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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 1ST DAY
	)	
JUSTICE W.D. BLACK	)	OF OCTOBER, 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**")

CRO APPOINTMENT 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 approving the engagement of FAAN Advisors Group Inc. ("**FAAN**") to provide the services of Naveed Manzoor as Chief Restructuring Officer of the Debtors (the "**CRO**") was heard via videoconference this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Monitor, including the Pre-Filing Report of the Monitor dated August 6, 2026, the First Report of the Monitor dated August 14, 2026, the Supplement to the Monitor's Second Report dated September 4, 2026, the Second

Supplement to the Monitor's Second Report dated September 7, 2026, the Third Supplement to the Monitor's Second Report dated September 9, 2026 and the Third Report of the Monitor dated September 25, 2026 (the "**Third Report**") (collectively, the "**Monitor's Reports**"), the Affidavit of Daniel To sworn August 5, 2026, and on hearing submissions for counsel for the Monitor, counsel for the Bank of Montreal (the "**Applicant**" or "**BMO**"), 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 Third Report and its appendices or the Second Amended and Restated Initial Order of this Court dated September 10, 2026 (the "**SARIO**").

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.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

3. **THIS COURT ORDERS** that FAAN, acting through Naveed Manzoor, is hereby appointed as the CRO pursuant to the terms of this Order to and shall have the powers and obligations set out in the engagement agreement between the Monitor and FAAN dated September 25, 2026 (the "**CRO Engagement Agreement**").

4. **THIS COURT ORDER** that the CRO Engagement Agreement is hereby approved and that, subject to the terms of this Order, the CRO is hereby authorized to assist the

Debtors and the Monitor, and to do all things, carry out all actions and perform all duties as described in the CRO Engagement Agreement (collectively, the "**CRO Duties**").

5. **THIS COURT ORDERS** that, in exercising the CRO Duties:

(a) the CRO shall not be deemed to be a director, officer, trustee or employee of the Debtors;

(b) the CRO shall not, as a result of the performance of the CRO Duties in accordance with the terms herein, be deemed to be in possession of the Property and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof;

(c) the CRO shall not have any liability or obligation with respect to any losses, claims, damages or liabilities of any nature or kind to any Person, from and after the date of this Order, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO. The Applicants shall indemnify the CRO against obligations and liabilities that it may incur as CRO, except to the extent that the obligation and liability was incurred as a result of the CRO's gross negligence or wilful misconduct;

(d) any obligations of the Debtors to the CRO herein shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the *Bankruptcy and Insolvency Act*, R.S.C, 1985, c. B-3, as amended, in respect of any of the Debtors; and

(e) no action or other proceeding shall be commenced directly or by way of counterclaim, third party claim or otherwise, against or in respect of the

CRO, and all rights and remedies of any Person against or in respect of the CRO are hereby stayed and suspended, except with: (i) written consent of the CRO and the Monitor; or (ii) leave of this Court.

6. **THIS COURT ORDERS** that the CRO shall be paid its fees and disbursements in accordance with the CRO Engagement Agreement by the Debtors as part of the costs of these CCAA Proceedings. The Debtors are hereby authorized and directed to pay the accounts of the CRO on a weekly basis.

7. **THIS COURT ORDERS** that the CRO may from time to time apply to this Court for advice and directions in the discharge of its appointment and duties hereunder.

8. **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, to give effect to this Order and to assist the CRO in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the CRO as may be necessary or desirable to give effect to this Order or to assist the CRO and its agents in carrying out the terms of this Order.

9. **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.



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PROCEEDING COMMENCED AT
TORONTO

CRO APPOINTMENT ORDER

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Tel: 416-862-7525
Fax: 416-862-7661

Clifton Prophet
Tel: (416) 862-3509
Email: Clifton.prophet@gowlingwlg.com

Heather Fisher
Tel: (416) 369-7202
Email: heather.fisher@gowlingwlg.com

Sam Gabor
Tel: (403) 298-1946
Email: sam.gabor@gowlingwlg.com

Lawyers for the Monitor