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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 7TH
	)	
JUSTICE BLACK	)	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**”)

INITIAL ORDER

THIS APPLICATION, made by Bank of Montreal (the “**Applicant**” or “**BMO**”), 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 “**BMO Affidavit**”), and the pre-filing report of Goldhar & Associates Ltd. in its capacity as proposed monitor (the “**Pre-Filing Report**”), and on reading the consent of Goldhar & Associates Ltd. to act as 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 proposed Monitor, the Debtors and such other parties as were present, no one appearing for any other person on the service list although duly served as appears from the affidavit(s) of service filed.

AND UPON this Court being satisfied that the relief granted herein during the initial ten-day period is reasonably necessary for the continued operations of the Debtors in the ordinary course of Businesses and the preservation of their property.

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application 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.

POSSESSION OF PROPERTY AND OPERATIONS

3. **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 BMO 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 of compromise or arrangement filed in these proceedings with respect to any claims or expenses arising from the provision of the Cash Management System.

4. **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 or after this 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 this 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 this Order.

5. **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 after this 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 this Order.

6. **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 Initial Filing Date 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 this Order, or were accrued or collected before the date of this Order but were not required to be remitted until on or after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of the Initial Order but not required to be remitted until on 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.

7. **THIS COURT ORDERS** that until such time as a real property lease is disclaimed in accordance with the CCAA, the Debtors may, with the consent of the Monitor, pay all amounts constituting rent or payable as rent under real property leases, including common area maintenance charges, utilities, realty taxes and any other amounts payable as rent to the landlord under the lease, based on the terms of existing lease arrangements or as otherwise may be negotiated for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay any Rent in arrears.

8. **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 this Order, except as authorized by this Order; provided that, following the Monitor's confirmation that BMO's security is valid and enforceable:

(i) 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; and

(ii) 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;

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

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

RESTRUCTURING

9. **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**").

10. **THIS COURT ORDERS** that the Debtors shall provide each relevant landlord with notice of the Debtors' intention to remove any fixtures from leased premises at least seven (7) days before the intended removal. The landlord shall be entitled to have a representative present to observe the removal. If the landlord disputes the Debtors' entitlement to remove any fixture, that fixture shall remain on the premises and shall be dealt with as agreed among the applicable secured creditors, the landlord and the Debtors, or by further Order of this Court upon application on at least two (2) days' notice. If the applicable lease is disclaimed in accordance with section 32 of the CCAA, the Debtors shall not be required to pay Rent under that lease pending resolution of the dispute, other than Rent payable for the notice period under section 32(5) of the CCAA, and the disclaimer shall be without prejudice to the Debtors' claim to the fixture in dispute.

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

(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 Businesses hours on giving the Debtors and the Monitor 24 hours' prior written notice; and

(b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of the leased premises without waiver of or prejudice to any claims or rights it may have against the Debtors and may re-lease the premises on such terms as it considers advisable, provided that nothing herein relieves the landlord of its obligation to mitigate any damages claimed.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

12. **THIS COURT ORDERS** that until and including August 17, 2026 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (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.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entity (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;

(d) prevent the registration of a claim for lien; or

(e) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.

14. **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

15. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, 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

16. **THIS COURT ORDERS** that during the Stay Period, all Persons having statutory or regulatory mandates for the supply of goods or services, or oral or written agreements or arrangements with the Debtors, including computer software, dealer management systems, communications and data services, centralized banking services, payroll services, insurance, transportation services, utilities 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 this 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 ordered by this Court.

NON-DEROGATION OF RIGHTS

17. **THIS COURT ORDERS** that nothing in this Order prohibits a Person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this 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 this Order to advance or re-advance monies or otherwise extend credit to the Debtors. Nothing in this 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

18. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 15 of this Order, no Proceeding may be commenced or continued against any current director or officer of the Debtors with respect to any claim that arose before the date of this Order and relates to any obligation of the Debtors for which the director or officer is alleged under any law to be liable in that capacity, 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

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

20. **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 as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraphs 43 and 45 herein.

21. **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 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 under paragraph 19 of this Order.

APPOINTMENT OF MONITOR

22. **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 pursuant to this Order, co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations, and provide the assistance necessary to enable the Monitor to carry out its functions.

23. **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**").

24. **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.

25. **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.

26. **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.

27. **THIS COURT ORDERS** that nothing in this Order shall require the Monitor to occupy or take control, care, charge, possession or management of any Property that might be environmentally contaminated or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other environmental law. Nothing herein exempts the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of its duties and powers, be deemed to be in possession of any Property within the meaning of environmental legislation unless it is actually in possession.

28. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Debtors and the Applicant with information provided by the Debtors or in the Monitor's possession in response to reasonable written requests. The Monitor shall have no responsibility or liability with respect to information disseminated pursuant to this paragraph. Where information is confidential, the Monitor shall not provide it to creditors unless otherwise directed by this Court or on such terms as the Monitor considers appropriate.

29. **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 this Order, save and except for gross negligence or wilful misconduct. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or other applicable legislation.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, 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 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 fees and disbursements outstanding from time to time.

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

ADMINISTRATION CHARGE

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Debtors, as security for their professional fees and disbursements incurred before and after the granting of this 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 $350,000. The Administration Charge shall have the priority set out in paragraphs 43 and 45 herein.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

33. **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.

34. **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.

35. **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

36. **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*.

37. **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

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

39. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the Term Sheet dated August [●], 2026 (the "**Interim Financing Term Sheet**"), filed.

40. **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 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 lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

41. **THIS COURT ORDERS** that the lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Financing Charge**") on the Property in the amount of the Interim Financing Amount. The Interim Financing Charge shall not secure an obligation that exists before this Order is made. The Interim Financing Charge shall have the priority set out in paragraphs 43 to 45 hereof.

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

(a) the 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 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 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 lender shall be enforceable against the Monitor, the Debtors or the Property.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

43. **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 $350,000);

Second - Interim Financing Charge; and

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

44. **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 the Charges shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected after the Charges came into existence, notwithstanding any failure to file, register, record or perfect.

45. **THIS COURT ORDERS** that each Charge shall constitute a charge on the Property and, subject always to section 34(11) of the CCAA, 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, other than any secured creditor that has not received notice of the application for this Order.

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

47. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the persons entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not be limited or impaired by:

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

(b) any application for a bankruptcy order, or bankruptcy order under the BIA;

(c) the filing of any assignment for the general benefit of creditors under the BIA;

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

(e) any negative covenant, prohibition or other similar provision concerning borrowings, incurring debt or creating Encumbrances contained in any existing loan document, lease, sublease, offer to lease or other agreement binding the Debtors (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 any document in respect thereof shall constitute a new breach by the Debtors of any Agreement;

(ii) no Chargee shall have liability to any Person as a result of any breach of an Agreement caused by the creation of the Charges, the execution and delivery of Interim Term Sheet or borrowing thereunder; and

(iii) payments made pursuant to this Order 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.

48. **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

49. **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 this 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 and make publicly available a list showing the names and addresses of those creditors and the estimated amounts of their claims, all in accordance with section 23(1)(a) of the CCAA and the regulations thereunder.

50. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference in these proceedings. 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 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**").

51. **THIS COURT ORDERS** that if the service or distribution in accordance with the Protocol is not practicable, the Applicant, the Debtors and the Monitor are at liberty to serve or distribute this Order, any other materials and Orders in these proceedings and any notices or correspondence by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to creditors or other interested parties at their addresses last shown on the Debtors' records. Service or distribution by courier, personal delivery, facsimile or electronic transmission shall be deemed received on the next business day after forwarding, and service by ordinary mail shall be deemed received on the third business day after mailing.

GENERAL

52. **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.

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

54. **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.

55. **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 out its terms. All courts, tribunals and regulatory and administrative bodies are respectfully requested to make such Orders and provide such assistance as may be necessary or desirable to give effect to this Order, grant representative status to the Monitor in any foreign proceeding, or assist the Debtors and the Monitor in carrying out this Order.

56. **THIS COURT ORDERS** that each of the Debtors and the Monitor is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

for recognition of this Order and assistance in carrying out its terms, and the Monitor is authorized to act as a representative in respect of these proceedings for the purpose of obtaining recognition in a jurisdiction outside Canada.

57. **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.

58. **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.

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

INITIAL ORDER

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