Court File No. CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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 MONITOR

(returnable October 1, 2026)

September 25, 2026

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TO: THE SERVICE LIST

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TAB 1

Court File No. CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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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

Goldhar & Associates Ltd. ("**Goldhar**") was appointed as monitor of 13498140 Canada Inc. ("**Stratford Kia**"), 2717922 Ontario Inc. ("**Oakville Mitsubishi**"), 1000208180 Ontario Inc. ("**Stratford Nissan**"), 1000841404 Ontario Inc. ("**Mississauga Chrysler**"), Trinity Car Sales Inc. ("**Trinity Car Sales**"), 13517683 Canada Inc. ("**1351 Canada**"), 12332248 Canada Inc. ("**1233 Canada**"), 1000454978 Ontario Inc. ("**1000 Ontario**"), 1986096 Ontario Inc. ("**1986 Ontario**"), 1001087905 Ontario Inc. ("**1001 Ontario**"), Downtown Auto Centre Ltd. ("**Downtown Auto Centre**"), Trinity Car and Truck Rental Inc. ("**Trinity Car and Truck Rental**"), Trinity Auto Inc. ("**Trinity Auto Inc.**"), Larry Hudson Family Holdings Inc. ("**Hudson Family Holdings**"), and 1000493417 Ontario Inc. ("**Commercial Plaza**") (collectively, the "**Trinity Auto Group**", the "**Debtors**" or the "**Companies**") in such capacity, the "**Monitor**", will make a motion to a Judge presiding

over the Commercial List on Tuesday, October 1, 2026 at 10:00 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference.

THE MOTION IS FOR:

1. an Order substantially in the form attached as Tab "3" to the Monitor's Motion Record (the "**Omnibus Order**") to, among other things:

   (a) if necessary, abridge the time for service of the notice of motion and motion record and dispensing with service on any person other than those served;

   (b) extend the Stay Period (as defined below) up to and including November 27, 2026, or such further date as this Honourable Court may deem appropriate;

   (c) authorize the Debtors to borrow up to an aggregate amount of $5,000,000 pursuant to the terms of the Interim Financing Term Sheet (as defined below), as amended by a first amendment to the Interim Financing Term Sheet (the "**First Interim Financing Amendment**"), and granting a corresponding increase in the amount of the Interim Financing Charge (as defined below);

   (d) approve the extension of the maturity date of the Interim Financing Term Sheet (as defined below) until and including November 27, 2026;

(e) approve the fees and disbursements of the Monitor and its counsel, and approves the Monitor's Reports (as defined below) and the activities, action and conduct of the Monitor as set out therein;

(f) authorize the Monitor to remove Boban James ("**Boban**") and Godshi Boban ("**Ms. Boban**") from their positions as directors of the Debtors;

(g) declares that the Debtors meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the "**WEPP Regulations**"); and

2. an Order (the "**CRO Appointment Order**") substantially in the form attached as Tab "4" of the Monitor's Motion Record to, among other things:

(a) approve the engagement of FAAN Advisors to provide the services of Naveed Manzoor to act as Chief Restructuring Officer of the Debtors (the "**CRO**") pursuant to the terms of the CRO Engagement Letter dated September 25, 2026 (the "**CRO Engagement Letter**");

(b) order that the Debtors shall pay the fees and expenses of the CRO and his agents, delegates, representatives and advisors pursuant to the CRO Engagement Letter;

(c) order that the CRO and its agents, delegates, representatives and advisors:

(i) shall not be, or be deemed to be a, a director or employee of the Debtors and/or the Monitor;

(ii) shall not, as a result of its obligations in accordance with the CRO Appointment Order be deemed to be in possession of any of the Debtors' property; and

(iii) shall have no liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of the CRO Appointment Order except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct on the part of the CRO;

(d) orders that no proceeding shall be commenced or continued against or in respect of the CRO, except with the written consent of the CRO and the Monitor or with leave of this Court; and

(e) orders that the CRO and its agents, delegates, representatives and advisors shall be entitled to the benefit of a charge (the "**CRO Charge**") on the assets, property and undertaking of the Debtors (the "**Property**"), which charge shall not exceed an aggregate amount of $75,000, as security for their fees and disbursements. The CRO Charge shall have the same priority in relation to the Property as, and rank *pari passu* with, the Administration Charge as provided in paragraph 50 of the SARIO (as defined below). The CRO Charge shall constitute a "Charge" pursuant to the SARIO; and

3. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

Overview

1. The Debtors are comprised of 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.

2. As a result of continuing financial problems developed after a period of rapid expansion, the Bank of Montreal ("**BMO**" or the "**Interim Lender**"), a secured creditor of the Debtors, commenced these proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**").

3. As a result, on August 7, 2026, the Applicants sought and obtained an order (the "**Initial Order**" which, among other things:

    a. declared that the Debtors' are companies to which the CCAA applies;

    b. granted an initial stay of proceedings in respect of the Debtors up to and including August 17, 2026 (the "**Stay Period**"):

    c. appointed Goldhar as Monitor, in these CCAA proceedings, with enhanced powers;

d. granted certain Court ordered charges including an administration charge up to the maximum amount of $250,000 (the "**Administration Charge**") to secure fees and disbursements of the Monitor, counsel to the Monitor and counsel to the Debtors; and

e. authorized and empowered the Debtors to obtain and borrow under an interim financing term sheet from BMO up to the maximum principal amount of $500,000 (the "**Interim Financing Term Sheet**", and the Court ordered charge contemplated thereby, the "**Interim Lender's Charge**").

4. On August 17, 2026, the Monitor sought and obtained the Amended and Restated Initial Order (as amended, the "**ARIO**") which, among other things: (a) extended the Stay Period up to and including October 30, 2026; (b) increased the maximum amount of the Administration Charge to $750,000; and (c) approved an increase of the availability under the Interim Financing Term Sheet to $3,500,000 and granting a corresponding increase to the Interim Lender's Charge.

5. On September 10, 2026, the Monitor sought and obtained the Second Amended and Restated Initial Order (as amended, the "**SARIO**") which, among other things: (a) approved a key employee retention plan ("**KERP**") and granted a corresponding charge up to the maximum amount of $250,000 to secure payment under the KERP; (b) approved a charge in favour of the Sales Agent (as defined below) up to the maximum amount of $600,000; and (c) authorized the Monitor, with the consent of BMO, to make certain payments on account of goods and services supplied to the Debtors prior to the date of the Initial Order.

6. Further, on September 10, 2026, the Monitor sought and obtained the SISP Order which, among other things: (a) approved a sale and investment solicitation process (the "**SISP**"); and (b) approved the appointment of BDO Transaction Advisory Services Inc. (the "**Sales Agent**") to administer and manage the SISP, with the oversight of the Monitor.

Stay Extension

7. The Stay Period currently expires on October 30, 2026.

8. The Monitor is seeking a further extension up to and including November 27, 2026 or such further date as this Honourable Court may deem appropriate.

9. The Monitor requires an extension of the Stay Period in order to, among other things:

   a. continue to implement the SISP;

   b. negotiate a transaction(s) with prospective purchaser(s);

   c. continue to review the Flagged TD Transactions (as defined in the Third Supplement to the Second Report of the Monitor dated September 9, 2026, the "**Third Supplement to the Second Report**") and the remaining transactions in respect of the TD accounts;

   d. implement the KERP; and

   e. continue to exercise the powers granted to it under the SARIO.

10. The Monitor believes that the Debtors' stakeholders will not be prejudiced by the proposed extension of the Stay Period.

11. The Monitor has acted and continues to act in good faith and with due diligence in respect of all matters relating to these CCAA proceedings. BMO is supportive of the proposed extension to the Stay Period.

Amendment to Interim Financing Term Sheet

12. The Debtors will continue to require interim financing to fund their operations during the proposed extension of the Stay Period. Access to additional interim financing is necessary to the Debtors' ongoing working capital requirements and the cost of these proceedings.

13. On September 25, 2026, the Interim Lender and the Debtors entered into the First Interim Financing Amendment. The First Interim Financing Amendment amends the following provisions of the Interim Financing Term Sheet:

    a. extends the "Maturity Date" from November 6, 2026 to November 27, 2026; and

    b. increases the "Maximum Amount" from $3,500,000 to $5,000,000.

Activities and Accounts of the Monitor and its Counsel

14. The Monitor has filed reports prior to, and during these CCAA proceedings (collectively, the "**Monitor's Reports**"). The Monitor's Reports set out a description of the activities which have been undertaken by the Monitor during the CCAA

proceedings. The actions, activities and conduct of the Monitor set out in the Monitor's Reports have been undertaken in accordance with the Initial Order (as amended) and are in the best interest of the Debtors' estates.

15. The Monitor is seeking approval by this Honourable Court of its actions, activities and conduct up to and including September 25, 2026 and approval of the professional fees and disbursements incurred by the Monitor from August 7, 2026 to September 6, 2026 and its legal counsel from July 22, 2026 to September 18, 2026, each as described in the Third Report of the Monitor dated September 25, 2026 (the "**Third Report**").

16. As set out in the Third Report, the Monitor, with the assistance of its counsel, has acted in good faith, with diligence and has acted in a commercially reasonable manner.

17. The Monitor's and its counsel's fees and disbursements are fair and reasonable and have been properly incurred.

Removal of Directors

18. As at the date of the Initial Order, Boban was the President and a director of each of the Debtors and Ms. Boban was the director of 6 of the Debtor entities. Boban is also the 100% shareholder in each of the Debtors.

19. On August 25, 2026, the Monitor terminated Boban and Ms. Boban from their employment.

20. As set out in the Third Supplement to the Second Report, between July 28 and August 6, 2026, Boban transferred $769,659.95 from the Companies' TD accounts to accounts at TD controlled by Susan Smith.

21. As set out in the Third Report, Ms. Boban did not perform any employee or management functions at the Companies' dealership operations.

22. The Monitor seeks the removal of Boban and Ms. Boban as directors of the Debtors (as applicable).

WEPP Relief

23. During these CCAA proceedings the Monitor has terminated a number of the Debtors' employees. Those terminated employees may have claims for unpaid wages, vacation pay, bonuses, severance and termination pay.

24. In accordance with the guidance those terminated employees received from the Monitor, those terminated employees have filed or intend to file claims under the Wage Earners Protection Program ("**WEPP**").

25. Absent their ability to access the WEPP, those terminated employees will receive a minimal or nil recovery on account of their eligible employment related claims.

26. Accordingly, the Monitor seeks an order declaring that the Debtors meet the criteria prescribed by section 3.2 of the WEPP Regulations. This relief will, in accordance with the framework established under the *Wage Earners Protection Program Act*

(Canada), enable the Debtors' terminated employees to seek recovery under the WEPP to the extent they have eligible claims.

Appointment of CRO

27. On September 25, 2026, the Debtors and the proposed CRO entered into the CRO Engagement Letter.

28. It is appropriate to approve the CRO Engagement Letter and the appointment of the CRO pursuant thereto as the experience and expertise of the CRO will be beneficial to the Debtors and their stakeholders in seeking a positive outcome in these CCAA proceedings. The CRO is very experienced in restructuring proceedings of this nature.

29. The Monitor and BMO have reviewed the proposed fees and disbursements of the CRO set out in the CRO Engagement Letter and believe them to be fair and reasonable.

30. The Monitor seeks approval of the CRO Charge in the amount of $75,000 to secure the fees and disbursements of the CRO as set out in the CRO Engagement Letter. The CRO Charge will rank *pari passu* to the Administration Charge.

Other Grounds

31. The provisions of the CCAA, including sections 11.02, 11.52, 36(1);

32. The provisions of the *Wage Earner Protection Program Act*, including sections 5(1)(b)(iv) and 5(5), and the *Wage Earner Protection Program Regulations*, including section 3.2;

33. Rules 1.04(1), 2.01(1), 2.03, 3.02, 37 and 39 of the Rules of Civil Procedure, RSO 1990, Reg 194;

34. The inherent and equitable jurisdiction of this Court; and

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

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

36. The First To Affidavit sworn August 5, 2026;

37. The pre-filing report of the proposed Monitor dated August 6, 2026;

38. The First Report of the Monitor dated August 14, 2026;

39. The Second Report of the Monitor dated September 3, 2026;

40. The Supplement to the Second Report of the Monitor dated September 4, 2026;

41. The Second Supplement to the Second Report of the Monitor dated September 7, 2026;

42. The Third Supplement to the Second Report of the Monitor dated September 9, 2026;

43. The Third Report of the Monitor dated September 25, 2026; and

44. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 25, 2026

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Lawyers for the Monitor

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Lawyers for the Monitor

TAB 2

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

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THIRD REPORT OF GOLDHAR & ASSOCIATES LTD. AS THE CCAA MONITOR

September 25, 2026

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Appendix B - Revised Cash Flow Forecast, August 29, 2026, to November 27, 2026

Appendix C - Cumulative Budget to Actual Comparison for the Period Ended September 18, 2026

Appendix D – Third Supplement to the Second Report of the Monitor

Appendix E – CRO Engagement Letter

Appendix F – Goldhar Fee Affidavit

Appendix G – Gowling Fee Affidavit

INTRODUCTION

1. On August 7, 2026 (the "**Filing Date**"), upon application (the "**CCAA Application**") by the Bank of Montreal ("**BMO**" or the "**Applicant**") in its capacity as senior secured lender to 13498140 Canada Inc. ("**Stratford Kia**"), 2717922 Ontario Inc. ("**Oakville Mitsubishi**"), 1000208180 Ontario Inc. ("**Stratford Nissan**"), 1000841404 Ontario Inc. ("**Mississauga Chrysler**"), Trinity Car Sales Inc. ("**Trinity Car Sales**"), 13517683 Canada Inc. ("**1351 Canada**"), 12332248 Canada Inc. ("**1233 Canada**"), 1000454978 Ontario Inc. ("**1000 Ontario**"), 1986096 Ontario Inc. ("**1986 Ontario**"), 1001087905 Ontario Inc. ("**1001 Ontario**"), Downtown Auto Centre Ltd. ("**Downtown Auto Centre**"), Trinity Car and Truck Rental Inc. ("**Trinity Car and Truck Rental**"), Trinity Auto Inc. ("**Trinity Auto Inc.**"), Larry Hudson Family Holdings Inc. ("**Hudson Family Holdings**"), and 1000493417 Ontario Inc. ("**Commercial Plaza**") (collectively, the "**Trinity Auto Group**", or the "**Companies**"), the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued an order (the "**Initial Order**") granting protection to the Companies from their creditors under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**"). Pursuant to the Initial Order, Goldhar & Associates Ltd. ("**Goldhar**") was appointed as monitor of the Companies (in such capacity, the "**Monitor**").

2. Among other things, pursuant to the Initial Order, the Court granted:

    (a) an initial stay of proceedings up to and including August 17, 2026 (the "**Initial Stay Period**") to allow Trinity Auto Group an opportunity to restructure their business;

    (b) a declaration that each Trinity Auto Group entity is a debtor company to which the CCAA applies;

    (c) the appointment of Goldhar as Monitor, in these CCAA proceedings (the "**CCAA Proceedings**") with enhanced powers;

    (d) authorization of the wind-down and orderly liquidation of the business carried on by the Companies operating as London Used Car Superstore,

without application of the monetary disposition limits otherwise applicable under the Initial Order, and without further Court order;

(e) certain court-ordered charges granted by the Court to secure fees and disbursements of the Monitor, counsel to the Monitor, and counsel to the Companies; and

(f) approval of interim financing from BMO allowing the Monitor to borrow, on behalf of the Companies, amounts required to fund the Companies' working capital needs and expenses and the granting of a charge to secure such interim financing, all on terms provided for in the Interim Financing Term Sheet.

3. The Initial Order contemplated a comeback application on August 17, 2026 (the "**Comeback Hearing**") at which time the Applicant sought an Amended and Restated Initial Order (the "**ARIO**").

4. At the Comeback Hearing, the Court granted the ARIO. Amongst other things, the ARIO:

(a) extended the stay period until and including October 30, 2026 (the "**Stay Period**")

(b) approved an increase to the Administration Charge up to the maximum amount of $750,000;

(c) approved an increase to the Monitor's Borrowing Charge up to the maximum amount of $3,500,000 (plus interest, costs and fees);

(d) authorized continued payments to BMO under the existing floor plan arrangements once the Monitor confirmed the validity of BMO's security; and

(e) authorized continued payments to Leggat under ongoing leasing agreements with the Companies.

5. On September 8, 2026, the Monitor sought and obtained an order to make pre-filing payments to certain critical vendors.

6. On September 10, 2026 the Monitor sought and obtained, amongst other things:

(a) the SISP Process Approval Order which, amongst other things:

(i) approved a proposed sales and investment solicitation process (the "**SISP**");

(ii) approved the appointment of BDO Canada Transaction Advisory Services Inc. (the "**Sales Agent**") to administer and manage the SISP with the oversight of the Monitor;

(iii) approve the Sale Agent Engagement (as defined in the Second Report);

(b) the Second Amended and Restated Initial Order (the "**SARIO**") which, amongst other things:

(i) authorized the wind-down and orderly liquidation of the business carried on by the Companies operating as Mississauga Used Car Superstore;

(ii) approved a charge in favour of the Sales Agent, up to the maximum of $600,000;

(iii) authorized the Monitor, with the consent of BMO to make payments for certain goods and services supplied to the Companies prior to the date of the Initial Order; and

(iv) approved a key employee retention plan (the "**KERP**").

7. To date, the Monitor has provided the Court with the following reports (collectively, the "**Monitor's Reports**"):

(a) the Pre-Filing Report of the Proposed Monitor filed August 6, 2026 (the "**Pre-Filing Report**") in connection with the Applicant's application for protection under the CCAA;

(b) the First Report of the Monitor filed August 14, 2026 (the "**First Report**") in connection with BMO's application for the ARIO;

(c) the Second Report of the Monitor filed September 3, 2026 (the "**Second Report**"), the supplement to the Second Report dated September 4, 2026 (the "**First Supplement**"), the second supplement to the Second Report dated September 7, 2026 (the "**Second Supplement**") and the third supplement to the Second Report dated September 9, 2026 (the "**Third Supplement**", together with the Pre-Filing Report and the First Report, the "**Previous Reports**") in connection with the SISP Process Approval Order and the SARIO.

8. The Pre-Filing Report, the First Report, the Second Report, First Supplement, Second Supplement and Third Supplement can be found on the Monitor's website (the "**Case Website**"): https://goldhar.ca/corporate-engagements/trinity-automotive-group

PURPOSE

9. The purpose of this third report of the Monitor (the "**Third Report**") is to provide information to the Court with respect to:

(a) the activities of the Monitor since the Second Report;

(b) the Companies' actual cash flow results for the 3-week period ended September 18, 2026, versus the budgeted results for that period, as outlined in the Companies' consolidated cash flow forecast for the period of August 29, 2026, to November 27, 2026 (**"Revised Cash Flow Period"**), which was attached as Appendix "C" to the First Supplement ("**Revised Cash Flow Forecast**");

(c) the Monitor's motion to the Court returnable October 1, 2026 (the "**Monitor's Application**"), seeking the following:

(i) an order (the "**Omnibus Order**"), amongst other things:

I. extending the stay of proceedings from the SARIO to November 27, 2026, or such further date as this Honourable Court may deem appropriate (the "**Stay Period**");

II. approving an increase to the amount secured by the Monitor's Borrowing Charge up to the maximum of $5,000,000 (plus interest, costs and fees) pursuant to the first amendment to the interim financing term sheet dated September 24, 2026 (the "**First Amended Interim Financing Term Sheet**");

III. approving the fees and disbursements of the Monitor and its counsel, and approving the activities, actions and conduct of the Monitor as set out in the Monitor's Reports;

IV. authorizing the Monitor to remove Boban James ("**Boban**") and Godshi Boban ("**Ms. Boban**") from their positions as directors of the Companies (as applicable);

V. declaring that the Companies meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222; and

(ii) an order (the "**CRO Appointment Order**"), amongst other things:

I. approving the engagement of FAAN Advisors to provide the services of Naveed Manzoor to act as Chief Restructuring Officer of the Companies (the "**CRO**");

II. providing that the CRO shall be entitled to the benefit of a charge (the "**CRO Charge**") on the assets, property and undertaking of the Companies, which charge shall not exceed the aggregate amount of $75,000, as security for their fee and disbursements, which CRO Charge will rank *pari passu* with the Sales Agent Charge as provided in paragraph 50 of the SARIO; and

(d) the Monitor's recommendations on the relief sought.

10. The Initial Order, ARIO, SARIO and Monitor's Previous Reports, and all other materials filed with the Court in these CCAA Proceedings are accessible on the Case Website.

TERMS OF REFERENCE

11. In preparing this Third Report, the Monitor has relied on certain unaudited financial information, the Company's books and records, the Affidavit of Daniel To sworn August 5, 2026 (the "**To Affidavit**"), discussions with the Applicant, discussions with the Companies management ("**Management**") and information from other third-party sources (collectively, the "**Information**").

12. The Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information in such a manner that would wholly or partially comply with standards as set out in the Chartered Professional Accountants Canada Handbook (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance in respect of such Information.

13. Unless otherwise indicated, the Monitor's understanding of the factual matters expressed in the Third Report concerning the Companies and their business is based on the Information, and not independent factual determinations made by the Monitor.

14. All monetary amounts contained herein are expressed in Canadian dollars.

15. This Third Report should be read in conjunction with the To Affidavit and the Monitor's Reports, which can be found on the Case Website and contains background information with respect to the Companies' business and operations as well as matters leading up to the commencement of the CCAA Proceedings.

16. Capitalized words and phrases not defined in this Monitor's Report shall have the meanings given in the Monitor's Reports (as applicable).

ACTIVITIES OF THE MONITOR

17. Since the date of the Second Report and supplements thereto, the Monitor has:

    (a) continued to update the Case Website;

(b) met with Management regarding the CCAA Proceedings and terminated the employment of certain management employees;

(c) terminated certain other staff determined by the Monitor to be unnecessary to the ongoing operations of the Companies;

(d) engaged in multiple treasury function discussions with representatives of BMO and Toronto Dominion Bank (**"TD"**) regarding change of signing authorities and other authorizations;

(e) continued daily discussions, correspondence and in-person meetings (if necessary) with the general managers (**"GM(s)"**) and/or general sales managers (**"GSM(s)"**) of the Dealerships and managers of the Ancillary Operations;

(f) continued to have discussions with representatives of the original equipment manufacturers (**"OEM(s)"**) and Ontario Motor Vehicle Industry Council (**"OMVIC"**);

(g) assisted management in OMVIC's normal course reviews;

(h) engaged in discussions with the Department of Finance ("**DOF**") and Canada Revenue Agency ("**CRA**");

(i) contacted the Companies' retail auto finance lenders, requesting the continued support of the Dealerships;

(j) contacted financial institutions to determine if any accounts associated with the entities in the CCAA Proceedings were opened, and if so, to request information and access to the accounts;

(k) held various discussions with the Applicants, Applicant's counsel, Debtor's counsel and the Monitor's counsel with regards to the CCAA Proceedings;

(l) reviewed and updated outstanding sold-in-violation (**"SIV(s)"**) vehicle amounts;

(m) continued normal floor plan facility activity including the chatteling and repayment of new and used vehicles;

(n) worked with Management to assess and monetize, where beneficial, the Ancillary Operations' lease vehicle fleet;

(o) completed the orderly shutdown and liquidation of the LUCS dealership;

(p) started the orderly shutdown and liquidation of the MUCS dealership;

(q) investigated numerous matters, irregularities, and concerns raised by employees of the Companies;

(r) began review of personnel with the assistance of the GMs and/or GSMs, as regarding proposed new personnels needed across the dealerships;

(s) continued to assist the Companies with stakeholder communications;

(t) participated in various discussions with various stakeholders regarding operations and CCAA Proceedings;

(u) attended the hearing for the SISP Process Approval Order and the SARIO;

(v) prepared for the SISP in consultation with the Sales Agent and counsel, including drafting the SISP process letter, and assisting with marketing activities and materials;

(w) sourced and compiled the Companies' financial and operational information required for the virtual data room;

(x) held various discussions with various prospective purchasers and/or their respective counsel regarding the CCAA Proceedings and potential next steps, including the SISP;

(y) initiated the SISP;

(z) initiated the KERP and advised the Key Employees of the same; and

(aa) prepared this Third Report.

18. In the sections to follow, the Monitor would like to highlight to the Court some of the key matters relating to the activities of the Monitor since the Second Report (as supplemented).

UPDATE ON THE SISP

19. Immediately after SISP Process Approval Order, the Sales Agent, with the assistance of the Monitor, began to implement the SISP. As more particularly described in the Second Report, the purpose of the SISP is to solicit interest that may result in one or more of a restructuring, recapitalization or other form of reorganization of the business and affairs of the Companies as a going concern, or a sale of all, substantially all or one or more components of the Property and Business operations of the Companies, whether as a going concern or otherwise, and in one or more transactions (the "**Opportunity**").

20. The Sales Agent, with the assistance of the Monitor prepared an initial list of persons who may have interest in the Opportunity. The Sales Agent, with the assistance of the Monitor, also created a virtual data room respecting the Opportunity.

21. On September 11, 2026, the Sales Agent began formal marketing efforts with regards to the Opportunity.

22. To date, the Sales Agent has distributed a teaser letter to approximately 259 parties and has entered into 15 non-disclosure agreements with interested parties. The Sales Agent and the Monitor have also had communications with various interested parties to answer questions or to engage in negotiations.

23. The Sales Agent and/or the Monitor have also posted notice of the SISP, the procedures contemplated thereby and the teaser letter on the Case Website, all in accordance with the SISP.

24. Pursuant to the SISP, non-binding expressions of interest from prospective purchasers are due by Friday, October 9, 2026.

PROSPECTIVE COMMERCIAL PLAZA SALE

25. Prior to the CCAA Proceedings, the Companies had been working with a prospective purchaser ("**Prospective Commercial Plaza Purchaser**") to close on the sale of the

Commercial Plaza, a fully tenanted commercial property located at 222 Advance Blvd, Brampton, ON.

26. The Prospective Commercial Plaza Purchaser had submitted a purchase and sale agreement to the Companies (the "**PSA**"). As of the date of the Initial Order the PSA was not executed.

27. As of the date of the Third Report, the Monitor: (i) is working with parties claiming security over the Commercial Plaza to complete a security review[1]; (ii) commissioned an appraisal to be prepared by Avison Young on August 25, 2026, to assist in determining if the PSA is a fair and commercially reasonable offer; and (iii) is working with the Prospective Commercial Plaza Purchaser to obtain a Phase II environmental report to clear the last major condition on the PSA. As described below, the Monitor is also reviewing marketing strategies for the Companies' non-core real estate generally.

AMENDMENT TO THE INTERIM FINANCING TERM SHEET

28. The Interim Financing Term sheet provides the Companies with availability for up to the maximum amount of $3,500,000. Borrowings under the Interim Financing Term Sheet are secured by the super priority Interim Financing Charge on all of the Companies' Property, granted in favour of BMO.

29. On or about September 25, 2026, BMO and the Monitor, on behalf of the Companies entered into the First Amended Interim Financing Term Sheet, which amongst other things: (a) increases the maximum availability thereunder from $3,500,000 to $5,000,000; and extends the maturity date to November 27, 2026, and, (ii) amends the Events of Default by adding provisions triggering default if the Interim Lender determines that expressions of interest or binding bids (as applicable) received through the SISP are not acceptable. Attached hereto as **Appendix "A"** is a copy of the First Amended Interim Financing Term Sheet and a blackline against the Interim Financing Term Sheet previously approved, reflecting changes.

[1] Counsel to the Monitor has already opined that BMO holds a valid and enforceable first mortgage over the Commercial Plaza. The Monitor's review concerns a subordinate mortgage.

30. The Revised Cash Flow Forecast set out in the First Supplement indicates an increase to the maximum available limit under the Interim Financing Term Sheet will be required by October 2, 2026.

31. The Monitor is seeking approval of the First Amended Interim Financing Term Sheet and corresponding amendments to the SARIO to authorize borrowings under the Interim Financing Term Sheet and increase the Interim Financing Charge to $5,000,000 to account for the projected funding required during the Revised Cash Flow Period. The Interim Financing Charge will continue to secure all obligations outstanding under the Interim Financing Term Sheet (as amended).

32. The Monitor is of the view that the Amended Interim Financing Term Sheet and proposed amendments to the SARIO are reasonable and necessary in the circumstances, as the Companies require the liquidity to operate during the Revised Cash Flow Period. The Monitor is of the further view that the added events of default are also reasonable in the circumstances, given BMO's position as both DIP lender and senior secured creditor.

RECEIPTS AND DISBURSEMENTS FOR REPORTING PERIOD

33. Since the date of the Initial Order, the Monitor has monitored the Companies' receipts and disbursements on a weekly basis, including a review of forecast to actual variance analyses.

34. The Monitor's First Supplement attached the Cash Flow Forecast for the 13-week period from August 29, 2026, to the week ending October 20, 2026. There was a clerical error in the Revised Cash Flow Forecast, namely the date in week 13 should have been November 27, 2026 (vs. November 20, 2026, repeated). The Monitor has corrected that error, and a copy of the corrected Revised Cash Flow Forecast is attached hereto as **Appendix "B"**.

35. The Monitor has reviewed the actual cash flow from operations for the 3-week period ended September 18, 2026 (the "**Second Review Period**"), through monitoring the banking activities of the Companies. A copy of the cumulative budget to actual

comparison for the period ended September 18, 2026, is attached hereto as **Appendix "C"**.

36. The Companies' actual cash flow from operations for the Second Review Period were above the projected cash usage as set out in the Cash Flow Forecast for that same period by approximately $1,258,175. This positive variance is primarily attributable to timing differences, as outlined below (variances over $75,000 are noted below):

    (a) the positive variance is largely due to the:

        (i) **Floor Plan Payments –** the favourable variance of approximately $4,892,295 is attributed to both lower overall vehicle sales and an advance of funds for true-up of Day 1 overdraft balances by BMO;

        (ii) **Lien Payouts** – the favourable variance of approximately $847,700 is due to decreased number of trade-in vehicles versus budget which is consistent with the delay in vehicle sales noted below;

        (iii) **Critical Vendor Payments** – critical vendors have been paid but some cheques remain uncashed as of the date of this report in the amounts of approximately $487,750;

        (iv) **Professional & Restructuring Costs** – the favourable variance of approximately $254,944 is due to delays in paying legal counsel & restructuring professional fees. This timing variance will be reversed in the weeks to follows;

        (v) **Parts Purchase** – cumulative favourable variance of $217,771 is consistent with lower parts and service sales, as the Companies were unable to purchase parts as forecast during this period;

        (vi) **Finance Product Costs** – product costs are sold as a part of vehicle sales (e.g. warranties and protection plans), the cumulative favourable variance of approximately $147,863 is

attributed to lower vehicle and F&I sales during the period;

(b) the positive variances noted above are partially offset by:

(i) **Used Vehicle Sales** – similar to new vehicles, the cumulative unfavourable balance of $2,249,195 is largely due to lower than forecast used vehicle sales particularly due to marketing and advertising issues, retail financing portal constraints and reduced sales staff at Mississauga Chrysler;

(ii) **New Vehicle Sales** – the cumulative unfavourable balance of approximately $1,176,466 is largely due to lower than forecast new vehicle sales particularly due to marketing and advertising issues, retail financing portal constraints and reduced sales staff at Mississauga Chrysler;

(iii) **Vehicle Purchase** – the cumulative unfavourable variance of approximately $703,551 reflects vehicle purchases and dealer trades during the period for immediate resale to the customers or through auction that were not separately forecasted in the Revised Cash Flow Forecast;

(iv) **HST Collected** – the unfavourable variance of $544,469 is a result of lower than forecast vehicle sales & parts and service sales;

(v) **Parts and Services Sales** – the unfavourable variance of approximately $430,727 is primarily due to the Companies' inability to order parts, specifically at Mississauga Chrysler. As of the date of this Report, Stellantis has only now begun to ship parts;

(vi) Payroll (including taxes) – the unfavourable variance of approximately $261,389 is due to forecasting error in the cash flow model;

(vii) **F&I Revenue**[2] – the unfavourable variance of approximately $200,375 reflects the lower New & Used vehicle sales volume resulting is less F&I Revenue; and

(viii) **Other Revenue – Ancillary Operations** – the unfavourable variance of approximately $132,807 is a result of lower than forecast Ancillary Operations revenue largely due to the inability to purchase parts for body shop work, similarly to Dealership parts & service sales. As a result, the Ancillary Operations were unable maintain forecast levels of revenue.

37. As noted above, a summary of the variance analysis is set out in **Appendix "C"** to this Third Report.

TD FLAGGED TRANSACTIONS

38. As noted in the Third Supplement the Monitor has identified other accounts not previously disclosed by the Companies and is examining certain transactions. A copy of the Third Supplement is attached hereto as **Appendix "D"** for convenience of reference.

39. As such, the Monitor is continuing to work with the various financial institutions to seek access to these identified accounts in order to determine the actual quantum of funds available to the Companies and the status of those funds.

40. The Monitor has worked collaboratively with TD, BMO, and Susan Smith to obtain the return of substantially all of the Flagged Funds.

REMOVAL OF DIRECTORS

41. As at the date of the Initial Order, Boban was the President and a director of each of the Debtors and Ms. Boban was the director of 6 of the Debtor entities. Boban is also the 100% shareholder in each of the Debtors.

42. To date, Boban has been unable to identify the cause of the vehicles "sold-in-violation" ("**SIVs**") or explain the use of the relevant proceeds, which, at the date of the Initial

[2] "F&I" means financing and insurance.

Order amounted to approximately $13 million in SIVs. As of the date of this Third Report, the value of SIVs is approximately $17 million (crystallized SIV figure at date of filing of the CCAA Proceedings).

43. Ms. Boban was identified as an employee of the Companies at the time of the Initial Order. Following the Comeback Hearing, through discussions with Management and other employees of the Companies, the Monitor determined that Ms. Boban did not perform employee or management functions at the Companies' dealership operations.

44. On August 25, 2026, the Monitor terminated Boban and Ms. Boban from their employment.

45. Additionally, as set out in the Third Supplement to the Second Report, between July 28 and August 6, 2026, Boban transferred $769,659.95 (the Flagged Funds) from the Companies' TD accounts to accounts at TD controlled by Susan Smith, the former CFO of the Companies.

46. It is the Monitor's opinion that the removal of Boban and Ms. Boban as directors of the Companies is necessary and appropriate. Their continued incumbency as directors would threaten to impair the ability of the Companies to restructure through the SISP and generally. The Monitor is particularly of this view given the uncontradicted facts reported in the Third Supplement concerning the non-arm's length transfers of significant funds by Boban on the eve of the CCAA filing and in view of the unaccounted for SIV balances.

APPOINTMENT OF CRO

47. The proposed CRO Appointment Order seeks approval of the CRO Engagement Letter and the appointment of FAAN Advisors ("**FAAN**") as Chief Restructuring Officer. Naveed Manzoor ("**Manzoor**") who is the Managing Director of FAAN and will have carriage of this mandate is an experienced restructuring professional having served in many similar roles in prior restructurings and is well known the Court.

48. The CRO Engagement Letter was entered into among the Monitor, on behalf of the Companies and Manzoor on September 25, 2026, and a copy is attached hereto as

Appendix "E". Without limiting the rights and authorizations granted to the CRO by the proposed CRO Appointment Order, the CRO Engagement Letter contemplates that the CRO will be responsible for, amongst other things:

(a) assist the Companies and the Monitor during the CCAA Proceedings;

(b) serve as the Companies' primary contact with and working closely with the Monitor and other professionals involved in the CCAA Proceedings;

(c) deal with other key stakeholders in the CCAA Proceedings as necessary, including the Bank of Montreal; and

(d) provide other services as customarily provided by the CRO of a company, and agreed to by FAAN, that is not duplicative of work others are performing for the Companies.

49. In relation to the CRO Engagement Letter, the Monitor notes that:

(a) FAAN shall earn a monthly fee in the amount of $25,000 as a Monthly Work Fee, plus HST, and an hourly rate for time spent above 35 hours per month; and

(b) FAAN shall be entitled to reimbursement of reasonable out-of-pocket expenses incurred in connection with the services provided.

50. The Monitor is of the view that the scope of the services and the fees contemplated the CRO Engagement Letter are appropriate in the circumstances, and that the terms of the CRO Engagement Letter are otherwise reasonable and consistent with comparable engagements.

51. To secure the contemplated fees and expenses of the CRO, the Monitor is seeking the CRO Charge in the aggregate amount of $75,000, on the property of the Companies, to secure the fees set out in the CRO Engagement Letter.

52. The Monitor is of the view that the proposed CRO Charge:

(a) is appropriate and necessary in the circumstances to ensure that the proposed CRO is afforded security while performing its duties as set out in the CRO Engagement Letter;

(b) quantum is modest and reasonable, having regard to the size and complexity of the Companies' assets and operations; and

(c) is consistent with charges routinely approved by Canadian courts in comparable CCAA proceedings.

53. The CRO Charge is proposed to rank *pari passu* with the Sales Agent Charge and in priority to the Interim Lender's Charge, but ahead of the D&O Charge and the KERP Charge.

REQUEST FOR APPROVAL OF FEES AND DISBURSEMENTS

54. The Monitor and its counsel, Gowling, have maintained detailed records of their professional time and disbursements prior to and since the Initial Order was granted.

55. The total fees of Goldhar during the period from August 7, 2026 to September 6, 2026 (the "**Goldhar Fee Period**"), amount to $403,128.63, together with disbursements and applicable taxes (collectively, the "**Goldhar Accounts**"). The Goldhar Accounts reflect an average hourly rate of $574.08. These amounts represent the professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix "F"** is the Affidavit of Evan MacKinnon sworn September 24, 2026 in respect of the Goldhar Accounts.

56. The total fees of Gowling during the period from July 22, 2026 to September 18, 2026 (the "**Gowling Fee Period**"), amount to $430,332.25, together with disbursements and applicable taxes (collectively, the "**Gowling Accounts**"). The Gowling Accounts reflect an average hourly rate of $921.09. These amounts represent the professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix "G"** is the Affidavit of Heather Fisher sworn September 25, 2026 in respect of the Gowling Accounts.

57. The Monitor has reviewed the Gowling Accounts and confirms that the services reflected therein have been duly authorized and duly rendered and that, in the Monitor's opinion, the charges are reasonable.

STAY EXTENSION

58. The current Stay Period is set to expire on October 30, 2026. The Monitor is requesting an extension of the current Stay Period to November 27, 2026.

59. The Monitor is seeking the extension of the Stay Period for the following reasons;

    (a) the Companies are acting in good faith and with due diligence;

    (b) additional time will be required to implement the SISP and provide a reasonable opportunity for potential purchaser to submit bids pursuant to the SISP timelines; and

    (c) granting an extension of the Stay Period should not materially prejudice any creditor of the Companies as the Cash Flow Forecast reflects that the Companies, are projected to have sufficient funding to continue to operate in the normal course through the proposed stay extension period, provided the increase to the Interim Financing Facility sought by the Monitor is granted.

WEPP

60. Subsection 5(1) of the Wage Earner Protection Program Act, S.C. 2006, c. 47 s. 1, as amended (the "**WEPP Act**"), provides that an individual is eligible to receive payment under the Wage Earner Protection Program if, among other things:

    (a) the individual's employment is ended for a reason prescribed by regulation;

    (b) the individual is owed eligible wages by a former employee;

    (c) the former employer is subject to proceedings under the CCAA; and

    (d) a court determines under subsection 5(5) of the WEPP Act that the criteria prescribed by the Wage Earner Protection Program Regulations, SOR/2008-222 (the "**WEPP Regulation**") are met.

61. Section 3.2 of the WEPP Regulation provides that the Court "may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations".

62. As discussed in prior Monitor's Reports, after the date of the Initial Order approximately ten (10) employees were terminated, including Boban and Ms. Boban. The proposed WEPP Act declaration is intended to ensure that the Companies' former employees who may be eligible are able to access benefits, such as termination and severance pay, under the WEPP Act at the earliest opportunity.

63. The Monitor requests a declaration that the Companies are a "former employer" for the purposes of subsection 5(5) of the WEPP Act. If such declaration is made, the Monitor will work to identify all employees that may be eligible for payments under the WEPP Act (up to the maximum amount of approximately $1.3 million, given the limits applicable under the program) and assist eligible individuals in applying under the Wage Earner Protection Program.

CONCLUSION

64. For the reasons set out above, the Monitor is of the view that the relief sought in this application is reasonable and respectfully recommends that the relief sought be granted.

All of which is respectfully submitted this 25th day of September 2026.

GOLDHAR & ASSOCIATES LTD, in its capacity as Proposed Monitor of the Trinity Auto Group, and not in its corporate or personal capacity.



Evan MacKinnon, CFA, CIRP, LIT
Senior Managing Director

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September 25, 2026

1000493417 Ontario Inc.
Trinity Car Sales Inc.
13498140 Canada Inc. o/a Stratford Kia
2717922 Ontario Inc. o/a Oakville Mitsubishi
1000208180 Ontario Inc. o/a Stratford Nissan
1000841404 Ontario Inc. o/a Mississauga Chrysler
13517683 Canada Inc.
12332248 Canada Inc.
1000454978 Ontario Inc.
1986096 Ontario Inc.
1001087905 Ontario Inc.
Larry Hudson Family Holdings Inc.
Trinity Auto Inc.
Trinity Car and Truck Rental Inc.
Downtown Auto Centre Ltd.
Each via its Court-appointed Monitor, Goldhar & Associates Ltd.

Attention: Clark Lonergan (clonergan@ethosadvisory.ca)

Re: **First Amended Interim Financing for 1000493417 Ontario Inc., Trinity Car Sales Inc., 13498140 Canada Inc. o/a Stratford Kia, 2717922 Ontario Inc. o/a Oakville Mitsubishi, 1000208180 Ontario Inc. o/a Stratford Nissan, 1000841404 Ontario Inc. o/a Mississauga Chrysler, 13517683 Canada Inc., 12332248 Canada Inc., 1000454978 Ontario Inc., 1986096 Ontario Inc., 1001087905 Ontario Inc., Larry Hudson Family Holdings Inc., Trinity Auto Inc., Trinity Car and Truck Rental Inc. and Downtown Auto Centre Ltd. (each a "Borrower" and collectively, the "Borrowers")**

WHEREAS, the Borrowers are parties to various financing arrangements with Bank of Montreal ("**BMO**" or the "**Interim Lender**", as the context dictates), as lender;

AND WHEREAS, the Borrowers require, and BMO is willing to provide, further loans to fund the Borrowers' ordinary course working capital needs during the proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") (the "**CCAA Proceedings**") under the jurisdiction of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), subject to the terms and conditions contained herein (this "**First Amended Interim Financing Term Sheet**");

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

Borrowers:	1000493417 Ontario Inc., Trinity Car Sales Inc., 13498140 Canada Inc. o/a Stratford Kia, 2717922 Ontario Inc. o/a Oakville Mitsubishi, 1000208180 Ontario Inc. o/a Stratford Nissan, 1000841404 Ontario Inc. o/a Mississauga Chrysler, 13517683 Canada Inc., 12332248 Canada Inc., 1000454978 Ontario Inc., 1986096 Ontario Inc., 1001087905 Ontario Inc., Larry Hudson Family Holdings Inc., Trinity Auto Inc., Trinity Car and Truck Rental Inc. and Downtown Auto Centre Ltd.
Interim Lender:	Bank of Montreal
Joint and Several:	Each of the Borrowers agrees, acknowledges and confirms that the Interim Facility (as defined below) has been made available to all of them, and, in each case, that each individual Borrower's ability to drawdown the full amount available for each Advance

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(as defined below) is not restricted except as specifically provided for in this Interim Financing Term Sheet. All covenants, agreements and Obligations (as defined below) of the Borrowers contained herein shall be on a joint and several basis, and each of the Borrowers shall be jointly and severally liable for and obligated to repay all Obligations under the Interim Facility. Each Borrower acknowledges and confirms that it is fully responsible for all such Obligations even though it may not have requested a single Advance.

Each Borrower's liability for payment of the Interim Facility shall be a primary Obligation, absolute and unconditional, and shall constitute full-recourse obligations of each Borrower, enforceable against each of them to the full extent of their respective assets and properties. Each Borrower expressly waives any right to require the Interim Lender to marshal assets in favour of any Borrower or any other person or to proceed against any other Borrower or any collateral provided by any person, and agrees that the Interim Lender may proceed against any Borrower or any collateral in such order as it shall determine in its sole and absolute discretion. To the extent permitted by law, any release or discharge, by operation of law, of any Borrower from the performance or observance of any obligation, covenant or agreement contained herein shall not diminish or impair the liability of any other Borrower in any respect. Each Borrower unconditionally and irrevocably waives each and every defence, right to discharge, compensation and set-off of any nature which, by statute or under principles of suretyship, guaranty or otherwise, would operate to impair or diminish in any way the obligation of any Borrower hereunder, and acknowledges that such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from any Borrower now or later securing the Interim Facility, and acknowledges that as of the date of this Interim Financing Term Sheet no such defence or set-off exists. Each Borrower waives any and all rights (whether by subrogation, indemnity, reimbursement or otherwise) to recover from any other Borrower any amounts paid or the value of any current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**") given by such Borrower pursuant hereto or otherwise until the Obligations are irrevocably paid in full in cash.

Interim Facility: A super-priority, debtor-in-possession non-revolving demand credit facility (the "**Interim Facility**") up to the maximum principal amount of CAD $5,000,000 (the "**Maximum Amount**").

Purpose: The purpose of the Interim Facility is to fund (i) working-capital needs of the Borrowers; (ii) the Interim Lender's Expenses (as defined below); (iii) professional fees and expenses incurred by BMO's counsel, the Monitor and its counsel, and the sales agent in respect of the CCAA Proceedings and the Sale Process (as hereinafter defined), in each case in accordance with the cash flow forecast approved by the Monitor and the Interim Lender (the "**Cash Flow Forecast**"); and (v) such other costs and expenses of the Borrowers as may be agreed to by the Interim Lender and the Monitor in writing.

The amount and purpose of the Interim Facility may be amended by the Borrowers and the Interim Lender, with the consent of the Monitor, in writing or by further order of the Court. The Borrowers may not use the proceeds of the Interim Facility to pay any pre-filing obligations of the Borrowers, except in accordance with the Cash Flow Forecast

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and as expressly contemplated in this Interim Financing Term Sheet, or with the prior written consent of the Interim Lender and the Monitor.

Repayment & Maturity: The balance of the principal, interest and all obligations owing under the Interim Facility shall be due in full in cash on the date (the "**Maturity Date**"), which is the earliest of:

a) the occurrence of an Event of Default (as defined below);

b) the date on which (A) the stay of proceedings under the CCAA Proceedings is lifted without the consent of the Interim Lender, or (B) the CCAA Proceedings are terminated;

c) the date upon which a transaction for the sale of all or substantially all of the business and assets of the Borrowers is completed;

d) November 27, 2026 (or such later date as the Interim Lender in its sole discretion may agree to in writing with the Borrowers).

The Interim Lender's commitment in respect of the Interim Facility shall expire on the Maturity Date and all amounts outstanding under the Interim Facility including accrued Interest, the Facility Fee (as defined below) and the Interim Lender's Expenses (collectively, the "**Obligations**") shall be repaid in full on the Maturity Date without the Interim Lender being required to make demand upon the Borrowers or to give notice that the Facility has expired and the Obligations are due and payable.

Advances: The Interim Facility shall be available to the Borrowers upon the satisfaction or waiver of the funding conditions set out in this Interim Financing Term Sheet. The Interim Facility shall be advanced in multiple draws ("**Advances**" and each, an "**Advance**") in accordance with the Cash Flow Forecast. All Advances shall be deposited in the bank account of the Borrowers, which shall be controlled by the Monitor.

Nothing in this Interim Financing Term Sheet creates a legally binding obligation on the Interim Lender to advance any amount under the Interim Facility at any time unless the Interim Lender is satisfied in its sole discretion, acting reasonably, that (a) the Borrowers are in compliance with every provision of this Interim Financing Term Sheet, the Initial Order, and, when applicable, the ARIO (as defined herein) and the Sale Process Order (as defined herein), and any other order of the Court; (b) the funding conditions set forth in this Interim Financing Term Sheet have been satisfied or waived; (c) the Borrowers are operating within the parameters of the Cash Flow Forecast; and (d) that no fact exists or event has occurred which materially changes the manner in which the Interim Lender previously evaluated the risks inherent in advancing amounts to the Borrowers under the Interim Facility, whether or not the Interim Lender was or should have been aware of such facts or events at any time.

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 (the "**Interest**"). Interest shall be calculated on the daily outstanding balance owing under the Interim Facility, not in advance, and shall accrue and be paid on the first (1st) day of each and every month.

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

Expenses: The Borrowers shall reimburse the Interim Lender for all reasonable and documented fees and expenses (collectively, the "**Interim Lender's Expenses**") incurred by the Interim Lender in connection with the preparation, registration and ongoing administration of the Interim Facility, including in connection with the Initial Order as it may be amended or restated, the Interim Financing Charge and with the enforcement of the Interim Lender's rights and remedies hereunder or at law or in equity, including, without limitation all reasonable and documented legal fees and disbursements incurred by the Interim Lender, on a full indemnity basis.

For greater certainty, "**Interim Lender's Expenses**" shall include all reasonable and documented fees and expenses incurred by the Interim Lender in connection with the CCAA Proceedings and all Court attendances in respect thereof. The Interim Lender's Expenses shall form part of the Obligations and shall accrue interest at the rate set out above. All such expenses and interest thereon shall be secured by the Interim Financing Charge (as defined herein) whether or not any funds under the Interim Facility are advanced.

Security: All of the Obligations shall be secured by a Court-ordered charge (the "**Interim Financing Charge**") over all present and after-acquired property, assets and undertakings of the Borrowers (including for greater certainty and without limitation, insurance proceeds, intellectual property, goods, documents of title, investment property, securities now owned or hereafter owned or acquired by or on behalf of the Borrowers and those assets set forth on the financial statements of the Borrowers), including all proceeds therefrom and all causes of action of the Borrowers (the "**Collateral**").

The Interim Financing Charge shall be a super-priority charge which shall rank ahead of all existing, liens, claims, trusts and charges and the Director's Charge (as defined in the Initial Order (as it may be amended and restated from time to time)), but shall be subject to and shall rank behind an administration charge (the "**Administration Charge"**) in the maximum amount of $750,000, or such other maximum amount as amended by order of the Court, to secure payment of the fees, expenses and disbursements of: (a) the Monitor and its legal counsel; (b) the Borrowers' legal counsel; and (c) any fees incurred by any third party sales agent engaged by the Monitor in connection with the Sale Process and the Sale Process Order.

Funding Conditions: The availability of the Interim Facility is subject to and conditional upon the following, which may be waived by the Interim Lender in writing:

1. With respect to Advances up to the amount of $500,000 (the "**Maximum Initial Amount**") prior to the comeback hearing to seek an amended and restated initial order (the "**ARIO**") on August 17, 2026 (the "**Comeback Hearing**"), the Court shall have issued the Initial Order in a form satisfactory to the Interim Lender:

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a. approving this Interim Financing Term Sheet and authorizing the Monitor to execute this Interim Financing Term Sheet for and on behalf of the Borrowers;

b. authorizing the Borrowers to borrow up to the Maximum Initial Amount by way of Advances;

c. granting the Interim Financing Charge in favour of the Interim Lender over all present and future assets, properties and undertakings of the Borrowers as security for repayment of all Obligations, ranking in priority to all interests save and except for the Administrative Charge and the interests of any person who is a "secured creditor" as defined in the CCAA that has not been served with the notice of application for the Initial Order;

d. granting the Interim Lender the right, upon the occurrence of an Event of Default, to terminate the Interim Facility and to enforce the rights and remedies available to it on not more than seven (7) days' notice to the Borrowers and the Monitor;

e. providing that the Interim Financing Charge shall be valid and effective to secure all of the Obligations without the necessity of making any registrations or filings and whether or not any other documents have been executed by the Borrowers;

f. restricting the granting of additional liens on the Collateral other than the Interim Financing Charge as permitted herein;

g. declaring that the granting of the Interim Financing Charge, the execution and delivery of all other documents and instruments contemplated herein, and the payment of all amounts by the Borrowers to the Interim Lender, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable laws;

h. declaring the Initial Order, including the Interim Financing Charge granted thereunder, binding upon a trustee in bankruptcy of the Borrowers, the Monitor, any receiver, interim-receiver, receiver-manager or any other officer of the Court appointed in respect of the Borrowers; and

i. granting the requested expansion of the Monitor's powers.

2. With respect of Advances up to the Maximum Amount following the Comeback Hearing and in addition to the continuing satisfaction of the funding conditions set out above applicable to Advances up to the Maximum Initial Amount:

    a. the ARIO shall have been granted in a form satisfactory to the Interim Lender:

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i. authorizing the Borrowers to borrow up to the Maximum Amount by way of Advances;

ii. elevating the priority of the Interim Financing Charge above all liens and encumbrances other than the Administration Charge; and

iii. further expanding the Monitor's powers as may be necessary;

b. an order approving and authorizing the Monitor (and a court-approved sales agent) to conduct a sale process (the "**Sale Process**", and such Order, the "**Sale Process Order**") shall have been granted in a form satisfactory to the Interim Lender;

c. all vehicles sold by the Borrowers from and after the date of the CCAA Proceedings have had their respective floor plan financing (the "**Floor Plan**") repaid with respect to those vehicles as per the terms of the Floor Plan credit facilities; and

d. all vehicles sold by the Borrowers prior to the date of the CCAA Proceedings for which the vehicle sale proceeds have not been received but are subsequently received after the date of the Initial Order, shall have been repaid with respect to those vehicles as per the terms of the Floor Plan credit facilities.

3. With respect to all Advances:

a. the Borrowers' cash management system shall continue in the manner approved by the Initial Order (as it may be amended and restated from time to time) unless otherwise consented to in writing by the Interim Lender and the Monitor in their reasonable discretion;

b. other than in the ARIO, anticipated to be granted at the Comeback Hearing, the Initial Order shall not be amended or varied in a manner adverse to the Interim Lender, or stayed, without the consent of the Interim Lender, and shall continue to be in full force and effect;

c. the Interim Lender shall have received and approved the Cash Flow Forecast, and such Cash Flow Forecast shall not have been amended without the prior written consent of the Interim Lender, and the Borrowers shall be in material compliance with respect to same;

d. the Interim Lender shall be satisfied that the Borrowers have complied with and are continuing to comply in all material respects with all applicable laws, regulations and orders of the Court in the CCAA Proceedings; and

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e. no Event of Default shall have occurred or shall be reasonably expected to occur as a result of such Advance and no Event of Default shall have occurred and be continuing;

f. such Advance shall not cause the aggregate amount of all outstanding Advances to exceed the amount then authorized by the Initial Order or ARIO;

g. all of the conditions contained in this Interim Financing Term Sheet shall have been satisfied and shall as at the time of the making of any Advance in question continue to be satisfied; and

h. all amounts requested for a particular Advance shall be consistent with Cash Flow Projections for the applicable period, or otherwise expressly agreed to by the Interim Lender in advance and all Advances received by the Borrowers shall be used in accordance with the Cash Flow Projections and for the purposes expressly authorized by this Interim Financing Term Sheet only.

The making of an Advance hereunder without the fulfillment of one or more conditions set forth in this Interim Financing Term Sheet shall not constitute a waiver of any such condition, unless expressly so waived in writing by the Interim Lender, and the Interim Lender reserves the right to require fulfillment of such condition in connection with any Advance.

Indemnity: Each of the Borrowers agrees to indemnify and hold harmless the Interim Lender, their respective officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever which may be incurred by or suited against or involve any of the Indemnified Persons as a result of, in connection with or in any way related to the Interim Facility or this Interim Financing Term Sheet, except to the extent that such actions lawsuits, proceedings, claims, losses, damages, liabilities or expenses result from the gross negligence or willful misconduct of such Indemnified Persons.

Covenants: Until such time as the Obligations have been repaid to the Interim Lender in full, the Borrowers covenant and agree to:

a. provide the Interim Lender with any additional financial information reasonably requested by the Interim Lender, in its absolute, sole, and unfettered discretion;

b. use the Advances under the Interim Financing Facility in accordance with the Cash Flow Projections and for the purposes for which they are being provided, as set out in this Interim Financing Term Sheet, or such other purposes as may be agreed to by the Interim Lender and the Monitor, in writing;

c. provide the Interim Lender and the Monitor with prompt written notice of any event which constitutes, or which, with notice, lapse of

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time, or both, would constitute an Event of Default;

d. keep and maintain books of account and other accounting records in accordance with generally accepted accounting principles;

e. provide the Interim Lender and its advisors, on reasonable written notice and during normal business hours, full access to the books and records of the Borrowers;

f. pay all claims which, under law, may rank prior to or *pari passu* with the Interim Financing Charge due and payable from and after the commencement of the CCAA Proceedings, as and when such amounts are due;

g. pay all accrued Interim Lender's Expenses at the time of each Advance;

h. not declare any dividend, or make any payment to any director, officer, investor or related party of the Borrowers (except salary and wages in the normal course) without the prior written consent of the Interim Lender;

i. conduct all business, operations and activities in compliance with the Cash Flow Forecast;

j. not, without the prior written consent of the Interim Lender, incur any borrowings or other secured indebtedness, obligations or liabilities, other than the Interim Financing Facility, or create or grant any security (other than the Administration Charge, the Interim Financing Charge, the Sales Agent Charge and the CRO Charge) over any of the Borrowers' Property, whether ranking in priority to, or subordinate to, the Interim Financing Charge;

k. comply with all orders of the Court in the CCAA Proceedings and all applicable laws;

l. keep the Borrowers' assets fully insured against such perils and in such manner as would be customarily insured by companies owning similar assets naming BMO as first loss payee and to ensure all assets secured by the Interim Financing Charge are in existence and in the possession and control of the Borrowers; and

m. provide, or cause to be provided to the Interim Lender, on Friday of each week, in each case, in form and substance satisfactory to the Interim Lender: (i) a 13-week cash forecast of the Borrowers covering the following 13-weeks from the time of reporting such forecast (an "**Updated Cash Flow Forecast**"); (ii) a cash flow variance analysis (as compared to the Cash Flow Forecast) along with an explanation of any material variances; (iii) copies of all bank statements; (iv) an accounts receivable listing; (v) copies of all vehicle audit reports ("**Vehicle Audit Reports**"); and (vi) any other documents the Interim Lender

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may reasonably request, in its discretion. If an Updated Cash Flow Forecast is accepted by the Interim Lender, it shall thereafter constitute the Cash Flow Forecast for the purposes of this Term Sheet.

Events of Default: Without limiting the right of the Interim Lender to demand payment at anytime, if any one or more of the following events (each an "**Event of Default**") has occurred, is continuing and has not been cured within the applicable period:

1. the Borrowers fail to pay when due any principal, fees or other amounts due hereunder when due and payable;

2. any other breach by any Borrower in the observance or performance of any provision, covenant, term, condition or other provision of this Interim Financing Term Sheet or other document delivered to the Interim Lender in respect thereof;

3. seeking or support by any Borrower of, or the issuance of, any Court order (in the CCAA Proceedings or otherwise) which is adverse to the interests of the Interim Lender, including, for certainty but without limitation, any change to the Interim Facility or the Interim Financing Charge (or the relative priority thereof);

4. failure of the Borrowers to comply with the terms of the Sale Process as approved by the Sale Process Order, including meeting any deadlines set forth therein;

5. on or after the EOI Deadline (as defined in the Sale Process), the Interim Lender determines, in its sole discretion, following review of the expressions of interest received under the Sale Process (the "**EOIs**"), that the EOIs are not acceptable to the Interim Lender, including where no EOI has been received by the applicable deadline;

6. on or after the Binding Bid Deadline (as defined in the Sales Process), the Interim Lender determines, in its sole discretion, following review of the binding bids or other offers received under the Sale Process, that such bids or offers are not acceptable to the Interim Lender, including where no binding bids or offers have been received by the applicable deadline or where no Qualified Bids (as defined in the Sale Process) have been selected by the applicable deadline;

7. occurrence of an event that will, in the reasonable opinion of the Interim Lender, materially impair the Borrowers' financial condition, operations or ability to perform under this Interim Financing Term Sheet or any order of the Court;

8. the stay of proceedings resulting from the CCAA Proceedings is terminated or lifted in whole or in part without the consent of the Monitor and the Interim Lender;

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9. the conversion of the CCAA Proceedings into a proceeding under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or into a receivership under the BIA or applicable provincial statute;

10. substantially all of the business or assets of the Borrowers are sold, except pursuant to the Sale Process, as may be otherwise approved by the Interim Lender in writing in advance, or as otherwise set out herein;

11. sold out of trust ("**SOT**") vehicles not cured within five (5) days of Vehicle Audit Reports;

12. filing of any plan of reorganization, arrangement or liquidation, within the CCAA or otherwise, to which the Interim Lender does not consent;

13. replacement of Goldhar & Associates Ltd. as Monitor of the Borrowers; or

14. any of the Borrowers becomes bankrupt or the appointment of a receiver, receiver and manager, or other officer of the Court is made, all or any significant part of the assets of a Borrower.

For greater certainty, an Event of Default under paragraphs 5 or 6 above shall occur upon the Interim Lender giving written notice of its determination to the Monitor, and no cure period shall apply to such Event of Default.

Remedies and Enforcement:

Upon the occurrence and continuance of an Event of Default beyond any applicable cure period, the Interim Lender may, upon written notice to the Borrower and the Monitor, have the right, subject to the Interim Lender obtaining an Order from the Court lifting the stay under the CCAA Proceedings:

1. terminate the Interim Facility;

2. on prior written notice to the Borrowers of no less than four (4) days, and subject to the Initial Order or the ARIO or any other order of the Court in these CCAA Proceedings;

    a. seek the appointment of a receiver, an interim receiver or a receiver and manager over the Property (as defined in the Initial order), or to seek the appointment of a trustee in bankruptcy of the Borrowers;

    b. enforce the Interim Financing Charge and realize on the Property and any other collateral securing the Obligations;

    c. exercise the rights and powers of a secured lender and mortgagee pursuant to the *Personal Property Security Act* (Ontario) and any legislation of similar effect; and

    d. exercise all such other rights and remedies available to the Interim Lender under this Term Sheet, the Initial Order, the ARIO, the Sale Process Order or any other order of the Court in these CCAA Proceedings or applicable law.

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No failure or delay on the part of the Interim Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

Evidence of Indebtedness: The Interim Lender shall maintain records evidencing the Interim Facility. The Interim Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrowers to the Interim Lender pursuant to this Interim Financing Term Sheet.

Court Officer & Monitor's Capacity: The Monitor shall be authorized to have direct discussions with the Interim Lender, and the Interim Lender shall be entitled to receive information from the Monitor as may be requested by the Interim Lender from time to time.

The Interim Lender acknowledges and agrees that the Monitor, acting in its capacity as monitor in the CCAA Proceedings will have no liability or obligation in connection with this Interim Financing Term Sheet or Interim Facility whatsoever, whether in its personal or corporate capacity or otherwise.

General: Further Assurances and Documentation: The Borrowers shall do all things and execute all documents deemed necessary or appropriate by the Interim Lender for the purposes of giving full force and effect to the terms, conditions, undertakings hereof and the Interim Financing Charge to be granted pursuant to the Initial Order, as it may be amended and restated from time to time.

Severability: If any provision of this Interim Financing Term Sheet is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor shall it invalidate, affect or impair any of the remaining provisions of this Interim Financing Term Sheet.

Governing Law: This Interim Financing Term Sheet shall be construed in accordance with and be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Counterparts: This Interim Financing Term Sheet may be executed in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Interim Financing Term Sheet by email, PDF or by other electronic means shall be as effective as delivery of a manually executed counterpart

Assignment: The Interim Lender may assign all or part of its rights and obligations under this Interim Financing Term Sheet without notice to and without the Borrowers' consent, provided that the Monitor is satisfied that such assignee has the financial capacity to act as the Interim Lender. The Borrowers may not assign or transfer all or any part of their rights or obligations under this Interim Financing Term Sheet, any such transfer or assignment being null and void and of no force or effect. This Interim Financing Term Sheet shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Time: Time shall be of the essence in all provisions of this Interim Financing Term Sheet.

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Termination by Borrowers: At any time following the indefeasible payment in full in immediately available funds of all of the amounts owing under the Interim Facility, including, without limitation, principal, interest, costs and expenses contemplated hereunder, the Borrowers shall be entitled to terminate this Interim Financing Term Sheet upon written notice to the Interim Lender; provided that any termination of this Interim Financing Term Sheet shall not in any way release the Borrowers from their obligations to BMO in connection with any other loans and other accommodations extended to the Borrowers by BMO.

Entire Agreement, Amendments and Waiver: This Interim Financing Term Sheet and any other written agreement delivered pursuant to or referred to in this Interim Financing Term Sheet constitute the whole and entire agreement between the parties in respect of the Interim Facility. There are no verbal agreements, undertakings or representations in connection with the Interim Facility. No amendment or waiver of any provision of this Interim Financing Term Sheet will be effective unless it is in writing signed by the Borrowers and the Interim Lender. No failure or delay on the part of the Interim Lender in exercising any right or power hereunder or under the Interim Financing Charge shall operate as a waiver thereon. No course of conduct by the Interim Lender will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Interim Financing Term Sheet and the Interim Financing Charge or the Interim Lender's rights thereunder.

Notices: Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

In the case of the Interim Lender:

BMO FINANCIAL GROUP
100 King Street West, 19th Floor
Toronto, ON M5X 1A1
Attention: Daniel To and Hugh Devlin
Email: daniel.to@bmo.com and hugh.devlin@bmo.com

With a copy, which shall not constitute notice, to:

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9
Attention: Harvey G. Chaiton and Lee Starr
Email: harvey@chaitons.com and lstarr@chaitons.com

c/o the Monitor:

ETHOS ADVISORY
Attention: Clark Lonergan
Email: clonergan@ethosadvisory.ca

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ACCEPTANCE

TO THE INTERIM LENDER:

For good and valuable consideration received, the Borrowers, accept and agree to comply with the provisions of the Interim Financing Term Sheet set out above, on a joint and several basis.

Dated this 25th day of September, 2026

1000493417 ONTARIO INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 1000493417 Ontario Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

TRINITY CAR SALES INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of Trinity Car Sales Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

13498140 CANADA INC. O/A STRATFORD KIA

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 13498140 Canada Inc. o/a Stratford Kia and not in its personal or corporate capacity

I have authority to bind the Corporation.

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2717922 ONTARIO INC. O/A OAKVILLE MITSUBISHI

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 2717922 Ontario Inc. o/a Oakville Mitsubishi and not in its personal or corporate capacity

I have authority to bind the Corporation.

1000208180 ONTARIO INC. O/A STRATFORD NISSAN

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 1000208180 Ontario Inc. o/a Stratford Nissan and not in its personal or corporate capacity

I have authority to bind the Corporation.

1000841404 ONTARIO INC. O/A MISSISSAUGA CHRYSLER

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 1000841404 Ontario Inc. o/a Mississauga Chrysler and not in its personal or corporate capacity

I have authority to bind the Corporation.

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13517683 CANADA INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 13517683 Canada Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

12332248 CANADA INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 12332248 Canada Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

1000454978 ONTARIO INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 1000454978 Ontario Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

1986096 ONTARIO INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 1986096 Ontario Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

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1001087905 ONTARIO INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of 1001087905 Ontario Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

LARRY HUDSON FAMILY HOLDINGS INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of Larry Hudson Family Holdings Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

TRINITY AUTO INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of Trinity Auto Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

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TRINITY CAR AND TRUCK RENTAL INC.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of Trinity Car and Truck Rental Inc. and not in its personal or corporate capacity

I have authority to bind the Corporation.

DOWNTOWN AUTO CENTRE LTD.

Per: Signed by: Evan Mackinnon 237206F496C84D6...
Name: Clark Lonergan per Evan MacKinnon
Title: Goldhar & Associates Ltd. in its capacity as Court-Appointed Monitor of Downtown Auto Centre Ltd. and not in its personal or corporate capacity

I have authority to bind the Corporation.

Trinity Auto Group Inc.
Consolidated Cash Flow Forcast for the period
August 29, 2026 to November 27, 2026
(CAD $)

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Week Ending		2026-09-04	2026-09-11	2026-09-18	2026-09-25	2026-10-02	2026-10-09	2026-10-16	2026-10-23	2026-10-30	2026-11-06	2026-11-13	2026-11-20	2026-11-27	
Receipts	Notes														
New Vehicle Sales	1	1,262,875	1,581,375	1,942,250	2,533,250	1,178,125	1,539,000	1,627,375	1,715,750	1,765,500	1,262,875	1,581,375	1,942,250	2,533,250	22,465,250
Used Vehicle Sales	2	981,140	1,510,160	1,264,370	1,328,990	1,000,040	715,860	806,970	842,190	698,040	668,640	717,660	824,370	838,990	12,197,420
F&I Revenue	3	110,000	127,000	147,000	176,000	101,000	110,500	120,000	126,500	117,500	95,000	112,000	133,500	162,500	1,638,500
Parts & Service Sales	4	239,500	239,500	239,500	239,500	239,500	239,500	239,500	239,500	239,500	239,500	239,500	239,500	239,500	3,113,500
OEM Credits	5	-	-	100,000	-	-	-	100,000	-	-	-	100,000	-	-	300,000
Other Revenue - Realcos and Holdco	6	38,775	-	-	-	38,775	-	-	-	-	38,775	-	-	-	116,325
Other Revenue - Ancillary Operations	7	-	-	25,000	-	-	-	25,000	-	-		25,000	-	-	75,000
HST Collected	8	342,198	449,545	480,106	556,106	332,467	338,632	376,200	380,112	366,670	299,623	357,570	408,151	490,651	5,178,029
Total Receipts		2,974,488	3,907,580	4,198,226	4,833,846	2,889,907	2,943,492	3,295,045	3,304,052	3,187,210	2,604,413	3,133,105	3,547,771	4,264,891	45,084,024
Operating Disbursements															
Finance Product Costs	9	-	(260,980)	-	-	-	-	(243,880)	-	-	-	-	(204,290)	-	(709,150)
Lien Payouts	10	(722,200)	(359,175)	(444,975)	(545,100)	(702,400)	(343,425)	(437,100)	(465,725)	(487,900)	(494,300)	(359,175)	(444,975)	(545,100)	(6,351,550)
Parts Purchases	11	(41,113)	(41,113)	(205,563)	(41,113)	(41,113)	(41,113)	(205,563)	(41,113)	(41,113)	(41,113)	(41,113)	(41,113)	(41,113)	(863,363)
Payroll (Including Taxes)	12	(160,000)	(2,944)	(166,000)	(2,944)	(145,000)	(2,944)	(156,000)	(2,944)	(125,000)	-	(136,000)	(2,944)	(68,000)	(970,718)
Employee Benefits	13	-	(16,500)	-	-	(28,000)	(4,500)	-	-	(28,000)	-	-	(28,000)	-	(105,000)
Consultants Fees	14	(15,000)	(5,787)	(15,000)	(4,777)	-	(20,787)	-	(4,177)	(600)	(17,962)	-	(1,352)	(600)	(86,042)
Corporate Credit Card Repayment	15	(30,000)	(24,500)	(24,500)	(24,500)	(24,500)	(22,000)	(22,000)	(22,000)	(22,000)	(22,000)	(22,000)	(22,000)	(22,000)	(304,000)
Vendor Payments	16	(140,250)	(92,250)	(93,750)	(159,750)	(131,500)	(83,500)	(85,000)	(85,000)	(188,500)	(85,000)	(85,000)	(85,000)	(188,500)	(1,503,000)
Rent Payments (Dealership)	17	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance Payments	18	-	-	(95,480)	-	-	-	-	-	-	-	-	-	-	(95,480)
Property Taxes	19	-	-	-	-	(4,900)	-	-	-	(75,950)	-	-	-	-	(80,850)
Professionals & Restructuring Costs	20	(225,304)	(400,000)	(75,000)	(275,000)	(25,000)	(375,000)	-	(275,000)	-	(225,000)	-	(200,000)	-	(2,075,304)
Contingency	21	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(325,000)
HST Paid	22	(54,817)	(104,017)	(50,611)	(62,483)	(25,690)	(67,652)	(69,478)	(52,688)	(29,928)	(47,980)	(16,395)	(69,128)	(29,928)	(680,792)
HST Remittance (Refund)	23	-	(225,000)	-	-	(864,966)	-	-	-	(885,646)	-	-	-	(554,784)	(2,530,396)
Critical Vendor Repayment	24	-	(950,000)	-	-	-	-	-	-	-	-	-	-	-	(950,000)
Debt Service															-
Floor Plan Payments (to)/from BMO	25	(2,632,741)	(3,294,651)	(3,979,690)	(3,380,160)	(1,783,870)	(2,486,980)	(2,151,430)	(2,266,980)	(2,191,190)	(1,681,270)	(2,030,180)	(2,471,190)	(3,096,660)	(33,446,992)
Floorline Curtailments	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BMO Floor Plan Interest	27	(207,648)	-	-	-	(146,891)	-	-	-	-	(133,961)	-	-	-	(488,500)
Goodwill Interest	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interim Financing Fees & Interest	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mortgage P&I Payments	30	(30,000)	-	-	-	(30,000)	-	-	-	-	(30,000)	-	-	-	(90,000)
Bank Fees and Charges	31	(15,000)	-	-	-	(15,000)	-	-	-	-	(15,000)	-	-	-	(45,000)
Total Disbursements		(4,299,073)	(5,801,916)	(5,175,568)	(4,520,826)	(3,993,830)	(3,472,900)	(3,395,450)	(3,240,626)	(4,100,826)	(2,818,585)	(2,714,862)	(3,594,991)	(4,571,684)	(51,701,137)
Net Cash Inflow/(outflow)		(1,324,585)	(1,894,336)	(977,343)	313,020	(1,103,922)	(529,408)	(100,405)	63,426	(913,616)	(214,172)	418,242	(47,221)	(306,793)	
Cumulative Net Cash Flow		(1,324,585)	(3,218,921)	(4,196,264)	(3,883,244)	(4,987,166)	(5,516,575)	(5,616,980)	(5,553,553)	(6,467,169)	(6,681,342)	(6,263,099)	(6,310,320)	(6,617,112)	(6,617,112)
Opening Cash Balance		2,348,725	1,774,140	479,803	352,461	665,481	211,558	532,150	431,745	495,171	231,555	17,383	435,625	388,405	
Interim Financing Draw	32	750,000	600,000	850,000	-	650,000	850,000	-	-	650,000	-	-	-	-	4,350,000
Net Cash Inflow/(Outflow)		(1,324,585)	(1,894,336)	(977,343)	313,020	(1,103,922)	(529,408)	(100,405)	63,426	(913,616)	(214,172)	418,242	(47,221)	(306,793)	(6,617,112)
Closing Cash Balance		1,774,140	479,803	352,461	665,481	211,558	532,150	431,745	495,171	231,555	17,383	435,625	388,405	81,612	81,612
Cumulative Interim Financing Balance	650,000	1,400,000	2,000,000	2,850,000	2,850,000	3,500,000	4,350,000	4,350,000	4,350,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	

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. (THE "COMPANIES" OR "TRINITY AUTO GROUP")

COMBINED CASH FLOW FORECAST FOR THE PERIOD

AUGUST 29, 2026 TO NOVEMBER 27, 2026

PRESENTED IN CANADIAN DOLLARS ($CAD)

Notes to the Unaudited Revised 13-Week Cash Flow Forecast of the Debtors

In preparing this cash flow forecast (the "Revised Cash Flow Forecast") the Debtors have relied upon unaudited financial information and the Debtors have not attempted to further verify the accuracy or completeness of such information. The Revised Cash Flow Forecast includes estimates concerning the operations of Trinity Auto Group and additional information discussed below with respect to the requirements of a Companies Creditors Arrangements Act ("CCAA") filing. Since the Revised Cash Flow Forecast is based upon assumptions of future events and conditions that are not ascertainable, the actual results achieved during the period will vary from the Revised Cash Flow Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurances that any of the estimates, forecasts or projections will be realized.

Overview

The Revised Cash Flow Forecast includes the receipts and disbursements of Trinity Auto Group during the Revised Cash Flow Forecast period. The Debtors, with the assistance of Goldhar & Associates Ltd. in its capacity as the monitor of the Debtors (the "Monitor") have prepared the Revised Cash Flow Forecast based primarily on estimated disbursements related to the ongoing operations and to the CCAA proceedings. The Revised Cash Flow Forecast excludes any amounts or proceeds expected to be realized from the sale of assets pursuant to the "SISP".

Assumptions:

1 Estimated New vehicle sales based on the Companies' sales forecasts, average MSRP of vehicles in inventory, current market conditions, and the cyclical sales cycle reflective of weekly sales with higher sales at end of months to reach targets.

2 Estimated Used vehicles sales to reflect the Companies' effort to monetize used vehicle inventory, excess or trade-in self-funded inventory through wholesale, auction or dealer trade activity at the Companies' OEM Dealerships.Includes both floorplan and self funded used vehicles.

3 Finance and insurance receipts associated with new and used vehicle sales calculated on historical sales figures and sales mix.

4 Parts and service receipts calculated on historical sales figures and sales mix.

5 Receipts from net monthly OEM transaction activity (warranty, rebates, incentives less parts purchases, IT charges etc.) per the OEM's monthly dealer statement.

6 Rental revenue from the Companies' Commercial Property.

7 Net revenue from the Companies' Ancillary Operations, including towing, collision and daily rental businesses.

8 HST collected on receipts.

9 Costs related to finance products sold (warranties, car packages, and credit insurance) as part of vehicle sales.

10 Projected lien payouts calculated based on forecasted trade-in vehicles, the percentage of trade-in vehicles with liens, and an average lien amount.

11 Calculated using historical average gross margin on projected parts sales.

12 Payroll made up of salaried employees, hourly employees, and contractor amounts. Employee payroll is administered bi-weekly by the Debtors. Payroll near month end is higher as sales commissions are paid out.

13 Continuation of employee benefit plan with the Companies' current insurance provider.

14 External consultants brought-in by the Debtors or the Monitor to help stabilize the operation of dealerships.

15 Periodic repayment of the BMO Mastercard used for operating expenses.

16 Payment of go-forward vendor payments, consistent with past weekly run rate.

17 Rent payments from the OEM Dealerships to the real estatet companies is assumed not to occur as debt servicing has been discontinued during the CCAA Proceedings.

18 Continuation of insurance policy premiums to be paid as scheduled.

19 Continuation of property tax payments as scheduled.

20 Costs of the Monitor and its counsel, the Companies' counsel, the sales agent, and BMO's counsel, including the catch-up of invoices received to date from professionals.

21 Contingency is assumed to cover unanticipated costs.

22 HST paid on disbursements.

23 HST remittances paid monthly in respect of the prior month's net HST collected.

24 Payments to critical vendors, approved by the Court, required to maintain ongoing operations

25 Represents the net of principal repayments of floor line financing on vehicles sold and financing provided for the purchase of vehicles or trade-ins. Certain later weeks reflect floor plan advances as the Companies' chattel vehicles currently not on the floor plan.

26 Floor line curtailment payments are assumed to be discontinued during the CCAA Proceedings.

27 Estimated based on the latest floor line principal balance and the interest rate stated in the loan agreement, and excludes vehicles previously crystalized as sold-in-violation as at the Filing Date.

28 Goodwill principal and interest is assumed to be discontinued during the CCAA Proceedings.

29 Interim Financing interest is due upon maturity.

30 Estimate principal and interest payments on the mortgages associated with the Companies' Commercial Property

31 Miscellaneous bank fees and charges paid to BMO on a monthly basis.

32 Cash shortfalls are expected to be funded through draws the Companies' Interim Financing Facility.

Trinity Auto Group
Cumulative Budget to Actual Compairason
August 29, 2026 to September 18, 2026
($ CAD)

	Cumulative			
	Budget	**Actual**	**Variance F(U)**	**Notes**
Receipts				
New Vehicle Sales	4,786,500	3,610,034	(1,176,466)	The cumulative unfavourable balance is largely due to lower than forecast vehicle sales particularly due to marketing and advertising issues, retail financing portal constraints and reduced sales staff at Mississauga Chrysler.
Used Vehicle Sales	3,755,670	1,506,475	(2,249,195)	The cumulative unfavourable variance is a result of lower than forecast used vehicle sales similar to new vehicles.
F&I Revenue	384,000	183,625	(200,375)	The unfavourable variance reflects the lower New & Used vehicle sales volume resulting is less F&I receipts.
Parts & Service Sales	718,500	287,773	(430,727)	The unfavourable variance is primarily due to lower than forecast Parts & Service sales as a result of issues ordering parts, specifically at Mississauga Chrysler. As of the date of this Report, Stellantis has only now begun to ship parts.
OEM Credits	100,000	60,027	(39,973)	The unfavourable variance is a result of lower than forecast new vehicle sales, as OEM credits and incentives are based upon sales targets.
Other Revenue - Realcos and Holdco	38,775	-	(38,775)	The Commercial Property rents & associated mortgage payments essentially net out and the other Holdco accounts currently only have bank charges (given other debt servicing has stopped during the CCAA proceedings). Any remaining nominal amounts are swept daily to other operating bank accounts.
Other Revenue - Ancillary Operations	25,000	(107,807)	(132,807)	The cumulative unfavourable balance is a result of lower than forecast Ancillary Operations net revenue largely due a decline in towing operations and resulting body shop activity.
HST Collected	1,271,848	727,379	(544,469)	Unfavourable variance is a result of lower than forecast vehicle sales & parts and service sales.
Total receipts	**11,080,293**	**6,267,507**	**(4,812,786)**	
Disbursements from operations				
Vehicle Purchases	-	(703,551)	(703,551)	The cumulative unfavourable variance reflects vehicle purchases and dealer trades during the period for immediate resale to the customers, or auction, that were not separately forecasted in the Cash Flow Forecast.
Intercompany Transfers	-	-	-	
Finance Product Costs	(260,980)	(113,117)	147,863	As finance product costs are sold as a part of vehicle sales (e.g. warranties and protection plans), the cumulative favourable variance is attributed to lower vehicle sales during the period.
Lien Payouts	(1,526,350)	(678,650)	847,700	The cumulative favourable variance reflects the decrease in trade in values consistent with lower sales volumes, resulting in lower than forecast lien payouts.
Parts Purchases	(287,788)	(70,017)	217,771	The cumulative favourable variance is consistent with lower parts and service sales, as The Company was unable to purchase parts from Stellantis as forecast in this period.
Payroll (Including Taxes)	(328,944)	(590,333)	(261,389)	The cumulative variance is unfavourable due to a forecasting error.
Employee Benefits	(16,500)	(35,213)	(18,713)	The unfavourable variance is a result of timing and is expected to reverse in coming weeks.
Consultants Fees	(35,787)	-	35,787	The favourable variance is due to two (2) consultants transferring to become employees on a full time basis.
Corporate Credit Card Repayment	(79,000)	(39,044)	39,956	The favourable variance is a result of some of the Corporate credit cards being locked during this period, resulting in less than forecast activity.
Vendor Payments	(326,250)	(295,299)	30,951	The cumulative favourable balance is a result of lower than forecast vendor payments, which is due to reduced levels of vendors during the CCAA.
Rent Payments (Dealership)	-	(71,292)	(71,292)	The unfavourable variance is due to timing.
Insurance Payments	(95,480)	(121,045)	(25,565)	The unfavourable variance is due to timing as insurance payments forecast for the previous variance report period were not made & subsequently were paid in this period.
Property Taxes	-	-	-	
Professionals & Restructuring Costs	(700,304)	(445,360)	254,944	The favourable variance is a result of lower than forecast professional fees & timing of payments to counsel. This will be reversed in future periods once these payments are made.
Contingency	(75,000)	(22,442)	52,558	The favourable variance is primarily due to lower contingency payments (Deposit refunds to customers, etc.) as a result of lower sales volumes causing this to occur less frequently.
HST Paid	(209,444)	(162,926)	46,518	The favourable variance is consistent with lower than forecast overall disbursements.
HST Remittance (Refund)	(225,000)	(196,255)	28,745	The favourable variance is a result of lower than forecast Remittance payments to the CRA primarily due to reduced sales volume.
Critical Vendor Repayment	(950,000)	(462,250)	487,750	The favourable variance is a result of timing as some of the critical vendor repayment cheques are still in float & this will be reversed in future periods.
Debt Service	-	-	-	
Floor Plan Payments to/(from) BMO	(9,907,082)	(5,014,787)	4,892,295	The favourable variance is attributed to both lower overall vehicle sales. Additionally, a refunded overdraft Day 1 true-up payment from BMO for ~$1 million (CCAA Proceedings cut-off) is included in this line item, which also contributes to the favourable variance.
Floor line Curtailments	-	-	-	
BMO Floor Plan Interest	(207,648)	(207,332)	317	
Goodwill Interest	-	29,777	29,777	The favourable variance is a result of BMO refunding the goodwill payment paid in the previous variance period.
DIP Fees & Interest	(4,848)	-	4,848	The unfavourable variance is a result of DIP interest not being paid in this period & will be reversed in future periods.
Mortgage P&I Payments	(30,000)	-	30,000	As previously outlined above this expense is netted again revenue above (Other Revenue - Realcos and Holdco).
Bank Fees and Charges	(15,000)	(18,622)	(3,622)	The unfavourable variance is a result of higher than forecast Bank fees paid in this forecast period.
Total Disbursements	**(15,281,405)**	**(9,217,758)**	**6,063,647**	
Net Cash Inflow/(Outflow)	(4,201,112)	(2,942,937)	1,258,175	
Funding from DIP facility/deposit	**2,200,000**	**2,200,000**	**-**	
Opening Cash Balance	**2,348,725**	**2,348,725**	**-**	
Net Cash Inflow/(Outflow)	(2,001,112)	(742,937)	1,258,175	
Closing Cash Balance	**347,613**	**1,605,787**	**1,258,175**	

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.

THIRD SUPPLEMENT TO THE SECOND REPORT OF GOLDHAR & ASSOCIATES LTD. AS THE CCAA MONITOR

September 9, 2026

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Appendix A – Email from TD Bank re: Flagged TD Transactions by Account

Appendix B – Summary of Flagged TD Transactions

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INTRODUCTION

1. This third supplement to the Second Report of the Monitor dated September 9, 2026 (the "**Third Supplement to the Second Report**") has been prepared by Goldhar & Associates Ltd., in its capacity as the Court-appointed Monitor of 13498140 Canada Inc. ("**Stratford Kia**"), 2717922 Ontario Inc. ("**Oakville Mitsubishi**"), 1000208180 Ontario Inc. ("**Stratford Nissan**"), 1000841404 Ontario Inc. ("**Mississauga Chrysler**"), Trinity Car Sales Inc. ("**Trinity Car Sales**"), 13517683 Canada Inc. ("**1351 Canada**"), 12332248 Canada Inc. ("**1233 Canada**"), 1000454978 Ontario Inc. ("**1000 Ontario**"), 1986096 Ontario Inc. ("**1986 Ontario**"), 1001087905 Ontario Inc. ("**1001 Ontario**"), Downtown Auto Centre Ltd. ("**Downtown Auto Centre**"), Trinity Car and Truck Rental Inc. ("**Trinity Car and Truck Rental**"), Trinity Auto Inc. ("**Trinity Auto Inc.**"), Larry Hudson Family Holdings Inc. ("**Hudson Family Holdings**"), and 1000493417 Ontario Inc. ("**Commercial Plaza**") (collectively, the "**Trinity Auto Group**", the "**Debtors**" or the "**Companies**").

2. Capitalized terms not otherwise defined herein have the meanings given to them in the Second Report.

3. This Third Supplement to the Second Report is submitted to provide the Court with information regarding:

    (a) the Monitor's discussions with TD Bank and Shriya Dave (aka Susan Smith, "**Ms. Smith**"), Chief Financial Officer of the Companies, regarding transactions TD flagged between July 28 and August 6 (being the day before the Initial Order was granted in these CCAA Proceedings) as potentially fraudulent and requested the Monitor inquire about the transactions;

    (b) the Monitor's termination of Ms. Smith; and

    (c) the Monitor's efforts to recover the $769,659.95 of funds that were the subject of the Flagged TD Transactions.

4. In preparing this Third Supplement to the Second Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial

information, books and records prepared by the Companies, discussions between the management of the Debtors ("**Management**"), discussions with the Applicant and information from other third-party sources (collectively, the "**Information**").

FLAGGED TD TRANSACTIONS

5. On September 8, 2026, Eduardo Sanchez, a representative from TD Bank, contacted the Monitor to advise that certain transactions across three (3) of the Companies' TD Bank accounts had been flagged for potential fraud (the "**Flagged TD Transactions**"). The accounts in question were associated with:

    (a) Trinity Car Sales Inc.;

    (b) Trinity Auto Inc.; and

    (c) Mississauga Chrysler.

6. TD Bank noted that the Flagged TD Transactions were initiated from July 28 to August 6, 2026, with amounts totaling $769,659.95 (the "**Flagged Funds**"). Attached as **Appendix "A"** is the email correspondence from TD Bank identifying the Flagged TD Transactions for each of the Companies' accounts.

MONITOR'S DISCUSSIONS WITH TD BANK AND SUSAN SMITH

7. On September 8, 2026, Sachian Gounden, a representative of the Monitor, was at the Mississauga Chrysler dealership location with Ms. Smith and provided her with a copy of the TD Bank email and asked if she knew what the Flagged TD Transactions were. Ms. Smith's response was "those are to me".

8. The Monitor reviewed each of the six (6) Flagged TD Transactions with Ms. Smith and prepared a summary of the Flagged TD Transactions based on a review of the records provided by TD Bank and discussions with Ms. Smith. Attached as **Appendix "B"** is a summary of the Flagged TD Transactions.

9. The Monitor made further inquires about the purpose of the Flagged TD Transactions and Ms. Smith stated these were payments for amounts she believes were owed to her by the Companies as compensation (as a consultant / employee) for services Ms. Smith

provided to the Companies dating back a number of years. Ms. Smith further advised the Monitor that the transfers were requested and made due to these pending CCAA Proceedings.

10. The Monitor inquired as to who requested and made the Flagged TD Transactions. Ms. Smith confirmed that she requested the transfers and Boban James ("**Mr. James**") transferred the Flagged Funds from the Companies' TD accounts to other accounts at TD held by Ms. Smith personally and/or by a corporation she incorporated and controls (1000745734 Ontario Inc., collectively the "**Smith Accounts**"). She further confirmed that these transfers were made between August 28 and September 6, 2026 and amounted to $769,659.95. In order to process these transactions, Ms. Smith advised that Mr. James had to go the local TD Bank branch and execute them with a teller.

11. At that time, Mr. James had sole control over the Companies' TD accounts and was the primary authorized user for those accounts.

12. On September 8, the Monitor requested that TD Bank provide more detailed transaction information for each of the Flagged TD Transactions. On September 9, 2026, TD Bank provided copies of the TD Bank receipts and advised it had requested back up for one of the transactions effected by bank draft from the local branch. Attached as **Appendix "C"** are copies of the receipts from TD Bank.

13. The Monitor made further inquiries of TD Bank on September 9 regarding the Flagged TD Transactions. TD Bank confirmed the Flagged Funds had been transferred from the Companies' TD accounts into another TD account, but that TD Bank was not at liberty to confirm the identity of the accountholder.

14. The Monitor made further inquiries of Ms. Smith on September 9 regarding the Flagged TD Transactions and the state of the Flagged Funds. Ms. Smith confirmed that the six Flagged TD Transactions were deposited into her personal TD account and that she subsequently transferred the Flagged Funds into the TD account for 1000745734 Ontario Inc.

15. Ms. Smith further advised the Monitor on September 9 that TD Bank has frozen the Smith Accounts and the Flagged Funds are still in the frozen Smith Accounts.

FURTHER ACTIONS OF THE MONITOR

16. On September 9, 2026, the Monitor terminated Ms. Smith with cause.

17. The Monitor intends to seek an order directing TD Bank to return the Flagged Funds to the Monitor and will bring that motion forthwith.

All of which is respectfully submitted this 9th day of September 2026.

GOLDHAR & ASSOCIATES LTD, in its capacity as Monitor of the Trinity Auto Group, and not in its corporate or personal capacity.



Evan MacKinnon, CFA, CIRP, LIT
Senior Managing Director

Appendix A

Outlook

Review Transactions - Trinity Auto Group

From Sanchez, Eduardo A <EDUARDO.SANCHEZ@td.com>
Date Tue 2026-09-08 11:03 AM
To Sachian Gounden <SGounden@ethosadvisory.ca>
Cc Clark Lonergan <CLonergan@ethosadvisory.ca>; Evan MacKinnon <EMacKinnon@ethosadvisory.ca>; Bezner, Amanda <Amanda.Bezner@td.com>; Brooking, Jason S <Jason.Brooking@td.com>

Hi Sachian,
As per our conversation, please see the details below for the transactions in question (highlighted) – if you could please review and confirm if legitimate:

TRINITY CAR SALES INC.
5***224 – 1180

08/06/2026	TD MC 23820688		$672.33	($11,
08/06/2026	TD AXP 23820688		$128.74	($12.
08/06/2026	GC 0159-TRANSFER	$110,000.00		($12
08/05/2026	TD VISA23820688		$5,615.20	$97,
08/07/2026	TD VISA24288258 BPAD	$1,500.00		($42,171.8
08/07/2026	TD VISA23820688		$1,091.24	($40,671.
08/07/2026	TD MC 23820688		$301.48	($41,763.
08/07/2026	CAD DRAFT 13905729	$45,009.95		($42,064.
08/06/2026	TD VISA24288258 BPAD	$1,000.00		$2,945.4

TRINITY AUTO INC.
5***054 – 1862

08/05/2026	SEND E-TFR ***3TE	$1,000.00	
08/05/2026	SEND E-TFR ***6Xe	$100.00	
08/05/2026	GC 1180-TRANSFER	$100,000.00	
08/05/2026	GC 1180-DEPOSIT		$2,197.85
08/05/2026	GC 1180-DEPOSIT		$3,514.30

1000841404 ONTARIO INC.
5***139 – 0054

07/28/2026	TD IDP 24251660			$1,580.72
07/28/2026	FCA CANADA INC MSP	$12,712.68		
07/28/2026	GC 0159-TRANSFER	$74,650.00		
07/27/2026	TD IDP 24251660			$3,227.18
07/27/2026	TD VISA24251660			$2,885.36
07/27/2026	TD MC 24251660			$717.00
07/30/2026	TD VISA24251660			$1,620.53
07/30/2026	BARRIE CHRYSLER MSP			$143,217.3
07/30/2026	GC 0159-TRANSFER	$150,000.00		
07/30/2026	GC 0159-DEPOSIT			$114,617.4
08/04/2026	TD VISA24251660		$556.52	
08/04/2026	TD IDP 24251660		$181.39	
08/04/2026	GC 0159-TRANSFER	$290,000.00		
08/04/2026	TD MC 24251660 BPAD	$1,000.00		
08/04/2026	TD VISA24251660 BPAD	$841.02		

Please feel free to reach out if you require anything else.
Thank you,

Eduardo Sanchez | Customer Service Officer I | **TD Auto Finance**
TD Centre West – 100 Wellington Street West, 26th Floor, Toronto, Ontario M5K 1A2

Appendix B

Account	Date Initiated	Date Cleared	Description	Debit	Credit	Notes
Trinity Car Sales Inc.	06-Aug-26	06-Aug-26	GC0159-TRANSFER	110,000.00		Payments to Susan's personal account. Monies owed to Susan for unpaid compensation from 2020 - 2026 as per employment agreement with Boban
5***224 – 1180	04-Aug-26	07-Aug-26	CAD DRAFT - 13905729	45,009.95		Payments to Susan's personal account. Monies owed to Susan for unpaid compensation from 2020 - 2026 as per employment agreement with Boban
Trinity Auto Inc.	05-Aug-26	05-Aug-26	GC1180-TRANSFER	100,000.00		Payments to Susan's personal account. Monies owed to Susan for unpaid compensation from 2020 - 2026 as per employment agreement with Boban
5***054 – 1862						
1000841404 Ontario Inc.	28-Jul-26	28-Jul-26	GC0519-TRANSFER	74,650.00		Payments to Susan's personal account. Monies owed to Susan for unpaid compensation from 2020 - 2026 as per employment agreement with Boban
5***139 – 0054	30-Jul-26	30-Jul-26	GC0519-TRANSFER	150,000.00		Payments to Susan's personal account. Monies owed to Susan for unpaid compensation from 2020 - 2026 as per employment agreement with Boban
	04-Aug-26	04-Aug-26	GC0519-TRANSFER	290,000.00		Payments to Susan's personal account. Monies owed to Susan for unpaid compensation from 2020 - 2026 as per employment agreement with Boban
				769,659.95		

Appendix C

Branch: 0159 MISSISSAUGA
MEADOWVALE
6760 MEADOWVALE TOWN
CENTR CIR
MISSISSAUGA, ON

Date: Aug 4, 2026, 11:54 AM
Ref #: 00361362/7 - ZTAH
Supervisor Override: ZKOH

From: 054-52***39
Debit Memo Transfer
1000841404 O
290,000.00

To: 1180-67***78
Credit Transfer
DAVE S
290,000.00

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

Branch: 0159 MISSISSAUGA
MEADOWVALE
6760 MEADOWVALE TOWN
CENTR CIR
MISSISSAUGA, ON

Date: Jul 30, 2026, 11:40 AM
Ref #: 00359522/5 - ZTAM

From: Clear Scanned
Cheque (ID: 054-
52***39)
99,617.41

From: Clear Scanned
Cheque (ID: 054-
52***39)
15,000.00

To: 054-52***39
Deposit
Cash: 0.00 CAD
Number of Items: 2
1000841404 O
114,617.41

From: 054-52***39
Debit Memo Transfer
1000841404 O
150,000.00

To: 1180-67***78
Credit Transfer
DAVE S
150,000.00

Account Balance:
54-52***39: 80,400.11

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

Branch: 0159 MISSISSAUGA
MEADOWVALE
6760 MEADOWVALE TOWN
CENTR CIR
MISSISSAUGA, ON

Date: Jul 28, 2026, 12:10 PM
Ref #: 00358544/10 - ZTAF

From: 054-52***39
Debit Memo Transfer
1000841404 O
74,650.00

To: 1180-67***78
Credit Transfer
DAVE S
74,650.00

Account Balance:
54-52***39: 67,830.74

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

Branch: 1180 BRAMPTON SUPER CTR
295A QUEEN ST E
BRAMPTON, ON

Date: Aug 5, 2026, 04:38 PM
Ref #: 00143216/2 - ZTAM
Supervisor Override: ZDOS

From: Clear Scanned Cheque (ID: 1862-52***54)
715.07

From: Clear Scanned Cheque (ID: 1862-52***54)
19,210.00

From: Clear Scanned Cheque (ID: 1862-52***54)
25,990.00

From: Clear Scanned Cheque (ID: 1862-52***54)
25,990.00

From: Clear Scanned Cheque (ID: 1862-52***54)
29,380.00

From: Clear Scanned Cheque (ID: 1862-52***54)
4,740.35

From: Clear Scanned Cheque (ID: 1862-52***54)
113.00

From: Clear Scanned Cheque (ID: 1862-52***54)
2,423.85

From: Clear Scanned Cheque (ID: 1862-52***54)
3,101.85

From: Clear Scanned Cheque (ID: 1862-52***54)
3,514.30

From: Clear Scanned Cheque (ID: 1862-52***54)
2,197.85

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 11
TRINITY
715.07

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
19,210.00

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
25,990.00

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
25,990.00

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
29,380.00

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
4,740.35

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
113.00

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
2,423.85

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
3,101.85

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
3,514.30

To: 1862-52***54
Deposit
Cash: 0.00 CAD
Number of Items: 0
TRINITY
2,197.85

From: 1862-52***54
Debit Memo Transfer
TRINITY
100,000.00

To: 1180-67****78
Credit Transfer
DAVE S
100,000.00

Account Balance:
1862-52****54: 36,218.78

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

Branch: 0159 MISSISSAUGA
MEADOWVALE
6760 MEADOWVALE TOWN
CENTR CIR
MISSISSAUGA, ON

Date: Aug 6, 2026, 12:51 PM
Ref #: 00362511/5 - ZTAM

From: 1180-52***24
Debit Memo Transfer
TRINITY CAR
110,000.00

To: 1180-67***78
Credit Transfer
DAVE S
110,000.00

Account Balance:
1180-52***24: -12,559.12

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

Docusign Envelope ID: 77F8FC25-1CA6-8FAC-8043-DBF6D453879E

20 Adelaide St. E, Suite 920
Toronto, Ontario, M5C 2T6

September 25, 2026

Re: Engagement of FAAN Advisors as Chief Restructuring Officer of 13498140 Canada Inc. ("Stratford Kia"), 2717922 Ontario Inc. ("Oakville Mitsubishi"), 1000208180 Ontario Inc. ("Stratford Nissan"), 1000841404 Ontario Inc. ("Mississauga Chrysler"), Trinity Car Sales Inc. ("Trinity Car Sales"), 13517683 Canada Inc. ("1351 Canada"), 12332248 Canada Inc. ("1233 Canada"), 1000454978 Ontario Inc. ("1000 Ontario"), 1986096 Ontario Inc. ("1986 Ontario"), 1001087905 Ontario Inc. ("1001 Ontario"), Downtown Auto Centre Ltd. ("Downtown Auto Centre"), Trinity Car and Truck Rental Inc. ("Trinity Car and Truck Rental"), Trinity Auto Inc. ("Trinity Auto Inc."), Larry Hudson Family Holdings Inc. ("Hudson Family Holdings"), and 1000493417 Ontario Inc. ("Commercial Plaza") (collectively, the "Trinity Auto Group" or the "Companies")

This engagement letter confirms and sets forth the terms and conditions of the engagement of FAAN Advisors Group Inc. ("**FAAN**") as the Chief Restructuring Officer ("**CRO**") of Trinity Auto Group, including the scope of the services to be performed by FAAN and the basis of compensation for those services.

On August 7, 2026, Goldhar & Associates Ltd. ("**Goldhar**") was appointed as monitor of the Companies (in such capacity, the "**Monitor**") by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**"). On September 10, 2026, the Court granted the Second Amended and Stated Initial Order (the "**SARIO**"). Upon execution of this engagement letter by each of the parties hereto, receipt of the retainer described below, and approval by the Court of the appointment of FAAN as the CRO of the Companies and this engagement letter, this engagement letter will constitute an agreement between the Companies and FAAN (this "**Agreement**").

The Monitor is seeking approval of the appointment of FAAN and a charge (the "CRO Charge") to secure, among other obligations, payment of FAAN's fees and expenses, as detailed below, pursuant to this Agreement. For greater certainty, this Agreement is conditional upon Court approval of the CRO Charge.

1. Description of Services.

The Companies hereby engage FAAN to serve as CRO. This engagement will be led by FAAN's Managing Director, Naveed Z. Manzoor, witsh support provided by other FAAN personnel, as required. FAAN and its personnel are collectively referred to herein as the "**Engagement Personnel**".

FAAN and the Engagement Personnel shall be responsible for the duties listed below. Collectively, such CRO activities are referred to as the "**Services**".

a) Assisting the Companies and the Monitor during the CCAA proceedings ("**CCAA Proceedings**");

b) Serving as the Companies' primary contact with and working closely with the Monitor and other professionals involved in the CCAA Proceedings;

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c) Dealing with other key stakeholders in the CCAA Proceedings as necessary, including the Bank of Montreal (the "**Lender**"); and

d) Other services as customarily provided by the CRO of a company, and agreed to by FAAN, that is not duplicative of work others are performing for the Companies.

FAAN and the Monitor, may mutually agree to amend, modify or supplement the scope of the Services upon written agreement (email being sufficient).

During the performance of this Agreement, FAAN shall be an independent contractor and not an employee of the Companies, and this Agreement is not intended and will not operate to make any Engagement Personnel an employee of the Companies for any purpose. For greater certainty, this Agreement does not create any association, partnership, joint venture, employee/employer, principal/agent or any other relationship between FAAN and the Companies. As an independent contractor, FAAN shall be responsible for all federal, provincial and income taxes payable in respect of all fees payable under this Agreement.

The Engagement Personnel shall operate in collaboration with other parties pursuant to and in accordance with the CCAA Initial Order, any other order of the Court in the Companies' CCAA Proceedings, this Agreement and the definitive agreements with Trinity Auto Group that are contemplated to be approved in the CCAA proceedings, and any ancillary agreements entered into in connection therewith.

2. Compensation.

FAAN's monthly work fee for the Services will be CDN $25,000 ("**Monthly Work Fee**"), plus HST for up to 35 hours of work and an hourly rate of $725 thereafter, as well as documented out-of-pocket expenses incurred in connection with, or arising out of FAAN's activities under or contemplated by this Agreement or any Order made in the CCAA Proceedings.

Upon Court approval, FAAN shall immediately be paid a retainer in the amount of $25,000 plus applicable taxes, which shall be credited against any fees due and owing to FAAN at the termination of this Agreement. Invoices rendered by FAAN are payable promptly after receipt or unless otherwise agreed to by FAAN.

3. Termination. This Agreement will commence upon Court approval of this Agreement and may be terminated by providing not less than thirty (30) days' written notice to FAAN. In the case of just cause, this Agreement may be terminated immediately by the Monitor, for and on behalf of the Companies, with the consent of the Lender.

FAAN normally does not withdraw from an engagement unless there is material misrepresentation or failure to disclose material facts, a failure to make payment of FAAN's fees or expenses pursuant to the terms of this Agreement, or it is unethical or unreasonably difficult for FAAN to continue performance of the engagement, or other just cause. In the event that FAAN intends to withdraw from this engagement without cause, it shall provide thirty (30) days' written notice to the Monitor and the Lender.

On termination of the Agreement, any fees and expenses due to FAAN for services provided up to and including the effective date of termination shall be remitted promptly by the Companies (including fees and expenses that accrued prior to, but invoiced subsequent to, the effective date of termination). For greater certainty, if the final date of FAAN's engagement occurs mid-month, the Monthly Work Fee will be prorated based on the number of days in that month.

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The Companies and FAAN agree that notwithstanding the foregoing, any discharge of FAAN as CRO shall be subject to Order of the Court on a discharge motion to be brought within the CCAA proceedings.

The provisions of this Agreement that expressly state that they are to continue in effect after the termination of this Agreement, or which by their nature would survive the termination of this Agreement shall survive and continue to bind the parties.

4. No Audit. The Companies acknowledges and agrees that the Engagement Personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the CPA Canada, IFRS, OSC, AICPA, SEC or other provincial, state or national professional or regulatory body.

5. No Third-Party Beneficiary. The parties hereto acknowledge that all advice (written or oral) provided by FAAN to any party in connection with this Agreement is intended solely for the benefit and use of such parties in considering the matters to which this Agreement relates. Any party that receives advice provided by FAAN may choose to reproduce, disseminate, quote or refer to such information as it wishes, in its sole and absolute discretion, provided that in no event may such information be attributed to FAAN.

6. Exclusivity and Conflicts. FAAN is an independent firm that has several clients and engagements, some of which will be active during the rendering of services by the Engagement Personnel in connection with this matter. FAAN is not currently aware of any relationship that would create a conflict of interest with the Companies or those parties-in-interest of which you have made us aware.

   It is possible that FAAN may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Companies, including creditors of the Lender. In the event that FAAN's appointment as CRO and this Agreement are approved by the Court, FAAN will not represent and has not represented the interests of any entities or people which are in conflict with the interests of the Companies in connection with this matter.

7. Indemnification/Limitations on Liability. The Companies agrees that FAAN shall incur no liability for any acts or omissions of the Engagement Personnel related to the performance or non-performance of the Services and consistent with the requirements of this engagement and this Agreement, provided that such actions or omissions are not carried out in a manner that is dishonest or grossly negligent and/or the Engagement Personnel have not engaged in willful misconduct.

   The Companies shall, and hereby indemnifies and holds harmless the Engagement Personnel (the "**Indemnified Professionals"**) against all costs, charges, expenses, losses, damages, awards, liabilities, fines, penalties, taxes payable as a result of any payment made to Indemnified Professionals under this indemnity obligation (but excluding, for the avoidance of doubt, (i) any income or similar taxes payable by the CRO or any Engagement Personnel as a result of the receipt of fees payable hereunder to the CRO or compensation payable to the Engagement Personnel by FAAN, and (ii) any withholding taxes), fees (including reasonable and documented legal, professional or advisory fees or disbursements) or amounts paid to settle a claim (to the extent made with the prior written consent of the Monitor, not to be unreasonably withheld) or satisfy a judgment (collectively, a "**Liability**"); in each case, which the Indemnified Professionals may suffer, sustain, incur or be required to pay in respect of a threatened, pending or completed civil, criminal, administrative, regulatory, investigative or other proceeding to which any of them are made a party or involved in by reason of FAAN being or having been the CRO of the Company (a "**Proceeding"**) other than any Liability incurred as a result of the gross negligence or wilful misconduct of the Indemnified Professionals. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Companies' charters, bylaws or other organizational documents or policies shall affect the Indemnified Professionals' rights hereunder.

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In the context of the CCAA Proceedings of the Companies, should such proceedings be approved by the Court, the Companies shall also seek, as part of any plan confirmation, discharge order or final sale order, a full and final release of FAAN from all potentially affected parties. The Companies shall use reasonable commercial efforts to obtain such approval by the Court.

8. Assignment. Neither party shall assign their rights or obligations under this Agreement, in whole or in part, without prior written consent of the other party (and any such attempted assignment shall be void).

9. Miscellaneous. This Agreement: (a) shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to such Province's rules concerning conflicts of laws that might provide for any other choice of law, and the parties irrevocably attorn to the exclusive jurisdiction of the Court for any actions, proceedings, disputes or other matters arising out of or relating to this Agreement; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; and (c) may not be amended or modified except in writing executed by each of the parties hereto and consented to by the Monitor; and notwithstanding anything herein to the contrary, upon the completion of the mandate contemplated herein, FAAN may reference or list the mandate, and/or a general description of the Services in FAAN's marketing materials.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

FAAN ADVISORS GROUP INC.

Per: DocuSigned by: Naveed Manzoor 090F0FC3FAE4473...

Name: Naveed Z. Manzoor

Title: Managing Director

Accepted and agreed:

GOLDHAR & ASSOCIATES LTD, in its capacity as Proposed Monitor of the Trinity Auto Group, and not in its corporate or personal capacity.

Per: Signed by: Evan Mackinnon 237206F496C84D6...

Name: Clark Lonergan, CA, CPA, CIRP, LIT per Evan MacKinnon

Title: Senior Managing Director

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

Court File No. CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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**")

AFFIDAVIT OF EVAN MACKINNON

I, **EVAN MACKINNON,** of the City of Edmonton, in the Province of Alberta,

MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Managing Director with Goldhar & Associates Ltd. ("**Goldhar**"), the court-appointed monitor (the "**Monitor**") of 13498140 Canada Inc. ("**Stratford Kia**"), 2717922 Ontario Inc. ("**Oakville Mitsubishi**"), 1000208180 Ontario Inc. ("**Stratford Nissan**"), 1000841404 Ontario Inc. ("**Mississauga Chrysler**"), Trinity Car Sales Inc. ("**Trinity Car Sales**"), 13517683 Canada Inc. ("**1351 Canada**"), 12332248 Canada Inc. ("**1233 Canada**"), 1000454978 Ontario Inc. ("**1000 Ontario**"), 1986096 Ontario Inc. ("**1986 Ontario**"), 1001087905 Ontario Inc. ("**1001 Ontario**"), Downtown Auto Centre Ltd. ("**Downtown Auto Centre**"), Trinity Car and Truck Rental Inc. ("**Trinity Car and Truck Rental**"), Trinity Auto Inc. ("**Trinity Auto Inc.**"), Larry Hudson Family Holdings Inc. ("**Hudson Family Holdings**"), and 1000493417 Ontario Inc. ("**Commercial Plaza**")

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(collectively, the "**Trinity Auto Group**", the "**Debtors**" or the "**Companies**") and as such I have knowledge of the matters hereinafter deposed to.

2. Goldhar was appointed as Monitor pursuant to the Order made by the Honourable Justice W.D. Black of the Ontario Superior Court of Justice (Commercial List) on August 9, 2026.

3. Attached hereto as **Exhibit "1"** are true copies of the Receiver's time dockets with respect to professional fees incurred in respect of the receivership of the Debtors for the period to and including September 6, 2026, the amount of $403,128.63, inclusive of disbursements and HST. The professional fees represent a total of 620.65 hours at an average rate of $574.08 per hour (excluding HST).

4. To the best of my knowledge the rates charged by Goldhar in connection with acting as Monitor are comparable to the rates charged by other firms in the Toronto market for the provision of similar services.

SWORN by Evan MacKinnon in the City of Kitchener, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 24, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Emily Oladosu
A987CB26448346F...

Commissioner for Taking Affidavits
(or as may be)
Emily Oladosu (P06251)

Signed by:
Evan Mackinnon
237206F496C84D6...

EVAN MACKINNON

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

This is Exhibit “1” referred to in the Affidavit of Evan MacKinnon sworn by Evan MacKinnon before me at the City of Toronto, in the Province of Ontario, on September 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Emily Oladosu
A987CB26448346F...

Commissioner for Taking Affidavits (or as may be)

Emily Oladosu (LSO # P06251)

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

Goldhar Consulting & Tax Services Inc.
1220 Eglinton Ave W
Toronto, Ontario, M6C 2E3

INVOICE

Invoice # 00009E
Date: August 21, 2026

Trinity Automotive Group
2260 Battleford Road
Mississauga, ON
L5N 3K6

Attention: Susan Smith – Chief Financial Officer

RE: Trinity Automotive Group – CCAA Monitor

OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with our engagement as CCAA Monitor re the above noted entity for the period August 7, 2026, to August 16, 2026, as noted below:

Our Fee	$	98,792.25
Disbursements: Mileage		448.00
Subtotal		99,240.25
HST - 13.00%	$	12,901.23
TOTAL	**$**	**112,141.48**

Summary of Time Charges:

	Hours	Rate	Amount
C. Lonergan, Senior Managing Director	65.2	785.00	51,182.00
E. MacKinnon, Senior Managing Director	32.4	625.00	20,250.00
L. Pfeil, Associate	63.95	395.00	25,260.25
D. Morrison, Administrative	12.0	175.00	2,100.00
Total	173.55		$98,792.25

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

Staff	Date	Note	Hours
C. Lonergan	07-Aug-26	Review of Court materials; Attendance at Court; Day 1 activity planning and discussion with Goldhar team re: same; Update with Counsels re: [redacted]; Meeting with Company re: CCAA proceedings, next steps; Ancillary Operations discussions and next steps planning; Creditors listing, newspaper article and other statutory requirements; Coordinate IT back up and discussion with consultant re: same; LUCS planning; Treasury update and planning re: CRA, etc.	7.0
L. Pfeil	07-Aug-26	Call with Goldhar Team re: court order; Drafting Invoice 3 for The Company; Emails with The Company & Bank re: DIP funding account confirmation; On site meeting with Company Management Team re: CCAA process & general next steps; Meeting with The Company re: inventory audits & updates, etc.	6.3
C. Lonergan	08-Aug-26	Meeting at Company for Ancillary Operations review; Update with Management re: SISP, employees, Day 1 meeting with GMs; next steps for employee meetings; Attend Mississauga Chrsyler for meeting with GM; Discussion with Counsel re: [redacted]; Review of correspondence from Counsel; Update task tracking list; Correspondence to Goldhar team re: same; Review of private mortgage, etc.	5.3
L. Pfeil	08-Aug-26	Emails with The Company & counsel re: [redacted].	0.8
C. Lonergan	09-Aug-26	Correspondence with Company re: cashflows; Update with Goldhar team re: same; Review of Leggat lease; Update on IT backup and correspondence re: same; Review of inventory analysis provided by the Company; Statutory requirements update; SISP update to Goldhar team and Counsel; etc.	3.6
L. Pfeil	09-Aug-26	Drafting newspaper notice, Email to the company re: CFF, etc.	0.5

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

C. Lonergan	10-Aug-26	Employee meetings and discussions with the Company regarding commencement of proceedings and maintenance of operations; Review and discussion with the Bank regarding treasury functions, signing authorities, PCA amendments and banking controls; Discussions with Bank and Counsels regarding implementation of Monitor oversight; Review and discussion regarding CRA garnishment and unfreezing of Mitsubishi bank account; Review of vehicle lien matters and coordination with counsel and lender regarding lien release letters; Review of dealer financing and CIBC dealer agreement termination correspondence; Discussions regarding Microsoft 365 tenant administration, IT access controls and critical supplier matters; Discussions with Stellantis representatives regarding dealership operations and next steps; Update call with counsel regarding [redacted]s; Ongoing correspondence and coordination with the Company, Bank, Counsel and Goldhar team re: same, etc.	8.5
E. MacKinnon	10-Aug-26	Meet w/ Goldhar Team and travel to Stratford dealerships (Nissan and Kia). Meet with Management and employees to discuss CCAA and Initial Order (Aug 7)	4.7
D. Morrison	10-Aug-26	Formatted list of creditors and associated email/physical addresses etc.	3.0
L. Pfeil	10-Aug-26	On site meeting with The Company & Goldhar team at MUCS re: creditors list, bank account info; Call with CRA re: garnishment ; Emails with Goldhar team re: Newspaper notice; Meeting with the The Company and Goldhar team at Stratford Nissan re: CCAA process & next steps; Meeting with The Company & Goldhar team at Stratford Kia re: same; Self funded Inventory analysis update ; Emails to the Company re: Inventory update; etc.	10.5

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

C. Lonergan	11-Aug-26	Initial CCAA stabilization activities and discussions with retail lending partners regarding continuation of financing and DealerTrack funding arrangements; Review and discussion regarding treasury functions and banking authority changes with TD and BMO; Banking update discussions with lender representatives; Review of CRA remittance, payroll and HST obligations; Review of Canada General warranty and F&I obligations; Review of Stellantis operational and parts-ordering matters and discussion with Stellantis re: same; Review of OMVIC issues and regulatory correspondence; SISP update and discussion regarding prospective purchaser inquiries; Review of IT vendor matters and critical supplier issues; Update call with Kia Canada regarding Trinity restructuring matters; Review of lien release documentation and discussions with lender representatives and counsel; Meeting with Counsel and Goldhar team; etc.	7.2
E. MacKinnon	11-Aug-26	Attended Ancillary Operations (Collision and Towing) w/ Goldhar Team to discuss processes with Management. Walked through banking information identifying TD accounts. Drafted letter to TD requesting access to banking per Initial Order Goldhar Team forward to TD. Work on Monitor's First Report (comeback hearing for August 17)	7.1
D. Morrison	11-Aug-26	Formatted notice package for creditors of company.	2.0
L. Pfeil	11-Aug-26	On site meeting with The Company & Goldhar team re: Treasury function, critical vendors, bank accounts, credit cards, key employees; Emails with Banking partners re: CCAA notice; Emails re: newspaper posting; Emails with counsel re: [redacted]; Emails with The Bank re: SIV update; Updating SIV analysis, etc.	11.3

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

C. Lonergan	12-Aug-26	Update call with IT vendor regarding critical supplier status, outstanding pre-filing invoices, ongoing Microsoft 365 licensing obligations, administrative access requests, and continuation of IT services; review of related correspondence and follow-up communications; Review and discussion regarding Leggat leases and related landlord matters; Update call with Counsel [redacted]; Update discussions with the Bank and internal team members concerning operational status, stakeholder communications, cash flow requirements, and ongoing CCAA administration; Review of required disbursements, cheque approvals, and operating payment requests; discussions with the Goldhar and Company re: same; Review and comment on Bank Court materials including the affidavit, Meeting with Company's advisor, Zeifmans and discussion with Bank re: same, etc.	8.3
E. MacKinnon	12-Aug-26	Continued work on draft Monitor's First Report. Attended Mississauga Chrysler with Goldhar Team. Discussions throughout day with Management re: processes and banking	5.1
D. Morrison	12-Aug-26	produced physical copies of notice package for mailing, sent the notice to creditors using physical mailings and Emails.	3.0
L. Pfeil	12-Aug-26	Updating lease document & cheque approvals for The Company; Finalizing newspaper posting; On site meeting with The Company & Goldhar team re: ancillary operations, financial statements, SIV updates, bank statements; Finalizing creditors listing & sending notice with Goldhar team; Emails with The Bank re: SIV list; Drafting CFF of Ancillary operations from bank statements; Drafting sales agent summary for Goldhar Team; CFF week 1 variance reporting; etc.	12.3

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

C. Lonergan	13-Aug-26	Attended Trinity monitoring and controller meetings; Coordinated lender communications regarding BMO accounts, advances, and cash management; Reviewed vehicle sale and floorplan matters; Addressed payroll and cheque approval issues; Coordinated financial statement collection and reporting requirements with the Company, Goldhar team and Bank; Reviewed cheque approval requests and cheque-signing authority issues; Reviewed London payroll matters, final payroll treatment, and Monitor approval considerations; Reviewed and coordinated requests for Trinity and related entity financial statements, holdco financial information, ancillary operations financial statements, and supporting materials required for Court reporting and monitoring obligations; Review of Bank Court materials; Review of the Monitor's First Report; Attended and participated in Trinity Auto Group - Weekly Update Call regarding operational, financing, and restructuring matters with Goldhar team and the Bank; etc.	9.2
E. MacKinnon	13-Aug-26	Completion of draft report. Forwarded to counsel [redacted]. Attended Mississauga Used Car Superstore w/ Goldhar Team, meeting Management onsite. Walked through priority payables (rent, liens, payroll etc.), operations and other queries throughout day onsite.	8.2
D. Morrison	13-Aug-26	Documented creditors who's Emails where not able to receive the Email containing the creditors notice, Input data from various SISP proposals into a comparative sales matrix using Excel.	2.0
L. Pfeil	13-Aug-26	CRA documents shared with Goldhar Team for creditors listing & sending the same to Admin for website update; Initial drafting of CFF variance report; Call with The Bank & Goldhar Team re: updates & next steps; Reviewing [redacted] for Counsel & Goldhar Team; Responding to emails / calls from Creditors; Emails with The Bank & The Company re: New vehicle floorplans; Call with Finance dept. of The Company & Goldhar Team re: reporting processes moving forward, cheque approvals, payroll; etc.	10.4

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C. Lonergan	14-Aug-26	Strafford Nissan and Kia site visit; Meeting with Company's management on-site; Employee and vacation pay discussion; Treasury function update and discussion with the Company and Bank re: same; Review of OMVIC correspondence; Update call and correspondence with OMVIC re: same; Update call and correspondence with F&I vendor and their counsel; Update call with the commercial Property potential purchaser and their counsel; SISP update and discussion with Sales Agents re: same; Review of required disbursements and discussion with Company/Goldhar team re: same; TD bank update; [redacted]; Review and update to the Monitor's First Report; [redacted]; Update call with Counsel re: [redacted]; Update call with Leggat re: lease payments, etc.	10.0
E. MacKinnon	14-Aug-26	Receipt of comments back from counsel re: [redacted]. Finalized for filing. Attended Oakville Mitsubishi with Goldhar Team having discussions w/ controller over remaining items requested over past week.	7.3
D. Morrison	14-Aug-26	Continued to update the comparative sales matrix with data from new proposals that arrived throughout the day.	2.0
L. Pfeil	14-Aug-26	On site meeting reviewing bank statements from The Company to analyze post filing transactions; Reviewing sold vehicles re: pre/post filing sales; Emails with The Company re: cheque approvals; Emails with Goldhar Team re: corporate searches; etc.	7.5
C. Lonergan	15-Aug-26	Update call with Goldhar team and Chrysler GM re: inventory sale; Review of inventory analysis; Update correspondence and review of F&I vendors; Correspondence with IT vendor; Review and correspondence with Counsel re: [redacted].	2.1
L. Pfeil	15-Aug-26	Call with Mississauga Chrysler GM & Drive strategy team re: fleet deal for 11 vehicles; Analysis on same; Updating self funded vehicle tracker; Call with Goldhar Team; etc.	2.0
C. Lonergan	16-Aug-26	Update on vendor and banking update,	4.0
L. Pfeil	16-Aug-26	Updating SISP schedule comparison matrix for Goldhar Team; Inventory analysis updates, etc.	2.5

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Please make cheques payable to:
Goldhar Consulting & Tax Services Inc.
1220 Eglinton Avenue West
Toronto, ON M6C 2E3

Wire

Beneficiary: Goldhar Consulting & Tax Services Inc.
Address: 1220 Eglinton Avenue West, Toronto, ON M6C 2E3
Beneficiary Bank: Bank of Montreal
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Account No. 1986 702
SWIFT Code BOFMCAM2

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Goldhar Consulting & Tax Services Inc.
1220 Eglinton Ave W
Toronto, Ontario, M6C 2E3

INVOICE

Invoice # 00012E
Date: August 28, 2026

Trinity Automotive Group
2260 Battleford Road
Mississauga, ON
L5N 3K6

Attention: Susan Smith – Chief Financial Officer

RE: Trinity Automotive Group – CCAA Monitor

OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with our engagement as CCAA Monitor re the above noted entity for the period August 17, 2026, to August 21, 2026, as noted below:

Our Fee	$ 65,647.00
Subtotal	65,647.00
HST - 13.00%	$ 8,534.11
TOTAL	**$ 74,181.11**

Summary of Time Charges:

	Hours	Rate	Amount
C. Lonergan, Senior Managing Director	39.8	785.00	31,243.00
E. MacKinnon, Senior Managing Director	16.2	625.00	10,125.00
S. Gounden, Director	16.0	525.00	8,400.00
L. Pfeil, Associate	40.2	395.00	15,879.00
Total	112.2		$65,647.00

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Staff	Date	Note	Hours
C. Lonergan	17-Aug-26	Oversight of CCAA proceedings and dealership operations, including liquidity, treasury management, banking authorities, dealership operations and restructuring strategy; Attend comeback hearing proceedings and discussions with Counsel [redacted]; Review and coordination of banking and cash management matters with Bank; Ongoing communications with Company, Bank, Counsel and Goldhar team re: financing challenges, dealer operations, declined retail financing transactions, working capital requirements, stakeholder concerns and implementation of post-filing operational controls; Review and response to correspondence related to operational stabilization and restructuring initiatives; Review of Court Materials and Monitors report; Review of cash flows; TD update on Ancillary Operations; Call with potential CRO; Update call with Drive Strategy; Update call with Agent for Commercial Property; etc.	7.5
E. MacKinnon	17-Aug-26	Attended Mississauga Used Car Superstore. Review of priority payables with CFO. Discussions throughout day with Goldhar Team over next steps and comeback hearing.	5.1
L. Pfeil	17-Aug-26	On site at Mississauga Chrysler; Updates to Chrysler/Beilak farms deal analysis; Emails with the Company, Goldhar Team & Drive Strategy team re: same; Emails with Goldhar Team re: Drafting Affidavit of mailing; Update calls with Goldhar Team re: next steps, court order, etc.	6.3

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C. Lonergan	18-Aug-26	Review and approval of dealership disbursements cheque runs, dealer trades, lien payouts and post-filing payment obligations; Discussions with Company regarding treasury administration, banking matters, account overdrafts and lease payment issues; Review and implementation of procedures relating to post-filing rent payments and cash management controls; Discussions with OEM representatives regarding dealership operations, inventory management, dealer trade opportunities and ongoing OEM support; Review and resolution of operational vendor issues including parts suppliers, warranty providers, fuel suppliers and customer verification systems to ensure continuity of dealership operations; Discussions with OMVIC regarding regulatory matters, audit timing and ongoing cooperation during the CCAA proceedings; Review and coordination of utility provider notifications and critical vendor communications; Varioud meetings and correspondence with Company, Bank, OEMs, regulators, suppliers and Goldhar team regarding operational stabilization, inventory monetization, payment approvals, liquidity management; Calls with potential CROs; Update calls with Drive Strategy; etc.	7.2
E. MacKinnon	18-Aug-26	Follow up discussions w/ TD re: access. Correspondence with Management on matters.	3.1
L. Pfeil	18-Aug-26	On site at Oakville Mitsubishi; Discussions with The Company re: Bank account statements, vehicle funding, vehicle sales; Emails with Goldhar Team re: corporate searches and results of same; Calls/Emails with Company vendors re: payment terms and CCAA processes; Vehicle sales analysis updates & SIV listing updates; Calls with The Company & Goldhar Team re: Cheque approvals; Emails with The Company re: Vehicles for auction, Utility payments, rent payments, etc.	9.3

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C. Lonergan	19-Aug-26	Finance process meeting with Company finance personnel and restructuring advisors regarding banking authorities, cheque approval processes, treasury controls and account administration; Review and discussion regarding dealer trade approvals, lien payouts and post-filing payment protocols; Review of cheque listings and discussions with Company personnel regarding approved and outstanding disbursements; Review and discussion regarding fuel supplier accounts and ongoing vendor support arrangements; Update discussions with Company management regarding inventory monetization opportunities and dealer trade transactions; Negotiations and correspondence with Stellantis representatives regarding dealer trades, inventory transfers and OEM support; Review and discussion regarding inbound inventory, transportation arrangements and vehicle disposition strategies; Update discussions with Bank regarding weekly reporting and stakeholder update calls; Review and coordination of treasury administration matters, operational stabilization initiatives and dealership cash management processes; Ongoing communications with Company Company, Bank and Goldhar team regarding operational issues, vendor management, inventory sales and restructuring matters; Update call with OMVIC; Calls with Drive Strategy and Dealer re: inventory purchase, etc.	8.8
E. MacKinnon	19-Aug-26	[redacted]. Follow up w/ TD. Discussions w/ Goldhar Team and general managers re: status of cheques. Call w/ The Company re: finance processes	2.7
L. Pfeil	19-Aug-26	On site meeting at Mississauga Chrysler with Goldhar Team; Discussions with Management re: 29 unit dealer trade transaction & vehicle costs; Update call with Goldhar Team & The Company re: finance processes; Multiple calls with Company vendors re: CCAA process and payment processes moving forward; Emails & discussions with Goldhar Team re: 222 Advance Blvd property; Updating analysis for 29 unit dealer trade transaction; Call with client on same; Reviewing cheques for approval with Goldhar team, etc.	9.1

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C. Lonergan	20-Aug-26	Monitorship and stabilization activities including dealership operational oversight; Review and approval of payroll matters across dealership network; Discussions with OEM representatives regarding dealership operations and approvals; Review of warranty, dealer trade and utility obligations; Coordination with Company, Bank and Counsel regarding governance, operational restructuring, staffing changes and transition planning; Development of operational strategy and sales process considerations; Carious creditor communications and attendance various operational Company meetings; Multiple calls with the Bank; Update call with Drive Strategy; Update call with Purchaser of the Commercial Property; Various update calls and meetings with the Goldhar team; Update call with Nissan Canada, etc.	8.3
E. MacKinnon	20-Aug-26	Check in call w/ counsel. Reach out to Global Warranty re: critical vendor and maintaining accounts. Discussions w/ RBC and National Bank confirming no accounts and Auto Finance status.	3.2
L. Pfeil	20-Aug-26	On site at Mississauga Chrysler; Finalizing & completing dealertrade of 23 units and coordinating with Brockville Dodge for payment & shipment of vehicles; Work with The Company to facilitate this transaction including pricing, gathering keys & books, getting vehicles prepped for loading onto trucks; Various Calls, meetings & emails with The Company's vendors re: payment terms & process of CCAA; Reviewing Cheque approvals with Goldhar Team; Call with Goldhar Team & The Bank re: next steps, SISP, etc.; [redacted]; Reviewing The Company's bank statements; Updating list of vehicles for floorplans to be paid; Emails with The Bank re: lien discharge of sold unit, etc.	8.4
S. Gounden	20-Aug-26	Arrive on site at Mississauga Chrysler & meet Goldhar Team; Initial meetings with The Company & Goldhar Tean re: DMS access, creating sharepoint for accounting team for cheque approvals, etc., Reviewing bank statement materials with Goldhar Team, etc.	8.0

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C. Lonergan	21-Aug-26	Bank and Counsel strategy meeting regarding restructuring proceedings and dealership operations; Review and discussion with management regarding operational issues, dealership performance and restructuring matters; Multiple correspondence and discussions with retail financing providers, lenders and banking institutions regarding continuation of funding programs, treasury access and account control matters; Review of critical vendor obligations, dealer trade issues, F&I obligations and operational vendor restrictions; Review and approval of payroll, contractor and other operational disbursements; Review of inventory reports, Bank and dealership operational reporting; Discussion regarding consultant arrangements, vehicle realization opportunities and sale process initiatives; General stakeholder, Bank, advisor and management communications relating to the administration of the Monitor's mandate; SISP update calls with DSMA, BDO and PwC; Discussion with Mitsu GM re: operations, Various up date calls with the Bank; etc.	8.0
E. MacKinnon	21-Aug-26	Update call w/ BMO and counsel. Correspondence w/ The Company re: ancillary operations.	2.1
S. Gounden	21-Aug-26	Meetings with Goldhar Team & The Company re: Bank account access, treasury functions, operations, CDK access for Goldhar Team; Meeting with The Company, Goldhar Team & IT service providers re: Sharepoint set up & next steps for IT migration, Floorplan analysis for vehicles to pay down post-filing, All-hands call with Goldhar Team, Counsel, The Bank, etc.	8.0
L. Pfeil	21-Aug-26	Calls & Emails with multiple Company vendors, parts suppliers, auction services, financing partners re: activating accounts, payment terms; Calls with Drive Strategy Team, Dealertrade contact & Mississauga Chrysler Management team re: Dealer Trade deals, Bills of sale information; Finalizing list of units to repay floorplans with The Company; Ancillary operations analysis; Call with Goldhar Team & IT service partners re: migrating IT services across dealerships, sharepoint access for finance and treasury functions; Call with Goldhar Team, The Bank, Counsel re: next steps & updates; Reviewing bank statements re: TD accounts and ancillary operations, etc.	7.2

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Toronto, ON M6C 2E3

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Goldhar Consulting & Tax Services Inc.
1220 Eglinton Ave W
Toronto, Ontario, M6C 2E3

INVOICE

Invoice # 00015E
Date: September 10, 2026

Trinity Automotive Group
2260 Battleford Road
Mississauga, ON
L5N 3K6

RE: Trinity Automotive Group – CCAA Monitor

OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with our engagement as CCAA Monitor re the above noted entity for the period August 22, 2026, to September 6, 2026, as noted below:

Our Fee	$ 191,863.75
Subtotal	191,863.75
HST - 13.00%	$ 24,942.29
TOTAL	**$ 216,806.04**

Summary of Time Charges:

	Hours	Rate	Amount
C. Lonergan, Senior Managing Director	88.9	785.00	69,786.50
E. MacKinnon, Senior Managing Director	38.8	625.00	24,250.00
S. Gounden, Director	123.1	525.00	64,627.50
L. Pfeil, Associate	84.1	395.00	33,199.75
Total	334.9		$ 191,863.75

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Staff	Date	Comments	Hours
C. Lonergan	22-Aug-26	Various CCAA administration matters; Correspondence with Company management regarding dealership operations; Banking authority and account control review and correspondence with Bank regarding signing authorities and account administration; Review of dealership cheque approvals and cash management matters; Critical vendor review and discussion, including CDK dealership management system obligations and payment requirements; Review of operational vendor issues and related correspondence; Review of dealership visit and financial information; Discussion regarding inventory realization opportunities and potential transaction-related matters; Review of domain control and technology administration matters; etc.	2.8
C. Lonergan	23-Aug-26	Correspondence with Bank and other stakeholders regarding dealership sale process; Review and discussion of prospective purchaser inquiries; Discussion regarding used vehicle inventory disposition opportunities; Update correspondence with potential purchasers and interested parties regarding anticipated SISP process and timing; General creditor communications regarding ongoing restructuring proceedings. Review of critical vendor schedules and supporting documentation; Analysis of F&I warranty obligations, dealer trade balances and outstanding creditor claims; Correspondence regarding vendor exposure and supporting information; Review of OMVIC-related correspondence and follow-up planning regarding dealership regulatory matters; etc.	2.6

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S. Gounden	24-Aug-26	Review of BMO collateral reporting, shared collateral balances and duplicate VIN funding issues; coordination with lender representatives regarding banking, treasury and account authority matters; follow-up on CDK system access and operational data requirements; review of GoDaddy domain access, IT administration and information requests; correspondence with management, vendors and stakeholders regarding dealership operations, commissions, creditor matters and ongoing restructuring activities; update discussions with Monitor team regarding next steps and administration of the CCAA proceedings.	10.1
C. Lonergan	24-Aug-26	Review and coordination re: CCAA Proceeding matters; Discussion with Company and GM(s) regarding operational performance, dealer trades, banking and financing issues, OEM and regulatory matters, cash management and treasury functions, vendor payments and ongoing restructuring priorities; Reviewed and analyzed updated cash flow forecast materials and financial reporting; Coordinated dealership sales process, inventory monetization initiatives, employee contract matters, lien releases and vehicle title issues; Correspondence and discussions with Bank concerning sales process activities, insurance and financing matters, and ongoing CCAA administration; Update call with Stellantis Counsel re: next steps; Update call with CRO; [redacted].	8.5
L. Pfeil	24-Aug-26	On site at Mississauga Chrysler; Facilitating final 9 vehicles for dealer trade to Brockville & pricing a new listing of vehicles for the same; Various calls with Company vendors & dealer trade partners throughout the day re: CCAA, Stay of proceedings, payment terms; Bank statement reconciliation with Goldhar Team; Updating inventory analysis for all Company dealerships to see what has been sold, still available, require floorplan payments, etc.	6.3
E. MacKinnon	24-Aug-26	Discussions w/ Goldhar Team re: terminations for day to follow. [redacted].	3.4

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S. Gounden	25-Aug-26	Review and coordination re: CCAA proceeding matters; discussion with The Bank regarding shared collateral reporting, flooring facilities, Datascan access and banking administration; review of Trinity financial reporting and lender transaction inquiries; coordination with management regarding CDK access, operational reporting requirements and information requests; discussions with Goldhar team and Counsel [redacted]; review of ARIO-related materials and [redacted]; attendance at stakeholder update calls and discussions regarding operational oversight, treasury management and next steps planning.	10.3
C. Lonergan	25-Aug-26	Meetings with the Goldhar team regarding operational stabilization, treasury management, inventory verification and dealership oversight; Multiple discussion with the Bank regarding floorplan financing, vehicle funding, bank account access, cash receipts, corporate card controls and financial reporting; Review and coordination of management transition initiatives, including appointment of operational personnel, implementation of enhanced financial controls, approval authorities and communication of revised accounting and accounts payable processes across the dealership group; Discussions with Counsel regarding [redacted]; Review of correspondence from directors' counsel; Review of OEM and supplier issues including Mitsubishi, Stellantis and parts procurement matters, inventory and lien issues; OMVIC-related concerns and dealership operational requirements; Coordination regarding IT governance, information security and implementation of monitor-directed oversight of technology functions; Review of staffing matters, dealership management resources, and Ancillary Operations oversight; Discussions with Goldhar team regarding utility accounts, critical vendor matters, creditor inquiries and vendor communications; Ongoing coordination with Goldhar team regarding field work, inventory counts, reporting requirements, invoice	9.0

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		approvals, cash management and operational continuity matters; Update call GMS and GSMs, Update call with the Bank and Counsels, etc.	
L. Pfeil	25-Aug-26	On site at Mississauga Used Car Superstore; Inventory analysis with Goldhar Team including physical inventory count, reconciling with Inventory listing provided by The Company, identifying missing vehicles; Multiple emails & phone calls with The Company's vendors/suppliers including billing vendors, HR service providers; Accessing The Company's DMS system for vehicle sales analysis; Emails & conversations with Mississauga Chrysler GM re: 7 vehicle transaction & pricing the same; In person meeting with The Company's inventory manager re: responsibilities to pass to Goldhar Team, dealerships contacts, auction partners, transportation partners, general processes for handover of responsibilities to Goldhar Team; Meeting with The Bank, Counsel re: next steps, employee matters; etc.	7.5
E. MacKinnon	25-Aug-26	Onsite at dealerships. Termination of staff, meeting with staff at MUCS to discuss terminations. Follow up on status of banking re: TD. All hands call w/ BMO and counsel to discuss matters.	6.1
S. Gounden	26-Aug-26	Meetings with Goldhar team regarding dealership operations, treasury management, inventory verification, operational oversight and implementation of enhanced financial controls; discussions with lender representatives regarding floorplan financing, bank accounts, cash receipts, corporate card controls and financial reporting requirements; review of management transition initiatives, approval authorities and revised accounts payable procedures; discussions with Counsel regarding [redacted]; coordination regarding IT governance, information security, vendor oversight and implementation of Monitor-directed controls; review of inventory financing, OEM matters and ongoing reporting requirements.	10.2

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C. Lonergan	26-Aug-26	Discussions with GMs and employees regarding operational control, inventory, staffing, treasury, IT access, dealership operations and transition matters; Discussions with Counsel [redacted]; Treasury function update with the Bank and TD; Update correspondence regarding bank accounts, cash management, SIV reporting, inventory financing, interim financing matters and banking protocols; Update correspondence re: IT and domain administration protocols; Review of GoDaddy access, email administration and information systems control matters; Update call and correspondence regarding dealership operations, Drive Strategy engagement and subprime lead strategy; Discussions regarding sales initiatives and operational improvements; Review and approval of invoices, professional fee matters and engagement documentation; Update with Goldhar team re: Ancillary Operations; Various update call with the Bank; Update call with MUCS GSM;	7.5
L. Pfeil	26-Aug-26	On site at Mississauga Chrysler; Emails with the bank re: SIV listing, floorplan repayments, access to Bank portal for floorplan information; Bank statement analysis with Goldhar Team; Emails & Phone calls with MUCS electricity supplier re: payment of outstanding amounts, account information; Calls and emails with The Company & Petro Canada re: gas card repayment and CCAA process for stayed amounts owed pre-filing; Working with Goldhar Team & The Company accounting team re sharepoint access; etc.	6.1
E. MacKinnon	26-Aug-26	Discussions w/ Avison Young re: appraisal of 222 Advance Blvd. Request information of tenants from S Smith. [redacted] w/ counsel for [redacted], collecting information and attending calls throughout day.	4.5

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S. Gounden	27-Aug-26	Discussions with GMs and employees regarding dealership operations, inventory management, staffing matters, treasury administration and transition planning; review of banking protocols, SIV reporting, cash management procedures and lender correspondence; review of GoDaddy administration, email access controls and IT governance matters; discussions regarding Drive Strategy engagement, sales initiatives and operational improvements; review and approval of invoices, engagement documentation and professional fee matters; update discussions with Goldhar team regarding ancillary operations, operational controls and ongoing stakeholder communications.	9.6
C. Lonergan	27-Aug-26	Operational update meetings; Strategy discussions with Counsel and Bank; Review of critical vendor matters, warranty obligations, payroll approvals, utility and IT access issues; MetroFleet and ancillary operations update; Discussions regarding auction strategy and OpenLane access; Treasury and online banking administration matters and calls with the Bank re: same; Review of inventory, vehicle order and Drive Strategy recommendations; Review of employment and compensation matters; Various discussions with Goldhar team regarding next steps, vendor matters, treasury, Update call with Sales Agent; Update with KIA re: outstanding dealer financial statements; etc.	5.0
L. Pfeil	27-Aug-26	On site at Mississauga Chrysler with Goldhar Team re: SISP process; Incoming inventory analysis for Mississauga Chrysler to decide which inventory to keep or re route or cancel with Stellantis; Emails with MUCS electricity supplier re: payment terms; Calls/Emails with Goldhar Team, The Company & Counsel re: same; Call with Warranty provider re: outstanding amounts owed & next steps for repayment; Calls & Emails with Mississauga Chrysler GM re: dealer trades & fleet deals and pricing; Call with Goldhar Team re: next steps for Ancillary operations, rental car business, auction processes; Calls & Emails with auction provider re: account set up, etc.	7.8

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E. MacKinnon	27-Aug-26	Onsite meeting with BDO re: next steps should Sales Agent be approved, walkthrough of facility etc. Call w/ debtor counsel regarding letter sent, termination of employees and other matters. Review of new letter sent by debtor counsel. Review of CRO engagement letter draft. Discussions w/ counsel re: [redacted].	4.9
S. Gounden	28-Aug-26	Operational update meetings with management, Goldhar team, lender representatives and Counsel regarding dealership performance, restructuring initiatives and operational stabilization; review of critical vendor matters, warranty obligations, payroll approvals, utility accounts and IT administration issues; treasury function updates and discussions regarding online banking administration and cash management; review of inventory reports, vehicle ordering activity and Drive Strategy recommendations; update discussions regarding auction strategy, OpenLane access and inventory monetization initiatives; review of employment matters, dealership operations, OEM communications and stakeholder correspondence; coordination regarding next steps, reporting requirements and ongoing Monitor oversight.	12.2
C. Lonergan	28-Aug-26	Attendance at Company; Update meetings with employees at Nissan and Kia; Discussions with GMs re: next steps; Update call with OMVIC; Update correspondence re: IT and Drive Strategy protocol; Treasury function update with TD and the Bank; Update on vendor and critical vendor outstanding amounts and next steps; Insurance update; [redacted]; Review of Company correspondence; Leggat update and other Ancillary Operations; Various discussions with Goldhar team; etc.	8.0
L. Pfeil	28-Aug-26	On site at Ancillary Operations with Goldhar Team; Meeting with the manager of Ancillary Operations re: Vendors, payment processes, employees, etc.; Calls and Emails with Metro Fleet manager re: auction processes, fleet management; Correspondence with vendors re: billing and payments moving forward; etc.	5.4

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

E. MacKinnon	28-Aug-26	Attend ancillary operations w/ Goldhar Team. Meet general manager and discuss operations, requesting information on work orders outstanding, parts necessary for work, staffing/payroll. Discussed w/ consultant J Siracusa onsite. Flight to Edmonton (time not included). Correspondence w/ B Joseph re: potential fraudulent transactions on BMO account.	5.7
S. Gounden	29-Aug-26	Review of Company correspondence and stakeholder communications regarding dealership operations, creditor and vendor matters; review of outstanding critical vendor issues, inventory matters and restructuring-related correspondence; follow-up planning regarding operational priorities and ongoing Monitor oversight activities.	9.2
C. Lonergan	29-Aug-26	Review of Company correspondence; Review of vendor and creditor correspondence; Correspondence to Company re: next steps; etc.	7.0
E. MacKinnon	29-Aug-26	Preliminary work on Monitor's Second Report	2.1
S. Gounden	30-Aug-26	Discussion with Goldhar team re: [redacted] including Counsel; review of previous Court Reports and ARIO materials; review of CRO engagement documentation and template engagement letter; correspondence with Company representatives regarding operational matters, reporting requirements and ongoing restructuring activities; review of stakeholder correspondence and preparation for upcoming operational and reporting initiatives.	8.5
C. Lonergan	30-Aug-26	Discussion with Goldhar team re: [redacted] including Counsel; Review of previous Count Reports and ARIO; Update correspondence to CRO and review of template engagement letter; Review of Correspondence from the Company, etc.	2.0

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

S. Gounden	31-Aug-26	Discussion with Goldhar team re: floorplan reconciliation, inventory funding analysis and cash availability for lender payouts; Review of inventory reports, incoming orders and funded unit activity; Update correspondence and next steps planning for Monitor team and Counsel [redacted]; Review and analysis of financial reporting, vacation accrual schedules and supporting documentation with dealership management and accounting personnel; Review and follow-up correspondence with TD Auto Finance regarding bank account access, signing authorities and banking information requests; Attendance at meetings regarding cashflow forecasts, variance analysis, bank reconciliations and floorplan obligations; Review of dealership operational matters, warranty issues, information requests and stakeholder correspondence.	12.5
C. Lonergan	31-Aug-26	Review and finalize sale process for Sale Process Order and Sales Agent engagement matters; Review of draft Court materials; cash flow forecast and variance discussions with Goldhar team; Update discussions with the Bank; [redacted]; Update inventory monetization strategy, vehicle disposition initiatives and OEM rebate planning; Review of dealership operational issues including parts procurement, service operations, creditor matters, lien releases and ownership documentation; Treasury administration matters; Correspondence with creditors; Update calls with Sales Agent; Update with prospective purchasers; Vacation pay, ROE and T4 matters; KIA July statement update, Review of GM correspondence; Hour of operations discussion with the Company; etc.	6.2

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

L. Pfeil	31-Aug-26	On site at Mississauga Chrysler with Goldhar Team; Analysis on CFF variance reporting for The Company for all OEM and MUCS dealerships analyzing forecast values from the initial CFF compared to bank statement actual values; Final SIV list analysis for The Bank including correspondence with Goldhar Team and The Company re: same and analyzing The Bank's SIV list provided from audits; Correspondence with the Bank re: DAS access and reporting; MUCS analysis for Goldhar Team; Data & file collection required for SISP process; Discussions with The Company re: Openlane & vehicles for auction, etc.	10.7
E. MacKinnon	31-Aug-26	Discussions w/ TD and sign off on documentation re: access to accounts. Work on Monitor's Second Report and discussions w/ counsel re: [redacted]. Discussions w/ C Lonergan re: proposed sales process.	4.1
S. Gounden	01-Sep-26	Discussion with Monitor team and Counsel re: [redacted]; Review of Sale Process Order, ARIO/SARIO documentation and charge provisions; Attendance at stakeholder all-hands call and follow-up planning; Review of lender reporting, SIV analyses, interim financing requests and borrowing documentation; Update correspondence and coordination regarding dealership operations, vendor accounts, lease buyouts, warranty matters, HR administration, CRA liabilities, parts procurement and cash management matters.	11.5

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

C. Lonergan	01-Sep-26	Review and comment on draft Sale Process Order, ARIO amendments, Sales Agent Charge and related court materials; Discussions with Counsel [redacted]; Review and coordination of Sales Agent engagement documentation and approval process; Bank update call and all-hands meeting regarding DIP financing, cash flow requirements, sale process planning and next steps; Review of Monitor's borrowing request and borrowing certificate for interim financing draw; Revised Cash Flow Forecast format review; Variance reporting discussions with Goldhar team; Review of source deduction obligations, payroll-related remittances and treasury matters; Review of operational issues at dealership locations, including hours of operation, parts ordering, Stellantis procurement process, service department requirements and OEM inventory strategy; Review of creditor matters, vehicle ownership and lien release issues, cheque approvals, rental fleet vehicle monetization, etc.; Review of employment, HR and IT provider matters; Review of privileged communications protocol and IT system access requirements; Various creditor calls and correspondence; [redacted]; Various calls with the Bank re: treasury matters, MUSC analysis; etc.	8.8
L. Pfeil	01-Sep-26	On site at Mississauga Chrysler; Meeting with Sales Manager re: incoming inventory, dealer trades, rebates, etc; Discussions with Parts & Service managers re: FCA parts orders, warranty work, service jobs, and general next steps re: same; Call with Goldhar Team re: CFF Variance reporting & working on same; Bank statements analysis re: CFF; Call with Goldhar Team, The Bank, Counsel re: next steps, prep for next court appearance, finance and operations functions; etc.	9.4
E. MacKinnon	01-Sep-26	All hands update call w/ BMO and counsel.	1.1

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

S. Gounden	02-Sep-26	Discussion with Monitor team re: Trinity CCAA proceedings and operational stabilization initiatives; Update correspondence and next steps planning with Counsel [redacted]; Review of lender reporting requirements, cash flow forecasts, interim financing matters and SIV reporting; Review and approval of critical vendor, payroll, warranty, insurance and dealership operational matters; Discussion with dealership management teams regarding operational issues, inventory reconciliation, staffing matters and process controls; Review of correspondence from lenders, OEMs, vendors and stakeholders and preparation of responses and follow-up actions.	8.5
C. Lonergan	02-Sep-26	Review and update of the Second Report; Review of operational matters and dealership updates; Coordination regarding Mississauga Chrysler operations and staffing matters; Review and approval of Stellantis parts procurement process and related wire transfer requirements; Banking and treasury administration discussions with BMO regarding wire approvals, account access and interim financing requests; Review of cash flow reporting support schedules, bank transaction coding, variance reporting inputs and transaction classification issues; Review of employee compensation, vacation pay, commission and WEPPA-related issues; Review of creditor list matters and stakeholder inquiries; Review and comment on charge priorities and directors' charge issues; Review of court reporting materials, sale process documentation and Sales Agent engagement letter matters; Discussions with Counsel, Bank and Goldhar team regarding reporting obligations, financing requirements, operational priorities and next steps; Review of dealership lease obligations, critical vendor matters, IT planning and used dealership wind-down considerations; etc.	6.0

Docusign Envelope ID: 5E4A3C04-BCF9-8D56-8018-CA5C22E20D22

L. Pfeil	02-Sep-26	Updating CFF variance report for weeks 1 through 4 of the first cash flow forecast; Emails and calls with The Company throughout the day re: bank statements for the variance report; Calls and emails with The Company's vendors; Emails with The Company re: Openlane auction vehicles; Correspondence with Mississauga Chrysler parts manager re: OEM parts order and sending the same to stellantis; etc.	11.3
E. MacKinnon	02-Sep-26	Finalization of Second Report and Confidential Supplement. Discussions w/ Avison Young re: access to 222 Advance Blvd re: appraisal. Follow up w/ environmental company re: Phase II	6.1
S. Gounden	03-Sep-26	Discussion with Goldhar team and Counsel re: [redacted]; Review of previous Court materials, ARIO/SARIO provisions and stakeholder correspondence; Analysis of operational cash flow requirements, interim financing utilization and treasury activities; Review of dealership operating issues including vendor accounts, warranty administration, HR matters, parts procurement and inventory controls; Update correspondence to CRO, lender representatives and dealership management teams regarding operational priorities and ongoing restructuring matters; Review of ancillary operations issues and planning of next steps.	12.3
C. Lonergan	03-Sep-26	Review and update of the Monitor's Second Report and Confidential Supplementary Report; [redacted]; KERP update and Critical Vendor update; OEM parts update; Vacation pay correspondence; Inventory update; SIV and Bank account update; Discussions with TD re: treasury items; Ancillary Operations update; Update discussions with Counsel, BDO and Goldhar team regarding Court materials, reporting requirements and next steps; Review of banking access issues, TD and BMO account matters, online banking access and treasury administration; discussions regarding wire transfers, cash management and account reconciliations; Review and update of Variance reporting for Court report; etc.	7.2

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L. Pfeil	03-Sep-26	Updating & Finalizing CFF variance report re: comments from Goldhar Team; Emails and Calls with The Company re: Additional bank accounts required for CFF, details of transactions, requesting additional information re: F&I revenue, payroll for CFF Variance report; Call with Goldhar Team re: Final updates to Variance report, notes on variance report, next steps for the day re: report; Working on second CFF report; Multiple calls with Goldhar Team re: same; providing Goldhar Team & counsel materials for report re: [redacted].	13.4
E. MacKinnon	03-Sep-26	Work on Supplement to Second Report and working with counsel re: [redacted]	4.3
S. Gounden	04-Sep-26	Discussion with Monitor team re: operational updates, lender matters and upcoming Court milestones; Review of cash flow forecasts, borrowing requirements and stakeholder reporting; Update correspondence and coordination with dealership management teams regarding warranty claims, vendor payments, payroll matters and operational support; Review of dealership financial information, inventory reporting and accounts payable requirements; Discussion with stakeholders regarding transaction issues, customer matters and restructuring-related operational decisions; Review and follow-up of outstanding correspondence and action items from Monitor team, lenders, Counsel and dealership management.	8.2
C. Lonergan	04-Sep-26	Employee update meeting at Mississauga Chrysler; Review and finalize the Supplemental Report to the Second Report; Vacation pay analysis; Reviewing and finalizing the variance reporting; Reviewing and finalizing the Companies' Revised Cash Flow forecast and assumptions; Inventory update; MUCS update and planning; KERP update; review of Counsel correspondence; Treasury update, SIV and day-1 banking reversal with the Bank; Update call with rental car partner; Vehicle payout update; Review of correspondence from Companies' counsel; [redacted]; Update call with the Bank, Discussion with F&I providers; Update correspondence with OEM; etc.	8.3

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L. Pfeil	04-Sep-26	On site at Mississauga Chrysler; Finalizing Notes and assumptions for variance report & Finalizing Revised CFF with Goldhar Team; Updating Supplement to Monitor's Second Report re: same	6.2
E. MacKinnon	05-Sep-26	Review of counsel materials in preparation for court Tuesday.	3.1
E. MacKinnon	06-Sep-26	[redacted] counsel	1.1

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Payments Methods & Instructions

Cheque or Money Order

Please make cheques payable to:
Goldhar Consulting & Tax Services Inc.
1220 Eglinton Avenue West
Toronto, ON M6C 2E3

Wire

Beneficiary: Goldhar Consulting & Tax Services Inc.
Address: 1220 Eglinton Avenue West, Toronto, ON M6C 2E3
Beneficiary Bank: Bank of Montreal
Bank Address: 4841 Yonge Street, North York, ON M2N 5X2
Transit No. 24892
Institution No. 001
Account No. 1986 702
SWIFT Code BOFMCAM2

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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

AFFIDAVIT OF EVAN MACKINNON

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

Cliff Prophet
Tel: (416) 862-3509
Email: Cliff.Prophet@gowlings.com

Heather Fisher
Tel: (416) 369-7202
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Sam Gabor
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Email: sam.gabor@gowlingwlg.com

Lawyers for the Monitor

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Court File No. CL-26-00000342-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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**")

AFFIDAVIT OF HEATHER FISHER

I, **HEATHER FISHER,** of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. By Order of the Honourable Justice W.D. Black dated August 9, 2026 (the "**Appointment Order**"), Goldhar & Associates Ltd. ("**Goldhar**") was appointed as receiver (the "**Receiver**") of the assets, undertakings and properties of 13498140 Canada Inc. ("**Stratford Kia**"), 2717922 Ontario Inc. ("**Oakville Mitsubishi**"), 1000208180 Ontario Inc. ("**Stratford Nissan**"), 1000841404 Ontario Inc. ("**Mississauga Chrysler**"), Trinity Car Sales Inc. ("**Trinity Car Sales**"), 13517683 Canada Inc. ("**1351 Canada**"), 12332248 Canada Inc. ("**1233 Canada**"), 1000454978 Ontario Inc. ("**1000 Ontario**"), 1986096 Ontario Inc. ("**1986 Ontario**"), 1001087905 Ontario Inc. ("**1001 Ontario**"), Downtown Auto Centre Ltd. ("**Downtown Auto Centre**"), Trinity Car and Truck Rental Inc. ("**Trinity Car**

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and Truck Rental"), Trinity Auto Inc. ("**Trinity Auto Inc.**"), Larry Hudson Family Holdings Inc. ("**Hudson Family Holdings**"), and 1000493417 Ontario Inc. ("**Commercial Plaza**") (collectively, the "**Trinity Auto Group**", the "**Debtors**" or the "**Companies**") and as such I have knowledge of the matters hereinafter deposed to.

2. The Receiver retained Gowling WLG (Canada) LLP ("**Gowling**") to provide advice and services in respect of the receivership. Attached as **Exhibit "A"** are copies of Gowling's accounts with respect to the fees and disbursements incurred for the period July 22, 2026 to September 18, 2026. The total of the fees, disbursements and applicable taxes through September 18, 2026 was the sum of $430,332.25.

3. The fees and disbursements for the period from July 22, 2026 to September 18, 2026 are summarized in the invoices rendered to the Receiver. The invoices are a fair and accurate description of the services provided, and the disbursements incurred.

4. Attached as **Exhibit "B"** is a chart detailing the lawyers and law clerks who have worked on this matter. The average hourly rate is $921.09.

5. All of the fees are at standard rates for the services set out in the invoices, which are at or below market rates for this work.

SWORN by Heather Fisher of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 25, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Emily Oladosu
A987CB26448346F...

Commissioner for Taking Affidavits
(or as may be)
Emily Oladosu (P06251)

Signed by:
Heather Fisher
3F4D8C1DC17A4C8...

HEATHER FISHER

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This is Exhibit “A” referred to in the Affidavit of Heather Fisher sworn by Heather Fisher before me at the City of Toronto, in the Province of Ontario, on September 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Emily Oladosu
A987CB26448346F...

Commissioner for Taking Affidavits (or as may be)

Emily Oladosu (LSO # P06251)

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GOWLING WLG

Invoice

Ethos Advisory
ATTN: Clark Lonergan
1220 Eglinton Avenue West
Toronto ON M6C 2E3

September 22, 2026
INVOICE: 20816395

Our Matter: G10139874 / 270407
RE: CCAA

		HST (13.0%)
Fees for Professional Services	**$127,131.00**	$16,527.03
Disbursements (Taxable)	4,524.90	
Disbursements (Non-Taxable)	935.20	
Total Disbursements	**5,460.10**	588.24
Total Fees and Disbursements	132,591.10	
Total Taxes	17,115.27	17,115.27
Total Invoice	**149,706.37**	
Please remit balance due: In Canadian Dollars	**$149,706.37**	

Important Notice: Please Read

Please make all payments by wire transfer or electronic funds transfer (EFT)

Our complete banking details are on the remittance copy (last page) of this invoice. If you have any questions, please contact Account.Confirmation@gowlingwlg.com

Heather Fisher Signed for & on behalf of Gowling WLG (Canada) LLP

Our services are provided in accordance with our Terms of Business (www.gowlingwlg.com/TermsofBusiness), subject to any other written engagement agreement entered into between the parties.

GOWLING WLG (CANADA) LLP
1 First Canadian Place, 100 King Street West,
Suite 1600, Toronto, Ontario, M5X 1G5, Canada
GST/HST: 11936 4511 RT

T +1 (416) 862 7525
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal

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GOWLING WLG

September 22, 2026
INVOICE: 20816395

Ethos Advisory
Our Matter: G10139874
CCAA

This Invoice replaces Invoice 20793904 dated August 14, 2026.

Date	Hours	Timekeeper	Description
2026-07-22	1.50	Heather Fisher	Call with C. Lonergan re: [redacted], reviewing Ethos engagement letter with BMO re: same;
2026-07-22	0.40	Emily Oladosu	Conduct PPSA search re Trinity Group; review PPSA search;
2026-07-24	0.60	Sam Gabor	Reviewing Monitor report to BMO; phone call with C. Lonergan;
2026-07-24	0.80	Cliff Prophet	Initial review of Ethos backgrond report;
2026-07-27	0.40	Heather Fisher	Call with C. Lonergan re: [redacted];
2026-07-27	0.20	Sam Gabor	Emails from and to counsel for BMO;
2026-07-28	2.00	Heather Fisher	Calls with Chaitons, Ethos and GWLG re: initial filing logistics, internal correspondence re: DIP Term Sheet and security review;
2026-07-28	1.00	Sam Gabor	Meeting with client, Gowling insolvency team, counsel for BMO;
2026-07-28	0.80	Cliff Prophet	Further review of background report and brief instructions re tasks required;
2026-07-29	3.10	Heather Fisher	Providing instructions to K. Ross re: DIP Term Sheet and considering strategy re: same, correspondence with S. Gabor, C. Prophet and S. Kroeger re: security review, reviewing Chaitons documents re: security;
2026-07-29	0.30	Sam Gabor	Phone call with H. Fisher;
2026-07-29	1.50	Cliff Prophet	Review and comment on DIP loan terms; instructions to H. Fisher re same;
2026-07-29	0.40	Cliff Prophet	Direction to associate re DIP terms;
2026-07-29	3.60	Katie Ross	Discussing the matter with H. Fisher; reviewing security package; discussing DIP agreement with H. Fisher and C. Prophet;
2026-07-30	1.20	Heather Fisher	Correspondence with K. Ross and C. Prophet re: DIP term sheet, call with C. Lonergan re: [redacted];
2026-07-30	0.30	Cliff Prophet	Consulting with H. Fisher;
2026-07-30	0.80	Cliff Prophet	Further review of DIP arrangements and review of updated pre-filing information from client;
2026-07-30	5.00	Katie Ross	Compiling list of all loan and security documents; sharing list of outstanding documents with BMO's counsel; drafting interim financing agreement;

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September 22, 2026
INVOICE: 20816395

2026-07-31	1.60	Heather Fisher	Call with S. Kroeger and K. Ross re: security review, reviewing corporate organization and credit documents;
2026-07-31	2.00	Sam Gabor	Reviewing and considering correspondence between counsel for BMO, Ethos and Gowling throughout week regarding CCAA proceedings; phone calls with H. Fisher regarding CCAA proceedings
2026-07-31	3.20	Stephen Kroeger	Call with H. Fisher and K. Ross; receipt and review of emails from H. Fisher; reviewing security opinion; reviewing security documents;
2026-07-31	1.40	Cliff Prophet	E-mails and communicating with H. Fisher re status of court material;
2026-07-31	5.60	Katie Ross	Reviewing additional documents received from Chaitons; reviewing searches and coordinating ordering of outstanding searches; discussing next steps with H. Fisher and S. Kroeger;
2026-08-01	4.20	Heather Fisher	Reviewing and revising draft affidavit for initial order and draft initial order, [redacted]. correspondence with K. Ross and S. Kroeger re: security review, revising DIP term sheet, correspondence with BMO counsel re: same;
2026-08-02	2.00	Heather Fisher	Calls with proposed Monitor and S. Gabor re: [redacted], reviewing receivership order powers, revising draft initial order re: same;
2026-08-02	2.60	Sam Gabor	Reviewing and considering revisions to form of order; Phone call with H. Fisher regarding form of order; Phone call with Ethos and H Fisher [redacted]
2026-08-02	3.80	Katie Ross	Drafting search summary;
2026-08-03	5.00	Heather Fisher	Reviewing and providing comments re: credit affidavit, revising draft initial order, [redacted];
2026-08-03	1.60	Stephen Kroeger	Reviewing security documents;
2026-08-03	1.80	Katie Ross	Working on search summary;
2026-08-04	1.80	Heather Fisher	Correspondence with Chaitons re: DIP Term Sheet, D. To affidavit and draft order, correspondence with L. Pfeil and E. MacKinnon re: [redacted];
2026-08-04	0.50	Cliff Prophet	Instructions re content of initial order and cashflow issues;
2026-08-04	0.20	Cliff Prophet	Emails from H. Fisher;
2026-08-04	3.20	Cliff Prophet	Detailed review of initial order and affidavit and comment on same;
2026-08-04	0.60	Cliff Prophet	Preliminary review of issues re Initial Order and evidence; discussion with H. Fisher;

GOWLING WLG

September 22, 2026
INVOICE: 20816395

2026-08-05	3.10	Heather Fisher	Reviewing and revising pre-filing report of proposed Monitor, calls with Monitor re: [redacted], correspondence with Chaitons re: same, correspondence with Chaitons and C. Prophet re: CRA garnishment;
2026-08-05	6.00	Stephen Kroeger	Reviewing security and drafting security review;
2026-08-05	2.20	Emily Oladosu	Conduct litigation searches; update search list;
2026-08-05	4.80	Cliff Prophet	Review and revise initial order draft from Chaiton; e-mail to client; review comments on DIP term sheet from Chaiton; call with Chaiton;
2026-08-05	0.90	Cliff Prophet	Instructions to K. Ross and H. Fisher; review of affidavit draft; e-mail to client;
2026-08-05	0.40	Cliff Prophet	Call to client;
2026-08-05	2.10	Katie Ross	Reviewing new searches; updating security list;
2026-08-06	8.70	Heather Fisher	Revising pre-filing report of proposed Monitor, correspondence with Chaitons re: draft order, reviewing cash flow, calls with C. Prophet and proposed Monitor re: [redacted]
2026-08-06	0.30	Sam Gabor	Reviewing and considering pre-filing report;
2026-08-06	1.00	Stephen Kroeger	Drafting security review;
2026-08-06	0.90	Emily Oladosu	Update search memo; finalize pre filing report; hyperlink materials;
2026-08-06	4.50	Cliff Prophet	Review and revise pre-filing report; [redacted]; meet with H. Fisher; call with Chaitons;
2026-08-06	2.00	Katie Ross	Discussing structure with H. Fisher; finalizing search summary with additional searches received;
2026-08-07	3.30	Heather Fisher	Preparation for and attendance at initial order hearing, correspondence with GWLG and Monitor re: [redacted];
2026-08-07	2.90	Cliff Prophet	Prepare for and attend hearing; meet with H. Fisher and K. Ross;
2026-08-07	0.30	Cliff Prophet	Follow-up re security review;
2026-08-07	1.10	Katie Ross	Discussing lease security review with H. Fisher; discussing outstanding searches with E. Oladosu; reviewing new searches and updating search summary;
2026-08-08	1.00	Heather Fisher	Correspondence with Applicant's counsel and Monitor re: comeback hearing, correspondence with C. Lonergan re: [redacted];
2026-08-09	4.80	Katie Ross	Reviewing lease information and analysis of leases completed in the Pride CCAA monitor's reports; updating search summaries with information from new PPSA certified searches received on August 7;

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GOWLING WLG

September 22, 2026
INVOICE: 20816395

2026-08-10	1.40	Heather Fisher	Correspondence with Monitor re: [redacted], revising draw request, drafting termination letters re: LUCS employees;
2026-08-10	0.10	Emily Oladosu	Review service list;
2026-08-10	0.50	Cliff Prophet	Advice to H. Fisher; analyze lease finance arrangements; analysis of security position;
2026-08-10	2.40	Katie Ross	Drafting borrowing request and borrowing certificate; updating search summary report with finalized searches; reviewing list of motor vehicles; discussing lease opinion with C. Prophet and H. Fisher;
2026-08-11	1.70	Heather Fisher	Correspondence with Monitor [redacted], correspondence with GWLG re: security opinions;
2026-08-11	1.50	Sam Gabor	Reviewing security review; meetings with H Fisher and S Kroeger regarding security opinion and court prep;
2026-08-11	7.50	Stephen Kroeger	Drafting security reviews and security opinions;
2026-08-11	1.10	Cliff Prophet	Review of filing tasks for comeback; direction to H. Fisher; direction to K. Ross;
2026-08-11	0.40	Cliff Prophet	Further work on security reviews;
2026-08-12	3.50	Heather Fisher	Call with Trinity CFO and Monitor re: leasing arrangement, meetings re: leasing opinion and security review, correspondence with Chaitons re: ARIO and notice of motion;
2026-08-12	2.50	Sam Gabor	Attendance at meeting regarding Lease security; reviewing and revising security opinions; phone calls with H. Fisher regarding security opinions;
2026-08-12	10.30	Katie Ross	Reviewing security opinions; drafting lease review opinion; reviewing all leases received from the client; updating search summary update with updates from new searches; reviewing Trinity Car and Truck Rental Inc. vehicle fleet against PPSA registrations and discussing with C. Prophet and H. Fisher;
2026-08-13	0.60	Mark Emmanuel	Obtaining PPSA Verbal and PPSA Certificate against Trinity Auto Inc.
2026-08-13	0.90	Sam Gabor	Meeting with C. Prophet regarding lease vehicle opinion; reviewing Ontario PPSA and authorities regarding residual priority rules for perfecting a security interest against motor vehicles; phone call with C. Prophet;

Total Fees for Professional Services $127,131.00

Terms: payment due within 30 days of invoice date
Interest at the rate of 2.5% per annum will be charged on all amounts not paid within 30 days of invoice date
Errors and omissions excluded

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GOWLING WLG

September 22, 2026
INVOICE: 20816395

DISBURSEMENTS

Taxable Costs	
Corporate Searches - Taxable	$4,512.90
TeraView (Ontario) Online Searches & Registration - Taxable	$12.00
Total Taxable Disbursements	$4,524.90
Non-Taxable Costs	
Corporate Searches - Agency	$935.20
Total Non-Taxable Disbursements	$935.20

Terms: payment due within 30 days of invoice date
Interest at the rate of 2.5% per annum will be charged on all amounts not paid within 30 days of invoice date
Errors and omissions excluded

Docusign Envelope ID: F1999EC6-E7B4-8274-803E-EFA3B505AED4

GOWLING WLG

September 22, 2026
INVOICE: 20816395

Remittance Copy

Client:	270407 Ethos Advisory
Matter:	G10139874
RE:	CCAA
Amount Due:	$149,706.37 CAD

PAYMENT BY WIRE TRANSFER:

Bank Name:	**Canadian Imperial Bank of Commerce**
Bank Address:	84 Bank Street, Ottawa, ON K1P 5N4
Institution Number:	**010**
Transit Code:	**00186**
Beneficiary Account Name:	**Gowling WLG (Canada) LLP**
Beneficiary Address:	160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3
Beneficiary Account Number:	CDN Account: **4102916** USD Account: **0221015**
Clearing Code / Routing Number:	**CC001000186** (some systems may not accept a leading 'CC')
Pay by Swift MT 103 Direct to SwiftCode:	**CIBCCATT**
ADDITIONAL MANDATORY INFO:	Invoice number(s)/Payment details

For accurate and timely processing, email a copy of your payment confirmation to ***payments.ca@gowlingwlg.com***

Questions related to EFT registration and banking, including intermediary details, please contact **Account.Confirmation@gowlingwlg.com**

PAYMENT BY Interac E-TRANSFER:

Please send payment to *payments.ca@gowlingwlg.com*
Include the ***invoice numbers/payment details*** in the notes section of the Interac e-transfer. This will result in an automatic deposit to our account and no password is required.

PAYMENT BY CHEQUE:

Gowling WLG (Canada) LLP
PO Box 466, STN D
Ottawa, ON K1P 1C3
Canada

Please return this page with your payment payable to Gowling WLG (Canada) LLP

If you receive another email or other electronic communication purporting to be from our firm changing details of the above payment information, please do not act on the communication but contact us immediately, as it is unlikely to be genuine and may be an attempted fraud.

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Docusign Envelope ID: F1999EC6-E7B4-8274-803E-EFA3B505AED4

GOWLING WLG

Invoice

Ethos Advisory
ATTN: Clark Lonergan
1220 Eglinton Avenue West
Toronto ON M6C 2E3

September 22, 2026
INVOICE: 20816523

Our Matter: G10139874 / 270407
RE: CCAA

		HST (13.0%)
Fees for Professional Services	**$247,290.50**	$32,147.77
Disbursements (Taxable)	862.75	
Disbursements (Non-Taxable)	212.70	
Total Disbursements	**1,075.45**	112.16
Total Fees and Disbursements	248,365.95	
Total Taxes	32,259.93	32,259.93
Total Invoice	**280,625.88**	
Please remit balance due: In Canadian Dollars	**$280,625.88**	

Important Notice: Please Read

Please make all payments by wire transfer or electronic funds transfer (EFT)

Our complete banking details are on the remittance copy (last page) of this invoice. If you have any questions, please contact Account.Confirmation@gowlingwlg.com

Heather Fisher Signed for & on behalf of Gowling WLG (Canada) LLP

Our services are provided in accordance with our Terms of Business (www.gowlingwlg.com/TermsofBusiness), subject to any other written engagement agreement entered into between the parties.

GOWLING WLG (CANADA) LLP
1 First Canadian Place, 100 King Street West,
Suite 1600, Toronto, Ontario, M5X 1G5, Canada
GST/HST: 11936 4511 RT

T +1 (416) 862 7525
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal

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GOWLING WLG

September 22, 2026
INVOICE: 20816523

Ethos Advisory
Our Matter: G10139874
CCAA

PROFESSIONAL SERVICES

Date	Hours	Timekeeper	Description
2026-08-12	2.40	Cliff Prophet	Discussion with client re [redacted]; meet with K. Ross and instruct; review of preliminary lease review opinion; review and revise/comment on security review for floor planning;
2026-08-12	1.20	Cliff Prophet	Direction to H. Fisher re First Report content; direction re various issues;
2026-08-12	0.80	Cliff Prophet	Analyze and instruct on lease arrangements and legal review of same;
2026-08-12	0.80	Cliff Prophet	Further review of security opinions;
2026-08-13	5.90	Heather Fisher	Drafting First Report of Monitor, correspondence with GWLG re: security opinions, call with Monitor and S. Smith re: Leggat lease arrangement, call with C. Lonergan re: [redacted];
2026-08-13	8.30	Cliff Prophet	Review and revise/write First Report; directions to H. Fisher re service list; several meetings with K. Ross re security and lease review opinions and finalization of same; call with S. Gabor re VIN registration;
2026-08-13	6.00	Katie Ross	Finalizing and sharing lease opinion; updating security review opinions with comments from C. Prophet;
2026-08-14	3.50	Heather Fisher	Drafting First Report of Monitor, attending to service and filing re: same, calls with C. Lonergan and C. Prophet re: [redacted], call with H. Chaiton and C. Prophet re: First Report;
2026-08-14	0.20	Sam Gabor	Reviewing and considering first report;
2026-08-14	0.60	Emily Oladosu	Finalize first report; serve first report; file responding materials;
2026-08-14	1.90	Cliff Prophet	Final review of First Report and approval; final inquiries re security reviews;
2026-08-14	0.30	Cliff Prophet	E-mails re comeback logistics;
2026-08-16	2.70	Heather Fisher	Reviewing correspondence from second mortgagee re: Comeback, correspondence with C. Lonergan and C. Prophet re: [redacted], reviewing correspondence re: sales agent bids, coordinating sale process logistics;
2026-08-16	0.40	Cliff Prophet	Call to C. Lonergan;
2026-08-17	5.10	Heather Fisher	Preparation and attendence at Comeback Hearing, meetings with BMO re: Comeback Hearing and sale process, meeting with Debtors' and Applicant's counsel re:

GOWLING WLG

September 22, 2026
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			Comeback Hearing, calls with Monitor re: [redacted], correspondence with Court re: sale process motion;
2026-08-17	0.20	Sam Gabor	Phone call with H. Fisher;
2026-08-17	1.80	Cliff Prophet	Call with counsel to BMO, BMO and Goldhar re debtor position; follow-up call re various issues relating to comeback hearing;
2026-08-17	2.40	Cliff Prophet	Prepare for and appear on comeback hearing; post-hearing meeting; briefing bank re next steps on SISP; direction to H. Fisher; communicating re CRO selection;
2026-08-17	0.80	Cliff Prophet	Meet with H. Chaiton and C. Lonergan; call with new counsel to debtor;
2026-08-18	1.30	Heather Fisher	Correspondence with Monitor and C. Prophet re: [redacted], reviewing correspondence from second mortgagee re: 222 Advance property, correspondence with Court re: motion scheduling;
2026-08-18	0.20	Sam Gabor	Reviewing ARIO and Endorsement;
2026-08-18	0.70	Cliff Prophet	Call with BMO counsel re debtor activities and CRO;
2026-08-18	0.30	Cliff Prophet	E-mails re CRO and assertion of powers;
2026-08-18	0.30	Cliff Prophet	E-mails with C. Lonergan;
2026-08-19	0.60	Heather Fisher	Calls with Monitor and C. Prophet re: [redacted];
2026-08-19	0.20	Sam Gabor	Reviewing email from C. Lonergan regarding [redacted];
2026-08-19	0.30	Cliff Prophet	E-mails re enhanced powers;
2026-08-19	0.80	Cliff Prophet	Work on communications with managers; [redacted];
2026-08-19	0.50	Cliff Prophet	Communications re CRO;
2026-08-19	0.30	Cliff Prophet	Communicate with H. Fisher;
2026-08-20	1.30	Heather Fisher	Meeting with Monitor re: [redacted], reviewing correspondence with Respondents counsel re: same, correspondence with Monitor re: [redacted];
2026-08-20	1.10	Sam Gabor	Reviewing email from Monitor; meeting with Monitor and Gowling team; preparing notes of Monitor/Gowling meeting;
2026-08-20	0.60	Emily Oladosu	Revise service list; prepare motion materials;
2026-08-20	0.20	Emily Oladosu	Revise service list;
2026-08-20	2.10	Cliff Prophet	Call with client, BMO and counsel; review of e-mails; e-mail (detailed) to counsel fro 222 Advance mortgagee;
2026-08-21	2.60	Heather Fisher	Call with Monitor, Monitor's counsel, BMO and BMO's counsel, correspondence with R. Jaipargas re: Stellantis position on sale process and parts, correspondence with

GOWLING WLG

September 22, 2026
INVOICE: 20816523

			222 Advance Boulevard second mortgagee, correspondence with Monitor re: [redacted];
2026-08-21	1.10	Emily Oladosu	Draft letters re appointment of operations;
2026-08-21	1.20	Cliff Prophet	Meet with bank and counsel; direction to team re communications and next steps;
2026-08-21	0.70	Cliff Prophet	Review of multiple e-mails from debtor counsel;
2026-08-22	0.10	Heather Fisher	Correspondence with Monitor re: [redacted];
2026-08-24	3.70	Heather Fisher	Drafting Monitor operations agreements, drafting agent retainers, [redacted], correspondence with BDO re: sell-side due diligence retainer, call with R. Jaipargas and C. Lonergan re: Stellantis;
2026-08-24	0.50	Cliff Prophet	Review of letter re assertion of Monitor's powers;
2026-08-24	0.80	Cliff Prophet	Review of letter re control over IT, Treasury and other functions; instructons to H. Fisher;
2026-08-24	0.80	Cliff Prophet	Instructions re Court date and SISP preparation;
2026-08-24	1.40	Claire Strong	Review each corporate profile reports to determine which employees are directors and/or officers of the companies;
2026-08-25	5.30	Heather Fisher	Drafting operations notice letters and termination letters, [redacted], correspondence with Monitor re: [redacted], call with Monitor and BMO, revising BDO sell-side engagement letter, drafting agent engagement letters;
2026-08-25	1.00	Cliff Prophet	Communicating re dealings with management;
2026-08-25	1.40	Cliff Prophet	Call with E. McKinnon; preparation of correspondence to counsel for Debtor;
2026-08-25	0.80	Cliff Prophet	Continued work on correspondence to counsel to Debtor;
2026-08-25	1.70	Katie Ross	Reviewing vehicles noted by OMVIC as having CRA liens; ordering and reviewing VIN searches; following up with CRA for information on the liens;
2026-08-26	2.30	Heather Fisher	Correspondence with Monitor re: [redacted], revising response re: same, correspondence with BDO re: sell-side due diligence and sale process engagement, reviewing correspondence from S. Smith re: operations inquiries;
2026-08-26	2.60	Cliff Prophet	Review of letters to terminate management employees; review of letters asserting enhanced powers;
2026-08-26	1.60	Cliff Prophet	Review of CRO retainer;
2026-08-27	4.50	Heather Fisher	Call with Respondents' counsel and DIP Lender's counsel, correspondence with Monitor re: [redacted], correspondence with K. Sundberg re: IT access,

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2026-08-27	2.80	Cliff Prophet	Prepare for and particpate in long call with debtor counsel; post-call with BMO counsel; Instructions to H. Fisher;
2026-08-27	1.30	Cliff Prophet	Review of comminications re employee claims; call with client; call with counsel to BMO;
2026-08-28	1.10	Heather Fisher	Call with DIP Lender and Monitor, [redacted], correspondence with Respondents re: privilege, scope of counsel role and vacation pay;
2026-08-31	7.00	Heather Fisher	Calls with Respondents and DIP Lender re: relief sought on Sept 8, revising SISP procedure, [redacted],
2026-08-31	1.00	Emily Oladosu	Draft orders re SISP motion;
2026-09-01	4.80	Heather Fisher	Drafting SISP Approval Order and SARIO, drafting Sales Agent engagement letter, correpsondence with BDO re: same, call with Monitor/DIP Lender, calls with Monitor re: [redacted];
2026-09-01	0.70	Sam Gabor	Reviewing and considering draft court materials; meeting with H Fisher;
2026-09-01	0.60	Katie Ross	Drafting borrowing request and certificate and sharing with the Monitor;
2026-09-02	3.50	Heather Fisher	Drafting Notice of Motion and SISP order, revising SISP procedures, compiling Motion Record, attending to service and filing of same, drafting confidential supplement;
2026-09-02	0.30	Sam Gabor	Reviewing emails from client [redacted]; reviewing Second Report of Monitor and considering; email to E. McKinnon;
2026-09-02	1.70	Emily Oladosu	Draft notice of motion;
2026-09-02	1.00	Cliff Prophet	Call with counsel to BMO and monitor on August 31; instructions to H. Fisher on September 1
2026-09-02	7.50	Cliff Prophet	Communicate with D. To of BMO re allowable payments on debt during CCAA; revising Second Report; communicating with client; instructions to H. Fisher; further work on report;
2026-09-03	7.10	Heather Fisher	Drafting Supplement to Second Report of Monitor, revising factum re: SISP approval motion, [redacted], correspondence with Court re: DIP increase motion, correspondence with Court re: motion record and confidential supplement;
2026-09-03	0.50	Sam Gabor	Reviewing and considering numerous emails regarding court filings;
2026-09-03	0.20	Emily Oladosu	Revise service list;
2026-09-03	0.80	Emily Oladosu	Prepare factum; prepare application record;
2026-09-03	3.10	Cliff Prophet	Work on reports; calls with client; instructions to H. Fisher; responding to mortgagee;
2026-09-03	3.10	Cliff Prophet	Instructions on factum; review of further correspondence from TGF; instructions to Heather re response;

GOWLING WLG

September 22, 2026
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2026-09-03	6.50	Claire Strong	Copy editing draft monitor's report, second amended and reinstated initial order, sale and investment solicitation process approval order and sales and investment solicitation process information document; Compiling all documents into second report of the monitor and motion record; Attending meeting with partner H. Fisher to finalize documents to be served;
2026-09-04	7.70	Heather Fisher	Drafting Supplement to Second Report, revising factum re: SISP approval motion, correspondence with Monitor and DIP Lender re: same, coordinating service and filing re: same, attendance at all hands call, call with Monitor re: [redacted];
2026-09-04	0.10	Sam Gabor	Reviewng and considering email from DJ Miller;
2026-09-04	0.30	Neena P.A. Gupta	Conference call with C. Prophet regarding ESA obligations relating to monitorship;
2026-09-04	10.00	Stephen Kroeger	Drafting brief of law; researching law re same; emails with Gowling team re same; reviewing second report of the monitor; reviewing appendices and confidential appendices;
2026-09-04	6.80	Cliff Prophet	Attend with counsel to BMO re supplementary reports; attend with BMO for update; completing factum; instructions to Team; analysis of employment issues; communicate with former employee;
2026-09-04	7.80	Claire Strong	Drafting and compiling confidential supplement; Assist partner H. Fisher and partner C. Prophet with drafting factum and supplemental second report;
2026-09-05	0.70	Heather Fisher	Correspondence with Court re: Supplement to Second Report and factum, attending to Court logistics;
2026-09-05	0.50	Cliff Prophet	Call with H. Fisher re employment issues;
2026-09-06	0.10	Heather Fisher	Correspondence with Monoitor re: [redacted];
2026-09-07	9.40	Heather Fisher	Call with Monitor re: [redacted], call with C. Prophet and BMO counsel, reviewing and revising Monitor's Report and motion materials, drafting response to TGF inquiries and responding motion record;
2026-09-07	5.50	Cliff Prophet	Prepare response to TGF; deliver same; instructions to H. Fisher re preparation for hearing;
2026-09-07	1.10	Claire Strong	Generating blacklines of draft documents including SISP procedure, second amended and reinstated initial order and SISP approval order;
2026-09-08	7.60	Heather Fisher	Attendance at all hands call, correspondence with Monitor re: [redacted], call with S. Gounden re: [redacted], drafting Third Supplement to Second Report of Monitor, preparation for and attendance at SISP Approval motion, drafting order re: critical vendor relief, correspondence with Court re: same;

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2026-09-08	0.50	Emily Oladosu	Draft supplemental record; file supplemental record;
2026-09-08	0.80	Emily Oladosu	Draft order; Draft termination letter;
2026-09-08	5.10	Cliff Prophet	Prepare for and attend hearing re approval of SISP; meet with counsel to BMO; meet with client;
2026-09-08	0.80	Cliff Prophet	Call with BMO and counsel to update;
2026-09-08	0.30	Cliff Prophet	Communicate with counsel to BMO;
2026-09-09	10.50	Heather Fisher	Call with Monitor re: [redacted] drafting Third Supplement to Second Report of Monitor, [redacted], coordinating service and filing of same, correspondence with Court re: same, call with C. Prophet and BMO counsel;
2026-09-09	0.50	Emily Oladosu	Prepare certificate of service; hyperlink supplemental report; file report;
2026-09-09	1.70	Cliff Prophet	Advice re [redacted];
2026-09-09	1.20	Cliff Prophet	Advice re [redacted];
2026-09-09	0.60	Cliff Prophet	Calls re unauthorized funds transfers;
2026-09-09	1.80	Cliff Prophet	Review and comment on Third Supplement to Second Report; instructions to H. Fisher;
2026-09-10	5.80	Heather Fisher	Preparation for and attendance at SISP approval motion, correspondence with Court re: SARIO and SISP Approval Order, revising NDA re: Sale Process, reviewing sale process teaser,
2026-09-10	0.70	Sam Gabor	Reviewing Teaser Letter and considering;
2026-09-10	0.40	Emily Oladosu	Revise draft orders; upload materials to case centre;
2026-09-10	6.10	Cliff Prophet	Prepare for and attend at motion for SISP approval and related relief; call with BMO; further consideration of SISP matters;
2026-09-10	0.50	Katie Ross	Preparing and sharing the fourth borrowing request and certificate;
2026-09-10	0.90	Claire Strong	Drafting non disclosure agreement for sales process;
2026-09-11	1.70	Heather Fisher	Correspondence with Monitor [redacted], attendance at all hands call;
2026-09-11	0.20	Neena P.A. Gupta	Call with C. Prophet regarding [redacted];
2026-09-11	1.50	Cliff Prophet	Instructions re SISP; calls re same;
2026-09-11	0.60	Cliff Prophet	Call with client re tracing funds; call with BMO;
2026-09-13	0.40	Heather Fisher	Correspondence with C. Lonergan re: [redacted], correspondence with E. Oladosu and Monitor re: [redacted];
2026-09-14	0.60	Heather Fisher	Revising additional termination letters, [redacted], reviewing vacation pay accrual analysis;

GOWLING WLG

September 22, 2026
INVOICE: 20816523

2026-09-15	4.30	Heather Fisher	Call with Monitor re: [redacted], call with N. Gupta re: same, correspondence with R. Jaipargas re: sale process timelines, correspondence with Monitor and K. Ross re: [redacted], attendance at all hands call, correspondence with D. To re: vacation pay accrual policy;
2026-09-15	0.40	Neena P.A. Gupta	Conference call with H. Fisher regarding employment law issues arising from monitorship;
2026-09-15	1.10	Neena P.A. Gupta	Draft two letters regarding 2025 vacation pay for terminated and current employees;
2026-09-16	1.20	Heather Fisher	Correspondence with K. Ross and second mortgagee re: 222 Advance Boulevard security reivew, call with C. Prophet and C. Lonergan re: [redacted];
2026-09-17	1.90	Heather Fisher	Calls with C. Lonergan re: [redacted], attendance at all hands call, revising letters re: vacation pay accrual policy, correspondence with S. Gounden re: [redacted];
2026-09-17	1.00	Neena P.A. Gupta	Draft 2 additional letters regarding vacation pay to terminated and current employees;
2026-09-17	0.60	Claire Strong	Drafting 2025 vacation pay for current employee letters for employees of Stratford Nissan;
2026-09-18	0.70	Heather Fisher	Correspondence with Monitor and C. Strong re: [redacted], reviewing same, calls with C. Lonergan re: [redacted];

Total Fees for Professional Services $247,290.50

DISBURSEMENTS

Taxable Costs

Corporate Searches - Taxable	$790.45
TeraView (Ontario) Online Searches & Registration - Taxable	$72.30
Total Taxable Disbursements	$862.75

Non-Taxable Costs

Corporate Searches - Agency	$184.00
TeraView (Ontario) Online Searches & Registration - Agency	$28.70
Total Non-Taxable Disbursements	$212.70

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September 22, 2026
INVOICE: 20816523

Remittance Copy

Client:	270407 Ethos Advisory
Matter:	G10139874
RE:	CCAA
Amount Due:	$280,625.88 CAD

PAYMENT BY WIRE TRANSFER:

Bank Name:	**Canadian Imperial Bank of Commerce**
Bank Address:	84 Bank Street, Ottawa, ON K1P 5N4
Institution Number:	**010**
Transit Code:	**00186**
Beneficiary Account Name:	**Gowling WLG (Canada) LLP**
Beneficiary Address:	160 Elgin Street, Suite 2600, Ottawa, ON K1P 1C3
Beneficiary Account Number:	CDN Account: **4102916** USD Account: **0221015**
Clearing Code / Routing Number:	**CC001000186** (some systems may not accept a leading 'CC')
Pay by Swift MT 103 Direct to SwiftCode:	**CIBCCATT**
ADDITIONAL MANDATORY INFO:	Invoice number(s)/Payment details

For accurate and timely processing, email a copy of your payment confirmation to ***payments.ca@gowlingwlg.com***

Questions related to EFT registration and banking, including intermediary details, please contact **Account.Confirmation@gowlingwlg.com**

PAYMENT BY Interac E-TRANSFER:

Please send payment to *payments.ca@gowlingwlg.com*
Include the ***invoice numbers/payment details*** in the notes section of the Interac e-transfer. This will result in an automatic deposit to our account and no password is required.

PAYMENT BY CHEQUE:

Gowling WLG (Canada) LLP
PO Box 466, STN D
Ottawa, ON K1P 1C3
Canada

Please return this page with your payment payable to Gowling WLG (Canada) LLP

If you receive another email or other electronic communication purporting to be from our firm changing details of the above payment information, please do not act on the communication but contact us immediately, as it is unlikely to be genuine and may be an attempted fraud.

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This is Exhibit “B” referred to in the Affidavit of Heather Fisher sworn by Heather Fisher before me at the City of Toronto, in the Province of Ontario, on September 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Emily Oladosu
A987CB26440346F...

Commissioner for Taking Affidavits (or as may be)

Emily Oladosu (LSO # P06251)

Docusign Envelope ID: F1999EC6-E7B4-8274-803E-EFA3B505AED4

SUMMARY OF HOURLY RATES AND FEES

Lawyers/Clerk	Year of Call	Average Hourly Rate	Total Hours	Total
Mark Emmaunuel - Corporate Clerk		$380.00	0.6	$228.00
Heather Fisher	2018	$800.00	160.5	$128,400.00
Sam Gabor	2019	$925.00	16.1	$14,892.50
Neena Gupta	1989	$880.00	3	$2,640.00
Stephen Kroeger	2017	$725.00	29.3	$21,242.50
Emily Oladosu - Law Clerk		$485.00	12	$5,820.00
Clifton Prophet	1993	$1,390.00	115.4	$160,406.00
Katie Ross	2023	$640.00	51.3	$32,832.00
Claire Strong - Student-at-Law		$435.00	18.3	$7,960.50
		$921.09	**406.5**	$374,421.50

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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

AFFIDAVIT OF HEATHER FISHER

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

Cliff Prophet
Tel: (416) 862-3509
Email: Cliff.Prophet@gowlings.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

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 1st
	)	
JUSTICE BLACK	)	DAY 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**")

ONMIBUS 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:

(a) extending the Stay Period (as defined below);

(b) authorizing the Debtors to borrow up to an aggregate amount of $5,000,00 pursuant to the terms of the First Interim Financing Amendment;

(c) approving the Monitor's Reports (as defined below) and the activities defined therein;

(d) approving the fees and disbursements of the Monitor and the Monitor's legal counsel, Gowling WLG (Canada) LLP ("**Monitor's Counsel**') as described in the Third Report (as defined below) and the affidavit sworn in support thereof;

(e) declaring that the Debtors meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222;

(f) authorizing the Monitor to remove the Debtors' directors; and

(g) granting certain related relief

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.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period, as ordered and defined in paragraph 13 of the SARIO, is hereby further extended until and including November 27, 2026.

AMENDMENT TO INTERIM FINANCING TERM

4. **THIS COURT ORDER** that the SARIO is hereby amended as follows:

(a) Paragraph 39 shall read:

"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 $5,000,000 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.

(b) Paragraph 40 shall read:

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**"), as amended by

the First Amendment to the Interim Financing Term Sheet dated September 25, 2026, filed.

CRO CHARGE

5. **THIS COURT ORDERS** that the SARIO is hereby further amended by adding the following immediately after paragraph 46 thereof:

"**CRO Charge**

46A. **THIS COURT ORDERS** that FAAN Advisors Group Inc. ("**FAAN**"), in its capacity as Chief Restructuring Officer acting in accordance with the Engagement Letter dated September 25, 2026, entered into between FAAN and the Debtors (the "**CRO**" and the "**CRO Engagement**") and appointed pursuant to the CRO Appointment Order made by this Court as of the date hereof shall be entitled to the benefit of and is hereby granted a charge (the "**CRO Charge**"), which CRO Charge shall not exceed an aggregate total amount of $75,000, as security for its professional fees and disbursements incurred at the rates prescribed under the CRO Engagement.

46B **THIS COURT ORDERS** that, to the extent applicable, the CRO shall be entitled to the benefit of paragraphs 50 to 52 hereof."

6. **THIS COURT ORDERS** that the SARIO is hereby further amended by deleting paragraphs 50 and 51 in their entirety and replacing them with the following:

"**VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

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

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

Second - Interim Financing Charge;

Third – Sales Agent Charge (to the maximum amount of $600,000) and CRO Charge (to the maximum amount of $75,000) which Sales Agent Charge and CRO Charge shall rank *pari passu* as against each other;

Fourth – Directors' Charge (to the maximum amount of $250,000); and

Fifth – KERP Charge (to the maximum amount of $250,000).

51. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the Interim Financing Charge, the Sales Agent Charge, the CRO Charge, the Directors' Charge and the KERP 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.

52. **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."

APPROVAL OF THE MONITOR'S REPORT AND ACTIVITIES

7. **THIS COURT ORDERS** that the Monitor's Reports, and the activities and conduct set out therein, are hereby ratified and approved.

8. **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF FEES AND DISBURSEMENTS

9. **THIS COURT ORDERS** that the fees and disbursement of the Monitor for the period from August 7, 2026 to September 6, 2026, as set out in the fee affidavit of Evan Mackinnon affirmed September 24, 2026, are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's Counsel for the period from July 22, 2026 to September 18, 2026, as set out in the fee affidavit of Heather Fisher affirmed September 25, 2026, are hereby approved.

REMOVAL OF DIRECTORS

11. **THIS COURT ORDERS** that, pursuant to section 11.5 of the CCAA and effective as of the date of this Order that each of Boban James and Godshi Boban are hereby removed from their positions as directors of the Debtors (as applicable).

WAGE EARNER PROTECTION PROGRAM

12. **THIS COURT ORDERS** that pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s.1, effective October 1, 2026, the Debtors meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222.

GENERAL

13. **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.

14. **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.

15. **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.

16. **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.

17. **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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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
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PROCEEDING COMMENCED AT
TORONTO

OMNIBUS ORDER

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TAB 4

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ONTARIO
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THE HONOURABLE	)	TUESDAY, THE 1st
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JUSTICE BLACK	)	DAY 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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CRO APPOINTMENT ORDER

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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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MOTION RECORD

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