Court File No.: CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 17TH
	)	
JUSTICE CONWAY	)	DAY OF AUGUST, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 13498140 CANADA INC., 2717922 ONTARIO INC., 1000208180 ONTARIO INC., TRINITY CAR SALES INC., 1000841404 ONTARIO INC., 13517683 CANADA INC., 12332248 CANADA INC., 1000454978 ONTARIO INC., 1986096 ONTARIO INC., 1001087905 ONTARIO INC., DOWNTOWN AUTO CENTRE LTD., TRINITY CAR AND TRUCK RENTAL INC., TRINITY AUTO INC., LARRY HUDSON FAMILY HOLDINGS INC. AND 1000493417 ONTARIO INC.

(collectively, the "**Debtors**")

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by Bank of Montreal (the "**Applicant**" or "**BMO**"), for an order amending and restating the Initial Order of Justice Black dated August 7, 2026 (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Daniel To sworn August 5, 2026 and the exhibits thereto (the "**First Affidavit**"), the pre-filing report of Goldhar & Associates Ltd. in its capacity as proposed monitor dated August 6, 2026 (the "**Pre-Filing Report**"), the affidavit of Daniel To sworn August 13, 2026 and the exhibits thereto (the "**Second Affidavit**"), the first report of Goldhar & Associates Ltd. (the "**First Report**") in its capacity as Court-appointed monitor of the Debtors (in such capacity, the "**Monitor**"), and on being advised that the secured creditors who are likely to be affected by the Charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the Monitor, the Debtors and such other counsel and parties as were present, no one else appearing although duly served as appears from the affidavit(s) of service filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today, and further service thereof is hereby dispensed with.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that each of the Debtors is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that each of the Debtors shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that subject to this Order including the Monitor's powers, and any further Order of this Court, the Debtors shall:

(a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**");

(b) continue to carry on the businesses in a manner consistent with the preservation of their businesses (the "**Businesses**") and the Property;

(c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, the "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as the Monitor considers reasonably necessary or desirable in the ordinary course of the business or for the carrying out of the terms of this Order; and

(d) be entitled to continue to utilize the central cash management system currently in place as described in the First Affidavit, or such replacement or modified cash management system as the Monitor may approve (the "**Cash Management System**"), provided that the Cash Management System and all bank accounts of the Debtors shall be subject to the Monitor's control and direction. Any present or future bank providing the Cash Management System shall not be under any obligation to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, shall be entitled to provide the Cash Management System without liability to any Person other than the Debtors pursuant to the applicable account documentation, and shall be an unaffected creditor under any Plan filed in these proceedings with respect to any claims or expenses arising from the provision of the Cash Management System.

5. **THIS COURT ORDERS** that to the extent permitted by law and with the prior consent of the Monitor, the Debtors shall be entitled but not required to make the following advances or payments, whether incurred prior to, on or after the date of the Initial Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, payroll processing costs and expenses payable on or after the date of the Initial Order, in each case incurred in the ordinary course of the business and consistent with existing compensation policies and arrangements; and

(b) the reasonable fees and disbursements of any Assistants retained or employed by the Debtors in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of the Initial Order.

6. **THIS COURT ORDERS** that except as otherwise provided herein, and with the prior consent of the Monitor, the Debtors shall be entitled but not required to pay all reasonable expenses incurred in carrying on the Businesses in the ordinary course on or after the date of the Initial Order and in carrying out the provisions of this Order, including, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Businesses, including payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Debtors following the date of the Initial Order.

7. **THIS COURT ORDERS** that the Debtors shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including amounts in respect of employment insurance, the Canada Pension Plan and income taxes, and all other amounts related to such deductions or employee wages payable for periods following the date of the Initial Order pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtors in connection with the sale of goods and services, but only where such Sales Taxes are accrued or collected after the date of the Initial Order, or where such Sales Taxes were accrued or collected prior to the date of the Initial Order but were not required to be remitted until or after the date of the Initial Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof, any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies that are entitled at law to be paid in priority to claims of secured creditors and are attributable to the carrying on of the Businesses by the Debtors.

8. **THIS COURT ORDERS** that until such time as a real property lease is disclaimed in accordance with the CCAA, the Debtors shall, with the consent of the Monitor, pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the

landlord under the lease) or as otherwise may be negotiated between the relevant Debtor and the relevant landlord from time to time ("**Rent**"), for the period commencing from and including the date of the Initial Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of the Initial Order shall also be paid.

9. **THIS COURT ORDERS** that except as specifically permitted in this Order, the Debtors are hereby directed, until further Order of this Court:

(a) to make no payments of principal, interest or otherwise on account of amounts owing to any creditor as of the date of the Initial Order, except as authorized by this Order; provided that:

(i) following the Monitor's confirmation that BMO's security is valid and enforceable, in respect of the applicable floorplan financing arrangements, the Debtors shall continue to make ordinary-course payments to BMO under those arrangements, including the remittance of proceeds from the sale of BMO-financed vehicles whether completed pre-filing or post-filing, in each case under the Monitor's supervision and direction;

(ii) following the Monitor's confirmation that BMO's security is valid and enforceable in respect of the mortgage financing provided by BMO and secured against the real property known municipally as 222 Advance Boulevard, Brampton, Ontario (the "**Commercial Plaza**"), 1000493417 Ontario Inc. shall continue to make the payments due and becoming due under such mortgage financing, in each case under the Monitor's supervision and direction; and

(iii) following the Monitor's confirmation that the applicable lease agreements between Leggat National Leasing ("**Leggat**") and the Debtors are valid and enforceable and that Leggat holds valid and enforceable security interests in the vehicles subject to such lease agreements, the applicable Debtors may make lease payments under the applicable lease agreements, in each case under the Monitor's supervision and direction;

(b) to grant no security interests, trusts, liens, charges or encumbrances upon or in respect of any of the Property; and

(c) to not to grant credit or incur liabilities except in the ordinary course of the Businesses and with the consent of the Monitor.

RESTRUCTURING

10. **THIS COURT ORDERS** that the Debtors shall, subject to the requirements of the CCAA and with the consent of the Monitor, or the Monitor on behalf of the Debtors, have the right to:

(a) permanently or temporarily cease, downsize or shut down any portion of the Businesses or operations and dispose of redundant or non-material assets not exceeding $250,000 in any one transaction or $1,000,000 in the aggregate, provided that such limits do not apply to the wind-down or liquidation of the London Used Car Superstore, and provided that any sale in excess of those thresholds, or in favour of a person related to the Debtors within the meaning of section 36(5) of the CCAA, shall require authorization by this Court in accordance with section 36 of the CCAA;

(b) terminate the employment of such employees or temporarily lay off such employees as the Monitor considers appropriate; and

(c) disclaim, in whole or in part, with the prior consent of the Monitor or further Order of this Court, arrangements or agreements of any nature whatsoever, whether oral or written, in accordance with section 32 of the CCAA,

all of the foregoing to permit the Debtors to proceed with an orderly restructuring of the Businesses (the "**Restructuring**").

11. **THIS COURT ORDERS** that the Debtors shall provide each of the relevant landlords with notice of the Debtors' intention to remove any fixtures from leased premises at least seven (7) days before the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe the removal and, if the landlord disputes the Debtors' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed among the applicable secured

creditors, the landlord and the Debtor, or by further Order of this Court upon application on at least two (2) days’ notice to such landlord and any such secured creditors. If the applicable lease is disclaimed in accordance with section 32 of the CCAA, the Debtors shall not be required to pay Rent under such lease pending resolution of any such dispute, other than Rent payable for the notice period under section 32(5) of the CCAA, and the disclaimer of the lease shall be without prejudice to the Debtors’ claim to the fixture in dispute.

12. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to section 32 of the CCAA, then:

(a) during the notice period before the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Debtors and the Monitor 24 hours' prior written notice; and

(b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Debtors in respect of such lease or leased premises,, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including October 30, 2026 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (including, without limitation, no garnishment, requirements to pay, enhanced requirement to pay or demand on a third party notice) (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtors or the Monitor, or affecting the Businesses or the Property, except with the written consent of the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtors or affecting the Businesses or the Property are hereby stayed and suspended pending further Order of this Court or the written consent of the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies (including, without limitation, no garnishment, requirement to pay, enhanced requirement to pay or demand on a third party notice) of any individual, firm, corporation, governmental body or agency, or any other entities (collectively, "**Persons**" and each, a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory, against or in respect of the Debtors or the Monitor, or affecting the Businesses or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Monitor or leave of this Court, provided that nothing in this Order shall:

(a) empower the Debtors to carry on any Businesses that the Debtors are not lawfully entitled to carry on;

(b) affect investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;

(c) prevent the filing of any registration to preserve or perfect a security interest; or

(d) prevent the registration of a claim for lien.

15. **THIS COURT ORDERS** that nothing in this Order shall prevent a party from taking an action against the Debtors where such action must be taken to comply with a statutory time limitation and preserve rights at law, provided that no further steps shall be taken without consent of the Monitor or further Order of this Court. Written notice of the action shall be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence, registration, franchise agreement, dealer agreement or permit in favour of or held by the Debtors, except with the written consent of the Monitor or leave of this Court.

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, dealer management systems, communications and other data services, centralized banking services, payroll services, insurance, transportation services, utility and other services to the Businesses or the Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors, or exercising any other remedy under such arrangements. The Debtors shall be entitled to the continued use of their current premises, telephone and facsimile numbers, internet addresses, domain names and information technology systems, provided that the usual prices or charges for goods or services received after the date of the Initial Order are paid in accordance with the Debtors' payment practices or such other practices as may be agreed by the supplier, the Debtors and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of the Initial Order. No Person, other than the Applicant to the extent expressly agreed by it, shall be under any obligation on or after the date of the Initial Order to advance or re-advance monies or otherwise extend credit to the Debtors. Nothing in the Initial Order shall derogate from the rights conferred and obligations imposed by the CCAA or, except as expressly provided herein, prejudice the existing rights and security of the Applicant.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any current director or officer of the Debtors with respect to any claim against the directors or officers that arose before the date of the Initial Order and relates to any obligation of the Debtors whereby the directors or officers are alleged under any law to be liable in that capacity as directors or

officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Debtors, if one is filed, is sanctioned by this Court or refused by the creditors or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Debtors shall indemnify their directors and officers against obligations and liabilities that they may incur as a director or officer of any of the Debtors after the commencement of these proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of such director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $250,000, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 45 and 47 herein.

22. **THIS COURT ORDERS** that notwithstanding any language in any applicable insurance policy to the contrary:

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and

(b) the Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under a directors' and officers' insurance policy, or to the extent such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

23. **THIS COURT ORDERS** that Goldhar & Associates Ltd. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, the Businesses and the financial affairs of the Debtors with the powers and obligations set out in the CCAA and this Order. The Debtors and their shareholders, officers, directors, employees and Assistants shall advise the

Monitor of all material steps taken by the Debtors pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations, and provide the Monitor with assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. **THIS COURT ORDERS** that the Monitor, in addition to and without in any way limiting its prescribed rights pursuant to the CCAA, is hereby authorized and empowered, but not required, to exercise the following powers, including powers otherwise exercisable by a board of directors or any officers of the Debtors, as applicable, and among other things:

(a) take possession of and exercise control over the Property and any and all proceeds, receipts, and disbursements arising out of or from the Property;

(b) receive, preserve and protect the Property, including changing locks and security codes, relocating Property, engaging security personnel, locating and securing motor vehicles, taking physical inventories, controlling vehicle keys and ownership records, and placing insurance coverage;

(c) manage, operate and carry on the Businesses, including but not limited to reducing inventory levels;

(d) exercise any consent, approval or decision-making rights of the Debtors with respect to the Businesses and the Property;

(e) exercise control over the Cash Management System and every bank account held in the name of the Debtors, open one or more new accounts, direct the deposit and disbursement of funds and issue binding directions to any financial institution maintaining an account of the Debtors;

(f) approve, direct, restrict or prohibit the purchase, sale, lease, transfer, wholesale disposition, dealer trade, re-chatteling, re-aging or other dealing with any other motor vehicle or vehicle inventory;

(g) require that proceeds be deposited into accounts controlled by the Monitor, and direct the application of proceeds, including payments required under BMO's floorplan financing arrangements and payments in respect of the mortgage financing provided by BMO and secured against the Commercial Plaza;

(h) engage, continue, amend or terminate the engagement of consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, licensed motor vehicle dealers, dealer operators, a sales agent or other Persons, on such terms as the Monitor considers appropriate, to assist with the exercise of its powers and duties;

(i) communicate and negotiate with original equipment manufacturers, franchisors, the Ontario Motor Vehicle Industry Council ("**OMVIC**"), governmental and regulatory authorities and other stakeholders, and apply for or maintain any registration, dealer agreement, franchise agreement, licence, permit, approval or permission required to continue or transfer the Businesses;

(j) purchase or lease machinery, equipment, motor vehicles, inventory, supplies, premises or other assets to continue the Businesses or any part thereof;

(k) receive and collect all monies and accounts now owed or hereafter owing to the Debtors and exercise all remedies of the Debtors in collecting such monies, including enforcement of any security held by the Debtors;

(l) settle, extend or compromise any indebtedness owing to or by the Debtors;

(m) execute, assign, issue and endorse documents of whatever nature in respect of the Property, whether in the Monitor's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(n) undertake environmental or workers' health and safety assessments of the Property and operations;

(o) initiate, prosecute and continue any proceedings, defend proceedings pending or instituted with respect to the Debtors, the Businesses or the Property, and settle or compromise any such proceedings;

(p) apply for any vesting order or other order, including confidentiality or sealing orders, necessary to convey the Property or any part thereof to a purchaser free and clear of liens or encumbrances;

(q) report to, meet with and discuss with affected Persons all matters relating to the Property and these proceedings and share information, subject to such confidentiality terms as the Monitor considers advisable;

(r) register a copy of this Order and any other Order in respect of the Property against title to any Property;

(s) deal with any taxing or regulatory authority, including executing appointment or authorization forms on behalf of the Debtors to confirm an authorized representative of the Debtors, which may be a representative of the Monitor;

(t) disclaim, in accordance with the CCAA and this Order, any contract of the Debtors;

(u) prepare and file in the name of the Debtors any tax returns, employee remittances, T4 statements and records of employment based solely on the information in the Debtors' books and records, on the basis that the Monitor incurs no liability or obligation to any Person with respect thereto;

(v) perform such functions, enter into such agreements and incur such obligations as the Monitor considers necessary or desirable to facilitate or assist the winding-down or liquidation of the Debtors, the realization or sale of the Property, and the distribution of net proceeds subject to further Order where required;

(w) exercise any shareholder, partnership, joint venture or other rights that the Debtors may have;

(x) apply to this Court on its own behalf or on behalf of the Debtors, for any Order necessary or advisable to carry out its power and obligations, including advice and directions;

(y) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(z) notify or otherwise contact customers of the Debtors to advise of the commencement of these proceedings and the continued obligation of customers to make payments under existing agreements with, or assigned to, the Debtors;

(aa) notify or otherwise contact suppliers, original equipment manufacturers, franchisors, regulators, lessors and other stakeholders to advise of the commencement of these proceedings and the continued obligations of such Persons under existing agreements with the Debtors;

(bb) disseminate to the Applicant and its counsel, on a weekly basis or such other frequency as the Applicant and the Monitor may agree, financial and other information concerning the Debtors that may be used in these proceedings;

(cc) assist with the preparation of the Debtors' cash flow statements, financial reporting and other information required by the Applicant or this Court;

(dd) have full and complete access to the Property, including all premises, vehicles, keys, ownership documents, books, records, data in electronic form, financial documents and dealer management systems, to the extent necessary to assess the Property, the Businesses and the financial affairs of the Debtors or perform its duties under this Order;

(ee) be at liberty to engage independent legal counsel and such other Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations; and

(ff) hold funds in trust or escrow, to the extent required, to facilitate settlements, vehicle transactions or other arrangements involving the Debtors;

(gg) execute the Interim Financing Term Sheet and any document or agreement related thereto for and on behalf of the Debtors and take such steps and actions as the Monitor deems reasonably necessary or advisable in connection with the Interim Financing Facility;

(hh) disclaim property, leases or agreements on behalf of the Debtors; and

(ii) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

(collectively, the "**Monitor's Additional Powers**").

25. **THIS COURT ORDERS** that where the Monitor exercises any of the Monitor's Additional Powers, the Monitor shall be the sole Person authorized to exercise that power, to the exclusion of all other Persons, including the Debtors, and no director or officer of the Debtors shall incur any liability for decisions or actions of the Monitor acting under that authority.

26. **THIS COURT ORDERS** that the Debtors shall not make any payment or transfer of money, sell or transfer any vehicle or other Property, or enter into any material agreement without the prior consent of the Monitor.

27. **THIS COURT ORDERS** that the Monitor shall not take possession of the Businesses or the Property and shall take no part in the management or supervision of the Businesses other than when exercising the Monitor's Additional Powers for and on behalf of the Debtors. By fulfilling its obligations under this Order, or through inadvertence in the due exercise of its powers or performance of its duties, the Monitor shall not be deemed to have taken or maintained possession or control of the Businesses or Property or to be an officer, director, employer or successor employer for any purpose whatsoever.

28. **THIS COURT ORDERS** that nothing in this Order shall require the Monitor to occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law representing the protection, conservation, enhancement, remediation, or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act,* the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario

Occupational Health and Safety Act and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of Environmental Legislation, unless it is actually in possession.

29. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Debtors, including without limitation the Applicant, with information provided by the Debtors or in the Monitor's possession in response to reasonable requests for information made by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to information disseminated by it pursuant to this paragraph. Where information is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor considers appropriate.

30. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or other applicable legislation.

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Debtors retained in connection with these proceedings shall be paid their reasonable fees and disbursements, including pre-filing fees and disbursements relating to these proceedings, at their standard rates and charges as part of the costs of these proceedings. The Debtors are hereby authorized and directed, with the Monitor's approval, to pay their accounts on a weekly basis and to pay reasonable retainers to be held as security for payment of their respective fees and disbursements outstanding from time to time.

32. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Debtors , as security for their professional fees and disbursements incurred before and after the granting of the Initial Order in respect of these proceedings, shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $750,000. The Administration Charge shall have the priority set out in paragraphs 45 and 47 herein.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

34. **THIS COURT ORDERS** that the Debtors and all other Persons having notice of this Order shall forthwith advise the Monitor of the existence of any Property in that Person's possession or control, grant immediate and continued access to the Property to the Monitor, and deliver such Property to the Monitor upon request, excluding Property subject to liens the validity of which depends on maintaining possession.

35. **THIS COURT ORDERS** that all Persons shall forthwith advise the Monitor of the existence of any books, documents, securities, contracts, orders, corporate and accounting records and any other papers, records and information of any kind related to the Businesses or affairs of the Debtors, including computer programs and electronic storage media containing such information (collectively, the "**Records**"), in that Person's possession or control. Persons shall permit the Monitor to make, retain and take away copies and grant the Monitor unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided that nothing herein requires disclosure of Records protected by solicitor-client privilege, litigation privilege or statutory prohibitions against disclosure.

36. **THIS COURT ORDERS** that if any Records are stored on a computer or other electronic information system, whether by an independent service provider or otherwise, all Requested Persons in possession or control of such Records shall forthwith give the Monitor unfettered access to recover and fully copy the information and shall not alter, erase or destroy any Records without the Monitor's prior written consent. All Persons shall provide the assistance the Monitor may require to gain immediate access, including instructions, passwords, access codes, account names and account numbers.

EMPLOYEES AND PERSONAL INFORMATION

37. **THIS COURT ORDERS** that subject to employees' rights to terminate their employment, all employees of the Debtors shall remain employees of the Debtors until their employment is terminated. The Monitor shall not be liable for employee-related liabilities, including successor-employer liabilities under section 14.06(1.2) of the *Bankruptcy and Insolvency Act* (the "**BIA**"), other than amounts the Monitor specifically agrees in writing to pay or obligations under sections 81.4(5) or 81.6(3) of the BIA or the *Wage Earner Protection Program Act*.

38. **THIS COURT ORDERS** that pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act, the Monitor may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and their advisors, but only to the extent desirable or required to evaluate, negotiate and attempt to complete one or more transactions. Each recipient shall maintain and protect the privacy of the information and limit its use to evaluating the transaction; if it does not complete a transaction, it shall return or destroy the information. A purchaser may continue to use personal information related to acquired Property in a manner substantially identical to the Debtors' prior use and shall return or destroy all other personal information.

INTERIM FINANCING

39. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant, in its capacity as debtor-in-possession lender (the "**Interim Lender**"), in order to finance the Debtors' working capital requirements and other general corporate purposes, provided that borrowings under such credit facility shall not exceed $3,500,000 in principal, plus applicable Interest, Facility Fee and Interim Lender's Expenses (each as defined in the Interim Financing Term Sheet), unless permitted by further Order of this Court.

40. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the Interim Term Sheet dated August 6, 2026, as appended to the Pre-Filing Report (as may be amended from time to time, the "**Interim Financing Term Sheet**"), filed.

41. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to execute and deliver, on behalf of the Debtors, the Interim Financing Term Sheet and such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the Interim Financing Term Sheet, the "**Definitive**

Documents”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Monitor is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Definitive Documents (collectively, the “**Interim Financing Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

42. **THIS COURT ORDERS** that the Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Interim Financing Charge**”) on the Property as security for the Interim Financing Obligations, which Interim Financing Charge shall be in an aggregate amount of the Interim Financing Obligations outstanding at any given time under the Definitive Documents. The Interim Financing Charge shall not secure an obligation that existed before the Initial Order was made. The Interim Financing Charge shall have the priority set out in paragraphs 45 to 47 hereof.

43. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Financing Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the Interim Financing Charge, the Interim Lender, upon four (4) business days notice to the Monitor, may exercise any and all of its rights and remedies against the Debtors or the Property under or pursuant to the Definitive Documents and Interim Financing Charge, including without limitation, to cease making advances to the Debtors against the obligations of the Debtors to the Interim Lender under the Definitive Documents or Interim Financing Charge, to make demand, accelerate payment and give other notices; and

(c) the foregoing rights and remedies of the Interim Lender shall be enforceable against the Monitor, any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtors or the Property.

44. **THIS COURT ORDERS AND DECLARES** that the Interim Lender shall be treated as unaffected in any Plan filed by any of the Debtors under the CCAA, or any proposal filed by any of the Debtors under the BIA, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. **THIS COURT ORDERS** that the priorities of the Administration Charge, Interim Financing Charge, and Directors' Charge, as among them, shall be as follows:

First - Administration Charge (to the maximum amount of $750,000);

Second - Interim Financing Charge; and

Third - Directors' Charge (to the maximum amount of $250,000).

46. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the Interim Financing Charge, or the Directors' Charge (collectively, the "**Charges**" and each a "**Charge**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register, record or perfect.

47. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person.

48. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any Encumbrance over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Debtors also obtain the prior written consent of the Monitor, the Applicant and the beneficiaries of the Charges, or further Order of this Court.

49. **THIS COURT ORDERS** that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit

of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made herein;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or creating Encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement binding the Debtors (collectively, an "**Agreement**"), and notwithstanding any provision to the contrary in any Agreement:

(i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Debtors of any Agreement to which they are a party;

(ii) none of the Chargees shall have liability to any Person whatsoever as a result of any breach of an Agreement caused by or resulting from the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(iii) the payments made pursuant to this Order or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under applicable law.

50. **THIS COURT ORDERS** that any Charge created by this Order over a lease of real property in Canada shall be limited to the applicable Debtor’s interest in that real property lease.

SERVICE AND NOTICE

51. **THIS COURT ORDERS** that the Monitor shall, without delay, publish in the National Post a notice containing the information prescribed under the CCAA and, within five (5) days after the date of the Initial Order, shall: (a) make this Order publicly available in the manner prescribed under the CCAA; (b) send, in the prescribed manner, a notice to every known creditor having a claim against any Debtor of more than $1,000; and (c) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations thereunder.

52. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, service of documents in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-serviceprotocol/) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure, this Order constitutes an Order for substituted service pursuant to Rule 16.04. Subject to Rule 3.01(d) and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: https://goldhar.ca/corporate-engagements/trinity-automotive-group (the "**Monitor's Website**").

53. **THIS COURT ORDERS** that if the service or distribution in accordance with the Protocol is not practicable, the Applicant, the Debtors and the Monitor, and their respective counsel, are at liberty to serve or distribute this Order, any other materials and orders as may be required in these proceedings, including any notices or other correspondence, by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of the legal or judicial obligation, and notice requirements within the meaning of the clause 3(c) of the *Electronic Commerce Protection Regulations,* Reg. 81000-2175 (SOR/DORS).

GENERAL

54. **THIS COURT ORDERS** that the Applicant, the Debtors or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder or in the interpretation of this Order.

55. **THIS COURT ORDERS** that unless otherwise ordered by this Court, the Monitor may report to this Court from time to time.

56. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, receiver, receiver and manager, or trustee in bankruptcy of any Debtor, the Businesses or the Property.

57. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction to give effect to this Order and assist the Debtors, the Monitor and their respective agents in carrying the terms of this Order. All courts, tribunals and regulatory and administrative bodies are respectfully requested to make such Orders and provide such assistance to the Debtors and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

58. **THIS COURT ORDERS** that each of the Debtors and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of these proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

59. **THIS COURT ORDERS** that any interested party, including the Applicant, the Debtors and the Monitor, may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party likely to be affected, or on such other notice as this Court may order; provided, however, that the Chargees shall be entitled to rely on this Order as issued and entered and on the Charges and priorities set forth in paragraphs 45 and 47 hereof with respect to

any fees, expenses and disbursements incurred, or any Interim Financing Obligations incurred, as applicable, until the date this Order may be amended, varied, or stayed.

60. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order.

Conway J.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 13498140 CANADA INC., 2717922 ONTARIO INC., 1000208180 ONTARIO INC., TRINITY CAR SALES INC., 1000841404 ONTARIO INC., 13517683 CANADA INC., 12332248 CANADA INC., 1000454978 ONTARIO INC., 1986096 ONTARIO INC., 1001087905 ONTARIO INC., DOWNTOWN AUTO CENTRE LTD., TRINITY CAR AND TRUCK RENTAL INC., TRINITY AUTO INC., LARRY HUDSON FAMILY HOLDINGS INC. AND 1000493417 ONTARIO INC.

Court File No.: CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

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