



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

TUESDAY, THE 8TH

JUSTICE DUNPHY

)

DAY OF SEPTEMBER, 2026

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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.**

(collectively, the “**Debtors**”)

CRITICAL VENDOR ORDER

THIS MOTION, made by Goldhar & Associates Ltd. (“**Goldhar**”), in its capacity as the Court appointed monitor of the Debtors (in such capacity, the “**Monitor**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c C-36, as amended (the “**CCAA**”), for an order, among other things, authorizing the Monitor to pay pre-filing claims of critical vendors (“**Critical Vendors**”) was heard via videoconference this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Monitor, including the Second Report of the Monitor dated September 3, 2026 (the “**Second Report**”), and the appendices thereto, the Supplement to the

Second Report of the Monitor dated September 4, 2026 (the “**Supplement to the Second Report**”), and the appendices thereto, the Second Supplement to the Second Report of the Monitor dated September 7, 2026 (the “**Second Supplement to the Second Report**”), and the appendices thereto, and the Affidavit of Denna Jalili affirmed September 7, 2026 and on hearing the submissions of counsel for the Monitor, counsel for the Bank of Montreal (the “**Applicant**” or “**BMO**”), counsel for the Debtors, and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the certificates of service or affidavits of service, filed.

DEFINED TERMS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Second Report, the Supplement to the Second Report, and the Second Supplement to the Second Report and their appendices.

SERVICE

2. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Motion and the Motion Record is abridged and validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

AMENDMENT TO THE AMENDED AND RESTATED INITIAL ORDER

3. **THIS COURT ORDERS** that paragraph 9(a)(iv) of the Amended and Restate Initial Order is amended and replaced as follows:

“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;
- (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; and
- (iv) the Debtors and the Monitor shall be entitled but not required to pay an amount not to exceed the aggregate amount of \$1,000,000 in respect of obligations owing for goods and services supplied by critical vendors before the date of this Initial Order, as determined by the Monitor in its sole discretion;"

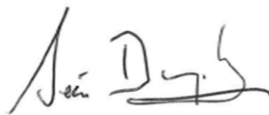
GENERAL

4. **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.

5. **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.

6. **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.

7. **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.



S. Dunphy J. . S.C.J.O. 2026/09/08

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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PROCEEDING COMMENCED AT
TORONTO

CRITICAL VENDOR ORDER

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