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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 1ST DAY
	)	
JUSTICE W.D. BLACK	)	OF OCTOBER, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 13498140 CANADA INC., 2717922 ONTARIO INC., 1000208180 ONTARIO INC., TRINITY CAR SALES INC., 1000841404 ONTARIO INC., 13517683 CANADA INC., 12332248 CANADA INC., 1000454978 ONTARIO INC., 1986096 ONTARIO INC., 1001087905 ONTARIO INC., DOWNTOWN AUTO CENTRE LTD., TRINITY CAR AND TRUCK RENTAL INC., TRINITY AUTO INC., LARRY HUDSON FAMILY HOLDINGS INC. AND 1000493417 ONTARIO INC.

(collectively, the "**Debtors**")

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).

GENERAL

12. **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.

13. **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.

14. **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.

15. **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.

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order.



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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 13498140 CANADA INC., 2717922 ONTARIO INC., 1000208180 ONTARIO INC., TRINITY CAR SALES INC., 1000841404 ONTARIO INC., 13517683 CANADA INC., 12332248 CANADA INC., 1000454978 ONTARIO INC., 1986096 ONTARIO INC., 1001087905 ONTARIO INC., DOWNTOWN AUTO CENTRE LTD., TRINITY CAR AND TRUCK RENTAL INC., TRINITY AUTO INC., LARRY HUDSON FAMILY HOLDINGS INC. AND 1000493417 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

OMNIBUS ORDER

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

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

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

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

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

Lawyers for the Monitor