

Business Banking statement

2437342 ALBERTA LTD.
For the period ending September 29, 2025

Business Banking



ISN: 5813809991
Cheque #1536

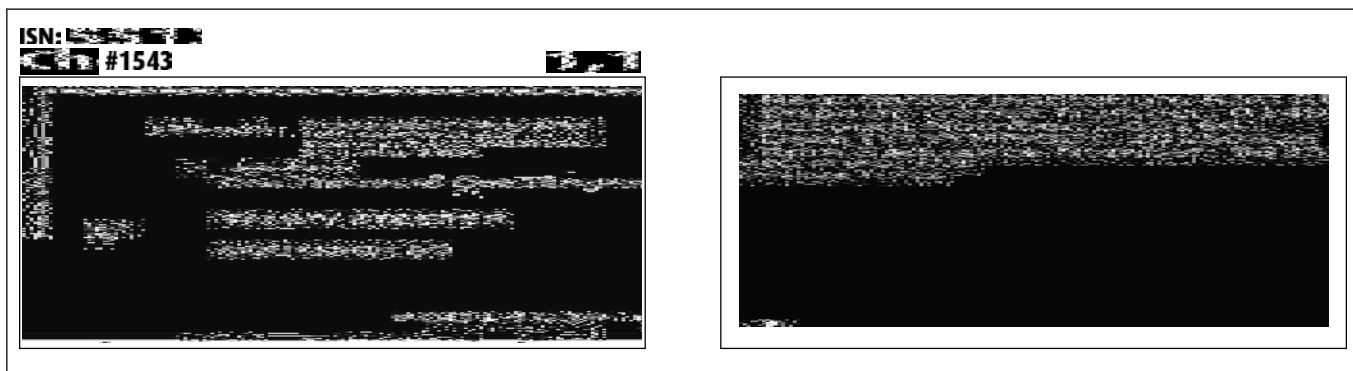
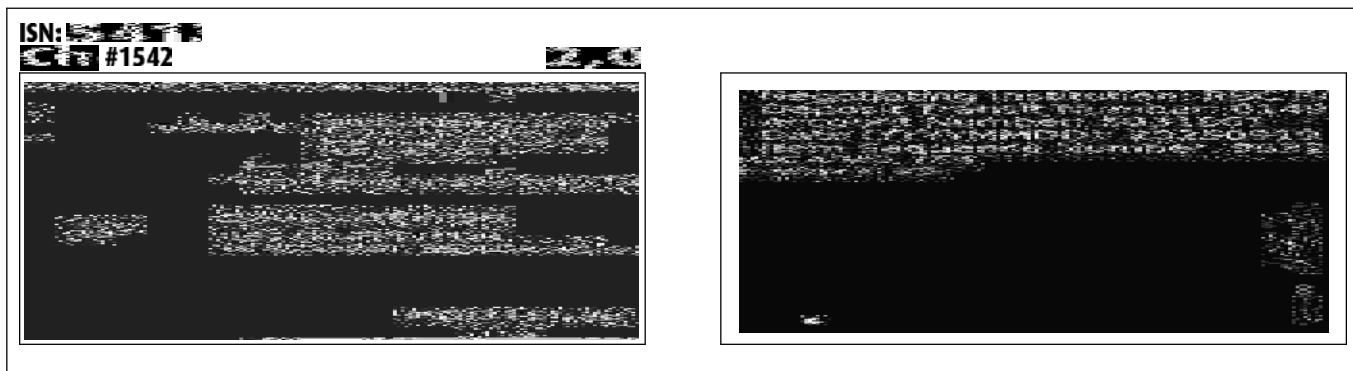
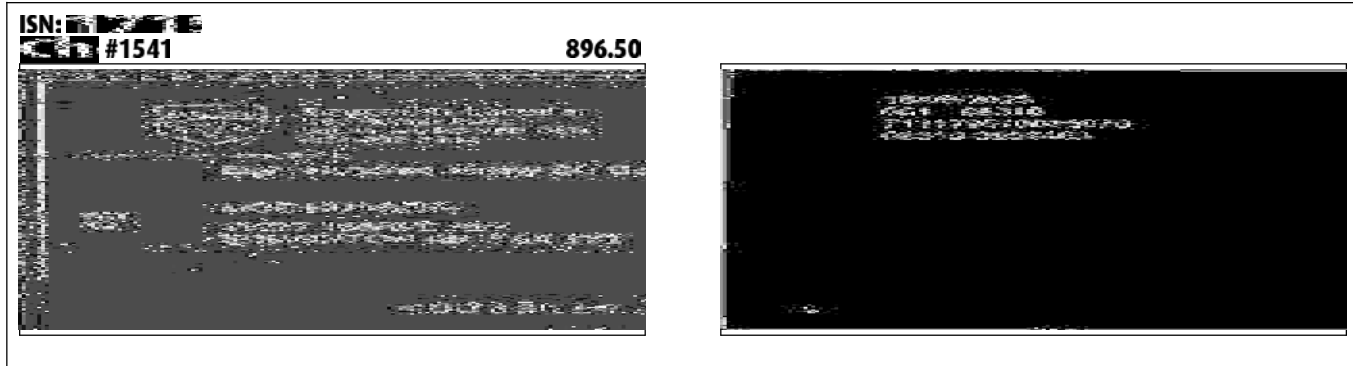
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ISN: 5711752195
Cheque #1537

ISN: 5314267533
Cheque #1540

ISN: 5711852189
Cheque #1549

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SQUAMISH CHRYSLER DODGE JEEP

G/L Transaction

06/03/2026

G/L Transaction

9:53 AM

CHRISTINE BRADLEY

Page: 1

Posting Date: 04/03/2025

Reference: BMO040325

Current Period 06/01/2026 - 06/30/2026

Description: 1292709 AB LTD CHEQUE DEPOSIT

Posted By LANA CLARRICOATES

Journal: GJ

<u>Account</u>	<u>Description</u>	<u>Type</u>	<u>Control</u>	<u>Amount</u>	<u>Comments/Additional Info</u>	<u>Count</u>	<u>Invoice</u>
10301	CASH IN BANK SQUAMI			\$40,950.00	1292709 AB LTD CHEQUE DEPOSIT	0	
11100	ACCTS RCVBLE-VEHICLE		46161	(\$40,950.00)	45967 - 1292709 AB LTD	-1	
				\$0.00			

Total Entry Count: 2

Summary of Account(s):

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
10301	CASH IN BANK SQUAMISH	\$40,950.00	
11100	ACCTS RCVBLE-VEHICLE		\$40,950.00
	<u>Totals</u>	\$40,950.00	\$40,950.00

<<End of Report>>

SQUAMISH CHRYSLER DODGE JEEP

G/L Transaction

06/03/2026

G/L Transaction

9:54 AM

CHRISTINE BRADLEY

Page: 1

Posting Date: 05/14/2025

Reference: DEPOSIT

Current Period 06/01/2026 - 06/30/2026

Description: CHEQUE DEP RECEIVED IN BANK

Posted By RAJ KANDOLA

Journal: GJ

<u>Account</u>	<u>Description</u>	<u>Type</u>	<u>Control</u>	<u>Amount</u>	<u>Comments/Additional Info</u>	<u>Count</u>	<u>Invoice</u>
10301	CASH IN BANK SQUAMI			\$274,575.00	CHEQUE DEP RECEIVED IN BANK	0	
11100	ACCTS RCVBLE-VEHICL C		46161	(\$274,575.00)	CHEQUE DEP RECEIVED IN BANK- 1292709 AB LTD	0	
				\$0.00			

Total Entry Count: 2

Summary of Account(s):

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
10301	CASH IN BANK SQUAMISH	\$274,575.00	
11100	ACCTS RCVBLE-VEHICLE		\$274,575.00
	<u>Totals</u>	\$274,575.00	\$274,575.00

<<End of Report>>

SQUAMISH CHRYSLER DODGE JEEP

G/L Transaction

06/03/2026

G/L Transaction

9:55 AM

CHRISTINE BRADLEY

Page: 1

Posting Date: 05/16/2025

Reference: DEPOSIT

Current Period 06/01/2026 - 06/30/2026

Description: 1292709 AB LTD

Posted By RAJ KANDOLA

Journal: GJ

<u>Account</u>	<u>Description</u>	<u>Type</u>	<u>Control</u>	<u>Amount</u>	<u>Comments/Additional Info</u>	<u>Count</u>	<u>Invoice</u>
10301	CASH IN BANK SQUAMI			\$113,715.00	1292709 AB LTD	0	
11100	ACCTS RCVBLE-VEHICLE		46161	(\$113,715.00)	DEPOSIT RECEIVED - 1292709 AB LTD	0	
				<u>\$0.00</u>			

Total Entry Count: 2

Summary of Account(s):

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
10301	CASH IN BANK SQUAMISH	\$113,715.00	
11100	ACCTS RCVBLE-VEHICLE		\$113,715.00
	<u>Totals</u>	<u>\$113,715.00</u>	<u>\$113,715.00</u>

<<End of Report>>

SQUAMISH CHRYSLER DODGE JEEP

G/L Transaction

06/03/2026

G/L Transaction

9:55 AM

CHRISTINE BRADLEY

Page: 1

Posting Date: 08/22/2025

Reference: DEPOSIT

Current Period 06/01/2026 - 06/30/2026

Description:

Posted By DANYARI SHIELDS

Journal: GJ

<u>Account</u>	<u>Description</u>	<u>Type</u>	<u>Control</u>	<u>Amount</u>	<u>Comments/Additional Info</u>	<u>Count</u>	<u>Invoice</u>
10301	CASH IN BANK SQUAMI			\$191,100.00		0	
10600	CONTRACTS IN TRANSIC	46161		(\$191,100.00)	46161 - 1292709 AB LTD	1	
10600	CONTRACTS IN TRANSIC	46161		\$191,100.00	(Amendment) 46161 - 1292709 AB LTD	-1	
11100	ACCTS RCVBLE-VEHICLC	46161		(\$191,100.00)	(Amendment) 46161 - 1292709 AB LTD	0	
				\$0.00			

Total Entry Count: 4

Summary of Account(s):

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
10301	CASH IN BANK SQUAMISH	\$191,100.00	
10600	CONTRACTS IN TRANSIT		\$0.00
11100	ACCTS RCVBLE-VEHICLE		\$191,100.00
	<u>Totals</u>	\$191,100.00	\$191,100.00

<<End of Report>>

SQUAMISH CHRYSLER DODGE JEEP

G/L Transaction

06/03/2026

G/L Transaction

9:56 AM

CHRISTINE BRADLEY

Page: 1

Posting Date: 08/27/2025

Reference: DEPOSIT

Current Period 06/01/2026 - 06/30/2026

Description:

Posted By DANYARI SHIELDS

Journal: GJ

<u>Account</u>	<u>Description</u>	<u>Type</u>	<u>Control</u>	<u>Amount</u>	<u>Comments/Additional Info</u>	<u>Count</u>	<u>Invoice</u>
10301	CASH IN BANK SQUAMI			\$297,150.00		0	
10600	CONTRACTS IN TRANSIC	46161		(\$297,150.00)	46161 - 1292709 AB LTD	0	
10600	CONTRACTS IN TRANSIC	46161		\$297,150.00	(Amendment) 46161 - 1292709 AB LTD	0	
11100	ACCTS RCVBLE-VEHICLC	46161		(\$297,150.00)	(Amendment) 46161 - 1292709 AB LTD	0	
				\$0.00			

Total Entry Count: 4

Summary of Account(s):

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
10301	CASH IN BANK SQUAMISH	\$297,150.00	
10600	CONTRACTS IN TRANSIT		\$0.00
11100	ACCTS RCVBLE-VEHICLE		\$297,150.00
	<u>Totals</u>	\$297,150.00	\$297,150.00

<<End of Report>>

SQUAMISH CHRYSLER DODGE JEEP

G/L Transaction

06/03/2026

G/L Transaction

9:56 AM

CHRISTINE BRADLEY

Page: 1

Posting Date: 09/03/2025

Reference: EFT03SEP25

Current Period 06/01/2026 - 06/30/2026

Description: DEPOSIT 1292709 AB LTD.

Posted By RAJ KANDOLA

Journal: GJ

<u>Account</u>	<u>Description</u>	<u>Type</u>	<u>Control</u>	<u>Amount</u>	<u>Comments/Additional Info</u>	<u>Count</u>	<u>Invoice</u>
10301	CASH IN BANK SQUAMI			\$153,300.00	DEPOSIT 1292709 AB LTD.	0	
10600	CONTRACTS IN TRANSIC		46161	(\$153,300.00)	DEPOSIT 1292709 AB LTD	1	
				\$0.00			

Total Entry Count: 2

Summary of Account(s):

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
10301	CASH IN BANK SQUAMISH	\$153,300.00	
10600	CONTRACTS IN TRANSIT		\$153,300.00
	<u>Totals</u>	\$153,300.00	\$153,300.00

<<End of Report>>

SCHEDULE "D"

1C6RR7FG2MS592948

1C6RR7GGXNS122781

1C6RR7KT9KS644396

1C6RR7KT9KS709022

1C6SRFBT6PN701297

2C4RC1ZG6MR559116

2C4RDGCG4LR231250

3C4NJCABXMT567829

3KPF54AD1ME281050

3KPF54AD6ME281187

3KPF54AD8ME293308

S1FTEW1EP0LFB24156

APPENDIX K

**SUMMIT S AUTO LTD.
AND 1272986 B.C. LTD.**

- and -

DAWSON AUTOMOTIVE MOTOR HOLDINGS LTD.¹

ASSET PURCHASE AGREEMENT

DATED AS OF JULY 14, 2026

¹ Agreement expected to be assigned to a newly incorporated purchaser as an affiliated entity of Dawson Automotive

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of the 14 day of July, 2026

BETWEEN:

SUMMIT S AUTO LTD., and 1272986 B.C. LTD.

(each, a "**Vendor**" and collectively, the "**Vendors**")

AND

DAWSON AUTOMOTIVE MOTOR HOLDINGS LTD.

(the "**Purchaser**")

RECITALS:

WHEREAS on August 22, 2025, the Court of King's Bench of Alberta (the "**Court**") issued an Initial Order (as amended and restated on August 27, 2025 and as may be further amended or amended and restated from time to time, the "**Initial Order**") granting the Vendors protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and the proceedings commenced thereunder, the "**CCAA Proceedings**"). Pursuant to the Initial Order, BDO Canada Limited was appointed as Monitor of the Vendors (in such capacity and not in its personal or corporate capacity, the "**Monitor**").

AND WHEREAS on September 19, 2025, the Court granted an order approving a sale and investment solicitation process ("**SISP**") which, among other things, authorized the Monitor, with the assistance of Tim Lamb Group (the "**Sales Agent**"), to conduct the SISP and appointed Full Circle Automotive Solutions Inc. as the chief restructuring officer of the Vendors.

AND WHEREAS following the conclusion of the SISP the Monitor and the Sales Agent continued to market assets of the Vendors that were not sold in the SISP.

AND WHEREAS the Vendors' business includes the operating retail automotive vehicle dealership (the "**Business**") in Cranbrook, British Columbia operated by 1272986 B.C. Ltd. ("**Sun Valley Nissan**").

AND WHEREAS Summit S Auto Ltd. is a real estate holding company which owns the real estate upon which Sun Valley Nissan operates located at 2034 Cranbrook Street North, Cranbrook, British Columbia, with the legal description set out on Schedule "D" (the "**Owned Real Property**").

AND WHEREAS the Purchaser wishes to purchase the Purchased Assets (as defined herein) upon the terms and subject to the conditions set out herein.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained in this Agreement (as defined herein), and for other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged by the Parties (as defined herein), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, in addition to the terms defined above in the Preamble and Recitals, the following terms have the following meanings:

"Accounts Payable" means any and all amounts owing by any Vendor to any Person which are incurred in connection with the purchase of goods and/or the provision of services.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, order, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

"Additional Purchase Price" has the meaning set out in Section 3.1(b).

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. For purposes hereof: (a) a Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and (b) the term **"controlled"** shall have a similar meaning.

"Agreement" means this Asset Purchase Agreement, including the Preamble, Recitals and Schedules hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order or other requirement having the force of law and any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, **"Law"**), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"Approval and Vesting Order" means an order of the Court issued in the CCAA Proceedings approving the transactions contemplated by this Agreement and vesting in the Purchaser all of the Vendors' right, title and interest in and to the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances), in form and substance satisfactory to the Parties, acting reasonably.

"Approval Motion" has the meaning set out in Section 4.1.

"Assigned Contracts" means, collectively, the Critical Contracts, the Personal Property Leases and the other Contracts listed on Schedule "B".

"Assignment and Assumption Agreement" means an assignment and assumption agreement, in form and substance satisfactory to the Parties, acting reasonably, evidencing the assignment to the Purchaser of each Vendor's rights, benefits and interests in, to and under the Assigned Contracts and the assumption by the Purchaser of all of the Assumed Liabilities under or in respect of the Assigned Contracts.

"Assignment Order" means an order of the Court issued in the CCAA Proceedings in form and substance satisfactory to the Parties, each acting reasonably, assigning to the Purchaser each Vendor's right, benefit and interest in and to any of the Assigned Contracts for which any necessary consent to assign has not been obtained, in form and content acceptable to the Parties, acting reasonably.

"Assumed Liabilities" means the following Liabilities of each Vendor:

- (a) all Liabilities under the Assigned Contracts and Permits and Licences (in each case to the extent such Assigned Contract or Permit and Licence is effectively assigned to the Purchaser) arising on or after the Closing Date;
- (b) all Liabilities relating to the Purchased Assets or Related to the Business arising on or after the Closing Date, including, for greater certainty, any and all omitted or reassessed municipal or property Taxes that arise or result from a reassessment of the Owned Real Property that occurs or is concluded after Closing, irrespective of whether such omitted or reassessed municipal or property Taxes are owing for a period before or after Closing, and irrespective of when such omitted or reassessed municipal or property Taxes are deemed to be due and owing pursuant to applicable legislation;
- (c) all Liabilities on account of the trade accounts, payables and other current Accounts Payable, in each case incurred or accrued by any Vendor on or after the Closing Date in the ordinary course of business and Related to the Business;
- (d) all liabilities related to Employees that are specifically assumed by the Purchaser pursuant to Section 6.1(c), including, for greater certainty, the unused vacation pay and time accrued or banked and overtime pay accrued or banked in respect of each Employee under the Vendors' Employee Plans; and
- (e) all liabilities relating to the Assumed Plan arising from events occurring on or after, but not prior to, the Closing Date.

and, for greater certainty, does not include Excluded Liabilities.

"Assumed Plan" means the group benefits plan administered by First Canadian Insurance Corporation.

"Base Purchase Price" has the meaning set out in Section 3.1(a).

"Books and Records" means the books, records, files, papers; books of account and other financial data of the Vendors which are solely Related to the Business or related to the Purchased Assets, including drawings, engineering information, manuals and Data, sales and advertising materials, sales and purchase correspondence, trade association files, research and development records, lists of present and former customers and suppliers, marketing lists and marketing consent records, personnel, employment and other records, and all records, Data and information stored electronically, digitally or on computer-related or any other media.

"Business" has the meaning set out in the Recitals.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Edmonton, Alberta but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta.

"Casualty" has the meaning set out in Section 7.3.

"CCAA" has the meaning set out in the Recitals.

"CCAA Proceedings" has the meaning set out in the Recitals.

"Claims" means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Vendors or the Purchased Assets, and **"Claim"** means any one of them.

"Closing" means the completion of the purchase and sale of the Vendors' right, title and interest in and to the Purchased Assets and the assignment and assumption of the Assumed Liabilities by the Purchaser in accordance with the provisions of this Agreement.

"Closing Date" means the date on which Closing occurs.

"Closing Time" means the time of day on the Closing Date when Closing occurs.

"Condition Date" means the later of:

- (a) the date on which the Manufacturer approval condition set out in Section 9.1(g) is satisfied or waived;
- (b) the date the Vehicle Sales Authority of British Columbia approval condition set out in Section 9.1(h) is satisfied or waived;
- (c) the date on which the Purchaser Financing Condition set out in Section 9.1(i) is satisfied or waived; and
- (d) the date on which the Approval and Vesting Order and any Assignment Order required pursuant to this Agreement have been granted and become Final Orders.

"Conditions Certificates" has the meaning set out in Section 9.3.

"Contracts" means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) to which any Vendor is a party or by which any Vendor or any of the Purchased Assets are bound or under which any Vendor has rights, including any Personal Property Leases.

"Court" has the meaning set out in the Recitals.

"Critical Contracts" means those Contracts that are, in the opinion of the Purchaser, acting reasonably, necessary and critical to the operation of the Business and the Purchased Assets as a going concern after the Closing Date as listed and specified as "Critical Contracts" on Schedule "B".

"Cure Costs" means, with respect to any Assigned Contract, the amounts, if any, required to be paid to remedy all of the applicable Vendor's monetary defaults existing as of the Closing Date under the applicable Assigned Contract.

"Customer Contracts" means any and all unfilled orders, commitments and other engagements entered into between any of the Vendors and one or more third parties relating to the sale of vehicles or vehicle parts and accessories or the provision of vehicle maintenance or repair services by any of the Vendors to such third parties in the ordinary course of Business.

"Customer Deposit" means any deposit held by the Vendor as at Closing pursuant to the terms of a Customer Contract entered into prior to Closing.

"Damages" means any loss, cost, Liability, claim, interest, fine, penalty, assessment, Taxes, damages available at Law or in equity (including incidental, consequential, special, aggravated, exemplary or punitive damages unless paid to a third party), expense (including consultant's and expert's fees and expenses and reasonable costs, fees and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation, defence or settlement) or diminution in value.

"Data" means any information or data collected or received by, processed by, or output from software (including reports, analytics, and alerts), and any other information or data Related to the Business, including information and data contained in any databases.

"Deferred New Vehicles" means undamaged new model vehicles owned by the Vendors and used by them in the Business and for which the Manufacturer has invoiced the Vendors.

"Demonstrator Vehicles" means vehicles owned by the Vendors that have less than 10,000 kilometres, are undamaged (except for normal wear and tear) and were used in the Business immediately prior to Closing for demonstration purposes and which have not been registered as sold vehicles with the Manufacturer. For greater certainty, any vehicle that would otherwise qualify as a Demonstrator Vehicle except for having 10,000 kilometres or more shall be treated as a Used Vehicle for all purposes of this Agreement.

"Deposits" has the meaning set forth in Section 3.3(b).

"Employee Plans" means all written or oral employee benefit welfare, supplemental unemployment benefit, bonus, pension, profit sharing, executive compensation, current or deferred compensation, incentive compensation, stock compensation, stock purchase, stock option, stock appreciation, phantom stock option, savings, overtime pay, vacation pay, severance or termination pay, retirement, supplementary retirement, hospitalization insurance, salary continuation, legal, health or other medical, dental, life, disability or other insurance (whether insured or self-insured) plan, program, agreement or arrangement, including post-retirement health and life insurance benefit plans, and every other written or oral benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by any of the Vendors or any Affiliate of the

Vendors for the benefit of the Employees or former Employees and their dependents or beneficiaries by which any of the Vendors are bound or with respect to which any of the Vendors participate or have any actual or potential Liability.

"Employees" means all individuals who, as of the Closing Date, are employed in the Business by any of the Vendors, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off that has not expired.

"Encumbrances" means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

"ETA" means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended.

"Excluded Assets" means each Vendor's right, title and interest in and to any assets other than the Purchased Assets, including, without limitation:

- (a) any of the Vendors' cash, cash equivalents and short term-investments, including the Deposit;
- (b) all bank accounts of the Vendors;
- (c) original tax records and books and records pertaining thereto, minute books, corporate records, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Vendors that do not relate exclusively or primarily to any of the Purchased Assets;
- (d) any income tax refunds and other Tax refunds receivable by the Vendors and any Tax Returns;
- (e) all Receivables;
- (f) the interest of the Vendors in any litigation and in the proceeds of any judgement or order thereof;
- (g) the interest of the Vendors in any insurance policies, including any cash surrender value thereof;
- (h) those tools used by mechanics employed in the Business which are owned by the mechanics or any third party;
- (i) the Excluded Contracts;
- (j) Obsolete Inventory; and
- (k) all Used Vehicles other than the Used Vehicles included in the Purchased Assets pursuant to paragraph (c) of the definition for "Purchased Assets" set out in Schedule "A" hereto.

"Excluded Contracts" means contracts or agreements to which the Vendors are a party that are not Assigned Contracts.

"Excluded Liabilities" means all Liabilities not expressly assumed by the Purchaser hereunder as Assumed Liabilities.

"Final Order" means, at the relevant time or date, an order of the Court that has not been vacated, stayed, amended, reversed or modified, as to which no appeal or application for leave to appeal therefrom has been filed, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of.

"First Deposit" has the meaning set forth in Section 3.3(a).

"Fixed Assets" means all machinery, equipment, tools, furniture, furnishings, computer hardware and other miscellaneous items owned by the Vendors and used in or relating to the Business including any parts trucks, shuttle vehicles or loaner vehicles not held for resale but, for greater certainty, excluding any New Vehicles, Deferred New Vehicles, Demonstrator Vehicles, Used Vehicles and tools owned by the mechanics of the Business or any third party.

"General Conveyance" means a general conveyance and assumption of Liabilities, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities.

"Governmental Authority" means any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions and any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, securities commission or professional association.

"GST/PST" means all goods and services tax and provincial sales tax imposed under Part IX of the ETA.

"Hardware" has the meaning set forth in Section 7.6.

"Hire Date" means the effective date of employment with the Purchaser of a Transferred Employee which shall be the Closing Date.

"Hire List" has the meaning set forth in Section 6.1(b).

"Initial Order" has the meaning given to it in the Recitals.

"Intellectual Property" means all intellectual property and industrial property, throughout the world, whether or not registerable, patentable or otherwise formally protectable, and whether or not registered, patented, otherwise formally protected or the subject of a pending application for registration, patent or any other formal protection, including all: trade-marks, corporate names and business names; inventions, works and subject matter

in which copyright, neighbouring rights or moral rights subsist, industrial designs, patents, know-how, trade secrets, proprietary information, confidential information and information of a sensitive nature that have value to the Business or relate to business opportunities for the Business, in whatever form communicated, maintained or stored, telephone numbers and facsimile numbers, registered domain names, and social media usernames and other internet identities and all account information relating thereto.

"Interim Lender" means the Bank of Montreal.

"Interim Period" means the period from the date that this Agreement is entered into by the Parties to the Closing Time.

"ITA" means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supplement), and the regulations thereto.

"Law" has the meaning set out in the definition of **"Applicable Law"**.

"Legal Proceeding" means any litigation, Action, application, demand, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

"Liability" means, with respect to any Person, any liability, debt, dues, guarantee, surety, indemnity obligation, or other obligation of such Person of any kind, character or description, whether legal, beneficial or equitable, known or unknown, present or future, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due or accruing due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Manufacturer" means Nissan Canada Inc., the original equipment manufacturer of the Non-Used Vehicles.

"Material Casualty" means a Casualty in respect of all or substantially all of the Purchased Assets.

"Monitor" has the meaning set out in the Recitals.

"Monitor's Certificate" means the certificate substantially in the form attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Monitor to the Vendors and the Purchaser on Closing and thereafter filed by the Monitor with the Court certifying that it has received, among other things, the Conditions Certificates.

"New Vehicles" means undamaged 2026 and 2027 models with less than 500 kilometres, and which have not been registered as sold vehicles with the Manufacturer and which comprise part of the Vendors' inventory of vehicles immediately prior to Closing. For greater certainty, New Vehicles does not include Demonstrator Vehicles.

"Non-Used Net Price" means with respect to Non-Used Vehicles, the factory invoice cost for such Non-Used Vehicles, plus accepted dealer installed accessories at new car department cost, less any manufacturer rebates and allowances which have been received, or which are payable to the Vendors.

"Non-Used Vehicles" means New Vehicles, Deferred New Vehicles and Demonstrator Vehicles.

"Obsolete Inventory" means all Manufacturer parts and accessories which are more than twelve (12) months old from May 1, 2026, including parts and accessories which were not initially provided by the Manufacturer and includes operating supplies such as cleaning materials, washer fluid, brake cleaner and other automotive related supplies.

"Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Outside Date" means September 30, 2026 or such later date as the Parties may mutually agree, with the consent of the Monitor and the Interim Lender.

"Owned Real Property" has the meaning set out in the Recitals.

"Parts and Accessories" means the current parts and accessories comprising part of the Vendors' inventory immediately prior to Closing.

"Party" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

"Permits and Licences" means any and all licences, permits, approvals, authorizations, certificates, directives, orders, variances, registrations, rights, privileges, concessions, granted, conferred or otherwise created by any Governmental Authority and held by or on behalf of any Vendor or other evidence of authority Related to the Business issued to, granted to, conferred upon, or otherwise created for, any Vendor which relate to the ownership, maintenance, operation of the Business or the Purchased Assets.

"Permitted Encumbrances" means, collectively:

- (a) Encumbrances related to Taxes and utilities arising by operation of law (statutory or otherwise) required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date; and
- (b) any Encumbrances permitted by a Final Order before Closing.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Information" has the meaning set out in Section 6.1(a).

"Personal Property" means any and all vehicles, machinery, equipment, parts, chattels, inventory of spare parts, parts and supplies, furniture and any other tangible personal and movable property in which any Vendor has a beneficial right, title or interest (whether owned or leased), in all cases to the extent qualifying as Property, wherever situate (including those in possession of suppliers, customers and other third parties).

"Personal Property Leases" means a personal or movable property lease, chattel lease, equipment lease, financing lease, conditional or instalment sales contract and other similar agreement relating to Personal Property to which any Vendor is a party or under which they have rights to use Personal Property as listed and specified as "Personal Property Leases" on Schedule "B".

"Privacy Law" means the *Personal Information Protection and Electronic Documents Act* (Canada) and any Applicable Law of any other Province or territory of Canada.

"Purchase Price" has the meaning set out in Section 3.1.

"Purchased Assets" means, collectively, those assets of any Vendor as set out in Schedule "A", but, for greater certainty, does not include any Excluded Assets.

"Purchaser" has the meaning set out in the Preamble and includes any successor or permitted assignee thereof in accordance with Section 11.16.

"Purchaser Financing Condition" has the meaning set out in Section 9.1(i).

"Purchaser Financing Condition Deadline" means the date that is sixty (60) days from the date hereof.

"Receivables" means, in respect of a Person all accounts receivable, bills receivable, trade accounts, holdbacks, retention, book debts and insurance claims due or accruing due to such Person, together with any unpaid interest accrued on such items and any security or collateral for such items, but excluding any Customer Deposits and any Work in Progress, whether or not such Work in Progress becomes billable or invoiced after the Closing Date.

"Reconciliation" has the meaning set out in Section 3.4(c).

"Reconciliation Time" has the meaning set out in Section 3.4(e).

"Related to the Business" means primarily used in, arising from or otherwise related to the Business or any part thereof.

"Replacement Permit or Licence" means a new permit, licence, authorization, approval or other similar item providing substantially equivalent rights to the Purchaser as any applicable Vendor is entitled to as of the Closing Date pursuant to the applicable Permit and Licence.

"Representative" when used with respect to a Person means each director, officer, employee, consultant, subcontractor, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

"Sales Agent" has the meaning set out in the Recitals.

"Second Deposit" has the meaning set forth in Section 3.3(b).

"SISP" has the meaning set out in the Recitals.

"Tax Returns" means all returns, reports, declarations, elections, notices, filings, information returns, statements and forms in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

"Taxes" means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, *ad valorem* taxes, property taxes, capital taxes, net worth taxes, production taxes,

sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, Transfer Taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, government pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/unemployment insurance or compensation premiums and contributions, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/PST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority and any instalments in respect thereof of another taxpayer or entity, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties, and whether disputed or not, and "Tax" means any one of such Taxes.

"Transaction Personal Information" means any Personal Information in the possession, custody or control of any Vendor at the Closing Time, including Personal Information about suppliers, customers, directors, officers or shareholders that is disclosed to the Purchaser or any Representative of the Purchaser prior to the Closing Time by any Vendor or its Representatives, or collected by the Purchaser or any Representative of the Purchaser prior to the Closing Time from any Vendor or its Representatives, in either case in connection with the transactions contemplated by this Agreement.

"Transfer Taxes" means all applicable Taxes, including any applicable land transfer taxes and/or GST/PST, payable upon or in connection with the transactions contemplated by this Agreement and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement.

"Transferred Employees" means all Employees who accept the Purchaser's offer of employment under Section 6.1.

"Used Vehicle" means an unsold vehicle (together with all options thereon) owned by the Vendors and comprising part of the Vendors' inventory of vehicles immediately prior to Closing that are not Non-Used Vehicles.

"Warranty Rights" means the full benefit of all warranties, warranty rights, performance bonds and indemnities (implied, express or otherwise) of the Vendors against manufacturers, contractors or any other Person which apply to the Purchased Assets, but only to the extent that the same are capable of being assigned.

"Work in Progress" means all unbilled service, repairs and/or body work performed to a customer's vehicle and/or parts supplied to a customer or added to a customer's vehicle, including, without limitation, sublet repairs, that have been completed prior to Closing, excluding in each case: any service, repairs and/or body work performed or parts supplied more than sixty (60) days prior to the Closing Date, and any Work in Progress that has not been completed as at the Closing Date.

1.2 Actions on Non-Business Days

If any payment is required to be made pursuant to this Agreement on a day that is not a Business Day, such payment shall be considered to have been made in compliance with this Agreement if made on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement: (i) all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada; and (ii) any payment

contemplated by this Agreement shall be made to the Monitor by wire transfer of immediately available funds to an account specified by the Monitor, or by any other method that provides immediately available funds as agreed to between the Parties and the Monitor.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Calgary time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Calgary time on the next succeeding Business Day.

1.5 Tender

Any tender of documents hereunder may be made upon the Parties or their respective counsel.

1.6 Additional Rules of Interpretation

- (a) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (b) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (c) *Section References.* Unless the context requires otherwise, references in this Agreement to the Preamble, Recitals, Articles, Sections or Schedules are to the Preamble, Recitals, Articles or Sections of, and Schedules to, this Agreement.
- (d) *Words of Inclusion.* Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.
- (e) *References to this Agreement.* The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (f) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (g) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced

from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.7 Schedules

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule "A"	Purchased Assets
Schedule "B"	Assigned Contracts
Schedule "C"	Purchase Price Allocation
Schedule "D"	Owned Real Property

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2 PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Purchased Assets

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Approval and Vesting Order, and the Assignment Order (if applicable) the Vendors shall sell to the Purchaser, and the Purchaser shall purchase from the Vendors, all of the Vendors' right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances, to the extent and as provided for in the Approval and Vesting Order. For greater certainty, notwithstanding any other provision of this Agreement, this Agreement does not constitute an agreement by the Purchaser to purchase, or by the Vendors to sell, any Excluded Assets.

2.2 Assumption of Assumed Liabilities

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the Assumed Liabilities. Notwithstanding any other provision of this Agreement, the Purchaser shall not assume any Liabilities hereunder other than the Assumed Liabilities, except as required under Applicable Law.

2.3 Assignment of Contracts

- (a) *Obtaining Consents.* Prior to the filing of the Approval Motion, at the written request of the Purchaser, the Vendors, with the assistance of the Purchaser, shall use commercially reasonable efforts to obtain all consents required to assign the Assigned Contracts to the Purchaser.
- (b) *Assignment Order.* To the extent that any Assigned Contract is not assignable without the consent of the counterparty or any other Person and such consent has

not been obtained prior to the filing of the Approval Motion, (i) the Vendors' rights, benefits and interests in, to and under such Assigned Contract may be conveyed to the Purchaser pursuant to an Assignment Order, (ii) the Vendors will use commercially reasonable efforts to obtain an Assignment Order in respect of such Assigned Contract on or prior to the Closing Date in form and substance acceptable to the Purchaser, acting reasonably, (iii) the Purchaser, at its own expense, will promptly provide to the Vendors all such information within its possession or under its control as the Vendors may reasonably request to obtain the Assignment Order, and (iv) if an Assignment Order is obtained in respect of such Assigned Contract in form and substance acceptable to the Purchaser, acting reasonably, the Purchaser shall accept the assignment of such Assigned Contract on such terms.

- (c) *Cure Costs.* Unless the Parties otherwise agree, to the extent that any Cure Costs are payable with respect to any Assigned Contract, the Purchaser shall (i) where such Assigned Contract is assigned pursuant to an Assignment Order, pay the entirety of all such Cure Costs in the manner set out in the Assignment Order, and (ii) where such Assigned Contract is not assigned pursuant to an Assignment Order, pay all such Cure Costs in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty. Any Cure Costs as paid by the Purchaser shall be in addition to the Base Purchase Price and the Additional Purchase Price for the Purchased Assets.
- (d) *Assignment.* At the Closing Time, on and subject to the terms and conditions of this Agreement (including Section 2.3(e) below), the Approval and Vesting Order and the Assignment Order (if applicable), all of the Vendors' rights, benefits and interests in, to and under the Assigned Contracts shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.
- (e) *Where Consent Required.* Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract to the extent such Assigned Contract is not assignable under Applicable Law, or the terms of the applicable Assigned Contract provide that it is not assignable without the consent of another Person, unless such consent has been obtained or the assignment is subject to an Assignment Order.
- (f) *No Adjustment.* For greater certainty, in respect of any Assigned Contract other than the Critical Contracts, if the consent of any Person is required to assign such Contract but such consent is not obtained prior to Closing and such Contract is not assigned pursuant to an Assignment Order, such Contract shall not form part of the Purchased Assets and (i) neither Party shall be considered to be in breach of this Agreement, (ii) the failure to assign or otherwise transfer such Assigned Contract shall not be a condition to Closing, (iii) the Purchase Price shall not be subject to any adjustment, and (iv) the Closing shall not be delayed.

2.4 Transfer and Assignment of Permits and Licences.

- (a) *Obtaining Consents.* Prior to Closing, to the extent that a Permit and Licence is assignable or otherwise transferable by the Vendors to the Purchaser, the Vendors, with the assistance of the Purchaser, shall use commercially reasonable efforts to obtain all necessary consents or approvals to assign or otherwise transfer such Permits and Licences to the Purchaser. The Purchaser (i) shall pay all costs

required to be paid to third parties and/or Governmental Authorities in connection with obtaining the assignment or transfer of any Permit and Licence to the Purchaser, or reissuance thereof (which costs shall be in addition to the Purchase Price), and (ii) shall reimburse the Vendors to the extent of any third party costs and/or any costs payable to Governmental Authorities that are incurred by the Vendors in connection with obtaining the assignment or transfer of any Permit and Licence to the Purchaser or obtaining any Replacement Permit or Licence (which costs shall be in addition to the Purchase Price), provided, however, that the Vendors provide evidence of such third party costs and/or Governmental Authority costs satisfactory to the Purchaser, acting reasonably, and such third party costs and/or Governmental Authority costs shall exclude all salaries, fees and costs of any and all consultants, employees, counsel or other Representatives of the Vendors related to such assignment and transfer.

- (b) *Transfer and Assignment.* At the Closing Time, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, all of the Vendors' rights, benefits and interests in, to and under the Permits and Licences, to the extent assignable, shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.
- (c) *Where Consent Required.* Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or otherwise transfer any Permit and Licence to the extent such Permit and Licence is not assignable or transferable under Applicable Law or the terms of the applicable Permit and Licence provide that it is not assignable without the consent of another Person, unless such consent has been obtained.
- (d) *Post-Closing Assignment.* Notwithstanding anything in this Agreement to the contrary, if the consent or approval of any Person is required to assign or otherwise transfer a Permit and Licence, but such consent or approval is not obtained prior to Closing, (i) the Vendors and the Purchaser shall use their commercially reasonable efforts to obtain the necessary consents or approvals to the assignment or transfer of such Permit and Licence to the Purchaser or the Purchaser shall use its commercially reasonable efforts to obtain (with commercially reasonable assistance from the Vendors) a Replacement Permit or Licence thereof, in each case, as soon as practicable following Closing, (ii) neither Party shall be considered to be in breach of this Agreement, (iii) the failure to assign or otherwise transfer such Permit and Licence or obtain any Replacement Permit or Licence, shall not be a condition to Closing, (iv) the Purchase Price shall not be subject to adjustment, and (v) the Closing shall not be delayed.
- (e) *Obtaining Replacement Permits and Licences.* To the extent that a Permit and Licence is not assignable or otherwise transferrable by the Vendors to the Purchaser, the Purchaser, with the assistance of the Vendors, shall use commercially reasonable efforts to obtain a Replacement Permit or Licence in connection with the purchase and sale of the Purchased Assets. The Purchaser shall pay all costs required in connection with obtaining any Replacement Permit or Licence (which shall be in addition to the Purchase Price).

3.1 Purchase Price

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3.2 Allocation of Pure

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3.3 Satisfaction of P_1

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| (a) | A deposit in the Monitor Price on C1 |
| (b) | A deposit in First Deposit satisfaction in any event be applied |
| (c) | the balance at Closing; |
| (d) | an amount at Closing execution a |

3.4 Additional Purchase Price

- (a) The Purchase Price shall be adjusted as of the Closing Time in a manner and amount to be agreed upon by the Parties, acting reasonably, solely for any property Taxes (including interest thereon), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Owned Real Property in the context of a Court-supervised sale, including, without limitation, prepaid rents and security deposits (if any), real property/municipal Taxes and utilities (if any).
- (b) With respect to Used Vehicles, the Vendors and the Purchaser agree that the determination of which Used Vehicles are included in the Purchased Assets and the value thereof shall be governed exclusively by the process set out in this Section 3.4(b), and the Vendors and the Purchaser shall act in good faith in carrying out such process:
 - (i) Within two (2) days following the Condition Date, the Vendors shall deliver to the Purchaser a written list of all Used Vehicles that are proposed to be included in the Purchased Assets (the **"Proposed Used Vehicles"**).
 - (ii) Within two (2) days following receipt of the Proposed Used Vehicles list, or such other time mutually agreed by the Parties, the Purchaser shall submit to the Vendors a written offer setting out the wholesale value the Purchaser is prepared to pay for each of the Proposed Used Vehicles, with such offer having been made acting reasonably and in good faith (the **"Purchaser Bid"**).
 - (iii) From the date the Purchaser Bid is delivered until the Reconciliation Time, the Vendors shall be entitled, in their sole discretion, to sell or dispose of any Proposed Used Vehicle to a third party for a price greater than the Purchaser Bid applicable to such Used Vehicle, in which case such Used Vehicle shall not constitute a Purchased Asset.
 - (iv) If, by the Reconciliation Time, the Vendors have not sold a Proposed Used Vehicle to a third party for a price greater than the applicable Purchaser Bid, the Vendors may elect, at or prior to the Reconciliation Time, to include such Used Vehicle in the Purchased Assets at the applicable Purchaser Bid. If the Vendors do not so elect, such Used Vehicle shall be an Excluded Asset.
 - (v) If the Purchaser fails to deliver a Purchaser Bid in respect of any Proposed Used Vehicle within the time period specified in subsection 3.4(b)(ii), the Purchaser shall be deemed to have elected not to acquire such Proposed Used Vehicle, and such Proposed Used Vehicle shall be an Excluded Asset and may be sold or otherwise disposed of by the Vendors without restriction.
- (c) No less than two (2) days prior to the Closing Date, the Vendors shall provide to the Monitor and Purchaser (i) a physical count of all Non-Used Vehicles on hand, (ii) a list of Customer Deposits held by the Vendor, (iii) a physical count of all Parts and Accessories on hand, and (iv) a list of and accounting of all Work in Progress (the **"Reconciliation"**).

- (d) In addition to the Base Purchase Price, the Purchaser shall pay an amount equal to the aggregate of: (i) the Non-Used Net Price of New Vehicles and Deferred New Vehicles that will be on hand immediately prior to Closing, (ii) the Non-Used Net Price for Demonstrator Vehicles that will be on hand immediately prior to Closing, less a \$0.15 per kilometre discount for depreciation, (iii) the aggregate amount payable for the Used Vehicles that constitute Purchased Assets following completion of the process described in Section 3.4(b), (iv) the value of the Parts and Accessories on hand, (v) an amount equal to the actual face value of the Customer Deposits held by the Vendor at Closing, and (vi) an amount equal to the actual face of all Work in Progress immediately prior to Closing.
- (e) Based on the Reconciliation, the Vendors shall prepare a closing purchase price statement and deliver same with all supporting documentation to the Purchaser for its approval by no later than 5:00 p.m. Calgary time on the day immediately prior to the Closing Date (the "**Reconciliation Time**").
- (f) If any amount to be determined in accordance with this Section 3.4 cannot be reasonably determined as of the Reconciliation Time, an estimate shall be agreed upon by the Parties as of the Closing Date based upon the best information available to the Parties at such time, each Party acting reasonably, and such estimate shall serve as a final determination.
- (g) Other than as expressly provided in this Section 3.4, there shall be no adjustments whatsoever to the Purchase Price.

3.5 Taxes

In addition to the Purchase Price, the Purchaser shall be liable for and shall, at Closing or at such later time as required by Applicable Law, pay all applicable Transfer Taxes.

3.6 Tax Gross Up

In the event that any payment or forfeiture under this Agreement is deemed by the ETA to include GST/PST, or is deemed by any applicable provincial or territorial legislation to include a similar value added or multi-staged tax, the amount of such payment or forfeiture shall be increased accordingly. If the Purchaser is required by Applicable Law to deduct or withhold any amount from the Purchase Price payable hereunder, then the Purchase Price shall be increased by an additional amount such that the amount received by the Monitor after such deduction or withholding (including deduction or withholding from such additional amount) is equal to the amount that the Monitor would have received absent any such deduction or withholding.

3.7 Tax Elections

- (a) *Section 167 Tax Election.* If available, at the Closing, the Vendors and the Purchaser shall execute jointly an election under section 167 of the ETA, to have the sale of the Purchased Assets take place on a GST/PST-free basis under Part IX of the ETA. The Purchaser shall file the election in the manner and within the time prescribed by the relevant legislation. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall indemnify and hold harmless the Vendors in respect of any GST/PST, penalties, and interest that may be assessed against the Vendors as a result of the transactions under this Agreement not being

eligible for such election or as a result of the Purchaser's failure to file the election within the prescribed time.

- (b) *Subsection 20(24) Tax Election.* The Purchaser and the Vendors shall, if applicable and requested by any Party, jointly execute and file an election under subsection 20(24) of the ITA in the manner required by subsection 20(25) of the ITA and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the ITA and under any other applicable provincial or territorial statute, as to such amount paid by the Vendors to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Vendors acknowledge that a portion of the Purchased Assets transferred by the Vendors pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the ITA and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by the Vendors as a payment for the assumption of such future obligations by the Purchaser.
- (c) *Section 56.4 Tax Election.* At the request of the Vendors and to the extent permitted by the ITA, the Parties shall make, and the Vendors shall file, any election or amended election in prescribed form (or such other form as the Purchaser or the Vendors may reasonably request) and within the prescribed time limits pursuant to section 56.4 of the ITA by the Minister of Finance (Canada) and any analogous provision of provincial or territorial Tax legislation.

ARTICLE 4 PROCEDURES

4.1 Approval and Vesting Order

The Parties acknowledge and agree that this Agreement is subject to the issuance of the Approval and Vesting Order. The Monitor shall file with the Court, as soon as reasonably practicable following the satisfaction or waiver of the Purchaser Financing Condition, a motion seeking the Court's issuance of the Approval and Vesting Order (the "**Approval Motion**"). The Purchaser shall cooperate with the Monitor in its efforts to obtain the issuance and entry of the Approval and Vesting Order. The Purchaser, at its own expense, will promptly provide to the Monitor all such information within its possession or under its control as the Monitor may reasonably request to obtain the Approval and Vesting Order.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Purchaser

As a material inducement to the Vendors entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Vendors are entering into this Agreement in reliance upon the representations and warranties of the Purchaser set out in this Section 5.1, the Purchaser represents and warrants to each Vendor as follows:

- (a) *Incorporation and Corporate Power.* The Purchaser is a corporation incorporated, organized and subsisting under the Laws of the jurisdiction of its incorporation. The Purchaser has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as

contemplated herein and to perform its obligations under this Agreement and under all such other agreements and instruments.

- (b) *Authorization by Purchaser.* The execution and delivery of this Agreement and all other agreements and instruments to be executed by the Purchaser as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) *Approvals.* No consent, waiver, authorization or approval of any Person and no notice or declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement or all other agreements and instruments to be executed by the Purchaser or the performance by the Purchaser of its obligations hereunder or thereunder.
- (d) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms. There is no Legal Proceeding in progress, pending against or threatened against or affecting the Purchaser, and there are no grounds on which any such Legal Proceeding might be commenced and there is no Order outstanding against or affecting the Purchaser which, in any such case, affects adversely or might affect adversely the ability of the Purchaser to enter into this Agreement or to perform its obligations hereunder.
- (e) *ETA.* The Purchaser is, or upon Closing shall be, registered for GST/PST purposes under Part IX of the ETA, and shall provide its registration number to the Vendors at or prior to Closing.
- (f) *Commissions.* Neither the Vendors nor Monitor will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Purchaser.
- (g) *Sufficient Funds.* Subject to the Purchaser satisfying or waiving the Purchaser Financing Condition, the Purchaser has sufficient financial resources or has arranged sufficient financing for it, on Closing (which financing is not subject to any conditions other than the conditions to Closing set out herein), to pay the Purchase Price (including any Cure Costs) and the Transfer Taxes payable on Closing and any and all other amounts payable by the Purchaser, if any, pursuant to this Agreement.

5.2 Representations and Warranties of the Vendors

As a material inducement to the Purchaser entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Purchaser is entering into this Agreement in reliance upon the representations and warranties of the Vendors set out in this Section 5.2, the Vendors represent and warrant to the Purchaser as follows:

- (a) *Incorporation and Corporate Power.* The Vendors are corporations incorporated, organized and subsisting under the Laws of the jurisdiction of its incorporation. Provided that Court approval is obtained for this Agreement and subject to the

granting of the Approval and Vesting Order, the Vendors have the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under this Agreement and under all such other agreements and instruments.

- (b) *Enforceability of Obligations.* Subject to the Approval and Vesting Order having been granted and being a Final Order, this Agreement constitutes a valid and binding obligation of the Vendors enforceable against the Vendors in accordance with its terms.
- (c) *ITA.* The Vendors are not non-residents of Canada for purposes of the ITA.
- (d) *ETA.* The Vendors are registered for GST/PST purposes under Part IX of the ETA. The GST/PST numbers will be confirmed by way of certificate no less than thirty (30) days prior to the Closing Date.
- (e) *Commissions.* The Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Vendors and/or the Monitor.

5.3 As is, Where is

Notwithstanding any other provision of this Agreement, the Purchaser acknowledges, agrees and confirms that:

- (a) except for the representations and warranties of the Vendors set forth in Section 5.2, it is entering into this Agreement, acquiring the Purchased Assets and assuming the Assumed Liabilities on an "as is, where is" basis as they exist as of the Closing Time and will accept the Purchased Assets in their state, condition and location as of the Closing Time except as expressly set forth in this Agreement and the sale of the Purchased Assets is made without legal warranty and at the risk of the Purchaser;
- (b) it has conducted to its satisfaction such independent searches, investigations and inspections of the Purchased Assets, the Business and the Assumed Liabilities as it deemed appropriate, and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;
- (c) except as expressly stated in Section 5.2, neither the Vendors, the Monitor, the Sales Agent, nor any of their Representatives, have made or are making, and the Purchaser is not relying on, any representations, warranties, statements or promises, express or implied, statutory or otherwise, concerning the Purchased Assets, the Vendors' right, title or interest in or to the Purchased Assets, the Business or the Assumed Liabilities, including with respect to merchantability, physical or financial condition, description, fitness for a particular purpose, existence of any parts/and/or components, latent defects, quality, warranty, quantity or any other thing affecting any of the Purchased Assets or the Assumed Liabilities, or normal operation thereof, or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations expressed or implied pursuant to any Applicable Law in any jurisdiction, which the

Purchaser confirms do not apply to this Agreement and are hereby waived in their entirety by the Purchaser;

- (d) without limiting the generality of the foregoing, no representation, warranty or covenant is given by the Vendors that any of the Purchased Assets are or can be made operational within a specified time frame or will achieve any particular result, level of service, use, production, capacity or actual production if made operational;
- (e) without limiting the generality of the foregoing, except as expressly stated in Section 5.2, the Vendors, the Sales Agent, the Monitor and their respective Representatives have made no representation or warranty as to any regulatory approvals, licenses, permits, consents or authorizations, including the Permits and Licences that may be needed to complete the transactions contemplated by this Agreement or to operate or carry on the Business or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
- (f) all written and oral information obtained from the Vendors, the Sales Agent, the Monitor or their Representatives, including in any teaser letter or other document made available to the Purchaser (including in certain "data rooms", management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets, the Business, and the Assumed Liabilities has been obtained for the convenience of the Purchaser only, and neither the Vendors, the Sales Agent, the Monitor nor their Representatives have made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;
- (g) any information regarding or describing the Purchased Assets, the Business or the Assumed Liabilities in this Agreement (including the Schedules), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Vendors, the Monitor or its Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions;
- (h) except as otherwise expressly provided in this Agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Vendors, the Sales Agent, the Monitor or any of their respective Representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of the Vendors expressly set forth in Section 5.2. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights;
- (i) none of the representations and warranties of the Vendors contained in this Agreement shall survive Closing and, subject to Section 11.1, the Purchaser's sole recourse for any breach of representation or warranty of the Vendors in Section 5.2 shall be for the Purchaser not to complete the transactions as contemplated by this

Agreement and for greater certainty the Purchaser shall have no recourse or claim of any kind against the Vendors or the proceeds of the transactions contemplated by this Agreement following Closing; and

- (j) this Section 5.3 shall not merge on Closing and is deemed incorporated by reference in all closing documents and deliverables.

ARTICLE 6 EMPLOYEES

6.1 Offers of Employment and Employee Liabilities

- (a) *The Vendors shall:* (i) as soon as reasonably practicable following execution of this Agreement, provide the Purchaser all necessary information relating to each Employee as the Purchaser may reasonably request in connection with the employment or engagement of such individuals and/or in connection with the Purchaser's offers of employment under Section 6.1(b), including the names, positions, ages, initial employment dates, termination dates and re-employment dates, if applicable, length of service, hours of work and compensation information; and (ii) as soon as reasonably practicable following execution of this Agreement and receipt of confirmation from the Purchaser that an Employee will be on the Hire List as at Closing, provide the Purchaser with the social insurance numbers, email addresses, mailing addresses and Tax withholding history of such Employee. All of the information provided pursuant to clauses (i) and (ii) of this Section 6.1(a) shall be in a form that shall be usable by the Purchaser and such information shall be true and correct in all respects. The Purchaser shall at all times comply with all privacy laws, with respect to personal information or personal health information (collectively, "**Personal Information**") disclosed or otherwise provided to it under this Agreement. The Purchaser shall only collect, use or disclose such Personal Information for the purposes of reasonably investigating the affairs of the Business, possibly offering employment to the Employees pursuant to Section 6.1(b), and employing or engaging any Transferred Employees. The Purchaser shall safeguard all Personal Information collected from the Vendors in a manner consistent with the degree of sensitivity of the Personal Information and, furthermore, maintain at all times the security and integrity of the Personal Information. The Purchaser covenants and agrees that it will not make any copies of the Personal Information or any excerpts thereof or in any way recreate the substance or contents of the Personal Information if the Closing does not occur for any reason, and that any and all Personal Information will be returned to the Vendors or destroyed upon the Vendors' request and, if requested by the Vendors, the Purchaser shall certify in writing compliance with such obligation.
- (b) *Transferred Employees.* Within two (2) days following the Condition Date, the Purchaser shall provide the Vendors with a list (the "**Hire List**") of all Employees who will receive an offer of employment, and such offers of employment shall be made by Purchaser within five (5) days following delivery of the Hire List. The Purchaser shall recognize the past service of Transferred Employees with the Vendors or their Affiliates (including any predecessor of the Vendors or their Affiliates) for all purposes, including any required notice of termination, termination or severance pay (contractual, statutory or at common law). The Purchaser shall offer employment, effective as of the Closing Date, to the Employees identified in the Hire List on terms and conditions which are substantially similar to those under which such Employees are employed immediately prior to the Closing Date. The

Vendors shall cooperate in the Purchaser's efforts to make offers of employment as contemplated by this Section 6.1(b).

- (c) *Purchaser Liabilities.* The Purchaser shall be responsible for all Liabilities:
- (i) for salary, wages (including overtime pay), bonuses, commissions, vacations, vacation pay and other compensation and benefits relating to the employment of all Transferred Employees or the termination of such employment on and after their respective Hire Date;
 - (ii) for unused vacation pay and time accrued or banked and overtime pay accrued or banked, relating to the employment of all Transferred Employees prior to their respective Hire Date; and
 - (iii) to an Employee who is listed on the Hire List but does not receive an offer of employment pursuant to Section 6.1(b), and which arises directly or indirectly out of, as a result of, in connection with or pursuant to the Vendors' termination of the employment of such Employee.
- (d) *Vendors' Liabilities.* Subject to Section 6.2 and to the extent permitted by the Initial Order, the Vendors shall be responsible for all Liabilities:
- (i) for all salary, wages, bonuses, commissions and other compensation and benefits, other than severance and termination pay, relating to the employment of all Transferred Employees prior to their respective Hire Date, but, for greater certainty, excluding any Liabilities in respect of the unused vacation pay and time accrued or banked and the overtime pay accrued or banked as at the Closing Date in respect of any of the Transferred Employees; and
 - (ii) to any Employee who does not accept an offer of employment that is made pursuant to Section 6.1(b), and which arise directly or indirectly out of, as a result of, in connection with or pursuant to the Vendors' termination of the employment of such Employee, including severance and termination pay.

6.2 Vacation and Overtime

Notwithstanding anything else contained herein, from and after their respective Hire Date, Employees shall be entitled to use their unused vacation pay and time accrued or banked and overtime pay accrued or banked under the Vendors' Employee Plans, determined as of the Closing Date, and the Purchaser shall be solely responsible for all payments and administration thereof. For greater certainty, and without restricting any other Liabilities assumed by the Purchaser under Section 6.1(c), such accrued/banked vacation and overtime amounts shall constitute a Liability assumed by the Purchaser.

6.3 Other Benefit Matters

- (a) *Employee Benefit Plans Accruals.* All Transferred Employees shall cease to accrue benefits under all Employee Plans, other than the Assumed Plan, effective as of the respective Transferred Employee's Hire Date.
- (b) *Responsibility for Accrued Claims.* Except to the extent assumed by the Purchaser under this Agreement, the Vendors, their Affiliates and the Employee Plans, other than Assumed Plan, shall retain Liability for all amounts payable by reason of or in

connection with any and all claims for payment or benefits by a Transferred Employee and their eligible dependents or beneficiaries incurred under any Employee Plan, other than the Assumed Plan, prior to the Transferred Employee's Hire Date. For purposes of this Section 6.3, a claim shall be deemed to have been incurred: (i) with respect to a death or dismemberment claim, on the actual date of death or dismemberment; (ii) with respect to a short-term or long-term disability claim, the date of occurrence of the injury or accident or the date of diagnosis of the illness or other event giving rise to such claim; (iii) with respect to an extended health care claim, including vision, dental and medical treatments, the date of diagnosis of the illness or condition or other event giving rise to the claim or treatment; and (iv) with respect to a prescription drug claim, the date the prescription is filled.

ARTICLE 7 COVENANTS

7.1 Access During Interim Period

During the Interim Period, the Vendors shall, subject to any confidentiality, privacy, regulatory or safety restrictions, give reasonable access to the Purchaser and its Representatives during normal business hours to the Purchased Assets (where situated), or request for reasonable access to be given (to the extent that such Purchased Assets are located on the premise of third parties), and personnel of the Vendors reasonably required by the Purchaser in order to allow for and assist the Purchaser with the inspection of, and integration and transition of, the Purchased Assets into the Purchaser's overall operations and business and in order to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing in accordance herewith. Notwithstanding the foregoing, the Purchaser acknowledges that the Vendors will be continuing to operate the Purchased Assets during the Interim Period and, accordingly, that the Purchaser's access to the Purchased Assets and personnel before Closing will be (i) permitted only on reasonable notice to the Vendors, (ii) on the condition that such access does not interfere with or interrupt the operation of the Purchased Assets, (iii) limited to two requests or with additional requests for access as otherwise agreed to at the sole discretion of the Vendors, and (iv) in accordance with Applicable Law.

7.2 Transaction Personal Information

Each Party shall comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its Representatives to observe the terms of this Section 7.2 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law. The Purchaser shall collect Transaction Personal Information prior to Closing only for purposes related to the transactions contemplated by this Agreement. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information (i) for purposes other than those for which such Transaction Personal Information was collected by the Vendors prior to the Closing and (ii) for a purpose which does not relate directly to the carrying on of the Business or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

7.3 Risk of Loss

The Purchased Assets shall be at the risk of the Vendors until Closing. If, between the date hereof and Closing, any of the Purchased Assets are destroyed, lost or materially damaged (each a "**Casualty**"), the Purchaser shall still complete the purchase of the Purchased Assets on an "as is, where is" basis without any adjustment to the Purchase Price payable hereunder and take an assignment from the Vendors of all insurance proceeds payable to the Vendors in respect of the Casualty, provided that, in the event of a Material Casualty, the Purchaser shall have the option, in its discretion, to terminate this Agreement by giving written notice to the Vendors. For greater certainty, in no event shall the aggregate total of the insurance proceeds assigned to the Purchaser in accordance with this Section 7.3 and the fair market value of any remaining Purchased Assets exceed the Purchase Price.

7.4 Indemnity

The Purchaser hereby indemnifies the Vendors and their respective Representatives, and saves them fully harmless against, and will reimburse or compensate them for, any Damages arising from, in connection with or related in any manner whatsoever to:

- (a) any Transfer Taxes (including penalties and interest) which may be assessed against the Vendors, including any Taxes which may be assessed in the event that any election made pursuant to Section 3.7 is challenged by the relevant Tax authority as being inapplicable to the transactions under this Agreement, or as a result of the Purchaser's failure to file such elections within the prescribed time;
- (b) the Purchaser's access in accordance with Section 7.1;
- (c) the collection, use or disclosure of Transaction Personal Information by the Purchaser and its Representatives; and
- (d) the Purchaser's failure to pay when due and perform and discharge the Assumed Liabilities in accordance with their terms.

7.5 Books and Records

The Purchaser shall preserve and keep the Books and Records acquired by it pursuant to this Agreement for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent reasonably feasible), available to the Vendors and the Monitor, and their respective Representatives and successors, and the trustee in bankruptcy of the Vendors, and shall permit any of the foregoing Persons to take copies of such Books and Records as they may require.

7.6 Certain Information Technology Assets

With respect to any information technology assets primarily Related to the Business to be acquired by the Purchaser hereunder (such as desktops, laptops, mobile phones, servers and related hardware) (collectively, "**Hardware**"), the Purchaser will co-operate with the Vendors, at the Purchaser's cost and expense, in causing data contained or stored in such Hardware not relating primarily to the Business, the Purchased Assets or the Assumed Liabilities to be removed from such Hardware in a manner reasonably satisfactory to the Vendors prior to the Closing Date or within a reasonable period of time thereafter, provided

that such removal shall be carried out in a manner that does not damage or otherwise interfere with any data contained or stored in such Hardware primarily Related to the Business or the Purchased Assets. Any third party provider selected by the Purchaser and the Vendors to provide such services shall be agreed upon by the Purchaser and the Vendors, acting reasonably.

7.7 Regulatory Approvals

The Purchaser, with the assistance of the Vendors shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions, as applicable, required under any Law applicable to such Party or any of its Affiliates; and (ii) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. The Vendors shall cooperate reasonably with the Purchaser and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders, approvals and clearance certificates. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

7.8 Manufacturer and Motor Vehicle Council Consent

The Purchaser, with the assistance of the Vendors shall take all reasonable steps on a timely basis to apply for the requisite approvals of the Manufacturer, and the Vehicle Sales Authority of British Columbia.

7.9 Cooperation and Consultation with Governmental Authorities

All meetings, submissions, filings, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the consummation of the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between the Vendors or the Purchaser with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such filings, meetings, submissions and proposals. Each Party shall give notice to the other Party with respect to any meeting, submission, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact (except where such Governmental Authority expressly requests that such Party not attend or participate in such meeting, discussion, appearance or contact). Notwithstanding any requirement under this Section 7.9, a Party shall not be required to provide the other Party with any information required to be provided under this Section 7.9 where the information is confidential and competitively sensitive, in which case the supplying Party shall provide a redacted version to the requesting Party and shall provide the information on a non-redacted basis to the receiving Party's external counsel, and the receiving Party agrees that it shall neither request nor receive such non-redacted information from its external counsel.

7.10 Work in Progress and Receivables

Commencing on Closing, the Purchaser shall be solely responsible for issuing invoices and collecting payment in respect of the Work in Progress included in the Purchased Assets, and the Vendor shall not be required to take any enforcement action in respect thereof. Any Receivables that are Excluded Assets, including any accounts receivable arising from service, repairs and/or body work performed or parts supplied prior to the Closing Date that do not constitute Work in Progress included in the Purchased Assets, and any amounts received by the Purchaser after the Closing Date in respect of any Work in Progress that was not completed as at the Closing Date, shall be promptly (and in any event within ten (10) days after receipt thereof) remitted to the Monitor.

7.11 Purchaser Financing

The Purchaser shall promptly notify the Vendors and the Monitor if:

- (a) the Purchaser becomes aware that it does not expect to satisfy the Purchaser Financing Condition by the Purchaser Financing Condition Deadline; or
- (b) the Purchaser intends to request an extension of the Purchaser Financing Condition Deadline.

ARTICLE 8 CLOSING ARRANGEMENTS

8.1 Closing

The Closing will take place virtually, whereby required executed closing deliverables are circulated by electronic mail in pdf and released at such time and pursuant to such protocols and confirmations as the Parties may agree. The Parties shall use commercially reasonable efforts to complete the Closing as promptly as possible. The Closing shall occur on a date designated by the Vendors, acting reasonably, which date shall be no later than fourteen (14) days following the Condition Date, unless the Vendors determine that a later Closing Date is required, in which case the Closing shall occur on such later date as the Vendors may designate, provided that such date is not later than the Outside Date.

8.2 Vendors' Closing Deliveries

At the Closing, the Vendors shall deliver or cause to be delivered to the Purchaser the following:

- (a) the Purchased Assets, with delivery to occur *in situ* wherever such Purchased Assets are located at the Closing Time;
- (b) a copy of the Approval and Vesting Order, which shall be a Final Order;
- (c) a copy of any Assignment Order, if applicable, in respect of any Critical Contracts for which consents to assignment were required which have not been obtained, which Assignment Order shall be a Final Order;
- (d) the General Conveyance, duly executed by the Vendors;

- (e) all consents to the assignment of the Assigned Contracts and Permits and Licences, but only to the extent obtained by the Vendors prior to Closing;
- (f) the Assignment and Assumption Agreement, duly executed by the Vendors; and
- (g) a bring-down certificate of the Vendors dated as of the Closing Date, in form and substance satisfactory to the Purchaser, acting reasonably, certifying that (i) all of the representations and warranties of the Vendors hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date, and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Vendors at or prior to Closing have been complied with or performed by the Vendors in all material respects.

8.3 Purchaser's Closing Deliveries

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendors (or as otherwise indicated below), the following:

- (a) the payment referred to in Section 3.3(c);
- (b) the payment of all Transfer Taxes to the applicable Governmental Authority required to be paid on Closing;
- (c) to the extent payable on Closing, evidence that Cure Costs (if any) in respect of each Assigned Contract have been paid in accordance with (i) the Assignment Order where such Assigned Contract is assigned pursuant to an Assignment Order, and (ii) the consent of the applicable counterparty or as otherwise agreed upon by the Purchaser and such counterparty, where such Assigned Contract is not assigned pursuant to an Assignment Order;
- (d) the General Conveyance, duly executed by the Purchaser;
- (e) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (f) executed dealer agreement between the Manufacturer and the Purchaser or binding letter of intent to enter into a dealer agreement;
- (g) a bring-down certificate executed by a senior officer of the Purchaser dated as of the Closing Date, in form and substance satisfactory to the Vendors, acting reasonably, certifying that (i) all of the representations and warranties of the Purchaser hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date, and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects; and
- (h) such other agreements, documents and instruments as may be reasonably required by the Vendors or the Monitor to complete the transactions provided for in this Agreement, or as are required to be delivered by the Purchaser or the Purchaser's counsel under this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 9 CONDITIONS OF CLOSING

9.1 Purchaser's Conditions

The Purchaser shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Outside Date (except at or before the 60th day after the date hereof in respect of Purchaser Financing Condition defined below), each of the conditions listed below in this Section 9.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Notwithstanding the foregoing, the Purchaser Financing Condition must be satisfied or waived on or before the Purchaser Financing Condition Deadline. Any such waiver shall only be binding on the Purchaser if made in writing:

- (a) *Court Approval.* The Approval and Vesting Order and, if applicable, the Assignment Order, shall each have been issued and entered by the Court and be a Final Order.
- (b) *Critical Contracts Consents.* All consents necessary to assign the Critical Contracts to the Purchaser shall have been obtained, or an Assignment Order shall have been issued and entered by the Court in respect of such Critical Contracts where necessary consents have not been obtained, and any such Assignment Order shall not have been vacated, set aside or stayed.
- (c) *Vendors' Deliveries.* Each Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 8.2.
- (d) *No Violation of Orders or Law.* During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any Final Order or Law which has the effect of (i) making any of the transactions contemplated by this Agreement illegal, or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement.
- (e) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 5.2 shall be materially true and correct (i) as of the Closing Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date.
- (f) *No Breach of Covenants.* The Vendors shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendors on or before the Closing.
- (g) *Manufacturer Approval.* The Manufacturer shall have approved the Purchaser as a dealer authorized to sell and service the Manufacturer's vehicles, such approval to be on terms and conditions satisfactory to the Purchaser, acting reasonably.
- (h) *Motor Vehicle Council Approval.* Vehicle Sales Authority of British Columbia shall have approved the application for registration of the Purchaser.
- (i) *Financing.* The Purchaser shall have obtained financing to satisfy the balance of the Purchase Price payable at Closing pursuant to Section 3.3(c) on terms and

conditions satisfactory to the Purchaser, acting reasonably (the "**Purchaser Financing Condition**").

9.2 Vendors' Conditions

The Vendors shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below in this Section 9.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendors, and may be waived by the Vendors in whole or in part, without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall only be binding on the Vendors if made in writing.

- (a) *Court Approval.* The Approval and Vesting Order and, if applicable, the Assignment Order shall each have been issued and entered by the Court and be a Final Order.
- (b) *Purchaser's Deliverables.* The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendors at the Closing all the documents and payments contemplated in Section 8.3.
- (c) *No Violation of Orders or Law.* During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any Final Order or Law which has the effect of (i) making any of the transactions contemplated by this Agreement illegal, or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement.
- (d) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 5.1 shall be materially true and correct (i) as of the Closing Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date.
- (e) *No Breach of Covenants.* The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser, on or before the Closing.

9.3 Conditions Certificate

When the conditions to Closing set out in Section 9.1 and 9.2, have been satisfied and/or waived by the Purchaser or the Vendors, as applicable, the Vendors and the Purchaser or their respective counsel will each deliver to the Monitor written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived and of the amounts of Transfer Taxes required to be paid at Closing (if any is payable) and the Cure Costs payable by the Purchaser on Closing (the "**Conditions Certificates**").

9.4 Monitor's Certificate

Upon receipt by the Monitor of:

- (a) payment in full of the Purchase Price (including the Cure Costs, if any) and Transfer Taxes required to be paid at Closing; and
- (b) the Conditions Certificates,

the Monitor shall (i) issue forthwith the Monitor's Certificate, and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Purchaser). In the case of clauses (i) and (ii), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

ARTICLE 10 TERMINATION

10.1 Grounds for Termination

This Agreement may be terminated prior to the Closing Time:

- (a) by the mutual written agreement of the Parties, with the written consent of the Monitor;
- (b) by written notice from the Purchaser to the Vendors in accordance with Section 7.3;
- (c) by written notice from the Purchaser to the Vendors if there has been a material breach by the Vendors of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and such breach is not curable and has rendered the satisfaction of any condition in Section 9.1 impossible by the Outside Date, provided that at the time of providing such notice of termination, the Purchaser is not in breach of any of its obligations under this Agreement;
- (d) by written notice from the Vendors to the Purchaser if there has been a material breach by the Purchaser of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendors and such breach is not curable and has rendered the satisfaction of any condition in Section 9.2 impossible by the Outside Date, provided that at the time of providing such notice of termination, the Vendors are not in breach of any of its obligations under this Agreement;
- (e) by the Purchaser, on the one hand, or by the Vendors, on the other hand, upon written notice to the other Party if the Closing has not occurred by the Outside Date, provided, however, that the right to terminate this Agreement pursuant to this Section 10.1(e) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in the Closing not occurring by the Outside Date; provided further that where the Approval and Vesting Order has been obtained and remains in effect, neither Party shall be entitled to terminate this Agreement solely as a result of a delay in completing the Closing following such order, except where such delay results from a material breach by the other Party;
- (f) by written notice from the Vendors to the Purchaser if:
 - (i) the Purchaser notifies the Vendors or the Monitor that it does not expect to satisfy the Purchaser Financing Condition by the Purchaser Financing Condition Deadline; or
 - (ii) the Purchaser requests an extension of the Purchaser Financing Condition Deadline; and

- (g) by the Purchaser, on the one hand, or by the Vendors, on the other hand, upon written notice to the other Party if the Purchaser Financing Condition has not been satisfied or waived by the Purchaser by no later than the Purchaser Financing Condition Deadline in accordance with Section 9.1(i).

10.2 Effect of Termination

If this Agreement is terminated pursuant to Section 10.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 7.2 (*Transaction Personal Information*), 7.4 (*Indemnity*), 10.2 (*Effect of Termination*), 10.3 (*Treatment of Deposits*), 11.2 (*Expenses*), 11.3 (*Public Announcements*), 11.4 (*Notices*), 11.8 (*Entire Agreement*), 11.9 (*Amendment*), 11.11 (*Severability*), 11.13 (*Governing Law*), 11.14 (*Dispute Resolution*), 11.15 (*Attornment*), 11.16 (*Successors and Assigns*), 11.17 (*Assignment*), and 11.18 (*Third Party Beneficiaries*), which shall survive such termination.

10.3 Treatment of Deposits

- (a) *Retention of Deposits.* In the event that this Agreement is terminated by the Vendors pursuant to Sections 10.1(d) or 10.1(e), and such termination or the failure of the Closing to occur by the Outside Date results from a breach by the Purchaser of any representation, warranty or covenant contained in this Agreement, then the Deposits shall be forfeited by the Purchaser and retained by the Monitor, for and on behalf of the Vendors, as a genuine estimate of liquidated damages, and not as a penalty.
- (b) *Return of Deposits.* In all other cases of termination of this Agreement (including where termination occurs pursuant to any provision other than Section 10.1(d) or 10.1(e), including, for greater certainty, any termination pursuant to Section 10.1(f) or 10.1(g), or where the failure of the Closing to occur by the Outside Date does not result from a breach by the Purchaser), the Deposits shall be promptly returned to the Purchaser by the Monitor, and such return of the Deposits shall be the Purchaser's sole and exclusive remedy arising from such termination.

ARTICLE 11 GENERAL

11.1 Survival

All representations, warranties, covenants and agreements of the Vendors or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall merge and shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement. For greater certainty, the following sections shall survive Closing: 2.2 (*Assumption of Assumed Liabilities*), 2.4(d) (*Post-Closing Assignment*), 3.2 (*Allocation of Purchase Price*), 3.5 (*Taxes*), 3.6 (*Tax Gross Up*), 3.7 (*Tax Elections*), 5.2(e) (*Commissions*), 5.3 (*As is, Where is*), 7.2 (*Transaction Personal Information*), 7.4 (*Indemnity*), 7.5 (*Books and Records*), 9.3 (*Conditions Certificate*), 9.4 (*Monitor's Certificate*), 10.3 (*Treatment of Deposits*), 11.1 (*Survival*), 11.2 (*Expenses*), 11.3 (*Public Announcements*), 11.4 (*Notices*), 11.5 (*Time of Essence*), 11.6 (*Further Assurances*), 11.7 (*Monitor's Capacity*), 11.8 (*Entire Agreement*), 11.9 (*Amendment*), 11.10 (*Waiver*), 11.11 (*Severability*), 11.12 (*Remedies*), 11.13 (*Governing Law*), 11.14

(*Dispute Resolution*), 11.15 (*Attornment*), 11.16 (*Successors and Assigns*), 11.17 (*Assignment*), and 11.18 (*Third Party Beneficiaries*).

11.2 Expenses

Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

11.3 Public Announcements

The Vendors and Monitor shall be entitled to disclose this Agreement (on an unredacted basis) and all information provided by the Purchaser in connection herewith to the Court and parties of interest in the CCAA Proceedings, and a copy of this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Notwithstanding any other provision of this Agreement, unless such information is otherwise publicly disclosed or, upon the advice of counsel, required by Applicable Law or by any Governmental Authority to be disclosed (including in any Tax Returns), the Purchaser shall not disclose the quantum of the Purchase Price, Base Purchase Price, Additional Purchase Price, Deposits, Cure Costs, Assumed Liabilities or allocation of Purchase Price without the prior written consent of the Vendors and Monitor.

11.4 Notices

- (a) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if sent by e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

if to the Vendors, to:

c/o BDO Canada Limited
20 Wellington E, Suite 500
Toronto, Ontario M5E 1C5

Attention: Breanne Scott
Email: brscott@bdo.ca

with a copy (which shall not constitute notice) to:

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

Attention: James Reid / Pavin Takhar
Email: jwreid@millerthomson.com / ptakhar@millerthomson.com

if to the Purchaser, to:

Dawson Automotive Motor Holdings Ltd.
611, 23033 Wye Road
Sherwood Park, Alberta T8B 1H9

Attention: Brian Dawson
Email: dawsonautoholdings@gmail.com

with a copy (which shall not constitute notice) to:

Farris LLP
2500 – 700 West Georgia Street
Vancouver, BC V7Y 1B3

Attention: David Selley / Rebecca Morse
Email: dselley@farris.com / rmorse@farris.com

- (b) *Deemed Delivery of Notice.* Any such communication so given or made shall be deemed to have been given or made on the day of e-mailing, provided that such day is a Business Day and the communication is so e-mailed before 5:00 p.m. Calgary time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.
- (c) *Change of Address.* Any Party may from time to time change its address under this Section 11.4 by notice to the other Party given in the manner provided by this Section 11.4.

11.5 Time of Essence

Time shall be of the essence of this Agreement in all respects.

11.6 Further Assurances

The Vendors and the Purchaser shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

11.7 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA and any Order of the Court in the CCAA Proceedings, the Vendors and Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors and not in its personal capacity, shall have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the transaction contemplated herein whatsoever.

11.8 Entire Agreement

Other than any confidentiality agreement, non-disclosure agreement or similar undertaking or agreement signed by the Purchaser in favour the Vendors, which remains in full force and effect, except as amended by this Agreement, this Agreement and the agreements contemplated hereby constitute the entire agreement between the Parties or

any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written (including any letter of intent or expression of interest submitted by the Purchaser). There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

11.9 Amendment

No amendment of this Agreement shall be effective unless made in writing and signed by the Parties, with the consent of the Monitor.

11.10 Waiver

A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver and then only in the specific instance and for the specific purpose for which it has been given. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

11.11 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.12 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

11.13 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein.

11.14 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 10, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. Without prejudice to the ability of the Vendors or the Purchaser to enforce this Agreement in any other proper jurisdiction, the Purchaser and the Vendors irrevocably submit and attorn to the non-exclusive jurisdiction of the Court.

11.15 Attornment

Each Party agrees: (i) that any Legal Proceeding relating to this Agreement must be brought before the Court in the CCAA Proceedings, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (ii) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Province of Alberta on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 11.15. Each Party agrees that service of process on such Party as provided in Section 11.4 shall be deemed effective service of process on such Party.

11.16 Successors and Assigns

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

11.17 Assignment

Prior to the issuance of the Approval and Vesting Order, the Purchaser may assign some or all of its rights and obligations under this Agreement to an Affiliate, provided that (i) the Purchaser shall remain jointly and severally liable with such Affiliate to perform all of its obligations hereunder, and (ii) the Purchaser and its assignee execute and deliver to the Vendors an assignment and assumption agreement, in form and substance satisfactory to the Vendors, evidencing such assignment. Other than in accordance with this Section 11.17, the Purchaser may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement.

11.18 Third Party Beneficiaries

Except as set forth in Section 7.4 and 11.7, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.19 Counterparts

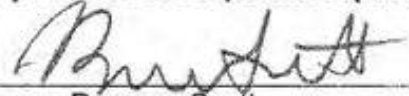
This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

1272986 B.C. LTD.

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

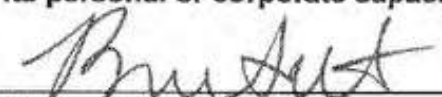
Per: 

Name: Breanne Scott

Title: Partner / Senior Vice President

SUMMIT S AUTO LTD.

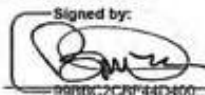
by **BDO CANADA LIMITED**, solely in its capacity as Court-appointed Monitor and not in its personal or corporate capacity

Per: 

Name: Breanne Scott

Title: Partner / Senior Vice President

DAWSON AUTOMOTIVE MOTOR HOLDINGS LTD.

Per: 

Name: Brian Dawson

Title: President

SCHEDULE "A"**PURCHASED ASSETS**

"Purchased Assets" means, other than Excluded Assets, collectively the following assets of each Vendor:

- (a) the Owned Real Property;
- (b) all New Vehicles, Deferred New Vehicles and Demonstrator Vehicles of the Business as at the Closing Date;
- (c) all Used Vehicles which the Vendors elect, at or prior to the Reconciliation Time, to include as a Purchased Asset pursuant to Section 3.4(b)(iv);
- (d) the Parts and Accessories;
- (e) the Assigned Contracts, but only to the extent transferable to the Purchaser or the Purchaser's permitted assignees;
- (f) the Permits and Licences, but only to the extent transferable to the Purchaser or the Purchaser's permitted assignees;
- (g) the Fixed Assets;
- (h) the goodwill of the Business;
- (i) Customer Deposits;
- (j) the Warranty Rights; and
- (k) all Work in Progress.

SCHEDULE "B"**ASSIGNED CONTRACTS****Critical Contracts**

PBS dealer management system agreement.

Personal Property Leases

N/A

Other Contracts

All Customer Contracts.

Owned Real Property: \$[REDACTED]

Fixed Assets: \$[REDACTED]

The value of the Non-Used and Work in Progress shall be pursuant to Section 3.2.

Note: Applicable numbers are

SCHEDULE "D"**OWNED REAL PROPERTY****Sun Valley Nissan Property Legal Description**

LOT 1 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610 (Parcel Identifier: 009-512-781)

LOT 2 DISTRICT LOTS 24 AND 28 KOOTENAY DISTRICT PLAN 15610 (Parcel Identifier: 009-512-829)

APPENDIX L



\$224,500

5417 52 Avenue
Mannville, Alberta
T0B2W0

MLS® Number:
A2324811

 3 + 1
Bedrooms

 2
Bathrooms

 1125
Square Feet

[Get started](#)
 [with a mortgage](#)  

Listing Description

Clean and presentable 4 Bedroom, 2 Bathroom Bi-Level Home with modern Kitchen, spacious Livingroom and very large basement Family Room. Tremendous well organized storage room. Large attached deck accessed off both the rear door and the Dining Room Garden Doors. Fully fenced back yard with firepit, older garden shed and some rear parking space. Well priced for all that this property has to offer. Great Family oriented Community with all basic amenities at your disposal, plus a number of recreational opportunities. Village of Mannville is at the Intersection of double Highway 16 and Secondary Highway 881, therefore paved Hwy Access in all directions! Don't delay, Call Today! Note: This Property is in relation to a CCAA proceeding and the information herein is not warranted by the Lender or court-appointed Monitor, nor should any Purchaser rely solely on this information. Instead, each Purchaser is responsible to conduct its own prudent Due Diligence as this Court Ordered Sale is offered on an "As Is and Where Is" basis. (32293444)

Property Summary

Property Type	Building Type	Storeys
Single Family	House	1
Square Footage ⓘ	Title	Land Size
1125 sqft	Freehold	5498 sqft 4,051 - 7,250 sqft
Built in	Annual Property Taxes	Parking Type
1979	\$2,660.37	Other

Time on
REALTOR
15 days

New!

Explore insurance options.



Protect this Home ⓘ

See how much you could save with TD Insurance.

[Get a quote](#) ↗

Building

Bedrooms		Bathrooms	
Above Grade	Below Grade	Total	Partial
3	1	2	0

Interior Features

Appliances Included	Flooring	Basement Type
Refrigerator, Stove, Washer & Dryer	Carpeted, Linoleum	Full (Finished)

Building Features

Features	Style	Architecture Style
See remarks, Other	Detached	Bungalow
Construction Material	Structures	
Wood frame	Deck	

Heating & Cooling

Cooling	Heating Type
Central air conditioning	Forced air, (Natural gas)

Utilities

Utility Type
Electricity (Connected), Natural Gas (Connected), Sewer (Connected), Water (Connected)

Exterior Features

Exterior
Finish

Composite
Siding, Vinyl
siding

Neighbourhood Features

Amenities
Nearby

Park,
Playground,
Schools,
Shopping

Parking

Parking Type	Total Parking Spaces
Other	2

Measurements

Square Footage	Total Finished Area
1125 sqft	1125 sqft

Rooms

Main level	Bedroom	10.08 Ft x 9.25 Ft
	Bedroom	12.42 Ft x 9.00 Ft
	4pc	11.58 Ft x 9.67 Ft
	Bathroom	
	Dining room	11.58 Ft x 7.17 Ft
	Kitchen	11.58 Ft x 10.75 Ft
	Living room	13.50 Ft x 15.50 Ft
	Primary Bedroom	12.67 Ft x 11.00 Ft
Basement	3pc	8.50 Ft x 7.33 Ft
	Bathroom	
	Bedroom	12.42 Ft x 10.92 Ft
	Laundry room	11.75 Ft x 10.33 Ft
	Recreational, Games room	24.00 Ft x 15.17 Ft
	Storage	11.17 Ft x 20.58 Ft

Land

Lot Features

Fencing	Frontage	Land Depth
Fence	16.76 m	30.17 m

Other Property Information

Zoning
Description
Residential

Data provided by: Pillar 9™

Are you interested in touring this listing?

OR



Paul Corbiere
Associate

📞 780-853-7858



Real Estate Centre - Vermilion

4936 50 Avenue
Vermilion, Alberta T9X1A6

📞 866-345-3414



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APPENDIX M

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.
(THE "COMPANIES" OR "SUMMIT AUTO GROUP")
COMBINED CASH FLOW FORECAST FOR THE PERIOD
APRIL 27, 2026 TO JULY 26, 2026
PRESENTED IN CANADIAN DOLLARS (\$CAD)

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Week Ending		5-3-2026	5-10-2026	5-17-2026	5-24-2026	5-31-2026	6-7-2026	6-14-2026	6-21-2026	6-28-2026	7-5-2026	7-12-2026	7-19-2026	7-26-2026	
Receipts	Notes														
Squamish - New & Used Vehicle Sales	1	192,838	181,014	201,434	160,595	181,014	181,014	201,434	160,595	181,014	181,014	201,434	160,595	181,014	2,365,007
Sun Valley Nissan - New & Used Vehicle Sales	1	132,259	83,000	90,000	83,000	90,000	90,000	83,000	90,000	83,000	90,000	83,000	90,000	159,319	1,246,577
Parts & Service Sales	2	44,437	42,928	34,928	35,877	30,904	32,428	30,428	40,577	31,904	30,428	31,428	56,577	30,590	473,436
Vermilion Liquidation	3	384,843	78,917	78,917	78,917	78,917	78,917	78,917	78,917	78,917	78,917	78,917	78,917	78,917	1,331,843
Mitsubishi Liquidation (Car Sales)	4	86,749	579,759	106,960	106,960	106,960	106,960	-	-	-	-	-	-	-	1,094,349
Arrow VW Vehicle Sale Proceeds	5	509,859	-	-	-	-	-	-	-	-	-	-	-	-	509,859
Tax Refunds	6	-	-	-	-	-	388,952	-	-	-	-	-	-	-	388,952
GST/PST Collected	7	175,628	109,130	55,914	48,677	51,751	51,814	40,529	37,626	38,216	38,979	40,629	39,426	48,457	776,777
Total Receipts		1,526,612	1,074,749	568,153	514,025	539,546	930,086	434,308	407,714	413,051	419,338	435,408	425,514	498,296	8,186,800
Operating Disbursements															
Finance Product Costs	8	5,189	2,225	2,500	2,025	2,300	2,500	2,025	2,300	2,425	2,100	2,225	2,500	2,664	32,978
Lien Payouts	9	76,177	13,282	15,443	11,120	13,282	13,282	15,443	11,120	13,282	13,282	15,443	11,120	13,282	235,559
Vehicle Purchases	10	233,498	83,417	83,067	83,417	83,417	83,067	83,417	83,067	83,417	83,067	83,417	86,883	83,560	1,236,707
Parts Purchases	11	-	8,900	9,200	8,425	8,900	9,200	8,600	8,725	9,200	8,600	8,900	9,025	7,025	104,700
Payroll (Including Taxes)	12	120,188	-	115,000	-	89,000	-	115,000	-	89,000	-	115,000	-	89,000	732,188
Employee Benefits	13	8,342	-	-	-	8,059	-	-	-	8,059	-	-	-	4,352	28,812
Consultants Fees	14	46,460	52,500	-	-	-	52,500	-	-	-	-	52,500	-	-	203,960
Property Taxes	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate Credit Card Repayment	16	-	20,730	-	2,000	-	32,135	-	-	-	32,135	-	-	-	86,999
Vendor Payments	17	36,085	21,515	23,495	23,515	43,478	21,515	23,495	21,515	26,493	21,515	23,495	21,515	21,515	329,144
Rent Payments	18	34,779	-	-	35,100	-	-	-	35,100	-	-	-	-	35,100	140,079
Insurance Payments	19	4,018	-	-	-	9,371	-	-	-	9,371	-	-	-	9,371	32,131
Professionals & Restructuring Costs	20	-	-	352,858	100,000	120,000	200,000	-	-	-	-	150,000	-	-	922,858
Contingency	21	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
GST/PST Paid	22	54,368	3,001	4,134	4,314	4,926	6,189	4,200	4,100	5,000	7,500	4,200	4,100	8,068	114,100
GST/PST Remittance (Refund)	23	53,975	83,214	-	-	-	-	141,160	-	-	-	113,018	-	-	391,367
Vermillion Wind-down	3	13,459	5,767	44	44	44	5,900	-	-	-	5,371	-	-	-	30,629
Mitsubishi Wind-down	4	47,298	34,378	19,854	565	15,256	26,758	24,000	-	-	-	-	-	-	168,110
Debt Service															-
Floor Plan Payments to/(from) BMO	24	493,168	163,749	1,822,136	312,877	322,377	812,377	312,877	215,417	205,917	215,417	205,917	215,417	287,454	5,585,099
BMO Floor Plan Interest	25	44,570	15,000	-	-	-	83,607	-	-	-	-	82,000	-	-	225,177
Bank Fees and Charges	26	2,932	-	-	1,000	-	5,513	-	1,000	-	-	4,813	-	-	15,258
Total Disbursements		1,274,506	510,678	2,450,732	587,402	723,410	1,357,542	733,217	385,344	455,163	391,985	863,928	353,560	564,391	10,651,855
Net Cash Inflow/(Outflow)		252,106	564,071	(1,882,579)	(73,377)	(183,864)	(427,456)	(298,909)	22,371	(42,112)	27,353	(428,520)	71,955	(66,095)	(2,465,055)
Cumulative Net Cash Flow		252,106	816,177	(1,066,402)	(1,139,779)	(1,323,642)	(1,751,098)	(2,050,007)	(2,027,636)	(2,069,748)	(2,042,396)	(2,470,916)	(2,398,961)	(2,465,055)	(2,465,055)
Opening Cash Balance		1,884,703	2,136,809	2,700,880	1,118,301	1,044,924	861,061	433,605	134,696	157,067	114,955	142,308	13,788	85,742	1,884,703
Draw	27			300,000	-	-	-	-	-	-	-	300,000	-	-	600,000
Net Cash Inflow/(Outflow)		252,106	564,071	(1,882,579)	(73,377)	(183,864)	(427,456)	(298,909)	22,371	(42,112)	27,353	(428,520)	71,955	(66,095)	(2,465,055)
Closing Cash Balance	28	2,136,809	2,700,880	1,118,301	1,044,924	861,061	433,605	134,696	157,067	114,955	142,308	13,788	85,742	19,648	19,648

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. (THE "COMPANIES" OR "SUMMIT AUTO GROUP")
 COMBINED CASH FLOW FORECAST FOR THE PERIOD
 APRIL 26, 2026 TO JULY 13, 2026
 PRESENTED IN CANADIAN DOLLARS (\$CAD)

Notes to the Unaudited 13-Week Cash Flow Forecast of the Debtors

In preparing this cash flow forecast (the "13-Week Cash Flow Forecast" or "Fourth Revised Cash Flow Forecast") the Chief Restructuring Officer (the "CRO") of Summit Auto Group have relied upon unaudited financial information and the CRO have not attempted to further verify the accuracy or completeness of such information. The 13-Week Cash Flow Forecast includes estimates concerning the operations of Summit Auto Group and additional information discussed below with respect to the requirements of a Companies Creditors Arrangements Act ("CCAA") filing. Since the 13-Week Cash Flow Forecast is based upon assumptions of future events and conditions that are not ascertainable, the actual results achieved during the period will vary from the 13-Week Cash Flow Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurances that any of the estimates, forecasts or projections will be realized.

Overview

The 13-Week Cash Flow Forecast includes the receipts and disbursements of Summit Auto Group during the 13-Week Cash Flow Forecast period. The CRO, with the assistance of BDO Canada Limited in its capacity as the monitor of the Debtors (the "Monitor") have prepared the 13-Week Cash Flow Forecast based primarily on estimated disbursements related to the ongoing operations and to the CCAA proceedings including the wind-down activities. The 13-Week Cash Flow Forecast excludes any amounts or proceeds expected to be realized from the sale of assets pursuant to the "SISP". Following the closing of the Castle Ford transaction, the Companies' revolving credit facility was repaid (the Monitor's Borrowings). Since that date, the Monitor as obtained \$1.3 million in additional funding/reserves from sale proceeds from BMO to fund the Companies' on-going operations (new "Monitor's Borrowings"). Of this amount, \$1 million has been advanced by the Monitor to the Companies to support liquidity, with the remaining \$300,000 available to be drawn as required. In addition to the foregoing, any projected cash shortfalls during the forecast period (above the remaining \$300,000 currently held by the Monitor) are anticipated to be funded from additional Monitor's Borrowings. Net sale proceeds from the Westcastle GMC transaction are segregated and held in separate Monitor-controlled accounts and are not available for general operating liquidity. The Fourth Revised Cash Flow Forecast does not include any cash flow activity and/or sale proceeds with regards to Westcastle GMC (2412170 Alberta Ltd. or 2416326 Alberta Ltd.). Cash Flow Forecast also assume ongoing operations for Nissan & Squamish dealerships.

Assumptions:

- Estimated vehicle sales based on the Companies' sales forecasts, average MSRP of vehicles in inventory, vehicle trade-in values, current market conditions, and the cyclical sales cycle reflective of the season. In some weeks, vehicle sales reflect the Companies' ongoing effort to monetize old inventory through wholesale. Vehicles are categorized by dealership for Squamish and Sun Valley (include both used and new) because the dealerships have punched many new aged vehicles to receive final OEM rebates, which converts the vehicle's category to 'used'.
- Calculated based on past sales figures and sales mix. In later weeks, parts sales are increased to reflect realization efforts on remaining parts inventory not acquired by purchasers under the "SISP", as well as the collection of work-in-progress balances upon completion of related work orders.
- Represents cash receipts and disbursements associated with the orderly wind-down of the Vermilion dealership. Receipts include proceeds from the liquidation of dealership operations, including new and used vehicle sales, parts and service revenue, and other operating inflows, excluding any proceeds related to real property. Disbursements include all costs associated with the wind-down process, including operating expenses, payroll, and other expenditures required to facilitate the liquidation and closure of the dealership.
- Represents cash receipts and disbursements associated with the orderly wind-down of the Mitsubishi dealership. Receipts include proceeds from the liquidation of dealership operations, including new and used vehicle sales, parts and service revenue, and other operating inflows, excluding any proceeds related to real property as it is a leased premises. Disbursements include all costs associated with the wind-down process, including operating expenses, payroll, and other expenditures required to facilitate the liquidation and closure of the dealership.
- Represents the remaining cash receipts from vehicles sales for the Arrow VW dealership that were liquidated via retail and auction sale channels versus selling as part of the SISP.
- Represents corporate tax refunds from the CRA upon catch-up of corporate tax filings related to Squamish Chrysler.
- GST and PST collected on receipts.
- Costs related to finance products sold (warranties, car packages, and credit insurance) as part of vehicle sales.
- Projected lien payouts calculated based on forecasted trade-in vehicles, the percentage of trade-in vehicles with liens, and an average lien amount.
- Vehicle purchases (including dealer trades taken in) are for immediate resale to customers, with proceeds reflected in subsequent weeks through vehicle sales.
- Calculated using historical average gross margin on projected parts sales. Figures in later weeks assume a ramp-down of parts purchases to deplete existing inventory and apply credits with OEMs arising from prior parts returns.
- Payroll made up of salaried employees, hourly employees, and contractor amounts. Employee payroll is administered twice a month through an external service provider. Payroll at month end is higher as sales commissions are paid out.
- Continuation of employee benefit plan with the Companies' current insurance provider.
- External consultants brought-in by the CRO or the Monitor to help stabilize the operation of dealerships.
- No property tax payments are assumed during the forecast period.
- Periodic repayment of the BMO Mastercard used for operating expenses.
- Payment of go-forward vendor payments, consistent with past weekly run rate.
- Rent payments to third party landlords of Squamish Chrysler and Cranbrook Mitsubishi.
- Continuation of insurance policy premiums to be paid as scheduled.
- Represents costs of the Monitor and its counsel, the CRO, the Companies' counsel, the sales agent, and BMO's counsel, including the catch-up of professional fees incurred to date. All Westcastle GMC fees are excluded and funded out from amounts held in reserve for Westcastle GMC in the Monitor's trust account.
- Contingency is assumed to cover unanticipated costs.
- GST and PST paid on disbursements.
- GST and PST remittances paid monthly in respect of the prior month's net GST and PST collected. In later weeks, amounts are presented net of GST/PST credits arising from previously filed returns.
- Represents the net of principal repayments of floor line financing on vehicles sold (capped at the sale proceeds collected for the corresponding vehicle) and financing provided for the purchase of vehicles or trade-ins. Certain weeks may also include floor plan advances as the Companies' chattel vehicles currently not on the floor plan.
- Estimated based on the latest floor line principal balance and the interest rate stated in the loan agreement, and excludes vehicles previously crystalized as sold-in-violation as at the Filing Date.
- Miscellaneous bank fees and charges paid to BMO on a monthly basis.
- Drawn Monitors' Borrowings/reserves from sales proceeds started at \$1 million at the beginning of these cashflows. It is estimated that an additional \$600,000 will be drawn during the cash flow period to a total of \$1.6 million.
- Cash shortfalls are expected to be funded through funds held in a Monitor-controlled trust account, of which \$1 million has been advanced and approximately \$300,000 remains available plus additional funding as required up to a maximum of \$3.5 million.

APPENDIX N

Summit Automotive Group
Cumulative Budget to Actual Comparison
April 27 to July 5, 2026

(\$ CAD)				
	Cumulative			
	Budget	Actual	Variance F(U)	Notes
Receipts				
Squamish - New & Used Vehicle Sales	1,821,964	5,042,517	3,220,552	Favourable variance with large portion of variance in relation to OpenLane collections received during reporting period.
Sun Valley Nissan - New & Used Vehicle Sales	914,259	696,928	(217,331)	Unfavourable variance due to less than projected sales at Sun Valley dealership during reporting period.
Parts & Service Sales	354,840	278,559	(76,281)	
Vermilion Liquidation	1,095,093	1,101,062	5,970	
Mitsubishi Liquidation (Car Sales)	1,094,349	749,401	(344,948)	
Arrow VW Vehicle Sale Proceeds	509,859	509,859	-	
Tax Refunds	388,952	-	(388,952)	The unfavourable variance reflects timing, as the anticipated tax refund has not yet been received and is expected to be realized in a subsequent period.
GST/PST Collected	648,265	739,206	90,941	
Total Receipts	6,827,581	9,117,532	2,289,951	
Operating Disbursements				
Finance Product Costs	25,589	36,768	(11,179)	
Lien Payouts	195,713	123,359	72,354	Favourable variance reflects lower than anticipated lien settlements associated with trade-in volumes during the reporting period.
Vehicle Purchases	982,848	917,963	64,885	Favourable variance due to less than projected vehicle purchases during reporting period. Future vehicles purchases are not projected going forward as majority of dealerships have wound down.
Parts Purchases	79,750	59,524	20,226	
Payroll (Including Taxes)	528,188	470,522	57,665	Favourable variance due to terminated employees with closures of dealerships. Lower payroll as a result.
Employee Benefits	24,460	18,728	5,732	As a result of terminated employees, projected benefits lower than actual, causing a favourable variance.
Consultants Fees	151,460	57,480	93,980	Favourable variance due to less consultant expenses needed for Mitsubishi located as previously anticipated.
Property Taxes	-	-	-	
Corporate Credit Card Repayment	86,999	65,201	21,798	
Vendor Payments	262,620	545,985	(283,366)	Higher than projected payments to Summit S vendors in Week 5 cause of negative variance.
Rent Payments	104,979	84,871	20,108	Rent amounts lower than projected a result of premises vacated on wind down of dealerships.
Insurance Payments	22,760	30,516	(7,756)	
Professionals & Restructuring Costs	772,858	313,806	459,052	Professional fees to be paid/brought current in 2 of revised cash flow (Week Ending July 19). Timing variance.
Contingency	27,000	-	27,000	Favourable variances reflects non-utilization of contingency during reporting period. This account is intended for non-recurring, unexpected items
GST/PST Paid	97,732	197,696	(99,965)	
GST/PST Remittance (Refund)	278,349	485,240	(206,891)	Higher than projected GST payment made early of reporting period relating to payment of remittances of, causing unfavourable variance.
Vermillion Wind-down	30,629	43,206	(12,577)	
Mitsubishi Wind-down	168,110	174,442	(6,332)	
Debt Service	-	-	-	
Floor Plan Payments to/(from) BMO	4,876,311	5,831,497	(955,186)	As a result of higher than anticipated receipts from cash sales, offsetting BMO floor plan payments were higher than projected during the reporting period resulting in unfavourable variance.
BMO Floor Plan Interest	143,177	124,651	18,525	
Bank Fees and Charges	10,445	13,408	(2,963)	
Total Disbursements	8,869,977	9,594,867	(724,890)	
Net Cash Inflow/(Outflow)	(2,042,396)	(477,335)	1,565,061	
Cumulative Net Cash Flow	(2,042,396)	(477,335)	1,565,061	The favourable cumulative variance reflects stronger cash generation during the period and timing differences in disbursements, partially offset by elevated floorplan remittances during the reporting period along with higher than anticipated GST/PST remittances.
Opening Cash Balance	1,884,703	1,884,703	-	
Draw	300,000	300,000	-	
Net Cash Inflow/(Outflow)	(2,042,396)	(477,335)	1,565,061	
Closing Cash Balance	142,308	1,707,368	1,565,061	

APPENDIX O

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. (THE "COMPANIES" OR "SUMMIT AUTO GROUP")

COMBINED CASH FLOW FORECAST FOR THE PERIOD
JULY 6, 2026 TO DECEMBER 31, 2026
PRESENTED IN CANADIAN DOLLARS (\$CAD)

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	Month	Month	Month	Total
Week Ending		2026-07-12	2026-07-19	2026-07-26	2026-08-02	2026-08-09	2026-08-16	2026-08-23	2026-08-30	2026-09-06	2026-09-13	2026-09-20	2026-09-27	2026-10-04	Oct 2026	Nov 2026	Dec 2026	
Receipts	Notes																	
New & Used Vehicle Sales	1	182,041	59,000	59,000	59,000	59,000	59,000	59,000	59,000	59,000	59,000	59,000	59,000	-	-	-	-	654,041
Parts & Service Sales	2	23,295	19,000	17,000	18,000	19,000	17,000	18,000	19,000	17,000	17,000	17,000	17,000	-	-	-	-	167,295
Squamish Liquidation Proceeds	3	74,211	91,350	-	76,965	-	312,541	-	-	-	-	-	-	-	29,943	-	-	555,067
Vermillion Liquidation Proceeds	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mitsubishi Liquidation Proceeds	5	1,902	-	-	150,000	-	-	-	-	-	-	-	-	-	-	-	-	151,902
Sold Dealerships - Remaining Receipts	6	21,258	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21,258
GST/PST Collected	7	-	2,950	2,950	2,950	2,950	2,950	2,950	2,950	2,950	2,950	2,950	2,950	-	-	-	-	23,600
Total Receipts		302,707	172,300	78,950	306,915	80,950	391,491	79,950	80,950	78,950	78,950	78,950	78,950	-	29,943	-	-	1,573,163
Operating Disbursements																		
Finance Product Costs	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lien Payouts	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Purchases	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parts Purchases	11	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	-	-	-	55,000
Payroll (Including Taxes)	12	37,324	-	-	27,500	-	37,500	-	27,500	-	-	37,500	-	-	-	-	-	167,324
Employee Benefits	13	-	4,000	-	-	-	4,000	-	-	-	-	4,000	-	-	-	-	-	12,000
Consultants Fees	14	-	6,000	12,500	44,500	-	6,000	-	34,500	-	-	6,000	-	15,000	-	-	-	124,500
Property Taxes	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate Credit Card Repayment	16	-	-	-	5,000	-	-	-	-	5,000	-	-	-	-	-	-	-	10,000
Vendor Payments	17	3,866	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	-	-	-	-	69,866
Rent Payments	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance Payments	19	-	6,500	-	-	6,500	-	-	-	-	6,500	-	-	-	-	-	-	19,500
Professionals & Restructuring Costs	20	-	229,019	71,170	31,887	25,000	125,000	25,000	-	25,000	-	75,000	-	50,000	75,000	75,000	75,000	882,076
Contingency	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GST/PST Paid	22	-	550	550	550	550	550	550	550	550	550	550	550	-	-	-	-	6,050
GST/PST Remittance (Refund)	23	-	2,400	2,400	18,464	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	-	-	-	-	42,464
Squamish Wind-Down Costs	3	29,581	12,850	12,034	24,023	-	116,497	-	-	-	-	-	-	-	-	-	-	194,985
Vermillion Wind-Down Costs	4	2,011	-	4,623	2,500	-	-	-	2,500	-	-	-	2,500	-	-	-	-	14,134
Mitsubishi Wind-Down Costs	5	1,490	9,547	-	-	-	35,925	-	-	-	-	-	-	-	-	-	-	46,961
Sold Dealerships - Remaining Disbursements	6	586	1,034	-	11,200	-	4,725	-	-	-	-	-	-	-	-	-	-	17,545
Floor Plan Payments to/(from) BMO	24	52,797	762,618	557,820	329,654	57,820	57,820	57,820	57,820	57,820	57,820	57,820	57,820	-	-	-	-	2,165,449
BMO Floor Plan Interest	25	(60,086)	-	-	4,757	-	-	-	-	4,757	-	-	-	-	-	-	-	(50,571)
Bank Fees and Charges	26	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120
Total Disbursements		67,687	1,045,517	672,098	511,035	103,270	401,418	96,770	136,270	106,527	78,270	194,270	74,270	65,000	75,000	75,000	75,000	1,144,755
Net Cash Inflow/(Outflow)		235,020	(873,217)	(593,148)	(204,120)	(22,320)	(9,927)	(16,820)	(55,320)	(27,577)	680	(115,320)	4,680	(65,000)	(45,057)	(75,000)	(75,000)	(1,937,445)
Cumulative Net Cash Flow		235,020	(638,197)	(1,231,345)	(1,435,465)	(1,457,785)	(1,467,711)	(1,484,531)	(1,539,851)	(1,567,429)	(1,566,749)	(1,682,069)	(1,677,389)	(1,742,389)	(1,787,445)	(1,862,445)	(1,937,445)	(1,937,445)
Opening Cash Balance		1,707,368	1,942,388	1,312,552	719,404	515,284	492,964	483,038	466,218	410,898	383,320	384,000	268,680	273,360	208,360	163,304	88,304	1,707,368
Draw	27		243,381	-	-	-	-	-	-	-	-	-	-	-	-	-	-	243,381
Net Cash Inflow/(Outflow)		235,020	(873,217)	(593,148)	(204,120)	(22,320)	(9,927)	(16,820)	(55,320)	(27,577)	680	(115,320)	4,680	(65,000)	(45,057)	(75,000)	(75,000)	(1,937,445)
Closing Cash Balance	28	1,942,388	1,312,552	719,404	515,284	492,964	483,038	466,218	410,898	383,320	384,000	268,680	273,360	208,360	163,304	88,304	13,304	13,304

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COMBINED CASH FLOW FORECAST FOR THE PERIOD
JULY 6 TO DECEMBER 31, 2026
PRESENTED IN CANADIAN DOLLARS (\$CAD)

Notes to the Unaudited Cash Flow Forecast of the Debtors

In preparing this cash flow forecast (the "Fifth Revised Cash Flow Forecast") the Chief Restructuring Officer (the "CRO") of Summit Auto Group have relied upon unaudited financial information and the CRO have not attempted to further verify the accuracy or completeness of such information. The Fifth Revised Cash Flow Forecast includes estimates concerning the operations of Summit Auto Group and additional information discussed below with respect to the requirements of a *Companies Creditors Arrangements Act* ("CCAA") filing. Since the Fifth Revised Cash Flow Forecast is based upon assumptions of future events and conditions that are not ascertainable, the actual results achieved during the period will vary from the Fifth Revised Cash Flow Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurances that any of the estimates, forecasts or projections will be realized.

Overview

The 13-week and monthly thereafter until December 31, 2026, Fifth Revised Cash Flow Forecast includes the receipts and disbursements of Summit Auto Group during the Fifth Revised Cash Flow Forecast period. The CRO, with the assistance of BDO Canada Limited in its capacity as the monitor of the Debtors (the "Monitor") have prepared the Fifth Revised Cash Flow Forecast based primarily on estimated disbursements related to the ongoing operations and to the CCAA proceedings including the wind-down activities. The Fifth Revised Cash Flow Forecast excludes any amounts or proceeds expected to be realized from the sale of assets pursuant to the "SISP" or Listing Process. Following the closing of the Castle Ford transaction, the Companies' revolving credit facility was repaid (the Monitor's Borrowings). Net sale proceeds from the Westcastle GMC transaction are segregated and held in separate Monitor-controlled accounts and are not available for general operating liquidity. The Fifth Revised Cash Flow Forecast does not include any cash flow activity and/or sale proceeds with regards to Westcastle GMC (2412170 Alberta Ltd. or 2416326 Alberta Ltd.). The Fifth Revised Cash Flow Forecast assumes ongoing operations for only the Sun Valley Nissan dealership.

Assumptions:

- Estimated vehicle sales based on the Companies' sales forecasts, average MSRP of vehicles in inventory, vehicle trade-in values, current market conditions, and the cyclical sales cycle reflective of the season. In some weeks, vehicle sales reflect the Companies' ongoing effort to monetize old inventory through wholesale. Vehicles are categorized by dealership for Sun Valley (include both used and new) because the dealerships have punched many new aged vehicles to receive final OEM rebates, which converts the vehicle's category to 'used'.
- Calculated based on past sales figures and sales mix. In later weeks, parts sales are increased to reflect realization efforts on remaining parts inventory not acquired by purchasers under the "SISP", as well as the collection of work-in-progress balances upon completion of related work orders.
- Represents cash receipts and disbursements (inclusive of GST & PST) associated with the orderly wind-down of the Squamish dealership. Receipts include proceeds from the liquidation of dealership operations, including new and used vehicle sales, parts and service revenue, and other operating inflows, excluding any proceeds related to real property. Additionally, a \$300k+ GST refund from CRA is also now included in this category. Disbursements include all costs associated with the wind-down process, including operating expenses, payroll, and other expenditures required to facilitate the liquidation and closure of the dealership.
- Represents cash receipts and disbursements (inclusive of GST & PST) associated with the orderly wind-down of the Vermilion dealership. Receipts include proceeds from the liquidation of dealership operations, including new and used vehicle sales, parts and service revenue, and other operating inflows, excluding any proceeds related to real property. Disbursements include all costs associated with the wind-down process, including operating expenses, payroll, and other expenditures required to facilitate the liquidation and closure of the dealership.
- Represents cash receipts and disbursements (inclusive of GST & PST) associated with the orderly wind-down of the Mitsubishi dealership. Receipts include proceeds from the liquidation of dealership operations, including new and used vehicle sales, parts and service revenue, and other operating inflows, excluding any proceeds related to real property as it is a leased premises. Disbursements include all costs associated with the wind-down process, including operating expenses, payroll, and other expenditures required to facilitate the liquidation and closure of the dealership.
- Represents the remaining cash receipts (inclusive of GST and PST) from excluded assets from the dealerships sold in the SISP, namely Arrow VW and Castle Ford.
- GST and PST collected on receipts.
- Costs related to finance products sold (warranties, car packages, and credit insurance) as part of vehicle sales.
- Projected lien payouts calculated based on forecasted trade-in vehicles, the percentage of trade-in vehicles with liens, and an average lien amount.
- Vehicle purchases (including dealer trades taken in) are for immediate resale to customers, with proceeds reflected in subsequent weeks through vehicle sales.
- Calculated using historical average gross margin on projected parts sales. Figures in later weeks assume a ramp-down of parts purchases to deplete existing inventory and apply credits with OEMs arising from prior parts returns.
- Payroll made up of salaried employees, hourly employees, and contractor amounts. Employee payroll is administered twice a month through an external service provider. Payroll at month end is higher as sales commissions are paid out.
- Continuation of employee benefit plan with the Companies' current insurance provider.
- External consultants brought-in by the CRO or the Monitor to help stabilize the operation of dealerships.
- No property tax payments are assumed during the forecast period.
- Periodic repayment of the BMO Mastercard used for operating expenses.
- Payment of go-forward vendor payments, consistent with past weekly run rate.
- Rent payments to third party landlords.
- Continuation of insurance policy premiums to be paid as scheduled.
- Represents costs of the Monitor and its counsel, and BMO's counsel, including the catch-up of professional fees incurred to date. All Westcastle GMC fees are excluded and funded out from amounts held in reserve for Westcastle GMC in the Monitor's trust account.
- Contingency is assumed to cover unanticipated costs.
- GST and PST paid on disbursements.
- GST and PST remittances paid monthly in respect of the prior month's net GST and PST collected. In later weeks, amounts are presented net of GST/PST credits arising from previously filed returns.
- Represents the net of principal repayments of floor line financing on vehicles sold in all dealership even those that are being wound-down (capped at the sale proceeds collected for the corresponding vehicle) and financing provided for the purchase of vehicles or trade-ins. Certain weeks may also include floor plan advances as the Companies' chattel vehicles currently not on the floor plan.
- Estimated based on the latest floor line principal balance and the interest rate stated in the loan agreement, and excludes vehicles previously crystallized as sold-in-violation as at the Filing Date.
- Miscellaneous bank fees and charges paid to BMO on a monthly basis.
- Drawn Monitors' Borrowings/reserves from sales proceeds used to fund operations.
- Cash shortfalls are expected to be funded through funds held in a Monitor-controlled trust account, of which approximately \$300,000 remains available plus additional funding as required up to a maximum of \$3.5 million.

APPENDIX P

**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 KM
LTD., 2437342 ALBERTA LTD., 1972207 ALBERTA LTD., 1175104 B.C. LTD., 1262113 B.C. LTD., AND 1272986 B.C. LTD.**

Summary of Professional Fees

Monitor Fees:	Invoice #	Dates	Fees	Disbursements	Discount	Subtotal	GST	Total
Summit Auto Group	3961699	Apr 1 - May 15, 2026	\$ 109,371.50	\$ -	\$ (22,500.00)	\$ 86,871.50	\$ 4,343.58	\$ 91,215.08
Summit Auto Group	3967194	May 16 - Jun 15, 2026	\$ 101,820.00	\$ -	\$ (35,000.00)	\$ 66,820.00	\$ 3,341.00	\$ 70,161.00
Summit Auto Group	4007141	Jun 16 - June 30, 2026	\$ 23,541.50	\$ -	\$ (3,000.00)	\$ 20,541.50	\$ 1,027.08	\$ 21,568.58
			\$ 234,733.00	\$ -	\$ (60,500.00)	\$ 174,233.00	\$ 8,711.65	\$ 182,944.65
Monitor's Counsels Fees:								
Summit Auto Group	4266733	May 1 - May 30, 2026	\$ 67,563.45	\$ 225.21	\$ -	\$ 67,788.66	\$ 3,381.43	\$ 71,170.09
Summit Auto Group	4278363	June 1 - June 30, 2026	\$ 29,612.45	\$ 791.60	\$ -	\$ 30,404.05	\$ 1,482.59	\$ 31,886.64
			\$ 97,175.90	\$ 1,016.81	\$ -	\$ 98,192.71	\$ 4,864.02	\$ 103,056.73
Total Summit Auto Group			\$ 331,908.90	\$ 1,016.81	\$ (60,500.00)	\$ 272,425.71	\$ 13,575.67	\$ 286,001.38
Monitor Fees:	Invoice #	Dates	Fees	Disbursements	Discount	Subtotal	GST	Total
Westcastle GMC	3961871	Apr 1 - May 15, 2026	\$ 27,831.50	\$ -	\$ (5,000.00)	\$ 22,831.50	\$ 1,141.58	\$ 23,973.08
Westcastle GMC	3967194	May 16 - Jun 15, 2026	\$ 22,208.00	\$ -	\$ (5,000.00)	\$ 17,208.00	\$ 860.40	\$ 18,068.40
Westcastle GMC	4007138	Jun 16 - June 30, 2026	\$ 9,067.50	\$ -	\$ (3,000.00)	\$ 6,067.50	\$ 303.38	\$ 6,370.88
			\$ 59,107.00	\$ -	\$ (13,000.00)	\$ 46,107.00	\$ 2,305.35	\$ 48,412.35
Monitor's Counsels Fees:								
Westcastle GMC	4266734	May 1 - May 30, 2026	\$ 50,484.15	\$ -	\$ -	\$ 50,484.15	\$ 2,524.21	\$ 53,008.36
Westcastle GMC	4278364	June 1 to June 30, 2026	\$ 35,220.15	\$ 3.00	\$ -	\$ 35,223.15	\$ 1,761.16	\$ 36,984.31
			\$ 85,704.30	\$ 3.00	\$ -	\$ 85,707.30	\$ 4,285.37	\$ 89,992.67
Total Westcastle GMC Fees			\$ 144,811.30	\$ 3.00	\$ (13,000.00)	\$ 131,814.30	\$ 6,590.72	\$ 138,405.02
Total Monitor Fees			\$ 293,840.00	\$ -	\$ (73,500.00)	\$ 220,340.00	\$ 11,017.00	\$ 231,357.00
Total Counsel Fees			\$ 182,880.20	\$ 1,019.81	\$ -	\$ 183,900.01	\$ 9,149.39	\$ 193,049.40
Total Summit Auto Group/Westcastle GMC			\$ 476,720.20	\$ 1,019.81	\$ (73,500.00)	\$ 404,240.01	\$ 20,166.39	\$ 424,406.40

APPENDIX Q

From: Bezner, Amanda <Amanda.Bezner@td.com>
Sent: January 22, 2026 10:38 AM
To: Lonergan, Clark
Cc: Kennedy, Robert; Heematally, Wassim; Bernard, Mike P
Subject: RE: [EXT] RE: Westcastle Payout

Hi Clark,

As discussed yesterday, please see updated payout schedule and remaining balance of \$128,473.12 to be paid to TD.

Facility #	Borrower	Description	Principal	Interest	Total
1	2412170 Alberta Ltd.	Operating Line	\$ 365,201.68	\$ 2,832.86	\$ 368,034.54
2	2412170 Alberta Ltd.	Floorplan	\$ 4,975,478.64	\$ 23,421.19	\$ 4,998,899.83
3	2412170 Alberta Ltd.	VISA *	\$ 23,008.44	\$ -	\$ 23,008.44
4	2416326 Alberta Ltd.	TDCM	\$ 1,812,500.00	\$ 10,035.79	\$ 1,822,535.79
5	2416326 Alberta Ltd.	Term Loan	\$ 107,381.12	\$ 689.48	\$ 108,070.60
6	2416326 Alberta Ltd.	Term Loan	\$ 261,904.72	\$ 1,681.57	\$ 263,586.29
Total Owed to TD			\$ 7,545,474.60	\$ 38,660.89	\$ 7,584,135.49
	Legal Fees up to Jan 9, 2026		\$ 387,387.70	\$ -	\$ 387,387.70
	Legal Fees Jan 10-21		\$ 11,300.00		\$ 11,300.00
	FTI (Dec and Jan invoice)		\$ 13,296.83		\$ 13,296.83
Total			\$ 7,957,459.13	\$ 38,660.89	\$ 7,996,120.02

Total payout per above	7,996,120.02
Claims reserve fees	50,000.00
Total owing to TD	8,046,120.02
Less: Funds held by TD	3,441,564.80
	4,604,555.22
Wire issued to Dentons	4,476,082.10
Remaining Balance owing to TD	128,473.12

I am away starting tomorrow and all of next week. Please reach out to Wassim or Mike if necessary.

Thanks
Amanda

Amanda Bezner, CPA, CA, CIRP | Senior Manager, Special Account Management | **TD Auto Finance**
C: 647-271-8643 | amanda.bezner@td.com

APPENDIX R

14230 - 140 St., NW Edmonton, AB T6V 1J8
Phone: 587-497-9799



ALBERTA MOTOR VEHICLE
INDUSTRY COUNCIL

INVOICE #:

Date: 06/30/2026

Customer Name	THE LOAN STORE	POSTAL CODE	PHONE#
Address	10208 82 AVE	T6E1Z7	7807162333

[illegible]

Note:

Sub Total	86,100.00
GST	4,305.00
TOTAL	90,405.00

Customer's Signature: _____

GST# 844944991 RT0001

APPENDIX S



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

T 403.298.2400
F 403.262.0007

MILLERTHOMSON.COM

June 29, 2026

VIA REGISTERED MAIL & EMAIL
enlink@hotmail.ca

2279148 Alberta Inc.
7904 159 Avenue NW
Edmonton, AB T5Z 2V3

Pavin Takhar
Direct Line: +1 403.298.2432
ptakhar@millerthomson.com

File No. 0262720.0004

Attention: Sajed Darwiche

Dear Sir:

Re: Amounts Owing to Westcastle GMC

We are counsel to BDO Canada Limited, the Court-appointed monitor (the "**Monitor**") of, among others, 2412170 Alberta Ltd. and 2416326 Alberta Ltd. (collectively, "**Westcastle GMC**").

The Monitor has completed a detailed review of the books and records of Westcastle GMC, including a reconciliation of vehicle sales and corresponding receipts. That review has identified a number of vehicles, as particularized in **Schedule "A"** (the "**Cars**"), that were transferred or otherwise conveyed to 2279148 Alberta Inc. ("**227**") without any corresponding payment or sufficient consideration being recorded (sold under value). The Bills of Sale for the Cars are attached as **Schedule "B"**.

On the basis of the available records, the total outstanding amount owing in respect of the Cars is \$451,637 corresponding with no payments received or under value payments. Formal demand is hereby made for payment of this amount by no later than July 3, 2026.

If 227 takes the position that payment has been made for any or all of the Cars, you are required to provide complete and verifiable proof of such payment by July 3, 2026.

In addition, we are aware that the following vehicles were subsequently sold to Black Diamond Export Ltd. ("**Black Diamond**"):

1. 2022 Chevrolet 3500 Truck (VIN: 2GC4YTEYXN1221370); and
2. 2024 GMC Terrain SUV (VIN: 3GKALMEG5RL350642),

and that payment for these vehicles was directed to, and received by, 227. Copies of the Bills of Sale are enclosed as **Schedule "C"**.

In the absence of clear evidence demonstrating that Westcastle GMC received proper payment for these vehicles, demand is hereby made for immediate remittance of the full proceeds received by 227 in respect of same.

The Monitor continues its review of Westcastle GMC and any outstanding amounts owing by 227, and reserves all rights and remedies available to it.

Yours truly,

MILLER THOMSON LLP

Per:



Pavin Takhar

Enclosure

cc: J.W. Reid & C. Klok
B. Scott & A. Shah (BDO Canada Limited)
C. Lonergan & E. MacKinnon (Ethos Advisory)



SCHEDULE "A"

#	VIN	Year	Make	Model	TD Floorplan Amount (Original)	Purchase Date	Westcastle Purchase Price (Excl GST)	Purchase Date	227 Purchase Price (Excl GST)	AR O/S	Loss on Sale from Original Purchase Price	KM on vehicle sale to 227	Valuation	Loss on Sale from Original Purchase Price	Appendix Legend
1	3GKALMEG5RL350642	2024	GMC	Terrain	\$ 32,414.00	14-Oct-25	\$ 32,414.00	03-Dec-25	\$ 16,000.00	16,000.00	\$ (16,414.00)	14,002	\$ 26,000.00	\$ (10,000.00)	A
2	2GC4YTEYXN1221370	2022	Chev	Silverado 3500	\$ 59,693.00	TBD	\$ 70,925.23	03-Dec-25	\$ 40,000.00	40,000.00	\$ (30,925.23)	45,429	\$ 64,000.00	\$ (24,000.00)	B
3	1C6RR7FG7KS594689	2019	Ram	1500 Classic	\$ 18,381.56	Mar-24	\$ 18,608.54	03-Dec-25	\$ 10,000.00	10,000.00	\$ (8,608.54)	153,011	\$ 15,500.00	\$ (5,500.00)	C
4	2C4RC1S77RR115468	2024	Chrysler	Pacifica	\$ 60,375.00	30-Apr-25	\$ 62,678.16	10-Dec-25	\$ 26,000.00	26,000.00	\$ (36,678.16)	2,299	\$ 55,000.00	\$ (29,000.00)	D
5	1G1ZD5ST8PF250490	2023	Chev	Malibu	\$ 24,700.00	28-May-25	\$ 24,700.00	03-Dec-25	\$ 10,000.00	10,000.00	\$ (14,700.00)	26,492	\$ 18,000.00	\$ (8,000.00)	E
6	1N6ED1CM2PN603928	2023	Nissan	Frontier	\$ 39,840.00	28-May-25	\$ 39,840.00	03-Dec-25	\$ 16,000.00	16,000.00	\$ (23,840.00)	28,869	\$ 46,000.00	\$ (30,000.00)	F
7	KL4AMESL4RB159323	2024	Buick	Encore GX	\$ 35,175.00	07-Jul-25	\$ 38,880.25	03-Dec-25	\$ 24,000.00	24,000.00	\$ (14,880.25)	29,433	\$ 26,000.00	\$ (2,000.00)	G
8	3VVSX7B22RM094874	2024	Volkswagen	Taos	\$ 23,500.00	02-Jul-25	\$ 26,000.00	03-Dec-25	\$ 21,000.00	21,000.00	\$ (5,000.00)	29,515	\$ 22,500.00	\$ (1,500.00)	H
9	1GCVKREC7HZ168281	2017	Chev	Silverado 1500 LT	\$ -	29-Aug-25	\$ 24,000.00	03-Dec-25	\$ 6,000.00	6,000.00	\$ (18,000.00)	219,027	\$ 8,500.00	\$ (2,500.00)	I
10	3KPA25A80KE170218	2019	KIA	RIO	\$ 18,000.00	29-Aug-25	\$ 14,500.00	03-Dec-25	\$ 9,750.00	9,750.00	\$ (4,750.00)	117,841	\$ 7,800.00	\$ 1,950.00	J
11	1C6RR7LT1NS164274	2022	Ram	1500 Classic	\$ -	16-Apr-25	\$ 37,500.00	03-Dec-25	\$ 20,000.00	20,000.00	\$ (17,500.00)	11,850	\$ 35,000.00	\$ (15,000.00)	K
12	1GKS2BKD8PR206708	2023	GMC	Yukon	\$ 58,500.00	03-Oct-25	\$ 58,500.00	05-Nov-25	\$ 63,000.00	63,000.00	\$ 4,500.00	110,247	\$ 53,000.00	\$ 10,000.00	L
13	3GNAXWEG3RS150187	2024	Chev	Equinox	\$ 31,808.00	18-Jul-25	\$ 55,600.00	05-Nov-25	\$ 23,500.00	-	\$ (32,100.00)	54,890	\$ 27,000.00	\$ (3,500.00)	M
14	3GTUUCE80SG132891	2025	GMC	Sierra 1500	\$ 66,355.00	27-Aug-25	\$ 72,220.00	05-Nov-25	\$ 55,000.00	55,000.00	\$ (17,220.00)	10,261	\$ 55,500.00	\$ (500.00)	N
15	3GKALYEG1RL220106	2024	GMC	Terrain	\$ 35,876.00	14-Oct-25	\$ 37,200.00	05-Nov-25	\$ 26,000.00	-	\$ (11,200.00)	28,290	\$ 27,500.00	\$ (1,500.00)	O
16	3GKALUEG1TL135282	2026	GMC	Terrain	\$ -	14-Oct-25	\$ 38,500.00	05-Nov-25	\$ 33,000.00	-	\$ (5,500.00)	5,043	\$ 35,500.00	\$ (2,500.00)	P
17	1GCRDAED1RZ285815	2024	Chev	Silverado	\$ 42,767.00	14-Oct-25	\$ 51,490.00	05-Nov-25	\$ 34,000.00	-	\$ (17,490.00)	27,637	\$ 29,500.00	\$ 4,500.00	Q
TOTAL					\$ 547,384.56		\$ 703,556.18		\$ 433,250.00	\$ 316,750.00	\$ (270,306.18)		\$ 552,300.00	\$ (119,050.00)	
										GST	5%				
										A/R Outstanding	\$ 332,587.50				
										Sale Under Value	\$ 119,050.00				
										Amount Owed	\$ 451,637.50				

SCHEDULE "B"



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE #82036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	16,000.00				
NEW	MODEL YEAR 2024	MAKE GMC	MODEL NAME TERRAIN	MODEL No./BODY TYPE TXL26 FWD 4dr	COLOUR SUMMIT WHITE
DEMO	VEHICLE IDENTIFICATION NUMBER 3GKALMEG5RL350642				WJ0642
USED	XX				
IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM	14002	PURCHASER'S INITIALS
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS: In-service date: 10/02/2024					
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT		
☒ G.S.T. NON-REGISTRANT ☐ G.S.T. REGISTRANT G.S.T. REG-STRANT NO.			TOTAL CASH SALE PRICE 16,000.00 VEHICLE TRANSPORT CHARGES N/A VEHICLE INSPECTION FEES N/A AMVIC FEE N/A AB TIRE RECYCLING FEE N/A FEDERAL LUXURY TAX (IF APPLICABLE) N/A SUBTOTAL 16,000.00 TRADE-IN ALLOWANCE N/A DIFFERENCE 16,000.00 G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE 800.00 SUBTOTAL 16,800.00		
YEAR MAKE MODEL SERIAL No. MI KM ODOMETER READING					
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OR UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.					
PURCHASER INITIALS X					
LIEN PAYABLE TO					
ADDRESS			ESTIMATED AMOUNT \$		
TOTAL CASH SALE PRICE 16,000.00		PURCHASER INSURANCE INFORMATION			
Was there anything promised that is not in writing? YES X N/A NO X		NAME OF INSURANCE COMPANY		PAYOUT LIEN ON TRADE-IN N/A	
		POLICY No.		GASOLINE (INCLUDES G.S.T.) N/A	
		EXPIRY DATE		BALANCE DUE 16,800.00	
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form X initial		NAME OF AGENT		DEPOSIT CASH ☐ CHEQUE ☐ N/A	
		PHONE No.		REC. NO.	
As a purchaser of a used vehicle, I have received the vehicle history information. X initial		DRIVERS LICENSE # / GOV. ISSUED I.D. #		PAYABLE ON DELIVERY N/A	
		EXPIRY DATE		REC. NO. N/A	
I acknowledge that I have received all incentive and/or rebates that are applicable X initial		THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		BALANCE FINANCED N/A	
				EXTENDED WARRANTY N/A	
EXTENDED WARRANTY CONTRACT ☒ OFFERED ☒ ACCEPTED ☐ REFUSED		PRIVACY NOTICE THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.		G.S.T. ON EXT. WARR. N/A	
PURCHASER INITIALS X				DISABILITY N/A	
As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS X		ACKNOWLEDGMENT OF CONDITIONS THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.		LIFE INSURANCE N/A	
TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.		REGISTRATION FEE N/A	
NAME OF OFFICIAL (PRINT) BRENDAN S2035933		BILL OF SALE DATED THIS 3rd DAY OF December 2025		TOTAL BALANCE DUE 16,800.00	
TITLE FINANCE		PURCHASER'S SIGNATURE X		ACTUAL DELIVERY DATE DAY MONTH YEAR 03 DEC 2025	
SIGNATURE				SALESPERSON'S NAME (PRINT)	
				SALESPERSON'S AMVIC LICENSE #	
				SALESPERSON'S SIGNATURE	
				OFFICE USE ONLY	



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K 1W0
Tel: (403)627-4266

489

GST#: 744625302 RT0001

AMVIC#: B2036381

Deal#: 2279251105B

Cust#: 106098

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER			OCCUPATION	BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	40,000.00				
		NEW	MODEL YEAR 2022	MAKE CHEVROLET	MODEL NAME SILVERADO 3500HD
		DEMO			MODEL No./BODY TYPE CK30743 4WD Crew Cab 159"
		USED	XX	VEHICLE IDENTIFICATION NUMBER 2GC4YTEYXN1221370	COLOUR WHITE
					W0530A
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM
				45429	X
		PURCHASER'S INITIALS			
		WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:			
		In-service date: 07/28/2022			
		TRADE IN DESCRIPTION & LIEN DISCLOSURE		TERMS OF SETTLEMENT	
		☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO.		Total Cash Sale Price 40,000.00	
		☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN \$		Vehicle Transport Charges N/A	
		YEAR	MAKE	MODEL	AMVIC Fee N/A
		SERIAL No.			AB Tire Recycling Fee N/A
		MI KM	ODOMETER READING		Extended Warranty N/A
		I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF, UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			
		PURCHASER INITIALS X			
		LIEN PAYABLE TO			
		ADDRESS	ESTIMATED AMOUNT \$		
		TOTAL CASH SALE PRICE 40,000.00			
		Was there anything promised that is not in writing? YES X N/A NO X			
		As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form X initial			
		As a purchaser of a used vehicle, I have received the vehicle history information. X initial			
		I acknowledge that I have received all incentive and/or rebates that are applicable X initial			
		EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐			
		PURCHASER INITIALS X			
		As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS X			
		TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.			
		NAME OF OFFICIAL (PRINT) BRENDAN			
		TITLE Finance			
		SIGNATURE			
		PURCHASER'S SIGNATURE X			
		BILL OF SALE DATED THIS 3rd DAY OF December, 2025			
		INSURE VERBAL AGREEMENTS ARE IN WRITING			
		OFFICE USE ONLY			



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE #B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	10,000.00				
		NEW	MODEL YEAR 2019	MAKE RAM	MODEL NAME 1500 CLASSIC
		DEMO			MODEL No./BODY TYPE DS6L41 4x4 Quad Cab 6'4"
		USED	VEHICLE IDENTIFICATION NUMBER 1C6RR7FG7KS594689		COLOUR BLACK
					W14689
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM
					153011
		PURCHASER'S INITIALS			
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:					
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT		
☒ G.S.T. NON-REGISTRANT ☐ G.S.T. REGISTRANT G.S.T. REGISTRANT NO.			TOTAL CASH SALE PRICE 10,000.00		
YEAR MAKE MODEL SERIAL No.			VEHICLE TRANSPORT CHARGES N/A		
MI KM ODOMETER READING			VEHICLE INSPECTION FEES N/A		
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			AMVIC FEE N/A		
PURCHASER INITIALS ☒			AB TIRE RECYCLING FEE N/A		
LIEN PAYABLE TO			FEDERAL LUXURY TAX (IF APPLICABLE) N/A		
ADDRESS ESTIMATED AMOUNT \$			SUBTOTAL 10,000.00		
TOTAL CASH SALE PRICE 10,000.00			TRADE-IN ALLOWANCE N/A		
Was there anything promised that is not in writing? YES ☒ N/A NO ☐			DIFFERENCE 10,000.00		
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form ☒ initial			G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE 500.00		
As a purchaser of a used vehicle, I have received the vehicle history information. ☒ initial			SUBTOTAL 10,500.00		
I acknowledge that I have received all incentive and/or rebates that are applicable ☒ initial			PAYOUT LIEN ON TRADE-IN N/A		
EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐ PURCHASER INITIALS ☒			GASOLINE (INCLUDES G.S.T.) N/A		
As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS ☒			BALANCE DUE 10,500.00		
TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.			DEPOSIT CASH ☐ CHEQUE ☐ N/A		
NAME OF OFFICIAL (PRINT) BRENDAN S2035933			REC. NO.		
TITLE FINANCE			PAYABLE ON DELIVERY N/A		
SIGNATURE			REC. NO.		
ACKNOWLEDGMENT OF CONDITIONS THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.			BALANCE FINANCED N/A		
THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.			EXTENDED WARRANTY N/A		
BILL OF SALE DATED THIS 3rd DAY OF December, 2025			G.S.T. ON EXT. WARR. N/A		
PURCHASER'S SIGNATURE ☒			DISABILITY N/A		
INSURE VERBAL AGREEMENTS ARE IN WRITING			LIFE INSURANCE N/A		
OFFICE USE ONLY			REGISTRATION FEE N/A		
TOTAL BALANCE DUE 10,500.00			ACTUAL DELIVERY DATE DAY MONTH YEAR 03 DEC 2025		
SALESPERSON'S NAME (PRINT)			SALESPERSON'S AMVIC LICENSE #		
SALESPERSON'S SIGNATURE			SALESPERSON'S SIGNATURE		



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE # B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
10	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	26,000.00	NEW ☒ DEMO ☐ USED ☐	MODEL YEAR 2024	MAKE CHRYSLER	MODEL NAME PACIFICA HYBRID
		VEHICLE IDENTIFICATION NUMBER 2C4RC1S77RR115468		MODEL No./BODY TYPE RUET53 2WD	COLOUR WHITE
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI 2299
		WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:		PURCHASER'S INITIALS	
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT		
☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO.			☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN: \$		
YEAR MAKE MODEL			TOTAL CASH SALE PRICE 26,000.00		
SERIAL No.			VEHICLE TRANSPORT CHARGES N/A		
MI KM ODOMETER READING			VEHICLE INSPECTION FEES N/A		
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW.			AMVIC FEE N/A		
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			AB TIRE RECYCLING FEE N/A		
PURCHASER INITIALS X			FEDERAL LUXURY TAX (IF APPLICABLE) N/A		
LIEN PAYABLE TO			SUBTOTAL 26,000.00		
ADDRESS			TRADE-IN ALLOWANCE N/A		
ESTIMATED AMOUNT \$			DIFFERENCE 26,000.00		
TOTAL CASH SALE PRICE 26,000.00			G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE 1,300.00		
PURCHASER INSURANCE INFORMATION			SUBTOTAL 27,300.00		
NAME OF INSURANCE COMPANY			PAYOUT LIEN ON TRADE-IN N/A		
POLICY No. EXPIRY DATE			GASOLINE (INCLUDES G.S.T.) N/A		
NAME OF AGENT PHONE No.			BALANCE DUE 27,300.00		
DRIVERS LICENSE # / GOV. ISSUED I.D. # EXPIRY DATE			DEPOSIT CASH ☐ CHEQUE ☐ N/A		
THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS			REC. NO.		
PRIVACY NOTICE			PAYABLE ON DELIVERY N/A		
THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.			REC. NO. N/A		
ACKNOWLEDGMENT OF CONDITIONS			BALANCE FINANCED N/A		
THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.			EXTENDED WARRANTY N/A		
THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.			G.S.T. ON EXT. WARR. N/A		
BILL OF SALE DATED THIS 10th DAY OF December 2025			DISABILITY N/A		
PURCHASER'S SIGNATURE X			LIFE INSURANCE N/A		
NAME OF OFFICIAL (PRINT) Jillian Foster S1038395			REGISTRATION FEE N/A		
TITLE Controll			TOTAL BALANCE DUE 27,300.00		
SIGNATURE			ACTUAL DELIVERY DATE		
			DAY MONTH YEAR		
			10 DEC 2025		
			SALESPERSON'S NAME (PRINT)		
			SALESPERSON'S AMVIC LICENSE #		
			SALESPERSON'S SIGNATURE		
			OFFICE USE ONLY		



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE #B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	10,000.00	NEW	MODEL YEAR 2023	MAKE CHEVROLET	MODEL NAME MALIBU
		DEMO			MODEL No./BODY TYPE 1ZD59 4dr Sdn
		USED	XX	VEHICLE IDENTIFICATION NUMBER 1G1ZD5ST8PF250490	COLOUR GREY
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM
				26492	PURCHASER'S INITIALS
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:					
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT		
☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO.			☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN: \$		
YEAR			MAKE		
SERIAL No.			MODEL		
MI			ODOMETER READING		
KM					
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.					
PURCHASER INITIALS X			TOTAL CASH SALE PRICE 10,000.00		
LIEN PAYABLE TO			VEHICLE TRANSPORT CHARGES N/A		
ADDRESS			VEHICLE INSPECTION FEES N/A		
ESTIMATED AMOUNT \$			AMVIC FEE N/A		
			AB TIRE RECYCLING FEE N/A		
			FEDERAL LUXURY TAX (IF APPLICABLE) N/A		
			SUBTOTAL 10,000.00		
			TRADE-IN ALLOWANCE N/A		
			DIFFERENCE 10,000.00		
			G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE 500.00		
			SUBTOTAL 10,500.00		
TOTAL CASH SALE PRICE 10,000.00					
PURCHASER INSURANCE INFORMATION					
NAME OF INSURANCE COMPANY					
POLICY No.					
EXPIRY DATE					
NAME OF AGENT					
PHONE No.					
DRIVERS LICENSE # / GOV. ISSUED I.D. #					
EXPIRY DATE					
THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS					
PRIVACY NOTICE					
THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.					
ACKNOWLEDGMENT OF CONDITIONS					
THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.					
THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.					
BILL OF SALE DATED THIS 3rd DAY OF December 2025					
PURCHASER'S SIGNATURE X					
NAME OF OFFICIAL (PRINT) BRENDAN S2035933					
TITLE FINANCE					
SIGNATURE					
SALESPERSON'S NAME (PRINT)					
SALESPERSON'S AMVIC LICENSE #					
SALESPERSON'S SIGNATURE					
OFFICE USE ONLY					



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE #B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	

OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.						
BASIC VEHICLE	16,000.00	NEW	MODEL YEAR 2023	MAKE NISSAN	MODEL NAME FRONTIER	MODEL No./BODY TYPE 4KL673 King Cab standard	COLOUR WHITE	
		DEMO	VEHICLE IDENTIFICATION NUMBER 1N6ED1CM2PN603928					
		USED	XX	W13928				
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY		MI KM	PURCHASER'S INITIALS	
				28869		X		
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:								
TRADE IN DESCRIPTION & LIEN DISCLOSURE				TERMS OF SETTLEMENT				
☒ G.S.T. NON-REGISTRANT		☐ G.S.T. REGISTRANT		TOTAL CASH SALE PRICE		16,000.00		
G.S.T. REGISTRANT NO.		G.S.T. DUE ON TRADE IN		VEHICLE TRANSPORT CHARGES		N/A		
YEAR		MAKE		MODEL		VEHICLE INSPECTION FEES		
SERIAL No.						N/A		
MI KM		ODOMETER READING		AMVIC FEE		N/A		
				AB TIRE RECYCLING FEE		N/A		
				FEDERAL LUXURY TAX (IF APPLICABLE)		N/A		
				SUBTOTAL		16,000.00		
				TRADE-IN ALLOWANCE		N/A		
				DIFFERENCE		16,000.00		
				G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE		800.00		
				SUBTOTAL		16,800.00		
TOTAL CASH SALE PRICE		16,000.00						
PURCHASER INSURANCE INFORMATION								
Was there anything promised that is not in writing? YES ☒ N/A ☐ NO ☐		NAME OF INSURANCE COMPANY		PAYOUT LIEN ON TRADE-IN		N/A		
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form ☒ initial		POLICY No.		EXPIRY DATE		GASOLINE (INCLUDES G.S.T.)		
As a purchaser of a used vehicle, I have received the vehicle history information. ☒ initial		NAME OF AGENT		PHONE No.		BALANCE DUE		
I acknowledge that I have received all incentive and/or rebates that are applicable ☒ initial		DRIVERS LICENSE # / GOV. ISSUED I.D. #		EXPIRY DATE		DEPOSIT CASH ☐ CHEQUE ☐		
		THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		REC. NO.		N/A		
				PAYABLE ON DELIVERY		N/A		
				REC. NO.		N/A		
				BALANCE FINANCED		N/A		
				EXTENDED WARRANTY		N/A		
				G.S.T. ON EXT. WARR.		N/A		
				DISABILITY		N/A		
				LIFE INSURANCE		N/A		
				REGISTRATION FEE		N/A		
				TOTAL BALANCE DUE		16,800.00		
				ACTUAL DELIVERY DATE				
				DAY		MONTH		
				03		DEC		
						2025		
				SALESPERSON'S NAME (PRINT)				
				SALESPERSON'S AMVIC LICENSE #				
				SALESPERSON'S SIGNATURE				
				OFFICE USE ONLY				

NAME OF OFFICIAL (PRINT) BRENDAN S2035933		TITLE FINANCE	
SIGNATURE		BILL OF SALE DATED THIS 3rd DAY OF December 2025	
		PURCHASER'S SIGNATURE X	

INSURE VERBAL AGREEMENTS ARE IN WRITING



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K 1W0
Tel: (403)627-4266

494
GST#: 744625302 RT0001
AMVIC#: B2036381
Deal#: 2279251105
Cust#: 106098

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	24,000.00				
		NEW	MODEL YEAR 2024	MAKE BUICK	MODEL NAME ENCORE GX
		DEMO	VEHICLE IDENTIFICATION NUMBER KL4AMESL4RB159323		MODEL No./BODY TYPE 4TY26 AWD 4dr
		USED	XX	COLOUR BLACK	
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM
				29433	X
		PURCHASER'S INITIALS			
		WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:			
		TRADE IN DESCRIPTION & LIEN DISCLOSURE		TERMS OF SETTLEMENT	
		☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO.		☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN:	
		YEAR		MAKE	MODEL
		SERIAL No.			
		MI KM	ODOMETER READING		
		I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW.			
		I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			
		PURCHASER INITIALS X			
		LIEN PAYABLE TO			
		ADDRESS		ESTIMATED AMOUNT	
				\$	
		TOTAL CASH SALE PRICE 24,000.00			
		PURCHASER INSURANCE INFORMATION			
		NAME OF INSURANCE COMPANY			
		POLICY No.		EXPIRY DATE	
		NAME OF AGENT		PHONE No.	
		DRIVERS LICENSE # / GOV. ISSUED I.D. #		EXPIRY DATE	
		THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS			
		PRIVACY NOTICE			
		THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.			
		ACKNOWLEDGMENT OF CONDITIONS			
		THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT, IF THE PURCHASER IS AN INDIVIDUAL. THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.			
		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.			
		BILL OF SALE DATED THIS 3rd DAY OF December 2025			
		PURCHASER'S SIGNATURE X			
		NAME OF OFFICIAL (PRINT) BRENDAN			
		TITLE Finance			
		SIGNATURE			
		OFFICE USE ONLY			



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE # B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.																			
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail																			
EMPLOYER		OCCUPATION		BUS. PHONE																			
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.																					
BASIC VEHICLE	21,000.00	<table border="1"> <tr> <td>NEW</td> <td>MODEL YEAR 2024</td> <td>MAKE VOLKSWAGEN</td> <td>MODEL NAME TAOS</td> <td>MODEL No./BODY TYPE CL13RZ FWD</td> <td>COLOUR Gray</td> </tr> <tr> <td>DEMO</td> <td colspan="5">VEHICLE IDENTIFICATION NUMBER 3VVSX7B22RM094874</td> </tr> <tr> <td>USED</td> <td>XX</td> <td colspan="3"></td> <td>18515989A</td> </tr> </table>				NEW	MODEL YEAR 2024	MAKE VOLKSWAGEN	MODEL NAME TAOS	MODEL No./BODY TYPE CL13RZ FWD	COLOUR Gray	DEMO	VEHICLE IDENTIFICATION NUMBER 3VVSX7B22RM094874					USED	XX				18515989A
NEW	MODEL YEAR 2024	MAKE VOLKSWAGEN	MODEL NAME TAOS	MODEL No./BODY TYPE CL13RZ FWD	COLOUR Gray																		
DEMO	VEHICLE IDENTIFICATION NUMBER 3VVSX7B22RM094874																						
USED	XX				18515989A																		
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM																		
		WARRANTIES		NEW: MANUFACTURERS WARRANTY																			
		USED: NO WARRANTY UNLESS STATED AS FOLLOWS:																					
		TRADE IN DESCRIPTION & LIEN DISCLOSURE		TERMS OF SETTLEMENT																			
		☒ G.S.T. NON-REGISTRANT ☐ G.S.T. REGISTRANT NO.		TOTAL CASH SALE PRICE 21,000.00																			
		G.S.T. DUE ON TRADE IN: \$		VEHICLE TRANSPORT CHARGES N/A																			
		YEAR MAKE MODEL		VEHICLE INSPECTION FEES N/A																			
		SERIAL No.		AMVIC FEE N/A																			
		MI KM ODOMETER READING		AB TIRE RECYCLING FEE N/A																			
		I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.		FEDERAL LUXURY TAX (IF APPLICABLE) N/A																			
		PURCHASER INITIALS X		SUBTOTAL 21,000.00																			
		LIEN PAYABLE TO		TRADE-IN ALLOWANCE N/A																			
		ADDRESS		DIFFERENCE 21,000.00																			
		ESTIMATED AMOUNT \$		G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE 1,050.00																			
		TOTAL CASH SALE PRICE 21,000.00		SUBTOTAL 22,050.00																			
		PURCHASER INSURANCE INFORMATION																					
		NAME OF INSURANCE COMPANY		PAYOUT LIEN ON TRADE-IN N/A																			
		POLICY No.		GASOLINE (INCLUDES G.S.T.) N/A																			
		EXPIRY DATE		BALANCE DUE 22,050.00																			
		NAME OF AGENT		DEPOSIT CASH ☐ CHEQUE ☐ N/A																			
		PHONE No.		REC. NO.																			
		DRIVERS LICENSE # / GOV. ISSUED I.D. #		PAYABLE ON DELIVERY N/A																			
		EXPIRY DATE		REC. NO.																			
		THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		BALANCE FINANCED 22,050.00																			
		PRIVACY NOTICE		EXTENDED WARRANTY N/A																			
		THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.		G.S.T. ON EXT. WARR. N/A																			
		ACKNOWLEDGMENT OF CONDITIONS		DISABILITY N/A																			
		THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.		LIFE INSURANCE N/A																			
		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.		REGISTRATION FEE N/A																			
		BILL OF SALE DATED THIS 3rd DAY OF December 2025		TOTAL BALANCE DUE 22,050.00																			
		PURCHASER'S SIGNATURE X		ACTUAL DELIVERY DATE																			
				DAY MONTH YEAR																			
				03 DEC 2025																			
				SALESPERSON'S NAME (PRINT)																			
				SALESPERSON'S AMVIC LICENSE #																			
				SALESPERSON'S SIGNATURE																			
				OFFICE USE ONLY																			



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T.# 744625302
AMVIC BUSINESS LICENSE # B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	6,000.00				
		NEW	MODEL YEAR 2017	MAKE CHEVROLET	MODEL NAME SILVERADO 1500
		DEMO	VEHICLE IDENTIFICATION NUMBER 1GCVKREC7HZ168281		MODEL No./BODY TYPE CK15753 4WD Double Cab 14
		USED	XX		COLOUR GREEN
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM
				219027	PURCHASER'S INITIALS
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:					
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT		
☒ G.S.T. NON-REGISTRANT			TOTAL CASH SALE PRICE 6,000.00		
G.S.T. REGISTRANT NO.			VEHICLE TRANSPORT CHARGES N/A		
YEAR MAKE MODEL			VEHICLE INSPECTION FEES N/A		
SERIAL No.			AMVIC FEE N/A		
MI KM ODOMETER READING			AB TIRE RECYCLING FEE N/A		
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF, UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW.			FEDERAL LUXURY TAX (IF APPLICABLE) N/A		
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			SUBTOTAL 6,000.00		
PURCHASER INITIALS X			TRADE-IN ALLOWANCE N/A		
LIEN PAYABLE TO			DIFFERENCE 6,000.00		
ADDRESS			G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE 300.00		
ESTIMATED AMOUNT \$			SUBTOTAL 6,300.00		
TOTAL CASH SALE PRICE 6,000.00					
PURCHASER INSURANCE INFORMATION					
NAME OF INSURANCE COMPANY			PAYOUT LIEN ON TRADE-IN N/A		
POLICY No.			GASOLINE (INCLUDES G.S.T.) N/A		
EXPIRY DATE			BALANCE DUE 6,300.00		
NAME OF AGENT			DEPOSIT CASH ☐ CHEQUE ☐ N/A		
PHONE No.			REC. NO.		
DRIVERS LICENSE # / GOV. ISSUED I.D. #			PAYABLE ON DELIVERY N/A		
EXPIRY DATE			REC. NO. N/A		
THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS			BALANCE FINANCED N/A		
PRIVACY NOTICE			EXTENDED WARRANTY N/A		
THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.			G.S.T. ON EXT. WARR. N/A		
ACKNOWLEDGMENT OF CONDITIONS			DISABILITY N/A		
THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.			LIFE INSURANCE N/A		
THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.			REGISTRATION FEE N/A		
BILL OF SALE DATED THIS 3rd DAY OF December 2025			TOTAL BALANCE DUE 6,300.00		
PURCHASER'S SIGNATURE X			ACTUAL DELIVERY DATE		
			DAY MONTH YEAR		
			03 DEC 2025		
NAME OF OFFICIAL (PRINT) BRENDAN S2035933			SALESPERSON'S NAME (PRINT)		
TITLE FINANCE			SALESPERSON'S AMVIC LICENSE #		
SIGNATURE			SALESPERSON'S SIGNATURE		
			OFFICE USE ONLY		



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K 1W0
Tel: (403)627-4266

497

GST#: 744625302 RT0001
AMVIC#: B2036381
Deal#: 2279251105C
Cust#: 106098

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS		PRICE		I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.	
BASIC VEHICLE		9,750.00			
		NEW	MODEL YEAR 2019	MAKE KIA	MODEL NAME RIO 5-DOOR
		DEMO	VEHICLE IDENTIFICATION NUMBER 3KPA25AB0KE170218		MODEL No./BODY TYPE H9S602A1700422 Manual
		USED	XX	COLOUR SILVER	W0218
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY 117841	PURCHASER'S INITIALS
		WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:			
		TRADE IN DESCRIPTION & LIEN DISCLOSURE		TERMS OF SETTLEMENT	
		☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO.		Total Cash Sale Price 9,750.00	
		☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN \$		Vehicle Transport Charges N/A	
		YEAR	MAKE	MODEL	AMVIC Fee N/A
		SERIAL No.			AB Tire Recycling Fee N/A
		MI KM	ODOMETER READING		Extended Warranty N/A
		I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OR UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW.			
		I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			
		PURCHASER INITIALS X		Federal Luxury Tax (if Applicable) N/A	
		LIEN PAYABLE TO		Subtotal 9,750.00	
		ADDRESS		Trade In Allowance N/A	
		ESTIMATED AMOUNT \$		Difference 9,750.00	
TOTAL CASH SALE PRICE		9,750.00		GST on Total Vehicle Price less Trade In Allowance 487.50	
		PURCHASER INSURANCE INFORMATION		Subtotal 10,237.50	
Was there anything promised that is not in writing? YES X N/A NO X		NAME OF INSURANCE COMPANY		Payout Lien on Trade In N/A	
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form X initial		POLICY No.		Total Amount 10,237.50	
As a purchaser of a used vehicle, I have received the vehicle history information. X initial		NAME OF AGENT		Deposit N/A	
I acknowledge that I have received all incentive and/or rebates that are applicable X initial		PHONE No.		Payable on Delivery N/A	
EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐		DRIVERS LICENSE # / GOV. ISSUED I.D. #		Disability Insurance N/A	
PURCHASER INITIALS X		EXPIRY DATE		Life Insurance N/A	
As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS X		THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		Registration Fee N/A	
TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.		PRIVACY NOTICE THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.		PPSA Fee N/A	
NAME OF OFFICIAL (PRINT) BRENDAN		ACKNOWLEDGMENT OF CONDITIONS THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT, IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.		Bank Service Fee N/A	
TITLE Finance		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.		Balance Due / Amount Financed 10,237.50	
SIGNATURE		BILL OF SALE DATED THIS 3rd DAY OF December, 2025		ACTUAL DELIVERY DATE DAY MONTH YEAR 03 DEC 2025	
		PURCHASER'S SIGNATURE X		SALESPERSON'S NAME (PRINT)	
				SALESPERSON'S AMVIC LICENSE #	
				SALESPERSON'S SIGNATURE	
				OFFICE USE ONLY	

INSURE VERBAL AGREEMENTS ARE IN WRITING



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE #B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
03	DEC	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.																			
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail																			
EMPLOYER		OCCUPATION		BUS. PHONE																			
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.																					
BASIC VEHICLE	20,000.00	<table border="1"> <tr> <td>NEW</td> <td>MODEL YEAR</td> <td>MAKE</td> <td>MODEL NAME</td> <td>MODEL No./BODY TYPE</td> <td>COLOUR</td> </tr> <tr> <td>DEMO</td> <td>2022</td> <td>RAM</td> <td>1500 CLASSIC</td> <td>DS6H98 4x4 Crew Cab 57"</td> <td></td> </tr> <tr> <td>USED</td> <td colspan="3">VEHICLE IDENTIFICATION NUMBER 1C6RR7LT1NS164274</td> <td colspan="2">WM274</td> </tr> </table>				NEW	MODEL YEAR	MAKE	MODEL NAME	MODEL No./BODY TYPE	COLOUR	DEMO	2022	RAM	1500 CLASSIC	DS6H98 4x4 Crew Cab 57"		USED	VEHICLE IDENTIFICATION NUMBER 1C6RR7LT1NS164274			WM274	
NEW	MODEL YEAR	MAKE	MODEL NAME	MODEL No./BODY TYPE	COLOUR																		
DEMO	2022	RAM	1500 CLASSIC	DS6H98 4x4 Crew Cab 57"																			
USED	VEHICLE IDENTIFICATION NUMBER 1C6RR7LT1NS164274			WM274																			
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM																		
		WARRANTIES		NEW: MANUFACTURERS WARRANTY	PURCHASER'S INITIALS																		
		USED: NO WARRANTY UNLESS STATED AS FOLLOWS:																					
TRADE IN DESCRIPTION & LIEN DISCLOSURE																							
☒ G.S.T. NON-REGISTRANT ☐ G.S.T. REGISTRANT G.S.T. REGISTRANT NO.			☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN \$																				
YEAR			MAKE	MODEL																			
SERIAL No.																							
MI			ODOMETER READING																				
KM																							
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.																							
PURCHASER INITIALS: X																							
LIEN PAYABLE TO																							
ADDRESS			ESTIMATED AMOUNT																				
			\$																				
PURCHASER INSURANCE INFORMATION																							
NAME OF INSURANCE COMPANY			PAYOUT LIEN ON TRADE-IN																				
POLICY No.			GASOLINE (INCLUDES G.S.T.)																				
EXPIRY DATE			BALANCE DUE																				
NAME OF AGENT			DEPOSIT																				
PHONE No.			CASH ☐ CHEQUE ☐																				
DRIVERS LICENSE # / GOV. ISSUED I.D. #			REC. NO.																				
EXPIRY DATE			PAYABLE ON DELIVERY																				
THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS			REC. NO.																				
			BALANCE FINANCED																				
			EXTENDED WARRANTY																				
			G.S.T. ON EXT. WARR.																				
			DISABILITY																				
			LIFE INSURANCE																				
			REGISTRATION FEE																				
			TOTAL BALANCE DUE																				
			21,000.00																				
			ACTUAL DELIVERY DATE																				
			DAY MONTH YEAR																				
			03 DEC 2025																				
SALESPERSON'S NAME (PRINT)																							
SALESPERSON'S AMVIC LICENSE #																							
SALESPERSON'S SIGNATURE																							
OFFICE USE ONLY																							



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T.# 744625302
AMVIC BUSINESS LICENSE # B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
05	NOV	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	

OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.					
BASIC VEHICLE	63,000.00	NEW	MODEL YEAR 2023	MAKE GMC	MODEL NAME YUKON	MODEL No./BODY TYPE TK10706 4WD 4dr	COLOUR GREEN
		DEMO	VEHICLE IDENTIFICATION NUMBER 1GKS2BKD8PR206708				17830887A
		USED	XX				
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM	110245	PURCHASER'S INITIALS
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:							
TRADE IN DESCRIPTION & LIEN DISCLOSURE				TERMS OF SETTLEMENT			
☒ G.S.T. NON-REGISTRANT		☐ G.S.T. REGISTRANT		TOTAL CASH SALE PRICE		63,000.00	
G.S.T. REGISTRANT NO.		G.S.T. DUE ON TRADE IN:		VEHICLE TRANSPORT CHARGES		N/A	
YEAR	MAKE	MODEL		VEHICLE INSPECTION FEES		N/A	
SERIAL No.		ODOMETER READING		AMVIC FEE		N/A	
MI KM				AB TIRE RECYCLING FEE		N/A	
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW.				FEDERAL LUXURY TAX (IF APPLICABLE)		N/A	
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.				SUBTOTAL		63,000.00	
PURCHASER INITIALS X				TRADE-IN ALLOWANCE		N/A	
LIEN PAYABLE TO				DIFFERENCE		63,000.00	
ADDRESS		ESTIMATED AMOUNT		CALCULATED VEHICLE PRICE LESS TRADE-IN ALLOWANCE		3,150.00	
		\$		SUBTOTAL		66,150.00	
TOTAL CASH SALE PRICE		63,000.00					
PURCHASER INSURANCE INFORMATION							
NAME OF INSURANCE COMPANY				PAYMENT PLAN ON TRADE-IN			
POLICY No.				EXPIRY DATE			
NAME OF AGENT				PHONE No.			
DRIVERS LICENSE # / GOV. ISSUED I.D. #				EXPIRY DATE			
THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS				BALANCE DUE			
				66,150.00			
				DEPOSIT CASH ☐ CHEQUE ☐			
				N/A			
				REG. NO.			
				N/A			
				TOTAL ON DELIVERY			
				N/A			
				REG. NO.			
				N/A			
				BALANCE FINANCED			
				N/A			
				EXTENDED WARRANTY			
				N/A			
				G.S.T. ON EXT. WARR.			
				N/A			
				DISABILITY			
				N/A			
				LIFE INSURANCE			
				N/A			
				REGISTRATION FEE			
				N/A			
				ROYAL BALANCE DUE			
				66,150.00			
				ACTUAL DELIVERY DATE			
				DAY MONTH YEAR			
				05 NOV 2025			
				PERSON'S NAME (PRINT)			
				PERSON'S AMVIC LICENSE #			
				PERSON'S SIGNATURE			
				OFFICE USE ONLY			

Was there anything promised that is not in writing? YES X <u>N/A</u> NO X <u></u>		As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form X <u></u> initial		As a purchaser of a used vehicle, I have received the vehicle history information. X <u></u> initial		I acknowledge that I have received all incentive and/or rebates that are applicable X <u></u> initial	
EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐ PURCHASER INITIALS X <u></u>		As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS X <u></u>		TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.		NAME OF OFFICIAL (PRINT) BRENDAN S2035933	
SIGNATURE		TITLE FINANCE		BILL OF SALE DATED THIS <u>5th</u> DAY OF <u>November</u> <u>2025</u> PURCHASER'S SIGNATURE X <u></u>		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.	

INSURE VERBAL AGREEMENTS ARE IN WRITING



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K 1W0
Tel: (403)627-4266

500
GST#: 744625302 RT0001
AMVIC#: B2036381
Deal#: 2279251105G
Cust#: 106098

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
05	NOV	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER			OCCUPATION	BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	23,500.00				
		NEW	MODEL YEAR 2024	MAKE CHEVROLET	MODEL NAME EQUINOX RS
		DEMO	VEHICLE IDENTIFICATION NUMBER 3GNAXWEG3RS150187		MODEL No./BODY TYPE 1XY26 AWD 4dr
		USED	XX	COLOUR RIPTIDE METALLIC	
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY 54860	PURCHASER'S INITIALS
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS: In-service date: 10/24/2023					
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT		
☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO.			☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN: \$		
YEAR MAKE MODEL			Total Cash Sale Price 23,500.00		
SERIAL No.			Vehicle Transport Charges N/A		
MI KM ODOMETER READING			AMVIC Fee N/A		
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF, UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			AB Tire Recycling Fee N/A		
PURCHASER INITIALS X			Extended Warranty N/A		
LIEN PAYABLE TO			Federal Luxury Tax (if Applicable) N/A		
ADDRESS			Subtotal 23,500.00		
ESTIMATED AMOUNT \$			Trade In Allowance N/A		
TOTAL CASH SALE PRICE 23,500.00			Difference 23,500.00		
Was there anything promised that is not in writing? YES X N/A NO X			GST on Total Vehicle Price less Trade In Allowance 1,175.00		
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form X initial			Subtotal 24,675.00		
As a purchaser of a used vehicle, I have received the vehicle history information. X initial			Payout Lien on Trade In N/A		
I acknowledge that I have received all incentive and/or rebates that are applicable X initial					
EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐ PURCHASER INITIALS X			PURCHASER INSURANCE INFORMATION		
As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS X			NAME OF INSURANCE COMPANY		
TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.			POLICY No. EXPIRY DATE		
NAME OF OFFICIAL (PRINT) BRENDAN			NAME OF AGENT PHONE No.		
TITLE Finance			DRIVERS LICENSE # / GOV. ISSUED I.D. # EXPIRY DATE		
SIGNATURE			THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		
			PRIVACY NOTICE		
			THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.		
			ACKNOWLEDGMENT OF CONDITIONS		
			THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.		
			THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.		
			BILL OF SALE (DATED) THIS 5th DAY OF November 2025		
			PURCHASER'S SIGNATURE X		
			SALESPERSON'S NAME (PRINT)		
			SALESPERSON'S AMVIC LICENSE #		
			SALESPERSON'S SIGNATURE		
			OFFICE USE ONLY		



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K 1W0
Tel: (403)627-4266

501
GST#: 744625302 RT0001
AMVIC#: B2036381
Deal#: 2279251105K
Cust#: 106098

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
05	NOV	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER			OCCUPATION	BUS. PHONE	

OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.						
BASIC VEHICLE	55,000.00	NEW	MODEL YEAR 2025	MAKE GMC	MODEL NAME SIERRA 1500	MODEL No./BODY TYPE TK10543 4WD Crew Cab 147"	COLOUR DARK ASH METALLIC	
		DEMO	VEHICLE IDENTIFICATION NUMBER 3GTUUCE80SG132891				19229501A	
		USED	XX					
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY		MI KM	PURCHASER'S INITIALS	
						10261		
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS: In-service date: 02/27/2025								
TRADE IN DESCRIPTION & LIEN DISCLOSURE				TERMS OF SETTLEMENT				
☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO		☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN: \$		Total Cash Sale Price		55,000.00		
YEAR		MAKE		MODEL		Vehicle Transport Charges		
SERIAL No.						N/A		
MI KM		ODOMETER READING				AMVIC Fee		
						N/A		
						AB Tire Recycling Fee		
						N/A		
						Extended Warranty		
						N/A		
						Federal Luxury Tax (if Applicable)		
						N/A		
						Subtotal		
						55,000.00		
						Trade In Allowance		
						N/A		
						Difference		
						55,000.00		
						GST on Total Vehicle Price less Trade In Allowance		
						2,750.00		
						Subtotal		
						57,750.00		
						Payout Lien on Trade In		
						N/A		

TOTAL CASH SALE PRICE	55,000.00	PURCHASER INSURANCE INFORMATION					
Was there anything promised that is not in writing? YES ☒ N/A NO ☐		NAME OF INSURANCE COMPANY					
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form ☒ initial		POLICY No.		EXPIRY DATE		Total Amount	
As a purchaser of a used vehicle, I have received the vehicle history information. ☒ initial		NAME OF AGENT		PHONE No.		Deposit	
I acknowledge that I have received all incentive and/or rebates that are applicable ☒ initial		DRIVERS LICENSE # / GOV. ISSUED I.D. #		EXPIRY DATE		Payable on Delivery	
						N/A	
						Disability Insurance	
						N/A	
						Life Insurance	
						N/A	
						Registration Fee	
						N/A	
						PPSA Fee	
						N/A	
						Bank Service Fee	
						N/A	

EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐ PURCHASER INITIALS ☒		ACKNOWLEDGMENT OF CONDITIONS THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.					
As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS ☒		SALES PERSON'S NAME (PRINT) SALES PERSON'S AMVIC LICENSE #					
TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.		SALES PERSON'S SIGNATURE					
NAME OF OFFICIAL (PRINT) BRENDAN		OFFICE USE ONLY					
TITLE Finance		BILL OF SALE DATED THIS 5th DAY OF November 2025					
SIGNATURE		PURCHASER'S SIGNATURE ☒					



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T# 744625302
AMVIC BUSINESS LICENSE # B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
05	NOV	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER			OCCUPATION	BUS. PHONE	

OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.				
BASIC VEHICLE	26,000.00	NEW	MODEL YEAR 2024	MAKE GMC	MODEL NAME TERRAIN	MODEL No./BODY TYPE TXC26 AWD 4dr
		DEMO	VEHICLE IDENTIFICATION NUMBER 3GKALYEG1RL220106			COLOUR STERLING GRAY M
		USED	XX	W10106		
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM	PURCHASER'S INITIALS
		WARRANTIES		NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS:		
		TRADE IN DESCRIPTION & LIEN DISCLOSURE		In-service date: 08/02/2024		
		☒ G.S.T. NON-REGISTRANT ☐ G.S.T. REGISTRANT G.S.T. REGISTRANT NO. \$		TOTAL CASH SALE PRICE 26,000.00 VEHICLE TRANSPORT CHARGES N/A VEHICLE INSPECTION FEES N/A AMVIC FEE N/A AB TIRE RECYCLING FEE N/A FEDERAL LUXURY TAX (IF APPLICABLE) N/A SUBTOTAL 26,000.00 TRADE-IN ALLOWANCE N/A DIFFERENCE 26,000.00 G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE 1,300.00 SUBTOTAL 27,300.00		
		YEAR		MAKE	MODEL	
		SERIAL No.				
		MI KM		ODOMETER READING		
		I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.				
		PURCHASER INITIALS		X		
		LIEN PAYABLE TO				
		ADDRESS		ESTIMATED AMOUNT \$		
TOTAL CASH SALE PRICE		26,000.00		PURCHASER INSURANCE INFORMATION		
Was there anything promised that is not in writing? YES X N/A NO X		NAME OF INSURANCE COMPANY		PAYOUT LIEN ON TRADE-IN N/A		
		POLICY No.		EXPIRY DATE		
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form X initial		NAME OF AGENT		PHONE No.		
		DRIVERS LICENSE # / GOV. ISSUED I.D. #		EXPIRY DATE		
As a purchaser of a used vehicle, I have received the vehicle history information. X initial		THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		PAYABLE ON DELIVERY N/A		
I acknowledge that I have received all incentive and/or rebates that are applicable X initial		PRIVACY NOTICE		REC. NO. N/A		
		THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.		BALANCE DUE 27,300.00		
EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐				DEPOSIT CASH ☐ CHEQUE ☐ N/A		
PURCHASER INITIALS X				REC. NO.		
As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS X		ACKNOWLEDGMENT OF CONDITIONS		PAYABLE ON DELIVERY N/A		
		THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTS HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.		REC. NO. N/A		
TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER.				BALANCE FINANCED N/A		
NAME OF OFFICIAL (PRINT) KEITH FOSTER S1003732		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.		EXTENDED WARRANTY N/A		
				G.S.T. ON EXT. WARR. N/A		
				DISABILITY N/A		
				LIFE INSURANCE N/A		
				REGISTRATION FEE N/A		
				TOTAL BALANCE DUE 27,300.00		
				ACTUAL DELIVERY DATE		
				DAY MONTH YEAR		
				05 NOV 2025		
				SALESPERSON'S NAME (PRINT) KEITH FOSTER		
				SALESPERSON'S AMVIC LICENSE # S1003732		
				SALESPERSON'S SIGNATURE		
				OFFICE USE ONLY		

INSURE VERBAL AGREEMENTS ARE IN WRITING

G.S.T# 744625302

AMVIC BUSINESS LICENSE #B2036381



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
05	NOV	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	
OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.			
BASIC VEHICLE	33,000.00				
		NEW	MODEL YEAR 2026	MAKE GMC	MODEL NAME TERRAIN
		DEMO			MODEL No./BODY TYPE TPB2S AWD 4dr Elevation
		USED	XX	VEHICLE IDENTIFICATION NUMBER 3GKALUEG1TL135282	COLOUR CHERRY RED TINTCOA
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM X
				5043	PURCHASER'S INITIALS
WARRANTIES NEW: MANUFACTURERS WARRANTY					
USED: NO WARRANTY UNLESS STATED AS FOLLOWS: In-service date: 07/21/2025					
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT		
☒ G.S.T. NON-REGISTRANT			☐ G.S.T. REGISTRANT		
G.S.T. REGISTRANT NO.			G.S.T. DUE ON TRADE IN:		
YEAR			MAKE		
MODEL			MODEL		
SERIAL No.			TOTAL CASH SALE PRICE		
MI			33,000.00		
KM			VEHICLE TRANSPORT CHARGES		
ODOMETER READING			N/A		
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF, UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW.			VEHICLE INSPECTION FEES		
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.			N/A		
PURCHASER INITIALS X			AMVIC FEE		
LIEN PAYABLE TO			N/A		
ADDRESS			AB TIRE RECYCLING FEE		
ESTIMATED AMOUNT			N/A		
\$			FEDERAL LUXURY TAX (IF APPLICABLE)		
			N/A		
			SUBTOTAL		
			33,000.00		
			TRADE-IN ALLOWANCE		
			N/A		
			DIFFERENCE		
			33,000.00		
			G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE		
			1,650.00		
			SUBTOTAL		
			34,650.00		
TOTAL CASH SALE PRICE			33,000.00		
PURCHASER INSURANCE INFORMATION					
NAME OF INSURANCE COMPANY					
POLICY No.					
EXPIRY DATE					
NAME OF AGENT					
PHONE No.					
DRIVERS LICENSE # / GOV. ISSUED I.D. #					
EXPIRY DATE					
THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS					
PRIVACY NOTICE					
THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.					
ACKNOWLEDGMENT OF CONDITIONS					
THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.					
THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.					
BILL OF SALE DATED THIS 5th DAY OF November, 2025					
PURCHASER'S SIGNATURE X					
OFFICE USE ONLY					



WESTCASTLE CHEVROLET BUICK GMC
1100 WATERTON AVENUE
PINCHER CREEK, AB T0K1W0
Phone: 403-627-3223 Fax: 403-627-5490

G.S.T.# 744625302
AMVIC BUSINESS LICENSE # B2036381

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

DAY	MONTH	YEAR
05	NOV	2025

PURCHASER (PLEASE PRINT) 2279148 AB LTD		ADDRESS 7904 159 AVE		APT. No.	
CITY EDMONTON	PROV. AB	POSTAL CODE T6X 2V3	RES. PHONE (789)738-7949	E-mail	
EMPLOYER		OCCUPATION		BUS. PHONE	

OPTIONAL EQUIPMENT/INDUCEMENTS	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.					
BASIC VEHICLE	34,000.00	NEW	MODEL YEAR 2024	MAKE CHEVROLET	MODEL NAME SILVERADO	MODEL No./BODY TYPE CK10753 4WD Double Cab 14	COLOUR STERLING GRAY M
		DEMO	VEHICLE IDENTIFICATION NUMBER 1GCRDAED1RZ285815				W15815
		USED	XX				
		IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM		ODOMETER READING OR MAX. READING AT DELIVERY	MI KM	27637	PURCHASER'S INITIALS
WARRANTIES NEW: MANUFACTURERS WARRANTY USED: NO WARRANTY UNLESS STATED AS FOLLOWS: In-service date: 08/02/2024							
TRADE IN DESCRIPTION & LIEN DISCLOSURE				TERMS OF SETTLEMENT			
☒ G.S.T. NON-REGISTRANT G.S.T. REGISTRANT NO.				☐ G.S.T. REGISTRANT G.S.T. DUE ON TRADE IN: \$			
YEAR				MAKE		MODEL	
SERIAL No.				AMVIC FEE			
MI KM				ODOMETER READING		AB TIRE RECYCLING FEE	
I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELED BY THE VEHICLE.				FEDERAL LUXURY TAX (IF APPLICABLE)		N/A	
				SUBTOTAL		34,000.00	
				TRADE-IN ALLOWANCE		N/A	
				DIFFERENCE		34,000.00	
				G.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN ALLOWANCE		1,700.00	
				SUBTOTAL		35,700.00	
TOTAL CASH SALE PRICE		34,000.00					

Was there anything promised that is not in writing? YES ☒ N/A NO ☐		PURCHASER INSURANCE INFORMATION NAME OF INSURANCE COMPANY POLICY No. EXPIRY DATE		PAYOUT LIEN ON TRADE-IN GASOLINE (INCLUDES G.S.T.) BALANCE DUE DEPOSIT CASH ☐ CHEQUE ☐ REC. NO.	
As a purchaser of a used vehicle I have received and reviewed The Mechanical Fitness Assessment Form X initial		NAME OF AGENT DRIVERS LICENSE # / GOV. ISSUED I.D. # EXPIRY DATE		PAYABLE ON DELIVERY REC. NO.	
As a purchaser of a used vehicle, I have received the vehicle history information. X initial		THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		BALANCE FINANCED EXTENDED WARRANTY G.S.T. ON EXT. WARR.	
I acknowledge that I have received all incentive and/or rebates that are applicable X initial		PRIVACY NOTICE THE DEALER INTENDS TO COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH ON THE REVERSE PAGE. PLEASE REVIEW THE PRIVACY POLICY CAREFULLY AND INITIAL IF YOU WISH TO OPT OUT AND LIMIT THE PURPOSES FOR WHICH THE DEALER CAN COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION.		DISABILITY LIFE INSURANCE REGISTRATION FEE	
EXTENDED WARRANTY CONTRACT ☒ OFFERED ACCEPTED ☒ REFUSED ☐ PURCHASER INITIALS X		ACKNOWLEDGMENT OF CONDITIONS THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL OF THE DEALER, DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT. IF THE PURCHASER IS AN INDIVIDUAL, THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.		TOTAL BALANCE DUE 35,700.00 ACTUAL DELIVERY DATE DAY MONTH YEAR 05 NOV 2025	
As a purchaser that entered into a credit agreement I have received the credit disclosure statement. INITIALS X		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER. BILL OF SALE DATED THIS 5th DAY OF November, 2025. PURCHASER'S SIGNATURE X		SALESPERSON'S NAME (PRINT) KEITH FOSTER SALESPERSON'S AMVIC LICENSE # S1003732 SALESPERSON'S SIGNATURE	
TO THE BEST OF MY KNOWLEDGE, I DECLARE THAT ALL VEHICLE HISTORY INFORMATION AS PER GOVERNMENT LEGISLATION HAS BEEN DECLARED TO THE CONSUMER. NAME OF OFFICIAL (PRINT) KEITH FOSTER S1003732		TITLE SALES M.		OFFICE USE ONLY	

SCHEDULE "C"

PLEASE PRINT CLEARLY

Bill of Sale

- Before buying a used vehicle, search the VIN on the Canadian Police Information Centre (CPIC) website (www.cpic-mpc.ca) for any reports of the vehicle being stolen. For other used motor vehicle buying tips and a list of additional resources to help with your purchase, visit amyvic.org and alberta.ca.
- Sections 1 and 2 must be completed in order to make this Bill of Sale acceptable for vehicle registration. Completion of section 3, on the back of this form, is optional.
- Two copies of this Bill of Sale should be completed. The buyer keeps the original and the seller keeps the copy.
- Alterations or corrections made while completing the Bill of Sale **must** be initialled by both the buyer and seller.

Section 1

SELLER(S) INFORMATION

Name(s) (Last, First, Second) 2279148 Alberta inc			Telephone Number 780-298-7949	
Address Street 7904 159 ave		City / Town Edmonton	Province / State Alberta	Postal Code / Zip Code T5Z 2V3
Personal Identification (DL / ID Number)				

VEHICLE INFORMATION

Year 2022	Make Chevy	Model or Series 3500	Style Truck
Vehicle Identification Number (VIN) / Serial Number 2 g c 4 y t e y x n 1 2 2 1 3 7 0		Body Colour White	Odometer Reading 45,429

BUYER(S) INFORMATION

Name(s) (Last, First, Second) Black diamond export ltd			Telephone Number 403-860-8916	
Address Street 792 coopers crst sw		City / Town Airdrie	Province / State Alberta	Postal Code / Zip Code
Personal Identification (DL / ID Number)				

This vehicle was sold for the sum of:

Fourth two thousand five hundred plus twenty one twenty five gst

Sum written in full

42500
2125 GST
Dollars \$ 44,625.00

(Subject to the terms and special conditions which appear in Section 3 on the back of this form)

Section 2

GENERAL INFORMATION

Dated at:	Edmonton	Ab	Canada
	City / Town	Province / State	Country
on	December 29, 2025		
I certify that all information shown above is true to the best of my knowledge.			
Signature of Buyer		Signature of Seller	
Signature of Buyer		Signature of Seller	
Signature of Witness		Signature of Witness	

PLEASE PRINT CLEARLY

Bill of Sale

- Before buying a used vehicle, search the VIN on the Canadian Police Information Centre (CPIC) website (www.cpic-cipc.ca) for any reports of the vehicle being stolen. For other used motor vehicle buying tips and a list of additional resources to help with your purchase, visit amvic.org and alberta.ca.
- Sections 1 and 2 must be completed in order to make this Bill of Sale acceptable for vehicle registration. Completion of section 3, on the back of this form, is optional.
- Two copies of this Bill of Sale should be completed. The buyer keeps the original and the seller keeps the copy.
- Alterations or corrections made while completing the Bill of Sale **must** be initialed by both the buyer and seller.

Section 1

SELLER(S) INFORMATION				
Name(s) (Last, First, Second) 2279148 ALBERTA INC			Telephone Number 780-298-7949	
Address Street 7904-159ave		City / Town EDMONTON	Province / State AB	Postal Code / Zip Code T5Z 2V3
Personal Identification (DL / ID Number)				
VEHICLE INFORMATION				
Year 2024	Make GMC	Model or Series TERRAIN	Style SUV	
Vehicle Identification Number (VIN) / Serial Number 3 G K A L M E G 5 R L 3 5 0 6 4 2			Body Colour WHITE	Odometer Reading 29,000
BUYER(S) INFORMATION				
Name(s) (Last, First, Second) BLACK DIAMOND LTD			Telephone Number 403-860-8916	
Address Street 792 COOPERS CRES		City / Town AIRDRIE	Province / State AB	Postal Code / Zip Code T4B 0G7
Personal Identification (DL / ID Number)				
This vehicle was sold for the sum of: SEVENTEEN THOUSAND EIGHT HUNDRED AND FIFTY 17000 850 Dollars \$ 17,850.00				
Sum written in full				
(Subject to the terms and special conditions which appear in Section 3 on the back of this form)				

Section 2

GENERAL INFORMATION			
Dated at:	EDMONTON	AB	CAN
	City / Town	Province / State	Country
on	December 13, 2025		
I certify that all information shown above is true to the best of my knowledge.			
Signature of Buyer		Signature of Seller	
Signature of Buyer		Signature of Seller	
Signature of Witness		Signature of Witness	