

FILE NUMBER 2503 - 13640
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

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

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF COAST AUTOMOTIVE
GROUP INC., COAST NORTH VANCOUVER AUTO
SALES INC., COAST AUTO DRAYTON INC. and
2461765 ALBERTA LTD.



APPLICANT BDO CANADA LIMITED, IN ITS CAPACITY AS
COURT-APPOINTED MONITOR OF COAST
AUTOMOTIVE GROUP INC., COAST NORTH
VANCOUVER AUTO SALES INC., COAST AUTO
DRAYTON INC., AND 2461765 ALBERTA LTD.

DOCUMENT APPLICATION FOR APPROVAL AND VESTING
ORDER (Drayton Valley), APPROVAL AND
VESTING ORDER (North Vancouver), ORDER
(Stay Extension and Ancillary Matters), AND
RESTRICTED ACCESS ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT **BLAKE CASSELS & GRAYDON LLP**
Suite 3500, Bankers Hall East Tower
855 – 2nd Street S.W.
Calgary, Alberta T2P 4J8

Attention: Kelly Bourassa / Aryo Shalviri
Telephone: (403) 260-9697 / (416)863-2962
Email: kelly.bourassa@blakes.com /
aryo.shalviri@blakes.com
File Ref: 103940/01

NOTICE TO RESPONDENTS:

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

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

Date: October 16, 2025
Time: 2:00 p.m.
Where: Edmonton Courts Centre VIA Webex, details attached as Appendix "A"
Before Whom: The Honourable Justice D. R. Mah

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

REMEDY CLAIMED OR SOUGHT:

1. BDO Canada Limited, in its capacity as court-appointed Monitor (the “**Monitor**” or “**BDO**”) by and on behalf of Coast Automotive Group Inc. (“**Coast Automotive**”), Coast North Vancouver Auto Sales Inc. (“**Coast North Van**”), Coast Auto Drayton Inc. (“**Coast Drayton Valley**”) and 2461765 Alberta Ltd. (“**246**”, and together with Coast Automotive, Coast North Van and Coast Drayton Valley, the “**Coast Auto Group**”), seeks the following orders under the *Companies’ Creditors Arrangement Act*, RSC 1985 c C-36, as amended (the “**CCAA**”):
 - (a) an Approval and Vesting Order (the “**Drayton Valley AVO**”), substantially in the form attached hereto as **Schedule “A**”, among other things:
 - (i) approving and authorizing the sale transaction (the “**Proposed Drayton Valley Transaction**”) of certain of the assets, undertakings and properties of Coast Drayton Valley and 246 (together, the “**Drayton Valley Vendors**”), pursuant to a purchase and sale agreement between the Drayton Valley Vendors as vendors and Stetson CDJR Ltd. and Stetson CDJR Properties Ltd. as purchasers (the “**Drayton Valley Purchasers**”) dated as of October 7, 2025 (the “**Drayton Valley Sale Agreement**”), an unredacted copy of which is attached as Appendix “B” to the Confidential Supplement (“**Confidential Supplement**”) to the Second Report.
 - (b) an Approval and Vesting Order (the “**North Van AVO**”), substantially in the form attached hereto as **Schedule “B**”, among other things:
 - (i) approving and authorizing the sale transaction (the “**Proposed North Van Transaction**”) of certain of the assets, undertakings and properties of Coast North Van (the “**North Van Vendor**”), pursuant to a purchase and sale agreement between the North Van Vendor as vendor and 1559054 B.C. Limited as purchaser (the “**North Van Purchaser**”) dated as of October 6, 2025 (the “**North Van Sale Agreement**”), an unredacted copy of which is attached as Appendix “E” to the Confidential Supplement.
 - (c) an Order, substantially in the form attached hereto as **Schedule “C**”, among other things:

- (i) extending the Stay Period (as defined in the Initial Order and below) in the within proceedings to and including December 12, 2025;
 - (ii) approving the Monitor's accounts for its fees and disbursements, as set out in the affidavit of Clark Lonergan sworn October 8, 2025 (the "**Fee Affidavit**");
 - (iii) approving the accounts of the Monitor's legal counsel, Blake, Cassels & Graydon LLP, for its fees and disbursements, as set out in the Fee Affidavit;
 - (iv) approving the pre-filing report of Monitor dated July 8, 2025 (the "**Pre-Filing Report**"), the first report of the Monitor dated July 21, 2025 (the "**First Report**"), and the second report of the Monitor, dated October 8, 2025 (the "**Second Report**" and, together, the "**Reports**"), and the activities, conduct and decisions of the Monitor set out therein;
 - (v) authorizing the Monitor to make distributions to the Bank of Montreal ("**BMO**" or the "**Lender**") in its capacity as both Interim Lender and senior secured lender; and
- (d) a Restricted Access Order, substantially in the form attached hereto as **Schedule "D"**, sealing the Confidential Supplement until the conclusion of these CCAA proceedings, or further order by this Court upon seven days' notice to all interested parties; and
- (e) such further and other relief as counsel may advise and this Honourable Court may permit.

GROUND FOR MAKING THIS APPLICATION:

2. The facts in support of this Application are set out in the Affidavit of Shehryar Syed, sworn July 9, 2025 (the "**Syed Affidavit**"), and the Reports.
3. All capitalized terms used in this Application and not otherwise defined herein shall have the meaning ascribed to them in the Reports.

CCAA Proceedings

4. On July 16, 2025, upon application by BMO, the Honourable Justice M.E. Burns of the Court of King's Bench of Alberta (the "**Court**") granted an initial order (the "**Initial Order**") pursuant to the CCAA. Among other things, pursuant to the Initial Order, the Court:
 - (a) granted an initial stay of proceedings in favour of the Coast Auto Group up to and including July 26, 2025 (the "**Stay Period**") to permit the Monitor to devise a proposed court-supervised sale and investment solicitation process ("**SISP**");
 - (b) appointed BDO as Monitor, with expanded powers, of the Coast Auto Group;
 - (c) granted a charge on the property of the Coast Auto Group in the amount of \$275,000 (the "**Administration Charge**") as security for the professional fees and disbursements of BMO's legal counsel, the Monitor, and its legal counsel; and
 - (d) approved interim financing pursuant to an interim financing term sheet dated July 16, 2025 (the "**Interim Financing Term Sheet**"), together with a charge in the amount of \$350,000 in favour of Bank of Montreal as interim lender (the "**Interim Lender's Charge**").

5. On July 25, 2025, the Honourable Justice M.H. Bourque granted an amended and restated initial order (the "**ARIO**"). Pursuant to the ARIO, among other things, the Court:
 - (a) extended the Stay Period until and including October 19, 2025;
 - (b) increased the Administration Charge to \$600,000;
 - (c) increased the Interim Lender's Charge to \$2,500,000;
 - (d) granted a charge in favour of Dealer Solutions North America, Inc. ("**DSMA**"), in its capacity as sale agent in the maximum amount of \$350,000 (the "**Sales Agent Charge**");
 - (e) granted a charge in favour of the directors and officers of the Coast Auto Group in the maximum amount of \$250,000 (the "**D&O Charge**");
 - (f) approved a key employee retention plan (the "**KERP**"), together with a charge in favour of certain key personnel in the maximum amount of \$125,000 (the "**KERP Charge**");

- (g) permitted the Coast Auto Group, with the consent of BMO, to make pre-filing payments to critical suppliers up to an aggregate amount of \$50,000; and
 - (h) further expanded the powers of the Monitor.
6. On the same day, the Court also granted an Order authorizing the Monitor and DSMA in its capacity as sale agent, to conduct the SISP (the “**SISP Approval Order**”).

Activities of the Monitor Since Filing the First Report

7. Since the First Report, the Monitor has:
- (a) held regular discussions with BMO, Coast Auto Group, and key stakeholders regarding operations, liquidity, and restructuring initiatives;
 - (b) continued to assist the Coast Auto Group with employee, vendor and supplier communications;
 - (c) continued to respond to creditor and vendor inquiries relating to these CCAA proceedings;
 - (d) provided oversight and support to the Coast Auto Group’s treasury functions, including interim financing reporting requirements through:
 - (i) implementing a weekly treasury monitoring protocol;
 - (ii) conducting variance analysis between actual and forecasted cash flow and submitting variance updates to BMO; and
 - (iii) facilitating interim financing requests;
 - (e) prepared an operational and financial key performance indicator dash-board;
 - (f) supervised and assisted with activities related to the SISP, including:
 - (i) assisting Coast Auto Group and the Sales Agent in corresponding and providing additional information and analysis to Potential Bidders and Bidders (each as defined in the SISP), as required;
 - (ii) participating in various meetings with Potential Bidders and the Sales Agent;

- (iii) reviewing expressions of interests and summarizing Potential Bidders' initial offers;
 - (iv) facilitating Potential Bidders' communications and meetings with original equipment manufacturer and Stellantis Canada Inc.;
 - (v) reviewing letters of intent and mark-ups of template asset purchase agreements;
 - (vi) vetting qualified potential purchasers and providing BMO with analysis regarding the same; and
 - (vii) working with legal counsel to update and finalize the terms of the Proposed Drayton Valley Transaction and the Proposed North Van Transaction (together, the "**Proposed Transactions**");
- (g) performed reviews of Coast Auto Group's pre-filing obligations;
- (h) corresponded with independent counsel to the Monitor, Blake, Cassels & Graydon LLP ("**Blakes**") and counsel to BMO regarding matters related to these CCAA proceedings;
- (i) prepared the Second Revised Cash Flow Forecast with the assistance of Coast Auto Group;
- (j) prepared for the sale of any vehicles (i.e. used or 2024 vehicles) that are not ultimately purchased by the Drayton Valley Purchasers or the North Van Purchaser;
- (k) analyzed the economics of each potential transaction and compared it to liquidation alternatives; and
- (l) prepared the Second Report.

Drayton Valley Sale Approval

8. A copy of the Drayton Valley Sale Agreement, redacted for purchase price and other commercially sensitive information, is attached as Appendix "**D**" to the Second Report. An unredacted copy of the APA and a summary of the SISP are included in the Confidential Supplement, in respect of which the Receiver is seeking the Restricted Access Order (as further described below).

9. A summary of the key terms of the Drayton Valley Sale Agreement is provided in the Second Report.
10. At all times during the SISP, the Monitor consulted with the Lender with respect to the conduct of the SISP, and the negotiation, rejection and acceptance of offers. Based on that consultation, the Monitor, for and on behalf of the Coast Auto Group, negotiated and settled the terms and conditions of the Drayton Valley Sale Agreement. The Monitor is of the view that the Proposed Drayton Valley Sale Agreement and the Proposed Drayton Valley Transaction presents the highest and best transaction that is available in the circumstances and is in the best interests of the Coast Auto Group and its stakeholders.
11. Based on the foregoing, the Monitor seeks the Drayton Valley AVO from this Honourable Court to allow the Monitor, pursuant to the exercise of its enhanced powers, to conclude the Proposed Drayton Valley Transaction with the Drayton Valley Purchasers.

North Van Sale Approval

12. A copy of the North Van Sale Agreement, redacted for purchase price and other commercially sensitive information, is attached as Appendix “E” to the Second Report. An unredacted copy of the APA and a summary of the SISP are included in the Confidential Supplement, in respect of which the Receiver is seeking the Restricted Access Order (as further described below).
13. A summary of the key terms of the North Van Sale Agreement is provided in the Second Report.
14. At all times during the SISP, the Monitor consulted with the Lender with respect to the conduct of the SISP, and the negotiation, rejection and acceptance of offers. Based on that consultation, the Monitor, for and on behalf of the Coast Auto Group, negotiated and settled the terms and conditions of the North Van Sale Agreement. The Monitor is of the view that the North Van Sale Agreement and the Proposed North Van Transaction presents the highest and best transaction that is available in the circumstances and is in the best interests of the Coast Auto Group and its stakeholders.
15. The North Van Sale Agreement provides for the assignment of certain contracts and dealership-related agreements (collectively, the “**North Van Assigned Contracts**”)

necessary to preserve the continued operation of the North Van Dealership following closing.

16. As part of the relief sought in the North Van AVO, the Monitor is seeking approval of the assignment of the North Van Assigned Contracts to the North Van Purchaser pursuant to section 11.3 of the CCAA.
17. The Monitor understands that there are no outstanding monetary defaults under the North Van Assigned Contracts as of the date of this Second Report.
18. Based on the foregoing, the Monitor seeks the North Van AVO from this Honourable Court to allow the Monitor, pursuant to the exercise of its enhanced powers, to conclude the Proposed North Van Transaction with the North Van Purchasers.

Distribution

19. As of July 9, 2025, BMO was owed in excess of \$36 million under the Pre-Filing Credit Facilities, and as of October 6, 2025, BMO has advanced approximately \$1,690,000 under the Interim Financing Term Sheet (together with all applicable interest, fees and expenses, the “**Indebtedness**”).
20. Based on the Monitor’s analysis of anticipated proceeds or realization arising during the course of the CCAA proceedings, including from the Proposed Transactions, the Monitor is of the view that insufficient proceeds will be generated to pay the full balance of the Indebtedness and that the Lender will suffer a material loss.
21. Additionally, in the event this Honourable Court grants the Order approving the Proposed Transactions, following their closing as anticipated, the Monitor will hold cash for which it does not have any immediate requirement.
22. Accordingly, the Monitor requests authority from this Honourable Court to make one or more interim distributions from time to time of the net proceeds from the Proposed Transactions to BMO, as interim lender to the Company and senior secured lender to Coast North Van, Coast Drayton Valley, and 246, in accordance with BMO’s entitlement to such net proceeds subject to such reasonable holdbacks as the Monitor in consultation with BMO may determine are required to provide for payment of the ongoing costs of administration of the Coast Auto Group’s CCAA proceedings.

23. The Monitor has been provided with an independent legal opinion from Blakes which addresses the laws of Alberta and British Columbia and provides that, subject to customary assumptions and qualifications contained therein, the security granted to BMO by Coast North Van, Coast Drayton Valley, and 246 is valid and enforceable.

Stay Period Extension

24. Pursuant to the ARIO, the Stay of Proceedings in favour of the Coast Auto Group currently expires on October 19, 2025. The Monitor, for and on behalf of the Coast Auto Group, seeks an extension of the Stay Period up to and including December 12, 2025.
25. The Monitor expects that a substantial majority of the remaining wind-down activities will be completed within the extended Stay of Proceedings. Prior to the expiry of the extended Stay of Proceedings, the Monitor will return to Court if further relief or an additional extension is required to complete the wind-down.
26. The Monitor supports the requested extension on the basis that (a) there will be no material prejudice to the Coast Auto Group's creditors and stakeholders as a result of the proposed extension, (b) the Second Revised Cash Flow Forecast shows sufficient liquidity, (c) the extension of the Stay of Proceedings will allow the Monitor to complete the Proposed Transactions and to continue the wind-down of the Coast Auto Group, and (d) the Coast Auto Group has acted and is acting in good faith and with due diligence.

Approval of Fees, Reports, and Activities

27. The Monitor's fees and disbursements for the period July 1, 2025, to September 26, 2025, and the Monitor's counsel's fees for the period of July 1, 2025, to August 31, 2025, should be approved.
28. The Monitor's and its counsel's fees and disbursements are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the orders of this Court in these CCAA proceedings.
29. The Reports and the actions, conduct, and activities of the Monitor set out therein, should be approved.
30. The Monitor has acted reasonably and in good faith throughout the CCAA proceedings.

Restricted Access Order

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

MATERIAL OR EVIDENCE TO BE RELIED ON:

33. Second Report of the Monitor, to be filed;
34. Confidential Supplement to the Second Report;
35. the Affidavit of Clark Lonergan sworn October 8, 2025;
36. Notice to Media of the proposed Restricted Access Order;
37. the prior Reports filed in these proceedings;
38. the Affidavit of Shehryar Syed, sworn July 9, 2025; and
39. Such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

APPLICABLE RULES:

40. *Alberta Rules of Court*, Alta Reg 124/2010, including Rules 1.3, 1.4, 6.3, and 6.28.

APPLICABLE ACTS AND REGULATIONS:

41. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended, including ss 9, 11, 11.02, 18.6 and 36; and.
42. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

ANY IRREGULARITY COMPLAINED OF OR OBJECTION RELIED ON:

43. N/A

HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:

44. Via Webex before the Honourable Justice D. R. Mah on the Commercial List.

WARNING

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

Appendix “A”

Webex Details

Virtual Courtroom 86 has been assigned for the above noted matter:

Virtual Courtroom Link: <https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

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

Key considerations for those attending:

1. Please connect to the courtroom 15 minutes prior to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.

Note: Recording or rebroadcasting of the video is prohibited.

Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.

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

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

Schedule "A"

Form of Order

Drayton Valley Approval and Vesting Order

COURT FILE NUMBER 2503-13640
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
MATTER IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c. C-36, as amended
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF COAST AUTOMOTIVE GROUP INC., COAST NORTH VANCOUVER AUTO SALES INC., COAST AUTO DRAYTON INC., AND 2461765 ALBERTA LTD.
APPLICANT BDO CANADA LIMITED, IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF COAST AUTOMOTIVE GROUP INC., COAST NORTH VANCOUVER AUTO SALES INC., COAST AUTO DRAYTON INC., AND 2461765 ALBERTA LTD.
DOCUMENT APPROVAL AND VESTING ORDER (Drayton Valley)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT BLAKE CASSELS & GRAYDON LLP
3500, 855 2nd Street SW
Calgary, Alberta T2P 4J8
Attention: Kelly Bourassa / Aryo Shalviri
Telephone: (403) 260-9697 / (416)863-2962
Email: kelly.bourassa@blakes.com / aryo.shalviri@blakes.com

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice D.R. Mah

UPON THE APPLICATION by BDO Canada Limited in its capacity as the Court-appointed monitor (the "**Monitor**") of Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc., Coast Auto Drayton Inc. ("**Coast Drayton Valley**") and 2461765 Alberta Ltd. ("**246**") (collectively, the "**Debtors**") (for an order approving the sale transaction (the "**Transaction**") contemplated by a purchase and sale agreement (as may be amended from time to time in

accordance with the terms hereof, the “**Sale Agreement**”) between Coast Drayton Valley and 246 as vendors (the “**Vendors**”) and Stetson CDJR Ltd. (the “**Operating Purchaser**”) and Stetson CDJR Properties Ltd. (the “**Real Property Purchaser**”, together with the Operating Purchaser, the “**Purchasers**”) as purchasers dated as of October 7, 2025 and appended to the second report of the Monitor dated October 8, 2025 (the “**Second Report**”), and vesting in the Purchasers the Vendors’ right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement);

AND UPON HAVING READ the Amended and Restated Initial Order dated July 25, 2025 (the “**ARIO**”), the First Report of the Monitor dated July 21, 2025, the Second Report, the confidential supplement to the Second Report, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Monitor and any other interested parties that may be present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

CAPITALIZED TERMS

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

4. Subject to the terms of the Sale Agreement, upon delivery of a Monitor's certificate to the Purchasers substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"): (i) all of the Vendors' right, title and interest in and to the Purchased Assets, other than the Owned Real Property, shall vest absolutely in the name of the Operating Purchaser; and (ii) all of 246's right title and interest in the Owned Real Property set out on **Schedule "B"** hereto shall vest absolutely in the name of the Real Property Purchaser, in each case free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ARIO;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances listed in **Schedule "D"** hereto) and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are

hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchasers clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel existing Certificates of Title No. 232 248 310 +1 and 232 248 310 +1 for those lands and premises municipally described as 4099/3751 50 Street, Drayton Valley, Alberta, and legally described as:
 - Plan 8120760, Block 70, Lot 4
 - Plan 9624199, Block 70, Lot 7

(the "**Lands**")
 - (ii) issue new Certificates of Title for the Lands in the name of the Real Property Purchaser;
 - (iii) transfer to the new Certificate of Title the existing instruments listed in **Schedule "D"** to this Order; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) the Registrar of the Alberta Personal Property Registry and any other applicable registrar shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry, or any other applicable registry, (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. Upon delivery of the Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Monitor in its capacity as Monitor of the Vendors and not in its personal capacity.
7. In order to effect the transfers and discharges described above, this Court directs any Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
8. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor (whether on its own accord or for and on behalf of the Vendors) pursuant to this Order or the Sale Agreement or any ancillary document related thereto and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part. Except as provided in the Sale Agreement, no further authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Vendors of the Sale Agreement.
9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the "**Drayton Valley Net Proceeds**") (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the Drayton Valley Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to

the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

10. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchasers shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendors.
11. Upon completion of the Transaction, the Vendors and all persons who claim by, through or under the Vendors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchasers.
12. The Purchasers shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Vendors, or any person claiming by, through or against the Vendors, other than the Permitted Encumbrances.
13. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchasers.
14. The Monitor may rely on written notice from the Purchasers or their counsel regarding the fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to delivery of the Monitor's Certificate.
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Monitor is authorized and permitted to disclose and transfer to the Purchasers all human resources and payroll information in the Vendors' records

pertaining to the Vendor's past and current employees. The Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendors were entitled.

MISCELLANEOUS MATTERS

16. Notwithstanding:

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

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

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

18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such

order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

19. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchasers or the Purchasers' solicitors; and

(b) Posting a copy of this Order on the Monitor's website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuringturnaround-services/current-engagements/coast-automotive-group>.

and service on any other person is hereby dispensed with.

20. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	2503-13640
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
MATTER	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF COAST AUTOMOTIVE GROUP INC., COAST NORTH VANCOUVER AUTO SALES INC., COAST AUTO DRAYTON INC., AND 2461765 ALBERTA LTD.
APPLICANT	BDO CANADA LIMITED, IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF COAST AUTOMOTIVE GROUP INC., COAST NORTH VANCOUVER AUTO SALES INC., COAST AUTO DRAYTON INC., AND 2461765 ALBERTA LTD.
DOCUMENT	MONITOR'S CERTIFICATE (Drayton Valley)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE CASSELS & GRAYDON LLP 3500, 855 2 nd Street SW Calgary, Alberta T2P 4J8 Attention: Kelly Bourassa / Aryo Shalviri Telephone: (403) 260-9697 / (416)863-2962 Email: kelly.bourassa@blakes.com / aryo.shalviri@blakes.com

RECITALS

- A. Pursuant to an Order of the Honourable Justice M.E. Burns of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated July 16, 2025, BDO Canada Limited was appointed as monitor (the "**Monitor**") of Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc., Coast Auto Drayton Inc., and 2461765 Alberta Ltd. Pursuant to an Order of the Honourable Justice M.H. Bourque of the Court dated July 25, 2025, the Initial Order was amended and restated.

- B. Pursuant to an Order of the Court dated **October 16, 2025**, the Court approved the purchase and sale agreement dated as of October 7, 2025 (as may be amended from time to time, the “**Sale Agreement**”) between the Coast Auto Drayton Inc. and 2461765 Alberta Ltd. as vendors (the “**Vendors**”) and Stetson CDJR Ltd. and Stetson CDJR Properties Ltd. as purchasers (the “**Purchasers**”) and provided for the vesting in the Purchasers of the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Cash Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchasers have paid and the Monitor has received the Cash Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchasers; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

BDO Canada Limited, in its capacity as Monitor of the Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc., Coast Auto Drayton Inc., and 2461765 Alberta Ltd., and not in its personal or corporate capacity.

Per: _____

Name:

Title:

Schedule "B"

Owned Real Property

Plan 8120760, Block 70, Lot 4

Plan 9624199, Block 70, Lot 7

Schedule "C"

Encumbrances to be Discharged – Real Property

1. Mortgage registered on 03/01/2019 bearing registration number 192 000 871 in favour of Bank of Montreal
2. Assignment of Rents and Leases registered on 03/01/2019 bearing registration number 192 000 872 in favour of Bank of Montreal
3. Mortgage registered on 17/08/2023 bearing registration number 232 248 311 in favour of Bank of Montreal
4. Assignment of Rents and Leases registered on 17/08/2023 bearing registration number 232 248 312 in favour of Bank of Montreal

Schedule "D"**Permitted Encumbrances – Real Property**

1. 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.
2. Utility Right of Way registered on 01/08/2001 bearing registration number 012 233 482 in favour of the Town of Drayton Valley.
3. Encroachment agreement pursuant to Municipal Government Act registered on 25/02/2019 bearing registration number 192 043 639 in favour of the Town of Drayton Valley.

Schedule "B"

Form of Order

North Van Approval and Vesting Order

COURT FILE NUMBER 2503-13640
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
MATTER IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC
1985, c. C-36, as amended
AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
COAST AUTOMOTIVE GROUP INC., COAST
NORTH VANCOUVER AUTO SALES INC.,
COAST AUTO DRAYTON INC., AND 2461765
ALBERTA LTD.
APPLICANT BDO CANADA LIMITED, IN ITS CAPACITY AS
COURT-APPOINTED MONITOR OF COAST
AUTOMOTIVE GROUP INC., COAST NORTH
VANCOUVER AUTO SALES INC., COAST
AUTO DRAYTON INC., AND 2461765
ALBERTA LTD.
DOCUMENT APPROVAL AND VESTING ORDER
(North Vancouver)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT BLAKE CASSELS & GRAYDON LLP
3500, 855 2nd Street SW
Calgary, Alberta T2P 4J8
Attention: Kelly Bourassa / Aryo Shalviri
Telephone: (403) 260-9697 / (416)863-2962
Email: kelly.bourassa@blakes.com /
aryo.shalviri@blakes.com

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice D.R. Mah

UPON THE APPLICATION by BDO Canada Limited in its capacity as the Court-appointed monitor (the "**Monitor**") of Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc., Coast Auto Drayton Inc. and 2461765 Alberta Ltd. (collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by a purchase and sale agreement (as may be amended from time to time in accordance with the terms hereof, the "**Sale**

Agreement") between Coast North Vancouver Auto Sales Inc., as vendor (the "**Vendor**") and 1559054 B.C. Ltd. as purchaser (the "**Purchaser**") dated as of October 6, 2025 and appended to the second report of the Monitor dated October 8, 2025 (the "**Second Report**"), and vesting in the Purchaser the Vendor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement);

AND UPON HAVING READ the Amended and Restated Initial Order dated July 25, 2025 (the "**ARIO**"), the First Report of the Monitor dated July 21, 2025, the Second Report, the confidential supplement to the Second Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Monitor, and any other interested parties that may be present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

CAPITALIZED TERMS

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

4. Subject to the terms of the Sale Agreement, upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ARIO;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), *Personal Property Security Act* (British Columbia) or any other personal property registry system; and
- (c) any liens or claims of lien under the *Builders' Lien Act* (British Columbia).

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances set out on **Schedule "B"** hereto) and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

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

Personal Property Registry, the Registrar of the British Columbia Personal Property Registry and any other applicable registrar shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry, British Columbia Personal Property Registry, or any other applicable registry, (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. In order to effect the transfers and discharges described above, this Court directs any Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor (whether on its own accord or for and on behalf of the Vendor) pursuant to this Order or the Sale Agreement or any ancillary document related thereto and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part. Except as provided in the Sale Agreement, no further authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Vendor of the Sale Agreement.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the "**North Van Net Proceeds**") (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the North Van Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets

had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. Except as expressly provided for in the Sale Agreement or by section 97 of the *British Columbia Employment Standards Act*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendor.
10. Upon completion of the Transaction, the Vendor and all persons who claim by, through or under the Vendor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Vendor, or any person claiming by, through or against the Vendor, other than the Permitted Encumbrances.
12. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
13. The Monitor may rely on written notice from the Purchaser or its counsel regarding the fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to delivery of the Monitor's Certificate.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), section 20(e) of the *Alberta Personal Information Protection Act*, and section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Monitor is authorized and permitted to disclose and transfer to the Purchaser all human

resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendor was entitled.

ASSIGNMENT OF ASSIGNED CONTRACTS

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

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in

respect of obligations accruing, arising or continuing after the Closing Date (as defined in the Sale Agreement) under the Assigned Contracts, other than in respect of items (a) and (b) above.

MISCELLANEOUS MATTERS

19. Notwithstanding:

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

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

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

21. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order

and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

22. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Monitor's website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuringturnaround-services/current-engagements/coast-automotive-group>.

and service on any other person is hereby dispensed with.

23. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	2503-13640
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
MATTER	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF COAST AUTOMOTIVE GROUP INC., COAST NORTH VANCOUVER AUTO SALES INC., COAST AUTO DRAYTON INC., AND 2461765 ALBERTA LTD.
APPLICANT	BDO CANADA LIMITED, IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF COAST AUTOMOTIVE GROUP INC., COAST NORTH VANCOUVER AUTO SALES INC., COAST AUTO DRAYTON INC., AND 2461765 ALBERTA LTD.
DOCUMENT	MONITOR'S CERTIFICATE (North Vancouver)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE CASSELS & GRAYDON LLP 3500, 855 2 nd Street SW Calgary, Alberta T2P 4J8 Attention: Kelly Bourassa / Aryo Shalviri Telephone: (403) 260-9697 / (416)863-2962 Email: kelly.bourassa@blakes.com / aryo.shalviri@blakes.com

RECITALS

- A. Pursuant to an Order of the Honourable Justice M.E. Burns of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated July 16, 2025 (the "**Initial Order**"), BDO Canada Limited was appointed as monitor (the "**Monitor**") of Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc., Coast Auto Drayton Inc., and 2461765 Alberta Ltd. Pursuant to an Order of the Honourable Justice M.H. Bourque of the Court dated July 25, 2025, the Initial Order was amended and restated.

- B. Pursuant to an Order of the Court dated **October 16, 2025**, the Court approved the purchase and sale agreement dated as of October 6, 2025 (the “**Sale Agreement**”) between Coast North Vancouver Auto Sales Inc., as vendor (the “**Vendor**”) and 1559054 B.C. Ltd. as purchaser (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Cash Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Cash Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

BDO Canada Limited, in its capacity as Monitor of the Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc., Coast Auto Drayton Inc., and 2461765 Alberta Ltd., and not in its personal or corporate capacity.

Per: _____

Name:

Title:

Schedule "B"

Permitted Encumbrances

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.

SCHEDULE "C"**ASSIGNED CONTRACTS**

Contract	Cure Costs
Lease Agreement regarding Property No. 5018, dated June 28, 2023, between FCA Canada Inc. and Coast North Vancouver Auto Sales Inc. (as amended, restated, supplemented or modified).	\$0.00
Lease Agreement # t0037645 re Capilano Mall between bcIMC Realty Corporation and Foundation Auto Vancouver Limited Partnership dated February 9 th , 2021 (as amended) as assigned to Coast North Vancouver Auto Sales Inc. and amended pursuant to Consent to Assignment and Lease Amending Agreement dated August 2, 2024 with retroactive effect as of June 28, 2023 among bcIMC Realty Corporation, Foundation Auto Vancouver Limited Partnership, Coast North Vancouver Auto Sales Inc. and Foundation Automotive Corp.	\$0.00

Schedule "C"

Form of Order

ORDER (Stay Extension and Ancillary Matters)

COURT FILE NUMBER 2503-13640

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
COAST AUTOMOTIVE GROUP INC., COAST
NORTH VANCOUVER AUTO SALES INC.,
COAST AUTO DRAYTON INC., AND 2461765
ALBERTA LTD.

APPLICANT BDO CANADA LIMITED, IN ITS CAPACITY AS
COURT-APPOINTED MONITOR OF COAST
AUTOMOTIVE GROUP INC., COAST NORTH
VANCOUVER AUTO SALES INC., COAST
AUTO DRAYTON INC., AND 2461765
ALBERTA LTD.

DOCUMENT ORDER (Stay Extension and Ancillary Matters)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT BLAKE CASSELS & GRAYDON LLP
3500, 855 2nd Street SW
Calgary, Alberta T2P 4J8

Attention: Kelly Bourassa / Aryo Shalviri
Telephone: (403) 260-9697 / (416)863-2962
Email: kelly.bourassa@blakes.com /
aryo.shalviri@blakes.com

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice D.R. Mah

UPON the application (the "**Application**") of BDO Canada Limited, in its capacity as court-appointed Monitor (in such capacity and not in its personal or corporate capacity, the "**Monitor**") of Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc. ("**Coast North Van**"), Coast Auto Drayton Inc. ("**Coast Drayton Valley**"), and 2461765 Alberta Ltd ("**246**", and collectively, the "**Coast Auto Group**").

AND UPON having read the Application, the initial order granted by the Honourable Justice M.E. Burns on July 16, 2025, as amended and restated by the order of the Honourable Justice M.H. Bourque granted on July 25, 2025 (the "**ARIO**"), the pre-filing report of Monitor dated July 8, 2025 (the "**Pre-Filing Report**"), the first report of the Monitor dated July 21, 2025 (the "**First Report**"), the second report of the Monitor dated October 8, 2025 (the "**Second Report**"), the Affidavit of Clark Lonergan sworn October 8, 2025 (the "**Fee Affidavit**"), and the affidavit of service;

AND UPON hearing counsel for the Monitor, counsel for the Bank of Montreal ("**BMO**"), and any other interested parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this Application is hereby abridged and deemed good and sufficient, if applicable, and this application is properly returnable today.

EXTENSION OF STAY OF PROCEEDINGS

2. The Stay Period, as ordered and defined in paragraph 13 of the ARIO, is extended to and including December 12, 2025.

APPROVAL OF FEES, REPORTS, AND ACTIVITIES

3. The Monitor's accounts for its fees and disbursements, as set out in the Fee Affidavit, are hereby approved without the necessity of a formal passing of its accounts.
4. The accounts of the Monitor's legal counsel, Blake, Cassels & Graydon LLP, for its fees and disbursements, as set out in the Fee Affidavit are hereby approved without the necessity of a formal assessment of their accounts.
5. The Pre-Filing Report, the First Report, and the Second Report, and the actions, conduct, and activities of the Monitor set out therein, are hereby ratified and approved.

DISTRIBUTIONS

6. The Monitor, for and behalf of the Coast Auto Group, is authorized to make one or more interim distributions from time to time of the Drayton Valley Net Proceeds (as such term is defined in the Approval and Vesting Order (Drayton Valley) of Justice D.R. Mah dated October 16, 2025) and the North Van Net Proceeds (as such term is defined in the Approval and Vesting Order (North Van) of Justice D.R. Mah dated October 16, 2025) to BMO, as the senior secured lender to Coast North Van, Coast Drayton Valley, and 246, in accordance with BMO's entitlement to such net proceeds subject to such reasonable holdbacks as the Monitor in consultation with BMO may determine are required to provide for payment of the ongoing costs of administration of the Coast Auto Group's CCAA proceedings, including to repay all amounts owing to BMO in connection with the Interim Financing Term Sheet (as described in the ARIO) and to address any unanticipated claims arising as part of these CCAA proceedings.

SERVICE OF ORDER

7. Service of this Order may be effected by facsimile, electronic mail, personal delivery, courier, or regular mail.

Justice of the Court of King's Bench of
Alberta

Schedule "D"
Form of Order
Restricted Court Access

COURT FILE NUMBER 2503-13640

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
COAST AUTOMOTIVE GROUP INC., COAST
NORTH VANCOUVER AUTO SALES INC.,
COAST AUTO DRAYTON INC., AND 2461765
ALBERTA LTD.

APPLICANT BDO CANADA LIMITED, IN ITS CAPACITY AS
COURT-APPOINTED MONITOR OF COAST
AUTOMOTIVE GROUP INC., COAST NORTH
VANCOUVER AUTO SALES INC., COAST
AUTO DRAYTON INC., AND 2461765
ALBERTA LTD.

DOCUMENT ORDER (Restricted Access)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT BLAKE CASSELS & GRAYDON LLP
3500, 855 2nd Street SW
Calgary, Alberta T2P 4J8

Attention: Kelly Bourassa / Aryo Shalviri
Telephone: (403) 260-9697 / (416)863-2962
Email: kelly.bourassa@blakes.com /
aryo.shalviri@blakes.com

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice D.R. Mah

UPON the application (the "**Application**") of BDO Canada Limited, in its capacity as court-appointed Monitor (in such capacity and not in its personal or corporate capacity, the "**Monitor**") of Coast Automotive Group Inc., Coast North Vancouver Auto Sales Inc., Coast Auto Drayton Inc., and 2461765 Alberta Ltd.

AND UPON having read the Application, the second report of the Monitor dated October 8, 2025 (the “**Second Report**”), and the affidavit of service;

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

AND UPON having read the confirmation of the notice to the media regarding the application to restrict access, dated October 8, 2025,

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this Application is hereby abridged and deemed good and sufficient, if applicable, and this application is properly returnable today.

SEALING ORDER

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

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE SECOND REPORT OF THE MONITOR, DATED OCTOBER 8, 2025, WHICH SHALL BE SEALED ON THE COURT RECORD AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE UNTIL THE CONCLUSION OF WITHIN CCAA PROCEEDINGS OR FURTHER ORDER OF THIS COURT.

4. Leave is hereby granted to any person, entity, or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying, or varying the terms of this Order, with such application to be brought on notice to the Monitor and any other affected party.

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

SERVICE OF ORDER

6. Service of this Order may be effected by facsimile, electronic mail, personal delivery, courier, or regular mail.

Justice of the Court of King's Bench of
Alberta