Court File No. CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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.

MOTION RECORD OF THE APPLICANT
(returnable August 17, 2026)

August 13, 2026

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(as at August 13, 2026)

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Court File No.CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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.

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Tab 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
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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.

NOTICE OF MOTION
(Returnable August 17, 2026)
(Amended and Restated Initial Order)

The Applicant, Bank of Montreal ("**BMO**" or the "**Bank**"), will make a Motion before the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on Monday, August 17, 2026, at 2:00 p.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

[ ] In writing under subrule 37.12.1(1);
[ ] In writing as an opposed motion under subrule 37.12.1(4);
[ ] In person;
[ ] By telephone conference;
[X] By video conference.

The videoconference link is as follows:
https://ca01web.zoom.us/j/61474879934?pwd=NDQvb3ZKRkN0b3hpTWNPU1RaaWt0QT09#success

THE MOTION IS FOR:[1]

1. An amended and restated initial order (the "**ARIO**") substantially in the form attached to the Bank's Motion Record, *inter alia*:

    (a) abridging the time for service of the Notice of Motion and the Motion Record and dispensing with service on any person other than those served;

    (b) extending the Stay Period (as defined below) to and including October 30, 2026;

    (c) increasing the maximum amount of the Administration Charge to $750,000;

    (d) authorizing and empowering the Monitor to borrow, under the Interim Facility, up to a maximum amount of $3,500,000, plus applicable Interest, Facility Fee and Interim Lender's Expenses (each as defined in the Interim Financing Term Sheet);

    (e) ordering that the Interim Financing Charge shall secure all indebtedness, interest, fees, liabilities and obligations of the Debtors to the Interim Lender under and pursuant to the Definitive Documents (as defined in the ARIO) (collectively, the "**Interim Financing Obligations**"), in an aggregate amount of the Interim Financing Obligations outstanding at any given time under the Definitive Documents;

[1] Capitalized terms not otherwise defined herein have the meanings given to them in the affidavit of Daniel To sworn August 13, 2026.

(f) ordering that the Charges rank in priority to all Encumbrances (as defined in the ARIO); and

(g) authorizing the applicable Debtors, 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, to make lease payments under the applicable lease agreements, in each case under the Monitor's supervision and direction.

2. Such further and other relief as counsel may request and that this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

A. Background

3. The Respondents (collectively defined as the "**Trinity Auto Group**", or the "**Debtors**") comprise an integrated group of automotive and related businesses operating in the Greater Toronto Area and Southwestern Ontario.

4. The Trinity Auto Group's banking relationship with BMO began in 2020. As the Trinity Auto Group expanded, BMO provided additional credit facilities for operating, vehicle floorplan, leasing, corporate credit-card, goodwill and real-estate financing to support its operations and acquisitions.

5. As at July 24, 2026, the aggregate principal and accrued interest owing to BMO under the credit facilities and the separate financing provided to 1000493417 Ontario Inc. was approximately $85.2 million, excluding further interest, fees, costs and expenses.

6. The Debtors are facing an ongoing liquidity crisis arising from significant floorplan irregularities and material inventory-control deficiencies. Management advised BMO that the funds required to cure the deficiencies were not available.

7. On July 29, 2026, the Canada Revenue Agency ("**CRA**") served BMO with a requirement to pay pursuant to the *Income Tax Act* in respect of 2717922 Ontario Inc., which operates Oakville Mitsubishi, asserting tax indebtedness of approximately $214,000 (the "**Requirement to Pay**"). The Requirement to Pay resulted in the bank account of 2717922 Ontario Inc. becoming frozen.

8. Pursuant to an application by the Bank under the *Companies' Creditors Arrangement Act*, R.S.C., c. C-36, as amended (the "**CCAA**"), the Court granted an Initial Order dated August 7, 2026 in respect of the Debtors (the "**Initial Order**") which, among other things:

(a) appointed Goldhar & Associates Ltd. ("**Goldhar**") as the Court-appointed monitor of the Debtors (the "**Monitor**") and granted the Monitor the additional powers set out therein (the "**Monitor's Additional Powers**");

(b) granted an initial stay of all proceedings to and including August 17, 2026 (the "**Stay Period**");

(c) approved the Interim Financing Term Sheet between Goldhar, for and on behalf of the Debtors, and BMO, as the interim lender (the "**Interim Lender**"), and authorized borrowings under the Interim Facility up to $500,000 in principal, plus applicable Interest and Interim Lender's Expenses; and

(d) granted an Administration Charge of $350,000, an Interim Financing Charge in favour of the Interim Lender, and a Directors' Charge of $250,000 (collectively, the "**Charges**").

B. Relief Sought Under the ARIO

Extending the Stay Period

9. The Bank seeks to extend the Stay Period to and including October 30, 2026 (the "**Extended Stay Period**").

10. The extension is necessary and appropriate to provide continued breathing space as the Monitor attempts to stabilize the Debtors' operations and maximize value for stakeholders.

11. Subject to the ARIO being granted, the Debtors have sufficient liquidity through the Extended Stay Period to fund their business operations and the costs of these CCAA proceedings.

12. The Debtors, through the Monitor with the Monitor's Additional Powers, have acted and are continuing to act, in good faith and with due diligence, and no creditor is expected to suffer material prejudice from the requested extension.

Increasing the Administration Charge

13. The Bank seeks to increase the Administration Charge from $350,000 to $750,000, to reflect the additional work required during these CCAA proceedings.

14. The increase in the quantum of the Administration Charge is reasonably necessary to secure the continued participation of the beneficiaries of the Administration Charge.

Increasing the Authorized Borrowings under Interim Term Sheet

15. The Interim Facility provides for maximum principal borrowings of $3,500,000, of which only $500,000 was authorized prior to the Comeback Hearing. The Bank seeks authorization for the Monitor to borrow up to the full $3,500,000, plus applicable Interest, Facility Fee and Interim Lender's Expenses.

16. The Bank also seeks an order providing that the Interim Financing Charge shall secure all Interim Financing Obligations outstanding at any given time.

17. The increase in the Interim Financing Charge is required to secure the Interim Facility which will allow the Debtors to operate through the Extended Stay Period.

18. The Monitor has reviewed the Debtors' cash-flow needs and supports the relief sought.

Elevating the Charges to Rank in Priority to all Encumbrances

19. The Initial Order provides that each of the Charges rank ahead of all Encumbrances other than those of secured creditors who had not received notice of the application.

20. The proposed ARIO provides that the Charges rank in priority to all Encumbrances.

21. All secured parties who may be affected by the Charges have been or will be given notice of this motion.

Other Grounds

22. Section 11, as well as any other relevant provisions of the CCAA and the inherent and equitable jurisdiction of this Court;

23. Rules 1.04, 2.03, 3.02, 14.05(2), 16, 37 and 39 of the Ontario Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended and sections 106 and 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended; and

24. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

(a) the affidavit of Daniel To sworn on August 13, 2026, and the exhibits thereto;

(b) the First Report of the Monitor, to be filed; and

(c) such further and other evidence as counsel may advise and this Court may permit.

August 13, 2026

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Lawyers for the Applicant

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(returnable August 17, 2026)

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Tab 2

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

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AFFIDAVIT OF DANIEL TO
(Sworn August 13, 2026)

I, **DANIEL TO**, of the Town of Whitchurch-Stouffville, in the Province of Ontario, **MAKE OATH AND SAY THAT**:

1. I am a Director in the Special Accounts Management Unit of Bank of Montreal ("**BMO**" or the "**Bank**"). The Bank is the principal secured lender to the Respondents and is also the lender under the Interim Financing Term Sheet (as defined below). As such, I have personal knowledge of the facts and matters deposed to herein, except where stated to be based upon information and belief, and where so stated, I verily believe them to be true. In this Affidavit, the Respondents are collectively referred to as the "**Trinity Auto Group**", or the "**Debtors**".

2. I am authorized to swear this Affidavit on behalf of BMO. I have been the principal point of contact at the Bank for the Debtors since their accounts were transferred to BMO's Special

Accounts Management Unit, and I have been directly involved in the Bank's oversight of the Debtors' credit facilities, security, and ongoing financial circumstances.

3. Capitalized terms used but not defined in this Affidavit shall have the meanings ascribed to them in the Initial Order (as defined below) or in my affidavit sworn August 5, 2026 (the "**First Affidavit**"), a copy of which is attached (without exhibits) hereto as **Exhibit "A"**. Unless otherwise indicated, all monetary amounts referred to in this Affidavit are stated in Canadian dollars.

I. OVERVIEW AND RELIEF SOUGHT

4. Pursuant to an application by the Bank under the *Companies' Creditors Arrangement Act*, R.S.C., c. C-36, as amended (the "**CCAA**"), the Honourable Justice Black of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an Initial Order dated August 7, 2026 in respect of the Debtors (the "**Initial Order**"). The Initial Order, among other things:

(a) appointed Goldhar & Associates Ltd. ("**Goldhar**") as the Court-appointed monitor of the Debtors (the "**Monitor**");

(b) granted the Monitor, in addition to and without in any way limiting its prescribed rights and powers under the CCAA, the additional powers more particularly set out in the Initial Order (the "**Monitor's Additional Powers**");

(c) granted an initial stay of all proceedings and remedies taken or that might be taken in respect of the Debtors, the current directors and officers of the Debtors (the "**Directors and Officers**"), the Monitor, or affecting the Debtors' businesses (the "**Businesses**") or the Debtors' current and future assets, undertakings and properties of every nature and kind, including all proceeds thereof (the "**Property**") to and including August 17, 2026 (the "**Stay Period**");

(d) approved the interim financing term sheet appended to the Monitor's pre-filing report dated August 6, 2026 (the "**Interim Financing Term Sheet**") between Goldhar, for and on behalf of the Debtors, and BMO, in its capacity as the interim lender (the "**Interim Lender**"), authorizing the Monitor, for and on behalf of the Debtors, to obtain and borrow under the interim facility contemplated therein (the "**Interim Facility**") up to a maximum principal amount of $500,000 plus applicable Interest and Interim Lender's Expenses (each as defined in the Interim Financing Term Sheet, together being the "**Interim Financing Amount**"), during the initial Stay Period;

(e) granted the following limited priority charges (collectively, the "**Charges**") over the Property:

(i) an administration charge (the "**Administration Charge**"), in the maximum amount of $350,000, in favour of the Monitor, counsel to the Monitor, and counsel to the Debtors;

(ii) an interim financing charge (the "**Interim Financing Charge**"), in the amount of the Interim Financing Amount, in favour of the Interim Lender; and

(iii) a charge in favour of the Directors and Officers (the "**Directors' Charge**"), in the maximum amount of $250,000;

(f) authorized the Debtors, with the consent of the Monitor, or the Monitor on behalf of the Debtors, to wind-down or liquidate the London Used Car Superstore (as defined in the Initial Order) without application of the monetary disposition limits otherwise applicable under the Initial Order; and

(g) authorized the Debtors, subject to the supervision and control of the Monitor and the terms of the Interim Financing Term Sheet, to continue to utilize their existing Cash Management System (as defined in the Initial Order).

5. The Initial Order provided that the Charges shall rank in priority to all other Encumbrances (as defined in the Initial Order) in favour of any Person, other than any secured creditor that had not received notice of the application for the Initial Order. Copies of the Initial Order and Justice Black's endorsement dated August 7, 2026 are collectively attached hereto as **Exhibit "B"**.

6. This Affidavit is made in support of a motion by the Bank for an amended and restated initial order (the "**ARIO**"), substantially in the form attached to the Bank's Motion Record, which amends and restates the Initial Order to grant certain broader relief, including *inter alia*:

(a) extending the Stay Period to and including October 30, 2026;

(b) increasing the maximum amount of the Administration Charge to $750,000;

(c) authorizing and empowering the Monitor to obtain and borrow under the Interim Facility, up to a maximum amount of $3,500,000, plus applicable Interest, Facility Fee and Interim Lender's Expenses (each as defined in the Interim Financing Term Sheet);

(d) ordering that the Interim Financing Charge shall secure all indebtedness, interest, fees, liabilities and obligations of the Debtors to the Interim Lender under and pursuant to the Definitive Documents (as defined in the ARIO) (collectively, the "**Interim Financing Obligations**"), and that the Interim Financing Charge shall be in an aggregate amount of the Interim Financing Obligations outstanding at any given time under the Definitive Documents;

(e) elevating the Charges to rank in priority to all Encumbrances (as defined in the ARIO); and

(f) authorizing the applicable Debtors, 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, to make lease payments under the applicable lease agreements, in each case under the Monitor's supervision and direction.

II. BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS[1]

7. The Debtors comprise an integrated group of automotive and related businesses operating in the Greater Toronto Area and Southwestern Ontario, including four franchised new-vehicle dealerships, two used-vehicle dealership locations, collision-repair centres, a vehicle-rental business, towing and automotive-service operations, and commercial real estate assets.

8. The Trinity Auto Group's banking relationship with BMO began in 2020. As the Trinity Auto Group expanded, BMO provided additional credit facilities for operating, vehicle floorplan, leasing, corporate credit-card, goodwill and real-estate financing to support its operations and acquisitions.

[1] The facts underlying the Applicant's CCAA application are more fully set out in the First Affidavit.

9. The credit facilities provided by BMO to the Trinity Auto Group were most recently amended and restated pursuant to a credit agreement dated August 29, 2025 (the "**Credit Agreement**"), under which BMO made available facilities having aggregate authorized borrowing limits of approximately $80.9 million. BMO also provided separate financing to 1000493417 Ontario Inc. for the property municipally known as 222 Advance Boulevard, Brampton, Ontario (the "**Advance Boulevard Property**").

10. As at July 24, 2026, the aggregate principal and accrued interest owing to BMO under the Credit Agreement and the separate financing provided to 1000493417 Ontario Inc. was approximately $85.2 million, excluding further interest, fees, costs and expenses.

11. The Debtors are facing an ongoing liquidity crisis arising from significant floorplan irregularities and material inventory-control deficiencies, including the sale and delivery of approximately 264 vehicles without repayment of the corresponding BMO floorplan advances, resulting in an estimated net sold-in-violation or "SIV" vehicle exposure of $10.2 million. As at July 16, 2026, approximately $43.5 million was outstanding under the new-vehicle floorplan facility, materially exceeding the $35 million authorized limit.

12. The Debtors had no availability under their existing new-vehicle floorplan facility, and management had advised BMO that the funds required to cure the identified SIV deficiency were not available. A subordinate charge had been registered against the Advance Boulevard Property without BMO's knowledge or consent. Furthermore, on July 29, 2026, the Canada Revenue Agency ("**CRA**") served BMO with a requirement to pay pursuant to the *Income Tax Act* in respect of 2717922 Ontario Inc., which operates Oakville Mitsubishi, asserting tax indebtedness of

approximately $214,000 (the "**Requirement to Pay**"). The Requirement to Pay resulted in the bank account of 2717922 Ontario Inc. becoming frozen.

13. I understand from the Monitor that the Debtors' activities following the Initial Order have included, among other things:

(a) operating the Businesses in accordance with the terms of the Initial Order;

(b) communicating with, providing information to, and answering questions of, various stakeholders (including BMO) and employees;

(c) in concert with the Monitor and under the Monitor's supervision and direction, communicating with original equipment manufacturers supplying vehicle inventory concerning the ongoing conduct of the Debtors' Businesses;

(d) in concert with the Monitor and under the Monitor's direction, communicating with financial institutions providing cash management and other financial services to the Debtors to ensure continuity of services;

(e) filing the statutory notices to the Office of the Superintendent of Bankruptcy in the prescribed forms;

(f) arranging the publication of notices regarding the CCAA proceedings;

(g) engaging in discussions with the Monitor and the Bank about the Businesses and the Property, formulation of the sale process, and next steps in these CCAA proceedings; and

(h) coordinating the wind-down and orderly liquidation of the Business operated as the London Used Car Superstore, as authorized under the Initial Order.

14. As noted above, the Requirement to Pay resulted in the bank account of 2717922 Ontario Inc. becoming frozen, which prevented the Debtors from transacting any business through that account. Following the issuance of the Initial Order, the Bank's counsel engaged with the Department of Justice to request that the Requirement to Pay be withdrawn so that the relevant Debtor could resume ordinary-course use of the subject account. The Bank subsequently obtained confirmation that the Requirement to Pay has been withdrawn, a copy of which is attached hereto as **Exhibit "C"**.

III. THE ARIO

15. The First Affidavit provides the primary evidence in support of the vast majority of relief sought in the proposed ARIO. The sections below address substantive issues, matters and relief not addressed in the First Affidavit.

A. Extension of the Stay Period

16. The Initial Order granted the Stay Period to and including August 17, 2026. The Bank seeks to extend the Stay Period to and including October 30, 2026 (the "**Extended Stay Period**").

17. The extension of the Stay Period is necessary and appropriate in the circumstances to provide the Debtors with continued breathing space as the Monitor attempts to stabilize the Debtors' operations and maximize value for the benefit of all of the stakeholders through these CCAA proceedings.

18. I understand from the Monitor that, during the Extended Stay Period, the Monitor anticipates taking steps to, among other things: (a) sell and/or wind down certain of the Businesses, including the London Used Car Superstore; and (b) formulate, seek Court approval for, and implement a sale process and a key employee retention plan.

19. As I understand will be described in the Monitor's First Report to the Court (the "**First Report**"), to be filed, the cash flow forecast appended to the Monitor's pre-filing report dated August 6, 2026 (the "**Cash Flow Forecast**") remains accurate based on the current operations of the Debtors. The Cash Flow Forecast demonstrates that, subject to the ARIO being granted, the Debtors have sufficient liquidity during the Extended Stay Period to fund their business operations and the costs of these CCAA proceedings.

20. I am of the view that the Debtors, through the Monitor with the Monitor's Additional Powers, have been acting, and are continuing to act, in good faith and with due diligence in advancing these CCAA proceedings, communicating with their stakeholders, and operating the Businesses in accordance with the Initial Order.

21. I do not believe any creditor will suffer material prejudice as a result of the extension of the Stay Period. The Debtors' stakeholders, including the Bank, will benefit from the extension of the Stay Period.

B. Increase in Authorized Borrowings under Interim Financing Term Sheet

22. As outlined in the First Affidavit, the Interim Lender agreed to provide the Interim Facility in the maximum principal amount of $3,500,000 but advances up to the aggregate of $500,000

were made available prior to the Comeback Hearing to provide the Debtors with sufficient liquidity to maintain operations until the Comeback Hearing.

23. The Bank now seeks an increase in the maximum principal amount that may be borrowed by the Monitor under the Interim Facility to $3,500,000, plus applicable Interest, Facility Fee and Interim Lender's Expenses (each as defined in the Interim Financing Term Sheet).

24. The Bank similarly seeks an order that the Interim Financing Charge shall secure all Interim Financing Obligations, and that the Interim Financing Charge shall be in an aggregate amount of the Interim Financing Obligations outstanding at any given time under the Definitive Documents (as defined in the ARIO).

25. The increase in the Interim Financing Charge is required to secure the Interim Facility which will allow the Trinity Auto Group to operate through the Extended Stay Period.

26. I understand that the Monitor has reviewed the Debtors' cash-flow needs and supports the relief sought in respect of the Interim Facility and the Interim Financing Charge.

27. As I understand will be described in the First Report, to be filed, the Cash Flow Forecast includes or incorporates payments on account of BMO's floor plan financing facilities from vehicle sales in the ordinary course (as expressly required under the Credit Agreement), payment from rent receipts on account of BMO's financing secured by the Advance Boulevard Property and payment of lease obligations owed to Leggat in respect of the fleet of rental vehicles leased to the Debtors by Leggat. In respect of the foregoing payments, I understand that the First Report will also reflect that legal counsel to the Monitor has provided it with opinions (subject to customary qualifications and assumptions) that:

(a) BMO holds valid and enforceable security interests over the personal property of the Debtors, including without limitation the Debtors' vehicle inventory financed under BMO's floor plan financing facilities;

(b) BMO holds valid and enforceable mortgage and security interests over the Advance Boulevard Property and the rental income from that property; and

(c) Leggat holds valid and enforceable lease agreements and has valid and enforceable security interests in the Debtors' rental vehicle fleet that it finances.

C. Increase in the Administration Charge

28. The Initial Order provided an Administration Charge in the amount of $350,000 to secure payment of the fees and disbursements of the Monitor, its counsel, and counsel to the Debtors.

29. As set out in the First Affidavit, while the $350,000 Administration Charge was sufficient for the initial Stay Period, it was contemplated that an increase to the quantum of the Administration Charge would be sought at the Comeback Hearing to secure the professional fees and disbursements expected to be incurred through the remainder of these CCAA proceedings.

30. The Bank now seeks an increase to the Administration Charge from $350,000 to $750,000, to reflect the additional work to be undertaken during these CCAA proceedings.

31. The Bank believes that the increase in the quantum of the Administration Charge is reasonably necessary to ensure the continued participation of the beneficiaries of the Administration Charge, whose expertise and assistance are critical to the success of these CCAA proceedings.

D. Priority of the Charges

32. The First Affidavit sets out the evidentiary basis for the appropriateness and necessity of the Charges (and their quantum) in the circumstances.

33. The Initial Order provides that each of the Charges rank in priority to all other Encumbrances (as defined in the Initial Order) in favour of any Person, other than any secured creditor that had not received notice of the application for the Initial Order.

34. Under the proposed ARIO, the Charges rank ahead of all Encumbrances (as defined in the ARIO). The proposed ARIO provides that the Charges, as among themselves, shall be in the following order:

(a) First – Administration Charge;

(b) Second – Interim Financing Charge; and

(c) Third – Directors’ Charge.

35. I am advised by the Applicant’s counsel, that all secured parties who may be affected by the Charges have been or will be given notice of this motion.

IV. CONCLUSION

36. For the reasons set out herein, the Applicant respectfully requests that this Court grant the ARIO. I swear this affidavit in support of the motion for the relief set out above, and for no improper purpose.

SWORN REMOTELY by Daniel To stated as being located in the Town of Whitchurch-Stouffville, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on August 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Maleeha Anwar

MALEEHA ANWAR (92961B)
Commissioner for Taking Affidavits
(or as may be)

DANIEL TO

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF DANIEL TO SWORN BEFORE ME THIS 13TH DAY OF AUGUST, 2026

____

A Commissioner Etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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.

AFFIDAVIT OF DANIEL TO

(Sworn August 5, 2026)

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AFFIDAVIT OF DANIEL TO
(Sworn August 5, 2026)

I, **DANIEL TO**, of the Town of Whitchurch-Stouffville, in the Province of Ontario, **MAKE OATH AND SAY THAT**:

1. I am a Director in the Special Accounts Management Unit of Bank of Montreal ("**BMO**" or the "**Bank**"). I have personal knowledge of the facts and matters herein deposed, except where stated to be based upon information and belief, and where so stated, I verily believe the same to be true.

2. Where I refer to matters pertaining to the structure and operation of the Trinity Auto Group (as defined below) and their businesses, my information is derived from files maintained by BMO, information obtained from the Trinity Auto Group (defined below), either directly or through Goldhar & Associates Ltd. ("**Goldhar**") or Steinberg Advisory Corp. ("**Steinberg**" or **"SAC"**) in their capacity as financial advisors to BMO and Trinity Auto Group, respectively, and publicly available information and records.

3. Unless otherwise indicated, all monetary amounts referred to in this Affidavit are stated in Canadian dollars.

4. This is a creditor-initiated application by BMO, as applicant and principal secured lender to the Debtors, for an initial order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C-36, as amended (the "**CCAA**"). This Affidavit is sworn in support of such application.

5. I am authorized to make this Affidavit on behalf of BMO. I have been the principal point of contact at BMO for the Debtors (as defined herein) since their accounts were transferred to BMO's special account management unit ("**SAMU**").

I. OVERVIEW AND INTRODUCTION

6. In this Affidavit, the Respondents are hereinafter collectively referred to as the "**Trinity Auto Group**", or the "**Debtors**". James Boban ("**Boban**") is a director of each of the Debtors and is the principal representative with whom BMO has dealt in connection with the Trinity Auto Group's businesses (collectively, the "**Businesses**"), financing arrangements and present financial circumstances.

7. The Debtors comprise an integrated group of automotive and related businesses operating in the Greater Toronto Area and Southwestern Ontario, including four (4) franchised new-vehicle dealerships, two (2) used-vehicle dealerships, collision-repair centres, a vehicle-rental business, towing and automotive-service operations, and commercial real estate assets.

8. BMO is the principal secured lender to the Trinity Auto Group. As at July 24, 2026, the aggregate principal and accrued interest owing to BMO under the BMO Credit Agreement (as

defined below) and the separate financing provided to 1000493417 Ontario Inc. was approximately $85.2 million, excluding further interest, fees, costs and expenses.

9. The Debtors are in default of their obligations to BMO. Most significantly, a reconciliation based on physical inventory counts conducted on July 2, 2026, identified 264 vehicles that had been sold and delivered without the corresponding BMO floorplan advances in respect of such vehicles being repaid. The aggregate advances associated with those sold-in-violation (**"SIV"**) vehicles were approximately $13.0 million. After provisionally crediting approximately $2.9 million of self-funded vehicle inventory, the estimated net SIV exposure was approximately $10.2 million.

10. The Trinity Auto Group also had approximately $43.5 million outstanding under its new-vehicle floorplan facility as at July 16, 2026, approximately $8.5 million above the authorized limit of $35 million under the BMO Credit Agreement (as defined below). The Debtors have no availability under their existing new-vehicle credit facilities, and management has advised BMO that the funds required to cure SIV deficiency are not available.

11. Although management has generally cooperated with BMO and its advisors, it has not presented an executable plan to cure the SIV exposure, reduce inventory and address the Trinity Auto Group's immediate liquidity requirements. BMO has therefore lost confidence that management can stabilize the Businesses and implement the necessary restructuring without Court supervision and meaningful controls over cash, vehicle inventory, sale proceeds and material operational decisions.

12. On July 27, 2026, BMO demanded payment from the Debtors of their respective indebtedness to BMO and delivered notices of intention to enforce security pursuant to section

244(1) of the *Bankruptcy and Insolvency Act* ("**BIA**"). The indebtedness has not been repaid. The Debtors are insolvent and face an immediate liquidity crisis. Without interim financing and the protections afforded by the CCAA, they will not have sufficient liquidity to continue operating in the ordinary course.

13. BMO is not prepared to provide further funding to the Debtors outside a formal, Court-supervised restructuring process. Subject to the granting of the Initial Order, BMO is prepared to provide interim financing to fund the Debtors' critical operating requirements during the initial ten-day period. Vehicle-sale proceeds subject to BMO's floorplan financing, generated during that period will be controlled by the Monitor and preserved as restricted cash pending the Monitor's review of BMO's security and further Order of the Court.

14. The Initial Order sought by BMO would, among other things, appoint Goldhar as Monitor with enhanced powers to supervise and control the Debtors' cash, vehicle inventory, sale proceeds and operations.

15. In all of the circumstances described in this Affidavit, I believe that a creditor-initiated CCAA proceeding is the most appropriate available means of preserving the Trinity Auto Group's going-concern and dealership franchise value, protecting its vehicle inventory and cash proceeds, maintaining employment, stabilizing relationships with key stakeholders, and facilitating an orderly sale process under the supervision of the Court and the Monitor exercising enhanced powers.

II. RELIEF REQUESTED

16. BMO seeks the Initial Order granting, among other things, the following relief:

(a) abridging the time for the service of the Notice of Application and the materials filed in support thereof, validating service already effected and dispensing with further service thereof;

(b) declaring that each of the Debtors is a debtor company to which the CCAA applies;

(c) appointing Goldhar as monitor of the Debtors in these proceedings (in such capacity, the "**Proposed Monitor**" and once appointed, the "**Monitor**");

(d) approving an interim financing term sheet (the "**Interim Term Sheet**") between Goldhar, for and on behalf of the Debtors, and BMO (in its capacity as the "**Interim Lender**"), authorizing the Monitor, for and on behalf of the Debtors, to obtain and borrow under the interim facility contemplated therein (the "**Interim Facility**") up to a maximum principal amount of $500,000 (the "**Maximum Initial Amount**", as defined in the Interim Term Sheet), plus applicable interest (the "**Interest**" as defined in the Interim Term Sheet), fees and expenses (the "**Interim Lender's Expenses**", as defined in the Interim Term Sheet) during the initial Stay Period, and granting a charge over the Debtors' Property (as defined below) in favour of the Interim Lender to secure all obligations owing under the Interim Facility, including principal, interest, fees and expenses (the "**Interim Financing Charge**");

(e) authorizing the Debtors, with the consent of the Monitor, or the Monitor on behalf of the Debtors, to wind-down or liquidate the London Used Car Superstore without application of the monetary disposition limits otherwise applicable under the Initial Order;

(f) granting the Monitor, in addition to and without in any way limiting its prescribed rights and powers under the CCAA, the additional powers more particularly set out in the draft Initial Order;

(g) granting an initial stay of proceedings to and including August 17, 2026 (the "**Stay Period**"), of all proceedings and remedies taken or that might be taken in respect of the Debtors, the current directors and officers of the Debtors, the Monitor, or affecting the Debtors' Businesses or the Property (as defined below), except as otherwise set forth in the Initial Order or as otherwise permitted by law;

(h) granting the following limited priority charges (collectively, the "**Charges**") over the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "**Property**"):

(i) the Administration Charge (as defined below) in favour of the Monitor, counsel to the Monitor, and counsel to the Debtors;

(ii) the Interim Financing Charge in favour of the Interim Lender; and

(iii) the Directors' Charge (as defined below) in favour of the Trinity Auto Group's current directors and officers (the "**Directors and Officers**"); and

(i) authorizing the Debtors, subject to the supervision and control of the Monitor and the terms of the Interim Term Sheet, to continue to utilize their existing Cash Management System (as defined below).

17. If the Initial Order is granted, BMO intends to return to Court during the initial Stay Period (the "**Comeback Hearing**"), to seek an amended and restated Initial Order ("**ARIO**") and related orders granting, among other things:

(a) an extension of the Stay Period;

(b) an increase in the maximum amount of the Administration Charge (as defined herein);

(c) an increase in the maximum borrowings authorized under the Interim Facility and a corresponding increase in the maximum amount of the Interim Financing Charge;

(d) approval of a sale process, engagement of a real-estate broker and a sales agent, for and on behalf of the Trinity Auto Group, and related relief;

(e) approval of a key employee retention plan (**"KERP"**), if the Monitor determines it to be appropriate; and

(f) such further relief as may be necessary or desirable.

III. THE BUSINESSES OF THE TRINITY AUTO GROUP

A. The Businesses

18. The Trinity Auto Group is a privately held automotive group operating across the Greater Toronto Area and Southwestern Ontario. The group traces its origins to 2013, when Boban established an automotive service centre in Brampton, Ontario. Since then, the Trinity Auto Group has expanded into a diversified automotive platform comprising franchised new-vehicle dealerships, used-vehicle dealerships, collision-repair centres, a vehicle-rental business, a towing

operation, an automotive service centre and certain commercial real estate (including properties associated with some of the dealership operations).

19. The Trinity Auto Group expanded and grew over a relatively brief period of time. After establishing an automotive service centre in 2013, the Trinity Auto Group expanded to include collision and body-shop operations in 2016. It entered the used-vehicle dealership business in 2020 by acquiring a used-vehicle superstore in Oakville, Ontario. In 2021, it converted its Oakville used-vehicle operation into Oakville Mitsubishi (as defined below) and acquired the Oakville Mitsubishi Premises (as defined below), the real property from which Oakville Mitsubishi operates. In 2022, the Trinity Auto Group acquired Stratford Kia (as defined below) and Stratford Nissan (as defined below), and, in 2023, it acquired a commercial plaza located at 222 Advance Boulevard, Brampton, Ontario (the "**Commercial Plaza**" or the "**Advance Boulevard Property**"). In 2024, the Trinity Auto Group acquired the Mississauga Chrysler (as defined below) dealership and, in 2025, acquired the Mississauga Chrysler Premises (as defined below), the real property from which Mississauga Chrysler operates.

20. The Trinity Auto Group generally conducts each of its principal Businesses through a separate operating entity. Certain real properties used by the operating Businesses are held by separate property-owning Debtors, while certain other operating locations are leased.

21. Each of the Dealerships (as defined below) businesses generally operate as distinct businesses with their own management, sales, finance and accounting functions, supported by a limited number of shared management resources in finance, operations and inventory oversight.

1. OEM Dealerships

22. The Trinity Auto Group's core operating platform consists of four (4) franchised original equipment manufacturer (**"OEM"**) dealerships: Mississauga Chrysler, Oakville Mitsubishi, Stratford Kia and Stratford Nissan (collectively, the "**OEM Dealerships**"). The OEM Dealerships sell new and used vehicles, vehicle parts and related products and provide services that include arranging customer financing and leasing, vehicle maintenance and repair, warranty work and recall services. The OEM Dealerships are briefly described below.

(a) Mississauga Chrysler

23. 1000841404 Ontario Inc. operates "**Mississauga Chrysler**" from a dealership and service facility located at 2260 Battleford Road in Mississauga, Ontario (the "**Mississauga Chrysler Premises**"). Mississauga Chrysler is a Stellantis dealership that sells and services Chrysler, Dodge, Jeep and Ram vehicles.

24. The Mississauga Chrysler Premises are owned by 1001087905 Ontario Inc.

(b) Oakville Mitsubishi

25. 2717922 Ontario Inc. operates "**Oakville Mitsubishi**" from a dealership and service facility located at 1450 Speers Road in Oakville, Ontario (the "**Oakville Mitsubishi Premises**"). Oakville Mitsubishi sells and services Mitsubishi vehicles.

26. 2717922 Ontario Inc. also operates a leased or owned vehicle storage lot in connection with the Oakville Mitsubishi Premises.

27. The Oakville Mitsubishi Premises are owned by 12332248 Canada Inc.

(c) **Stratford Nissan**

28. 1000208180 Ontario Inc. operates "**Stratford Nissan**" from leased premises located at 2001 Ontario Street in Stratford, Ontario (the "**Stratford Nissan Premises**"). Stratford Nissan sells and services Nissan vehicles.

29. 1000454978 Ontario Inc. is a company that owns the shares of 1000208180 Ontario Inc. which operates Stratford Nissan.

(d) **Stratford Kia**

30. 13498140 Canada Inc. operates "**Stratford Kia**" from a dealership and service facility located at 863 Erie Street in Stratford, Ontario (the "**Stratford Kia Premises**"). Stratford Kia sells and services Kia vehicles.

31. The Stratford Kia Premises are owned by 13517683 Canada Inc., which is a holding company that is wholly-owned by Boban through Larry Hudson Family Holding Inc.

2. Used-Vehicle Dealerships

32. Trinity Car Sales Inc. operates the Trinity Group's two (2) used-vehicle dealerships under the names:

(a) "Mississauga Used Car Superstore" from leased premises located at 225 Dundas Street East in Mississauga, Ontario; and

(b) "London Used Car Superstore" from leased premises located at 746 Wharncliffe Road South in London, Ontario, (collectively, the "**Used-Vehicle Dealerships**", and together with the OEM Dealerships, the "**Dealerships**" and each a "**Dealership**").

33. Trinity Car Sales Inc.'s corporate profile also identifies "Oakville Used Car Superstore" as a registered business name.

34. Each Dealership generally maintains its own general manager (**"GM"**) and/or general sales manager (**"GSM"**), sales team, finance and insurance personnel, service and parts functions and local accounting resources. Day-to-day staffing, pricing and sales decisions are generally made by the applicable general manager and local management team. Material discounts, significant vehicle purchases and other material exceptions may be escalated to Boban for approval.

35. As previously discussed, the Dealerships are supported by a shared management team that includes Boban, as founder and chief executive officer, Susan Smith, as chief financial officer (**"CFO"**), Perveen Devaiah, as head of operations, and Grishma Kuriakose, as inventory controller. The shared management team provides financial oversight, operational administration, licensing and insurance support and inventory monitoring across the Trinity Group.

3. Bristol Vehicle-Sale Arrangements

36. Certain of the Dealerships also sell vehicles to Bristol Car and Truck Rental ("**Bristol**"), an unrelated daily vehicle-rental business. Certain of those sales are governed by agreements containing buy-back provisions under which the applicable selling Dealership may be required to repurchase the vehicle at a future date and on specified terms.

4. Ancillary Operations

37. The Trinity Auto Group also conducts several complementary automotive businesses, including a service centre, collision centres, a rental operation and a towing operation (collectively, the "**Ancillary Operations**"). The Ancillary Operations support each other's operations and the Dealerships through an integrated referral network and provide additional sources of cash flow for the Trinity Auto Group.

(a) Trinity Auto Inc.

38. Trinity Auto Inc. carries on business under the registered business name "Brampton Auto Service". It operated an automotive service centre from leased premises located at 214 Rutherford Road South in Brampton, Ontario. This location was shutdown by the Debtors at the end of July 2026, and its operations were moved to Trinity Auto Group's primary collision center.

39. Trinity Auto Inc. is also the operating company for the Trinity Group's towing operation conducted from leased premises located at 38 Hansen Road South in Brampton, Ontario (**"38 Hansen"**). The towing operation has arrangements with municipalities and regional police services and may refer repairable vehicles to the Trinity Auto Group's collision-repair operations and customers requiring replacement vehicles to the Dealerships or the vehicle-rental business.

(b) Downtown Auto Centre Ltd.

40. Downtown Auto Centre Ltd., formerly named 2659175 Ontario Inc., carries on business under the registered business names "Downtown Auto Centres" and "North Star Collision". It operates a collision-repair centre from 38 Hansen. This is now the Trinity Auto Group's primary and only collision and repair centre (other than the OEM Dealerships).

41. A property located at 126 Nelson Street West (**“126 Nelson”**) which was previously used by these operations and owned by 1986096 Ontario Inc., is in the process on being re-zoned for future development.

(c) **Trinity Car and Truck Rental Inc.**

42. Trinity Car and Truck Rental Inc. carries on a vehicle-rental business under the registered business name “Metrofleet Car & Truck Rentals” from leased premises located at 38 Hansen. The rental operation primarily supports the Trinity Auto Group’s collision-repair centres and Dealerships by providing rental and replacement vehicles to customers referred by those businesses.

43. Vehicles used in the rental fleet are principally obtained through arrangements with Leggat National Leasing (“**Leggat**”). The vehicles are sourced approximately equally from the Dealerships and from Toyota dealerships, sold to Leggat and leased back for use in the rental business. Continued access to the leased fleet is important to the rental business and to the collision-repair and dealership operations that rely on it to provide replacement vehicles to customers.

44. The Ancillary Operations are commercially interconnected. For example, towing assignments may generate collision-repair work, collision-repair work may create demand for replacement rental vehicles, non-repairable vehicles may generate replacement-vehicle opportunities for the Dealerships, and the service centre provides services to customers and to vehicles associated with the Dealerships and the other Ancillary Operations.

5. Property-Owning and Holding Companies

45. The Trinity Group also includes property-owning and holding companies. Specifically:

(a) 13517683 Canada Inc. owns the Stratford Kia Premises;

(b) 12332248 Canada Inc. owns the Oakville Mitsubishi Premises;

(c) 1986096 Ontario Inc. owns the real property at 126 Nelson Street West;

(d) 1001087905 Ontario Inc. owns the Mississauga Chrysler Premises; and

(e) 1000493417 Ontario Inc. owns the Commercial Plaza located at 222 Advance Boulevard in Brampton, Ontario.

46. The Commercial Plaza is a multi-tenant commercial property that is separate from the Dealerships and the Ancillary Operations. I understand that the Commercial Plaza is fully tenanted and that the rental income generated by the Commercial Plaza has historically been used to service the BMO debt associated with that property.

B. Corporate Structure

47. The Debtors are closely held private corporations each as incorporated under the laws of Ontario or Canada, as applicable. The date of incorporation, head office, directors [and officers], and principal function of each Debtor are summarized below based on the current corporate profile reports and other available information.

Entity	Incorporation / Head Office	Directors	Principal Function
13498140 Canada Inc.	Canada; Nov. 9, 2021 126 Nelson St. W., Brampton	Directors: Boban and Godshi Boban	Operates Stratford Kia at 863 Erie St., Stratford.

Entity	Incorporation / Head Office	Directors	Principal Function
2717922 Ontario Inc.	Ontario; Sept. 23, 2019 34 Pineway Pl., Brampton	Directors: Boban and Godshi Boban	Operates Oakville Mitsubishi at 1450 Speers Rd., Oakville.
1000208180 Ontario Inc.	Ontario; May 18, 2022 2001 Ontario St., Stratford	Director: Boban	Operates Stratford Nissan from leased premises at 2001 Ontario St., Stratford.
Trinity Car Sales Inc.	Ontario; Sept. 30, 2016 34 Pineway Pl., Brampton	Directors: Boban and Godshi Boban	Operates Mississauga and London Used Car Superstores. Registered names also include Oakville Used Car Superstore.
1000841404 Ontario Inc.	Ontario; Mar. 23, 2024 863 Erie St., Stratford	Director: Boban	Operates Mississauga Chrysler / GTA Chrysler Dodge Jeep Ram at 2260 Battleford Rd., Mississauga.
13517683 Canada Inc.	Canada; Nov. 16, 2021 126 Nelson St. W., Brampton	Directors: Boban and Godshi Boban	Owns the Stratford Kia Premises at 863 Erie St., Stratford.
12332248 Canada Inc.	Canada; Sept. 10, 2020 1450 Speers Rd., Oakville	Directors: Boban and Godshi Boban	Owns the Oakville Mitsubishi Premises at 1450 Speers Rd., Oakville.
1000454978 Ontario Inc.	Ontario; Feb. 23, 2023 34 Pineway Pl., Brampton	Director: Boban	Holding company associated with Stratford Nissan.
1986096 Ontario Inc.	Ontario; Dec. 1, 2017 126 Nelson St., Brampton	Directors: Boban and Godshi Boban	Owns 126 Nelson St. W., used by a collision-repair operation.
1001087905 Ontario Inc.	Ontario; Dec. 11, 2024 2260 Battleford Rd., Mississauga	Director: Boban	Owns the Mississauga Chrysler Premises.
Downtown Auto Centre Ltd.	Ontario; Oct. 9, 2018 34 Pineway Pl., Brampton	Director: Boban	Collision-repair operator; prior name 2659175 Ontario Inc.; registered names Downtown Auto Centres and North Star Collision.
Trinity Car and Truck Rental Inc.	Ontario; Sept. 11, 2018 34 Pineway Pl., Brampton	Director: Boban	Vehicle-rental operator; registered name Metrofleet Car & Truck Rentals.
Trinity Auto Inc.	Ontario; July 11, 2013 34 Pineway Pl., Brampton	Director: Boban	Automotive service and towing operations; registered name Brampton Auto Service.
Larry Hudson Family Holdings Inc.	Ontario; July 17, 2014 34 Pineway Pl., Brampton	Director: Boban	Holding company.
1000493417 Ontario Inc.	Ontario; Mar. 31, 2023 126 Nelson St. W., Brampton	Director: Boban	Owns the Commercial Plaza at 222 Advance Blvd., Brampton.

48. Copies of the corporate profile reports for the Debtors generated on June 16, 2026 and June 17, 2026 are attached hereto and collectively marked as **Exhibit "A"**.

49. Based on the corporate profile reports, Boban is listed as a director of each Debtor. Godshi Boban is also listed as a director of 13498140 Canada Inc., 2717922 Ontario Inc., Trinity Car Sales Inc., 13517683 Canada Inc., 12332248 Canada Inc. and 1986096 Ontario Inc.

50. Boban has been the principal representative with whom BMO has dealt. To the best of my knowledge, Boban has exercised primary responsibility for the overall management and strategic direction of the Trinity Group.

C. Employees of Trinity Group

51. I am advised by Goldhar and believe it to be true that the Debtors employ approximately 144 employees across the Dealerships and Ancillary Operations. In addition, approximately 18 independent contractors provide services in connection with the Trinity Group's towing operations. None of the employees or independent contractors is unionized.

52. The Trinity Group manages its own payroll in-house and pays its employees on a bi-weekly basis. I am advised by Goldar that the Trinity Auto Group is current on payroll, however has approximately $305k of outstanding source deductions.

D. Consumer Financing Arrangements

53. A significant proportion of vehicle purchases from the Dealerships are completed with retail financing provided by third-party banks and other automotive finance companies. In the ordinary course, the Dealerships submit customer credit applications and supporting information electronically through financing platforms or portals maintained by those financing partners, such as DealerTrak. If a customer's application is approved, the applicable financing partner funds the financed portion of the purchase price to the relevant Dealership, subject to the terms of its agreement with that Dealership.

54. Continued access to these financing platforms is important to the operation of the Dealerships. Many retail customers require financing to complete a vehicle purchase. A Dealership

that loses access to one or more significant financing partners may have fewer financing options to offer its customers, may be unable to complete otherwise viable transactions and may experience a material reduction in vehicle sales and related revenues.

55. The Debtors' arrangements with certain retail financing partners may require the applicable Dealership to repay or indemnify the financing partner in specified circumstances. Amounts claimed by financing partners are commonly referred to as "chargebacks." Non-payment of outstanding chargebacks may result in the suspension, restriction or termination of portal access, the withholding or set-off of amounts otherwise payable to the Debtors, or the refusal to fund additional retail transactions. The loss of material financing relationships during these CCAA proceedings could impair the Dealerships' ability to sell vehicles in the ordinary course and/or reduce their going-concern and franchise value.

IV. FINANCIAL CIRCUMSTANCES AND CASH FLOW FORECAST

A. Indebtedness to BMO

56. The Trinity Auto Group's banking relationship with BMO began in 2020, when BMO provided financing in connection with the Trinity Auto Group's acquisition of its first used-vehicle dealership in Oakville, Ontario. As the Trinity Auto Group expanded, BMO provided additional credit facilities to finance its business operations, vehicle inventory and acquisitions of automotive businesses, goodwill and commercial real estate.

57. The credit facilities provided by BMO to the Trinity Auto Group were most recently amended and restated pursuant to a credit agreement dated August 29, 2025, among BMO, certain

of the Debtors as borrowers and certain other Debtors as guarantors (the “**Credit Agreement**”). A copy of the Credit Agreement is attached hereto as **Exhibit** “**B**”.

58. The Credit Agreement provides for operating, new and used vehicle floorplan, leasing, corporate credit-card, goodwill and real estate facilities having aggregate authorized borrowing limits of approximately $80.9 million. The revolving facilities include a $35 million new-vehicle floorplan facility and a $14 million used-vehicle floorplan facility (which used-vehicle floorplan facility was reduced to $11.5 million after the amount of the SIV balances were confirmed).

59. Under a separate Offer to Finance dated August 16, 2023 (the “**Advance Boulevard Financing**”), BMO advanced a $4,400,000 term loan to 1000493417 Ontario Inc. to finance its purchase of the Commercial Plaza. A copy of the Offer to Finance is attached hereto as **Exhibit** “**C**”.

60. Under the Credit Agreement, the Debtors (other than 1000493417 Ontario Inc.) are jointly and severally liable. As at July 24, 2026, the borrowers under the Credit Agreement were jointly and severally indebted to BMO in the amount of $81,014,188.79 for principal and accrued interest. As at the same date, 1000493417 Ontario Inc. was indebted to BMO in the further amount of $4,217,678.04 under the Advance Boulevard Financing. Accordingly, the aggregate principal and accrued interest owing to BMO under the two financing arrangements was $85,231,866.83, excluding further interest and BMO’s legal and advisory fees, costs and expenses (the “**Indebtedness**”).

B. Security Held by BMO

61. The Indebtedness is secured by a comprehensive package of security on all properties and assets of the Trinity Auto Group, including general security agreements, mortgages, assignments of rents, cross-default and cross-collateralization agreements, which are more particularly described in **Schedule "A"** hereto.

C. Other Secured Creditors

1. The Toronto-Dominion Bank

62. I am advised by BMO's legal counsel, Chaitons LLP, that The Toronto-Dominion Bank ("**TD Bank**") registered mortgages against certain of the properties owned by the Debtors and PPSA financing statements against each of the Debtors. BMO understands that those registrations were made in anticipation of a proposed refinancing that did not proceed. To my knowledge, TD Bank has not made any loan to, and is not owed any money by, any of the Debtors.

2. Other PPSA Registrants

63. In addition to the registrations by BMO and TD Bank, PPSA searches against each of the Debtors disclose registrations against certain Debtors in favour of Hyundai Capital Canada Inc., the Bank of Nova Scotia, Nissan Canada Inc., and Legget National Leasing in respect of specific assets financed by such parties.

3. Other Registrations on Title to the Properties

64. The following is a non-exhaustive list of additional registrations that appear on title to certain of the properties owned by the Debtors, in addition to the charges/mortgages, and general assignments of rent in favour of BMO and TD Bank:

(a) Charge/Mortgage over the Advance Boulevard Property in the principal amount of $2,500,000 registered on April 27, 2026 as Instrument No. PR4586290, and a related notice of assignment of rents registered as Instrument No. PR4586292 in favour of Amandeep Kaur and Jujninder Kaur Devgan; and

(b) Application to Annex Restrictive Covenants over the Stratford Property in favour of the Corporation of the City of Stratford registered on June 30, 2009 as Instrument No. PC72425.

D. CRA Requirement to Pay

65. On July 29, 2026, CRA served BMO with a requirement to pay pursuant to subsections 224(1), (1.1) and/or (3) of the *Income Tax Act* in respect of 2717922 Ontario Inc., which operates Oakville Mitsubishi. The CRA Requirement to Pay asserts that 2717922 Ontario Inc. owes CRA $213,981.96 in outstanding corporate income taxes and requires BMO to remit to CRA amounts that BMO would otherwise pay or advance to 2717922 Ontario Inc., up to that amount (the "**Requirement to Pay**"). As a result of the Requirement to Pay, the bank account in respect of 2717922 Ontario Inc. has been frozen by BMO. A copy of the Requirement to Pay is attached hereto as **Exhibit "D"**.

E. Financial Statements

66. The annual financial reporting required under the Credit Agreement for the 2025 fiscal year was not delivered when due. Copies of the most recent draft unaudited financial statements (the "**Financial Statements**") for the Debtors are attached hereto as **Exhibit "E"**. We understand that the Debtors' auditors are in the process of working on preparing draft financial statements for the other Debtors. Copies of the Financial Statements can be provided to the Court once received by BMO.

F. Cash Flow Forecast

67. Goldhar, with the assistance of management, has prepared a 13-week cash flow forecast for the period August 7, 2026 to October 30, 2026 (the "**Cash Flow Forecast**"), that is premised on, among other things, the assumption that the Trinity Auto Group will be granted CCAA protection and the Interim Facility will be approved.

68. I believe that the Cash Flow Forecast is a reasonable forecast of the Trinity Auto Group's anticipated cash flow requirements. A copy of the Cash Flow Forecast will be attached to Goldhar's pre-filing report to be filed with the Court.

V. FINANCIAL DIFFICULTIES OF THE TRINITY GROUP

A. Background to the Trinity Group's Financial Difficulties

69. The information in this section is based on my direct involvement with the Trinity Group's credit relationship, my review of BMO's files and business records, discussions with management of the Trinity Auto Group, including Boban, Steinberg, and Goldhar.

70. The Trinity Auto Group's present financial difficulties developed after a period of rapid expansion described previously in this Affidavit. This expansion materially increased the size and complexity of the Trinity Group, together with its working-capital, floorplan and fixed debt-service requirements.

71. The acquisition of Mississauga Chrysler in 2024, followed by the acquisition of the related real estate in 2025, added significant goodwill, mortgage and floorplan obligations. The Trinity Auto Group also acquired significant aged inventory with this purchase. The combination of slower inventory turnover, floorplan interest, curtailment payments, inventory losses and fixed debt service placed sustained pressure on liquidity. The Trinity Auto Group also held a material amount of self-funded vehicle inventory, which tied up cash that might otherwise have been available to support operations or reduce floorplan exposure.

72. In early 2026, BMO had developed material concerns regarding the Trinity Auto Group's liquidity, floorplan position, inventory controls and financial reporting. Those concerns caused BMO to require an independent review of the Trinity Auto Group's vehicle inventory and near-term liquidity position and to consider whether a formal restructuring process would be necessary. This review process was delayed due to a potential refinancing with TD Bank, which Boban had advised would be capable of closing in the near term. By April 2026, it was disclosed that the TD Bank refinancing was no longer available, and BMO required the review process to begin immediately.

B. Inventory Reviews and Escalating Floorplan Concerns

73. The Trinity Auto Group retained SAC as a financial advisor effective May 15, 2026, to assist with an initial review of Trinity Auto Group, which included:

(a) reviewing Trinity Auto Group's financed assets, including new and used vehicle inventory;

(b) assessing Trinity Auto Group's real property portfolio together with existing appraisals and valuations;

(c) performing physical inventory counts and inventory reconciliation procedures where required;

(d) analyzing inventory, floorplan, curtailments, vehicle aging, deferred units, and self-funded inventory;

(e) reviewing the results of vehicle audits to identify potential issues, risks, and opportunities for further investigation; and

(f) assisting the Trinity Auto Group in its ongoing communications with BMO.

74. On June 1, 2026, BMO requested that the Trinity Auto Group, with SAC's assistance, conduct: (a) a vehicle-identification-number analysis of floorplan activity from April 2025 through April 2026 and identify potential re-aging, re-chatteling, or other floorplan movements which may require further review; and (b) a full floor-to-book inventory count at Mississauga Chrysler.

75. Trinity Auto Group and SAC conducted on-site fieldwork at Mississauga Chrysler on June 17, 2026. Trinity Auto Group and SAC identified 46 SIVs with aggregate floorplan financing of approximately $3.17 million and one stolen vehicle with floorplan financing of approximately $35,700. This on-site fieldwork of one dealership (Mississauga Chrysler) resulted in a total

aggregate exposure of approximately $3.20 million requiring repayment to BMO. SAC also identified 77 previous instances of re-chatteling (e.g. where a vehicle financed under one Dealership was paid off and subsequently financed under a different Dealership) and 18 instances of re-aging (e.g. where a vehicle was paid off and subsequently put on the floorplan under the same Dealership) during the review period. Although only a limited number of those re-chatteling and re-aging transactions remained financed by BMO as at June 17, 2026, further supporting-document review was required and the findings reinforced BMO's concerns regarding the adequacy of the Trinity Auto Group's inventory controls.

76. On June 22, 2026, BMO retained Goldhar as its financial advisor to assess the Trinity Auto Group's financial position and operations, including its liquidity, floorplan and inventory position and available restructuring alternatives. Goldhar thereafter reviewed financial and operational information, engaged with management and SAC, and participated in the further inventory-reconciliation process.

77. At a meeting held on June 29, 2026, BMO and its advisors, advised management that the Mississauga Chrysler findings were serious and required immediate action. Management acknowledged the approximately $3.20 million exposure identified at Mississauga Chrysler. BMO advised management that it required, among other things, (a) an immediate and actionable liquidity plan to address that exposure; (b) full floor-to-book inventory counts across all of the Trinity Auto Group's dealership locations; and (c) a comprehensive remediation plan addressing the broader SIV exposure, inventory levels and liquidity constraints. No liquidity or remediation plans were ever provided by management.

78. On July 6, 2026, BMO wrote to Boban, with the Trinity Auto Group's advisors and counsel copied, recording BMO's understanding that the funds required to cure the approximately $3.20 million Mississauga Chrysler exposure were not immediately available. BMO required a detailed remediation plan by mid-July addressing, at a minimum, the total SIV exposure, proposed equity contributions or asset monetization initiatives, additional collateral or third-party support, and the actions management proposed to restore compliance.

79. On July 7, 2026, BMO advised Boban and the other recipients that the new-vehicle flooring facility was approaching an excess of approximately $11 million above its authorized $35 million limit and that more than $1 million of additional new vehicle funding requests were awaiting processing. In the absence of a remediation plan, BMO advised that it would not continue increasing its exposure beyond approved credit limits and would remove pending flooring advances that would further increase BMO's exposure.

80. On July 8, 2026, Boban responded on behalf of the Trinity Auto Group. Boban confirmed that the approximately $3.20 million required to address the identified Mississauga Chrysler SIV exposure was not immediately available. He also acknowledged the approximately $11 million excess position on the new-vehicle flooring facility and the pending new vehicle funding requests. Management advised that it was exploring the monetization of self-funded inventory, other liquidity initiatives and possible dealership divestitures, and intended to contact sales agents to examine dealership sale options.

C. Final Inventory Reconciliation and Continuing Exposure

81. Full inventory counts were conducted, led by Goldhar, across the Dealerships on July 2, 2026 and July 3, 2026. The resulting reconciliation identified 264 SIV vehicles with aggregate

outstanding floorplan advances of approximately $13.04 million. It also identified 135 self-funded vehicles with an estimated aggregate value of approximately $2.88 million. The results demonstrated to BMO that the SIV issue was material and was not confined to Mississauga Chrysler.

82. At a previously held meeting with BMO, management had been instructed that proceeds from the sale of each floorplan-financed vehicle were to be applied to the corresponding floorplan advance, rather than used to repay older SIV balances, and that no additional SIVs were to occur. The reconciliation nevertheless identified a further 22 sold and delivered vehicles, representing approximately $938,835 of floorplan exposure, for which sale proceeds had been received but the repayment deadline had not yet arrived, and four additional sold and delivered vehicles, representing approximately $192,428 of floorplan exposure, for which the sale proceeds had not yet been received.

83. On July 17, 2026, Goldhar provided an update to BMO and management. Goldhar advised that the Trinity Auto Group had reduced aggregate financed vehicle inventory by approximately $4 million from July 7 levels, in part through the cancellation of certain inbound OEM units and restrictions on used-vehicle chatteling. Notwithstanding those reductions, the new-vehicle floorplan balance remained approximately $43.47 million, or approximately $8.47 million above its authorized $35 million limit. Goldhar further advised that inventory remained excessive at Mississauga Chrysler, high at Stratford Nissan and high at the Mississauga Used Car Superstore.

D. Defaults, Credit Concerns and the Absence of a Funded Stabilization Plan

84. By late July 2026, BMO had identified the following material breaches and credit concerns:

(a) *SIV and floorplan repayment breaches*. Under the Credit Agreement, an advance in respect of a new or used vehicle must be repaid when the vehicle is sold and, in any event, within the lesser of ten (10) business days after delivery of the vehicle to the purchaser or five (5) business days after receipt of payment from the purchaser. Approximately $13.04 million of advances in respect of sold and delivered vehicles financed by BMO had not been repaid by the applicable deadlines.

(b) *Financial-reporting breaches*. The Credit Agreement requires monthly dealership reporting within 25 days after month-end and annual financial statements and related reporting within 180 days after fiscal year-end. The required 2025 annual reporting had not been delivered within the applicable deadline, and monthly reporting was incomplete and delivered too infrequently to permit BMO to calculate and monitor the applicable financial ratios.

(c) *Material excess exposure*. Whereas the authorized new-vehicle floorplan limit was $35 million, subject to BMO's discretionary availability, the new-vehicle floorplan balance was approximately $43.47 million.

(d) *Advance Boulevard encumbrance.* A subordinate charge was registered against the Advance Boulevard Property without BMO's knowledge or consent, contrary to the financing and mortgage documents applicable to 1000493417 Ontario Inc.

85. The applicable facilities were payable on demand to the extent set out in the Credit Agreement. In addition, the repayment and reporting breaches constituted defaults under the

applicable General Security Agreements, and the unauthorized subordinate charge constituted a default under the separate Advance Boulevard Financing and mortgage documents.

86. In these circumstances, BMO has lost confidence that management can stabilize the Businesses and implement the necessary restructuring without independent Court supervision and meaningful operational controls. Management's knowledge of the Businesses remains important, but BMO believes that cash management, vehicle inventory, sale proceeds, material operational decisions and the proposed sale process must be subject to the direction and control of an independent Monitor with enhanced powers.

E. Preliminary Sale Efforts and the Need to Preserve Going-Concern Value

87. BMO is aware of preliminary transaction activity involving Stratford Nissan and Stratford Kia and the Commercial Plaza. BMO believes that such preliminary proposals may be considered within a Court-supervised sale process.

88. The Debtors' assets include operating dealership businesses, OEM franchise and goodwill value, vehicle inventory, self-funded vehicles, commercial real estate and ancillary automotive operations. An abrupt and uncoordinated cessation of Dealership operations would risk impairing OEM relationships, employee and customer relationships and the value attributable to the Dealership businesses. A coordinated CCAA process provides a better opportunity to preserve those values while testing the market through an orderly sale process.

89. BMO's advisors have advised BMO that summer and early fall are among the stronger seasonal periods for automotive dealerships and provide a better opportunity to monetize inventory and advance strategic transactions. Entering the traditional slower period beginning in late

November or December without substantially advancing inventory reductions and a sale process would likely increase carrying costs, extend the restructuring timeline and increase execution risk. Further delay will also increase BMO's exposure.

F. Reservation of Rights, Demands and Section 244 Notices

90. By letter dated July 20, 2026, and delivered on July 21, 2026, BMO delivered a reservation-of-rights letter to the Borrowers and Guarantors under the Credit Agreement (the "**Reservation of Rights Letter**"). The letter identified that, as at July 16, 2026, approximately $13,042,175 of advances in respect of new and used vehicles had not been repaid by the applicable repayment deadlines and reserved all of BMO's rights and remedies in respect of that SIV default and all other defaults. A copy of the Reservation of Rights Letter is attached hereto as **Exhibit "F"**.

91. On July 27, 2026, BMO, through counsel, delivered demands for payment to the borrowers and guarantors under the Credit Agreement (collectively, the "**Credit Agreement Demands**"). The demand delivered to the Borrowers identified aggregate principal and interest (excluding fees and legal and advisory costs) of $81,014,188.79 as at July 24, 2026. BMO also delivered a separate demand to 1000493417 Ontario Inc. and its guarantors in respect of the Advance Boulevard Financing (the "**Advance Boulevard Demand**"). The Advance Boulevard Demand identified principal and accrued interest (excluding fees, legal and advisory costs) of $4,217,678.04 as at July 24, 2026.

92. BMO also delivered notices of intention to enforce security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* to the applicable corporate Debtors (collectively, the "**NITES**"). The aggregate principal and accrued interest owing under the Credit Agreement and the separate Advance Boulevard Financing was therefore $85,231,866.83 as at July 24, 2026,

excluding further interest and BMO's legal and professional fees, costs and expenses. The indebtedness has not been repaid.

93. Copies of the Credit Agreement Demands, the Advance Boulevard Demand and the NITES are collectively attached hereto as **Exhibit "G"**.

VI. CCAA PROCEEDINGS AND RELIEF SOUGHT

A. Need for CCAA Proceedings and Eligibility

94. As set out above, the Debtors have no availability under their existing credit facilities. In addition, the account of Oakville Mitsubishi has been frozen as a result of CRA issuing the Requirement to Pay. The Trinity Auto Group's liquidity shortfall has resulted in substantial SIV exposure and material excesses under the floorplan facilities. BMO has restricted further advances that would increase its exposure and is not prepared to provide additional funding to maintain the Debtors' existing operating model outside a formal, Court-supervised restructuring process. Subject to the granting of the Initial Order, BMO is prepared to provide the Interim Facility to fund the Debtors' continued operations during these proceedings.

95. For the reasons previously discussed, BMO has lost confidence in management's ability to stabilize the Debtors' Businesses and implement the required restructuring without independent Court supervision and meaningful operational controls. Absent such controls, there is a material risk of further deterioration in liquidity, additional SIV exposure and impairment of the Debtors' inventory and going-concern value, as well as an increased exposure to BMO.

96. The Debtors have debt in excess of $5 million, are insolvent, and are in a liquidity crisis. BMO has demanded repayment of the indebtedness owing to it by the Debtors, which is in excess of $85 million, and the Debtors are unable to repay the Indebtedness.

97. Based on the Cash Flow Forecast, the Debtors do not have sufficient liquidity to continue operating in the ordinary course and satisfy their obligations as they become due without interim financing and the protections afforded by the CCAA.

98. Immediate Court protection is required to avoid an uncontrolled cessation of operations, protect the Debtors' vehicle inventory and sale proceeds, maintain employment and preserve relationships with OEMs, customers, suppliers, retail financing partners and other stakeholders. The supervision of the Court and a Monitor with enhanced powers is also necessary to impose appropriate controls over cash, inventory and material operational decisions and to expeditiously develop and implement a coordinated sale process.

99. The CCAA proceedings will permit the Debtors' Businesses to continue operating within their existing corporate, contractual and regulatory framework while management's institutional knowledge is retained and the restructuring, cash management and sale process are directed by the Monitor under the supervision of the Court.

100. BMO believes, based on discussions with its advisors, that an immediate receivership and liquidation would likely cause greater operational disruption and increase the risk that OEM relationships, employee and customer relationships, retail financing arrangements and dealership goodwill would be impaired. BMO, based on discussions with its advisors, has concluded that a receivership would present materially greater risks to enterprise and OEM franchise value than a Court-supervised CCAA process.

B. Appointment of Monitor

101. BMO proposes that Goldhar be appointed Monitor in these CCAA proceedings. Goldhar has consented to act as Monitor, subject to Court approval, and its written Consent to Act as Monitor is attached as **Exhibit "H"**.

102. Goldhar is a licensed trustee within the meaning of Section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, and is not subject to any of the restrictions on who may be appointed as monitor as set out in section 11.7(2) of the CCAA.

103. In addition, Goldhar was retained by BMO as a financial advisor in connection with the Debtors' financial difficulties and dealings with BMO. Goldhar has completed comprehensive assessments of inventory and other aspects of the businesses and is familiar with the operations of the Debtors. As a result, Goldhar has developed critical knowledge about the Debtors, their business operations and financial challenges that will be essential to the success of any CCAA proceedings.

104. I am advised that the Proposed Monitor is supportive of the relief sought herein, and that the Proposed Monitor will be filing a pre-filing report in respect of such relief.

C. Expanded Powers of the Monitor

105. The proposed Initial Order provides that the Monitor, in addition to and without in any way limiting its prescribed rights pursuant to the CCAA, is authorized and empowered, but not required, to exercise the powers set out in the Initial Order, 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) manage, operate and carry on the Businesses, including but not limited to reducing inventory levels;

(c) 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;

(d) 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;

(e) 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;

(f) 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;

(g) 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; and

(h) 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.

106. With respect to the London Used Car Superstore, it is my understanding that the Trinity Auto Group intended to shut down and liquidate this Business as it is not viable. The only parties with PPSA registrations against Trinity Car Sales Inc. (which operates the London Used Car Superstore) are BMO and TD Bank. The Monitor's intentions with respect to the London Used Car Superstore will be set out in the Monitor's pre-filing report.

107. BMO is of the view that these powers will ensure that there are necessary protections in place throughout the CCAA proceedings and to ensure that appropriate steps are taken to progress towards successful sales and cost-effective realizations of the Debtors' assets.

D. Administration Charge

108. It is contemplated under the form of Initial Order being sought that the Monitor, along with its counsel, and counsel to the Debtors will be granted a Court-ordered charge in the amount of $350,000 (the "**Administration Charge**") during the Stay Period, as security for their fees and disbursements incurred at their standard rates and charges, whether incurred before or after the date of the Initial Order.

109. The Administration Charge is proposed to rank ahead of and have priority over all of the other Charges.

110. I believe that the amount of the proposed Administration Charge is the amount reasonably necessary for the Stay Period to ensure the continued participation of the proposed beneficiaries of the Administration Charge, whose expertise, knowledge and assistance will be critical to the success of these CCAA proceedings.

111. In preparation of the Cash Flow Forecast, BMO, in consultation with the Proposed Monitor, considered the professional fees forecasted to be incurred on a weekly basis during the cash flow period. Until the week of the Comeback Hearing, BMO is forecast to incur significant professional fees (including retainers) in connection with the CCAA Proceedings, such as preparing for the Comeback Hearing and communicating with stakeholders following the initial filing, and complying with statutory notices, mailings and communications. Additionally, the Monitor forecasts professional fees for the Monitor, Monitor's counsel and Debtors' counsel will be necessary to prepare for the Initial Order and Comeback Hearing and to stabilize the Debtors' operations during the initial 10-day period.

112. Accordingly, I believe the quantum of the Administration Charge is reasonably necessary at this time to secure the professional fees for the applicable period.

113. All of the beneficiaries of the Administration Charge have contributed, and will continue to contribute, to these CCAA Proceedings. Each of the beneficiaries of the Administration Charge will have a distinct role.

114. BMO, in consultation with the Monitor, and their respective advisors, will seek an increase to the Administration Charge at the Comeback Hearing.

115. The Monitor is supportive of the Administration Charge.

E. Interim Facility and Interim Financing Charge

116. Subject to Court approval, execution of the Interim Term Sheet and satisfaction or waiver of the conditions therein, BMO is prepared to provide a super-priority, non-revolving demand credit facility to the Borrowers in a maximum principal amount of $3.5 million (the "**Interim Facility**"). Goldhar, following its appointment as Monitor, shall be authorized to execute the Interim Term Sheet for and on behalf of the Debtors. I believe that the terms of the Interim Term Sheet are commercially reasonable and competitive. A copy of Interim Term Sheet is attached hereto as **Exhibit "I"**.

117. The material terms of the Interim Term Sheet are as follows:

(a) <u>Borrowers</u>: The entities identified as borrowers in the Interim Term Sheet are jointly and severally liable for all obligations arising under the Interim Facility;

(b) <u>Maximum Amount</u>: The Interim Facility has a maximum principal amount of $3.5 million. Prior to the Comeback Hearing, the borrowers may obtain advances of up to $500,00 in the aggregate (the "**Maximum Initial Amount**"). Availability above the Maximum Initial Amount is conditional upon, among other things, the granting of the ARIO and approval of the sale process;

(c) Advances: The Interim Facility may be advanced in multiple draws in accordance with the Cash Flow Forecast. All advances are to be deposited into a bank account of the borrowers controlled by the Monitor and remain subject to the satisfaction or waiver of the applicable funding conditions set out in the Interim Term Sheet;

(d) Purpose of Interim Facility: Advances may be used to fund the borrowers' working-capital requirements, the Interim Lender's expenses, the professional fees and expenses of BMO's counsel, the Monitor and its counsel and any sale agent engaged in connection with these CCAA proceedings and the sale process, in each case in accordance with the Cash Flow Forecast, and such other costs as may be approved in writing by the Interim Lender and the Monitor. The borrowers are prohibited from using proceeds to pay pre-filing obligations except in accordance with the Cash Flow Forecast or the Interim Term Sheet, or with the prior written consent of the Interim Lender and the Monitor;

(e) Interest: Interest shall accrue on the Interim Facility at a rate equal to the Canadian Prime Rate then in effect at BMO plus 4.5% per annum, calculated daily on the outstanding balance owing under the Interim Facility, not in advance, and accruing and paid on the first (1^{st}) day of each and every month;

(f) Facility Fee: A facility fee of Fifty Thousand ($50,000) Dollars shall be: (i) fully earned by the Interim Lender upon Court approval of the Interim Financing Term Sheet; (ii) secured by the Interim Financing Charge; and (iii) paid on the Maturity Date (as defined in the Interim Financing Term Sheet).

(g) Maturity: Obligations under the Interim Facility become due on the earliest of: (i) the occurrence of an Event of Default (as defined in the Interim Term Sheet); (ii) the lifting of the stay without the Interim Lender's consent or termination of these CCAA proceedings; (iii) completion of a transaction involving all or substantially all of the borrowers' Businesses and assets; and (iv) November 6, 2026, unless extended by the Interim Lender;

(h) Security: All obligations under the Interim Facility, including Interest and the Interim Lender's Expenses, will be secured by the Interim Financing Charge. The priority of the Interim Financing Charge will be as set out in the Initial Order and any ARIO, including its ranking behind the Administration Charge;

(i) Interim Financing Charge: The Interim Facility is to be secured by a Court-ordered priority charge, securing all obligations owing under the Interim Facility, including Interest and the Interim Lender's Expenses, subject only to the Administration Charge.

118. Under the Interim Term Sheet, advances above the Maximum Initial Amount following the Comeback Hearing are conditional upon: (a) the repayment of the applicable floorplan financing in respect of vehicles sold by the borrowers on or after the commencement of these proceedings; and (b) the repayment of the applicable floorplan financing in respect of vehicles sold before the commencement of these CCAA proceedings where the corresponding sale proceeds are received after the Initial Order is granted.

119. Advance under the Interim Facility will only be funded upon this Court approving the Interim Term Sheet, the Interim Facility, and granting the Initial Order including the Interim Financing Charge.

120. Based on, among other things, the Cash Flow Forecast, BMO believes that the Interim Facility is both reasonable and necessary for the Debtors to continue operations pending the Comeback Hearing. I understand that the proposed Monitor is of the view that the Maximum Initial Amount is reasonably necessary to maintain operations and the business pending the Comeback Hearing.

F. Directors' Charge

121. I am advised by Harvey Chaiton of Chaitons LLP, and believe that, in certain circumstances, directors and officers can be held liable for obligations of a company, including those owed to employees and government entities. Among other things, I understand that these obligations may include, among other things, unpaid accrued wages and unpaid accrued vacation pay.

122. The Debtors' Directors and Officers have indicated that their continued service and involvement in these CCAA Proceedings is conditional upon the granting of a priority charge in favour of the Directors and Officers in the amount of $250,000 (the "**Directors' Charge**").

123. Each of the remaining Directors and Officers has considerable experience with, and knowledge of, the Debtors' businesses. The Debtors require, and stakeholders will benefit from, the active involvement of their Directors and Officers during the CCAA Proceedings, to facilitate the continuation of business operations in the ordinary course. The Directors' Charge would serve

as security for the indemnification obligations and potential liabilities the Directors and Officers may face during the CCAA Proceedings.

124. I have reviewed the quantum of the Directors' Charge and believe the charge is fair and reasonable in the circumstances. I understand that the Proposed Monitor is also supportive of the Directors' Charge.

G. Priority of the Charges

125. BMO seeks the following priority charges over the Debtors' Property: (a) Administration Charge in the maximum amount of $350,000; (b) Interim Financing Charge in the maximum amount of $500,000 plus applicable Interest and Interim Lender's Expenses; and (c) Directors' Charge in the maximum amount of $250,000.

126. Each of the Administration Charge, Interim Financing Charge and the Directors' Charge will rank in priority to all other encumbrances in favour of any person other than any person that is not served with notice of the Initial Order.

127. The proposed Initial Order provides that the Charges, as among themselves, shall be in the following order:

(a) First – Administration Charge;

(b) Second – Interim Financing Charge; and

(c) Third – Directors' Charge.

128. I am advised by BMO's counsel, that all secured parties who may be affected by the Charges will be given notice of this application.

H. Stay Period

129. As part of the Initial Order, BMO is seeking a Stay Period until August 17, 2026, in respect of the Monitor, the Debtors and their Property to provide them with the breathing space required to stabilize operations for the benefit of all of the stakeholders of the Debtors. Among other things, the stay of proceedings is intended to prevent CRA from enforcing the Requirement to Pay during the Stay Period, subject to the terms of the Initial Order and applicable law.

130. The granting of the requested CCAA relief, including the Stay Period, will also allow the Monitor to work with the Debtors' employees to stabilize operation of the businesses and to preserve the asset base.

131. During the Stay Period, BMO intends to work with the Monitor to achieve an efficient transition of control over the business.

132. In addition to the Stay Period against the Debtors and their Property, the Applicant is seeking a Stay Period against the Directors and Officers to ensure that they are able to focus their efforts on the Debtors' orderly wind-down efforts and prevent creditors and others from seeking to do indirectly what they cannot do directly by asserting claims or other relief relating to the debts and obligations of the Debtors and against the Directors and Officers.

133. I understand that the Proposed Monitor believes that the Stay Period is appropriate in the circumstances.

I. Cash Management System

134. The Debtors' cash management system is centralized primarily through its operating accounts at BMO with certain accounts for the Ancillary Operations at TD. The Debtors use funds in those accounts to pay suppliers, operating expenses, payroll, taxes and other business obligations in the ordinary course.

135. Given the nature and scale of the Debtors' operations through its cash management system, the continued use of the existing cash management system is required and appropriate during these CCAA Proceedings. Continued use of the Debtors' existing cash management system will minimize disruption to their Businesses and avoid the need to negotiate and implement alternative banking arrangements at a time when the Debtors require stability.

136. I understand that the Proposed Monitor is supportive of this relief.

VII. RELIEF TO BE SOUGHT AT COMEBACK HEARING

137. If the Initial Order is granted, BMO proposes to return to this Court for a Comeback Hearing.

138. At the Comeback Hearing, BMO intends to seek the Court's approval of an Amended and Restated Initial Order. For the benefit of this Court and the Debtors' stakeholders, this section highlights certain relief that BMO intends to seek at the Comeback Hearing. BMO may seek additional relief if determined to be necessary or advisable.

A. Extension of the Stay Period

139. BMO intends to seek an extension of the Stay Period for a sufficient length of time to allow the Debtors to implement an orderly wind-down of their businesses and/or to implement and complete a sale process, without having to incur additional costs during that process to return to Court solely to seek a further extension of the Stay Period.

B. Increase to Certain Charges and Priority of Charges

140. BMO intends to seek an increase in the quantum of the Administration Charge and the Interim Financing Charge, and seek to elevate the priority of the Charges over all other encumbrances. In accordance with the CCAA, parties affected by this relief will be served with the Notice of Application in advance of the Comeback Hearing.

C. Key Employee Retention Plan

141. If the Initial Order is granted, BMO may, at the Comeback Hearing, seek approval of a KERP. During the first ten-day period, the Monitor will conduct an analysis of the shared management team and other employees to determine whether a KERP is necessary for the ongoing operations of the Businesses.

D. Sales Process and Wind-down

142. If the Initial Order is granted, BMO may, at the Comeback Hearing, seek approval for a formal sale process, and the engagement of a real-estate agent and sale agent. The Monitor may also recommend closing or winding down an operation if its risks and carrying costs outweigh the value preserved by continued operation.

VIII. CONCLUSION

143. In the circumstances, I believe that the CCAA proceedings are the best means of restructuring the Debtors' businesses and operations for the benefit of their stakeholders and the relief sought in the Initial Order is limited to what is reasonably necessary to stabilize the Debtors' businesses in the initial ten (10) day period.

144. For the reasons set out herein, the Applicants respectfully request this Court grant the Initial Order.

SWORN REMOTELY by Daniel To stated as being located in the Town of Whitchurch-Stouffville, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on August 5, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

MALEEHA ANWAR (92961B)
Commissioner for Taking Affidavits
(or as may be)

DANIEL TO

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

AFFIDAVIT OF DANIEL TO
(Sworn August 5, 2026)

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Lawyers for Bank of Montreal

THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF DANIEL TO SWORN BEFORE ME THIS 13TH DAY OF AUGUST, 2026

A Commissioner Etc.

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: **CL-26-00000342-0000** **DATE: AUGUST 07, 2026**

NO. ON LIST: 7

TITLE OF PROCEEDING: **BANK OF MONTREAL**

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.

BEFORE: **JUSTICE W.D. BLACK**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
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For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
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For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Heather Fisher Clifton Prophet	Counsel for the Proposed Monitor	heather.fisher@gowlingwlg.com clifton.prophet@gowlingwlg.com

ENDORSEMENT

Overview

[1] BMO (in this endorsement I will use this and other terms as defined in the parties' materials) seeks an Initial Order under the CCAA in respect of the Debtors (also referred to as the Trinity Auto Group).

[2] The Trinity Auto Group operates a multi-location automotive enterprise across the Greater Toronto Area and southwestern Ontario. BMO has been financing these operations by way of a number of operating, vehicle-floorplan, leasing, goodwill and real-estate credit facilities with aggregate authorized borrowing limits of approximately $80.9 million.

[3] It is not disputed that the Debtors are in default under these credit facilities. As at July 24, 2026, the aggregate principal and accrued interest owing to BMO was approximately $85.2 million. BMO has demanded repayment of all outstanding amounts and delivered Notices of Intention to Enforce Security pursuant to s. 244 of the BIA.

[4] For reasons discussed below, BMO has determined that independent court supervision is required, and seeks CCAA protection, as senior secured creditor, to stabilize the business and to implement the necessary restructuring, including meaningful controls over cash, vehicle inventory, sale proceeds and material operational decisions.

Relevant Aspects of Background

[5] The detailed facts underlying this application are set out in the affidavit of Daniel To sworn August 5, 2026, and in the Pre-Filing Report of the Proposed Monitor dated August 6, 2026. Without retracing the detailed ground covered in those materials, I will highlight aspects of the Debtors' and their business, the circumstances leading to BMO bringing this application, as well as the specific protections sought by BMO in this Initial Order and expected to be sought in subsequent orders. I will also touch in the course of the discussion on the reasons – which I accept – inclining BMO to seek a CCAA order rather than a receivership.

[6] Within the Debtors' integrated automotive group are four franchised new-vehicle dealerships, two used-vehicle dealerships, a vehicle rental business, towing services, automotive-service businesses and commercial real estate assets.

[7] The Debtors are closely held private corporations, each controlled by James Boban, who is listed as a director of every Debtor and who has been the principal representative with whom BMO has dealt.

[8] The Debtors employ approximately 144 individuals, and, in addition, 18 independent contractors provide services in connection with the Debtors' towing operations.

[9] BMO's role as banker for the Trinity Auto Group began in 2020. As the Trinity Auto Group expanded, BMO provided additional credit facilities for the various aspects of the growing business.

[10] These various credit facilities were most recently amended and restated under the Credit Agreement, dated August 29, 2025, providing for an aggregate authorized borrowing limit of approximately $80.9 million. BMO also provided separate real estate financing – the Advance Boulevard Financing – for the Advance Boulevard Property. The Debtors' liabilities under the Credit Agreement are joint and several.

[11] The Trinity Auto Group rapidly expanded in the last few years, materially increasing it working-capital, floorplan and fixed debt-service requirements. As of early 2026 BMO, likely in part because of the very (and perhaps unduly) rapid expansion, began to develop material concerns regarding the Debtors' liquidity, floorplan exposure, inventory controls and financial reporting.

[12] In early July of this year, a reconciliation based on physical inventory counts identified 264 vehicles that had been sold and delivered to customers without required repayment of the corresponding BMO floorplan advances. The aggregate amount of the advances associated with these "sold-in-violation" – SIV – vehicles totaled approximately $13 million.

[13] As of July 16, 2026, approximately $43.5 million was outstanding under the $35 million new-vehicle floorplan facility.

[14] The Debtors thus have no availability under their existing new-vehicle credit facilities, and management has acknowledged that they have no available funds to cure the identified SIV deficiency.

[15] BMO has also learned that a subordinate charge has been registered against the Advance Boulevard Property without BMO's knowledge, let alone its required consent.

[16] On July 29, 2026, the CRA served BMO with a "requirement to pay" pursuant to the *Income Tax Act* in respect of 2717922 Ontario Inc.("271"), which operates Oakville Mitsubishi, asserting that 271 owes CRA $213,981.96 in outstanding corporate income taxes, and requiring BMO to remit to CRA amounts that BMO would otherwise pay or advance to 271. As a result of receiving the Requirement to Pay, BMO has frozen 271's bank account.

[17] As noted, as at July 24, 2026, the aggregate amount of principal and accrued interest owed by the Debtors to BMO under the Credit Agreement and the Advance Boulevard Financing was approximately $85.2 million, excluding further interest, fees, costs and expenses.

[18] The Indebtedness is supported by an extensive security package granted by the borrowers and guarantors.

[19] The facilities were payable on demand to the extent set out in the Credit Agreement, and in addition the repayment and reporting breaches constituted defaults under applicable General Security Agreements, and the unauthorized subordinate charge on the Advance Boulevard Property constituted a default under the Advance Boulevard Financing and mortgage documents.

BMO Demands Repayment

[20] On July 27, 2026, in these circumstances, BMO demanded repayment from the borrower and guarantors and delivered Notices of Intention to Enforce Security under s. 244(1) of the BIA. The Indebtedness has not been repaid.

[21] Given the deficiencies that have become evident in the Debtors' controls over cash, vehicle inventory, sale proceeds and significant operational decisions, BMO asserts, reasonably, that it has lost confidence that management can stabilize the business and implement the necessary restructuring without independent court supervision and meaningful controls.\

[22] It is clear that the Debtors are insolvent and face an immediate liquidity crisis. The claims against them substantially exceed $5 million.

[23] Based on the Cash Flow Forecast, the Debtors do not have sufficient liquidity to continue operating in the ordinary course and/or to satisfy their obligations as they become due without the Interim Facility and the protections afforded by the CCAA.

[24] BMO, understandably, is not prepared to provide further funding outside a formal court-supervised process. Subject to the Initial Order being granted and the terms of the Interim Term Sheet, BMO is prepared to provide the Interim Facility to fund the Debtors' working-capital requirements and the costs of these proceedings.

Need for Court Protection and Supervision

[25] I accept, as BMO asserts, that immediate court protection is required to avoid an uncontrolled cessation of operations, to protect the Debtors' vehicle inventory and sale proceeds, to maintain employment and preserve relationships with OEMs, customers, suppliers, retail financing partners and other stakeholders.

[26] As noted in passing above, it seems evident that in the rapid multi-faceted expansions undertaken by the Debtors in the last few years, the Debtors' existing controls on cash, on inventory, and on various other material aspects of the business have been in many cases outstripped and shown wanting, such that immediate remedial and restructuring steps are required.

[27] BMO posits, again I think fairly, and supported by the Proposed Monitor, that an immediate receivership and liquidation would likely cause greater disruption than the proposed CCAA proceedings, and increase the risk that OEM relationships, retail financing arrangements, employee and customer relationships and dealership goodwill would be impaired.

[28] BMO also asserts, and again I accept, that a creditor-initiated CCAA proceeding provides the best available opportunity to preserve the Trinity Auto Group's going-concern and dealership franchise value, and to protect its vehicle inventory and cash proceeds, maintain employment, stabilize relationships with key stakeholders and to develop and implement an orderly court-supervised sale process.

Application and Benefit of CCAA

[29] As intimated above, I find that the Debtors are a "debtor company" to which the CCAA applies.

[30] The Debtors have liabilities exceeding $5 million, and are insolvent by reference to the definition of "insolvent person" in subsection 2(1) of the BIA (a typical touchstone for this determination).

[31] Absent the protections afforded by the CCAA there is a material risk of further deterioration in liquidity, additional SIV exposure and impairment of the Debtors' inventory and going-concern value, as well as increased exposure to BMO.

[32] The CCAA proceedings should allow the Businesses to continue operating within their existing corporate, contractual and regulatory framework, thus preserving and retaining management's institutional knowledge and ensuring that the necessary restructuring, cash management and sale process are directed by the Monitor under the supervision of the court.

Confirmation of Proposed Monitor

[33] I am also persuaded that there are appropriate grounds for the appointment of Goldhar as Monitor. It has consented to act in that capacity, is well-qualified and experienced for that role, and is a licensed trustee within the meaning of s. 2 of the BIA.

[34] Moreover, Goldhar has already been retained by BMO as a financial advisor in connection with the Debtors' financial difficulties and dealings with BMO. In that capacity, Goldhar has completed comprehensive assessments of inventory and other aspect of the Businesses, and is familiar with the Debtors' operations and other aspects of the Businesses.

[35] I note in that regard that Goldhar is supportive of the relief sought by BMO at this stage.

The Stay

[36] Section 11.02 of the CCAA provides this court with the jurisdiction to grant a stay of proceedings for an initial period of up to 10 days if it is satisfied that circumstances exist that make that order appropriate.

[37] BMO seeks an initial stay of proceedings until August 17, 2026 in respect of the Monitor, the Debtors and their property, to afford them the breathing room to stabilize operations in an orderly manner for the benefit of all stakeholders. The Stay Period will allow the Monitor to work with the Debtors's employees and management to stabilize operations and protect the asset base. Among other things, the stay of proceedings will prevent the CRA from enforcing the Requirement to Pay during the Stay Period, subject to the terms of the Initial Order and applicable law.

[38] A stay is also sought in favour of the Debtors' current directors and officers, in order to ensure their continued involvement in the restructuring and orderly wind-down efforts, and to prevent creditors from circumventing the stay by potentially pursuing claims against the directors and officers rather than against the Debtors themselves.

[39] During the Initial Stay Period, BMO intends to work with the proposed Monitor to achieve an efficient transition of control over the Businesses.

Debtors Consent to Application

[40] I should point out that the Debtors, represented by counsel before me, do not oppose the Initial Order, and have expressed their intention to work with BMO and the proposed Monitor to preserve, to the extent possible, the operations of the Businesses on a going-concern basis, and otherwise to maximize value for all stakeholders.

Interim Financing Facility and Charge

[41] As noted, in connection with and subject to the proposed Initial Order (and beyond) BMO, in its capacity as the Interim Lender, is prepared to provide a super-priority, non-revolving demand credit facility to the Borrowers in a maximum principal amount of $3.5 million. Under the Interim Facility, the Borrowers may obtain advances of up to $500,000 in the aggregate prior to the Comeback Hearing.

[42] The Interim Facility will provide the Debtors with the immediate financing necessary to fund working-capital requirements and to meet cash-flow obligations during the Stay Period and beyond.

[43] BMO also seeks an Interim Financing Charge over the Debtors' property in favour of the Interim Lender to secure all obligations owing under the Interim Facility. The Interim Financing Charge is proposed to rank above all other encumbrances, but below the Administrative Charge.

[44] I am satisfied that pursuant to section 11.2 of the CCAA the court may make an order approving an interim financing facility and that, in this case the interim facility enhances the prospects of a viable compromise or arrangement being realized. There is no evidence currently before me that any creditor will be materially

prejudiced as a result of the proposed financing facility (and related charge), and BMO confirms that no secured creditors who have not been served with the application record will be primed by the Interim Financing Charge. I find that the terms of the facility are also limited to what is reasonably necessary for the continued operation of the Debtors in the ordinary course for the period of the Interim Facility. I note and rely on the fact that the proposed Monitor has reviewed the terms of the Interim Facility and recommends it.

Enhanced Powers of Monitor

[45] It is a critical component of the proposed order that the proposed Monitor is to have expanded powers.

[46] Section 23(1)(k) empowers the court to authorize a Monitor to perform any additional functions it considers appropriate in the circumstances, and this court has granted expanded powers to monitors in CCAA proceedings.

[47] The proposed Initial Order provides that the Monitor, in addition to and without limiting its prescribed rights under the CCAA, is authorized and empowered, but not required, to exercise powers set out in the Initial Order, including powers otherwise exercisable by a board of directors or any officers of the Debtors, including, among other powers:

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

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

(d) The power to 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;

(i) To execute, assign, issue and endorse documents of whatever nature in respect of the Property;

(ii) To 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;

(iii) To notify 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; and

(iv) To execute the Interim 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 Facility.

[48] I note that with respect to the London Used Car Superstore, the Trinity Auto Group had intended to shut down and liquidate this Business as it has proved not viable. The only parties with PPSA registrations against Trinity Car Sales Inc. (which operates the London Used Car Superstore) are BMO and the TD Bank, and BMO understands that TD Bank's registrations were made in anticipation of a proposed refinancing that did not proceed, and that TD Bank has not made any loan, and is not owed any money, by the Debtors.

[49] BMO expresses the view, with which I agree, that the enhanced powers proposed for the Monitor are necessary protections to have in place throughout the proposed CCAA proceedings to ensure that appropriate steps are taken to progress towards successful sales and cost-effective realizations of the Debtors' assets.

Administrative Charge

[50] The applicant also seeks a first priority court-ordered Administrative Charge in the amount of $350,000 to secure the professional fees and disbursements of the Monitor and its counsel at their standard rates and charges, whether incurred before or after the date of the Initial Order.

[51] Section 11.52 of the CCAA authorizes administrative charges. Cases have considered various factors in determining whether an administrative charge is appropriate. Among other such considerations, I note the size and complexity of the business being restructured, that the quantum of the proposed charge appears to be fair and reasonable, and that the proposed Monitor supports it.

Directors' Charge

[52] The proposed Directors' Charge is in the amount of $250,000 in order to secure the indemnity of the current officers and directors for liabilities they may incur during these CCAA proceedings. The Directors' Charge is to rank subordinate to the Administrative Charge and the Interim Financing Charge.

[53] Section 11.51 of the CCAA authorizes such charges in favour of directors in appropriate circumstances. This court has frequently granted such charges in order to keep the directors and officers in place during restructurings by providing them with protections against potential liabilities that could be incurred during the restructuring proceedings.

[54] Here, the evidence shows that the directors and officers have considerable experience and knowledge of the Debtors' Businesses that will be critical during these CCAA proceedings, including with respect to efforts to preserve value, maximize recovery for stakeholders and to maintain ordinary-course operations. The directors and officers have advised that they are prepared to provide continued service and to be involved in these CCAA proceedings if the Directors' Charge is granted.

[55] As is typical, the Directors' Charge would only cover obligations and liabilities that directors and officers may incur after the commencement of the CCAA proceedings, and does not cover wilful misconduct or gross negligence.

[56] BMO and the proposed Monitor have reviewed the quantum of the Directors' Charge and opine that it is reasonable in the circumstances.

Continued Use of Cash Management System

[57] It is proposed that the Debtors will be authorized to continue to use their existing cash management system, and to make further advances, in consultation with the Monitor. The Debtors' cash management system is

centralized primarily through its operating accounts at BMO with certain accounts for Ancillary Operations at TD Bank.

[58] Given the nature and scale of the Debtors' operations through the cash management system, BMO and the proposed Monitor advise that the continued use of the existing cash management system, but with the direct involvement of the Monitor, is necessary and appropriated during these CCAA proceedings. Continued use of the system will minimize disruption to the Debtors' Businesses and promote stability at this critical juncture.

Choice of CCAA

[59] I note that the proposed Monitor expressly supports BMO's choice to commence this CCAA proceeding in the circumstances of this case, rather than, in particular, receivership proceedings.

[60] The reasons which I accept, and many of which have been touched on above, are manifold.

[61] First, the size and scope of the Businesses, including the operation of four OEM Dealerships and multiple other businesses, gives rise to the need for the additional control and stability afforded by the CCAA.

[62] As noted above, the perception of both BMO and the Monitor is that CCAA proceedings in these circumstances, again given the greater level of control associated with such proceedings, will tend to create relatively less turmoil in the market, as compared to a receivership.

[63] It is also an important consideration that the Dealerships operate in provincially regulated industries, and are required to maintain valid dealer licenses and related permits in the jurisdictions in which they operate, and that the Dealerships are regulated in particular by OMVIC. The Monitor, if appointed with the enhanced powers, intents to continue operations under the existing licenses and to liaise with OMVIC as necessary in that regard.

[64] The Proposed Monitor has carefully reviewed, and helped management to prepare, a 13-week cash flow forecast. The Proposed Monitor's concerns about this 13-week cash flow forecast informed the Proposed Monitor's support for the Interim Facility and Interim Financing Charge, and its strong view that the Facility and the Charge are necessary and appropriate in the circumstances.

Initial Order Granted

[65] On the basis of the evidence presented, summarized in part above, I am prepared to grant all of the relief sought by way of the Initial Order.

Comeback Hearing

[66] There is a comeback hearing booked for August 17, 2026.

W.D. BLACK J.

DATE: AUGUST 7, 2026

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 7TH DAY
	)	
JUSTICE W.D. BLACK	)	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

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

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Lawyers for the Applicant

THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF DANIEL TO SWORN BEFORE ME THIS 13TH DAY OF AUGUST, 2026

A Commissioner Etc.

Canada Revenue Agency | Agence du revenu du Canada

Tax Centre
Toronto ON M4T 0A7

August 10, 2026

ATTENTION: SPECIALIZED DEMANDS- RBTPO
BANK OF MONTREAL
250 YONGE STREET
8TH FLOOR
TORONTO ON M5B 2L7

Dear Sir or Madam:

Re: Requirement to Pay
Name: 2717922 ONTARIO INC. sometime carrying on business as OAKVILLE MITSUBISHI

Effective August 7, 2026, we have cancelled the Requirement to Pay sent to you in the amount of $213,981.96.

Cancelling this Requirement to Pay does not affect the Canada Revenue Agency's rights under any of the acts it administers.

If you have any questions or want further information, please call Sandra Palma at (905)516-4901.

Thank you very much for your cooperation.

Yours truly,

Sandra Palma (1220)
ROCCO

c.c.: 2717922 ONTARIO INC.

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

AFFIDAVIT OF DANIEL TO
(Sworn August 13, 2026)

CHAITONS LLP
5000 Yonge Street, 10th Floor
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Lawyers for Bank of Montreal

Tab 3

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.

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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Lawyers for the Applicant

Tab 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	~~WEEKDAY~~MONDAY, THE ~~#~~17TH
	)	
JUSTICE ~~—~~CONWAY	)	DAY OF ~~MONTH~~AUGUST, ~~20YR~~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 ~~[APPLICANT'S NAME]~~ 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 ~~"Applicant"~~"**Debtors**")

AMENDED AND RESTATED INITIAL ORDER

THIS ~~APPLICATION~~**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 ~~[NAME]~~Daniel To sworn ~~[DATE]~~August 5, 2026 and the ~~Exhibits~~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~~Charges created herein were given notice, and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, the Monitor, the Debtors and such other counsel and parties as were present, no one else appearing ~~for [NAME]~~[1] although duly served as appears from the affidavit(s) of service ~~of [NAME] sworn [DATE] and on reading the consent of [MONITOR'S NAME] to act as the Monitor,~~ filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of ~~Application~~Motion and the ~~Application~~Motion Record is hereby abridged and validated~~[2]~~ so that this ~~Application~~Motion is properly returnable today, and ~~hereby dispenses with~~ further service thereof is hereby dispensed with.

APPLICATION

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

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that each of the ~~Applicant~~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**~~"~~").

~~[1] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

~~[2] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that ~~the Applicant~~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 ~~its~~their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the ~~"~~"**Property**~~"~~"). ~~Subject to further Order of this Court, the Applicant shall~~ ;

(b) continue to carry on ~~business~~the businesses in a manner consistent with the preservation of ~~its business~~their businesses (the ~~"Business"~~"**Businesses**") and the Property~~. The Applicant is~~;

(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 ~~it~~them, with liberty to retain such further Assistants as ~~it deems~~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) ~~5. [THIS COURT ORDERS that the Applicant shall~~ be entitled to continue to utilize the central cash management system[3] currently in place as described in the First Affidavit ~~of [NAME] sworn [DATE] or replace it with another substantially similar central~~, or such replacement or modified cash management system as the Monitor may approve (the ~~"~~"**Cash Management System**~~"~~") ~~and~~, provided that ~~any~~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 ~~whatsoever~~ to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken

~~[3] This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

under the Cash Management System, ~~or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System,~~ shall be entitled to provide the Cash Management System without ~~any~~ liability ~~in respect thereof~~ to any Person ~~(as hereinafter defined)~~ other than the ~~Applicant,~~Debtors pursuant to the ~~terms of the~~applicable account documentation ~~applicable to the Cash Management System~~, and shall be~~, in its capacity as provider of the Cash Management System,~~ an unaffected creditor under ~~the~~any Plan filed in these proceedings with ~~regard~~respect to any claims or expenses ~~it may suffer or incur in connection with~~arising from the provision of the Cash Management System.~~]~~

5. ~~6.~~ **THIS COURT ORDERS** that to the ~~Applicant~~extent permitted by law and with the prior consent of the Monitor, the Debtors shall be entitled but not required to ~~pay~~make the following ~~expenses~~advances or payments, whether incurred prior to, on or after ~~this~~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 ~~this~~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 ~~Applicant~~Debtors in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of the Initial Order.

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

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the ~~Business~~Businesses, including~~, without limitation,~~ payments on

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account of insurance (including directors~~'~~' and officers~~'~~' insurance), maintenance and security services; and

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

7. ~~8.~~ **THIS COURT ORDERS** that the ~~Applicant~~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 ~~which~~that are required to be deducted from employees' wages, including~~, without limitation,~~ amounts in respect of ~~(i)~~ employment insurance, ~~(ii)~~the Canada Pension Plan~~, (iii) Quebec Pension Plan,~~ and ~~(iv)~~ 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 ~~Applicant~~Debtors in connection with the sale of goods and services ~~by the Applicant~~, but only where such Sales Taxes are accrued or collected after the date of ~~this~~the Initial Order, or where such Sales Taxes were accrued or collected prior to the date of ~~this~~the Initial Order but were not required to be remitted until ~~on~~ or after the date of ~~this~~the Initial Order~~,~~; and

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

8. ~~9.~~ **THIS COURT ORDERS** that until such time as a real property lease is disclaimed ~~[or resiliated]~~[4] in accordance with the CCAA, the ~~Applicant~~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 ~~Applicant~~relevant Debtor and the relevant landlord from time to time (~~"~~"**Rent**~~"~~"), for the period commencing from and including the date of ~~this~~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 ~~this~~the Initial Order shall also be paid.

9. ~~10.~~ **THIS COURT ORDERS** that~~,~~ except as specifically permitted ~~herein~~in this Order, the ~~Applicant is~~Debtors are hereby directed, until further Order of this Court: ~~(a)~~

(a) to make no payments of principal, interest ~~thereon~~ or otherwise on account of amounts owing ~~by the Applicant~~ to any ~~of its creditors~~creditor as of ~~this~~the date~~; (b)~~ 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

~~[4] The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

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, ~~trust~~trusts, liens, charges or encumbrances upon or in respect of any of ~~its~~the Property; and ~~(c)~~

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

RESTRUCTURING

10. ~~11.~~ **THIS COURT ORDERS** that the ~~Applicant~~Debtors shall, subject to ~~such~~the requirements ~~as are imposed by~~of the CCAA and ~~such covenants as may be contained in the Definitive Documents (as hereinafter defined)~~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 ~~its business~~the Businesses or operations, ~~[~~ and ~~to~~ dispose of redundant or non-material assets not exceeding $~~•~~250,000 in any one transaction or $~~•~~1,000,000 in the aggregate~~]~~[5], 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;

~~5 Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

(b) ~~[~~terminate the employment of such ~~of its~~ employees or temporarily lay off such ~~of its~~ employees as ~~it deems~~the Monitor considers appropriate~~]~~; and

(c) ~~pursue all avenues of refinancing of its Business or Property~~disclaim, in whole or in part, ~~subject to~~with the prior ~~approval~~consent of the Monitor or further Order of this Court ~~being obtained before any material refinancing~~, 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 ~~Applicant~~Debtors to proceed with an orderly restructuring of the ~~Business~~Businesses (the "**Restructuring**").

11. ~~12.~~ **THIS COURT ORDERS** that the ~~Applicant~~Debtors shall provide each of the relevant landlords with notice of the ~~Applicant~~Debtors'~~s~~ intention to remove any fixtures from ~~any~~ leased premises at least seven (7) days ~~prior to the date of~~before the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe ~~such~~the removal and, if the landlord disputes the ~~Applicant~~Debtors'~~s~~ 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 ~~between any~~among the applicable secured creditors, ~~such~~the landlord and the ~~Applicant~~Debtor, or by further Order of this Court upon application ~~by the Applicant~~ on at least two (2) days' notice to such landlord and any such secured creditors. If the ~~Applicant disclaims **[or resiliates]** the lease governing such leased premises~~applicable lease is disclaimed in accordance with ~~Section~~section 32 of the CCAA, ~~it~~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 ~~provided for in Section~~under section 32(5) of the CCAA~~)~~, and the disclaimer ~~**[or resiliation]**~~ of the lease shall be without prejudice to the ~~Applicant's~~Debtors' claim to the ~~fixtures~~fixture in dispute.

12. ~~13.~~ **THIS COURT ORDERS** that if a notice of disclaimer ~~**[or resiliation]**~~ is delivered pursuant to ~~Section~~section 32 of the CCAA, then ~~(a)~~ :

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

(b) at the effective time of the disclaimer ~~[or resiliation]~~, 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 ~~Applicant~~Debtors in respect of such lease or leased premises,, provided that nothing herein shall relieve ~~such~~the landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~DEBTORS OR THE PROPERTY

13. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE – MAX.~~October 30 ~~DAYS]~~, 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 ~~Applicant~~Debtors or the Monitor, or affecting the ~~Business~~Businesses or the Property, except with the written consent of the ~~Applicant and the~~ Monitor~~,~~ or with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Applicant~~Debtors or affecting the ~~Business~~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. ~~15.~~ **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 (~~all of the foregoing,~~ collectively ~~being~~, "**Persons**" and each ~~being~~, a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory, against or in respect of the ~~Applicant~~Debtors or the Monitor, or affecting the ~~Business~~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 ~~Applicant and the~~ Monitor~~,~~ or leave of this Court, provided that nothing in this Order shall: ~~(i)~~

(a) empower the ~~Applicant~~Debtors to carry on any ~~business which~~Businesses that the ~~Applicant is~~Debtors are not lawfully entitled to carry on~~, (ii)~~ ;

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

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

(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 ~~Applicant~~Debtors, except with the written consent of the ~~Applicant and 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 ~~Applicant~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, ~~communication~~dealer management systems, communications and other data services, centralized banking services, payroll services, insurance, transportation services, utility ~~or~~and other services to the ~~Business~~Businesses or the ~~Applicant~~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 ~~Applicant, and that the Applicant~~Debtors, or exercising any other remedy under such arrangements. The Debtors shall be entitled to the

continued use of ~~its~~their current premises, telephone ~~numbers,~~and facsimile numbers, internet addresses~~ and~~, domain names and information technology systems, provided ~~in each case~~ that the ~~normal~~usual prices or charges for ~~all such~~ goods or services received after the date of ~~this~~the Initial Order are paid ~~by the Applicant~~ in accordance with ~~normal~~the Debtors' payment practices ~~of the Applicant~~ or such other practices as may be agreed ~~upon~~ by the supplier~~ or service provider and each of~~, the ~~Applicant~~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 ~~lease~~leased or licensed property or other valuable consideration provided on or after the date of ~~this~~the Initial Order~~, nor~~. No Person, other than the Applicant to the extent expressly agreed by it, shall~~ any Person~~ be under any obligation on or after the date of ~~this~~the Initial Order to advance or re-advance ~~any~~ monies or otherwise extend ~~any~~ credit to the ~~Applicant~~Debtors. Nothing in ~~this~~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.[6]

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 ~~of the former,~~ current ~~or future directors~~director or ~~officers~~officer of the ~~Applicant~~Debtors with respect to any claim against the directors or officers that arose before the date ~~hereof~~of the Initial Order and ~~that~~ relates to any ~~obligations~~obligation of the ~~Applicant~~Debtors whereby the directors or officers are alleged under any law to be liable in ~~their~~that capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~Debtors, if one is filed, is sanctioned by this Court or ~~is~~ refused by the creditors~~ of the Applicant~~ or this Court.

[6] ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the ~~Applicant~~Debtors shall indemnify ~~its~~their directors and officers against obligations and liabilities that they may incur as ~~directors~~a director or ~~officers~~officer of any of the ~~Applicant~~Debtors after the commencement of ~~the within~~these proceedings,~~[7]~~ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of ~~the~~such director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the ~~Applicant~~Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**")~~[8]~~ 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 ~~[38]~~45 and ~~[40]~~47 herein.

22. **THIS COURT ORDERS** that~~,~~ notwithstanding any language in any applicable insurance policy to the contrary~~, (a)~~ :

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

(b) the ~~Applicant's~~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 ~~any~~a directors' and officers' insurance policy, or to the extent~~ that~~ such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~[~~20~~]~~ of this Order.

~~[7] The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

~~[8] Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

APPOINTMENT OF MONITOR

23. **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~Goldhar & Associates Ltd. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the ~~business~~Property, the Businesses and the financial affairs of the ~~Applicant~~Debtors with the powers and obligations set out in the CCAA ~~or set forth herein and that the Applicant and its~~and this Order. The Debtors and their shareholders, officers, directors, employees and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~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 ~~the~~ 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 ~~and obligations under~~pursuant to the CCAA, is hereby ~~directed~~authorized and empowered ~~to~~, 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) ~~monitor the Applicant's~~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) ~~(b)~~ 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) ~~(c) assist the Applicant, to the extent required by~~disseminate to the Applicant~~, in its dissemination, to the DIP Lender~~ and its counsel, on a ~~[TIME INTERVAL]~~weekly basis ~~of financial and~~or such other ~~information~~frequency as ~~agreed to between~~ the Applicant and the ~~DIP Lender which~~Monitor may agree, financial and other information concerning the Debtors that may be used in these proceedings ~~including reporting on a basis to be agreed~~;

(cc) assist with the ~~DIP Lender;~~

~~(d)~~ ~~advise the Applicant in its~~ preparation of the ~~Applicant~~Debtors'~~s~~ cash flow statements~~ and~~, financial reporting ~~required by the DIP Lender, which~~and other information ~~shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~

~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~

~~(f) assist the Applicant, to the extent~~ required by the Applicant~~, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan~~ or this Court;

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

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

~~(i) perform such other duties as are required by this Order or by this Court from time to time.~~

(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. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Businesses or the Property and shall take no part ~~whatsoever~~ in the management or supervision of the ~~management~~Businesses other than when exercising the Monitor's Additional Powers for and on behalf of the ~~Business and shall not, by~~Debtors. By fulfilling its obligations ~~hereunder,~~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 ~~Business~~Businesses or Property~~, or any part thereof~~ or to be an officer, director, employer or successor employer for any purpose whatsoever.

28. ~~26.~~ **THIS COURT ORDERS** that nothing ~~herein contained~~in this Order shall require the Monitor to occupy or ~~to~~ take control, care, charge, possession or management (separately and/or collectively, ~~"~~"**Possession**~~"~~") of any ~~of the~~ 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 ~~respecting~~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 ~~any~~ Environmental Legislation, unless it is actually in possession.

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

30. ~~28.~~ **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 ~~any~~ gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or ~~any~~other applicable legislation.

31. ~~29.~~ **THIS COURT ORDERS** that ~~the Monitor, counsel to the Monitor and counsel to the Applicant~~ 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, ~~in each case~~including pre-filing fees and disbursements relating to these proceedings, at their standard rates and charges~~, by the Applicant~~ as part of the costs of these proceedings. The ~~Applicant is~~Debtors are hereby authorized and directed ~~to pay the accounts of the Monitor, counsel for~~, with the Monitor ~~and counsel for the Applicant~~'s approval, to pay their accounts on a ~~[TIME INTERVAL]~~weekly basis and~~, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant,~~ to pay reasonable retainers ~~in the amount[s] of $● [, respectively,]~~ to be held ~~by them~~ as security for payment of their respective fees and disbursements outstanding from time to time.

32. ~~30.~~ **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. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and ~~the Applicant's~~ 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 $~~●, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings~~750,000. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~45 and ~~[40] hereof~~47 herein.

~~**DIP**~~

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. ~~32.~~ **THIS COURT ORDERS** that the ~~Applicant~~Monitor is hereby authorized and empowered to obtain and borrow under a credit facility from ~~[DIP LENDER'S NAME]~~the Applicant, in its capacity as debtor-in-possession lender (the ~~"DIP~~"**Interim Lender**~~"~~"), in order to finance the ~~Applicant's~~Debtors' working capital requirements and other general corporate purposes ~~and capital expenditures~~, 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. ~~33.~~ **THIS COURT ORDERS** ~~THAT~~that such credit facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter between the Applicant and the DIP Lender dated as of [DATE] (the "Commitment Letter"~~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. ~~34.~~ **THIS COURT ORDERS** that the ~~Applicant~~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, ~~the "~~with the Interim Financing Term Sheet, the "**Definitive Documents**~~"~~"), as are contemplated by the ~~Commitment Letter~~Interim Financing Term Sheet or as may be reasonably required by the ~~DIP~~Interim Lender pursuant to the terms thereof, and the ~~Applicant~~Monitor is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the ~~DIP~~Interim Lender under and pursuant to the ~~Commitment Letter and 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. ~~35.~~ **THIS COURT ORDERS** that the ~~DIP~~Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the ~~"DIP Lender's~~"**Interim Financing Charge**~~"~~") on the Property~~, which DIP Lender's~~ 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 ~~exists~~existed before ~~this~~the Initial Order ~~is~~was made. The ~~DIP Lender's~~Interim Financing Charge shall have the priority set out in paragraphs ~~[38] and [40]~~45 to 47 hereof.

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

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

(b) upon the occurrence of an event of default under the Definitive Documents or the ~~DIP Lender's~~Interim Financing Charge, the ~~DIP~~Interim Lender, upon ~~●~~four (4) business days notice to the ~~Applicant and the~~ Monitor, may exercise any and all of its rights and remedies against the ~~Applicant~~Debtors or the Property under or pursuant to the ~~Commitment Letter,~~ Definitive Documents and ~~the DIP Lender's~~Interim Financing Charge, including without limitation, to cease making advances to the ~~Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant~~Debtors against the obligations of the ~~Applicant~~Debtors to the ~~DIP~~Interim Lender under the ~~Commitment Letter, the~~ Definitive Documents or ~~the DIP Lender's~~Interim Financing Charge, to make demand, accelerate payment and give other notices~~, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant~~; and

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

44. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the ~~DIP~~Interim Lender shall be treated as unaffected in any ~~plan of arrangement or compromise~~Plan filed by any of the ~~Applicant~~Debtors under the CCAA, or any proposal filed by any of the ~~Applicant~~Debtors under ~~the *Bankruptcy and Insolvency Act* of Canada (~~the ~~"~~BIA~~")~~, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. ~~38.~~ **THIS COURT ORDERS** that the priorities of the ~~Directors' Charge, the~~ Administration Charge~~ and the DIP Lender's~~, Interim Financing Charge, and Directors' Charge, as among them, shall be as follows[9]:

[9] ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA~~

First ~~–~~ – Administration Charge (to the maximum amount of $~~●~~750,000);

Second ~~– DIP Lender's~~ – Interim Financing Charge; and

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

46. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the~~ Administration Charge, the Interim Financing Charge, or the ~~DIP Lender's~~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 ~~such~~ failure to file, register, record or perfect.

47. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge~~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 ~~and~~, encumbrances~~,~~ and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person.

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

49. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter,~~Charges and the Definitive Documents ~~and the DIP Lender's Charge~~ shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to

~~now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

the benefit of the Charges (collectively, the "**Chargees**") ~~and/or the DIP Lender thereunder~~ shall not otherwise be limited or impaired in any way by: ~~(a)~~

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

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

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

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

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

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

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

   (iii) ~~(c)~~ the payments made ~~by the Applicant~~ pursuant to this Order~~, the Commitment Letter~~ 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 ~~any~~ applicable law.

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

SERVICE AND NOTICE

51. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall ~~(i)~~, without delay, publish in ~~[newspapers specified by~~ the ~~Court]~~National Post a notice containing the information prescribed under the CCAA and, ~~(ii)~~ within five (5) days after the date of ~~this~~the Initial Order, shall: (~~A~~a) make this Order publicly available in the manner prescribed under the CCAA~~,~~; (~~B~~b) send, in the prescribed manner, a notice to every known creditor ~~who has~~having a claim against ~~the Applicant~~any Debtor of more than $~~1000,~~1,000; and (~~C~~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~~section 23(1)(a) of the CCAA and the regulations ~~made~~ thereunder.

52. ~~45.~~ **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, ~~the~~ service of documents ~~made~~ in accordance with the Protocol (which can be found on the Commercial List website at ~~https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf~~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 ~~shall constitute~~constitutes an ~~order~~Order for substituted service pursuant to Rule 16.04 ~~of the Rules of Civil Procedure~~. Subject to Rule 3.01(d) ~~of the Rules of Civil Procedure~~ 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. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution ~~of documents~~ 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 ~~forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission~~electronic message to the ~~Applicant's~~Debtors' creditors or other interested parties ~~at~~and their ~~respective addresses as last shown on the records of the Applicant and that~~advisors. For greater certainty, any such ~~service or~~ distribution ~~by courier, personal delivery or facsimile transmission~~or service shall be deemed to be ~~received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing~~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. ~~47.~~ **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 ~~its~~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. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, ~~a~~ receiver,~~ a~~ receiver and manager, or ~~a~~ trustee in bankruptcy of ~~the Applicant~~any Debtor, the ~~Business~~Businesses or the Property.

57. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada~~ or in~~, the United States~~,~~ or any other jurisdiction to give effect to this Order and ~~to~~ assist the ~~Applicant~~Debtors, the Monitor and their respective agents in carrying~~ out~~ the terms of this Order. All courts, tribunals~~,~~ and regulatory and administrative bodies are ~~hereby~~ respectfully requested to make such ~~orders~~Orders and~~ to~~ provide such assistance to the ~~Applicant~~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 ~~Applicant~~Debtors and the Monitor and their respective agents in carrying out the terms of this Order.

58. ~~50.~~ **THIS COURT ORDERS** that each of the ~~Applicant~~Debtors and the Monitor be at liberty and ~~is~~are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for ~~the~~ 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 ~~the within~~these proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

59. ~~51.~~ **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 ~~or parties~~ likely to be affected ~~by the order sought~~, or ~~upon~~on such other notice~~, if any,~~ 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. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern ~~Standard/Daylight~~ Time on the date of this Order.

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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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Document comparison by Workshare Compare on Thursday, August 13, 2026 7:43:25 PM

Input:	
Document 1 ID	file://C:\Users\manwar\Downloads\intitial-order-ccaa-en.doc
Description	intitial-order-ccaa-en
Document 2 ID	file://C:\Users\manwar\Downloads\Draft Amended and Reinstated Initial Order.docx
Description	Draft Amended and Reinstated Initial Order
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	645
Deletions	581
Moved from	7
Moved to	7
Style changes	0
Format changes	0
Total changes	1240

Tab 5

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	~~FRIDAY~~MONDAY, THE ~~7~~17TH
	)	
JUSTICE ~~BLACK~~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 ~~APPLICATION~~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 "~~**BMO**~~**First Affidavit**"), ~~and~~ the pre-filing report of Goldhar & Associates Ltd. in its capacity as proposed monitor dated August 6, 2026 (the "**Pre-Filing Report**"), ~~and on reading~~ the ~~consent~~affidavit of Daniel To sworn August 13, 2026 and the exhibits thereto (the "**Second Affidavit**"), the first report of Goldhar & Associates Ltd. ~~to act as~~ (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~~Charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the ~~proposed~~ Monitor, the Debtors and such other counsel and parties as were present, no one else 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 and filing of the Notice of ~~Application~~Motion and the ~~Application~~Motion Record is hereby abridged and validated so that this ~~Application~~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. ~~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~~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 of compromise or arrangement~~Plan filed in these proceedings with respect to any claims or expenses arising from the provision of the Cash Management System.

5. ~~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, on or after ~~this~~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 ~~this~~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 ~~this~~the Initial Order.

6. ~~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 on or after ~~this~~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 ~~this~~the Initial Order.

7. ~~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 date of the Initial ~~Filing Date~~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 ~~this~~the Initial 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 were 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.

8. ~~7.~~ **THIS COURT ORDERS** that until such time as a real property lease is disclaimed in accordance with the CCAA, the Debtors ~~may~~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 ~~as rent~~ to the landlord under the lease~~, based on the terms of existing lease arrangements~~) or as otherwise may be negotiated ~~for~~between the relevant Debtor and the relevant landlord from time to time ("**Rent**"), for the period commencing from and including the date of ~~this~~the Initial Order~~ ("**Rent**"),~~ , twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but ~~shall~~ not ~~pay any Rent~~ 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. ~~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~~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~~:~~

~~(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) 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. ~~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**").

11. ~~10.~~ **THIS COURT ORDERS** that the Debtors shall provide each of the relevant ~~landlord~~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~~. If~~ and, if the landlord disputes the Debtors' entitlement to remove any such fixture under the provisions of the lease, ~~that~~such fixture shall remain on the premises and shall be dealt with as agreed among the applicable secured creditors, the landlord and the ~~Debtors~~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 ~~that~~such lease pending resolution of ~~the~~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. ~~11.~~ **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 ~~Businesses~~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 ~~the~~any such leased premises without waiver of or prejudice to any claims or rights ~~it~~such landlord may have against the Debtors ~~and may re-~~in respect of such lease ~~the~~or leased premises~~ on such terms as it considers advisable~~,, provided that nothing herein ~~relieves~~shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

13. ~~12.~~ **THIS COURT ORDERS** that until and including ~~August 17~~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. ~~13.~~ **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 ~~entity~~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~~; or~~

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

15. ~~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

16. ~~15.~~ **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. ~~16.~~ **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, ~~or oral or written agreements or arrangements with the Debtors,~~ including without limitation all computer software, dealer management systems, communications and other data services, centralized banking services, payroll services, insurance, transportation services, ~~utilities~~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 ~~this~~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. ~~17.~~ **THIS COURT ORDERS** that~~ nothing~~, notwithstanding anything else in this Order ~~prohibits a~~, 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 ~~this~~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 ~~this~~the Initial Order to advance or re-advance monies or otherwise extend credit to the Debtors. Nothing in ~~this~~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. ~~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 against the directors or officers that arose before the date of ~~this~~the Initial Order and relates to any obligation of the Debtors ~~for which~~whereby the ~~director~~directors or ~~officer is~~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. ~~19.~~ **THIS COURT ORDERS** that the Debtors shall indemnify their directors and officers against obligations and liabilities that they may incur as ~~directors~~a director or ~~officers~~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 ~~the~~such director's or officer's gross negligence or wilful misconduct.

21. ~~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, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph ~~19~~20 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~43~~45 and ~~45~~47 herein.

22. ~~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 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 ~~under~~in accordance with paragraph ~~19~~20 of this Order.

APPOINTMENT OF MONITOR

23. ~~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 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 ~~its~~the Monitor's functions.

24. ~~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**").

25. ~~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.

26. ~~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.

27. ~~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.

28. ~~27.~~ **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 ~~environmental~~ law~~. Nothing~~ 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 ~~exempts~~shall exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental ~~legislation~~Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of ~~its~~the Monitor's duties and powers under this Order, be deemed to be in ~~possession~~Possession of any of the Property within the meaning of ~~environmental legislation~~Environmental Legislation, unless it is actually in possession.

29. ~~28.~~ **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Debtors ~~and~~, including without limitation the Applicant, with information provided by the Debtors or in the Monitor's possession in response to reasonable ~~written~~ requests for information made by such creditor addressed to the Monitor. The Monitor shall not have ~~no~~any responsibility or liability with respect to information disseminated by it pursuant to this paragraph. Where information is confidential, the Monitor shall not provide ~~it~~such information to creditors unless otherwise directed by this Court or on such terms as the Monitor considers appropriate.

30. ~~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 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. ~~30.~~ **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. ~~31.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and ~~their~~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. ~~32.~~ **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 ~~this~~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 $~~350,000~~750,000. The Administration Charge shall have the priority set out in paragraphs ~~43~~45 and ~~45~~47 herein.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

34. ~~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.

35. ~~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.

36. ~~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

37. ~~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*.

38. ~~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

39. ~~38.~~ **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 $~~500,000~~3,500,000 in principal, plus applicable Interest, Facility Fee and Interim Lender's Expenses (each as defined in the Interim Financing Term Sheet~~, together being the "**Interim Financing Amount**"~~), unless permitted by further Order of this Court.

40. ~~39.~~ **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. ~~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~~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 ~~lender~~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. ~~41.~~ **THIS COURT ORDERS** that the ~~lender~~Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Financing Charge**") on the Property ~~in~~

~~the~~as security for the Interim Financing Obligations, which Interim Financing Charge shall be in an aggregate amount of the Interim Financing ~~Amount~~Obligations outstanding at any given time under the Definitive Documents. The Interim Financing Charge shall not secure an obligation that ~~exists~~existed before ~~this~~the Initial Order ~~is~~was made. The Interim Financing Charge shall have the priority set out in paragraphs ~~43~~45 to ~~45~~47 hereof.

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

(a) the ~~lender~~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 ~~lender~~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 ~~lender~~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 ~~lender~~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. ~~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~~750,000);

Second - Interim Financing Charge; and

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

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

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

48. ~~46.~~ **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 ~~ranking~~that rank in priority to, or *pari passu* with ~~a Charge~~, 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. ~~47.~~ **THIS COURT ORDERS** that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the ~~persons~~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 ~~a~~ bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order ~~under the BIA~~made pursuant to such applications;

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

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

(e) any negative ~~covenant, prohibition~~covenants, prohibitions or other similar ~~provision concerning~~provisions with respect to borrowings, incurring debt or creating Encumbrances contained in any existing loan ~~document~~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 ~~any document in respect thereof~~the Definitive Documents shall create or be deemed to constitute a ~~new~~ breach by the Debtors of any Agreement to which they are a party;

(ii) ~~no Chargee~~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 ~~and~~, delivery ~~of Interim Term Sheet or borrowing thereunder~~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. ~~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

51. ~~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~~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 ~~and make publicly available~~ a list showing the names and addresses of those creditors and the estimated

amounts of ~~their~~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. ~~50.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in ~~these proceedings. Service~~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. ~~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, and their respective counsel, are at liberty to serve or distribute this Order, any other materials and ~~Orders~~orders as may be required in these proceedings~~ and~~, including any notices or other correspondence, by ~~prepaid ordinary mail, courier, personal delivery, facsimile or~~ electronic ~~transmission~~message to the Debtors' creditors or other interested parties ~~at~~and their ~~addresses last shown on the Debtors' records. Service or~~advisors. For greater certainty, any such distribution ~~by courier, personal delivery, facsimile or electronic transmission shall be deemed received on the next business day after forwarding, and~~or service ~~by ordinary mail~~ shall be deemed ~~received on the third business day after mailing~~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. ~~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 or in the interpretation of this Order.

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

56. ~~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.

57. ~~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~~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. ~~56.~~ **THIS COURT ORDERS** that each of the Debtors and the Monitor ~~is~~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 ~~its~~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 ~~obtaining recognition~~having these proceedings recognized in a jurisdiction outside Canada.

59. ~~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; 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. ~~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

AMENDED AND RESTATED INITIAL ORDER

CHAITONS LLP
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Document 1 ID	file://C:\Users\manwar\Downloads\0020 Initial Order-BMO-Applicant-07-JULY-2026 (Word-for signing) 2026-08-06.docx
Description	0020 Initial Order-BMO-Applicant-07-JULY-2026 (Word-for signing) 2026-08-06
Document 2 ID	file://C:\Users\manwar\Downloads\Draft Amended and Reinstated Initial Order.docx
Description	Draft Amended and Reinstated Initial Order
Rendering set	Standard

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Statistics:	
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Insertions	316
Deletions	220
Moved from	3
Moved to	3
Style changes	0
Format changes	0
Total changes	542

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

MOTION RECORD OF THE APPLICANT
(Returnable August 17, 2026)

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