

**Court File No.: CV-23-00709183-00CL**

**BK-25-03226764-0031**

**BK-25-03226766-0031**

**Court File / Estate No.: 31-3226764**

**31-3226766**

**JOINT REPORT OF KPMG INC. IN ITS CAPACITIES AS (I) MONITOR OF CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST, (II) PROPOSAL TRUSTEE OF HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC., AND (III) PROPOSED MONITOR OF HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC.**

**MAY 26, 2025**

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**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  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**PEOPLES TRUST COMPANY**

**Applicant**

**AND**

**CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**Respondents**

**-AND-**

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HCSI HOME COMFORT INC., IN THE CITY OF VAUGHAN, IN THE PROVINCE OF  
ONTARIO**

**AND**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HCSI HOME COMFORT 2 INC., IN THE CITY OF NORTH YORK, IN THE  
PROVINCE OF ONTARIO**

**JOINT REPORT OF KPMG INC. IN ITS CAPACITIES AS (I) MONITOR OF CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST, (II) PROPOSAL TRUSTEE OF HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC., AND (III) PROPOSED MONITOR OF HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC.**

**MAY 26, 2025**

## I. INTRODUCTION

1. This report (the “**Joint Report**”) has been prepared by KPMG Inc. (“**KPMG**”) in its capacities as (i) Court-appointed Monitor (in such capacity, the “**Monitor**”) of the Simply Green Debtors in the CCAA Proceedings (each as defined herein); (ii) proposal trustee (in such capacity, the “**Proposal Trustee**”) in connection with the Notices of Intention to Make a Proposal (each, an “**NOI**”) filed on May 23, 2025, by HCSI Home Comfort Inc. (“**HCSI 1**”) and HCSI Home Comfort 2 Inc. (“**HCSI 2**” and together with HCSI 1, the “**HCSI Entities**”) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) (the “**NOI Proceedings**”); and (iii) proposed Monitor of the HCSI Entities in the proposed consolidated CCAA proceedings with the Simply Green Debtors.
2. On November 9, 2023 (the “**Initial Order Date**”), on the application of Peoples Trust Company (“**PTC**”), the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**Initial Order**”) granting Crown Crest Financial Corp., Simply Green Home Services Inc. (“**New Simply Green**”), Simply Green Home Services Corp. (“**Old Simply Green**”), Crown Crest Capital Management Corp., Crown Crest Funding Corp., and Crown Crest Capital Trust (“**CCCT**” and collectively, the “**Crown Crest Leasing Group**” or the “**Simply Green Debtors**”) protection pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and appointing KPMG as the Monitor. These proceedings under the CCAA are hereinafter referred to as the “**CCAA Proceedings**”.
3. The Initial Order, among other things:
  - (a) granted a stay of proceedings (the “**Stay of Proceedings**”) against the Simply Green Debtors, the Monitor, the CRO (as defined herein), or affecting the Business or the Property (as defined in the Initial Order), for an initial 10-day period (the “**Initial Stay Period**”);
  - (b) granted certain expanded powers to the Monitor, including the authorization to apply to the Court, on its own behalf or on behalf of the Simply Green Debtors, for any

orders necessary or advisable to carry out its powers and obligations under the Initial Order or other order of the Court in the CCAA Proceedings;

- (c) approved the appointment of HWS Consulting Inc. (“**HWS**”), acting through Josef Prosperi and others, to act as the Chief Restructuring Officer (the “**CRO**”) of the Simply Green Debtors pursuant to an engagement letter dated November 8, 2023 (as may be amended, the “**CRO Engagement Letter**”);
  - (d) authorized the CRO to oversee the Business and the Property of the Simply Green Debtors, and otherwise exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter which included, *inter alia*, the authority to enter agreements on behalf of the Simply Green Debtors;
  - (e) approved the terms of an interim financing facility (the “**DIP Facility**”), with a maximum principal amount of \$15 million, provided by PTC (in such capacity, the “**DIP Lender**”) to the Simply Green Debtors, pursuant to a DIP facility term sheet dated November 9, 2023 (the “**DIP Term Sheet**”), and ordered that borrowings under the DIP Facility could not exceed \$1.1 million during the Initial Stay Period unless otherwise ordered by the Court; and
  - (f) granted certain charges (the “**Charges**”) over the Property of the Simply Green Debtors.
4. At the comeback hearing held on November 17, 2023, the Court issued the Amended and Restated Initial Order (the “**ARIO**”), which incorporated certain amendments to the Initial Order, including (a) extending the Stay of Proceedings to and including February 10, 2024; (b) increasing the maximum borrowings under the DIP Facility to \$10 million; and (c) increasing the maximum amount of the Charges.
5. On February 5, 2024, the Court issued an Order, among other things, (a) extending the Stay of Proceedings to and including May 10, 2024; and (b) increasing the maximum borrowings permitted under the DIP Facility to \$15 million.

6. On May 7, 2024, the Court issued an Order, among other things, (a) extending the Stay of Proceedings to and including September 27, 2024; (b) increasing the maximum borrowings permitted under the DIP Facility to \$21 million; and (c) approving the First DIP Amendment (as defined and attached to the Third Report (as defined herein)), including the extension of the maturity date to September 28, 2024.
7. On September 25, 2024, the Court issued an Order, among other things: (a) extending the Stay of Proceedings to and including January 31, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$25 million; (c) approving the Second DIP Amendment (as defined and attached to the Fourth Report (as defined herein)), including extending the maturity date to January 31, 2025; (d) approving the actions, activities and conduct of the Monitor described in the pre-filing report of the Proposed Monitor dated November 6, 2023 (the “**Pre-Filing Report**”), the first report of the Monitor dated November 16, 2023, the second report of the Monitor dated January 29, 2024, the third report of the Monitor dated May 1, 2024 (the “**Third Report**”), and the fourth report of the Monitor dated September 19, 2024 (the “**Fourth Report**”); and (e) approving the fees and disbursements of KPMG and its counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), incurred through to July 31, 2024.
8. On January 9, 2025, the Court issued an Order (the “**Fourth Stay Extension Order**”), among other things: (a) extending the Stay of Proceedings to and including April 4, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$30 million; and (c) approving the Third DIP Amendment (as defined in and attached to the Fifth Report of the Monitor dated January 3, 2025 (the “**Fifth Report**”)), including the extension of the maturity date to April 4, 2025. A copy of the Fifth Report is attached hereto as **Appendix “A”** (without appendices).
9. On April 4, 2025, the Court issued an Order (the “**Settlement Approval Order**”), among other things, approving and giving effect, as it relates to the Simply Green Debtors, to: (a) the settlement of two proposed class actions relating to the Simply Green Debtors: a proposed class action (the “**Bonnick Action**”) commenced prior to the Initial Order Date against certain of the Simply Green Debtors and their former CEO, Mr. Lawrence Krimker

(“**Krimker**”), among others, and a separate proposed class action commenced against PTC (the “**PTC Action**” and, together with the Bonnick Actions, the “**Class Actions**”), which relates to and overlaps with the Bonnick Action; and (b) the settlement agreement in relation thereto, which is attached as Appendix “C” to the Sixth Report of the Monitor dated March 25, 2025 (the “**Settlement Agreement**” and the “**Sixth Report**”, respectively). A copy of the Sixth Report is attached hereto as **Appendix “B”** (without appendices). The Settlement Agreement provides for the full resolution of all claims raised or which could have been raised against the Settling Defendants (as defined therein, which includes the Simply Green Debtors and the HCSI Entities) in the Class Actions, including any and all claims relating to the portfolio of Leases (as defined in the Settlement Agreement) held by the Settling Defendants across Canada.

10. On the same day, the Court issued an Order (the “**Fifth Stay Extension Order**”), among other things: (a) extending the Stay of Proceedings to and including July 4, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$34 million; and (c) approving the Fourth DIP Amendment (as defined in and attached to the Sixth Report), including the extension of the maturity date to July 4, 2025.
11. As described in greater detail below, on May 23, 2025, HCSI 1 and HCSI 2 commenced the NOI Proceedings by each filing an NOI pursuant to Section 50.4(1) of the BIA bearing court file number BK-25-03226766-0031 and estate/court file no. 31-3226766, and court file number BK-25-03226764-0031 and estate/court file no. 31-3226764, respectively. KPMG was named as the Proposal Trustee in the NOI Proceedings.
12. The Monitor of the Simply Green Debtors has previously provided the Court with seven (7) reports (including the Pre-Filing Report). The Proposal Trustee of the HCSI Entities has not filed any prior reports in the NOI Proceedings.
13. Copies of materials and documents filed in connection with the CCAA Proceedings are available on the Monitor’s website at [kpmg.com/ca/crowncrest](https://kpmg.com/ca/crowncrest) (the “**Case Website**”). Copies of materials and documents filed in connection with the NOI Proceedings will also be made available on the Case Website should the relief sought jointly by the Proposal

Trustee and the Monitor in the within motions be granted by this Court. In addition, KPMG has arranged for a toll-free hotline at 1-833-668-6400 and an email address at [crowncrest@kpmg.ca](mailto:crowncrest@kpmg.ca) through which creditors of the Simply Green Debtors or the HCSI Entities or other interested parties can make inquires related to the CCAA Proceedings or the NOI Proceedings.

## II. PURPOSE OF REPORT

14. The purpose of this Joint Report is to provide the Court with information pertaining to:
- (a) an overview of the activities of the Simply Green Debtors, under the stewardship of the CRO, and the Monitor since the issuance of the Fifth Stay Extension Order,
  - (b) an overview of the activities of the Proposal Trustee in the NOI Proceedings;
  - (c) the Simply Green Debtors' reported receipts and disbursements for the period from March 23, 2025 to May 17, 2025 (the "**March 23 Cash Flow Forecast**"), including a comparison of reported to forecasted results;
  - (d) the Simply Green Debtors' cash flow forecast (the "**Updated Cash Flow Forecast**") for the period May 18, 2025 to November 1, 2025 (the "**Forecast Period**"), which Updated Cash Flow Forecast now includes the HCSI Entities;
  - (e) HCSI 1 and HCSI 2, and the NOI Proceedings commenced on May 23, 2025;
  - (f) KPMG's motion, brought in its capacities as Proposal Trustee of the HCSI Entities and Monitor of the Simply Green Debtors, requesting, for and on behalf of the Simply Green Debtors and the HCSI Entities, that the Court issue the Second Amended and Restated Initial Order (the "**SARIO**"), among other things,
    - (i) declaring that the HCSI Entities are companies to which the CCAA applies;
    - (ii) authorizing, pursuant to section 11.6 of the CCAA, the continuation under the CCAA of the NOI Proceedings and consolidating them with the within CCAA Proceedings;

- (iii) approving (A) the CRO Work Fee (as defined herein) of \$65,000 per month payable to the CRO by the Simply Green Debtors and the HCSI Entities pursuant to the Fifth CRO Amendment (as defined herein); (B) the Success Fee (as defined herein); and (C) sealing the unredacted Fifth CRO Amendment pending further order of the Court;
- (iv) approving the engagement of Canadian Imperial Bank of Commerce (“**CIBC**”), as sales agent (the “**Sales Agent**”) in respect of the SISP, including (A) the Sales Agent Work Fee payable to the Sales Agent on a monthly basis during the Term of the CIBC Engagement Letter; (B) the Completion Fee; (C) the First Amendment to the CIBC Engagement Letter; (D) the granting of the Sales Agent Charge (all as defined herein); and (E) sealing the unredacted CIBC Engagement Letter pending further order of the Court;
- (v) approving the Fifth DIP Amendment (as defined herein) and amending paragraph 44 of the SARIO to increase the maximum borrowings permitted under the DIP Facility to \$38.6 million;
- (vi) approving the DIP Joinder (as defined herein) to add the HCSI Entities as obligors under the DIP Term Sheet;
- (vii) amending paragraph 36 of the SARIO to expand the CRO Powers (as defined in the SARIO), for the purpose of authorizing the CRO to effect corporate filings of the Simply Green Debtors and the HCSI Entities, as may be required, and to clarify that the CRO Powers include the authority to execute agreements on behalf of the Simply Green Debtors and the HCSI Entities in connection with the SISP;
- (viii) approving the proposed key employee retention plan (“**KERP**”); and
- (ix) extending the Stay of Proceedings to and including October 31, 2025;

- (g) KPMG’s motion, in its capacity as the Proposal Trustee, for orders under the BIA, among other things, discharging the Proposal Trustee and terminating the NOI Proceedings (the “**Discharge and Termination Orders**”); and
- (h) KPMG’s motion, in its capacity as Monitor of the Simply Green Debtors, requesting, for and on behalf of the Simply Green Debtors and the HCSI Entities (hereinafter, assuming the relief sought in the SARIO is approved, the “**Debtors**”), that the Court issue an Order (the “**SISP Order**”), among other things,
  - (i) approving the sale and investment solicitation process in respect of the Debtors’ Business and Property (the “**SISP**”), and authorizing and empowering the Monitor and the Sales Agent to implement the SISP in accordance with its terms;
  - (ii) approving the actions, activities and conduct of the Monitor referred to in the Fifth Report, the Sixth Report and this Joint Report; and
  - (iii) approving the fees and disbursements of the Monitor and its counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), for the period from August 1, 2024 to April 30, 2025, as set out in this Joint Report.

### **III. TERMS OF REFERENCE**

15. In preparing this Joint Report, KPMG has relied solely on information and documents provided to it by the Simply Green Debtors, the HCSI Entities, the CRO, and their respective advisors, including unaudited, draft and/or internal financial information, financial projections prepared by the Simply Green Debtors, and discussions with management of the Simply Green Debtors, the sole remaining director of the HCSI Entities, and the CRO (collectively, the “**Information**”). In accordance with industry practice, except as otherwise described in the Joint Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted

Auditing Standards (“GAAS”) pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

16. The Joint Report should be read in conjunction with the Affidavit of Mr. Josef Prospero sworn May 26, 2025 (the “**May 26 Prospero Affidavit**”), on behalf of the CRO, in support of this motion, as certain information contained in the May 26 Prospero Affidavit has not been included herein in order to avoid unnecessary duplication.
17. Future orientated financial information contained in the Updated Cash Flow Forecast (as defined herein) is based on the Simply Green Debtors’ estimates and assumptions regarding future events. Actual results will vary from the information presented even if the hypothetical assumptions occur, and variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Updated Cash Flow Forecast will be achieved.
18. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

#### **IV. ACTIVITIES OF THE SIMPLY GREEN DEBTORS AND THE CRO**

19. Since the Initial Order Date, the Simply Green Debtors, under the stewardship of the CRO and the supervision of the Monitor have stabilized the Simply Green Debtors’ business and have been conducting operations in the ordinary course since that time. The CRO, with the assistance of the Monitor, has performed the following activities since the date of the Fifth Stay Extension Order, as further detailed in the May 26 Prospero Affidavit:
  - (a) continuing to work closely with the Monitor to actively prepare the Simply Green Debtors for the SISP, including finalizing the engagement with the Sales Agent, refining materials and information expected to be required for the due diligence process undertaken by potential bidders, and developing a confidential information memorandum;
  - (b) working with the Monitor to assess the status of the HCSI Entities and determine the appropriate path for maximizing the value of the HCSI Entities’ business;

- (c) developing the KERP, for the purpose of incentivizing key employees to support the Simply Green Debtors and the HCSI Entities (should the requested relief in the SARIO be granted) through the implementation of the SISP;
- (d) continuing to focus on the continuation of internal management engagement and the retention of key employees as the Simply Green Debtors move towards seeking Court approval of the SISP;
- (e) continuing to implement certain cost-saving initiatives and improving performance metrics across key areas of the business operations and lease portfolios, which have assisted the Simply Green Debtors in operating within the cash flow projections;
- (f) continuing to re-align internal resources after the implementation of cost-saving initiatives to allow same to continue to carry through operations with minimal disruption to customer service, collections and billing;
- (g) maintaining active engagements with key industry participants in order to understand market trends and the potential impact of the current political and economic environment; and
- (h) continuing to operate the day-to-day business of the Simply Green Debtors.

**V. ACTIVITIES OF THE MONITOR/PROPOSAL TRUSTEE**

20. Since the date of the Fifth Stay Extension Order, KPMG's activities have included:

- (a) monitoring the Simply Green Debtors' cash flows and reviewing analyses on variances to the Simply Green Debtors' cash flow forecast;
- (b) communicating with certain interested parties regarding the Business and Property of the Simply Green Debtors and their potential interest in same;
- (c) assisting the Simply Green Debtors, in consultation with the CRO and the DIP Lender, with updating the Updated Cash Flow Forecast;

- (d) corresponding and communicating with the DIP Lender and its counsel in respect of the Simply Green Debtors' cash flows and other matters relating to the CCAA Proceedings;
- (e) assisting the Simply Green Debtors and the CRO with their communications with stakeholders including employees, vendors, key partners and creditors;
- (f) with the assistance of legal counsel, reviewing the business arrangements between the Simply Green Debtors, Home Corp Services Inc. ("**Home Corp**"), and the HCSI Entities, as applicable;
- (g) assisting the HCSI Entities with the preparation of materials to commence the NOI Proceedings;
- (h) discussions with the CRO, PTC and the Sales Agent in respect of the engagement of the Sales Agent;
- (i) preparing the SISP Order and the SISP, and engaging with the Sales Agent, the CRO, PTC, and counsel to the Class Actions in connection therewith;
- (j) reviewing materials prepared by the Sales Agent for the SISP;
- (k) reviewing materials filed by the CRO in connection with the within motion; and
- (l) with the assistance of its legal counsel, preparing the SISP, this Joint Report and the motion materials for approval of the SARIO, the Discharge and Termination Orders, and the SISP Order.

**VI. CASH RECEIPTS AND DISBURSEMENTS FROM MARCH 23, 2025 TO MAY 17, 2025**

- 21. The March 23 Cash Flow Forecast was filed with the Court in support of the hearing for the Fifth Stay Extension Order.
- 22. The Simply Green Debtors have continued to provide the Monitor with their co-operation and access to their premises, books and records. The Monitor has implemented procedures

for monitoring the Simply Green Debtors' receipts and disbursements on a weekly basis. The Monitor has also worked with the Simply Green Debtors to prepare forecast to actual variance analyses with respect to their weekly cash flows as compared to the March 23 Cash Flow Forecast.

23. A comparison of the Simply Green Debtors' actual cash receipts and disbursements as compared to the March 23 Cash Flow Forecast for the 8-week period ending May 17, 2025, is summarized as follows:

<b>Crown Crest Leasing Group</b>			
<b>Summary of Actual Receipts and Disbursements</b>			
<i>For the eight-week period from March 23, 2025 to May 17, 2025</i>			
<b>In C\$; unaudited</b>			
<b>Week ending</b>			
	<b>Actual</b>	<b>Forecast</b>	<b>Variance</b>
			<b>Fav/(Unfav)</b>
<b>Receipts</b>			
Customer receipts	9,609,860	9,077,098	532,762
Other receipts	1,180,598	1,200,000	(19,402)
<b>Total receipts</b>	<b>10,790,457</b>	<b>10,277,098</b>	<b>513,359</b>
<b>Operating disbursements</b>			
Technical servicing	868,566	1,098,624	230,058
Billing cost	72,681	64,139	(8,541)
Adjudication	-	6,221	6,221
Third-party call centre	206,428	193,710	(12,718)
General & administrative	149,206	199,860	50,654
IT	235,182	209,188	(25,994)
Rent and utilities	142,540	141,988	(552)
Payroll	904,830	941,144	36,314
Professional fees	412,798	719,900	307,102
Tax remittances	986,695	823,460	(163,234)
<b>Total operating disbursements</b>	<b>3,978,925</b>	<b>4,398,234</b>	<b>419,309</b>
<b>Net operating cash flow</b>	<b>6,811,532</b>	<b>5,878,864</b>	<b>932,669</b>
Debt servicing	7,844,073	7,756,057	(88,016)
Net cash flow before external funding	(1,032,540)	(1,877,193)	844,652
DIP funding	1,000,000	2,000,000	(1,000,000)
<b>Net cash flow</b>	<b>(32,540)</b>	<b>122,807</b>	<b>(155,348)</b>
Opening cash	1,816,138	1,816,138	-
Net cash flow	(32,540)	122,807	(155,348)
<b>Ending cash</b>	<b>1,783,598</b>	<b>1,938,945</b>	<b>(155,348)</b>
<b>Cumulative DIP Facility (excl. accrued interest)</b>			
Opening balance	28,646,532	28,646,532	-
DIP funding	1,000,000	2,000,000	(1,000,000)
Accrued interest	426,858	428,685	(1,827)
<b>Closing balance</b>	<b>30,073,389</b>	<b>31,075,216</b>	<b>(1,001,827)</b>

24. As reflected in the summary table above, the Simply Green Debtors reported a net negative cash outflow of approximately \$1.0 million over the 8-week period, after concurrent lease

agreement (“CLA”) and debt servicing payments. The net negative cash outflow was funded by cash on hand and \$1.0 million of advances under the DIP Facility (bringing the total DIP Facility advances to \$30.1 million, inclusive of accrued interest, since the commencement of the CCAA Proceedings). As at May 17, 2025, the Simply Green Debtors had a cash balance of approximately \$1.8 million, a negative variance of \$0.2 million as compared to the March 23 Cash Flow Forecast.

25. The \$0.2 million negative cash variance can be summarized as follows:
- (a) a positive variance of \$0.5 million related to customer receipts, which was due to an increased volume of buyouts of equipment leased by the Simply Green Debtors’ customers and a partial reversal of temporary delinquencies arising in December 2024 from the transition of Enbridge customers to other payment methods, such as pre-authorized payments;
  - (b) a positive variance of \$0.4 million related to operating disbursements, primarily the result of lower than forecast professional fees (\$0.3 million) due to timing, and lower than forecast technical servicing costs (\$0.2 million) due to lower call-out volumes compared to historical actuals adjusted for warranty claims. These positive variances were offset by a negative variance in tax remittances of \$0.2 million;
  - (c) a negative variance of \$0.1 million in CLA and debt servicing payments, which is primarily due to the higher volume of buyouts compared to forecast; and
  - (d) a negative variance of \$1 million in DIP funding due to positive variances in total receipts and operating disbursements, as noted above.
26. As at May 17, 2025, the Simply Green Debtors had drawn \$30.1 million under the DIP Facility, including accrued interest.

## **VII. UPDATED CASH FLOW FORECAST**

27. The Simply Green Debtors, with the assistance of KPMG and in consultation with the CRO, have prepared the Updated Cash Flow Forecast for the purpose of projecting the estimated liquidity needs of the Debtors (which, assuming the SARIO is granted, includes the HCSI Entities) during the Forecast Period. A copy of the Updated Cash Flow Forecast, the accompanying notes and a report containing prescribed representations regarding the Updated Cash Flow Forecast is attached hereto as **Appendix “C”**.
28. The Updated Cash Flow Forecast has been prepared on a conservative basis using probable and hypothetical assumptions set out in the notes to the Updated Cash Flow Forecast. The Updated Cash Flow Forecast reflects the Debtors’ estimates of receipts and disbursements on a weekly basis over the Forecast Period.
29. Forecast operating cash receipts over the Forecast Period total approximately \$27.0 million, primarily related to the collection of monthly payments from the customers of the Debtors.
30. Forecast total disbursements (excluding debt servicing costs) over the Forecast Period total approximately \$12.9 million and primarily consist of payroll (\$2.7 million), costs associated with the technical servicing (call-outs, repairs and maintenance) of the portfolio (\$3.3 million), professional fees (\$2.1 million) and sales tax remittances (\$2.5 million).
31. Over the Forecast Period, a total of approximately \$21.0 million will be paid to PTC to service debts owing under the warehouse loan agreements and secured debenture facilities with PTC and in respect of the CLAs.
32. After CLA and debt servicing payments, the Debtors are projected to incur a net cash outflow of approximately \$7 million over the Forecast Period. Accordingly, the Updated Cash Flow Forecast projects the use of cash on hand as of the beginning of the Forecast Period and additional borrowings under the DIP Facility in the amount of \$7.0 million over the Forecast Period. These amounts may differ due to the timing of receipts and disbursements during the Forecast Period. Accordingly, borrowings under the DIP Facility

are projected to increase to \$38.6 million by the end of the Forecast Period, including the capitalization of accrued interest on a monthly basis.

33. As noted below, the Updated Cash Flow Forecast reflects that, subject to the relief sought in the proposed SARIO being granted, including in respect of the Fifth DIP Amendment and DIP Joinder, the Debtors are projected to have sufficient liquidity to fund their obligations to the end of the proposed Stay Period (as defined herein).
34. The Monitor notes that the Updated Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

## **VIII. CONTINUING AND CONSOLIDATING THE NOI PROCEEDINGS**

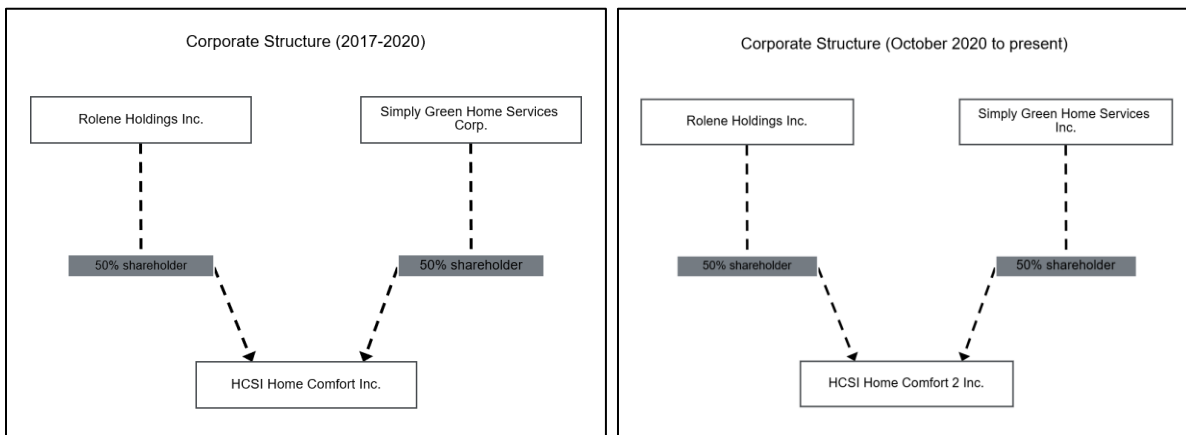
35. KPMG, in its capacities as Proposal Trustee of the HCSI Entities in the NOI Proceedings and Monitor of the Simply Green Debtors in the CCAA Proceedings, is requesting in this motion that the Court authorize the continuation under the CCAA of the NOI Proceedings and consolidate them with the within CCAA Proceedings. The relationship between the Simply Green Debtors and the HCSI Entities, the context behind the commencement of the NOI Proceedings, and the evidentiary basis for the requested relief, is set out below.

### **Background to HCSI Entities**

36. The Simply Green Debtors are in the business of leasing and servicing home improvement equipment to retail consumers, including heating, ventilation and air conditioning (“**HVAC**”) equipment and other related products. The lease portfolio owned by the Simply Green Debtors is spread across the common law provinces of Canada, with the majority of the equipment leases being in Ontario.
37. In Ontario, one of the channels by which the Simply Green Debtors originated lease agreements was through the supply of HVAC equipment to builders of residential homes and then entering into lease agreements with the purchasers of the new homes. This origination channel is referred to by the Simply Green Debtors as the “Residential New Construction” or “RNC” business (the “**RNC Business**”). Since 2017, the majority of the

RNC Business was originated through the Simply Green Debtors' joint venture partners, HCSI 1 and, after an internal reorganization in 2020, HCSI 2.

38. HCSI 1 and HCSI 2 are both incorporated under the *Canada Business Corporations Act*. The registered head office of HCSI 1 is 80 Bass Pro Mills Dr, Unit 5, Vaughan, Ontario and the registered head office of HCSI 2 is 2225 Sheppard Avenue East, Suite 800, North York, Ontario.
39. HCSI 1 has two shareholders: Rolene Holdings Inc. (“**Rolene**”) and Old Simply Green (together, the “**HCSI 1 Shareholders**”), each of whom holds 50% of the outstanding shares of HCSI 1.
40. HCSI 2 has two shareholders: Rolene and New Simply Green (together, the “**HCSI 2 Shareholders**” and, together with the HCSI 1 Shareholders, the “**HCSI Shareholders**”), each of whom holds 50% of the outstanding shares of HCSI 2. Copies of the corporate profile reports for the HCSI Entities are attached hereto as **Appendices “D”** and “**E**”.
41. Organizational charts for HCSI 1 and HCSI 2 are set out below:



42. The Monitor understands that the manner by which lease agreements were originated by the HCSI Entities under the RNC Business and assigned to the Simply Green Debtors was generally as follows:

- (a) A third-party entity named Home Corp, which is under common control with Rolene, would enter into builder site agreements with residential home builders (the “BSAs”). Under each applicable BSA, the home builder authorized HCSI 1 or HCSI 2, as applicable, to supply HVAC equipment to all the new homes built on the site, and the home builder agreed to install such equipment in the newly constructed homes. The home builder also agreed to include an acknowledgement in all agreements of purchase and sale with the purchasers of new homes that the HVAC equipment supplied and installed in the home was on a “rental basis” and that the purchaser would agree to enter into a lease agreement with the applicable HCSI Entity in respect of such equipment.
- (b) While Home Corp procured the BSAs, it did not have the infrastructure and capital to run the leasing programs required to fulfill such agreements. Accordingly, pursuant to a supply agreement between Home Corp, HCSI 1 and Old Simply Green dated August 14, 2017 (the “**2017 Supply Agreement**”), HCSI 1 agreed to supply and deliver the HVAC equipment to the home builders for each approved BSA and agreed to pay Home Corp a commission for each HVAC unit delivered to that site. HCSI 1 also agreed to pay an installation allowance to the respective home builders for each HVAC unit installed. For its part, Old Simply Green agreed to perform the lease program administration requirements. Under this supply arrangement, all of the working capital required to perform under the BSAs was funded by Old Simply Green and sold to HCSI 1 at cost (which transactions, the Monitor understands, were recorded by HCSI 1 as a book entry).
- (c) Prior to October 2020, HCSI 1 would then assign and transfer on a periodic basis certain tranches of lease agreements to CCCT, operating as the lease program financier, pursuant to a Master Assignment and Program Agreement between HCSI 1 and CCCT dated August 1, 2017 (the “**2017 MAPA**”). The Monitor understands that approximately 5,500 lease agreements were originated by HCSI 1 and assigned by HCSI 1 to CCCT during the 2017-2020 period. Including customers who assumed

leases from the original purchasers of new homes, approximately 5,000 of those lease agreements remain active today (the “**HCSI 1 Leases**”).

- (d) In 2020, there was an internal reorganization of Old Simply Green, HCSI 1 and CCCT. From that point forward, HCSI 1 was replaced with HCSI 2 and the lease agreements originated by HCSI 2 under the RNC Business were assigned to New Simply Green instead of CCCT pursuant to a Master Assignment and Program Agreement between HCSI 2 and New Simply Green dated October 13, 2020 (the “**2020 MAPA**” and, together with the 2017 MAPA, the “**MAPAs**”). As part of this internal reorganization, the parties also entered into a new supply agreement dated October 13, 2020, which is substantially similar to the 2017 Supply Agreement, and New Simply Green agreed to perform the lease program administration requirements. The Monitor understands that approximately 6,250 lease agreements were originated by HCSI 2 and assigned by HCSI 2 to New Simply Green since October 2020. Including customers who assumed lease agreements from the original purchasers of new homes, approximately 6,000 of those lease agreements remain active today (the “**HCSI 2 Leases**” and together with the HCSI 1 Leases, the “**HCSI Leases**”).
43. The HCSI 1 Shareholders are parties to a shareholders agreement in respect of HCSI 1 dated August 14, 2017 (the “**2017 Shareholders Agreement**”). The HCSI 2 Shareholders are parties to a shareholders agreement in respect of HCSI 2 dated October 13, 2020 (the “**2020 Shareholders Agreement**” and together with the 2017 Shareholders Agreement, the “**Shareholders Agreements**”). The Shareholders Agreements govern the parties’ respective interests, obligations, liabilities, ownership and rights in HCSI 1 and HCSI 2, respectively. Among other things, the Shareholders Agreements require prior written consent of the HCSI Shareholders for (a) the sale, lease, exchange or other disposition of all or substantially all of the assets or undertakings of HCSI 1 or HCSI 2, respectively; and (b) the financing of any equipment (whether by way of loans, revolving facilities or sales of receivables) through or using any party other than CCCT (prior to 2020) and New Simply Green (post-2020) or affiliates thereof. The Shareholders Agreements also provide that the affairs of HCSI 1 and HCSI 2 are to be managed by a board of directors (each, an

“**HCSI Board**”), which shall at all times consist of two directors, being one nominee of each shareholder. At all relevant times prior to the Initial Order Date, Krimker was the Simply Green Debtors’ nominee on each HCSI Board. In conjunction with the issuance of the Initial Order, Krimker resigned as a director of the HCSI Entities.<sup>1</sup> There is currently only one remaining director of the HCSI Entities on each HCSI Board (being the Rolene nominee).

44. The HCSI Entities do not currently have any employees, nor do they lease or own any real property. To KPMG’s knowledge, HCSI 1 has one bank account and HCSI 2 does not have any bank accounts, and other than the Class Actions and any actions related thereto, there is one (1) outstanding litigation involving the HCSI Entities. All of the banking for the HCSI Entities was historically managed by the Simply Green Debtors.
45. KPMG understands that the HCSI Entities do not have the financial resources to independently fund new HVAC equipment purchases or the other costs required to operate the RNC Business, nor do they have the operational capability to independently service the existing HCSI Leases. As a result, while the Simply Green Debtors have continued to service the existing HCSI Leases, there have been no new originations under the RNC Business since the Initial Order Date.

### **Financial Position of the HCSI Entities**

46. As private companies, HCSI 1 and HCSI 2 maintain internal, unaudited financial statements which are prepared by the Simply Green Debtors (as they maintain the books and records for the HCSI Entities). Copies of the financial statements for HCSI 1 and HCSI 2 as of March 31, 2025 are attached as **Appendices “F” and “G”**.
47. The balance sheet of HCSI 1 reflects total assets of approximately \$21.4 million as at March 31, 2025, which primarily relates to the future receipts from customers under HCSI 1 Leases. The balance sheet also reflects total liabilities of approximately \$17.6 million as at March 31, 2025, including secured borrowings of approximately \$11.8 million, and

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<sup>1</sup> Krimker’s resignation as a director of HCSI 1 has not yet been registered.

approximately \$5.5 million in other unsecured amounts due to related parties (which the Monitor understands relates to advances by Old Simply Green for the purchase of HVAC equipment and delivery, cash transfers, collection shortfalls, service calls and consulting fees). With respect to the secured amounts reflected on HCSI 1's balance sheet, the Monitor understands that such amounts relate to the assignment transactions with CCCT involving the HCSI Leases, which assignment transactions appear to have been reflected as financing transactions in the books and records of HCSI 1.

48. The balance sheet of HCSI 2 reflects total assets of approximately \$25.8 million as at March 31, 2025, which primarily relates to the future receipts from customers under HCSI 2 Leases. The balance sheet also reflects total liabilities of approximately \$24.6 million as at March 31, 2025, including secured borrowings of approximately \$17.3 million, approximately \$2.0 million in accounts payable (which the Monitor understands to be amounts owing to various home builders for unpaid installation allowances) and approximately \$4.9 million due to related parties (which the Monitor understands relates to advances by New Simply Green for the purchase of HVAC equipment and delivery, cash transfers, collection shortfalls, service calls and consulting fees). With respect to the secured amounts reflected on HCSI 2's balance sheet, the Monitor understands that such amounts relate to the assignment transactions with New Simply Green involving the HCSI Leases, which assignment transactions appear to have been reflected as financing transactions in the books and records of HCSI 2.
49. The Monitor understands that there are no taxes owing for either of HCSI 1 or HCSI 2.
50. KPMG understands that substantially all of the monthly cash flows received by the HCSI Entities (approximately \$0.5 million per month) are used to repay amounts owing to CCCT and New Simply Green, as applicable. As such, absent a sale of the HCSI Leases and other HCSI Property (as defined herein), the HCSI Entities do not have the ability to repay their outstanding obligations to the Simply Green Debtors and other third-party creditors. The PPSA search results for HCSI 1 and HCSI 2, as at May 25, 2025, are attached hereto as **Appendices "H" and "I"**, respectively.

## **Need to Include HCSI Entities in the SISP**

51. As noted above, the HCSI Entities have historically relied on funding provided by the Simply Green Debtors to operate the RNC Business. However, this funding ceased as of the Initial Order Date. The Simply Green Debtors have not financed any new HVAC equipment since the Initial Order Date.
52. The HCSI Entities are also unable to raise additional financing. As noted above, the Shareholders Agreements require the prior written consent of all the HCSI Shareholders to permit the HCSI Entities to finance any equipment (whether by way of loans, revolving facilities or sales of receivables) through or using any party other than CCCT or New Simply Green, as applicable, or an affiliate. The Monitor understands that the Simply Green Debtors are not prepared or able to agree to any new equipment financing, given the ongoing CCAA Proceedings, and are not prepared to allow any other party to provide such financing.
53. As a result of these financial and operational issues, the HCSI Entities, and the HCSI Entities' business more generally, are languishing, and the value of the HCSI Property is potentially eroding. In these circumstances, the HCSI Shareholders, the CRO and KPMG, in its capacity as Proposal Trustee for the HCSI Entities and the Monitor in the CCAA Proceedings – all agree that the status quo is not sustainable and that the best way to maximize the value of the HCSI Entities' business is for the HCSI Property to be marketed and sold with the rest of the Simply Green Debtors' lease portfolio through the SISP, as described below.
54. The HCSI Entities are also "Settling Defendants" under the Settlement Agreement and, accordingly, have agreed to allow the HCSI Leases to be marketed and sold as part of the SISP. In return for the contributions that the Settling Defendants are making to the Class Actions, the Settling Defendants (including the HCSI Entities) will receive the benefit of the releases set out in the Settlement Agreement, which are described in more detail in the Sixth Report. The releases will effectively cleanse the Leases (as defined in the Settlement Agreement), which include the HCSI Leases, of any and all claims of the Class, including

the claims of rescission, thereby increasing the likelihood that a third-party purchaser will be interested in acquiring such leases.

55. The Monitor and the CRO are also of the view that it would be preferable for the HCSI Entities to become respondents in the CCAA Proceedings in order to efficiently and effectively market and sell the HCSI Entities' current and future assets, property and undertakings, if any (the "**HCSI Property**") pursuant to the SISP, as, among other things, doing so would (a) allow the Monitor and CRO to oversee the HCSI Entities and exercise their respective powers granted by the Court to market and sell the HCSI Property; and (b) ensure that the HCSI Property can be sold free and clear pursuant to a vesting order issued by the Court, which any potential purchaser of the HCSI Property will likely require in the current circumstances. If the HCSI Entities are not respondents in the CCAA Proceedings, there is a risk that potential purchasers will not attribute fair value to the HCSI Property or be unwilling to proceed with a potential transaction absent Court approval of a transaction.
56. The HCSI Shareholders agree that the best path forward involves including the HCSI Property in the SISP and the HCSI Entities as respondents in the CCAA Proceedings. The HCSI Shareholders have also agreed to reserve their rights with respect to any proceeds of sale of the HCSI Leases, and to dispute same and any allocation thereof as between the HCSI Entities and the Simply Green Debtors, until following the sale of any such HCSI Leases pursuant to the SISP.

### **Commencement of NOI Proceedings**

57. In furtherance of the above, the CRO, on behalf of the Simply Green Debtors, delivered a letter to the HCSI Entities on May 22, 2025, demanding immediate repayment of the aggregate amount of \$10,421,732, which represents unsecured amounts owing by the HCSI Entities to the Simply Green Debtors (the "**Demand Letter**"). The amounts set out in the

Demand Letter have not been paid and, absent a sale of the HCSI Property, the HCSI Entities do not have the capability of repaying these amounts.

58. On May 23, 2025, following receipt of the Demand Letter and with consent of each of the HCSI Shareholders, the sole remaining director of the HCSI Entities resolved to commence the NOI Proceedings by filing the NOIs.
59. The commencement of the NOI Proceedings was undertaken with a view to obtaining the benefit of the immediate automatic stay of proceedings afforded under the BIA prior to continuing and consolidating them with the within CCAA Proceedings. HCSI 2 has other unsecured creditors besides the Simply Green Debtors, including certain home builders, and without the automatic stay, there was a risk that such creditors could take enforcement steps or other self-help actions in the intervening period between the service of any motion materials and the hearing of the motion.
60. Since the filing of the NOIs, no steps have been taken by the HCSI Entities in the NOI Proceedings. KPMG, in its capacity as Proposal Trustee of the HCSI Entities, intends to issue the prescribed notices to the creditors of the HCSI Entities advising of the NOI Proceedings, prior to the date of the hearing for the proposed SARIO.

### **Monitor Recommendations**

61. KPMG, in its capacities as Proposal Trustee of the HCSI Entities, proposed Monitor for the HCSI Entities in the CCAA Proceedings, and Monitor of the Simply Green Debtors in the CCAA Proceedings, recommends that the SARIO be granted to continue the NOI Proceedings under the CCAA and consolidate them with the within CCAA Proceedings for the following reasons:
  - (a) the HCSI Entities are affiliated with the Simply Green Debtors;
  - (b) the HCSI Entities are companies to which the CCAA applies;
  - (c) the HCSI Entities have liabilities exceeding \$5 million;

- (d) the CRO, on behalf of the Simply Green Debtors, issued the Demand Letter to the HCSI Entities on May 22, 2025. The amounts owing to the Simply Green Debtors, the largest creditors of the HCSI Entities, remain outstanding and there is no prospect of repayment;
- (e) the HCSI Entities do not have the capacity to operate their business or facilitate a sale of the HCSI Property without the financial and administrative support and assistance of the Simply Green Debtors as the Simply Green Debtors manage, among other things, the books and records, lease administration, servicing and collections related to the HCSI Leases and fund all equipment and other expenses;
- (f) continuing the NOI Proceedings under the CCAA and consolidating them with the within CCAA Proceedings will eliminate the prescribed stay of proceedings periods set out in the BIA and provide the Monitor and the CRO with more stability and flexibility to effectively market and sell the HCSI Property in the SISF, to identify one or more value maximizing transactions which is in the best interests of the Simply Green Debtors and the HCSI Entities;
- (g) Rolene, as the other 50% shareholder of HCSI 1 and HCSI 2, supports the relief sought (and, in fact, the Rolene nominee on the HCSI Board resolved to file the NOI Proceedings);
- (h) if the relief sought in the SARIO is granted, the HCSI Entities will be added through the DIP Joinder as obligors under the DIP Term Sheet and therefore, will have sufficient liquidity to fund their obligations until the end of the proposed Stay Period;
- (i) PTC supports the addition of the HCSI Entities as respondents in the CCAA Proceedings, and the specific relief sought in the proposed SARIO in connection therewith, including adding the HCSI Entities as obligors under the DIP Term Sheet and that the DIP Lender's Charge (as defined herein) will only secure the Obligations (as defined in the DIP Term Sheet) incurred by the HCSI Entities from and after June 2, 2025; and

- (j) KPMG is the Proposal Trustee of the HCSI Entities and has consented to act as Monitor of the HCSI Entities in the consolidated CCAA proceedings. A copy of the Consent to Act is attached hereto at **Appendix “J”**. Neither KPMG nor any of its representatives or affiliates has at any time in the past two years been (i) a director, officer or employee of the HCSI Entities; (ii) related to the HCSI Entities, or to any director or officer of the HCSI Entities; or (iii) the auditor, accountant or legal counsel, or a partner or employee of the auditor, accountant or legal counsel, of the HCSI Entities.

### **Discharge and Termination Orders**

62. Should the SARIO be granted, KPMG, in its capacity as Proposal Trustee, seeks the Discharge and Termination Orders under the BIA for each of the HCSI Entities in the NOI Proceedings, discharging KPMG as Proposal Trustee and terminating the NOI Proceedings, and approving the Proposal Trustee’s activities and fees up to a maximum aggregate amount.
63. As described above, since the filing of the NOIs, no steps have been taken by the HCSI Entities in the NOI Proceedings, and if the relief sought in the SARIO is granted, the NOI Proceedings will be continued under the CCAA and consolidated with the within CCAA Proceedings.
64. The relief sought by the Proposal Trustee in the Discharge and Termination Orders is therefore appropriate in the circumstances.
65. To date, KPMG has not created a case website for the NOI Proceedings. As noted above, if the Court approves the continuation of the NOI Proceedings under the CCAA and the consolidation with the within CCAA Proceedings, all materials filed in the NOI Proceedings will be made available on the Case Website for the within CCAA Proceedings.
66. The Monitor is proposing to dispense with the need to have comeback motion within ten (10) days of issuance of the SARIO in respect of the HCSI Entities, should the requested relief in the SARIO be granted, as (i) all known creditors of the HCSI Entities will have

been made aware of the NOI Proceedings once the prescribed notices to the creditors of the HCSI Entities are delivered; (ii) the Monitor would not be planning to seek any additional relief at a comeback motion; (iii) no additional advances under the DIP Facility will be made within the 10-day period from the issuance of the SARIO; and (iv) the proposed SARIO provides that all parties are at liberty to bring a motion on seven (7) days' notice to the Service List.

## **IX. SISP APPROVAL**

67. As forecasted in the Sixth Report, since the Fifth Stay Extension Order was granted, KPMG, in its capacity as Monitor of the Simply Green Debtors, has continued to advance, in consultation with the CRO and the DIP Lender, the development of a SISP in respect of some or all of the business or assets of the Simply Green Debtors and the HCSI Entities, with a view to entering into one or more value-maximizing transactions.
68. Now that the Settlement Approval Order has been granted by the Court, the Monitor proposes to implement the proposed SISP, a copy of which is attached hereto as **Appendix "K"**.
69. The proposed SISP will be conducted by the Monitor and the Sales Agent, in consultation with the CRO and PTC and with the assistance of the Simply Green Debtors and the HCSI Entities. The SISP is intended to solicit interest in, and opportunities for: (a) one or more sale(s) or partial sale(s) of all, substantially all, or certain portions of the Property or the Business (as those terms are defined in the SISP which, for greater certainty, includes the HCSI Property) of the Debtors; and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of all or some of the Debtors or all or part of the Business.
70. The SISP describes the manner in which prospective bidders may gain access to due diligence materials concerning the Debtors, the Business and the Property, the manner in which interested parties may participate in the SISP, the requirements related to the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder (as defined herein) and the requisite approvals to be sought from the Court in connection therewith.

71. The SISP, if approved, will commence on June 2, 2025 at 12:01 a.m. (prevailing Eastern Time) (the “**SISP Commencement Date**”). The key milestones following commencement of the SISP are as follows, as such dates may be modified or extended by the Monitor in accordance with the terms of the SISP:

<b>Stage</b>	<b>Description</b>	<b>Dates</b>
Process Letter and Access to VDR (as defined herein)	The Sales Agent, in consultation with the Monitor, the CRO and PTC, will disseminate marketing materials and a process letter to potentially interested parties identified by the Monitor, the Sales Agent, the CRO, PTC and the Debtors, solicit interest from parties with a view to such interested parties entering into non-disclosure agreements (each, an “ <b>NDA</b> ”), and provide applicable parties who have entered into an NDA with the Debtors access to one or more virtual data rooms (collectively, the “ <b>VDR</b> ”) containing, among other things, diligence information.	No later than three (3) business days after the SISP Commencement Date
Phase I Bid Deadline	The Sales Agent will request that parties submit a letter of intent to bid (“ <b>LOI</b> ”) to the Monitor and the Sales Agent, meeting at least the requirements set forth in Section 12 of the SISP, as determined by the Monitor and the Sales Agent, in consultation with the CRO and PTC (a “ <b>Phase 1 Qualified Bid</b> ”, and such party, a “ <b>Phase 1 Qualified Bidder</b> ”), by the Phase 1 Bid Deadline (as defined herein). PTC will be deemed to be a Phase 1 Qualified Bidder even if it does not submit a LOI or Phase 1 Qualified Bid.	July 11, 2025 at 5:00 p.m. (prevailing Eastern Time) (“ <b>Phase 1 Bid Deadline</b> ”)
Notification of Phase 1 Qualified Bid	The Monitor and the Sales Agent will, by no later than the Notification Deadline (as defined herein), notify each party who submitted an LOI as to whether such LOI constitutes a Phase 1 Qualified Bid and whether such party has been determined to be permitted to proceed to “Phase 2”.	July 18, 2025 at 5:00 p.m. (prevailing Eastern Time) (“ <b>Notification Deadline</b> ”)

Stage	Description	Dates
Qualified Bid Deadline	The Sales Agent, in consultation with the Monitor, the CRO and PTC, will request that Phase 1 Qualified Bidders submit a binding offer (“ <b>Phase 2 Bid</b> ”) to the Monitor and the Sales Agent, meeting at least the requirements set forth in Section 18 of the SISP, as determined by the Monitor and the Sales Agent, in consultation with the CRO and PTC (a “ <b>Qualified Bid</b> ”, and such party, a “ <b>Qualified Bidder</b> ”), by the Qualified Bid Deadline (as defined herein).	September 24, 2025 at 5:00 p.m. (prevailing Eastern Time) (“ <b>Qualified Bid Deadline</b> ”)
Auction (as defined herein)	If one or more Qualified Bids has been received by the Monitor and the Sales Agent on or before the Qualified Bid Deadline, the Monitor and the Sales Agent, in consultation with the CRO and PTC, may elect to proceed with an auction process to determine the Successful Bid(s) (the “ <b>Auction</b> ”).	September 26, 2025 at 10:00 a.m. (prevailing Eastern Time)
Selection of Successful Bid	Prior to the Successful Bid Selection Deadline (as defined herein), (a) the Monitor, in consultation with the Sales Agent, PTC and the CRO, will select one or more successful bid(s) (the “ <b>Successful Bid</b> ”, and such bidder, the “ <b>Successful Bidder</b> ”), having regard to such factors as consideration payable in respect of the Qualified Bid, the likelihood of closing, and such other factors as the Monitor, in consultation with the Sales Agent and the CRO, considers relevant; and (b) the highest Qualified Bid may not necessarily be selected as the Successful Bid.	September 30, 2025 at 5:00 p.m. (prevailing Eastern Time) (“ <b>Successful Bid Selection Deadline</b> ”)

Stage	Description	Dates
Approval Order Hearing (as defined herein)	Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Monitor in consultation with the CRO and PTC, the Monitor, for and on behalf of the Debtors, will apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Debtors to complete the transactions contemplated thereby, as applicable, and authorizing the Debtors to (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the transaction(s) contemplated in such Successful Bid (each, an “ <b>Approval Order</b> ” and the hearing, the “ <b>Approval Order Hearing</b> ”).	October 15, 2025, subject to Court availability
Outside Date	Outside Date by which the Successful Bid must close (Successful Bid may be completed and closed in advance of the Outside Date, which is intended as a “long-stop” date).	December 31, 2025 (prevailing Eastern Time)

72. Under the terms of the SISP, if (a) no LOI has been received by the Monitor and the Sales Agent by the Phase 1 Bid Deadline; (b) the Monitor and the Sales Agent, in consultation with the CRO and PTC, determine that no LOI constitutes a Phase 1 Qualified Bid; or (c) no LOI provides for a purchase price or investment amount that is satisfactory to PTC, then the SISP will be terminated and the Monitor, in consultation with the Sales Agent and the CRO, may accept a Credit Bid (as defined in the SISP) (or such other bid), if any, from PTC or supported by PTC directly and/or indirectly for the Business and the Property, or seek advice and directions from the Court.
73. If (a) no Qualified Bid has been received by the Monitor and the Sales Agent on or before the Qualified Bid Deadline; (b) the Monitor and the Sales Agent, in consultation with the CRO and PTC, determine that no Phase 2 Bid constitutes a Qualified Bid; or (c) PTC

determines that the Qualified Bid(s) provide for an aggregate purchase price or investment amount that is not satisfactory to PTC, then the SISP will be terminated and the Monitor, in consultation with the Sales Agent and the CRO, may accept a Credit Bid (or such other bid), if any, from PTC or supported by PTC directly and/or indirectly, for the Business and the Property, or seek advice and directions from the Court; provided that, subparagraph (c) will not apply if the Qualified Bid(s) provide for an aggregate purchase price or investment amount sufficient to allow the Debtors to, on closing, repay in cash in full its funded debt obligations owing to PTC.

74. The SISP contains other customary terms and also permits the Monitor to modify, amend, vary or supplement the SISP, without the need for obtaining an order of the Court; provided that, the Monitor, in consultation with the Sales Agent and the CRO and PTC, determines that such modification, amendment, variation or supplement is not material and is useful in order to give effect to the substance of the SISP, the SISP Order, and the Initial Order and maximize the value of the Property and/or the Business.

#### **Monitor's Recommendation on the SISP**

75. The Monitor is of the view that the proposed SISP is fair, transparent and appropriate in the circumstances and will optimize the Debtors' ability to evaluate options to maximize the value of the Business and Property for the Debtors' stakeholders for the following reasons:
- (a) the SISP provides for a marketing of the Debtors' Business and Property by the Monitor and the Sales Agent, in consultation with the CRO and PTC;
  - (b) the Debtors' business and assets will be widely exposed to the market for a sufficient length of time;
  - (c) the Debtors will continue to operate as normal with no interruption or intervention during the SISP, maximizing the value of the Business;
  - (d) the SISP contains auction provisions to maximize sale value in the event of multiple overlapping Qualified Bids;

- (e) in the event that a suitable sale transaction does not materialize, PTC maintains the right to credit bid its secured debt against the Property;
- (f) the Simply Green Debtors' operations are currently being funded by the DIP Lender, whose advances are keeping the business in operation while sale, investment and restructuring options are pursued. It is accordingly important that the SISP be commenced as soon as practicable and that the SISP timelines be maintained so that the Debtors have an opportunity to enhance the value of the Business and Property rather than continuing to incur debt;
- (g) the SISP was developed and structured by the Monitor and the CRO, in consultation with the Sales Agent and PTC, and is otherwise in accordance with the Settlement Agreement;
- (h) the SISP is supported by the Monitor, the CRO and PTC; and
- (i) as of the date of this report, the Monitor is not aware of any objections to the SISP.

### **Sales Agent Agreement**

- 76. The proposed SARIO approves the engagement of CIBC as the Sales Agent, pursuant to an engagement letter between CIBC, HWS, PTC and the Monitor dated April 28, 2025 (the "**CIBC Engagement Letter**"). A redacted copy of the CIBC Engagement Letter is attached hereto as **Appendix "L"**. An unredacted copy of the CIBC Engagement Letter is attached hereto as **Confidential Appendix "M"** and will be provided separately to the Court on a confidential basis.
- 77. Pursuant to the CIBC Engagement Letter, the Sales Agent's responsibilities will include:
  - (a) preparing any confidential information memorandum or other documents appropriate for the solicitation of expressions of interest from third parties in the SISP on behalf of the Debtors;
  - (b) identifying, approaching and conducting discussions with prospective purchasers;

- (c) providing financial analysis and related advice to the Monitor and the CRO as to the financial implications of a Proposed Transaction<sup>2</sup>;
- (d) organizing the SISP and advising the Monitor and the CRO of its progress;
- (e) together with counsel and other advisors, assisting and advising the Monitor, in consultation with the CRO and PTC, with respect to negotiating the form, structure and price of a Proposed Transaction;
- (f) together with counsel and other advisors, assisting the Monitor, in consultation with the CRO and PTC, with negotiating documentation necessary to complete a Proposed Transaction; and
- (g) providing such other financial advisory services in connection with a Proposed Transaction as the Monitor, the CRO and the Sales Agent agree, in writing, are appropriate in the circumstances.

78. The CIBC Engagement Letter provides that the following fees shall be payable to the Sales Agent:

- (a) CIBC Work Fee – a monthly work fee during the term of the CIBC Engagement Letter (the “**CIBC Work Fee**”), which work fee shall be credited against any fee otherwise payable to the Sales Agent (including the Completion Fee (defined herein)); and
- (b) Completion Fee – a base completion fee (the “**Completion Fee**”), payable at the time of closing of any Proposed Transaction that is completed or agreed during the term of the CIBC Engagement Letter or during the 12-month period following the expiry or termination of the CIBC Engagement Letter.

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<sup>2</sup> “Proposed Transaction” is defined in the CIBC Engagement Letter as (a) one or more sale(s) or partial sale(s) of all, substantially all, or certain portions of the Simply Green Debtors’ property and business and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of all or some of the Simply Green Debtors or all or part of its business, which may be effected in a single transaction or a series of transactions, or any such similar transaction.

79. If the Sales Agent is requested to provide any other services in addition to those described in the CIBC Engagement Letter, the terms and conditions relating to such additional services will be outlined in a separate letter of agreement and the fees of such services will be in addition to the fees payable under the CIBC Engagement Letter. Regardless of whether the Proposed Transaction is completed, the Simply Green Debtors shall reimburse the Sales Agent for the reasonable and documented fees, taxes and disbursements of its external legal counsel up to the aggregate maximum amount of \$50,000.
80. The CIBC Engagement Letter is effective as of February 10, 2025, and may not be terminated without all parties' consent prior to February 10, 2026, *provided that* the engagement shall terminate before such date upon the completion of a Proposed Transaction (the "**Term**"). After February 10, 2026, the CIBC Engagement Letter will continue unless terminated by either the Monitor or the Sales Agent upon 30 days' written notice.
81. The CIBC Engagement Letter contemplates that the Court: (a) approve the CIBC Engagement Letter, (b) authorize the Simply Green Debtors to pay the fees and expenses payable to the Sales Agent by the Simply Green Debtors pursuant to the CIBC Engagement Letter, and (c) grant to the Sales Agent a charge (the "**Sales Agent Charge**") in the maximum amount of \$3.5 million in respect of the proposed Completion Fee and the Sales Agent's other fees and expenses under the CIBC Engagement Letter, which charge shall rank junior to the Administration Charge and the DIP Lender's Charge granted in the CCAA Proceedings, over the Debtors' Property (which will include the HCSI Property, if the relief sought in the SARIO is granted), as security for all amounts due to be paid to the Sales Agent pursuant to the CIBC Engagement Letter.
82. The Monitor recommends that the Court approve the CIBC Engagement Letter and the retention of the Sales Agent pursuant to the terms of the CIBC Engagement Letter for the following reasons:

- (a) the Sales Agent is a qualified advisor with significant experience in the HVAC leasing sector and familiar with the Simply Green Debtors' business and assets, having been retained by the Simply Green Debtors in previous sale processes;
  - (b) the proposed fees are reasonable as compared to similar fees granted in other comparable CCAA proceedings;
  - (c) the Sales Agent is ready to launch the SISP by the SISP Commencement Date;
  - (d) it is appropriate for the Sales Agent to have the benefit of a court-approved charge and such charges have been granted in other CCAA proceedings; and
  - (e) the engagement of the Sales Agent is supported by the Monitor, the CRO and PTC.
83. The Monitor also recommends that the unredacted CIBC Engagement Letter be sealed pending further order of the Court. If the fees to be paid to the Sales Agent, including the Completion Fee, are disclosed to the public, it could undermine the Monitor and Sales Agent's ability to consummate a value-maximizing transaction in respect of the Business and Property of the Debtors in the SISP, to the detriment of their stakeholders. Any such disclosure may lead to potential bidders surmising what the Sales Agent views as the most likely achievable values for the Property and/or Business and submitting bids strategically to come within the ambit of a particular range of the Completion Fee. The Monitor is not aware of any party that will be prejudiced if the information is sealed.
84. If the SARIO is granted (including the requested relief in respect of the HCSI Entities), CIBC, HWS, PTC and the Monitor intend to enter into an amendment to the CIBC Engagement Letter (the "**First Amendment to the CIBC Engagement Letter**") substantially in the form attached hereto as **Appendix "N"**, to expand the agreement to include the HCSI Entities. There is no change to any other terms, including pricing, as a result of this proposed amendment.

**X. KEY EMPLOYEE RETENTION PLAN**

85. The Monitor, for and on behalf of the Simply Green Debtors, and with the support of the CRO, is seeking approval of the KERP for up to a maximum aggregate amount of \$775,000.
86. As detailed in the May 26 Prosperi Affidavit, the KERP was developed by the CRO, in consultation with the Monitor and PTC, to incentivize seven (7) key employees of the Simply Green Debtors (the “**KERP Participants**”) to remain with the Simply Green Debtors and assist the Debtors during the pendency of the SISP as each respectively have in-depth knowledge of the Debtors’ Business. The CRO has advised the Monitor that the KERP Participants are essential to the successful value-maximizing outcome of the SISP as these employees have intimate knowledge of the Debtors’ business (which is complex), the corporate history and the lease portfolio, experience and expertise that cannot be easily replicated or replaced. Each of the KERP Participants are required to ensure the Debtors’ Business continues to operate productively and in the ordinary course during the SISP. As noted in the May 26 Prosperi Affidavit, the CRO is concerned that without the approval of the KERP, the KERP Participants may seek alternative employment, which could jeopardize the success of the SISP and the CCAA Proceedings.
87. The Monitor notes that the CRO, in consultation with PTC and the Monitor, began developing the KERP in late 2024. The KERP Participants have been acting in good faith and fulfilling their duties since that time, but under the expectation that the Monitor, for and on behalf of the Simply Green Debtors, would seek approval of the KERP in due course. In 2024, two of the proposed KERP Participants received retention payments at the direction of the CRO and with the approval of PTC and the Monitor.
88. The salient terms of the proposed KERP are as follows:
- (a) the KERP Participants would receive retention bonuses ranging between 33% and 85% of their annual base salary, with an average of 56%;
  - (b) proposed compensation under the KERP is based on each respective KERP Participant’s position, responsibilities, compensation package, and other factors;

- (c) assuming the Simply Green Debtors are able to retain all these employees, the aggregate retention pool under the proposed KERP is \$775,000, with payments ranging from \$40,000 to \$180,000 with an average of \$110,714 per KERP Participant; and
  - (d) payments would be made upon the earlier of: (a) termination without cause by the Simply Green Debtors, and (b) the successful completion of a transaction in the SISP that results in the sale of substantially all of the assets of the Debtors or a refinancing or restructuring transaction having a similar economic effect.
89. The Monitor has reviewed the calculation of the proposed payments under the KERP and is of the view that the amounts are reasonable in the circumstances. There is no KERP charge that is being sought.
90. PTC was consulted on the KERP and the amounts thereunder, and the Monitor understands that PTC supports the KERP.
91. A summary of the proposed KERP is attached hereto as **Confidential Appendix “O”**. The KERP summary contains commercially sensitive information, including compensation information, as well as personal information relating to the KERP Participants. The Monitor therefore seeks an order that Confidential Appendix “O” be sealed and not form part of the court record pending further order of the Court.

**XI. OTHER PROPOSED AMENDMENTS TO THE SECOND AMENDED AND RESTATED INITIAL ORDER**

92. In addition to authorizing the continuation under the CCAA of the NOI Proceedings and consolidating them with the within CCAA Proceedings, the Monitor, for and on behalf of the Simply Green Debtors (and the HCSI Entities if the relief in the SARIO is granted), is also seeking certain amendments to the proposed SARIO on the within motion as set out below.

## Amendment to DIP Term Sheet

93. As noted above, the DIP Term Sheet initially provided the Simply Green Debtors with up to \$15 million in financing pursuant to the DIP Facility. Borrowings under the DIP Facility are secured by a super priority charge (the “**DIP Lender’s Charge**”) on all present and after-acquired personal and real, tangible or intangible property of the Simply Green Debtors, granted in favour of the DIP Lender.
94. The DIP Lender and the Simply Green Debtors have previously entered into four amendments to the DIP Term Sheet, including most recently on March 24, 2025, which, among other things, (a) increased the maximum availability under the DIP Facility to \$34 million; and (b) extended the maturity date to July 4, 2025.
95. Total borrowings under the DIP Facility since the Initial Order Date were \$30.1 million as at May 17, 2025.
96. The DIP Lender and the Simply Green Debtors have agreed upon the terms of a fifth amendment to the DIP Term Sheet (the “**Fifth DIP Amendment**”), substantially in the form attached hereto as **Appendix “P”**. The executed version of the Fifth DIP Amendment will be provided to the Court in a supplemental report of the Monitor in advance of the hearing for approval of the SARIO. The Fifth DIP Amendment amends the following provisions to the DIP Term Sheet:
- (a) Maximum Availability – increased from \$34 million to \$38.6 million; and
  - (b) Maturity Date – extended from July 4, 2025 to November 1, 2025, or such later date as the DIP Lender in its sole and absolute discretion may agree to in writing.
97. The Monitor, for and on behalf of the Simply Green Debtors, is seeking approval of (i) the Fifth DIP Amendment and (ii) an amendment to paragraph 44 of the SARIO to authorize borrowings under the DIP Facility of up to \$38.6 million to account for the projected funding required during the Forecast Period, which includes the projected funding required to conduct the SISF. The DIP Lender’s Charge will continue to secure all Obligations outstanding under the DIP Facility.

98. The Monitor is of the view that the Fifth DIP Amendment and proposed amendment to paragraph 44 of the SARIO is reasonable and necessary in the circumstances, as the Simply Green Debtors require the liquidity to operate during the Forecast Period.
99. The proposed SARIO also provides that the HCSI Entities and the Simply Green Debtors shall be authorized and empowered to execute a joinder to the DIP Term Sheet (the “**DIP Joinder**”), substantially in the form attached hereto as **Appendix “Q”**, to add the HCSI Entities as obligors thereunder in accordance with the terms thereof. Pursuant to the DIP Joinder, the HCSI Entities will only be liable for Obligations incurred under the DIP Facility from and after June 2, 2025, and the proposed SARIO provides that, in respect of the HCSI Entities and their respective Property, the DIP Lender’s Charge will only secure Obligations incurred by the Debtors from and after June 2, 2025. Upon executing the DIP Joinder and becoming obligors under the DIP Term Sheet, it is expected that all of the Debtors, including the HCSI Entities, will have sufficient liquidity to fund their obligations until the proposed Stay Period expires.

#### **Extension of the Stay of Proceedings**

100. The current Stay of Proceedings expires on July 4, 2025.
101. KPMG, in its capacities as proposed Monitor for the HCSI Entities and the Monitor of the Simply Green Debtors in the CCAA Proceedings, proposes an extension of the Stay of Proceedings to and including October 31, 2025 (the “**Stay Period**”) for the following reasons:
- (a) the Simply Green Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence;
  - (b) the extension of the Stay of Proceedings will provide the Monitor and the Sales Agent, in consultation with the CRO and the DIP Lender, with the opportunity to implement the SISF, if approved by the Court;
  - (c) as of the date of this Joint Report, the Monitor is not aware of any party opposed to an extension of the Stay of Proceedings;

- (d) the extension of the Stay of Proceedings should not materially prejudice any creditor of the Simply Green Debtors or the HCSI Entities as the Updated Cash Flow Forecast reflects that, if the Fifth DIP Amendment is approved by the Court and the DIP Joinder is executed, the Debtors are projected to have sufficient funding to continue to operate in the normal course through the proposed extension of the Stay of Proceedings; and
- (e) with respect to the HCSI Entities, a limited 10-day initial CCAA stay period is not necessary in the present circumstances because (i) all known creditors will have been made aware of the NOI Proceedings once the prescribed notices to the creditors of the HCSI Entities are delivered; (ii) KPMG, in its capacity as proposed Monitor of the HCSI Entities, would not be planning to seek any additional relief at a comeback motion; (iii) the proposed SARIO provides that all parties are at liberty to bring a motion on seven (7) days' notice to the Service List; and (iv) the HCSI Entities have been in the NOI Proceedings since May 23, 2025, which will be ten (10) days prior to the hearing of this motion.

#### **Amendment to CRO Engagement Letter**

- 102. The CRO Engagement Letter was amended pursuant to the Fourth Stay Extension Order dated January 9, 2025. The Fourth Stay Extension Order approved the monthly fee payable to the CRO by the Simply Green Debtors (the “**Work Fee**”) of \$65,000 per month for the three-month period commencing in February 2025 through to April 2025.
- 103. Following further discussions between the CRO, the Monitor, PTC and their respective counsel, the CRO and PTC have agreed to an amendment, in consultation with the Monitor, to maintain the Work Fee at \$65,000 per month from May 2025 until the earlier of (a) the issuance by the Court of a termination order in respect of the CCAA Proceedings; or (b) termination of the CRO Engagement Letter, or any amendments thereto, in which case the Work Fee shall be payable for a minimum period of six (6) months following the date of such termination (the “**Tail Fee**”), subject to the requisite approval by the Court (the “**Fifth CRO Amendment**”). A copy of the Fifth CRO Amendment is attached hereto as

**Confidential Appendix “R”** and will be filed separately with the Court on a confidential basis.

104. HWS and PTC, and in consultation with the Monitor, have also agreed that a Success Fee (as defined in the Fifth CRO Amendment) shall be payable to the CRO in relation to the proceeds arising from any Restructuring Transaction, which is defined in the Fifth CRO Amendment, and will also include (a) a financing or refinancing of the Crown Crest Leasing Group (or a material part thereof) that enables the Debtors’ primary business to continue on a going-concern basis, whether or not such is implemented under the CCAA or other formal insolvency or restructuring regimes; and (b) a restructuring, reorganization, arrangement, series of agreements or Court-approved transactions affecting all or substantially all of the financial indebtedness of the Debtors. The Success Fee will be determined in accordance with the chart set out in the Fifth CRO Amendment. Such proceeds will broadly include any cash or non-cash consideration paid or debt assumed by a related or unrelated party to the Debtors (collectively, “**Transaction Proceeds**”).
105. The Monitor was consulted with respect to the Fifth CRO Amendment, and is supportive of same as, in the Monitor’s view, the CRO’s total remuneration is generally comparable with compensation paid to other chief restructuring officers in comparable cases. The Success Fee reflects the CRO’s significant contribution to the CCAA Proceedings to date and the CRO’s expected contribution in the future, if the SISP is approved, including to assist with facilitating a value-maximizing Restructuring Transaction.
106. The Monitor recommends that the Fifth CRO Amendment be sealed and filed with the Court on a confidential basis pending further order of the Court. Prior amendments to the CRO Engagement Letter have not been disclosed in the CCAA Proceedings. Further, similar to the Completion Fee for the Sales Agent, if the formula for Success Fee, which is based on ranges of Transaction Proceeds, is disclosed to the public, it could undermine the Monitor and Sales Agent’s ability to consummate a value-maximizing transaction in respect of the Business and Property in the SISP, to the detriment of all stakeholders. The Monitor is not aware of any party that will be prejudiced if the information is sealed pending further order of the Court.

## **Additional CRO Powers**

107. Since the Initial Order Date, certain public records filings which are required to maintain the Simply Green Debtors' corporate status in the various provincial jurisdictions in which the Simply Green Debtors operate have become due. These registrations require identification of the directors and/or officers of the relevant Simply Green Debtors, but the Simply Green Debtors have not had any directors or officers since the Initial Order Date.
108. The Monitor understands from the CRO that certain of the Simply Green Debtors are at risk of having their corporate status in New Brunswick revoked because the Simply Green Debtors have been unable to make their annual filings. The Monitor also understands that these filings will continue to become due in other jurisdictions.
109. Therefore, the Monitor seeks a minor amendment to the SARIO to expand the CRO's powers to include authorizing corporate filings and identifying the CRO as the director or officer of the Debtors (including the HCSI Entities) for purposes of such filings.
110. The proposed SARIO also clarifies that the CRO's powers include the authority to execute transaction agreements on behalf of the Debtors (including the HCSI Entities) in connection with the SISP.

## **XII. APPROVAL OF FEES AND DISBURSEMENTS**

111. KPMG and its counsel, Osler, have maintained detailed records of their professional time and disbursements since this Court last approved their fees and disbursements.
112. The total fees of KPMG during the period from August 1, 2024, to April 30, 2025, amount to \$364,336.25, together with disbursements in the amount of \$25,503.55, both excluding sales taxes (collectively, the "**KPMG Accounts**"). These amounts represent professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix "S"** is the affidavit of Pritesh Patel in respect of the KPMG Accounts.
113. The total fees and disbursements of Osler during the period from August 1, 2024, to April 30, 2025, amount to \$787,213.00, together with disbursements in the amount of \$6,337.62,

both excluding sales taxes (collectively, the “**Osler Accounts**”). These amounts represent professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix “T”** is the affidavit of Martino Calvaruso in respect of the Osler Accounts.

114. The Monitor has reviewed the Osler 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.
115. The fees and disbursements of KPMG and its counsel have been reviewed by the CRO, on behalf of the Simply Green Debtors, and PTC. KPMG has been advised that the Simply Green Debtors and PTC do not oppose the approval of these fees and disbursements.

### **XIII. ADDITIONAL UPDATES**

116. On December 19, 2019, an individual plaintiff commenced an action against Old Simply Green and others seeking general damages in the sum of \$1 million, among other relief, for personal injuries allegedly suffered as a result of a motor vehicle accident that occurred on December 4, 2018 (the “**Personal Injury Action**”). The Personal Injury Action was stayed against Old Simply Green in accordance with the Initial Order in the CCAA Proceedings.
117. On May 2, 2025, the defendants in the Personal Injury Action, including the individual who was operating the vehicle owned by Old Simply Green at the time of the accident and the plaintiff’s insurer, agreed to enter into a settlement with the plaintiff, on the condition that the Monitor agree that each of the remaining defendants would have a proven unsecured claim in any claims process that may be conducted by the Debtors in the CCAA Proceedings that reflects their contributions to the settlement in the Personal Injury Action. The Monitor and the CRO were supportive of the settlement, and, following consultations with PTC’s counsel, the Monitor and CRO consented to a limited lifting of the stay to effectuate the settlement and dismiss the action against Old Simply Green, in accordance with the ARIIO, subject to the parties entered into a full and final release, which would name Old Simply Green as a released party. On the same date, the plaintiff signed a release, releasing all defendants to the Personal Injury Action, including their respective agents,

employees, assigns, successors and administrators, officers, directors and associated and related companies, as well as the Monitor and CRO, from all claims, including future claims, arising from the motor vehicle accident that is the subject of the Personal Injury Action.

#### **XIV. MONITOR'S RECOMMENDATIONS**

118. For the reasons set out in this Joint Report, KPMG, in its capacities as the Monitor of the Simply Green Debtors in the CCAA Proceedings, Proposal Trustee of the HCSI Entities in the NOI Proceedings, and proposed Monitor for the HCSI Entities in the CCAA Proceedings, is of the view that the relief requested pursuant to the SARIO and the SISP Order is both appropriate and reasonable. Granting the relief sought will provide the Simply Green Debtors and the HCSI Entities with the best opportunity to explore one or more value maximizing transactions under the CCAA pursuant to the SISP.
119. Based on the foregoing, KPMG respectfully recommends that the Court approve the relief sought in the proposed SARIO and SISP Order.
120. For the reasons set out herein, KPMG, in its capacity as the Proposal Trustee, also recommends that the Court grant the relief sought in the Discharge and Termination Orders. The Proposal Trustee is of the view that the relief requested pursuant to the Discharge and Termination Orders is both appropriate and reasonable.

All of which is respectfully submitted this 26<sup>th</sup> day of May, 2025.

**KPMG Inc.**

**In its capacities as (i) Monitor of Crown Crest Capital Management Corp., Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., and Crown Crest Capital Trust, (ii) Proposal Trustee of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc., and (iii) proposed Monitor of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. and not in its personal or corporate capacity**

Per:



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**Pritesh Patel**  
**CIRP, LIT**  
Senior Vice President



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**Tim Montgomery**  
**CIRP, LIT**  
Vice President

# APPENDIX "A"

**Court File No.: CV-23-00709183-00CL**

**CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST  
FINANCIAL CORP., CROWN CREST FUNDING CORP., SIMPLY  
GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES  
CORP., AND CROWN CREST CAPITAL TRUST**

**FIFTH REPORT OF KPMG INC.,  
IN ITS CAPACITY AS MONITOR**

**January 3, 2025**

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## APPENDICES

**APPENDIX “A”** – Cash Flow Forecast for the period from December 22, 2024 to April 5, 2025

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**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  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**PEOPLES TRUST COMPANY**

**Applicant**

**AND**

**CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**Respondents**

**FIFTH REPORT OF KPMG INC.  
IN ITS CAPACITY AS MONITOR**

**January 3, 2025**

## I. INTRODUCTION

1. On November 9, 2023 (the “**Initial Order Date**”), on the application of Peoples Trust Company (“**PTC**”), the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) issued an order (the “**Initial Order**”) granting Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp., and Crown Crest Capital Trust (collectively, the “**Crown Crest Leasing Group**” or the “**Debtors**”) protection pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and appointing KPMG Inc. (“**KPMG**”) as the Monitor of the Crown Crest Leasing Group (the “**Monitor**”).
2. The Initial Order, among other things:
  - (a) approved the appointment of HWS Consulting Inc. (“**HWS**”), acting through Josef Prosperi and others, to act as the Chief Restructuring Officer (the “**CRO**”) of the Debtors pursuant to an engagement letter dated November 8, 2023 (the “**CRO Engagement Letter**”);
  - (b) approved the terms of an interim financing facility (the “**DIP Facility**”), with a maximum principal amount of \$15 million, provided by PTC (in such capacity, the “**DIP Lender**”) to the Debtors, pursuant to a DIP facility term sheet dated November 9, 2023 (the “**DIP Term Sheet**”), and ordered that borrowings under the DIP Facility could not exceed \$1.1 million unless otherwise ordered by the CCAA Court; and
  - (c) provided the Debtors with a stay of proceedings to and including November 19, 2023.
3. At the comeback hearing held on November 17, 2023, the CCAA Court issued the Amended and Restated Initial Order (the “**ARIO**”), which incorporated certain amendments to the Initial Order granted on the Initial Order Date, including extending the stay of proceedings in respect of the Debtors to and including February 10, 2024. The ARIO authorized the increase of the maximum borrowings under the DIP Facility to \$10 million.

4. On February 5, 2024, the CCAA Court issued an Order, among other things, (a) extending the stay of proceedings to and including May 10, 2024, and (b) increasing the maximum borrowings permitted under the DIP Facility to \$15 million.
5. On May 7, 2024, the CCAA Court issued an Order (the “**Second Stay Extension Order**”), among other things, (a) extending the stay of proceedings to and including September 27, 2024; (b) increasing the maximum borrowings permitted under the DIP Facility to \$21 million; and (c) approving the First DIP Amendment (as defined and attached to the Third Report (as defined herein)), including the extension of the maturity date to September 28, 2024.
6. On September 25, 2024, the CCAA Court issued an Order (the “**Third Stay Extension Order**”), among other things:
  - (a) extending the stay of proceedings to and including January 31, 2025 (the “**Stay Period**”);
  - (b) increasing the maximum borrowings permitted under the DIP Facility to \$25 million;
  - (c) approving the Second DIP Amendment (as defined and attached to the Fourth Report (as defined herein)), including the extension of the maturity date to January 31, 2025;
  - (d) approving the actions, activities and conduct of the Monitor described in the pre-filing report of the Proposed Monitor dated November 6, 2023, the first report of the Monitor dated November 16, 2023, the second report of the Monitor dated January 29, 2024, the third report of the Monitor dated May 1, 2024 (the “**Third Report**”), and the fourth report of the Monitor dated September 19, 2024 (the “**Fourth Report**”); and
  - (e) approving the fees and disbursements of KPMG and its counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), incurred through to July 31, 2024.
7. KPMG, in its capacities as Proposed Monitor and Monitor, has previously provided the CCAA Court with five (5) reports.

8. Copies of materials and documents filed in connection with these CCAA proceedings are available on the Monitor’s website at [kpmg.com/ca/crowncrest](http://kpmg.com/ca/crowncrest). In addition, KPMG has arranged for a toll-free hotline at 1-833-668-6400 and an email address at [crowncrest@kpmg.ca](mailto:crowncrest@kpmg.ca) through which creditors of the Debtors or other interested parties can make inquires related to these CCAA proceedings.

## II. PURPOSE OF REPORT

9. The purpose of this report (the “**Fifth Report**”) is to provide the CCAA Court with information pertaining to:
- (a) an overview of the activities of the Debtors, under the stewardship of the CRO, and the Monitor since the issuance of the Third Stay Extension Order;
  - (b) the Debtors’ reported receipts and disbursements for the period from September 15, 2024 to December 21, 2024 (the “**September 15 Cash Flow Forecast**”), including a comparison of reported to forecasted results;
  - (c) the Debtors’ cash flow forecast (the “**Updated Cash Flow Forecast**”) for the period December 22, 2024 to April 5, 2025 (the “**Forecast Period**”);
  - (d) the proposed amendments to the DIP Term Sheet; and
  - (e) the Monitor’s motion requesting, for and on behalf of the Debtors, that the CCAA Court issue an Order (the “**Fourth Stay Extension Order**”), among other things:
    - (i) approving the Third DIP Amendment (as defined herein) and amending paragraph 39 of the ARIO to increase the maximum borrowings permitted under the DIP Facility to \$30 million;
    - (ii) approving the Work Fee (as defined herein) of \$65,000 per month payable to the CRO by the Debtors pursuant to the CRO Engagement Letter for an additional three months, from February 2025 to April 2025; and

(iii) extending the Stay Period to and including April 4, 2025.

### III. TERMS OF REFERENCE

10. In preparing this Fifth Report, KPMG has relied solely on information and documents provided to it by the Debtors, the CRO, and their respective advisors, including unaudited, draft and/or internal financial information, financial projections prepared by the Debtors, and discussions with management of the Debtors and the CRO (collectively, the “**Information**”). In accordance with industry practice, except as otherwise described in the Fifth Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
11. The Fifth Report should be read in conjunction with the Affidavit of Mr. Josef Prospero sworn January 3, 2025 (the “**January 3 Prospero Affidavit**”), filed by Osler, on behalf of the CRO, in support of this motion, as certain information contained in the January 3 Prospero Affidavit has not been included herein in order to avoid unnecessary duplication.
12. Future orientated financial information contained in the Updated Cash Flow Forecast is based on the Debtors’ estimates and assumptions regarding future events. Actual results will vary from the information presented even if the hypothetical assumptions occur, and variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Updated Cash Flow Forecast will be achieved.
13. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

#### **IV. ACTIVITIES OF THE DEBTORS AND THE CRO**

14. The Debtors, under the stewardship of the CRO and the supervision of the Monitor, stabilized the Debtors' business following the commencement of these CCAA proceedings and have been conducting operations in the ordinary course since that time. The CRO, with the assistance of the Monitor, has performed the following activities since the date of the Third Stay Extension Order, as further detailed in the January 3 Prosperi Affidavit:

- (a) substantially completing the global data review project to, among other things, conform the various lease types into saleable portfolios;
- (b) actively participating in the discussions and mediation which culminated in the Class Action Settlement (as defined herein) which, as described in greater detail below, is subject to court approval by the Class Action Judge (as defined herein) and the CCAA Court;
- (c) commencing preliminary preparations for a SISP (as defined herein);
- (d) conducting financial analysis and developing various financial models in an effort to arrive at an appropriate path to settlement of the Class Action Proceedings (as defined herein);
- (e) continuing to develop and implement certain cost-saving initiatives which have assisted the Debtors in operating within the cash flow projections;
- (f) re-aligning internal resources after the implementation of the cost saving initiatives to allow same to continue to carry through operations with minimal disruption to customer service, collection and billing; and
- (g) continuing to operate the day-to-day business of the Debtors and maintain the engagement of internal personnel.

## **V. ACTIVITIES OF THE MONITOR**

15. Since the date of the Third Stay Extension Order, the Monitor's activities have included:

- (a) monitoring the Debtors' cash flows and reviewing analyses on variances to the Debtors' cash flow forecast;
- (b) corresponding and communicating with an interested party to sell the Debtors' interests and rights to certain RNC related equipment or assets;
- (c) communicating with certain interested parties regarding the business of the Debtors and their potential interest in same;
- (d) assisting the Debtors, in consultation with the CRO, with the preparation of the Updated Cash Flow Forecast;
- (e) corresponding and communicating with the DIP Lender and its counsel in respect of the Debtors' cash flows, the Updated Cash Flow Forecast and other matters relating to these CCAA proceedings;
- (f) assisting the Debtors and the CRO with their communications with stakeholders including employees, vendors, key partners and creditors;
- (g) communicating, through counsel, with counsel of record for the plaintiffs in the Class Action Proceedings and with other counsel of record involved in such proposed class actions;
- (h) with the assistance of legal counsel, facilitating and participating in the Mediation (as defined herein), and related settlement discussions, which culminated in the Class Action Settlement which is subject to court approval;
- (i) attending case conferences before the CCAA Court in connection with the Class Action Settlement;
- (j) considering and advancing preliminary SISP materials;

- (k) reviewing materials filed by the CRO in connection with the within motion; and
- (l) with the assistance of its legal counsel, preparing this Fifth Report and the motion materials for the Fourth Stay Extension Order.

**VI. CASH RECEIPTS AND DISBURSEMENTS FROM SEPTEMBER 15, 2024 TO DECEMBER 21, 2024**

- 16. The September 15 Cash Flow Forecast was filed with the CCAA Court in support of the hearing for the Third Stay Extension Order.
- 17. The Debtors have continued to provide the Monitor with their co-operation and access to their premises, books and records. The Monitor has implemented procedures for monitoring the Debtors' receipts and disbursements on a weekly basis. The Monitor has also worked with the Debtors to prepare forecast to actual variance analyses with respect to their weekly cash flows as compared to the September 15 Cash Flow Forecast.
- 18. A comparison of the Debtors' actual cash receipts and disbursements as compared to the September 15 Cash Flow Forecast for the 14-week period ending December 21, 2024, is summarized as follows:

<b>Crown Crest Leasing Group</b>			
<b>Summary of Actual Receipts and Disbursements</b>			
<i>For the 14-week period from September 15, 2024 ending December 21, 2024</i>			
<b>In C\$; unaudited</b>			
	<b>Actual</b>	<b>Forecast</b>	<b>Variance</b>
			Fav/(Unfav)
<b>Receipts</b>			
Customer receipts	15,312,507	16,793,426	(1,480,919)
Other receipts	567,165	596,064	(28,899)
<b>Total customer receipts</b>	<b>15,879,672</b>	<b>17,389,490</b>	<b>(1,509,818)</b>
<b>Operating disbursements</b>			
Technical servicing	1,176,555	1,922,592	746,037
Billing cost	105,231	103,831	(1,400)
Adjudication	-	13,825	13,825
Third-party call centre	278,762	253,652	(25,111)
General & administrative	320,078	390,592	70,514
IT	470,594	440,795	(29,799)
Rent and utilities	191,391	201,739	10,348
Payroll	2,237,996	2,217,286	(20,710)
Professional fees	1,557,204	1,867,513	310,309
Tax remittances	1,415,611	1,446,759	31,148
<b>Total operating disbursements</b>	<b>7,753,422</b>	<b>8,858,583</b>	<b>1,105,161</b>
<b>Net operating cash flow</b>	<b>8,126,250</b>	<b>8,530,907</b>	<b>(404,657)</b>
Debt servicing	14,347,679	14,984,190	636,511
Net cash flow before external funding	(6,221,429)	(6,453,282)	231,854
DIP funding	6,000,000	6,000,000	-
<b>Net cash flow</b>	<b>(221,429)</b>	<b>(453,282)</b>	<b>231,854</b>
Opening cash	1,822,391	1,822,391	-
Net cash flow	(221,429)	(453,282)	231,854
<b>Ending cash</b>	<b>1,600,963</b>	<b>1,369,109</b>	<b>231,854</b>
<b>Cumulative DIP Facility (excl. accrued interest)</b>			
Opening balance	16,800,000	20,800,000	(4,000,000)
DIP funding	6,000,000	6,000,000	-
<b>Closing balance</b>	<b>22,800,000</b>	<b>26,800,000</b>	<b>(4,000,000)</b>

19. As reflected in the summary table above, the Debtors reported a net negative cash outflow of approximately \$6.2 million over the 14-week period, after concurrent lease agreement (“CLA”) and debt servicing payments. The net negative cash outflow was funded by 6.0 million of advances under the DIP Facility, taking total DIP Facility advances to \$22.8 million since the commencement of these CCAA proceedings. As at December 21, 2024, the Debtors had a cash balance of approximately \$1.6 million, a positive variance of \$0.2 million as compared to the September 15 Cash Flow Forecast.

20. The \$0.2 million positive cash variance can be summarized as follows:
- (a) a negative variance of \$1.5 million related to customer receipts, which was primarily due to reduced volume of buyouts of equipment leased by the Debtors' customers and temporary delinquencies arising from the transition of Enbridge customers to other payment methods, such as pre-authorized payments;
  - (b) a positive variance of \$1.1 million related to operating disbursements, primarily the result of lower than forecast technical servicing costs (\$0.7 million) due to the catch-up of remaining post-filing warranty credits with the Debtors' key equipment suppliers and lower call-out volumes compared to historical actuals. There was also a positive variance on professional fees (\$0.3 million) due to timing; and
  - (c) a positive variance of \$0.6 million in CLA and debt servicing payments, which is primarily due to the reduced volume of buyouts.
21. Pursuant to the ARIO, the Debtors had the authority to make payments of up to \$750,000 in total for certain arrears owing to suppliers prior to the Initial Order Date, provided that such payments, in the opinion of the CRO, in consultation with the Monitor, were essential for the continued operation of the business. As at December 21, 2024, the Debtors had made approximately \$681,000 in payments primarily to technical servicing suppliers for expenses incurred prior to the Initial Order Date. Technical servicing is essential to ensure that customer equipment is maintained in a good and functional state of repair and to ensure that the Debtors' repair commitments are performed. The Debtors do not anticipate material additional disbursements, if any, in relation to technical servicing expenses incurred prior to the Initial Order Date.

## **VII. UPDATED CASH FLOW FORECAST**

22. The Debtors, with the assistance of the Monitor and in consultation with the CRO, have prepared the Updated Cash Flow Forecast for the purpose of projecting the estimated liquidity needs of the Debtors during the Forecast Period. A copy of the Updated Cash Flow Forecast, the accompanying notes and a report containing prescribed representations

regarding the preparation of the Updated Cash Flow Forecast are attached hereto as **Appendix “A”**.

23. The Updated Cash Flow Forecast has been prepared on a conservative basis using probable and hypothetical assumptions set out in the notes to the Updated Cash Flow Forecast. The Updated Cash Flow Forecast reflects the Debtors’ estimates of receipts and disbursements on a weekly basis over the Forecast Period.
24. The Monitor’s review of the Updated Cash Flow Forecast consisted of inquiries, analytical procedures and discussions related to Information supplied to it by the Debtors and/or the CRO. Since the probable and hypothetical assumptions need not be supported, the Monitor’s procedures with respect to these assumptions were limited to evaluating whether they were consistent with the purpose of the Updated Cash Flow Forecast. The Monitor also reviewed the support provided by the Debtors and/or the CRO for the probable and hypothetical assumptions, and the preparation and presentation of the Updated Cash Flow Forecast.
25. Forecast operating cash receipts over the Forecast Period total approximately \$17.7 million, primarily related to the collection of monthly payments from the customers of the Debtors.
26. Forecast total disbursements (excluding debt servicing costs) over the Forecast Period total approximately \$8.3 million and primarily consist of payroll (\$1.9 million), costs associated with the technical servicing (call-outs, repairs and maintenance) of the portfolio (\$2.1 million), professional fees (\$1.2 million) and sales tax remittances (\$1.6 million).
27. Over the Forecast Period, a total of approximately \$15.9 million will be paid to PTC to service debts owing under the warehouse loan agreements and secured debenture facilities with PTC and in respect of the CLAs.
28. After CLA and debt servicing payments, the Debtors are projected to incur a net cash outflow of approximately \$5.0 million over the Forecast Period. Accordingly, the Updated Cash Flow Forecast projects the use of cash on hand as of the beginning of the Forecast

Period and additional borrowings under the DIP Facility in the amount of \$5 million over the Forecast Period. These amounts may differ due to the timing of receipts and disbursements during the Forecast Period. Accordingly, borrowings under the DIP Facility are projected to increase to \$29.8 million by the end of the Forecast Period, including the capitalization of accrued interest on a monthly basis.

29. The Monitor notes that the Updated Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

## **VIII. AMENDMENT TO DIP TERM SHEET**

30. As noted above, the DIP Term Sheet initially provided the Debtors with up to \$15 million in financing pursuant to the DIP Facility. Borrowings under the DIP Facility are secured by a super priority charge (the “**DIP Lender’s Charge**”) on all present and after-acquired personal and real, tangible or intangible property of the Debtors, granted in favour of the DIP Lender.
31. The DIP Lender and the Debtors previously entered into two amendments to the DIP Term Sheet, including most recently on September 18, 2024, which, among other things, (a) increased the maximum availability under the DIP Facility to \$25 million; and (b) extended the maturity date to January 31, 2025.
32. Total borrowings under the DIP Facility since the Initial Order Date were \$22.8 million as at December 21, 2024.
33. On January 3, 2025, the DIP Lender and the Debtors entered into the third amendment to the DIP Term Sheet (the “**Third DIP Amendment**”), a copy of which is attached hereto as **Appendix “B”**. The Third DIP Amendment amended the following provisions to the DIP Term Sheet:
  - (a) Maximum Availability – increased from \$25 million to \$30 million; and

(b) Maturity Date – extended from January 31, 2025 to April 4, 2025, or such later date as the DIP Lender in its sole and absolute discretion may agree to in writing.

34. The Monitor, for and on behalf of the Debtors, is seeking approval of (i) the Third DIP Amendment and (ii) an amendment to paragraph 39 of the ARIO to authorize borrowings under the DIP Facility of up to \$30 million to account for the projected funding required during the Forecast Period. The DIP Lender’s Charge will continue to secure all obligations outstanding under the DIP Facility.
35. The Monitor is of the view that the Third DIP Amendment and proposed amendment to paragraph 39 of the ARIO is reasonable and necessary in the circumstances, as the Debtors require the liquidity to operate during the Forecast Period.

#### **IX. UPDATE ON CLASS ACTION PROCEEDINGS**

36. As described in the Fourth Report, since the Initial Order Date, the Monitor, through its counsel, has been actively engaged with counsel of record for the plaintiffs and all other counsel of record involved in a proposed class action commenced against certain of the Debtors and their former CEO, Mr. Lawrence Krimker (the “**Bonnick Action**”) and a separate proposed class action commenced by the plaintiffs against PTC, which is related to the Bonnick Action (the “**PTC Action**” and together, the “**Actions**” and the proceedings, the “**Class Action Proceedings**”). The class action parties, together with the Monitor and the CRO, attended a three-day mediation with the Honourable Thomas J. McEwen and McEwen Resolutions Inc. as mediator (the “**Mediator**”) in August 2024 to see if a consensual settlement of the issues in both Actions could be achieved.
37. Since the issuance of the Third Stay Extension Order, the class action parties attended an additional mediation session with the Mediator on September 19, 2024. The Monitor and the CRO actively participated in the mediation.
38. Following the September Mediation, the parties had not been able to achieve a settlement and therefore proceeded to a contested certification and summary judgment motion before

Justice Akbarali, as case management judge of the Actions (the “**Class Action Judge**”), which commenced on October 1, 2024 and was scheduled for three days.

39. Following the first day of the certification motion, the class action parties reached a tentative settlement of both Actions. The parties advised the Class Action Judge that they wished to set the matter down to finalize the proposed settlement. On November 1, 2024, the class action parties signed the final settlement agreement (the “**Settlement Agreement**”) and thereafter advised the Class Action Judge and the CCAA Court that a settlement had been achieved (the “**Class Action Settlement**”). The key terms of the Settlement Agreement, which is subject to approval by both the Class Action Judge and the CCAA Court, include:
- (a) an initial cash payment to the class from the defendants of \$17 million within 30 days after the Effective Date (as defined in the Settlement Agreement);
  - (b) the cancellation of certain leases with an aggregate value of \$13,500,000;
  - (c) a permanent cap at 3.5% on annual escalation of lease payments for all leases held as of the date of the Settlement Agreement;
  - (d) the permanent reduction by 25% of contractual buyout / termination fees on certain leases held as of the date of the Settlement Agreement;
  - (e) the parties’ consent to an order of the court that no notice of security interest or similar lien shall be enforceable against class members by the settling defendants; and
  - (f) the class’ entitlement to an amount equal to 25% of the purchase price paid over \$250 million in any transaction or combination of transactions concluded in accordance with a court-approved sale and investment solicitation process (“**SISP**”) in these CCAA proceedings.

40. Pursuant to the Settlement Agreement, class members may elect to opt out of the Class Action Settlement by submitting a valid Opt Out Form (as defined in the Settlement Agreement) to class counsel by January 15, 2025. Class members who do not opt out by this deadline are deemed to have elected to participate in the Class Action Settlement. Should the number of opt-outs exceed the Opt Out Threshold (as defined in the Settlement Agreement), the amount of which remains confidential, the settling defendants may terminate the Settlement Agreement or waive this threshold and complete the Class Action Settlement. The Settlement Agreement provides that the Class Action Settlement does not constitute an admission of liability by any of the class action parties. If the Settlement agreement is terminated, any certification motion based on the Settlement Agreement will not proceed and the class action parties have agreed to cooperate to have any prior order certifying the Actions for settlement purposes set aside.
41. In order to effect the Class Action Settlement, the class action parties required a partial and limited lifting of the stay of proceedings in these CCAA proceedings, including to allow the plaintiffs in the PTC Action to amend the statement of claim and add certain defendants, some of whom are captured by the existing CCAA stay, and to seek certification (for settlement purposes) of the Actions. Therefore, the Monitor provided its consent to lift the stay of proceedings in this limited manner, in accordance with paragraph 14 of the ARIO. This limited lifting of the stay is contingent on the Class Action Settlement ultimately being approved by the Class Action Judge and the CCAA Court.
42. Following the execution of the Settlement Agreement, class counsel brought certain motions before the Class Action Judge seeking various relief, all for purposes of moving towards a settlement approval hearing, including:
- (a) amending the statement of claim in the PTC Action, including adding additional defendants;
  - (b) consolidating the two Actions;
  - (c) certifying the consolidated class proceeding for settlement purposes only; and

- (d) approving the notice plan and proposed notices of the class action settlement approval hearing.
43. Justice Akbarali released her endorsement on November 15, 2024 in *Bonnick v. Krimker et al.*, 2024 ONSC 6331. Copies of the orders and endorsement dated November 15, 2024 are attached hereto as **Appendix “C”**.
44. The notices of settlement set out, among other things, that a settlement approval hearing has been scheduled for February 4, 2025 before the Class Action Judge (the “**Approval Hearing**”). The notices also provide that class members may opt out of the Class Action Settlement by no later than January 15, 2025, or submit objections or comments on the Class Action Settlement to class counsel by December 31, 2024. The Monitor has been advised by class counsel that the notices have now been distributed by class counsel in accordance with the notice plan. On December 13, 2024, the Class Action Judge granted class counsel’s motion for appointment of an administrator to administer the settlement.
45. If approved by the Class Action Judge at the Approval Hearing, the Monitor and the CRO propose to come back before the CCAA Court to schedule a motion for consideration and approval, on behalf of the Debtors, of the Class Action Settlement and the Settlement Agreement by the CCAA Court. At present, that motion has not yet been scheduled. If ultimately approved by the Class Action Judge and the CCAA Court and implemented, the Class Action Settlement will facilitate the conduct of a SISF in these CCAA proceedings by the Monitor, with the assistance of the CRO and in consultation with stakeholders, for some or all of the Debtors’ business or assets, at the appropriate time.

## **X. UPDATE ON OTHER MATTERS IN THE CCAA PROCEEDINGS**

### **RNC Update**

46. The Debtors historically originated certain leases in Ontario through supplying heating, ventilation and air conditioning (“**HVAC**”) equipment to builders of new residential homes. The Monitor understands that the majority of the RNC business was operated through the Debtors’ joint venture partner, HCSI Home Comfort 2 Inc. (“**HCSI**”), as well as internally through New Simply Green.
47. As noted in the Third Report, the Debtors and HCSI each entered into agreements (the “**BSA Assignment Transaction**”) with a third party (the “**Assignee**”) to assign all of their respective right, title and interest in certain builder site agreements in exchange for a future commission to be earned by New Simply Green or HCSI, as applicable, based on the Assignee’s fulfilment of the obligations under the builder site agreements. The consideration to be received by the Debtors under the BSA Assignment Transaction (no funds were received on closing) was not expected to exceed the thresholds set forth in paragraph 11(a) of the ARIO and as such, Court approval was not sought in the circumstances. To date, the Monitor understands no funds have been received by the Debtors pursuant to the BSA Assignment Transaction.
48. Since that time, HCSI, the Debtors and the CRO, with the assistance of the Monitor, have engaged in discussions with the Assignee regarding selling their respective interests in certain equipment previously delivered to builder sites prior to the Initial Order Date but which have not generated rental agreements due to outstanding pre-filing amounts owed to the builders under the builder site agreements. On November 30, 2024, the Debtors and HCSI each entered into agreements (the “**Equipment Transaction**”) with the Assignee to sell HVAC equipment delivered by New Simply Green or HCSI, as applicable, to a single builder site in exchange for cash consideration. The Equipment Transaction generated net proceeds of \$80,688 (exclusive of sales taxes) for the Debtors, which amount was paid by the Assignee to the Monitor, on behalf of the Debtors, on December 19, 2024. The Monitor remitted the funds to the Debtors on December 23, 2024.

49. Court approval for the Equipment Transaction was not sought or required as the proceeds generated therefrom did not exceed the thresholds set forth in paragraph 11(a) of the ARIO.
50. The Debtors and HCSI, in consultation with the Monitor, are also in discussions with the Assignee regarding selling their respective interests in the equipment delivered to other builder sites prior to the Initial Order Date. The Monitor will report to this Court in due course depending on the outcome of these discussions.

### **Amendment to CRO Agreement**

51. The CRO Engagement Letter was amended pursuant to the Third Stay Extension Order dated September 25, 2024. This order approved the monthly fee payable to the CRO by the Debtors (the “**Work Fee**”) of \$65,000 per month for the four-month period commencing in October 2024 through to January 2025.
52. Further to discussions between the CRO, the Monitor, PTC and their respective counsel, the CRO and the PTC have agreed to an amendment, in consultation with the Monitor, to maintain the Work Fee at \$65,000 per month for an additional three months, from February 2025 through to April 2025 (the “**Fourth CRO Amendment**”).
53. The Monitor was consulted with respect to the Fourth CRO Amendment, and is supportive of same as, in the Monitor’s view, the CRO’s total remuneration is generally comparable with compensation paid to other chief restructuring officers in similarly sized cases.

### **Timing on SISP**

54. To the extent the CCAA Court grants the Fourth Stay Extension Order and extends the Stay Period to and including April 4, 2025, the Monitor intends to use the extended stay period to continue to advance, in consultation with the CRO and the DIP Lender, the development of a SISP in respect of some or all of the Debtors’ business or assets, with a view to entering into a value-maximizing transaction.

55. As described above, the Monitor notes that the timing of the SISP is dependent on a number of factors, including the timing for approval and, if approved, implementation of the Class Action Settlement. As such, the CRO and the Monitor continue to consider and discuss the optimal timing for the potential SISP.

## **XI. STAY EXTENSION**

56. The current stay of proceedings expires on January 31, 2025. The Monitor, for and on behalf of the Debtors, is seeking an extension of the Stay Period to and including April 4, 2025.

57. The Monitor, for and on behalf of the Debtors, proposes an extension of the stay of proceedings to and including April 4, 2025 for the following reasons:

- (a) the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence;
- (b) the extension of the Stay Period will allow the time required to bring a motion before the CCAA Court for approval of the Class Action Settlement, if it is approved by the Class Action Judge at the Approval Hearing on February 4, 2025;
- (c) the extension of the Stay Period will provide the Monitor, in consultation with the CRO and the DIP Lender, with the opportunity to continue to advance the development of the SISP, and seek the CCAA Court's approval of same;
- (d) as of the date of this Fifth Report, the Monitor is not aware of any party opposed to an extension of the Stay Period; and
- (e) the extension of the Stay Period should not materially prejudice any creditor of the Debtors as the Updated Cash Flow Forecast reflects that the Debtors are projected to have sufficient funding to continue to operate in the normal course through the proposed extension of the Stay Period.

## **XII. MONITOR'S RECOMMENDATIONS**

58. For the reasons set out in this Fifth Report, the Monitor is of the view that the relief requested pursuant to the Fourth Stay Extension Order is both appropriate and reasonable. The Monitor is also of the view that the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence. Granting the relief sought will provide the Debtors with the best opportunity to explore restructuring options under the CCAA that would seek to maximize creditor and stakeholder recoveries.
59. Based on the foregoing, the Monitor respectfully recommends that the CCAA Court approve the relief sought in the proposed Fourth Stay Extension Order.

All of which is respectfully submitted this 3<sup>rd</sup> day of January 2025.

**KPMG Inc.**

**In its capacity as Monitor of**

**Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust**

**and not in its personal or corporate capacity**

Per:



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**Pritesh Patel**  
**CIRP, LIT**  
Senior Vice President



---

**Tim Montgomery**  
**CIRP, LIT**  
Vice President

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

Court File No. CV-23-00709183-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST

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

PROCEEDING COMMENCED AT TORONTO

**FIFTH REPORT OF THE MONITOR**

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Lawyers for KPMG Inc., in its capacity as Monitor

# **APPENDIX "B"**

**Court File No.: CV-23-00709183-00CL**

**CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST  
FINANCIAL CORP., CROWN CREST FUNDING CORP., SIMPLY  
GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES  
CORP., AND CROWN CREST CAPITAL TRUST**

**SIXTH REPORT OF KPMG INC.,  
IN ITS CAPACITY AS MONITOR**

**March 25, 2025**

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**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  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**PEOPLES TRUST COMPANY**

**Applicant**

**AND**

**CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**Respondents**

**SIXTH REPORT OF KPMG INC.  
IN ITS CAPACITY AS MONITOR**

**March 25, 2025**

## I. INTRODUCTION

1. On November 9, 2023 (the “**Initial Order Date**”), on the application of Peoples Trust Company (“**PTC**”), the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) issued an order (the “**Initial Order**”) granting Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp., and Crown Crest Capital Trust (collectively, the “**Crown Crest Leasing Group**” or the “**Debtors**”) protection pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and appointing KPMG Inc. (“**KPMG**”) as the Monitor of the Crown Crest Leasing Group (the “**Monitor**”). These proceedings under the CCAA are hereinafter referred to as the “**CCAA Proceedings**”.
2. The Initial Order, among other things:
  - (a) granted a stay of proceedings against the Debtors, the Monitor, the CRO (defined below), or affecting the Business or the Property (as defined in the Initial Order), for an initial 10-day period (the “**Initial Stay Period**”);
  - (b) granted certain expanded powers to the Monitor, including applying to the CCAA Court, on its own behalf or on behalf of the Debtors, for any orders necessary or advisable to carry out its powers and obligations under the Initial Order or other order of the CCAA Court in the CCAA Proceedings;
  - (c) approved the appointment of HWS Consulting Inc. (“**HWS**”), acting through Josef Prosperi and others, to act as the Chief Restructuring Officer (the “**CRO**”) of the Debtors pursuant to an engagement letter dated November 8, 2023 (the “**CRO Engagement Letter**”);
  - (d) authorized the CRO to oversee the Business and the Property of the Debtors, and otherwise exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter which included, *inter alia*, the authority to enter agreements on behalf of the Debtors; and

- (e) approved the terms of an interim financing facility (the “**DIP Facility**”), with a maximum principal amount of \$15 million, provided by PTC (in such capacity, the “**DIP Lender**”) to the Debtors, pursuant to a DIP facility term sheet dated November 9, 2023 (the “**DIP Term Sheet**”), and ordered that borrowings under the DIP Facility could not exceed \$1.1 million during the Initial Stay Period unless otherwise ordered by the CCAA Court.
3. At the comeback hearing held on November 17, 2023, the CCAA Court issued the Amended and Restated Initial Order (the “**ARIO**”), which incorporated certain amendments to the Initial Order, including extending the Initial Stay Period to and including February 10, 2024 and increasing the maximum borrowings under the DIP Facility to \$10 million.
4. On February 5, 2024, the CCAA Court issued an Order, among other things, (a) extending the stay of proceedings to and including May 10, 2024, and (b) increasing the maximum borrowings permitted under the DIP Facility to \$15 million.
5. On May 7, 2024, the CCAA Court issued an Order, among other things, (a) extending the stay of proceedings to and including September 27, 2024; (b) increasing the maximum borrowings permitted under the DIP Facility to \$21 million; and (c) approving the First DIP Amendment (as defined and attached to the Third Report (as defined herein)), including the extension of the maturity date to September 28, 2024.
6. On September 25, 2024, the CCAA Court issued an Order, among other things: (a) extending the stay of proceedings to and including January 31, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$25 million; (c) approving the Second DIP Amendment (as defined and attached to the Fourth Report (as defined herein)), including the extension of the maturity date to January 31, 2025; (d) approving the actions, activities and conduct of the Monitor described in the pre-filing report of the Proposed Monitor dated November 6, 2023, the first report of the Monitor dated November 16, 2023, the second report of the Monitor dated January 29, 2024 (the “**Second Report**”), the third report of the Monitor dated May 1, 2024 (the “**Third Report**”), and the fourth report of

the Monitor dated September 19, 2024 (the “**Fourth Report**”); and (e) approving the fees and disbursements of KPMG and its counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), incurred through to July 31, 2024.

7. On January 9, 2025, the CCAA Court issued an Order (the “**Fourth Stay Extension Order**”), among other things: (a) extending the stay of proceedings to and including April 4, 2025 (the “**Stay Period**”); (b) increasing the maximum borrowings permitted under the DIP Facility to \$30 million; and (c) approving the Third DIP Amendment (as defined and attached to the Fifth Report of the Monitor dated January 3, 2025 (the “**Fifth Report**”), a copy of which is attached hereto as **Appendix “A”**, without appendices), including the extension of the maturity date to April 4, 2025.
8. KPMG, in its capacities as Proposed Monitor and Monitor, has previously provided the CCAA Court with six (6) reports.
9. Copies of materials and documents filed in connection with the CCAA Proceedings are available on the Monitor’s website at [kpmg.com/ca/crowncrest](http://kpmg.com/ca/crowncrest). In addition, KPMG has arranged for a toll-free hotline at 1-833-668-6400 and an email address at [crowncrest@kpmg.ca](mailto:crowncrest@kpmg.ca) through which creditors of the Debtors or other interested parties can make inquires related to the CCAA Proceedings.

## **II. PURPOSE OF REPORT**

10. The purpose of this report (the “**Sixth Report**”) is to provide the CCAA Court with information pertaining to:
  - (a) an overview of the activities of the Debtors, under the stewardship of the CRO and the Monitor, since the issuance of the Fourth Stay Extension Order;
  - (b) the Debtors’ reported receipts and disbursements for the period from December 22, 2024 to March 22, 2025 (the “**December 22 Cash Flow Forecast**”), including a comparison of reported to forecasted results;

- (c) the Debtors' cash flow forecast (the "**Updated Cash Flow Forecast**") for the period March 23, 2025 to July 5, 2025 (the "**Forecast Period**");
- (d) the proposed amendments to the DIP Term Sheet; and
- (e) the Monitor's motion requesting, for and on behalf of the Debtors, that the CCAA Court issue:
  - (i) an Order (the "**Settlement Approval Order**"), among other things, approving the Class Action Settlement and the Settlement Agreement (both as defined herein); and
  - (ii) an Order (the "**Fifth Stay Extension Order**"), among other things:
    - (A) approving the Fourth DIP Amendment (as defined herein) and amending paragraph 39 of the ARIO to increase the maximum borrowings permitted under the DIP Facility to \$34 million; and
    - (B) extending the stay of proceedings to and including July 4, 2025.

### **III. TERMS OF REFERENCE**

11. In preparing this Sixth Report, KPMG has relied solely on information and documents provided to it by the Debtors, the CRO, and their respective advisors, including unaudited, draft and/or internal financial information, financial projections prepared by the Debtors, and discussions with management of the Debtors and the CRO (collectively, the "**Information**"). In accordance with industry practice, except as otherwise described in the Sixth Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

12. The Sixth Report should be read in conjunction with the Affidavit of Mr. Josef Prosperi sworn March 25, 2025 (the “**March 25 Prosperi Affidavit**”), on behalf of the CRO, in support of this motion, as certain information contained in the March 25 Prosperi Affidavit has not been included herein in order to avoid unnecessary duplication.
13. Future orientated financial information contained in the Updated Cash Flow Forecast is based on the Debtors’ estimates and assumptions regarding future events. Actual results will vary from the information presented even if the hypothetical assumptions occur, and variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Updated Cash Flow Forecast will be achieved.
14. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

#### **IV. ACTIVITIES OF THE DEBTORS AND THE CRO**

15. Since the commencement of the CCAA Proceedings, the Debtors, under the stewardship of the CRO and the supervision of the Monitor have stabilized the Debtors’ business and have been conducting operations in the ordinary course since that time. The CRO, with the assistance of the Monitor, has performed the following activities since the date of the Fourth Stay Extension Order, as further detailed in the March 25 Prosperi Affidavit:
  - (a) preparing the Debtors for a sale and investment solicitation process (“**SISP**”), including taking steps to determine the appropriate sales agent and collecting and refining materials and information expected for the due diligence process to be undertaken by potential bidders;
  - (b) implementing initiatives related to engagement of internal management and retention of key employees as the Debtors move towards seeking Court approval of a SISP;
  - (c) implementing cost-saving initiatives and improving performance metrics across key areas of the business operations and lease portfolios, which have assisted the Debtors in operating within the cash flow projections;

- (d) maintaining active engagements with key industry participants in order to understand market trends and the potential impact of the current political and economic environment; and
- (e) operating the day-to-day business of the Debtors.

## V. ACTIVITIES OF THE MONITOR

16. Since the date of the Fourth Stay Extension Order, the Monitor's activities have included:

- (a) monitoring the Debtors' cash flows and reviewing analyses on variances to the Debtors' cash flow forecast;
- (b) communicating with certain interested parties regarding the business of the Debtors and their potential interest in same;
- (c) assisting the Debtors, in consultation with the CRO, with the preparation of the Updated Cash Flow Forecast;
- (d) corresponding and communicating with the DIP Lender and its counsel in respect of the Debtors' cash flows, the Updated Cash Flow Forecast and other matters relating to the CCAA Proceedings;
- (e) assisting the Debtors and the CRO with their communications with stakeholders including employees, vendors, key partners and creditors;
- (f) communicating, through counsel, with counsel of record for the plaintiffs in the class action proceedings (described herein) and with other counsel of record involved in such class actions, and attending, through counsel, the various attendances before the Class Action Judge (as described in greater detail below);
- (g) with the assistance of legal counsel, reviewing the business arrangements between the Debtors, Home Corp Services Inc. ("**Home Corp**"), and HCSI Home Comfort Inc. ("**HCSI 1**") and HCSI Home Comfort 2 Inc. ("**HCSI 2**"), as applicable, including discussions with the Debtors, the CRO, PTC and their respective counsel;

- (h) preparing materials for a SISP in consultation with the CRO and PTC;
- (i) discussions with the CRO and PTC in respect of the selection of a sales agent to be retained by the Debtors to assist the Monitor with the implementation of a SISP;
- (j) reviewing materials filed by the CRO in connection with the within motion; and
- (k) with the assistance of its legal counsel, preparing this Sixth Report and the motion materials for the Settlement Approval Order and Fifth Stay Extension Order.

**VI. CASH RECEIPTS AND DISBURSEMENTS FROM DECEMBER 22, 2024 TO MARCH 22, 2025**

- 17. The December 22 Cash Flow Forecast was filed with the CCAA Court in support of the hearing for the Fourth Stay Extension Order.
- 18. The Debtors have continued to provide the Monitor with their co-operation and access to their premises, books and records. The Monitor has implemented procedures for monitoring the Debtors' receipts and disbursements on a weekly basis. The Monitor has also worked with the Debtors to prepare forecast to actual variance analyses with respect to their weekly cash flows as compared to the December 22 Cash Flow Forecast.
- 19. A comparison of the Debtors' actual cash receipts and disbursements as compared to the December 22 Cash Flow Forecast for the 13-week period ending March 22, 2025, is summarized as follows:

<b>Crown Crest Leasing Group</b>			
<b>Summary of Actual Receipts and Disbursements</b>			
<i>For the 13-week period from December 22, 2024 to March 22, 2025</i>			
In C\$; unaudited			
	<b>Actual</b>	<b>Forecast</b>	<b>Variance</b>
			Fav(Unfav)
<b>Receipts</b>			
Customer receipts	14,353,820	14,162,096	191,724
Other receipts	829,572	738,000	91,572
<b>Total receipts</b>	<b>15,183,392</b>	<b>14,900,096</b>	<b>283,296</b>
<b>Operating disbursements</b>			
Technical servicing	1,343,514	1,785,264	441,750
Billing cost	122,272	105,173	(17,098)
Adjudication	-	12,172	12,172
Third-party call centre	282,402	292,707	10,305
General & administrative	318,194	315,137	(3,057)
IT	383,737	401,846	18,110
Rent and utilities	213,716	201,738	(11,978)
Payroll	1,606,731	1,650,217	43,486
Professional fees	759,159	999,291	240,132
Tax remittances	1,409,364	1,170,047	(239,317)
<b>Total operating disbursements</b>	<b>6,439,088</b>	<b>6,933,593</b>	<b>494,504</b>
<b>Net operating cash flow</b>	<b>8,744,304</b>	<b>7,966,503</b>	<b>777,800</b>
Debt servicing	12,529,128	12,891,240	362,113
Net cash flow before external funding	(3,784,824)	(4,924,737)	1,139,913
DIP funding	4,000,000	5,000,000	(1,000,000)
<b>Net cash flow</b>	<b>215,176</b>	<b>75,263</b>	<b>139,913</b>
Opening cash	1,600,963	1,600,963	-
Net cash flow	215,176	75,263	139,913
<b>Ending cash</b>	<b>1,816,139</b>	<b>1,676,226</b>	<b>139,913</b>
<b>Cumulative DIP Facility (excl. accrued interest)</b>			
Opening balance	24,034,036	24,034,036	-
DIP funding	4,000,000	5,000,000	(1,000,000)
Accrued interest	612,496	624,872	(12,376)
<b>Closing balance</b>	<b>28,646,532</b>	<b>29,658,908</b>	<b>(1,012,376)</b>

20. As reflected in the summary table above, the Debtors reported a net negative cash outflow of approximately \$3.8 million over the 13-week period, after concurrent lease agreement (“CLA”) and debt servicing payments. The net negative cash outflow was funded by \$4.0 million of advances under the DIP Facility, taking total DIP Facility advances to \$28.6 million, inclusive of accrued interest, since the commencement of the CCAA Proceedings. As at March 22, 2025, the Debtors had a cash balance of approximately \$1.8 million, a positive variance of \$0.1 million as compared to the December 22 Cash Flow Forecast.
21. The \$0.1 million positive cash variance can be summarized as follows:

- (a) a positive variance of \$0.3 million related to total receipts, which was primarily due to the partial reversal of temporary delinquencies arising in December 2024 (i.e. prior to the commencement of the Forecast Period) from the transition of Enbridge customers to other payment methods, such as pre-authorized payments;
  - (b) a positive variance of \$0.5 million related to operating disbursements, primarily the result of lower than forecast technical servicing costs (\$0.4 million) primarily due to higher-than-average warranty claims in the Forecast Period due to a delay in processing these claims with suppliers. There was also a positive variance in professional fees (\$0.2 million) due to timing offset by a negative variance in tax remittances (\$0.2 million), due to lower than forecast disbursements for which input tax credits are claimed;
  - (c) a positive variance of \$0.4 million in CLA and debt servicing payments, which is primarily due to the reduced volume of buyouts and lower interest rates than forecast; and
  - (d) a negative variance of \$1 million in DIP funding due to positive variance in total receipts and operating disbursements, as noted above.
22. As at March 22, 2025, the Debtors had drawn \$28.6 million under the DIP Facility, including accrued interest.

## **VII. UPDATED CASH FLOW FORECAST**

23. The Debtors, with the assistance of the Monitor and in consultation with the CRO, have prepared the Updated Cash Flow Forecast for the purpose of projecting the estimated liquidity needs of the Debtors during the Forecast Period. A copy of the Updated Cash Flow Forecast, the accompanying notes and a report containing prescribed representations regarding the preparation of the Updated Cash Flow Forecast are attached hereto as **Appendix “B”**.
24. The Updated Cash Flow Forecast has been prepared on a conservative basis using probable and hypothetical assumptions set out in the notes to the Updated Cash Flow Forecast. The

Updated Cash Flow Forecast reflects the Debtors' estimates of receipts and disbursements on a weekly basis over the Forecast Period.

25. The Monitor's review of the Updated Cash Flow Forecast consisted of inquiries, analytical procedures and discussions related to Information supplied to it by the Debtors and/or the CRO. Since the probable and hypothetical assumptions need not be supported, the Monitor's procedures with respect to these assumptions were limited to evaluating whether they were consistent with the purpose of the Updated Cash Flow Forecast. The Monitor also reviewed the support provided by the Debtors and/or the CRO for the probable and hypothetical assumptions, and the preparation and presentation of the Updated Cash Flow Forecast.
26. Forecast operating cash receipts over the Forecast Period total approximately \$19.9 million, primarily related to the collection of monthly payments from the customers of the Debtors.
27. Forecast total disbursements (excluding debt servicing costs) over the Forecast Period total approximately \$8.3 million and primarily consist of payroll (\$1.6 million), costs associated with the technical servicing (call-outs, repairs and maintenance) of the portfolio (\$2.1 million), professional fees (\$1.4 million) and sales tax remittances (\$1.7 million).
28. Over the Forecast Period, a total of approximately \$15.2 million will be paid to PTC to service debts owing under the warehouse loan agreements and secured debenture facilities with PTC and in respect of the CLAs.
29. After CLA and debt servicing payments, the Debtors are projected to incur a net cash outflow of approximately \$3.6 million over the Forecast Period. Accordingly, the Updated Cash Flow Forecast projects the use of cash on hand as of the beginning of the Forecast Period and additional borrowings under the DIP Facility in the amount of \$4 million over the Forecast Period. These amounts may differ due to the timing of receipts and disbursements during the Forecast Period. Accordingly, borrowings under the DIP Facility are projected to increase to \$33.5 million by the end of the Forecast Period, including the capitalization of accrued interest on a monthly basis.

30. The Monitor notes that the Updated Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

## VIII. CLASS ACTION SETTLEMENT APPROVAL

### The Bonnick Action

31. On July 7, 2021, approximately two years prior to the granting of the Initial Order, a proposed class proceeding was commenced by the plaintiff, Alga Adina Bonnick (later joined by Goran Stoilov Donev) against Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Capital Trust, Crown Crest Capital II Trust, Crown Crest Billing Corp., Crown Crest Capital Corp., Crown Crest Funding Corp., Sandpiper Energy Solutions Home Comfort, Simply Green Home Services (Ontario) Inc., Simply Green Home Services Inc., and Simply Green Home Services Corp. (together, the “**Corporate Defendants**”) and the Crown Crest Leasing Group’s former CEO, Lawrence Krimker (“**Krimker**”), bearing Court File Number CV-21-00665193-00CP (as amended, the “**Bonnick Action**”).
32. Sotos LLP (“**Class Counsel**”) was granted carriage of the Bonnick Action by the Honourable Justice Perell dated December 29, 2021, and over an overlapping proposed class proceeding commenced by Paula Blackford-Hall et al, bearing Court File Number CV-21-00664652-00CP.
33. The plaintiffs in the Bonnick Action allege the Corporate Defendants’ conduct contravenes the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sch. A (“**ONCPA**”) and, among other relief, seek an order that the subject consumer agreements (the “**Consumer Agreements**” or “**Leases**”) be rescinded, cancelled or declared unenforceable. The plaintiffs also seek general damages calculated on an aggregate basis or otherwise for all payments made to the Corporate Defendants, punitive and special damages, a declaration that the Corporate Defendants have been unjustly enriched, disgorgement of the Corporate Defendants’ profits, an interlocutory injunction barring the defendants from engaging in the conduct particularized in the plaintiffs’ claim, and an order permanently enjoining the defendants

from engaging in such conduct. The plaintiffs claim a proprietary right in the Leases and seek related relief, including an order under section 160 of the *Land Titles Act*. The plaintiffs also seek to lift the corporate veil to impose liability on Krimker, the individual defendant.

34. More specifically, the plaintiffs in the Bonnick Action allege that during the proposed class period the Corporate Defendants have committed the following violations of the *ONCPA*:
  - (a) The Consumer Agreements breach the direct agreement provisions of the *ONCPA* (Part IV) by failing to disclose certain material information including, but not limited to, the total amount payable by the consumer under the Consumer Agreement, and all security given by the consumer in respect of money payable under the agreement;
  - (b) The Consumer Agreements breach the leasing provisions of the *ONCPA* (Part VIII), including by failing to furnish a disclosure statement;
  - (c) The Corporate Defendants have engaged in unfair practices, contrary to ss. 14 and 15 of the *ONCPA*, including by: (i) failing to state a material fact if such failure deceives or tends to deceive a consumer constitutes an unfair practice; and (ii) the price of the Consumer Agreements grossly exceeds the price at which similar goods or services are readily available; and
  - (d) The registration by the Corporate Defendants of Notices of Security Interest (“*NOSIs*”) amounts to slander of title and is intended to induce others not to deal with consumers unless the amounts registered were paid and the registrations discharged.
35. The plaintiffs also seek a declaration that the Consumer Agreements are invalid for unconscionability and unenforceable against the class.
36. Prior to the Class Action Settlement (described below), the proposed class in the Bonnick Action consisted of all individuals in Ontario who (a) are or were party to a Consumer Agreement for HVAC or HVAC-related equipment with any person who directly or indirectly assigned that Consumer Agreement to one of the Corporate Defendants between

July 17, 2013 and the date of certification; and (b) against whose property the Corporate Defendants registered, or caused to be registered, a NOSI on title or other encumbrance on title.

37. The Corporate Defendants and Krimker have denied all allegations by the plaintiffs in the Bonnick Action and, prior to the Class Action Settlement, opposed certification.
38. At the time the Initial Order was granted, defences had been filed, certification materials had been exchanged and the parties to the Bonnick Action were proceeding towards a contested certification and summary judgment hearing that had been scheduled for October 2024. The Bonnick Action was stayed by the Initial Order (as certain of the Corporate Defendants are Debtors in the CCAA Proceedings and the issues raised affect both the Business and the Property, as those terms are defined in the ARIO).

### **The PTC Action**

39. On December 21, 2023, approximately six weeks after the granting of the Initial Order, the plaintiffs, Alga Adina Bonnick, Goran Stoilov Donev, and Sarah-Jane Shaw, commenced a companion national class proceeding against PTC, bearing Court File No. CV-23-00711844-00CP (the “**PTC Action**”). Class Counsel also represents the plaintiffs in the PTC Action (together with the plaintiffs in the Bonnick Action, the “**Plaintiffs**”).
40. The PTC Action relates to similar alleged disclosure and unfairness issues in the Consumer Agreements and seeks similar relief (albeit on a national scale), including rescission and cancellation of the Consumer Agreements. The PTC Action also alleges civil conspiracy with respect to PTC’s role in the Corporate Defendants’ business. More specifically, the plaintiffs in the PTC Action allege that:
  - (a) PTC is jointly and severally liable for unlawful means conspiracy and predominant purpose conspiracy with the Corporate Defendants, as they engaged in unlawful conduct directed at the class;
  - (b) PTC and the Corporate Defendants together have breached the *ONCPA* and equivalent consumer protection legislation across Canada, including the direct

agreement provisions and the leasing requirements, and the Consumer Agreements constitute an unfair practice;

- (c) PTC and the Corporate Defendants have committed slander of title by causing the registration of NOSIs against class members' home titles;
  - (d) the Consumer Agreements are unconscionable and invalid; and
  - (e) PTC and the Corporate Defendants have been unjustly enriched to the extent they retained any amounts under the Consumer Agreements.
41. On May 10, 2024, the plaintiffs in the PTC Action served a notice of motion seeking leave to amend the PTC Action to add certain defendants, including Krimker and his mother, Lyudmila Krimker, HCSI 1 and HCSI 2, and an order that the PTC Action be consolidated with, or heard at the same time as, the Bonnick Action. At the time, the Monitor did not consent to lifting the stay of proceedings in the CCAA Proceedings to allow the motion to proceed and, accordingly, the motion was paused, pending the results of the Mediation (as defined herein).

### **The Mediation**

42. As described in the Fourth Report and the Fifth Report, since the Initial Order Date, the Monitor and its counsel have been actively engaged with Class Counsel and all other counsel of record involved in the Bonnick Action and, following its commencement, the PTC Action. The Monitor has been concerned from the outset of the CCAA Proceedings that the overhang of the Bonnick Action and, in particular, the threat of rescission of the Consumer Agreements and/or a declaration of invalidity, could interfere with a successful restructuring of the Debtors – either through a SISF or some other restructuring alternative. Based on preliminary discussions with potentially interested parties and certain financial advisory firms, the Monitor is of the view that there would be little or no interest in the Debtors' business or assets if the Actions are not resolved. Furthermore, if the Plaintiffs were successful in the Actions, and rescission was granted as a remedy, the Debtors would

be left with little or no assets and there would be no prospect of a restructuring of the Debtors' business.

43. Accordingly, at the encouragement of the Monitor, and with the approval of the CCAA Court, the class action parties, together with the Monitor and the CRO, agreed to participate in a mediation (the "**Mediation**") with the Honourable Thomas J. McEwen and McEwen Resolutions Inc. as mediator (the "**Mediator**") to see if a consensual settlement of the issues in both Actions could be achieved.
44. The Mediation was held over the course of three consecutive days in August 2024 and an additional session on September 19, 2024. The parties did not achieve a settlement at the conclusion of the Mediation, however the Mediator agreed to be available to facilitate further discussions if desired.

### **The Settlement**

45. Following the failed Mediation, the Actions proceeded to a contested certification and summary judgment motion before Justice Akbarali, as case management judge of the Actions (in such capacity, the "**Class Action Judge**"), which commenced on October 1, 2024 and was scheduled for three days. The Debtors and the Monitor had earlier provided their written consent to lift the CCAA stay of proceedings for the limited purpose of proceeding with the motions for certification and summary judgment, as permitted under the terms of the ARIO.
46. Following the first day of the certification motion, the class action parties reached a tentative settlement of both Actions, facilitated by the Mediator. The parties advised the Class Action Judge that they wished to set the certification motion down to finalize the proposed settlement.

47. On November 1, 2024, the Plaintiffs and the Settling Defendants<sup>1</sup> signed the final settlement agreement (the “**Settlement Agreement**”), a copy of which is attached hereto as **Appendix “C”**, and thereafter advised the Class Action Judge and the CCAA Court that a settlement of the Actions had been achieved, subject to court approval (the “**Class Action Settlement**”).
48. The key terms of the Settlement Agreement include the following:<sup>2</sup>
- (a) **Initial Cash Payment to the Class:** An initial cash payment of \$17 million, to be funded by PTC and Krimker (and not the Debtors), to be made within thirty days after the Effective Date,<sup>3</sup> which will be held in trust by Class Counsel.
  - (b) **Participation Right:** Participation in the proceeds generated by the SISF in the CCAA Proceedings in the amount of 25% of the purchase price paid over \$250 million in relation to any transaction concluded in accordance with the SISF, to be paid within ten days of closing of a Successful Bid.
  - (c) **Annual Escalation Limit:** A permanent cap on any annual escalation of monthly Lease payments for all Leases held as of the date of the Settlement Agreement at

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<sup>1</sup> “**Settling Defendants**” is defined in the Settlement Agreement (defined below) as all of the defendants named in the Actions, all of the defendants in the BH Action (as defined in the Settlement Agreement) other than Enbridge Inc., and all Persons sought to be added to the PTC Action pursuant to the Notice of Motion dated May 10, 2024 served by the Plaintiffs in that action, including Lawrence Krimker, Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Capital Trust, Crown Crest Capital II Trust, Crown Crest Billing Corp., Crown Crest Capital Corp., Crown Crest Funding Corp., Sandpiper Energy Solutions, Sandpiper Energy Solutions Home Comfort, Simply Green Home Services (Ontario) Inc., Simply Green Home Services Inc., Simply Green Home Services Corp., Simply Group, HCSI Home Comfort Inc., HCSI Home Comfort 2 Inc., Ecohome Financial Inc., Simply Group Acquisition Corp., Peoples Trust Company, Lyudmila Krimker, 2775996 Ontario Inc., Marble Amalco Inc., and SGHS Management Holdco Inc., but does not include Enbridge Inc.

<sup>2</sup> The following summary of the material terms of the Settlement Agreement is not intended to be a complete summary and is qualified by reference to the Settlement Agreement itself. Readers are encouraged to read the Settlement Agreement in its entirety for a complete description of the terms of the Settlement Agreement. All capitalized terms in the remainder of this section, not otherwise defined, have the meanings given to them in the Settlement Agreement.

<sup>3</sup> “**Effective Date**” is defined in the Settlement Agreement as thirty (30) days after the Settlement Approval Date, unless any appeal is taken from the Approval Order or the CCAA Approval Order, in which case it is the date upon which all appeals have been fully disposed of on the merits in a manner that affirms the Approval Order and/or the CCAA Approval Order.

3.5% for Settlement Class Members, regardless of any contrary terms in a Settlement Class Member's Lease.

- (d) **Buyout Fee Reduction:** A permanent reduction by 25% to the contractual buyout / termination fees on Leases for furnaces, boilers, heat pumps, and air conditioners held as of the date of the Settlement Agreement by the Simply Green Vendors<sup>4</sup> for Settlement Class Members, as such buyout / termination fees are currently calculated under the terms of the Leases.
  
- (e) **Lease Cancellations:** Through the process set out in section 7 of the Settlement Agreement, the Simply Green Vendors will cancel Leases with Settlement Class Members with an aggregate value of \$13.5 million with the value of such Leases being the sum of all payments remaining to be made under the Leases, including payments already due and payable, with annual payment escalations no greater than 3.5%, and with useful life lease terms deemed to be 180 months. Settlement Class Members who accept the Lease cancellation will be entitled to retain the Equipment<sup>5</sup> that was the subject of the cancelled Lease at no cost, but they will no longer be entitled to any service or maintenance from any of the Settling Defendants.
  
- (f) **NOSI Discharges:** The parties to the Settlement Agreement consent to a court order that no NOSI or similar lien anywhere in Canada shall be enforceable against the Class Members by the Settling Defendants or any parties to whom they assign their interest in the Leases, including a buyer in a SISP and such buyer's successors and assigns. If a Class Member wishes to remove the NOSI, the Settling Defendants will

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<sup>4</sup> “**Simply Green Vendors**” is defined in the Settlement Agreement as Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., HCSI Home Comfort Inc., HCSI Home Comfort 2 Inc., Simply Green Home Services Inc., Simply Green Home Services Corp., Utilebill Home Services Inc., Crown Crest Capital Trust, Simply Green Retail Services Inc., Crown Crest Billing Corp., Simply Green Home Services (BC) Inc., Simply Green Home Services (AB) Inc., Simply Green Home Services (SK) Inc., and Simply Green Home Services (MB) Inc.

<sup>5</sup> “**Equipment**” is defined in the Settlement Agreement as furnaces, heat pumps, air conditioners, air purifiers, water heaters, water softeners, water purification systems, water treatment systems, water filters, boilers, thermostats, air cleaners, humidifiers, chimney liners, duct cleaning services, heat recovery ventilators, filters, and other equipment or services.

provide their consent for any solicitor engaged by such Class Members, whose Leases the Settling Defendants have not previously assigned or sold, to seek to discharge the NOSIs from title, with any and all discharge fees, costs and disbursements to be paid by the Class Member to such solicitor and provided that such discharge shall not otherwise affect the rights and obligations of the parties under the applicable Lease.

- (g) **Release:** Upon the Effective Date, the Releasors<sup>6</sup> are deemed to have jointly and severally, individually and collectively, released and forever discharged the Releasees from any and all Released Claims, whether known or unknown, and shall be fully and forever barred and enjoined from instituting or prosecuting in any court or tribunal, either directly or indirectly, individually or representatively, any and all Released Claims against the Releasees. The Release is expressly intended to cover and include all injuries or damages relating to any Released Claims, including all rights of action and any Claim for rescission of any Lease. All Other Actions commenced by a Releasor shall be deemed to be dismissed, without costs, as of the Effective Date and without further action by any of the parties.
- (h) **No Admission of Liability:** The Class Action Settlement does not constitute an admission of liability by any of the class action parties and anything contained therein, and any and all negotiations, documents, discussions and proceedings associated with the Settlement Agreement, shall not be deemed, construed or intended to be an admission of any breach of duty, violation of any statute or law, or liability by all of the Releasees, or of the truth of any of the claims or allegations contained in the Actions.
- (i) **Opt Outs:** Class Members may elect to exclude themselves from the Settlement Class by submitting a valid Opt Out Form to Class Counsel on or before the Opt Out

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<sup>6</sup> The “**Releasors**” are defined in the Settlement Agreement as follows: jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a present or former, direct or indirect, parent, subsidiary, affiliate, division or department, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, reinsurer, devisee, assignee, trustee, servant, contractor or representative of any kind.

Deadline. Any person who falls within the Settlement Class who does not validly Opt Out by the Opt Out Deadline are deemed to have elected to participate in the Class Action Settlement. If the number of Opt Outs exceeds the Opt Out Threshold, the amount of which is confidential to the class action parties but may be disclosed to the court under seal, PTC may terminate the Settlement Agreement or waive this threshold and complete the Class Action Settlement.

- (j) **Certification and Court Approval:** The Plaintiffs shall bring motions to, among other things, (i) certify the Settlement Class for settlement purposes only; and (ii) obtain approval by the Class Action Judge of the Settlement Agreement. As soon as practicable after the making of the Approval Order, counsel for the Monitor shall schedule a motion to obtain the CCAA Approval Order.
  - (k) **Termination:** If the Settlement Agreement is terminated in accordance with Section 26 of the Settlement Agreement, the class action parties agree, among other things, to cooperate to have any prior order certifying the Actions as a class proceeding for settlement purposes set aside, and any prior certification of the Actions for settlement purposes shall be without prejudice to any position that any of the class action parties may later take on any issue in the Actions or any other litigation.
  - (l) **Binding Effect:** The Settlement Agreement is binding upon and inures to the benefit of the Settling Defendants, the Plaintiffs and Settlement Class Members, and their respective agents, heirs, executors, administrators, successors, transferees and assignees.
49. Overall, the Settlement Agreement provides a total value of, at a minimum, \$32,946,000, including the value of the cancelled Leases, the annual cap on Lease escalations, and the value of the buyout discount on remaining Leases, but not including any participation amount from the SISP.
50. The Settlement Agreement provides that at the same time as the motion for an order approving the Class Action Settlement, Class Counsel would bring a motion for approval of their fees, disbursements and taxes. The Settling Defendants are prohibited from

commenting on or otherwise opposing the fees sought by Class Counsel except if asked by the Class Action Judge or plaintiffs. The Class Action Settlement was not contingent on approval of Class Counsel's fees and expenses. Class Counsel's fees and disbursements will be paid from the Settlement Fund on the Effective Date.

51. In order to effect the Class Action Settlement, the class action parties required a partial and limited lifting of the stay of proceedings in the CCAA Proceedings, including to allow the plaintiffs in the PTC Action to amend the statement of claim and add certain defendants (as set out above), some of whom are captured by the existing CCAA stay, and to seek certification of the Actions for settlement purposes. Therefore, the Monitor provided its consent to lift the stay of proceedings in this limited manner, in accordance with paragraph 14 of the ARIO. This limited lifting of the stay was contingent on the Class Action Settlement ultimately being approved by the Class Action Judge and the CCAA Court.
52. To the extent that the Class Action Settlement is not approved or otherwise terminates, the stay of proceedings granted under the CCAA, as it applies to the Actions, will automatically resume, and any actions taken that would have been subject to the stay are deemed null, void, and of no effect.
53. Following the execution of the Settlement Agreement, and in accordance with the terms, Class Counsel brought several motions before the Class Action Judge seeking various relief, all for purposes of moving towards a settlement approval hearing, including: (a) amending the statement of claim in the PTC Action, including adding the additional defendants; (b) consolidating the two Actions; (c) certifying the consolidated class proceeding for settlement purposes only (the "**Certification Order**"); and (d) approving the notice plan and proposed notices of the class action settlement approval hearing. Justice Akbarali granted the orders and released her endorsement on November 15, 2024 in *Bonnick v. Krimker et al.*, 2024 ONSC 6331.

54. The Certification Order defines the “**Settlement Class**” as “All Persons in Canada who are or were party to a Lease at any time between July 17, 2013 and January 15, 2025, except Excluded Persons”.<sup>7</sup>
55. The notices of settlement approved by the Class Action Judge notified recipients, among other things, that a settlement approval hearing had been scheduled for February 4, 2025 before the Class Action Judge (the “**Approval Hearing**”). The notices also provided that class members could opt out of the Class Action Settlement by no later than January 15, 2025 (the “**Opt Out Deadline**”), or submit objections or comments on the Class Action Settlement to Class Counsel by December 31, 2024. As noted in the Fifth Report, the notices were distributed by Class Counsel in accordance with the notice plan. On December 13, 2024, the Class Action Judge granted Class Counsel’s motion for appointment of an administrator to administer the settlement.
56. There were 31 putative class members who opted out of the Class Action Settlement, many because they had commenced individual litigation in relation to their contracts.
57. The Approval Hearing took place before the Class Action Judge on February 4, 2025. Several class members attended the Approval Hearing and shared their views, including raising certain limited objections.
58. The Class Action Judge approved the Class Action Settlement on February 21, 2025. A copy of Justice Akbarali’s endorsement is attached hereto as **Appendix “D”**.
59. In determining that the Class Action Settlement is fair, reasonable and in the best interests of the class, and should be approved, the Class Action Judge held as follows:
- (a) The likelihood of recovery is a significant risk in the Actions, not least because of the ongoing CCAA Proceedings (para 30). While the class has a strong legal position

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<sup>7</sup> “**Excluded Persons**” means any putative Class Member who validly opts out of this proceeding in accordance with the terms of this Order and each Defendant.

with respect to the Consumer Agreements at issue in the Actions, a judgment that cannot be enforced would not be of practical value to the class (para 33).

- (b) Class Counsel's knowledge and understanding of the evidence and allegations in the Actions is extensive and deep (para 36).
- (c) All class members will derive some benefit from the Class Action Settlement, although the benefits will be different (para 38).
- (d) The Class Action Settlement is recommended by Class Counsel, who is very experienced. In counsel's view, especially in view of the CCAA Proceedings, the recovery for the class is as good as could have been expected. It resolves the litigation in a timely manner (para 39).
- (e) The complexity of the two Actions and the CCAA Proceedings would add delay and expense to these proceedings. Appeals would be expected. The Actions would likely take years to resolve (para 41).
- (f) Notice of settlement approval reached a few million people. Only two class members objected to the Class Action Settlement. Four others provided comments. The comments can be described as generally supportive of the Class Action Settlement. Some class members who commented shared their stories with the court (para 43).
- (g) The parties entered into a negotiation process prompted by order of the CCAA Court on advice of the Monitor. They were assisted by a former judge of the court with familiarity with CCAA proceedings. The evidence indicates the negotiations took place over several months, after the Mediation failed. There is every indication that good faith, arms-length bargaining led to the proposed Class Action Settlement (para 47).
- (h) The class has been attentive and engaged throughout (para 50).
- (i) The biggest risks inherent in not approving the Class Action Settlement are the following: the length of time it would take to reach an adjudicated result, the delays

associated with appeals, the potential that the stay of proceedings from the CCAA Proceedings would be renewed, and the risk of inability to recover based on the nature of the HVAC industry and the transfers of contracts between corporate entities, and the insolvency of a number of the corporate defendants (para 51).

60. The Class Action Judge acknowledged in her endorsement that the Class Action Settlement and Settlement Agreement remain subject to the approval of the CCAA Court. The Class Action Judge approved the notice of settlement approval, which will only be distributed if the CCAA Court approves the Class Action Settlement, and subject to any non-material modification required by the CCAA Court. If a material modification is required, the parties may seek a further attendance before the Class Action Judge to address notice approval for purposes of the *Class Proceedings Act*.

#### **Recommendation of the Monitor**

61. The Monitor recommends that the Class Action Settlement and the Settlement Agreement be approved by the CCAA Court.
62. It is the Monitor's view that the Class Action Settlement is fair and reasonable, will be beneficial to the Debtors and their stakeholders, and is consistent with the purposes of the CCAA for the following reasons:
  - (a) The Class Action Settlement is the result of several months of negotiations between the parties, facilitated throughout by the Honourable Former Justice McEwen and the Monitor. The Monitor provided periodic updates to all stakeholders in the CCAA Proceedings in its prior reports.
  - (b) The Class Action Settlement fully and finally resolves the Actions. If the settlement is approved and consummated, the Debtors will obtain the benefit of the Release set out in the Settlement Agreement which, as noted above, releases all Claims relating in any way to any conduct that is alleged in or could have been alleged in the Actions, including based on allegations that the Leases do not comply with or are in breach

of consumer protection legislation or other applicable law or constitute unenforceable contracts.

- (c) In the Monitor's view, the Class Action Settlement is, in practice, a necessary pre-condition for the implementation of a successful SISP in the CCAA Proceedings. As described above, based on preliminary discussions with potentially interested parties and certain financial advisory firms, the Monitor is of the view that there would be little or no interest in the Debtors' business or assets if the Actions are not resolved. By contrast, the Class Action Settlement, including the Releases to be given thereunder, will provide certainty to potential purchasers with respect to the validity and enforceability of the Leases, and therefore enhance the prospects of a going concern sale of the Debtors' lease portfolio and/or business.
- (d) The Plaintiffs claim rescission as a critical head of relief in the Actions if their claims against the Corporate Defendants are successful. The Leases are the Debtors' only material assets. Therefore, if the Class Action Settlement is not approved and the Plaintiffs are successful in obtaining the rescission of the Leases (or a declaration of unenforceability), the Debtors would be left with no material assets, to the detriment of all of the Debtors' stakeholders. In these circumstances, there would be no recovery for any of the Debtors' unsecured creditors. By contrast, the Class Action Settlement will preserve and maximize the value of the Debtors' assets.
- (e) The Class Action Settlement avoids any further delay and costs being incurred in connection with the Actions and will facilitate a timely and efficient resolution of the Debtors' insolvency. If the Class Action Settlement is not approved, it will take a considerable amount of time for the Bonnick Action to reach a determination on the merits, and there is a risk of appeals thereafter.
- (f) As part of the Class Action Settlement, a national class has been certified for settlement purposes. If the Class Action Settlement is not approved, the certification order will be set aside and the Bonnick Action will revert back to an Ontario-only class. In that circumstance, even if the plaintiffs in the Bonnick Action are ultimately

unsuccessful on the merits, there would still be a risk of claims and/or potential uncertainty around the enforceability of any Leases outside of Ontario, thereby further interfering with a successful SISP.

- (g) The Initial Cash Payment will be paid by PTC and Krimker (and not the Debtors).
- (h) The participation amount of 25% over \$250 million set out in the Settlement Agreement is reasonable in the circumstances. In the Bonnick Action, the Corporate Defendants have stated that they are not readily able to determine the exact number of persons in the proposed class but estimate that there are approximately 40,000 unique lessors associated with approximately 54,265 Leases. The number of lessors where a NOSI was also registered would be subsumed within this aggregate estimate. If there is a determination of liability in favour of the plaintiffs in the Bonnick Action, and aggregate damages are awarded to the class, the Monitor estimates, based on the size of the proposed class and the categories of damages sought<sup>8</sup>, that the class's claims are likely to exceed the Debtors' other unsecured claims.<sup>9</sup>
- (i) As at February 28, 2025, PTC was currently owed approximately \$274 million by the Debtors, taking into account DIP Facility advances, the secured pre-petition indebtedness outstanding under the warehouse loan agreements and the debenture, as well as in relation to the concurrent lease agreements. As such, PTC, as the

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<sup>8</sup> As noted above, the proposed class seeks damages for, among other things, the amounts by which the class members' payment under the Leases exceed the value that the goods or services have to the class members, the registration of undisclosed amounts on title, all amounts paid to remove the security interests from title, damage to their credit, and all their out of pocket and inconvenience damages, and in the alternative to damages, they seek disgorgement of the profits generated by the defendants as a result of their alleged wrongful conduct.

<sup>9</sup> As at November 16, 2023, the Monitor was aware of approximately \$5 million in outstanding unsecured claims, as set out in the list of known creditors posted on the Monitor's website. The Monitor is also aware of certain other unsecured claims, the largest of which are (i) a contingent claim by MNP Corporate Finance Inc. ("MNP") against the Debtors, in which MNP asserted at trial its damages to be in the approximate amount of \$15.6 million (including interest calculated at 1.5% per month compounded) and (ii) a pre-filing claim asserted by the Canada Revenue Agency against certain of the Debtors in the aggregate amount of \$2.7 million based on its audit of certain of the Debtors' sales tax accounts, which claim is being disputed by the Debtors. As at the date of this Sixth Report, the Monitor is not aware of any pre-filing arrears of employee related amounts, or required remittances of employee withholdings.

Debtors' fulcrum creditor, is the Debtors' stakeholder most interested in the compromises represented by the Settlement Agreement, which it supports.

- (j) Other than the two objections filed in connection with the Approval Hearing, the Monitor is not aware of any other objections to the Class Action Settlement.

## **IX. AMENDMENT TO DIP TERM SHEET**

- 63. As noted above, the DIP Term Sheet initially provided the Debtors with up to \$15 million in financing pursuant to the DIP Facility. Borrowings under the DIP Facility are secured by a super priority charge (the "**DIP Lender's Charge**") on all present and after-acquired personal and real, tangible or intangible property of the Debtors, granted in favour of the DIP Lender.
- 64. The DIP Lender and the Debtors previously entered into three amendments to the DIP Term Sheet, including most recently on January 3, 2025, which, among other things, (a) increased the maximum availability under the DIP Facility to \$30 million; and (b) extended the maturity date to April 4, 2025.
- 65. As noted above, total borrowings under the DIP Facility since the Initial Order Date were \$28.6 million as at March 22, 2025.
- 66. On March 24, 2025, the DIP Lender and the Debtors entered into the fourth amendment to the DIP Term Sheet (the "**Fourth DIP Amendment**"), a copy of which is attached hereto as **Appendix "E"**. The Fourth DIP Amendment amended the following provisions to the DIP Term Sheet:
  - (a) Maximum Availability – increased from \$30 million to \$34 million; and
  - (b) Maturity Date – extended from April 4, 2025 to July 4, 2025, or such later date as the DIP Lender in its sole and absolute discretion may agree to in writing.
- 67. The Monitor, for and on behalf of the Debtors, is seeking approval of (i) the Fourth DIP Amendment and (ii) an amendment to paragraph 39 of the ARIO to authorize borrowings

under the DIP Facility of up to \$34 million to account for the projected funding required during the Forecast Period. The DIP Lender's Charge will continue to secure all obligations outstanding under the DIP Facility.

68. The Monitor is of the view that the Fourth DIP Amendment and proposed amendment to paragraph 39 of the ARIO is reasonable and necessary in the circumstances, as the Debtors require the liquidity to operate during the Forecast Period.

## **X. UPDATE ON OTHER MATTERS IN THE CCAA PROCEEDINGS**

### **Timing of SISP**

69. To the extent the CCAA Court grants the Settlement Approval Order and Fifth Stay Extension Order and extends the Stay Period to and including July 4, 2025, the Monitor intends to use the extended stay period to continue to advance, in consultation with the CRO and the DIP Lender, the development of a SISP in respect of some or all of the Debtors' business or assets, with a view to entering into a value-maximizing transaction. To that end, the Monitor has tentatively scheduled a hearing on April 29, 2025 to bring a motion, for and on behalf of the Debtors, to seek approval of, among other things, a SISP.

## **XI. STAY EXTENSION**

70. The current stay of proceedings expires on April 4, 2025.
71. The Monitor, for and on behalf of the Debtors, proposes an extension of the stay of proceedings to and including July 4, 2025 for the following reasons:
- (a) the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence;
  - (b) the extension of the Stay Period will permit the class action parties, which includes certain of the Debtors, to effectuate and conclude the Settlement Agreement (if approved by the CCAA Court);

- (c) the extension of the Stay Period will provide the Monitor, in consultation with the CRO and the DIP Lender, with the opportunity to finalize and seek approval of a SISP;
- (d) as of the date of this Sixth Report, the Monitor is not aware of any party opposed to an extension of the Stay Period; and
- (e) the extension of the Stay Period should not materially prejudice any creditor of the Debtors as the Updated Cash Flow Forecast reflects that the Debtors are projected to have sufficient funding to continue to operate in the normal course through the proposed extension of the Stay Period.

## **XII. MONITOR'S RECOMMENDATIONS**

- 72. For the reasons set out in this Sixth Report, the Monitor is of the view that the relief requested pursuant to the Settlement Approval Order and the Fifth Stay Extension Order is both appropriate and reasonable. The Monitor is also of the view that the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence. Granting the relief sought will provide the Debtors with the best opportunity to explore restructuring options under the CCAA that would seek to maximize creditor and stakeholder recoveries.
- 73. Based on the foregoing, the Monitor respectfully recommends that the CCAA Court approve the relief sought in the proposed Settlement Approval Order and the Fifth Stay Extension Order.

All of which is respectfully submitted this 25<sup>th</sup> day of March, 2025.

**KPMG Inc.**

**In its capacity as Monitor of**

**Crown Crest Capital Management Corp., Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., and Crown Crest Capital Trust**

**and not in its personal or corporate capacity**

Per:



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**Pritesh Patel**  
**CIRP, LIT**  
Senior Vice President



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**Tim Montgomery**  
**CIRP, LIT**  
Vice President

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

Court File No. CV-23-00709183-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST

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

PROCEEDING COMMENCED AT TORONTO

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**SIXTH REPORT OF THE MONITOR**

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Lawyers for KPMG Inc., in its capacity as Monitor

# APPENDIX "C"

Court File No.: CV-23-00709183-00CL  
Court File / Estate No.: 31-3226764  
Court File / Estate No.: 31-3226766

**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  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**(collectively the “Crown Crest Leasing Group” or the “Simply Green Debtors” or the  
“Respondents”)**

**-AND-**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HCSI HOME COMFORT INC., IN THE CITY OF VAUGHAN, IN THE PROVINCE OF  
ONTARIO**

**AND**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HCSI HOME COMFORT 2 INC., IN THE CITY OF NORTH YORK, IN THE  
PROVINCE OF ONTARIO**

**(collectively the “HCSI Entities”)**

**MONITOR AND PROPOSED MONITOR'S REPORT ON CASH FLOW STATEMENT**  
(paragraph 23(1)(b) of the CCAA)

The attached statement of projected cash flow of the Simply Green Debtors which, assuming the SARIO is granted, includes the HCSI Entities, prepared as of the 26<sup>th</sup> day of May 2025, consisting of the period from May 18, 2025 to November 1, 2025 (the “**Updated Cash Flow Forecast**”), has been prepared by management of the Respondents, in consultation with the Monitor and proposed Monitor of the HCSI Entities for the purpose described in Note 1, using the probable and hypothetical assumptions set out in the notes to the Updated Cash Flow Forecast.

Our review and consultation consisted of inquiries, analytical procedures and discussions related to information supplied by management and employees of the Respondents. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Updated Cash Flow Forecast. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Updated Cash Flow Forecast.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Updated Cash Flow Forecast;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Respondents or the HCSI Entities or do not provide a reasonable basis for the Updated Cash Flow Forecast, given the hypothetical assumptions; or
- c) the Updated Cash Flow Forecast does not reflect the probable and hypothetical assumptions.

Since the Updated Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Updated Cash Flow Forecast will be achieved.

The Updated Cash Flow Forecast has been prepared solely for the purpose described in the notes thereto and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto, in the Province of Ontario, this 26<sup>th</sup> day of May 2025.

**KPMG Inc.**

**In its capacities as (i) Monitor of Crown Crest Capital Management Corp., Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., and Crown Crest Capital Trust, and (ii) proposed Monitor of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. and not in its personal or corporate capacity**



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**Pritesh Patel, CIRP, LIT**  
Senior Vice President

Court File No.: CV-23-00709183-00CL  
Court File / Estate No.: 31-3226764  
Court File / Estate No.: 31-3226766

**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  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**(collectively the “Crown Crest Leasing Group” or the “Simply Green Debtors” or the  
“Respondents”)**

**-AND-**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HCSI HOME COMFORT INC., IN THE CITY OF VAUGHAN, IN THE PROVINCE OF  
ONTARIO**

**AND**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HCSI HOME COMFORT 2 INC., IN THE CITY OF NORTH YORK, IN THE  
PROVINCE OF ONTARIO**

**(collectively the “HCSI Entities”)**

**MANAGEMENT'S REPORT ON CASH FLOW STATEMENT**  
(paragraph 10(2)(b) of the CCAA)

The management of the Simply Green Debtors have developed the assumptions and prepared the attached statement of projected cash flow as of the 26<sup>th</sup> day of May 2025, consisting of the period from May 18, 2025 to November 1, 2025 (the “**Updated Cash Flow Forecast**”). The Updated Cash Flow Forecast includes the HCSI Entities assuming the SARIO is granted.

The hypothetical assumptions are reasonable and consistent with the purpose of the Updated Cash Flow Forecast described in the notes therein, and the probable assumptions are suitably supported and consistent with the plans of the Simply Green Debtors and provide a reasonable basis for the Updated Cash Flow Forecast. All such assumptions are disclosed in the notes therein.

Since the Updated Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The Updated Cash Flow Forecast has been prepared solely for the purpose described in the notes therein, using the probable and hypothetical assumptions set out therein. Consequently, readers are cautioned that the Updated Cash Flow Forecast may not be appropriate for other purposes.

Dated at Creemore, in the Province of Ontario, this 26<sup>th</sup> day of May 2025.

**Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., and Crown Crest Capital Trust**



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**Josef Prosperi**  
Chief Restructuring Officer

The Crown Crest Leasing Group																													
Weekly Cash Flow Forecast																													
In C\$, Unaudited																													
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total
	Notes	24-May-25	31-May-25	7-Jun-25	14-Jun-25	21-Jun-25	28-Jun-25	5-Jul-25	12-Jul-25	19-Jul-25	26-Jul-25	2-Aug-25	9-Aug-25	16-Aug-25	23-Aug-25	30-Aug-25	6-Sep-25	13-Sep-25	20-Sep-25	27-Sep-25	4-Oct-25	11-Oct-25	18-Oct-25	25-Oct-25	1-Nov-25				
<b>Receipts</b>																													
1																													
2	Customer receipts	367,735	524,361	2,893,135	581,728	574,092	645,332	2,770,213	334,709	802,669	490,957	2,535,196	787,131	581,728	574,092	645,332	2,821,485	331,017	823,082	610,847	2,878,069	334,709	720,794	460,122	541,903		24,630,439		
3	Other Receipts	-	-	-	-	-	1,200,000	-	-	-	-	-	-	-	-	-	-	-	-	1,200,000	-	-	-	-	-	-	2,400,000		
	<b>Total Customer Receipts</b>	<b>367,735</b>	<b>524,361</b>	<b>2,893,135</b>	<b>581,728</b>	<b>574,092</b>	<b>1,845,332</b>	<b>2,770,213</b>	<b>334,709</b>	<b>802,669</b>	<b>490,957</b>	<b>2,535,196</b>	<b>787,131</b>	<b>581,728</b>	<b>574,092</b>	<b>645,332</b>	<b>2,821,485</b>	<b>331,017</b>	<b>823,082</b>	<b>1,810,847</b>	<b>2,878,069</b>	<b>334,709</b>	<b>720,794</b>	<b>460,122</b>	<b>541,903</b>		<b>27,030,439</b>		
<b>Operating Disbursements</b>																													
4	Technical servicing	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	137,328	3,295,872	
4	Billing cost	9,763	941	25,251	70	8,051	2,315	25,621	41	106	9,808	26,663	34	70	8,051	2,315	25,247	36	4,839	5,353	25,834	41	92	9,767	1,501		191,806		
4	Adjudication	197	1,471	395	1,118	224	882	746	992	393	655	1,012	395	1,118	224	882	168	1,345	56	821	974	992	393	363	1,304		17,121		
4	Third-party call centre	-	-	96,855	-	-	-	-	-	-	96,855	-	-	-	-	96,855	-	-	-	-	96,855	-	-	-	-	-		484,275	
4	General & administrative	21,052	23,175	25,710	24,654	30,161	20,681	24,005	15,908	36,689	29,459	13,678	21,913	24,654	30,161	20,681	22,746	12,830	41,765	22,999	24,872	15,908	31,061	31,924	13,043		579,730		
4	IT	50,045	15,170	24,827	32,075	50,045	15,170	24,827	-	32,075	65,215	-	24,827	32,075	50,045	15,170	24,827	-	32,075	65,215	24,827	-	32,075	65,215	-			675,799	
5	Rent and utilities	-	70,994	-	-	-	70,994	-	-	-	70,994	-	-	-	-	70,994	-	-	-	70,994	-	-	-	-	-	-		354,970	
6	Payroll	-	214,036	-	244,036	-	214,036	-	244,036	-	214,036	-	229,036	-	244,036	-	214,036	-	244,036	-	214,036	-	244,036	-	214,036	-		2,733,431	
7	Professional fees	266,618	130,950	85,750	85,750	85,750	130,950	29,250	85,750	85,750	130,950	1,000	29,250	85,750	85,750	130,950	29,250	85,750	85,750	130,950	29,250	85,750	85,750	1,000	130,950		2,114,568		
8	Tax remittances (HST)	-	410,070	-	-	-	-	-	-	-	425,869	-	-	-	-	422,567	-	-	-	425,433	-	-	-	-	-	-		425,869	
	<b>Total Operating Disbursements</b>	<b>485,002</b>	<b>933,141</b>	<b>467,110</b>	<b>525,031</b>	<b>311,560</b>	<b>521,361</b>	<b>738,640</b>	<b>580,910</b>	<b>292,340</b>	<b>587,451</b>	<b>676,544</b>	<b>539,638</b>	<b>280,995</b>	<b>555,595</b>	<b>729,892</b>	<b>621,450</b>	<b>237,289</b>	<b>545,848</b>	<b>362,666</b>	<b>953,549</b>	<b>336,874</b>	<b>530,735</b>	<b>245,598</b>	<b>924,031</b>		<b>12,983,250</b>		
<b>Net Operating Cash Flow</b>																													
		(117,268)	(408,780)	2,426,025	56,697	262,533	1,323,971	2,031,573	(246,201)	510,329	(96,494)	1,858,652	247,493	300,733	18,497	(84,560)	2,200,035	93,728	277,234	1,448,181	1,924,521	(2,165)	190,060	214,524	(382,129)		14,047,190		
<b>CLA and debt servicing</b>																													
9		461,974	-	2,907,794	-	1,201,221	-	2,907,794	-	739,247	461,974	2,907,794	-	739,247	461,974	-	2,907,794	-	739,247	461,974	2,907,794	-	739,247	461,974	-		21,007,049		
<b>Net Cash Flow</b>																													
		(579,241)	(408,780)	(481,769)	56,697	(938,688)	1,323,971	(876,221)	(246,201)	(228,919)	(558,467)	(1,049,142)	247,493	(438,514)	(443,477)	(84,560)	(707,759)	93,728	(462,014)	986,207	(983,273)	(2,165)	(649,188)	(247,449)	(382,129)		(6,959,859)		
<b>Opening cash</b>																													
10		1,783,598	1,204,357	1,795,577	1,313,808	1,370,505	1,431,817	2,755,788	1,879,567	1,633,366	1,404,447	1,845,980	1,796,838	2,044,331	1,605,816	1,162,340	1,077,780	1,370,021	1,463,749	1,001,735	1,987,943	1,004,669	1,002,504	1,453,317	1,205,867		1,783,598		
	<b>Net cash flow</b>	<b>(579,241)</b>	<b>(408,780)</b>	<b>(481,769)</b>	<b>56,697</b>	<b>(938,688)</b>	<b>1,323,971</b>	<b>(876,221)</b>	<b>(246,201)</b>	<b>(228,919)</b>	<b>(558,467)</b>	<b>(1,049,142)</b>	<b>247,493</b>	<b>(438,514)</b>	<b>(443,477)</b>	<b>(84,560)</b>	<b>(707,759)</b>	<b>93,728</b>	<b>(462,014)</b>	<b>986,207</b>	<b>(983,273)</b>	<b>(2,165)</b>	<b>(649,188)</b>	<b>(247,449)</b>	<b>(382,129)</b>		<b>(6,959,859)</b>		
<b>DIP funding</b>																													
11		-	1,000,000	-	-	1,000,000	-	-	-	-	1,000,000	1,000,000	-	1,000,000	-	1,000,000	-	-	-	-	-	-	-	-	-	-		7,000,000	
	<b>Ending Cash</b>	<b>1,204,357</b>	<b>1,795,577</b>	<b>1,313,808</b>	<b>1,370,505</b>	<b>1,431,817</b>	<b>2,755,788</b>	<b>1,879,567</b>	<b>1,633,366</b>	<b>1,404,447</b>	<b>1,845,980</b>	<b>1,796,838</b>	<b>2,044,331</b>	<b>1,605,816</b>	<b>1,162,340</b>	<b>1,077,780</b>	<b>1,370,021</b>	<b>1,463,749</b>	<b>1,001,735</b>	<b>1,987,943</b>	<b>1,004,669</b>	<b>1,002,504</b>	<b>1,453,317</b>	<b>1,205,867</b>	<b>1,823,739</b>		<b>1,823,739</b>		
<b>DIP Facility</b>																													
<b>Opening balance</b>																													
		30,073,389	30,128,331	31,185,200	31,242,173	31,299,250	32,358,259	32,417,375	32,476,599	32,535,931	32,595,372	33,656,748	34,720,063	34,783,494	34,847,041	34,910,703	34,974,483	36,040,205	36,106,048	36,172,011	36,238,094	36,304,299	36,370,624	37,438,897	37,507,295		30,073,389		
<b>DIP funding</b>																													
		-	1,000,000	-	-	1,000,000	-	-	-	-	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-	-		7,000,000	
<b>Accrued interest</b>																													
		54,942	56,899	59,973	57,077	59,008	59,116	59,224	59,332	59,441	61,376	63,315	63,431	63,547	63,663	63,779	65,723	65,843	65,963	66,083	66,204	66,325	68,273	68,398	70,350		1,504,255		
<b>Closing balance</b>																													
		<b>30,128,331</b>	<b>31,185,200</b>	<b>31,242,173</b>	<b>31,299,250</b>	<b>32,358,259</b>	<b>32,417,375</b>	<b>32,476,599</b>	<b>32,535,931</b>	<b>32,595,372</b>	<b>33,656,748</b>	<b>34,720,063</b>	<b>34,783,494</b>	<b>34,847,041</b>	<b>34,910,703</b>	<b>34,974,483</b>	<b>36,040,205</b>	<b>36,106,048</b>	<b>36,172,011</b>	<b>36,238,094</b>	<b>36,304,299</b>	<b>36,370,624</b>	<b>37,438,897</b>	<b>37,507,295</b>	<b>38,577,645</b>		<b>38,577,645</b>		



Josef Prosper  
Chief Restructuring Officer

**Simply Green Debtors, including the HCSI Entities**  
**24-Week Cash Flow Forecast**  
**Notes and Summary of Assumptions**

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**In the matter of a Plan of Compromise or Arrangement of Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., and Crown Crest Capital Trust (collectively the “Crown Crest Leasing Group” or the “Simply Green Debtors” or the “Respondents”)**

**In the matter of the Notice of Intention to Make a Proposal of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (collectively the “HCSI Entities”)**

**Disclaimer**

In preparing the Updated Cash Flow Forecast the Respondents have relied upon unaudited financial information and have not attempted to further verify the accuracy or completeness of such information. Since the Updated Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Updated Cash Flow Forecast period will vary from the Updated Cash Flow forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty, or other assurance that any of the estimates, forecasts or projections will be realized.

The Updated Cash Flow Forecast is presented in Canadian dollars. All defined terms that are not otherwise defined herein are to have the same meaning ascribed to them in the Seventh report of the Monitor dated May 26, 2025.

**Note 1 Purpose of the Updated Cash Flow Forecast**

The purpose of the Updated Cash Flow Forecast is to present the estimated cash receipts and disbursements of the Respondents, including the HCSI Entities on the assumption the SARIO is granted, for the period from May 18, 2025 to November 1, 2025 (the “**Forecast Period**”). The Updated Cash Flow Forecast has been prepared by the Respondents, in consultation with the Monitor. Readers are cautioned that this information may not be appropriate or relied upon for any other purpose.

**Note 2 Customer Receipts**

Customer receipts include collections from customers on lease agreements, customer buyouts, end of term customer sales, equipment upgrades and renewals. Customer receipts are forecast based on historical run rates for the last three months. As a result, forecast receipts exclude historically delinquent accounts including the impact of the conversion of customers from Enbridge invoicing to other collection methods, primarily pre-authorized payments.

**Note 3 Other Receipts**

Other receipts include quarterly refunds of debt servicing payments from PTC on delinquent accounts.

**Note 4      Operating Expenses (Technical Servicing, Adjudication, Third-party Call Centre, General and Administrative, IT, Billing Costs)**

Operating expenses are forecasted primarily based on historical run rates for the last three months. Historical run rates in respect of technical servicing have been adjusted for warranty credits and for seasonality.

**Note 5      Rent and Utilities**

These disbursements represent payments for rent and other costs provided for in the Respondent's office space lease (e.g. utilities, etc.).

**Note 6      Payroll**

Payroll expenses include salaries and wages, bonuses and commissions in the normal course, payroll taxes and remittances, and employee benefits paid to the Respondents' employees. Payroll expenses are forecasted based on current headcount levels and are paid bi-weekly.

**Note 7      Professional Fees**

Includes professional fees of (i) the Monitor, counsel to the Monitor, the Chief Restructuring Officer, counsel to the Chief Restructuring Officer, the Company's Class Action counsel and the Sales Agent; and (ii) general other legal, professional and consulting fees.

**Note 8      Tax Remittances**

The Monitor understands the Respondents collect / disburse various taxes including Retail Sales Tax ("**RST**") and employee source deductions ("**Source Deductions**"). All receipts and applicable disbursements are gross of RST and the remittance of RST is forecast monthly.

**Note 9      CLA and Debt Servicing**

The Updated Cash Flow Forecast assumes that the Respondents continue to service interest expense on the Loan Agreements and make the CLA flow-through payments in the normal course. These amounts are forecast based on the last three months of historical run-rates.

**Note 10     Opening Cash Balances**

Opening cash balance is net of outstanding cheques as of May 18, 2025.

**Note 11     Debtor-in-possession ("**DIP**") Financing**

The Updated Cash Flow Forecast reflects advances under the DIP Facility in the Forecast Period of \$7 million excluding accrued interest. The interest rate on the principal outstanding amount of the DIP advances is 9.5% and is accrued.

# APPENDIX "D"



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2025-05-02 2:24 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
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CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS	
<b>Corporate name</b>	<b>Dénomination</b>	
	HCSI Home Comfort Inc.	
<b>Corporation number</b>	994491-5	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	746887496RC0001	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2016-10-14</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2016-10-14</i>	
<b>Status</b>	<b>Statut</b>	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	80 Bass Pro Mills Drive, Unit 5 Concord ON L4K 5W9 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
<b>Anniversary date (MM-DD)</b>	10-14	<b>(MM-JJ) Date anniversaire</b>
<b>Filing period (MM-DD)</b>	10-14 to/au 12-13	<b>(MM-JJ) Période de dépôt</b>
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>	
	Not due 2025	N'est pas dû
	Overdue 2024	En retard
	Overdue 2023	En retard
<b>Date of last annual meeting (YYYY-MM-DD)</b>	2022-11-28	<b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>
<b>Type</b>	<b>Type</b>	
	Non-distributing corporation with 50 or fewer shareholders	
	Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	2	Nombre actuel
Lawrence Krimker	200 Yorkland Boulevard, Suite 1201, North York ON M2J 5C1, Canada	
Robert Teti	80 Bass Pro Mills Drive, Vaughan ON L4K 5W9, Canada	

INDIVIDUALS WITH SIGNIFICANT CONTROL	PERSONNES AYANT UN CONTRÔLE IMPORTANT
<p>No information has been filed. Aucun renseignement n'a été déposé.</p>	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2016-10-14 to present / à maintenant	HCSI Home Comfort Inc.
<b>Certificates issued (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2016-10-14 Certificat de constitution en société
Certificate of Amendment	2017-07-19 Certificat de modification
Amendment details:	Renseignements concernant les modifications aux statuts :
Number of directors	Nombre d'administrateurs
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
<b>Documents filed (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Documents déposés</b>

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.

# APPENDIX "E"



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2025-05-02 2:26 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
<b>Corporate name</b>	<b>Dénomination</b>	
	HCSI Home Comfort 2 Inc.	
<b>Corporation number</b>	1234500-5	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	711806471RC0001	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2020-09-16</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2020-09-16</i>	
<b>Status</b>	<b>Statut</b>	
	Active - Dissolution Pending (Non-compliance) Active - Dissolution en cours (Non conformité)	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	2225 Sheppard Avenue East, Suite 800 North York ON M2J 5C2 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS									
<b>Anniversary date (MM-DD)</b>	09-16 <b>(MM-JJ) Date anniversaire</b>									
<b>Filing period (MM-DD)</b>	09-16 to/au 11-15 <b>(MM-JJ) Période de dépôt</b>									
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>									
	<table> <tr> <td>Overdue</td> <td>2024</td> <td>En retard</td> </tr> <tr> <td>Overdue</td> <td>2023</td> <td>En retard</td> </tr> <tr> <td>Filed</td> <td>2022</td> <td>Déposé</td> </tr> </table>	Overdue	2024	En retard	Overdue	2023	En retard	Filed	2022	Déposé
Overdue	2024	En retard								
Overdue	2023	En retard								
Filed	2022	Déposé								
<b>Date of last annual meeting (YYYY-MM-DD)</b>	Not available / Pas disponible <b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>									
<b>Type</b>	<b>Type</b>									
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins									

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Robert Teti	80 Bass Pro Mills Drive, Vaughan ON L4K 5W9, Canada	

INDIVIDUALS WITH SIGNIFICANT CONTROL	PERSONNES AYANT UN CONTRÔLE IMPORTANT
<p>No information has been filed. Aucun renseignement n'a été déposé.</p>	

CORPORATE HISTORY	HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2020-09-16 to present / à maintenant	HCSI Home Comfort 2 Inc.
<b>Certificates issued (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2020-09-16 Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
<b>Documents filed (YYYY-MM-DD)</b>	<b>(AAAA-MM-JJ) Documents déposés</b>

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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# APPENDIX "F"

**HCSI Home Comfort Inc.**  
Balance Sheet (unaudited)  
in \$CAD

	As at <b>Mar 31, 2025</b>	As at <b>Dec 31, 2024</b>
<b>Assets</b>		
Cash and cash equivalents	342,571	369,685
Accounts Receivable	101,891	101,891
Sales taxes receivable (payable)	(3,521)	(3,521)
Reserve receivable	973,247	973,247
Finance receivable	20,014,991	20,225,170
<b>Total Assets</b>	<b>21,429,179</b>	<b>21,666,472</b>
<b>Liabilities and shareholders' equity</b>		
Accounts payable and accrued liabilities	78,360	78,360
Due to related parties	5,490,728	5,478,908
Service liability	326,046	341,046
Secured borrowings	11,725,385	12,215,334
<b>Total liabilities</b>	<b>17,620,519</b>	<b>18,113,649</b>
<b>Shareholders' equity</b>		
Retained earnings	3,808,659	3,552,823
<b>Total shareholders' equity</b>	<b>3,808,659</b>	<b>3,552,823</b>
<b>Total liabilities and shareholders' equity</b>	<b>21,429,179</b>	<b>21,666,472</b>

**HCSI Home Comfort Inc.**  
Statement of Profit and Loss (unaudited)  
in \$CAD

	For the three months ended Mar 31, 2025 <b>Q1 2025</b>	For the year ended Dec 31, 2024 <b>2024</b>
<b>REVENUE</b>		
HVAC sales and rental	-	-
Finance lease revenue	700,767	2,821,601
<b>Sales taxes receivable (payable)</b>	<b>700,767</b>	<b>2,821,601</b>
<b>COST OF SALES</b>		
Cost of goods sold	-	-
Service expense	(15,000)	(58,804)
<b>Total Cost of Sales</b>	<b>(15,000)</b>	<b>(58,804)</b>
<b>GROSS PROFIT</b>	<b>715,767</b>	<b>2,880,405</b>
<b>OTHER INCOME (LOSS)</b>		
Gain (loss) on lease disposition	(15,165)	(20,226)
<b>Total Other Income (Loss)</b>	<b>(15,165)</b>	<b>(20,226)</b>
<b>EXPENSES</b>		
Bad debts	73,324	65,915
General and administrative	7,950	24,380
<b>Total Expenses</b>	<b>81,274</b>	<b>90,295</b>
<b>EBITDA</b>	<b>619,329</b>	<b>2,769,883</b>
Interest, financing fees	363,493	1,583,080
<b>Net income for the period</b>	<b>255,836</b>	<b>1,186,803</b>

# APPENDIX "G"

**HCSI Home Comfort 2 Inc.**  
Balance Sheet (unaudited)  
in \$CAD

	As at <b>Mar 31, 2025</b>	As at <b>Dec 31, 2024</b>
<b>Assets</b>		
Accounts Receivable	101,991	101,991
Sales taxes receivable (payable)	379,190	352,040
Reserve receivable	1,077,555	1,077,555
Finance receivable	24,246,908	24,642,600
<b>Total Assets</b>	<b>25,805,644</b>	<b>26,174,186</b>
<b>Liabilities and shareholders' equity</b>		
Accounts payable and accrued liabilities	1,918,215	1,918,215
Due to related parties	4,931,004	4,792,296
Service liability	448,964	463,964
Secured borrowings	17,295,099	17,824,150
<b>Total liabilities</b>	<b>24,593,282</b>	<b>24,998,625</b>
<b>Shareholders' equity</b>		
Retained earnings	1,212,361	1,175,561
<b>Total shareholders' equity</b>	<b>1,212,361</b>	<b>1,175,561</b>
<b>Total liabilities and shareholders' equity</b>	<b>25,805,644</b>	<b>26,174,186</b>

**HCSI Home Comfort 2 Inc.**  
Statement of Profit and Loss (unaudited)  
in \$CAD

	For the three months ended Mar 31, 2025 <b>Q1 2025</b>	For the year ended Dec 31, 2024 <b>2024</b>
<b>REVENUE</b>		
HVAC sales and rental	-	29,386
Finance lease revenue	670,990	2,561,990
<b>Total Revenue</b>	<b>670,990</b>	<b>2,591,376</b>
<b>COST OF SALES</b>		
Cost of goods sold	-	45,421
Service expense	(15,000)	(55,603)
<b>Total Cost of Sales</b>	<b>(15,000)</b>	<b>(10,182)</b>
<b>GROSS PROFIT</b>	<b>685,990</b>	<b>2,601,558</b>
<b>OTHER INCOME (LOSS)</b>		
Gain (loss) on lease disposition	(80,710)	(139,344)
<b>Total Other Income (Loss)</b>	<b>(80,710)</b>	<b>(139,344)</b>
<b>EXPENSES</b>		
Salaries and benefits	-	1,000
General and administrative	74,740	84,266
<b>Total Expenses</b>	<b>74,740</b>	<b>85,266</b>
<b>EBITDA</b>	<b>530,540</b>	<b>2,376,948</b>
Interest, financing fees	493,739	2,058,024
<b>Net income for the period</b>	<b>36,801</b>	<b>318,924</b>

# APPENDIX "H"

# Enquiry Result

File Currency: 25MAY 2025

Show All Pages

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Type of Search	Business Debtor						
Search Conducted On	HCSI HOME COMFORT INC.						
File Currency	25MAY 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	513710298	1	1	1	3	25FEB 2030	

**FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN**

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
513710298		001	3		20250225 1756 1793 6640	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	HCSI HOME COMFORT INC.			
Address		City	Province	Postal Code
80 BASS PRO MILLS DRIVE, UNIT 5		CONCORD	ON	L4K5W9

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	SIMPLY GREEN HOME SERVICES INC.			
Address		City	Province	Postal Code
2225 SHEPPARD AVENUE EAST, SUITE 800		NORTH YORK	ON	M2J5C2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	AIRD & BERLIS LLP (MS-313887)			
Address	City	Province	Postal Code	
181 BAY STREET, SUITE 1800	TORONTO	ON	M5J2T9	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	HCSI HOME COMFORT INC.								
File Currency	25MAY 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	513710298	1	1	2	3	25FEB 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
513710298		002	3		20250225 1756 1793 6640				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	SIMPLY GREEN HOME SERVICES CORP.								
	Address				City	Province	Postal Code		
	2225 SHEPPARD AVENUE EAST, SUITE 800				NORTH YORK	ON	M2J5C2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

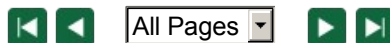
CONTINUED

Type of Search	Business Debtor								
Search Conducted On	HCSI HOME COMFORT INC.								
File Currency	25MAY 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	513710298	1	1	3	3	25FEB 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
513710298		003	3		20250225 1756 1793 6640				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	CROWN CREST CAPITAL TRUST								
	Address			City	Province	Postal Code			
	2225 SHEPPARD AVENUE EAST, SUITE 800			NORTH YORK	ON	M2J5C2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

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# APPENDIX "I"

## Enquiry Result

File Currency: 25MAY 2025




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<b>Type of Search</b>	Business Debtor								
<b>Search Conducted On</b>	HCSI HOME COMFORT 2 INC.								
<b>File Currency</b>	25MAY 2025								
	<b>File Number</b>	<b>Family</b>	<b>of Families</b>	<b>Page</b>	<b>of Pages</b>	<b>Expiry Date</b>	<b>Status</b>		
	513710307	1	1	1	3	25FEB 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
<b>File Number</b>	<b>Caution Filing</b>	<b>Page of</b>	<b>Total Pages</b>	<b>Motor Vehicle Schedule</b>	<b>Registration Number</b>	<b>Registered Under</b>	<b>Registration Period</b>		
513710307		001	3		20250225 1756 1793 6641	P PPSA	5		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	HCSI HOME COMFORT 2 INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	2225 SHEPPARD AVENUE EAST, SUITE 800				NORTH YORK	ON	M2J5C2		
<b>Individual Debtor</b>	<b>Date of Birth</b>	<b>First Given Name</b>			<b>Initial</b>	<b>Surname</b>			
<b>Business Debtor</b>	<b>Business Debtor Name</b>					<b>Ontario Corporation Number</b>			
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
<b>Secured Party</b>	<b>Secured Party / Lien Claimant</b>								
	SIMPLY GREEN HOME SERVICES INC.								
	<b>Address</b>				<b>City</b>	<b>Province</b>	<b>Postal Code</b>		
	2225 SHEPPARD AVENUE EAST, SUITE 800				NORTH YORK	ON	M2J5C2		
<b>Collateral Classification</b>	<b>Consumer Goods</b>	<b>Inventory</b>	<b>Equipment</b>	<b>Accounts</b>	<b>Other</b>	<b>Motor Vehicle Included</b>	<b>Amount</b>	<b>Date of Maturity or</b>	<b>No Fixed Maturity Date</b>
				X	X				
<b>Motor Vehicle Description</b>	<b>Year</b>	<b>Make</b>			<b>Model</b>		<b>V.I.N.</b>		
<b>General Collateral Description</b>	<b>General Collateral Description</b>								

Registering Agent	Registering Agent			
	AIRD & BERLIS LLP (MS-313887)			
Address	City	Province	Postal Code	
181 BAY STREET, SUITE 1800	TORONTO	ON	M5J2T9	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	HCSI HOME COMFORT 2 INC.								
File Currency	25MAY 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	513710307	1	1	2	3	25FEB 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
513710307		002	3		20250225 1756 1793 6641				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	SIMPLY GREEN HOME SERVICES CORP.								
	Address				City	Province	Postal Code		
	2225 SHEPPARD AVENUE EAST, SUITE 800				NORTH YORK	ON	M2J5C2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	HCSI HOME COMFORT 2 INC.								
File Currency	25MAY 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	513710307	1	1	3	3	25FEB 2030			
<b>FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN</b>									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
513710307		003	3		20250225 1756 1793 6641				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	CROWN CREST CAPITAL TRUST								
	Address				City	Province	Postal Code		
	2225 SHEPPARD AVENUE EAST, SUITE 800				NORTH YORK	ON	M2J5C2		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

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# APPENDIX “J”

**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 CROWN CREST CAPITAL  
MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY  
GREEN HOME SERVICES INC., SIMPLY GREEN HOME  
SERVICES CORP., CROWN CREST CAPITAL TRUST,  
HCSI HOME COMFORT INC. and HCSI HOME COMFORT 2 INC.**

**PEOPLES TRUST COMPANY**

**Applicant**

**AND**

**CROWN CREST CAPITAL MANAGEMENT CORP.,  
CROWN CREST FINANCIAL CORP., CROWN CREST  
FUNDING CORP., SIMPLY GREEN HOME SERVICES  
INC., SIMPLY GREEN HOME SERVICES CORP., AND  
CROWN CREST CAPITAL TRUST**

**Respondents**

**CONSENT TO ACT AS MONITOR**

KPMG Inc. hereby consents to act as the Court-appointed Monitor in this proceeding should a Second Amended and Restated Initial Order be granted by the Court.

DATED at the City of Toronto, in the Province of Ontario, this 26<sup>th</sup> day of May, 2025.

**KPMG INC.**



Per: \_\_\_\_\_

Pritesh Patel  
Senior Vice President

# APPENDIX "K"

**SCHEDULE “A”  
SALE AND INVESTMENT SOLICITATION PROCESS**

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on November 9, 2023, as amended and restated by an order of the Court made on November 17, 2023 (as may be further amended and restated, the “**Initial Order**”), Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp. and Crown Crest Capital Trust (collectively, the “**Initial Respondents**”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”, and such proceedings, the “**CCAA Proceedings**”). KPMG Inc. (“**KPMG**”) was appointed under the terms of the Initial Order as monitor of the Initial Respondents (in such capacity, the “**Monitor**”) and HWS Consulting Inc. (“**HWS**”) was appointed to act as Chief Restructuring Officer (“**CRO**”) of the Initial Respondents, through the services of Joe Prosperi and other employees or agents of HWS. The Initial Order, among other things, granted certain enhanced powers to the Monitor, including applying to the Court, on its own behalf or on behalf of the Initial Respondents, for any orders necessary or advisable to carry out its powers and obligations under the Initial Order or other order of the Court in the CCAA Proceedings. Pursuant to an order of the Court made ●, 2025 (the “**Second Amended and Restated Initial Order**”), HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. were added as Respondents in the CCAA Proceedings (collectively with the Initial Respondents, the “**Respondents**” or the “**Simply Green Group**”). Capitalized terms that are not defined herein have the meanings ascribed thereto in the Second Amended and Restated Initial Order or the SISP Order (as defined below), as applicable.
2. On November 1, 2024, the parties to the proposed class action commenced against certain of the Respondents and their former CEO, Mr. Lawrence Krimker (the “**Bonnick Action**”) and a separate proposed class action commenced by the plaintiffs against Peoples Trust Company, which is related to the Bonnick Action (the “**PTC Action**” and together, the “**Actions**”) signed a final settlement agreement settling both Actions (the “**Settlement Agreement**”). Among other things, the Settlement Agreement provides for a release of the Releasees (including the settling defendants) from any and all Released Claims (each as defined in the Settlement Agreement). The Settlement Agreement was approved by the court overseeing the Actions on February 21, 2025, and the Court in the CCAA Proceedings on April 2, 2025.
3. On ●, 2025, the Court granted an order in the CCAA Proceedings (the “**SISP Order**”) that, among other things, (a) approved the engagement of CIBC, as sales agent to the Simply Green Group (the “**Sales Agent**”); and (b) authorized and empowered the Monitor and the Sales Agent to implement a sale and investment solicitation process (“**SISP**”) in accordance with the terms hereof.
4. The SISP sets out the manner in which (a) binding bids for executable transactions involving the Business and/or the Property of the Simply Green Group will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought. The SISP will be conducted by the Monitor and the Sales Agent, in consultation with the CRO and Peoples Trust Company (in its various capacities as lender to the Simply Green Group, including as DIP Lender, “**PTC**”) and with the assistance of the Simply Green Group, in accordance with the terms hereof.

**Opportunity**

5. The SISP is intended to solicit interest in, and opportunities for: (a) one or more sale(s) or partial sale(s) of all, substantially all, or certain portions of the Property or the Business; and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of all or some of the Simply

Green Group or all or part of the Business. For greater certainty, bids that will be considered pursuant to the SISP may include one or more of an investment, restructuring, recapitalization, refinancing or other form of reorganization of the Business of all or some of the Simply Green Group as a going concern or a sale (or partial sale) of all, substantially all, or certain of the Property, or a combination thereof.

6. The SISP describes the manner in which prospective bidders may gain access to due diligence materials concerning the Simply Green Group, the Business and the Property, the manner in which interested parties may participate in the SISP, the requirements related to the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder (as defined below) and the requisite approvals to be sought from the Court in connection therewith. The Monitor and the Sales Agent shall conduct the SISP, in consultation with the CRO and PTC and with the assistance of the Simply Green Group, in the manner set forth herein. Any transaction implemented pursuant to the SISP shall be on an “*as is, where is*” basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the CRO, PTC, the Simply Green Group or any and all of their respective employees, representatives, agents, advisors and/or estates.
7. The Monitor may at any time and from time to time modify, amend, vary or supplement the SISP, including to extend the key dates set out hereunder and to waive terms and conditions set forth herein with respect to all prospective bidders without the need for obtaining an order of the Court; provided that, the Monitor, in consultation with the Sales Agent, the CRO and PTC, determines that such modification, amendment, variation or supplement is not material and is useful in order to give effect to the substance of the SISP, the SISP Order and the Second Amended and Restated Initial Order and maximize the value of the Property and/or the Business.

**Timeline**<sup>1</sup>

8. The key dates for the SISP are as follows, as such dates may be modified or extended in accordance with the terms of the SISP:

<b>Event</b>	<b>Date</b>
<b>1. Commencement of SISP</b>	June 2, 2025 at 12:01 a.m. (prevailing Eastern Time)
<b>Phase 1</b>	
<b>2. Process Letter and Access to VDR</b>  The Sales Agent, in consultation with the Monitor, the CRO and PTC, to commence preparation and distribution to potentially interested parties of (i) a teaser and process letter; and (ii) subject to execution of NDAs (as defined below), a confidential information memorandum and access to the VDR (as defined below)	No later than three (3) business days after commencement of SISP
<b>3. Phase 1 Bid Deadline</b>  Deadline for submission of LOIs (as defined below)	July 11, 2025 at 5:00 p.m. (prevailing Eastern Time)  (“Phase 1 Bid Deadline”)

<sup>1</sup> To the extent any dates would fall on a non-business day, such date shall be the first business day thereafter.

<p><b>4. Notification of Phase 1 Qualified Bid</b></p> <p>Deadline to notify a party that has submitted a LOI whether it has been designated a Phase 1 Qualified Bidder (as defined below) invited to participate in Phase 2</p>	<p>July 18, 2025 at 5:00 p.m. (prevailing Eastern Time)</p> <p>(<b>“Notification Deadline”</b>)</p>
<p><b>Phase 2</b></p>	
<p><b>5. Qualified Bid Deadline</b></p> <p>Deadline for delivery of definitive offers in accordance with the requirements of Section 18 hereof</p>	<p>September 24, 2025 at 5:00 p.m. (prevailing Eastern Time)</p> <p>(<b>“Qualified Bid Deadline”</b>)</p>
<p><b>6. Auction</b></p> <p>Auction (as defined below), if applicable</p>	<p>September 26, 2025 at 10:00 a.m. (prevailing Eastern Time)</p>
<p><b>7. Selection of Successful Bid</b></p> <p>Deadline for selection of the Successful Bid</p>	<p>September 30, 2025 at 5:00 p.m. (prevailing Eastern Time)</p> <p>(<b>“Successful Bid Selection Deadline”</b>)</p>
<p><b>8. Approval Order Hearing</b></p> <p>Hearing of the motion for the Approval Order (as defined below)</p>	<p>October 15, 2025, subject to Court availability</p>
<p><b>9. Outside Date</b></p> <p>Deadline for completion of the transaction(s) represented by the Successful Bid</p>	<p>December 31, 2025 (prevailing Eastern Time)</p> <p>(<b>“Outside Date”</b>)</p>

**Solicitation of Interest**

9. As soon as reasonably practicable following the commencement of the SISP, the Sales Agent, in consultation with the Monitor, the CRO and PTC, will, to the extent they have not already done so:
  - a. disseminate marketing materials and a process letter to potentially interested parties identified by the Monitor, the Sales Agent, the CRO, PTC and the Simply Green Group;
  - b. solicit interest from parties with a view to such interested parties entering into non-disclosure agreements (each, an **“NDA”**) (parties shall only obtain access to the VDR and be permitted to participate in the SISP if they execute an NDA with the Simply Green Group, in form and substance satisfactory to the Monitor, the CRO and PTC, in their sole discretion);
  - c. provide applicable parties who have entered into an NDA with the Simply Green Group access to one or more virtual data rooms (collectively, the **“VDR”**) containing, among other things, diligence information;
  - d. request that such parties submit a letter of intent to bid (**“LOI”**) to the Monitor and the Sales Agent, meeting at least the requirements set forth in Section 12 below, as determined

by the Monitor and the Sales Agent, in consultation with the CRO and PTC (a “**Phase 1 Qualified Bid**”, and such party, a “**Phase 1 Qualified Bidder**”), by the Phase 1 Bid Deadline; and

- e. if applicable, request that Phase 1 Qualified Bidders submit a binding offer (a “**Phase 2 Bid**”) to the Monitor and the Sales Agent, meeting at least the requirements set forth in Section 18 below, as determined by the Monitor and the Sales Agent, in consultation with the CRO and PTC (a “**Qualified Bid**”, and such party, a “**Qualified Bidder**”), by the Qualified Bid Deadline.
10. The Monitor and the Sales Agent, in consultation with the CRO, reserve the right to limit access to any confidential information (including any information in any VDR) where, in the opinion of the Monitor and the Sales Agent, in consultation with the CRO, such access could negatively impact the SISP, the ability to maintain the confidentiality of the Simply Green Group’s confidential or competitive information, the Business, or the Property. For the avoidance of doubt, selected due diligence information may be withheld from parties that have executed an NDA if the Monitor and the Sales Agent, in consultation with the CRO, determine, in their sole discretion, such information represents proprietary or sensitive competitive information.
  11. The Monitor, the Sales Agent, PTC and the CRO, and their advisors, make no representation or warranty as to the accuracy or completeness of the information contained in the VDR, or any other information provided through the due diligence process or pursuant to the SISP.

#### **Phase 1 Bids - LOIs**

12. In order to constitute a Phase 1 Qualified Bid, a LOI must comply with the following:
  - a. Identification of Potential Bidder. It identifies the potential bidder (which, for the avoidance of doubt, may be a purchaser or an investor);
  - b. Identification of Property/Business. It contains a general description of the Property and/or Business of the Simply Green Group that would be the subject of the bid;
  - c. Bid Description. The bid contains a summary of the proposed transaction(s) highlighting the material terms of the bid, including whether the bid is an offer to acquire all, substantially all or a portion of the Simply Green Group’s Property (a “**Sale Proposal**”), or an offer to make an investment in, restructure, reorganize or refinance the Simply Green Group’s Business that is not a Sale Proposal (an “**Investment Proposal**”);
  - d. Sale Proposal. In the case of a Sale Proposal, the bid includes: (i) a purchase price in Canadian dollars; (ii) the form of consideration (including any liabilities to be assumed); (iii) key assumptions supporting the purchase price valuation; (iv) a specific indication of the expected structure and financing of the transaction (including the sources of any financing); (v) a description of the Property subject to the proposed transaction and the Property to be excluded; (vi) written evidence of ability to consummate the proposed transaction that will allow the Monitor and the Sales Agent, in consultation with the CRO, to make a determination as to the bidder’s financial and other capabilities to consummate the proposed transaction; (vii) a description of any material conditions or approvals required for a final and binding offer; (viii) an outline of any additional due diligence required; (ix) the key terms of the order of the Court approving the proposed transaction (including whether a “reverse vesting order” will be required); and (x) a description of any other material terms or conditions to the proposed transaction;

- e. Investment Proposal. In the case of an Investment Proposal, the bid includes: (i) a description of the proposed structure of the investment; (ii) the aggregate amount of equity and/or debt investment to be made in the Business or the Simply Green Group in Canadian dollars; (iii) key assumptions supporting the purchase price valuation and pro forma capital structure; (iv) a specific indication of the expected structure and financing of the transaction (including, the sources of any financing); (v) the equity, if any, to be allocated to the Simply Green Group's secured creditors; (vi) written evidence of ability to consummate the proposed transaction that will allow the Monitor and the Sales Agent, in consultation with the CRO, to make a determination as to the bidder's financial and other capabilities to consummate the proposed transaction; (vii) a description of any material conditions or approvals required for a final and binding offer; (viii) an outline of any additional due diligence required; (ix) the key terms of the order of the Court approving the proposed transaction; and (x) a description of any other material terms or conditions to the proposed transaction;
  - f. Reasonable Prospect of Qualified Bid. It reflects a reasonable prospect of culminating in a Qualified Bid by the Qualified Bid Deadline, as determined by the Monitor and the Sales Agent, in consultation with the CRO; and
  - g. Deadline. It is received by the Monitor and the Sales Agent by the Phase 1 Bid Deadline.
13. Notwithstanding the requirements specified in Section 12 above or anything to the contrary herein, PTC shall be deemed to be a Phase 1 Qualified Bidder even if it does not submit a LOI or Phase 1 Qualified Bid.
  14. Following the Phase 1 Bid Deadline, the Monitor and the Sales Agent, in consultation with the CRO and PTC, will assess the LOIs received and determine whether such LOIs constitute Phase 1 Qualified Bids.
  15. Following the receipt of any LOI, the Monitor and the Sales Agent, in consultation with the CRO, may: (a) seek clarification with respect to any of the terms or conditions of such LOI and/or request and negotiate one or more amendments to such LOI prior to determining if the LOI should be considered a Phase 1 Qualified Bid; (b) waive compliance with any one or more of the requirements specified in Section 12 above and deem a non-compliant LOI to be a Phase 1 Qualified Bid; or (c) reject any LOI (and it shall not be considered a Phase 1 Qualified Bid) if it does not comply with the requirements specified in Section 12 above or if it is otherwise inadequate, insufficient or contrary to the best interests of the Simply Green Group and its stakeholders.
  16. If (a) no LOI has been received by the Monitor and the Sales Agent by the Phase 1 Bid Deadline; (b) the Monitor and the Sales Agent, in consultation with the CRO and PTC, determine that no LOI constitutes a Phase 1 Qualified Bid; or (c) no LOI provides for a purchase price or investment amount that is satisfactory to PTC in its sole and unfettered discretion, then the SISP shall be terminated and the Monitor, in consultation with the Sales Agent and the CRO, may accept a Credit Bid (as defined below) (or such other bid), if any, from PTC or supported by PTC directly and/or indirectly, for the Business and the Property, or seek advice and directions from the Court.
  17. The Monitor and the Sales Agent shall, by no later than the Notification Deadline, notify each party who submitted an LOI as to whether such LOI constitutes a Phase 1 Qualified Bid and whether such party has been determined to be permitted to proceed to "Phase 2".

**Phase 2 Bids – Formal Binding Offers**

18. In order to constitute a Qualified Bid, a Phase 2 Bid must comply with the following:

- a. Phase 1 Bid Compliance. It complies with all of the requirements set forth in respect of a Phase 1 Qualified Bid. For greater certainty, the requirements set out in Section 12(d)(vii), 12(d)(viii), 12(e)(vii), 12(e)(viii) and 12(g) above shall no longer be applicable in Phase 2;
- b. Cash Consideration. It provides a detailed sources and uses schedule that identifies, with specificity, the amount of cash consideration (the “**Cash Consideration Value**”) and any assumptions that could reduce the net consideration payable or to be invested;
- c. Modified Transaction Agreement. It contains duly executed binding transaction document(s) and a redline to the form of transaction agreement for a Sale Proposal provided by the Monitor, unless the bid is an Investment Proposal in the form of a plan of arrangement or other investment transaction, in which case, copies of the plan of arrangement and/or all documentation that is contemplated to be executed in connection therewith shall be provided;
- d. Identification of Qualified Bidder. It contains the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s) and disclosure of any connections or agreements with the Simply Green Group or any of their affiliates, any known, potential or prospective bidder, or any officer, manager, director, or known equity security holder of the Simply Green Group or any of their affiliates;
- e. No Contingencies. It is not conditional on obtaining financing or any board of directors or similar governing body or equityholder approval or on the outcome or review of due diligence;
- f. Required Approvals. It specifies any regulatory or other third-party approvals the party anticipates would be required to complete the transaction, including any antitrust approvals, and the anticipated timeframe and any anticipated impediments for obtaining such approvals are set forth in detail, such that the Monitor and the Sales Agent, in consultation with the CRO and PTC, can assess the risk to closing associated with any such conditions or approvals;
- g. Other Information. It contains such other information reasonably requested by any one or more of the Monitor, the Sales Agent, the CRO and/or PTC;
- h. Irrevocable. It includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until the selection of the Successful Bid and, if such bid is selected as the Successful Bid or as the next-highest or otherwise best Qualified Bid as compared to the Successful Bid (such bid, the “**Back-Up Bid**”, and such bidder, the “**Back-Up Bidder**”), it shall remain irrevocable until the earlier of the closing of the Successful Bid and the Outside Date;
- i. Proof of Financial Ability to Perform. It provides written evidence of a bidder’s ability to fully fund and consummate the transaction and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the Cash Consideration Value and it must provide such financial and other information that allows the Monitor, the Sales Agent, the CRO and PTC to make a reasonable determination

as to the bidder's ability to provide adequate assurance of future performance under any proposed assigned contracts, and the bidder's willingness to perform under any proposed assigned contracts;

- j. No Break Fee, Expense Reimbursement. It does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- k. Acknowledgments and Representations. It includes an acknowledgment and representation that, except to the extent set forth in a written agreement as between the bidder and the Simply Green Group, the bidder (i) has had an opportunity to conduct any and all required due diligence prior to making its bid; (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, made by any person or party, including any one or more of the Simply Green Group, the Monitor, the Sales Agent, the CRO and/or PTC, or any of their respective employees, officers, directors, agents, advisors and other representatives, regarding the transaction that is the subject of the bid, the SISP, or any information provided in connection therewith; (iii) agrees that the transaction that is the subject of the bid shall be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature or description by any one or more of the Simply Green Group, the Monitor, the Sales Agent, the CRO and/or PTC, or their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in a written agreement as between the bidder and the Simply Green Group; (iv) agrees to serve as Back-Up Bidder, if its bid is selected as the next-highest or otherwise best Qualified Bid as compared to the Successful Bid; (v) has not engaged in any collusion with respect to the submission of its bid; and (vi) agrees to be bound by the terms of the SISP;
- l. Treatment of Employees, Contracts, Etc. It includes full details of the bidder's intended treatment of the Simply Green Group's employees, customers, contracts and vendors under the proposed bid, and of any priority claims in the CCAA Proceedings;
- m. Deposit. It is accompanied by a cash deposit (the "Deposit") made by wire transfer of immediately available funds equal to 10% of the Cash Consideration Value, which Deposit shall be retained by the Monitor in a non-interest bearing trust account in accordance with the SISP;
- n. Administration Reserve. It includes the cash amount of \$● to be paid to the Monitor on closing for any professional fees to be incurred by the Monitor and the CRO in connection with the wind-down of the CCAA Proceedings (and any subsequent proceedings);
- o. Costs and Expenses. It contains a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis;
- p. Closing. It is reasonably capable of being consummated by no later than the Outside Date; and
- q. Deadline. It is received by the Monitor and the Sales Agent by the Qualified Bid Deadline.

***Evaluation of Competing Phase 2 Bids***

19. Following the Qualified Bid Deadline, the Monitor and the Sales Agent, in consultation with the CRO and PTC, will assess the Phase 2 Bids received and determine whether such Phase 2 Bids constitute Qualified Bids.
20. Following the receipt of any Phase 2 Bid, the Monitor and the Sales Agent, in consultation with the CRO and PTC, may: (a) seek clarification with respect to any of the terms or conditions of such Phase 2 Bid and/or request and negotiate one or more amendments to such Phase 2 Bid prior to determining if the Phase 2 Bid should be considered a Qualified Bid; (b) waive compliance with any one or more of the requirements specified in Section 18 above and deem a non-compliant Phase 2 Bid to be a Qualified Bid; or (c) reject any Phase 2 Bid (and it shall not be considered a Qualified Bid) if it does not comply with the requirements specified in Section 18 above or if it is otherwise inadequate, insufficient or contrary to the best interests of the Simply Green Group and its stakeholders.

***Selection of Successful Bid***

21. Prior to the Successful Bid Selection Deadline, and subject to Sections 22 to 24 below as applicable, (a) the Monitor, in consultation with the Sales Agent, PTC and the CRO, shall select one or more successful bid(s) (the “**Successful Bid**”, and such bidder, the “**Successful Bidder**”), having regard to such factors as consideration payable in respect of the Qualified Bid, the likelihood of closing, and such other factors as the Monitor, in consultation with the Sales Agent and the CRO, considers relevant; and (b) the highest Qualified Bid may not necessarily be selected as the Successful Bid.
22. If one or more Qualified Bids has been received by the Monitor and the Sales Agent on or before the Qualified Bid Deadline, the Monitor and the Sales Agent, in consultation with the CRO and PTC, may elect to proceed with an auction process to determine the Successful Bid(s) (the “**Auction**”), which Auction shall be administered in accordance with auction procedures determined by the Monitor and the Sales Agent, in consultation with the CRO and PTC, and provided to all Qualified Bidders at least 24 hours prior to the commencement of the Auction. Any such Auction will commence at a date and time to be designated by the Monitor, and such Auction may, in the discretion of the Monitor, be held virtually via videoconference, teleconference or such other reasonable means as the Monitor deems appropriate, in consultation with the Sales Agent, the CRO and PTC. The Monitor, in consultation with the Sales Agent, the CRO and PTC, may select the bid(s) at the Auction as the Successful Bid.
23. If (a) no Qualified Bid has been received by the Monitor and the Sales Agent on or before the Qualified Bid Deadline; (b) the Monitor and the Sales Agent, in consultation with the CRO and PTC, determine that no Phase 2 Bid constitutes a Qualified Bid; or (c) PTC determines, in its sole and unfettered discretion, that the Qualified Bid(s) provide for an aggregate purchase price or investment amount that is not satisfactory to PTC, then the SISP shall be terminated and the Monitor, in consultation with the Sales Agent and the CRO, may accept a Credit Bid (or such other bid), if any, from PTC or supported by PTC directly and/or indirectly, for the Business and the Property, or seek advice and directions from the Court; provided that, Section 23(c) shall not apply if the Qualified Bid(s) provide for an aggregate purchase price or investment amount sufficient to allow the Simply Green Group to, on closing, pay in cash in full all amounts required to be paid or satisfied by the Simply Green Group under all of its agreements with PTC.
24. The Monitor, in consultation with the Sales Agent, the CRO and PTC, reserves the right not to accept any Qualified Bid or to otherwise terminate the SISP. The Monitor and the Sales Agent, in consultation with the CRO, reserve the right to deal with one or more Qualified Bidders to the exclusion of others, to accept a Qualified Bid for different parts of the Simply Green Group’s Business and/or Property or

to accept multiple Qualified Bids as a Successful Bid, and enter into definitive agreements in respect of all such bids.

***Approval Order Hearing***

25. Following selection of a Successful Bid, the Monitor, in consultation with the CRO and PTC, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Monitor in consultation with the CRO and PTC, the Monitor, for and on behalf of the Simply Green Group, shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Simply Green Group to complete the transactions contemplated thereby, as applicable, and authorizing the Simply Green Group to (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the transaction(s) contemplated in such Successful Bid (each, an “**Approval Order**”). If the Successful Bid is not consummated in accordance with its terms, then the Monitor, in consultation with the CRO and PTC, shall be authorized, but not required, to designate the Back-Up Bid (if any) as the Successful Bid and seek an Approval Order with respect thereto. If there is no Back-Up Bid, then the SISP shall be terminated and the Monitor may seek advice and directions from the Court.

***Access to Information***

26. The Monitor, the Sales Agent and the CRO may provide information with respect to the SISP to PTC, its counsel and financial advisor on a confidential basis, including (a) copies of any LOI and any bid received, including any Qualified Bid; and (b) such other information and updates with respect to the SISP as may be requested by PTC.

27. The Monitor shall be permitted, in its sole discretion, to provide updates and information in respect of the SISP to any creditor or stakeholder (including any advisor or representative thereof) of the Simply Green Group (other than PTC) (each a “**Stakeholder**”) on a confidential basis upon: (a) the irrevocable confirmation in writing from such Stakeholder that the applicable Stakeholder will not submit any bid in the SISP or upon termination of the SISP; and (b) such Stakeholder executing a confidentiality agreement or undertaking with the Monitor, in form and substance satisfactory to the Monitor.

***General***

28. All Deposits shall be retained by the Monitor in a non-interest bearing trust account. If a Successful Bid is selected and an Approval Order authorizing the consummation of the transaction contemplated thereunder is granted, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid or Back-Up Bid, will be returned to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to an Approval Order or such earlier date as may be determined by the Monitor, in consultation with the Sales Agent, the CRO and PTC. The Deposit in respect of the Back-Up Bid (if any) shall be returned to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the closing of the Successful Bid or such earlier date as may be determined by the Monitor, in consultation with the Sales Agent, the CRO and PTC. If a Phase 1 Qualified Bidder, Qualified Bidder, Back-Up Bidder or Successful Bidder breaches its obligations under the terms of the SISP, its Deposit (if any) shall be forfeited as liquidated damages and not as a penalty, without limiting any other claims or actions against such Phase 1

Qualified Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder and/or their respective affiliates, or as otherwise set out in the definitive agreement(s).

29. The SISP does not, and will not be interpreted to create any contractual or other legal relationship between any or all of the Monitor, the Sales Agent, the CRO, PTC and/or the Simply Green Group and any Phase 1 Qualified Bidder, Qualified Bidder, Back-Up Bidder or Successful Bidder or any other party, other than as specifically set forth in a definitive agreement that may be signed with the Simply Green Group.
30. Without limiting Section 29 above, the Monitor, the Sales Agent, PTC and the CRO shall not have any liability whatsoever to any person or entity, including without limitation any potential bidder, Phase 1 Qualified Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder or any other creditor or stakeholder, as a result of implementation or otherwise in connection with the SISP, except to the extent that any such liabilities result from the gross negligence or wilful misconduct on their part, as applicable, as determined by a final order of the Court. Further, no person or entity, including without limitation any potential bidder, Phase 1 Qualified Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder or any other creditor or stakeholder shall have any claim against any and all of the Monitor, the Sales Agent, the CRO and/or PTC in respect of the SISP for any reason whatsoever, except to the extent that such claim is the result of gross negligence or wilful misconduct on their part, as applicable, as determined by a final order of the Court.
31. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any LOI or bid, due diligence activities, and any other negotiations or other actions whether or not they lead to the consummation of a transaction.
32. All bidders shall be deemed to have consented to the jurisdiction of the Court in connection with any disputes relating to the SISP, including, but not limited to, the qualification of bids, the construction and enforcement of the SISP, and closing, as applicable.
33. Any secured creditor of the Simply Green Group shall have the right to bid (each a “**Credit Bid**”) its secured debt against the Property secured thereby, including principal, interest and any other secured obligations owing to such secured creditor by the Simply Green Group; provided that, any such secured creditor shall be required to pay in full in cash on the closing of any transaction any obligations in priority to its secured debt (unless the holder of such priority obligation agrees to accept a lower payment than the total amount of obligations owed to them) and the reasonable fees and expenses of the Monitor and the CRO necessary to conclude the CCAA Proceedings.
34. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.
35. At any time during the SISP, any and all of the Monitor, the Sales Agent, the CRO, PTC or any other person may apply to the Court for advice and directions with respect to any aspect of the SISP including, but not limited to, the continuation of the SISP or with respect to the discharge of any or all of their powers and duties hereunder.

# APPENDIX "L"



**CANADIAN IMPERIAL BANK OF COMMERCE  
Mid-Market Investment Banking**

1155 René-Lévesque West  
Suite 320  
Montréal, Québec  
H3B 4P9  
Tel : 514 876-2998

**CONFIDENTIAL**

April 28, 2025

**CROWN CREST FINANCIAL CORP.  
CROWN CREST FUNDING CORP.  
CROWN CREST CAPITAL MANAGEMENT CORP.  
SIMPLY GREEN HOME SERVICES INC.  
SIMPLY GREEN HOME SERVICES CORP.  
CROWN CREST CAPITAL TRUST**  
2225 Sheppard Avenue E., Suite 800  
Toronto, ON M2J 5C2

**KPMG INC., as Monitor**  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

Attention: Joe Prosperi, Chief Restructuring Officer and Pritesh Patel, Monitor

Dear Joe and Pritesh:

We understand that CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP. and CROWN CREST CAPITAL TRUST (collectively, the "Company") are the subject of legal proceedings commenced under the *Companies' Creditors Arrangement Act* (the "CCAA Proceedings").

We further understand that KPMG Inc. ("KPMG"), in its capacity as Monitor of the Company in the CCAA Proceedings (in such capacity, the "Monitor") and in consultation with the Company's court-appointed chief restructuring officer (the "CRO"), HWS Consulting Inc. ("HWS"), are considering conducting a process (the "SISP") to solicit, among other things, (a) one or more sale(s) or partial sale(s) of all, substantially all, or certain portions of the Company's property and business and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of all or some of the Company or all or part of its business, which may be effected in a single transaction or a series of transactions (any such transaction or similar transaction being referred to herein as a "Proposed Transaction").

By acceptance of this letter (the "Agreement"), the Company hereby appoints Canadian Imperial Bank of Commerce ("CIBC", "we", "us" or "our"), and we agree to act, as the

Company's exclusive sales agent and financial advisor in respect of any Proposed Transaction, on the terms and conditions set out below.

1. **Responsibilities.** CIBC's responsibilities will include:
  - (a) preparing any confidential information memorandum or other documents appropriate for the solicitation of expressions of interest from third parties in the Proposed Transaction on behalf of the Company;
  - (b) identifying, approaching and conducting discussions with prospective purchasers;
  - (c) providing financial analysis and related advice to the CRO and the Monitor as to the financial implications of a Proposed Transaction;
  - (d) organizing the SISP, working with the Monitor to progress the SISP in accordance with the terms thereof, and advising the Monitor and the CRO with respect to the progress of the SISP;
  - (e) together with counsel and other advisors, assisting and advising the Monitor, in consultation with the CRO, with respect to negotiating the form, structure and price of the Proposed Transaction;
  - (f) together with counsel and other advisors, assisting the Monitor, in consultation with the CRO, with negotiating documentation necessary to complete a Proposed Transaction; and
  - (g) providing such other financial advisory services to the CRO and the Monitor in connection with a Proposed Transaction as the Monitor, the CRO and CIBC agree, in writing, are appropriate in the circumstances.

In addition, if and to the extent not inconsistent with the SISP, PTC (and its legal counsel and advisors) shall be entitled from time to time and at any time during the SISP to reasonably require that CIBC provide an update regarding the SISP and any matters arising from and relating thereto, provided that the Monitor shall be in attendance during such discussions. Notwithstanding anything to the contrary herein, the parties hereto (including, without limitation, PTC) acknowledge and agree that CIBC is not an advisor to PTC in connection with the Proposed Transaction and that nothing herein shall require CIBC to (directly or indirectly) provide any financial advice or similar services to PTC in connection with the Proposed Transaction or otherwise.

2. **Fees.**
  - (a) In consideration of our accepting this engagement and acting as a financial advisor and exclusive sales agent hereunder, the Company agrees:
    - (i) to pay us a work fee of \$██████ per month during the term of this Agreement, which work fee shall be credited against any fee otherwise payable to us under paragraph 2(a)(ii);
    - (ii) to pay us a base completion fee (the "Completion Fee"), payable at the time of closing of any Proposed Transaction that is completed or

agreed during the term of this Agreement or during the 12 month period following the expiry or termination of this Agreement, equal to ██████% of the Total Enterprise Value (as defined below);

For the purposes hereof, "Total Enterprise Value" shall mean the sum of (A) the aggregate value of the consideration received or receivable by the Company or its securityholders, or otherwise paid or payable in respect of any shares or assets of the Company, pursuant to such Proposed Transaction, including, without limitation, any such consideration that is in whole or in part in the form of an "earn-out", the value of any securities of the purchaser or any other entity formed in connection with the Proposed Transaction, any amounts paid or payable in respect of any "reverse vesting order" transaction, the value of any securities or assets of the Company that are retained by any of the Company's securityholders following the completion of a Proposed Transaction, the value of any investment in the Company by any purchaser or other third party (excluding Peoples Trust Company or any of its subsidiaries ("PTC")) upon or prior to the consummation of the Proposed Transaction, any payment by any purchaser or other third party of any priority amount pursuant to the CCAA Proceedings or any other non-cash or deferred consideration paid or payable by any purchaser or other third party in connection with the Proposed Transaction, and (B) the value of all debt assumed by the purchaser or purchasers pursuant to such Proposed Transaction. Furthermore, the term "Total Enterprise Value" shall exclude post-closing adjustments relating to a surplus or deficiency in working capital, or adjustments for post-closing indemnity claims and, in calculating the sum of the aggregate values set forth in this paragraph 2(a)(ii), there shall be no "double counting"; and

- (iii) notwithstanding anything to the contrary in paragraph 2(a)(ii) above, in the event that the Proposed Transaction is completed with PTC, then the amount of the Completion Fee shall be the greater of (A) ██████% of the Total Enterprise Value and (B) \$██████████.
- (b) If the Company agrees to pay a commission or fee to anyone else (including, without limitation, any other financial advisor to the Company), such commission or fee shall be for the Company's account and shall not reduce the amount payable to us under this Agreement.
- (c) If the consideration received by the Company is in whole or in part in the form of securities or other non-cash consideration, the value of such securities or other non-cash consideration, for purposes of calculating our fee, shall be the fair market value thereof on the effective completion date of such transaction. Such fair market value will be determined by the Monitor, in consultation with the CRO and PTC, using methodologies determined by the Monitor, in consultation with the CRO and PTC, to be the most appropriate for the type of security and consistent with opinions relating thereto provided by us to the Company or its Board of Directors. In the event that we disagree with the Monitor's determination of fair market value, we may object in

writing within ten business days of delivery of the determination, explaining such objection. If we have not agreed upon the fair market value within 10 business days thereafter, either the Monitor or CIBC may refer the matter to a mutually agreed independent third party valuator for a binding determination. The parties shall work in good faith to identify a mutually agreeable third party valuator for this purpose within 10 business days after the objection period. If a third party valuator cannot be mutually agreed upon, the CRO, in consultation with the Monitor and PTC, shall choose the identity of the valuator for this purpose. Notwithstanding the foregoing provisions of this paragraph 2(c), if the Proposed Transaction is completed with PTC or one of its subsidiaries, then PTC shall not be consulted in the selection of a third party valuator.

- (d) Any fees payable to us pursuant to this paragraph 2 shall be paid to us in cash, by certified cheque or by wire transfer in immediately available funds, at the times specified above, except that any fee payable to us in respect of a dividend, distribution or other transaction by the Company that forms part of any Proposed Transaction shall be payable on the effective date thereof (provided that, for certainty, such effective date shall either be at or following the time of closing of such Proposed Transaction).
  - (e) This Agreement and the Company's retention of CIBC hereunder (including the Company's payment of the fees, costs, expenses and other amounts as contemplated herein) shall be subject to approval of the Court in the CCAA Proceedings. The Monitor, for and on behalf of the Company, shall seek an Order of the Court in the CCAA Proceedings providing for such approval (i) as soon as reasonably practicable following the date hereof; and (ii) on or about the same time as the Company seeks Court approval of the SISP (subject to Court availability).
3. **Additional Services.** If CIBC is requested to provide any other services in addition to those described in paragraph 1 above ("Additional Services"), the terms and conditions relating to such Additional Services will be outlined in a separate letter of agreement and the fees for such services will be in addition to the fees payable hereunder, will be negotiated separately and in good faith and will be consistent with fees paid to North American investment bankers for similar services. However, for greater certainty, CIBC will not provide any legal, tax or accounting advice, either pursuant to this Agreement or otherwise. The Company and the Monitor, in consultation with the CRO and PTC, will be solely responsible for engaging and instructing such legal, tax and accounting professionals as they deem necessary for purposes of the subject matter of this Agreement.
4. **Counsel to CIBC.** Regardless of whether the Proposed Transaction is completed, the Company shall reimburse CIBC for the reasonable and documented fees, taxes and disbursements of our external legal counsel up to the aggregate maximum amount of \$50,000, upon presentation of invoices which include reasonable particulars of the legal services provided to us in connection with this engagement. For certainty, the \$50,000 limit referred to in the preceding sentence will not apply to any legal expenses incurred by any Indemnified Party (as defined in Schedule A hereto) pursuant in connection with any Claim (as defined in Schedule A hereto).

5. **Compliance with Laws.** The Company will comply with all applicable laws, regulations and policies, whether domestic, foreign, federal, national, provincial or otherwise, applicable to a Proposed Transaction.
6. **Expenses and Taxes.** The Company will reimburse us for all reasonable and documented out-of-pocket expenses incurred by us in connection with our engagement hereunder, including, but not limited to data room, travel, any other expenses and the fees, taxes and disbursements of experts retained by us (for which we will seek prior consent), together with all applicable government taxes. Such reimbursements will be payable, in cash, by certified cheque or by wire transfer of immediately available funds, upon a request for payment thereof by us whether or not a Proposed Transaction or any other transaction contemplated by this Agreement is completed. All or part of the amounts payable under this Agreement may be subject to applicable government sales tax. Where such taxes are applicable, an additional amount equal to the amount of such taxes owing will be payable by the Company.
7. **Use of CIBC's Advice.** Other than as expressly provided herein or as determined as necessary or required in the CCAA Proceedings, each of the parties to this Agreement acknowledges and agrees that all written and oral opinions, advice, analysis and materials provided by CIBC in connection with our engagement hereunder ("CIBC Work Product") are intended solely for the exclusive internal use and benefit of the Company, the CRO and the Monitor only in considering a Proposed Transaction and each of the Company, the CRO and the Monitor covenants and agrees that no such opinion, advice or material will be used for any other purpose whatsoever or shared, reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without our prior written consent in each specific instance. The preceding sentence will not prevent or limit the Monitor from sharing any CIBC Work Product with PTC if, in the Monitor's determination, such sharing is permitted by the SISP and consistent with the Monitor's duties and responsibilities; *provided, however, that* CIBC accepts no responsibility, accountability or liability to PTC for any use of or reliance on any CIBC Work Product.

Any opinion, advice or material provided by CIBC hereunder will be made subject to and will be based upon such assumptions, limitations, qualifications and reservations as we, in our sole judgment, deem necessary or prudent in the circumstances. CIBC expressly disclaims any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by us or any unauthorized reference to CIBC or this engagement.

8. **Indemnity.** The Company agrees to indemnify and save harmless CIBC, its affiliates and their respective directors, officers, employees, partners, agents, advisors and shareholders in accordance with Schedule A hereto, which Schedule forms part of this Agreement and the consideration for which is the entering into of this Agreement. Such indemnity (the "Indemnity") shall be in addition to, and not in substitution of, any liability which the Company or any other person may have to CIBC or other persons indemnified pursuant to the Indemnity outside of such Indemnity. The Indemnity shall apply to all services contemplated herein, including, without limitation, any Additional Services.

9. **Term.** Notwithstanding the formal date of this Agreement, this Agreement shall be effective as of February 10, 2025 and may not be terminated without all parties' consent prior to February 10, 2026, *provided that* this Agreement shall terminate before such date upon the completion of a Proposed Transaction. After February 10, 2026, this Agreement will continue unless terminated by either the Monitor or us upon 30 days' written notice. In any event, the obligations pursuant to paragraphs 2, 4, 6, 7, 8, 12, 14, 16, 17, 18 and 21 hereof will survive the completion of our engagement hereunder, any withdrawal or termination of or decision not to proceed with any Proposed Transaction or the expiry or other termination or purported termination of this Agreement. For greater certainty, upon such termination, the work fee stipulated in paragraph 2(a)(i) herein shall cease and the Company shall remain obligated to pay any unpaid work fees and reimbursable expenses that have accrued prior to the effective date of such termination, and any Completion Fee in accordance with paragraphs 2(a)(ii) and (iii).

10. **Other Matters.** The Company will provide CIBC with all corporate, financial and operating information and documentation regarding the Company (including any material subsidiaries, affiliates, sponsors and promoters of the Company, as appropriate) and any Proposed Transaction, and with access to the Company's senior management, facilities, employees, auditors, legal counsel and consultants, which are reasonably necessary and sufficient to allow us to perform our services hereunder.

In carrying out our responsibilities hereunder, CIBC will necessarily rely on information prepared or supplied and other sources believed by us to be reliable and assumes no obligation to verify the accuracy or completeness of such information and under no circumstances will we be liable to the Company and its equity holders for any damages arising out of the inaccuracy or incompleteness of any such information.

The Company or the Monitor will advise us promptly of any material change, actual or contemplated, in the Company's affairs or in any information provided to us concerning the Company or any Proposed Transaction. Unless advised otherwise, CIBC will be entitled to assume that there has been no material change in such information and will be entitled to rely thereon.

11. **Potential Interested Parties.** In order to co-ordinate our efforts on behalf of the Company, during the term of this Agreement, the Company, the CRO, PTC and the Monitor agree to conduct any discussions regarding any potentially interested party in connection with a Proposed Transaction exclusively through and in co-operation with CIBC. If the CRO, PTC, the Monitor, the Company, or its management receive an inquiry concerning any Proposed Transaction, it or they will promptly inform us of such inquiry so that we can assess such inquiry and assist the Company in any resulting negotiations. Certain potentially interested parties may have already been in contact with the CRO, PTC or the Monitor either directly or indirectly regarding a Proposed Transaction. If there is an agreement regarding a Proposed Transaction with any of such parties, the fees in paragraph 2 shall still be payable to us.

12. **Confidentiality.** Subject to the terms hereof, CIBC will maintain as confidential all information ("Information") provided to us by the Company, the CRO, PTC or the Monitor hereunder and will use the Information only for the purposes of our

engagement hereunder, unless the Information: (a) is already in our possession and not subject to any obligation of confidentiality; (b) is or becomes generally available to the public other than as a result of unauthorized disclosure by or through us; (c) is or becomes available to us on a non-confidential basis, provided that such source is not known by us to be bound by any obligation of confidentiality to the Company, the CRO, PTC or the Monitor; or (d) is required to be disclosed by operation of applicable law or regulatory requirement. Without limiting the generality of CIBC's confidentiality obligations hereunder, the Company, the CRO, PTC and the Monitor acknowledge that any email-attachments or other materials that are circulated by CIBC in connection with CIBC's engagement hereunder may not be password protected or subject to similar electronic authentication measures and, as a result, may be accessible by persons other than CIBC or the Company, if such persons were to receive such email-attachments or materials. The obligations in this paragraph 12 shall survive any termination or expiration of this Agreement for a period of 24 months.

13. **Public Announcements.** If we so request, the Company will include a reference to us and our role in any press release or other public communication issued by the Company with respect to a Proposed Transaction. If any Proposed Transaction is successfully completed, and provided CIBC is not in breach of any material provision hereof, we shall be permitted to publish, in any form of media and at our own expense, such advertisements or announcements relating to the services provided hereunder as we consider appropriate. For greater certainty, the Company permits us to display the trademarks, including logos, of the for the sole purpose of promoting our role in the Proposed Transaction, and the Company further represents and warrants that it has the legal right to grant us such permission.

14. **Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be delivered to:

(a) in the case of the Company: To the address on page one  
Attention: Joe Prosperi  
Email: [jprosperi@hwsconsultant.com](mailto:jprosperi@hwsconsultant.com)

(b) in the case of CIBC: To the address on page one  
Attention: Philippe Froundjian  
Managing Director  
Email: [philippe.froundjian@cibc.ca](mailto:philippe.froundjian@cibc.ca)

with a copy to: Sheel Parekh  
Senior Counsel  
Email: [Sheel.Parekh@cibc.com](mailto:Sheel.Parekh@cibc.com)

(c) in the case of the Monitor: To the address on page one  
Attention: Pritesh Patel  
Senior Vice President  
Email: [pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

(d) in the case of PTC:

95 Wellington Street West, Suite 1310  
Toronto, ON, M5J 2N7

Attention: Michael Lombard, Anne  
Butler and Darren Kozol  
Email: [michaell@peoplestrust.com](mailto:michaell@peoplestrust.com)  
[anneb@peoplesgroup.com](mailto:anneb@peoplesgroup.com)  
[darrenk@peoplesgroup.com](mailto:darrenk@peoplesgroup.com)

The parties may change their respective addresses for notices by notice given in the manner set out above. Any notice or other communication will be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, will be given by telecopy or email (pdf) and will be deemed to have been given when (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; (ii) in the case of a notice delivered or given by telecopy, on the first business day following the day on which it is sent; and (iii) in the case of a notice delivered or given by email (pdf), on the first business day following the day on which it is acknowledged as having been received by the intended recipient.

15. **Use of Affiliates.** In performing its responsibilities under this Agreement, CIBC may utilize the services of its affiliates provided that, if we use any such affiliates, CIBC will be responsible to ensure that such affiliates comply with the terms of this Agreement. For the purposes of this Agreement, the terms "CIBC", "us", "we", "our" and like expressions will include such affiliates.
16. **Miscellaneous Terms.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which, when taken together, will constitute one and the same Agreement. Each of the parties to this Agreement will be entitled to rely on delivery of an electronic copy of this Agreement (either by facsimile or email (pdf)) and acceptance by each party of any such facsimile or email (pdf) copy will be legally effective to create a valid and binding agreement between the parties to this Agreement in accordance with the terms of this Agreement. This Agreement will be for the benefit of and be binding upon the parties hereto and their respective successors and assigns provided that no party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration. No modifications of this Agreement or waiver of any term or condition hereof will be binding upon the parties, unless approved in writing by each of the parties. Time will be of the essence of this Agreement and, following any waiver or indulgence by any party, time will again be of the essence of this Agreement. This Agreement, including all schedules hereto, constitutes the only agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings and agreements, whether oral or written, of the parties with respect to such subject matter. Unless indicated otherwise, all references to currency are in Canadian dollars.

17. **Governing Law.** This Agreement is made pursuant to and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario in the CCAA Proceedings.
18. **Joint and Several Obligations.** CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP. AND CROWN CREST CAPITAL TRUST each agree to be jointly and severally liable for the performance by the Company of its obligations hereunder. Each of the CRO, PTC and the Monitor shall be bound, severally and not jointly or jointly and severally, only by the specific provisions of this Agreement that expressly refer to them.
19. **Court Approval.** Without limiting the generality of paragraph 2(e) hereof, pursuant to and in connection with the CCAA Proceedings, the Company shall use its best efforts to promptly seek approval of an order that, *inter alia*:
- (a) approves this Agreement, which the Company acknowledges is a post-filing agreement for purposes of the CCAA Proceedings;
  - (b) authorizes and directs the Company to pay the fees and expenses payable to CIBC by the Company pursuant to this Agreement when due and payable hereunder;
  - (c) provides that all claims of CIBC pursuant to this Agreement are not claims that may be compromised pursuant to a plan of compromise or arrangement under the CCAA (a "Plan") and shall be treated as unaffected in any Plan or any proposal under the *Bankruptcy and Insolvency Act*, and no such Plan or proposal shall be approved that does not provide for the payment of all amounts due to CIBC pursuant to this Agreement;
  - (d) grants to CIBC a charge (the "Sales Agent Charge") in the maximum amount of \$3.5 million in respect of the proposed Completion Fee and CIBC's other fees and expenses hereunder, which charge shall rank junior to the administration charge and the DIP Lender's charge granted in the CCAA Proceedings, over the Company's property, as security for all such amounts due to be paid to CIBC pursuant to this Agreement;
  - (e) provides that CIBC, its affiliates, partners, directors, employees, agents and controlling persons (the "CIBC Parties") shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind whatsoever, to any person in connection with or as a result of its engagement by the Company hereunder, save and except to the extent that any court of competent jurisdiction, in a final judgment and in a proceeding in which CIBC is named as a party, determines that such losses, claims, damages or liabilities were caused by or resulted from the gross negligence or wilful misconduct of the CIBC Parties; and
  - (f) seals from the public record the fees payable to CIBC hereunder until further order of the court.

The Company agrees not to take any steps or actions to impair, subordinate, release or in any way affect the Sales Agent Charge, other than to increase the amount of the Sales Agent Charge if deemed appropriate by the Company and/or the Monitor during the course of the CCAA Proceedings, and undertakes to advise CIBC forthwith of any attempts by third parties to take such steps or actions.

The Company shall serve CIBC with all court materials filed in the CCAA Proceedings and any other insolvency proceedings commenced by the Company and/or its subsidiaries, and shall ensure that CIBC is added to the "Service List" posted on the Monitor's website in connection with the CCAA Proceedings.

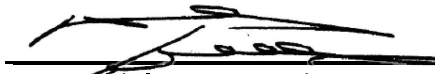
20. **Independent Contractors.** The parties agree that each is entering into this Agreement as an independent contractor. Nothing in this Agreement is intended to: (a) create any partnership, joint venture or fiduciary relationship of any kind whatsoever; or (b) benefit any third parties or create any obligations to any third parties, except for the Indemnity, which is intended to benefit all Indemnified Parties (as defined in Schedule A hereto). If and to the extent CIBC provides any opinions, advice, analysis or materials to the Company's management, such opinions, advice, analysis and materials are provided to them solely in their capacities as officers and directors of the Company and not in their capacities as shareholders of the Company or in any other capacity.
21. **Exclusions of Liability.** Notwithstanding anything to the contrary herein (including in Schedule A hereto):
- (a) CIBC acknowledges and agrees that the Monitor, KPMG, the CRO and HWS, in their respective personal or corporate capacities, will not be (i) liable for payment of any fees, costs, disbursements, expenses, indemnification or any other amounts that may be owed or payable to CIBC, third-party service providers, or any other person under or related to this Agreement (the "Costs"); or (ii) responsible for collection of CIBC's Costs. CIBC will only look to the Company for the payment of its Costs;
  - (b) each of the Monitor, KPMG, the CRO and HWS acknowledges and agrees that CIBC shall not have any liability (either direct or indirect, in contract or tort or otherwise) to any of them or to any person asserting claims on their behalf or in right for or in connection with the Engagement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the CRO, HWS or the Monitor (as the case may be) are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which CIBC is named as a party) that has become non-appealable to have resulted from a breach of this Agreement, or the gross negligence or willful misconduct of CIBC; and
  - (c) PTC acknowledges and agrees that CIBC shall not have any liability whatsoever (either direct or indirect, in contract or tort or otherwise) to PTC or to any person asserting claims on PTC's behalf or in right for or in connection with the Engagement, including as a result or consequence of PTC having access to, use or purported use or reliance on any of the CIBC Work Product.

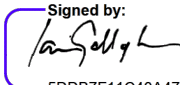
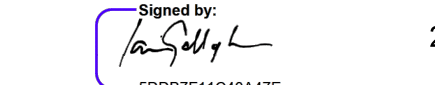
22. **Acknowledgement of CIBC's Activities.** Canadian Imperial Bank of Commerce, together with its affiliates (collectively, the "Bank"), is a full-service financial institution that conducts a full range of investment banking, merchant banking, corporate banking and securities brokerage activities. The Bank provides loans, structured products, investment banking and financial advisory services to governments, corporations and institutions. In addition, the Bank has an active proprietary trading book that trades securities on behalf of the Bank that are issued in a wide range of public companies. In the ordinary course of its activities and subject always to compliance with applicable securities laws, the Bank may provide, arrange or underwrite financing for the Company or any other entity that may be involved in a Proposed Transaction, or hold long or short positions, trade or otherwise effect transactions for its own account or for the account of the Bank's clients, in debt or equity securities or related derivative securities of the Company, any potential acquiror of the Company or any other person that may be involved in a Proposed Transaction.

If the foregoing is in accordance with the parties' understanding, please indicate such agreement to the above terms and conditions by signing the enclosed copy of this Agreement and returning the same to us.

Yours very truly,

**CANADIAN IMPERIAL BANK OF COMMERCE**

By:  29-Apr-2025  
Name: Philippe Froudjian  
Managing Director

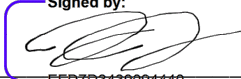
Signed by:  29-Apr-2025  
By:  5DD87F44C40A47E...  
Name: Iain Gallagher  
Managing Director

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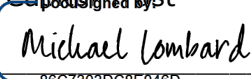
The next page is the signature page for the Company, the CRO, PTC and the Monitor.

The foregoing is in accordance with our understanding and is agreed by us as of the date first written above.


**HWS CONSULTING INC.** in its capacity as CRO of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity

Signed by:  29-Apr-2025  
By: \_\_\_\_\_  
Name: Joe Prospero  
Title: Chief Restructuring Officer

**PEOPLES TRUST COMPANY** in its corporate capacity and in its capacity as debtor-in-possession lender to Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust

Signed by:  29-Apr-2025  
By: \_\_\_\_\_  
Name: Michael Lombard  
Title: CGO

**KPMG INC.** in its capacity as Monitor of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity

Signed by:  29-Apr-2025  
By: \_\_\_\_\_  
Name: Pritesh Patel  
Title: Senior Vice President

## SCHEDULE A - INDEMNITY

In consideration for Canadian Imperial Bank of Commerce ("CIBC") accepting the engagement (the "Engagement") pursuant to the engagement letter (the "Agreement") to which this Schedule A is attached, the Company (as defined in the Agreement) agrees to indemnify and save harmless CIBC, its affiliates and its and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of its and their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "Claim" and, collectively, the "Claims") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement whether performed before or after the Company's execution of the Agreement and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which CIBC is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's breach of the Agreement, gross negligence or wilful misconduct, such Indemnified Party shall reimburse any funds advanced by the Company to the Indemnified Party pursuant to this indemnity in respect of such Claim and thereafter this indemnity shall cease to apply to such Indemnified Party in respect of such Claim. The Company agrees to waive any right the Company might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Company, the Indemnified Party will give the Company prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Company will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Company of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Company of substantive rights or defences.

No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the Company's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld. Notwithstanding that the Company will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

- (a) employment of such counsel has been authorized in writing by the Company;
- (b) the Company has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;
- (c) the named parties to any such Claim include both the Company and the Indemnified Party and the Indemnified Party shall have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Company and the Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Company;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Company's account. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Company will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Company or the Company's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Company will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by the Indemnified Parties hereunder.

The Company hereby constitutes CIBC as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to such persons and CIBC agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

The Company agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on the Company's behalf or in right for or in connection with the Engagement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Company are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which CIBC is named as a party) that has become non-appealable to have resulted from the breach of the Agreement, gross negligence or wilful misconduct of such Indemnified Party.

The Company agrees to reimburse CIBC monthly for the time spent by CIBC's personnel in connection with any Claim at their normal per diem rates. The Company also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of, the Company or the Company and CIBC and personnel of CIBC shall be required to testify, participate or respond in respect of or in connection with the Engagement, CIBC shall have the right to employ its own counsel in specifically connection therewith and the Company will reimburse CIBC monthly for the time spent by its personnel specifically in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of CIBC's counsel.

# APPENDIX "M"

**CONFIDENTIAL APPENDIX “M” – CIBC Engagement Letter (Unredacted)**

# APPENDIX "N"

**CONFIDENTIAL**

●, 2025

**CROWN CREST FINANCIAL CORP.**  
**CROWN CREST FUNDING CORP.**  
**CROWN CREST CAPITAL MANAGEMENT CORP.**  
**SIMPLY GREEN HOME SERVICES INC.**  
**SIMPLY GREEN HOME SERVICES CORP.**  
**CROWN CREST CAPITAL TRUST**  
**HCSI HOME COMFORT INC.**  
**HCSI HOME COMFORT 2 INC.**

2225 Sheppard Avenue E., Suite 800  
Toronto, ON M2J 5C2

**KPMG INC., as Monitor**

Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5

Attention: Joe Prosperi, Chief Restructuring Officer and Pritesh Patel, Monitor

Dear Joe and Pritesh:

We refer to the engagement agreement dated April 28, 2025 (the "Engagement Agreement") among, KPMG Inc. (in its capacity as Monitor of the Company); HWS Consulting Inc. (in its capacity as the Company's court-appointed chief restructuring officer); Peoples Trust Company (in its capacity as debtor-in-possession lender to the Company) and Canadian Imperial Bank of Commerce (in its capacity as exclusive sales agent and financial advisor to the Company) ("CIBC", "we", "us" or "our"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to those terms in the Engagement Agreement.

The parties hereto wish to set forth their agreement with respect to the amendment of the Engagement Agreement. The parties hereto hereby agree that:

1. Each of HCSI HOME COMFORT INC. and HCSI HOME COMFORT 2 INC. shall be added as addressees to the Engagement Agreement.
2. The definition of the "Company" in the introductory paragraph of the Engagement Agreement shall be expanded to include each of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. Accordingly, the introductory paragraph shall now read as follows:

*"We understand that CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., CROWN CREST CAPITAL TRUST, HCSI HOME COMFORT INC., and HCSI HOME COMFORT 2 INC. (collectively, the "Company") are the subject of legal proceedings commenced under the Companies' Creditors Arrangement Act (the "CCAA Proceedings")."*

3. Section 18 of the Engagement Agreement shall be deleted in its entirety and replaced with the following:

*"Joint and Several Obligations. CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., CROWN CREST CAPITAL TRUST, HCSI HOME COMFORT INC., and HCSI HOME COMFORT 2 INC. each agree to be jointly and severally liable for the performance by the Company of its obligations hereunder. Each of the CRO, PTC and the Monitor shall be bound, severally and not jointly or jointly and severally, only by the specific provisions of this Agreement that expressly refer to them."*

Subject only to the foregoing amendments, the Engagement Agreement will remain in full force and effect.

If the foregoing is in accordance with your understanding, please indicate acceptance of the above terms and conditions by signing the enclosed copy of this letter and returning the same to us, whereupon the Engagement Agreement will be deemed to have been amended in the manner described herein, with effect as and from the date hereof.

Yours very truly,

**CANADIAN IMPERIAL BANK OF COMMERCE**

By: \_\_\_\_\_  
Name: Philippe Froundjian  
Managing Director

By: \_\_\_\_\_  
Name: Iain Gallagher  
Managing Director

The foregoing is in accordance with our understanding and is agreed to by us as of the date first written above.

**HWS CONSULTING INC.** in its capacity as CRO of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp., Crown Crest Capital Trust, HCSI Home Comfort Inc., and HCSI Home Comfort 2 Inc. and not in its personal or corporate capacity

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PEOPLES TRUST COMPANY** in its corporate capacity and in its capacity as debtor-in-possession lender to Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp., Crown Crest Capital Trust, HCSI Home Comfort Inc., and HCSI Home Comfort 2 Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KPMG INC.** in its capacity as Monitor of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp., Crown Crest Capital Trust, HCSI Home Comfort Inc., and HCSI Home Comfort 2 Inc. and not in its personal or corporate capacity

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# APPENDIX "O"

**CONFIDENTIAL APPENDIX “O” – KERP**

# APPENDIX "P"

## FIFTH AMENDMENT TO DIP FACILITY TERM SHEET

Dated: May \_\_, 2025

### RECITALS:

- A. Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. in both its personal capacity and in its capacity as trustee of the Crown Crest Capital Trust, Crown Crest Financial Corp., and Simply Green Home Services Inc. (collectively, the “**Borrowers**”), as borrowers, and Peoples Trust Company (the “**DIP Lender**”), as lender, entered into a DIP facility term sheet dated November 9, 2023, as amended by a first amendment dated as of May 1, 2024, a second amendment dated as of September 19, 2024, a third amended dated as of January 3, 2025 and a fourth amendment dated as of March 24, 2025 (the “**DIP Facility Term Sheet**”);
- B. The Borrowers have requested certain amendments to the DIP Facility Term Sheet; and
- C. Subject to the terms and conditions contained in this agreement (this “**Amendment**”), the parties hereto have agreed to amend the DIP Facility Term Sheet on the terms and conditions set out below.

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

### 1. DEFINITIONS

- 1.1 **Use of Defined Terms.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Amendment, including its preamble and recitals, have the meanings provided in the DIP Facility Term Sheet, as amended by this Amendment, as applicable.

### 2. AMENDMENTS TO DIP FACILITY TERM SHEET

- 2.1 **Amendments.** Subject to the satisfaction of each of the conditions to effectiveness set forth in this Amendment, the parties agree that:

2.1.1 Section 7(a) of the DIP Facility Term Sheet shall be amended by deleting the reference to “\$34,000,000” therein and replacing it with “\$38,600,000”.

2.1.2 Section 9(a) of the DIP Facility Term Sheet shall be amended by deleting all of the contents therein and replacing it with the following:

*“(a) November 1, 2025 or such later date as the DIP Lender in its sole and absolute discretion may agree to in writing with the Borrowers”.*

### 3. REPRESENTATIONS AND WARRANTIES

- 3.1 **Representations.** The Borrowers each represent and warrant to the DIP Lender that, as of the date hereof (after giving effect to this Amendment):

3.1.1 This Amendment has been duly authorized, executed and delivered by the Borrowers;

- 3.1.2 This Amendment constitutes a legal, valid and binding obligation of the Borrowers, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other applicable laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law;
- 3.1.3 The representations and warranties set forth in the DIP Facility Term Sheet and the other DIP Credit Documentation are true and correct in all respects on and as of the date hereof as though made on and as of such date, unless stated to be made as of a specified date; and
- 3.1.4 No Default or Event of Default has occurred and is continuing.

#### 4. **CONDITIONS**

- 4.1 **Conditions Precedent.** This Amendment shall become effective on the date upon which there has been receipt by the DIP Lender of the following (which conditions precedent are for the sole and exclusive benefit of the DIP Lender and may be waived by the DIP Lender):
  - 4.1.1 a counterpart of this Amendment fully executed by the Borrowers;
  - 4.1.2 receipt by the DIP Lender of updated Cash Flow Projections, in form and substance satisfactory to the DIP Lender in its sole and absolute discretion; and
  - 4.1.3 receipt by the DIP Lender of an Order of the Court in the CCAA Proceedings approving this Amendment, and amending and restating the Amended and Restated Initial Order granted November 17, 2023 in form and substance satisfactory to the DIP Lender in its sole and absolute discretion.

#### 5. **GENERAL PROVISIONS**

- 5.1 **Headings Etc.** The inclusion of headings in this Amendment is for convenience of reference only and does not affect the construction or interpretation hereof.
- 5.2 **Governing Law.** This Amendment is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 5.3 **Assignment.** This Amendment enures to the benefit of, and is binding upon, the parties and their respective successors and permitted assigns.
- 5.4 **Conflicts.** If, after the date of this Amendment, any provision of this Amendment is inconsistent with any provision of the DIP Facility Term Sheet, the relevant provision of this Amendment shall prevail.
- 5.5 **DIP Credit Documentation.** This Amendment constitutes DIP Credit Documentation for all purposes under the DIP Facility Term Sheet.
- 5.6 **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All

counterparts shall be construed together and shall constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*- remainder of page intentionally left blank -*

IN WITNESS HEREOF, the parties hereby execute this Amendment as of the date first written above.

**SIMPLY GREEN HOME SERVICES CORP.;**  
**SIMPLY GREEN HOME SERVICES INC.;**  
**CROWN CREST CAPITAL MANAGEMENT**  
**CORP.;** **CROWN CREST FUNDING CORP. IN**  
**BOTH IN ITS PERSONAL CAPACITY AND**  
**ITS CAPACITY AS TRUSTEE OF THE**  
**CROWN CREST CAPITAL TRUST and**  
**CROWN CREST FINANCIAL CORP.**

**BY JOSEPH PROSPERI, SOLELY IN HIS**  
**CAPACITY AS COURT-APPOINTED CHIEF**  
**RESTRUCTURING OFFICER OF EACH OF**  
**THE ABOVE AND NOT IN HIS PERSONAL**  
**CAPACITY, PURSUANT TO THE**  
**AUTHORITY GRANTED BY THE AMENDED**  
**AND RESTATED INITIAL ORDER OF THE**  
**ONTARIO SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST) DATED NOVEMBER**  
**17, 2023**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PEOPLES TRUST COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

# APPENDIX "Q"

## JOINDER AGREEMENT

**THIS JOINDER AGREEMENT** (this “**Agreement**”), dated as of June 2, 2025, is made between (i) HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (collectively, the “**New Borrowers**”), as new Borrowers, (ii) Peoples Trust Company (the “**DIP Lender**”), as DIP Lender, and (iii) Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. in both its personal capacity and in its capacity as trustee of the Crown Crest Capital Trust, Crown Crest Financial Corp., and Simply Green Home Services Inc., as existing Borrowers and Guarantors (the “**Existing Borrowers**” together with the New Borrowers, the “**Credit Parties**”) in connection with the DIP Facility Term Sheet dated November 9, 2023, as amended by a first amendment dated as of May 1, 2024, a second amendment dated as of September 19, 2024, a third amended dated as of January 3, 2025, a fourth amendment dated as of March 24, 2025 and a fifth amendment dated as of May 26, 2025 (the “**Fifth Amendment**”) (collectively, the “**DIP Facility Term Sheet**”). All of the defined terms in the DIP Facility Term Sheet are incorporated in this Agreement by reference.

**NOW THEREFORE** for good and valuable consideration, the parties agree as follows:

1. Each New Borrower hereby acknowledges, agrees and confirms that, by its execution of this Agreement, each such New Borrower will be deemed to be a “Borrower” and “Guarantor” for all purposes of the DIP Facility Term Sheet and shall have the obligations of a Borrower and Guarantor thereunder; provided that, notwithstanding anything to the contrary herein, the DIP Facility Term Sheet or in any other DIP Credit Documentation, the Obligations of each New Borrower (whether as a “Borrower” or “Guarantor”) shall be limited solely to the Obligations incurred by the Credit Parties from and after June 2, 2025. Each of the New Borrowers hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to the Borrowers and Guarantors contained in the DIP Facility Term Sheet subject to the terms hereof and subject to the terms of the Second Amended and Restated Initial Order granted by the Court in the CCAA Proceedings.
2. The Credit Parties and the DIP Lender each confirms acknowledges and agrees that as of the date hereof, the DIP Facility Term Sheet is deemed to be amended by deleting Section 2 in its entirety and replacing it with the following:

<b>2. BORROWERS</b>	Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. in both its personal capacity and in its capacity as trustee of the Crown Crest Capital Trust, Crown Crest Financial Corp., Simply Green Home Services Inc., HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (the “ <b>Borrowers</b> ”, and each a “ <b>Borrower</b> ”).
---------------------	--

3. Each Credit Parties confirms, acknowledges and agrees that the DIP Facility Term Sheet is, and upon the New Borrowers becoming a party thereto, shall continue to be, in full force and effect. The parties hereto confirm and agree that immediately upon execution of this Joinder, the term “Obligations” as used in the DIP Facility Term Sheet, shall include all indebtedness, liabilities and obligations of each New Borrower under the DIP Facility Term Sheet.
4. This Joinder to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile, PDF or other electronic transmission), shall be treated in all manner

and respects as an original agreement and should be considered to have the same valid and binding legal effect as if it were the original signed version thereof personally delivered.

5. Each Credit Party agrees that at any time and from time to time, upon the written request of the DIP Lender, it will execute and deliver such further documents and do such further acts as the DIP Lender may reasonably request in accordance with the terms and conditions of the DIP Facility Term Sheet in order to effect the purposes of this Agreement.
6. This Joinder shall become effective on the date upon which there has been receipt by the DIP Lender of the following (which conditions precedent are for the sole and exclusive benefit of the DIP Lender and may be waived by the DIP Lender):
  - i. a counterpart of this Joinder fully executed by the Credit Parties;
  - ii. a counterpart of the Fifth Amendment fully executed by the Existing Borrowers;
  - iii. satisfaction or waiver by the DIP Lender of all conditions precedent set out in the Fifth Amendment; and
  - iv. receipt by the DIP Lender of an Order of the Court in the CCAA Proceedings approving this Joinder in form and substance satisfactory to the DIP Lender in its sole and absolute discretion.
7. If any provision of this Joinder is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Joinder shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity or illegality of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
8. Each of the Existing Borrowers and the DIP Lender hereby agree that effective upon the effectiveness of this Agreement, the terms and provisions of the DIP Facility Term Sheet shall be, and are hereby, amended and superseded in their entirety by the terms and provisions of this Joinder. Nothing herein contained shall be construed as a substitution or novation of any and all of the Obligations of each such Existing Borrower and/or the DIP Lender outstanding under the DIP Facility Term Sheet or instruments, securing the same, which Obligations shall remain in full force and effect, except to the extent the terms are modified hereby or by instruments executed concurrently here with. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Existing Borrower for any and all Obligations or any liabilities under the DIP Facility Term Sheet or any DIP Credit Documentation. Each Existing Borrower hereby (i) confirms and agrees that each DIP Credit Documentation to which it is a party, is and shall continue to be, in full force and effect; and (ii) confirms and agrees, to the extent each DIP Credit Documentation purports to assign or pledge to the DIP Lender, or to grant to the DIP Lender, a security interest in or lien on, any collateral, as security for any and all Obligations of one or more of the Existing Borrowers from time to time existing in respect of the DIP Facility Term Sheet, such pledge, assignment, grant of security interest or lien is hereby, ratified and confirmed in all respects and shall remain effective as of the date it first became effective.
9. This Joinder shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

10. This Joinder constitutes DIP Credit Documentation for all purposes under the DIP Facility Term Sheet.
11. This Joinder may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Joinder Agreement to be duly executed and delivered by their proper and duly authorized officer(s) as of the day and year first above written.

**SIMPLY GREEN HOME SERVICES CORP.;**  
**SIMPLY GREEN HOME SERVICES INC.;**  
**CROWN CREST CAPITAL MANAGEMENT**  
**CORP.;** **CROWN CREST FUNDING CORP. IN**  
**BOTH IN ITS PERSONAL CAPACITY AND**  
**ITS CAPACITY AS TRUSTEE OF THE**  
**CROWN CREST CAPITAL TRUST;** **CROWN**  
**CREST FINANCIAL CORP., HCSI HOME**  
**COMFORT INC. and HCSI HOME COMFORT**  
**2 INC.**

**BY JOSEPH PROSPERI, SOLELY IN HIS**  
**CAPACITY AS COURT-APPOINTED CHIEF**  
**RESTRUCTURING OFFICER OF EACH OF**  
**THE ABOVE AND NOT IN HIS PERSONAL**  
**CAPACITY, PURSUANT TO THE**  
**AUTHORITY GRANTED BY THE SECOND**  
**AMENDED AND RESATED INITIAL ORDER**  
**OF THE ONTARIO SUPERIOR COURT OF**  
**JUSTICE (COMMERCIAL LIST) DATED**  
**JUNE ●, 2025**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PEOPLES TRUST COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

# APPENDIX "R"

**CONFIDENTIAL APPENDIX “R” – Fifth CRO Amendment**

# APPENDIX "S"

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 CROWN  
CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN  
CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME  
SERVICES CORP., AND CROWN CREST CAPITAL TRUST

AFFIDAVIT OF PRITESH PATEL  
(sworn May 26, 2025)

I, Pritesh Patel, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Vice President of KPMG Inc. (“**KPMG**”), and, as such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.
2. On November 9, 2023 (the “**Filing Date**”), on the application of Peoples Trust Company (“**PTC**”), the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**Initial Order**”) granting Crown Crest Financial Corp. (“**CCFC**”), Simply Green Home Services Inc. (“**New Simply Green**”), Simply Green Home Services Corp. (“**Old Simply Green**”), Crown Crest Capital Management Corp. (“**CC Management Co**”), Crown Crest Funding Corp. (“**Trustee Co**”), and Crown Crest Capital Trust (“**CC Trust**” and collectively, the “**Crown Crest Leasing Group**” or the “**Debtors**”) protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and appointed KPMG Inc. (“**KPMG**”) as the Monitor of the Debtors (the “**Monitor**”).
3. The Monitor has provided services and incurred disbursements, in the amounts of \$364,336.25 and \$25,503.55, respectively, (excluding HST) for the period from August 1, 2024 to April 30, 2025 (the “**KPMG Fee Period**”). Attached hereto and marked as Exhibit “A” to this my Affidavit is a summary of all invoices rendered by the Monitor during the KPMG Fee Period (the “**Accounts**”).

4. True copies of the Accounts, which have been redacted for privilege where appropriate, are attached as Exhibit “**B**” to my Affidavit. The Accounts include a fair and accurate description of the services provided along with hours and applicable rates claimed by the Monitor.
5. KPMG, in its capacity as Proposed Monitor and Monitor, previously filed six reports with the Court (the “**Prior Reports**”). In addition, and contemporaneously with the filing of this Affidavit, the Monitor is filing its seventh report to the Court (the “**Seventh Report**” and together with the Prior Reports, the “**Reports**”). Details of the activities undertaken and services provided by the Monitor in connection with the CCAA proceedings are described in the Reports.
6. In the course of performing its duties, statutory or otherwise, the Monitor’s staff has expended a total of 494.85 hours during the KPMG Fee Period. Attached as Exhibit “**C**” to this my Affidavit is a schedule setting out a summary of the individual staff involved in the administration of the CCAA proceedings and the hours and applicable rates claimed by the Monitor for the KPMG Fee Period. The average hourly rate billed by the Monitor during the KPMG Fee Period is \$736.26.
7. The Monitor requests that the Court approve its Accounts for the KPMG Fee Period, in the total amount of \$389,839.80 (excluding HST) for services rendered and recorded during the KPMG Fee Period.
8. Osler, Hoskin & Harcourt LLP (“**Osler**”), as independent legal counsel to the Monitor, has also rendered services and incurred disbursements throughout these proceedings in a manner consistent with the instructions of the Monitor and have prepared an affidavit with respect to the services rendered for the period from August 1, 2024 to April 30, 2025 (“**Osler Fee Period**”). The Monitor has reviewed the invoices rendered by Osler during the Osler Fee Period and is satisfied that their activities were consistent with the instructions of the Monitor.
9. To the best of my knowledge, the rates charged by the Monitor and Osler are comparable to the rates charged for the provision of similar services by other accounting and law firms in the Greater Toronto Area.
10. I verily believe that the fees and disbursements incurred by the Monitor and Osler are fair and reasonable in the circumstances.
11. This Affidavit is sworn in connection with a motion for an Order of the Court to, among other things, approve the fees and disbursements of the Monitor and Osler and for no other or improper purpose.

SWORN BEFORE ME at the City of  
Toronto, in the Province of Ontario, on May  
26, 2025.

*Angelina Hung*

Commissioner for taking affidavits

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2026



**Pritesh Patel**

This is Exhibit "A" referred to in the Affidavit of  
Pritesh Patel, sworn before me on  
May 26, 2025

*Angelina Hung*

---

Commissioner for Taking Affidavits, etc.

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2026

**KPMG Inc.**  
**in its capacity as Monitor of**  
**the Crown Crest Leasing Group**  
**Statement of accounts**

**Exhibit A**

<b>Invoice #</b>	<b>Period</b>	<b>Fees</b>	<b>Disbursements <sup>(1)</sup></b>	<b>Sub total</b>	<b>HST</b>	<b>Total</b>
8005647436	August 1 to August 31, 2024	\$ 49,585.00	\$ 3,470.95	\$ 53,055.95	\$ 6,897.27	\$ 59,953.22
8005708192	September 1 to September 30, 2024	\$ 42,768.75	\$ 2,993.81	\$ 45,762.56	\$ 5,949.13	\$ 51,711.69
8005751689	October 1 to October 31, 2024	\$ 14,806.25	\$ 1,036.44	\$ 15,842.69	\$ 2,059.55	\$ 17,902.24
8005840950	October 15 to November 30, 2024	\$ 35,612.50	\$ 2,492.88	\$ 38,105.38	\$ 4,953.70	\$ 43,059.08
8005860303	December 1 to December 31, 2024	\$ 56,532.50	\$ 3,957.28	\$ 60,489.78	\$ 7,863.67	\$ 68,353.45
8005886726	January 1 to January 31, 2025	\$ 34,287.50	\$ 2,400.13	\$ 36,687.63	\$ 4,769.39	\$ 41,457.02
8005939535	February 1 to February 28, 2025	\$ 25,318.75	\$ 1,772.31	\$ 27,091.06	\$ 3,521.84	\$ 30,612.90
8006005164	March 1 to March 31, 2025	\$ 50,681.25	\$ 3,547.69	\$ 54,228.94	\$ 7,049.76	\$ 61,278.70
8006060702	April 1 to April 30, 2025	\$ 54,743.75	\$ 3,832.06	\$ 58,575.81	\$ 7,614.86	\$ 66,190.67
<b>Total</b>		<b>\$ 364,336.25</b>	<b>\$ 25,503.55</b>	<b>\$ 389,839.80</b>	<b>\$ 50,679.17</b>	<b>\$ 440,518.97</b>

<sup>(1)</sup> - Include Technology and Support charges, and other disbursements

This is Exhibit “B” referred to in the Affidavit of  
Pritesh Patel, sworn before me on  
May 26, 2025

*Angelina Hung*

---

Commissioner for Taking Affidavits, etc.

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2026



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

September 12, 2024

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8005647436  
 Reference : 2001855954  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of August 1 to August 31, 2024.		
Our Fee		\$ 49,585.00 CAD
Technology and Support Charge		3,470.95
		<hr/>
		\$ <b>53,055.95</b> CAD
HST		6,897.27
		<hr/>
Amount Due		<b>\$ 59,953.22</b> CAD
		<hr/> <hr/>

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
**Please return remittance advice with cheque.**

**CAD Wire Payments:** Beneficiary: KPMG LLP  
 Bank Details: TD Canada Trust, 55 King St. West, Toronto, ON M5K 1A2, Bank Code # 004, Transit # 10252,  
 Account # 0938281, Swift Code TDOMCATTOR  
 Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8005647436    **Reference:** 2001855954    **Client:** 1005423957    **Amount:** \$ 59,953.22 CAD

**Professional Fees Summary**  
**For the period of August 1 to August 31, 2024**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	850	28.00	23,800.00
Simon Proulx	Partner	850	0.50	425.00
Tim Montgomery	Director	700	29.30	20,510.00
Marcos Tabatschnic	Director	700	3.00	2,100.00
Tahreem Fatima	Manager	550	5.00	2,750.00
<b>Total Professional Fees</b>			<b>65.80</b>	<b>\$ 49,585.00</b>
Technology and support charges				3,470.95
<b>Subtotal</b>				<b>\$ 53,055.95</b>
HST				6,897.27
<b>Total Amount Due</b>				<b>\$ 59,953.22</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of August 1 to August 31, 2024**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
08/01/2024	Fatima, Tahreem	Review payments; finalize the weekly variance analysis and send to PTC.	0.50	550 \$	275.00
08/01/2024	Montgomery, Tim	Review weekly variance analysis and disbursements, respond to DIP Lender regarding same	0.50	700 \$	350.00
08/07/2024	Montgomery, Tim	Call with Osler to discuss status of materials for Class Action mediation, strategy and next steps; email correspondence with Company on CRA audit issues	1.50	700 \$	1,050.00
08/07/2024	Patel, Pritesh	Update call with counsel re Mediation.	1.00	850 \$	850.00
08/08/2024	Fatima, Tahreem	Variance analysis and e-mail to PTC; review of payments	1.00	550 \$	550.00
08/08/2024	Montgomery, Tim	Review Class Action briefs from counsel for PTC, Company and L. Krimker; internal call re CRA audit issue; review weekly variance reporting and provide comments; review weekly disbursements	2.50	700 \$	1,750.00
08/09/2024	Patel, Pritesh	Review of filed mediation briefs; update call with CRO.	2.25	850 \$	1,912.50
08/09/2024	Tabatschnic, Marcos	Review of CRA audit letter and invoices, discussions with T.Montgomery regarding same, research of legislation.	1.00	700 \$	700.00
08/13/2024	Patel, Pritesh	Review and comments on Monitor's mediation brief; update call with CRO re RNC.	2.00	850 \$	1,700.00
08/13/2024	Proulx, Simon	Discussion with M.Tabatschnic regarding CRA audit issue.	0.25	850 \$	212.50
08/13/2024	Tabatschnic, Marcos	Prepare CRA audit response letter	1.50	700 \$	1,050.00
08/14/2024	Montgomery, Tim	Various discussions with Company and indirect tax with regard CRA audit adjustments and response to CRA regarding same; call with Company and separately with indirect tax regarding same.	1.80	700 \$	1,260.00
08/14/2024	Patel, Pritesh	Call with Osler re Mediation Brief; update call with HCSI shareholder; debrief with CRO.	1.25	850 \$	1,062.50
08/14/2024	Proulx, Simon	Review of edited CRA audit response letter	0.25	850 \$	212.50
08/14/2024	Tabatschnic, Marcos	Changes to CRA audit response letter, emails with Tim Montgomery regarding same.	0.50	700 \$	350.00
08/15/2024	Fatima, Tahreem	Prepare weekly variance analysis; e-mail to PTC re same; review disbursements	1.00	550 \$	550.00
08/15/2024	Montgomery, Tim	Review weekly disbursements and variance reporting	1.25	700 \$	875.00
08/16/2024	Patel, Pritesh	Update call with CRO; emails with Osler re mediation.	0.50	850 \$	425.00
08/19/2024	Montgomery, Tim	Attend class action mediation and participate in meetings regarding same	7.00	700 \$	4,900.00
08/19/2024	Patel, Pritesh	Attendance at Osler offices for mediation sessions.	7.00	850 \$	5,950.00
08/20/2024	Montgomery, Tim	Attend class action mediation and participate in meetings regarding same; review bi-weekly payroll request	7.00	700 \$	4,900.00
08/20/2024	Patel, Pritesh	Attendance at Osler offices for mediation sessions.	7.00	850 \$	5,950.00
08/21/2024	Fatima, Tahreem	Prepare DIP Draw Request	0.50	550 \$	275.00
08/21/2024	Montgomery, Tim	Attend class action mediation and participate in meetings regarding same; review email correspondence re DIP request;	7.00	700 \$	4,900.00
08/21/2024	Patel, Pritesh	Attendance at Osler offices for mediation sessions.	7.00	850 \$	5,950.00
08/22/2024	Fatima, Tahreem	Prepare variance analysis and e-mail to PTC re same; review weekly disbursements	1.00	550 \$	550.00
08/22/2024	Montgomery, Tim	Review variance analysis and weekly disbursements	0.50	700 \$	350.00
08/23/2024	Montgomery, Tim	Review out of cycle disbursement request	0.25	700 \$	175.00
08/29/2024	Fatima, Tahreem	Prepare variance analysis; question to L. Coates re same review disbursements; prepare email to PTC re variances	1.00	550 \$	550.00
<b>Total</b>			<b>65.80</b>	<b>\$</b>	<b>49,585.00</b>



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

October 23, 2024

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8005708192  
 Reference : 2001855954  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of September 1 to September 30, 2024.		
	Our Fee	\$ 42,768.75 CAD
	Technology and Support Charge	2,993.81
		<hr/>
		\$ 45,762.56 CAD
	HST	5,949.13
		<hr/>
	Amount Due	\$ 51,711.69 CAD
		<hr/> <hr/>
<p>Payment is due upon receipt</p> <p>GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001</p>		

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments:** Beneficiary: KPMG LLP  
 Bank Details: TD Canada Trust, 55 King St. West, Toronto, ON M5K 1A2, Bank Code # 004, Transit # 10252,  
 Account # 0938281, Swift Code TDOMCATTOR  
 Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8005708192    **Reference:** 2001855954    **Client:** 1005423957    **Amount:** \$ 51,711.69 CAD

**Professional Fees Summary**  
**For the period of September 1 to September 30, 2024**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	850	21.00	17,850.00
Tim Montgomery	Director	700	24.75	17,325.00
Tahreem Fatima	Manager	550	9.50	5,225.00
Emilia Mah	Consultant	400	5.75	2,300.00
Angelina Hung	Technician	275	0.25	68.75
<b>Total Professional Fees</b>			<b>61.25</b>	<b>\$ 42,768.75</b>
Technology and support charges				2,993.81
<b>Subtotal</b>				<b>\$ 45,762.56</b>
HST				5,949.13
<b>Total Amount Due</b>				<b>\$ 51,711.69</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of September 1 to September 30, 2024**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
09/04/2024	Montgomery, Tim	Review weekly payroll; emails correspondence with Company regarding updating the cash flow for the upcoming stay extension application; prepare weekly variance analysis; review weekly disbursements.	2.00	700	\$ 1,400.00
09/05/2024	Montgomery, Tim	Status update call with Gowlings, PTC, and the Monitor.	0.50	700	\$ 350.00
09/05/2024	Patel, Pritesh	Update call with DIP Lender re cash flows.	0.50	850	\$ 425.00
09/09/2024	Montgomery, Tim	Prepare updated professional fee budget for CCAA Cash Flow and share with SG.	0.50	700	\$ 350.00
09/09/2024	Patel, Pritesh	Update call with CRO.	0.50	850	\$ 425.00
09/10/2024	Montgomery, Tim	Review billing.	0.25	700	\$ 175.00
09/10/2024	Patel, Pritesh	Update call with SG re RNC update; review of emails from counsel re [REDACTED]	1.00	850	\$ 850.00
09/11/2024	Montgomery, Tim	Coordinate payment of updated retainer for mediator.	0.25	700	\$ 175.00
09/12/2024	Montgomery, Tim	Internal meeting with T. Fatima to discuss review of updated CCAA cash flow; review updated CCAA cash flow and prepare queries for company; review weekly disbursements and variance reporting; emails with CRO regarding salary and wages costs in the cash flow.	3.00	700	\$ 2,100.00
09/12/2024	Fatima, Tahreem	Review of updated cashflow; prepare questions to SG re same and review responses from SG; discussion with T. Montgomery re same; draft email on CF to PTC; prepare weekly variance analysis and e-mail to PTC re same; review of weekly disbursements and related invoice sampling.	3.25	550	\$ 1,787.50
09/12/2024	Patel, Pritesh	Commence drafting Fourth Report.	2.00	850	\$ 1,700.00
09/13/2024	Montgomery, Tim	Update discussion with CRO re CCAA cash flow; review update email for SG and provide comments regarding same.	1.50	700	\$ 1,050.00
09/13/2024	Fatima, Tahreem	Review SG updates to CF; updated e-mail to PTC; prepare fee affidavit for Fourth Report and discussion with E. Mah re same.	1.50	550	\$ 825.00
09/13/2024	Patel, Pritesh	Review of updated cash flow, comments on same.	0.50	850	\$ 425.00
09/13/2024	Mah, Emilia	Prepare fee affidavit exhibits and discussion with T. Fatima re same.	1.25	400	\$ 500.00
09/16/2024	Montgomery, Tim	E-mails regarding the updated CCAA Cash Flow and timing of receiving a response from the DIP Lender; update final email for DIP Lender on overview of the CCAA Cash Flow; review and update draft of the Monitor's 4th Report.	3.25	700	\$ 2,275.00
09/16/2024	Fatima, Tahreem	Review fee affidavit for court report and make updates; prepare cash flow and related notes for court report appendix.	1.50	550	\$ 825.00
09/16/2024	Patel, Pritesh	Continue drafting of Fourth Report.	3.00	850	\$ 2,550.00
09/16/2024	Mah, Emilia	Adjustments to fee affidavit appendices.	0.75	400	\$ 300.00
09/17/2024	Montgomery, Tim	Review bi-weekly payroll; drafting of Monitor's 4th report; review cash flow appendix and fee affidavit.	2.75	700	\$ 1,925.00
09/17/2024	Patel, Pritesh	Finalize draft Fourth Report, email to Osler for review; review of fee affidavit, comments to E.Mah on same; email to DIP Lender re revised CF.	3.00	850	\$ 2,550.00
09/17/2024	Mah, Emilia	Amendment of fee affidavit.	0.25	400	\$ 100.00
09/18/2024	Patel, Pritesh	Discussions with E.Mah re fee affidavit and compilation of exhibits on same.	1.00	850	\$ 850.00
09/18/2024	Mah, Emilia	Updates to fee affidavit based on comments from P.Patel.	2.25	400	\$ 900.00
09/19/2024	Montgomery, Tim	Attend mediation on the Class Action lawsuit; review weekly disbursements and variance reporting; finalize Monitor's 4th report including all appendices; review motion materials including the Stay Extension Order; discussions with P. Patel re report.	9.50	700	\$ 6,650.00
09/19/2024	Hung, Angelina	Commission affidavit document.	0.25	275	\$ 68.75
09/19/2024	Fatima, Tahreem	Prepare DIP draw request; prepare e-mail re variance analysis; review weekly disbursements; obtain appropriate approvals re report appendices and compile same.	2.25	550	\$ 1,237.50
09/19/2024	Patel, Pritesh	Attending Mediation; review of CRO affidavit; discussion with Osler, A&B re finalizing materials; review Osler fee affidavit; discussions with T.Montgomery re finalizing report.	7.50	850	\$ 6,375.00
09/19/2024	Mah, Emilia	Amendment of fee affidavit.	0.25	400	\$ 100.00
09/20/2024	Patel, Pritesh	Update call with CRO re mediation, employee matters, upcoming hearing and next steps.	0.50	850	\$ 425.00
09/24/2024	Mah, Emilia	Update KPMG case website.	0.50	400	\$ 200.00
09/25/2024	Montgomery, Tim	Attend Stay Extension Hearing.	0.50	700	\$ 350.00

09/25/2024	Patel, Pritesh	Preparation and attendance for Stay Extension Hearing.	0.50	850	\$	425.00
09/26/2024	Montgomery, Tim	Review latest disbursement request and actual vs forecast variance reporting.	0.75	700	\$	525.00
09/26/2024	Fatima, Tahreem	Prepare variance analysis and related email; review weekly disbursements.	1.00	550	\$	550.00
09/26/2024	Patel, Pritesh	Review of details on settlement, [REDACTED].	0.50	850	\$	425.00
09/26/2024	Mah, Emilia	Update KPMG case website.	0.50	400	\$	200.00
09/27/2024	Patel, Pritesh	Update call with CRO.	0.50	850	\$	425.00
<b>Total</b>			<b>61.25</b>		<b>\$</b>	<b>42,768.75</b>



**KPMG Inc.**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

**Payment Address:**  
 KPMG LLP, T4348  
 P.O. Box 4348, Station A  
 Toronto, ON M5W 7A6

November 21, 2024

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8005751689  
 Reference : 2001855954  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of October 1 to October 31. 2024		
Our Fee		\$ 14,806.25 CAD
Technology and Support Charge		1,036.44
		<hr/>
		\$ 15,842.69 CAD
HST		2,059.55
		<hr/>
Amount Due		\$ 17,902.24 CAD
		<hr/> <hr/>

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**CAD Cheque Payments: KPMG LLP, T4348, P.O. Box 4348, Station A, Toronto, ON M5W 7A6**  
 Please return remittance advice with cheque.

**CAD Wire Payments:** Beneficiary: KPMG LLP  
 Bank Details: TD Canada Trust, 55 King St. West, Toronto, ON M5K 1A2, Bank Code # 004, Transit # 10252,  
 Account # 0938281, Swift Code TDOMCATTOR  
 Please e-mail related wire payment details including invoice number to kpmg-ar@kpmg.ca

**Invoice No:** 8005751689    **Reference:** 2001855954    **Client:** 1005423957    **Amount:** \$ 17,902.24 CAD

**Professional Fees Summary**

**For the period of October 1 to October 31, 2024**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	875	8.75	7,656.25
Tim Montgomery	Director	725	3.00	2,175.00
Tahreem Fatima	Sr. Manager	650	7.50	4,875.00
Emilia Mah	Consultant	400	0.25	100.00
<b>Total Professional Fees</b>			<b>19.50</b>	<b>\$ 14,806.25</b>
Technology and support charges				1,036.44
<b>Subtotal</b>				<b>\$ 15,842.69</b>
HST				2,059.55
<b>Total Amount Due</b>				<b>\$ 17,902.24</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of October 1 to October 31, 2024**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
10/02/2024	Patel, Pritesh	Review of revised settlement agreement, emails with counsel on same; attendance on all parties call to [REDACTED]; debrief call with CRO re [REDACTED].	2.00	875	\$ 1,750.00
10/03/2024	Patel, Pritesh	Meeting with CRO to discuss operational matters, SISP, RNC and next steps; debrief with T.Montgomery re HST audits.	2.50	875	\$ 2,187.50
10/03/2024	Montgomery, Tim	Review weekly variance reporting; discussions with T. Fatima re same; review weekly disbursements; review [REDACTED]; meeting with P.Patel re HST audits.	2.50	725	\$ 1,812.50
10/03/2024	Fatima, Tahreem	Prepare weekly variance analysis and e-mail questions to SG re same; discussion with T. Montgomery re: same; draft email to PTC on variance analysis; review disbursements and related invoices.	1.25	650	\$ 812.50
10/08/2024	Patel, Pritesh	Review of aide memoire and discussion with T.Montgomery on same.	0.50	875	\$ 437.50
10/08/2024	Montgomery, Tim	Review Aide Memoire for case conference and provide comments re same; discussion with P. Patel on same.	0.50	725	\$ 362.50
10/09/2024	Patel, Pritesh	Call with [REDACTED]; [REDACTED]; review of emails on same.	1.75	875	\$ 1,531.25
10/09/2024	Mah, Emilia	KPMG website update.	0.25	400	\$ 100.00
10/10/2024	Patel, Pritesh	Attendance at case conference; calls with CRO re SISP, RNC.	2.00	875	\$ 1,750.00
10/11/2024	Fatima, Tahreem	Prepare weekly variance analysis and e-mail to PTC; review weekly disbursements and invoice sampling re same.	1.25	650	\$ 812.50
10/16/2024	Fatima, Tahreem	Prepare DIP draw request and e-mail to PTC.	0.50	650	\$ 325.00
10/17/2024	Fatima, Tahreem	Prepare variance analysis and e-mail re same; review weekly disbursements.	1.00	650	\$ 650.00
10/24/2024	Fatima, Tahreem	Prepare variance analysis and e-mail to PTC re same; review disbursements and invoices.	1.00	650	\$ 650.00
10/31/2024	Fatima, Tahreem	Prepare weekly variance analysis email; review disbursements and samples; prepare update to monthly variance analysis.	2.50	650	\$ 1,625.00
<b>Total</b>			<b>19.50</b>	<b>\$</b>	<b>14,806.25</b>



**KPMG LLP**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

January 17, 2025

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8005840950  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of October 15 to November 30, 2024.

Our Fee  
 Technology and Support Charge

\$ 35,612.50 CAD  
 2,492.88

**\$ 38,105.38 CAD**

HST

4,953.70

Amount Due

**\$ 43,059.08 CAD**

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**Client No.:**  
1005423957

**Invoice No.:**  
8005840950

**Amount:**  
\$43,059.08 CAD

**Please remit payment to :**

EFT/Wire Payment	Online Banking (CAD)	Cheque Payment
<b>Beneficiary :</b> KPMG LLP 333 Bay St., Suite 4600, Toronto, ON M5H 2S5 <b>Bank Details :</b> TD Canada Trust 55 King St. West, Toronto, ON M5K 1A2 <b>Bank #:</b> 004 <b>Transit #:</b> 10252 <b>Account #:</b> 0938281 <b>SWIFT Code:</b> TDOMCATTOR	This option is available at most major financial institutions.  To use this option:  Navigate to <b>Bill Payments</b> . Search and add " <b>KPMG LLP</b> " as a <b>Payee</b> . Enter Client No. for <b>Account Number</b>	KPMG LLP T4348 P.O. Box 4348, Station A Toronto, ON M5W 7A6
<b>Please e-mail Payment Details including invoice number to <a href="mailto:kpmg-ar@kpmg.ca">kpmg-ar@kpmg.ca</a></b>		<b>Include remittance advice</b>

*Please be mindful of potential invoice scams via email. If you receive an invoice or email providing payment instructions different from the above, please contact your KPMG manager/partner to validate the new instructions.*

**Professional Fees Summary**

**For the period of October 15 to November 30, 2024**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	875	21.75	19,031.25
Tim Montgomery	Director	725	14.25	10,331.25
Tahreem Fatima	Sr. Manager	650	5.00	3,250.00
Emilia Mah	Consultant	400	7.50	3,000.00
<b>Total Professional Fees</b>			<b>48.50</b>	<b>\$ 35,612.50</b>
Technology and support charges				2,492.88
<b>Subtotal</b>				<b>\$ 38,105.38</b>
HST				4,953.70
<b>Total Amount Due</b>				<b>\$ 43,059.07</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period For the period of October 15 to November 30, 2024**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
10/15/2024	Montgomery, Tim	Review of out of cycle disbursement request and email regarding same; email correspondence with Company counsel and Monitor's counsel re [REDACTED].	1.00	\$ 725	\$ 725.00
10/15/2024	Mah, Emilia	Update of website for new documents.	0.25	\$ 400	\$ 100.00
10/16/2024	Patel, Pritesh	Review of documentation [REDACTED] emails on same; email to SG on meeting.	1.00	\$ 875	\$ 875.00
10/16/2024	Montgomery, Tim	Emails regarding [REDACTED].	0.50	\$ 725	\$ 362.50
10/17/2024	Montgomery, Tim	Review weekly variance analysis and disbursement request; review DIP funding request and supporting email.	2.50	\$ 725	\$ 1,812.50
10/18/2024	Patel, Pritesh	Update call with SG and CRO re [REDACTED] discussion with CRO re SISP and next steps.	1.00	\$ 875	\$ 875.00
10/21/2024	Patel, Pritesh	Update call with [REDACTED]; review of analysis on same.	0.50	\$ 875	\$ 437.50
10/23/2024	Mah, Emilia	Internal discussion; prepare weekly variance report.	2.50	\$ 400	\$ 1,000.00
10/24/2024	Montgomery, Tim	Review weekly disbursements and cash flow variance analysis; queries to the Company regarding same.	1.50	\$ 725	\$ 1,087.50
10/29/2024	Patel, Pritesh	Emails with SG re [REDACTED] review of materials on same.	0.50	\$ 875	\$ 437.50
10/29/2024	Montgomery, Tim	Review DIP draw request and provide comments on same.	0.50	\$ 725	\$ 362.50
10/30/2024	Patel, Pritesh	Review of Settlement Agreement and internal discussion re same; call with S.Irving on same; review of emails from counsel on same.	2.50	\$ 875	\$ 2,187.50
10/30/2024	Montgomery, Tim	Review Settlement Agreement and internal discussion with P. Patel regarding same.	0.75	\$ 725	\$ 543.75
10/30/2024	Mah, Emilia	Prepare weekly variance analysis.	1.00	\$ 400	\$ 400.00
10/31/2024	Montgomery, Tim	Review variance analysis and weekly disbursements.	1.00	\$ 725	\$ 725.00
10/31/2024	Mah, Emilia	Finalize weekly variance report.	0.50	\$ 400	\$ 200.00
11/04/2024	Patel, Pritesh	Call with HCSI Director; emails with SG re [REDACTED]; call with CRO on same; email to counsel re [REDACTED].	1.00	\$ 875	\$ 875.00
11/04/2024	Fatima, Tahreem	Prepare and finalize monthly variance analysis.	1.00	\$ 650	\$ 650.00
11/05/2024	Patel, Pritesh	Update call with CRO re SISP.	0.50	\$ 875	\$ 437.50
11/07/2024	Montgomery, Tim	Review weekly disbursements and cash flow actual vs variance reporting.	1.00	\$ 725	\$ 725.00
11/07/2024	Fatima, Tahreem	Prepare weekly variance analysis and e-mail to SG; review disbursements.	0.75	\$ 650	\$ 487.50
11/08/2024	Patel, Pritesh	Review of emails re customer email; call with CRO on same.	0.50	\$ 875	\$ 437.50
11/12/2024	Patel, Pritesh	Update call with counsel; email with [REDACTED].	0.50	\$ 875	\$ 437.50
11/12/2024	Montgomery, Tim	Review DIP draw request email and provide comments.	0.50	\$ 725	\$ 362.50
11/13/2024	Mah, Emilia	Prepare weekly variance report.	1.00	\$ 400	\$ 400.00
11/13/2024	Fatima, Tahreem	Prepare DIP draw request.	0.50	\$ 650	\$ 325.00
11/14/2024	Fatima, Tahreem	Prepare variance analysis and e-mail to PTC.	0.75	\$ 650	\$ 487.50
11/14/2024	Patel, Pritesh	Call with L.Coates re [REDACTED]; call with [REDACTED]; update meeting with J.Prospieri re RNC, SISP and employee matters.	2.75	\$ 875	\$ 2,406.25
11/14/2024	Montgomery, Tim	Call with CFO and P. Patel re [REDACTED]; review weekly disbursements and variance reporting.	1.50	\$ 725	\$ 1,087.50
11/18/2024	Patel, Pritesh	Email with DIP Lender re interest accruals; discussion with T.Montgomery on same; email to DIP Lender.	0.50	\$ 875	\$ 437.50
11/18/2024	Montgomery, Tim	Review DIP agreement regarding accrued interest, discussion with P. Patel on same and provide relevant information to DIP lender.	0.75	\$ 725	\$ 543.75
11/19/2024	Patel, Pritesh	Update meeting with CRO re HCSI and RNC.	0.50	\$ 875	\$ 437.50
11/19/2024	Montgomery, Tim	Emails re DIP draw.	0.25	\$ 725	\$ 181.25
11/20/2024	Mah, Emilia	Prepare weekly variance report.	1.00	\$ 400	\$ 400.00
11/21/2024	Montgomery, Tim	Review weekly disbursements and cash flow variance analysis.	1.00	\$ 725	\$ 725.00
11/21/2024	Fatima, Tahreem	Prepare weekly variance analysis and e-mail to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
11/22/2024	Patel, Pritesh	Attendance at SG offices to discuss [REDACTED].	2.00	\$ 875	\$ 1,750.00
11/25/2024	Patel, Pritesh	Review of bonus schedule; review of [REDACTED], emails with SG team on same.	0.50	\$ 875	\$ 437.50
11/25/2024	Montgomery, Tim	Review out-of-cycle disbursement request.	0.25	\$ 725	\$ 181.25
11/26/2024	Montgomery, Tim	Email correspondence with Company re [REDACTED] and pre-filing credits.	0.75	\$ 725	\$ 543.75
11/26/2024	Mah, Emilia	Prepare weekly variance report.	1.25	\$ 400	\$ 500.00
11/27/2024	Patel, Pritesh	Update call with SG team re comments on [REDACTED].	0.50	\$ 875	\$ 437.50
11/28/2024	Montgomery, Tim	Review disbursement and actual vs variance cash flow analysis.	0.50	\$ 725	\$ 362.50
11/28/2024	Fatima, Tahreem	Review weekly disbursements; review weekly variance report and prepare e-mail to PTC re same.	1.00	\$ 650	\$ 650.00
11/29/2024	Patel, Pritesh	Review of emails re [REDACTED]; [REDACTED]; email with SG on same; call with SG team re [REDACTED]; call with CRO re compensation matters.	3.50	\$ 875	\$ 3,062.50

11/29/2024	Patel, Pritesh	Review of emails re [REDACTED]; [REDACTED]; email with SG on same; call with SG team re [REDACTED]; call with CRO re compensation matters.	3.50	\$	875	\$	3,062.50
<b>Total</b>			<b>48.50</b>			<b>\$</b>	<b>35,612.50</b>



**KPMG LLP**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

January 30, 2025

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8005860303  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of December 1 to December 31, 2024.

Our Fee	\$	56,532.50	CAD
Technology and Support Charge		3,957.28	
	\$	<b>60,489.78</b>	CAD
HST		7,863.67	
Amount Due	\$	<b>68,353.45</b>	CAD

Payment is due upon receipt  
 GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**Client No.:**  
1005423957

**Invoice No.:**  
8005860303

**Amount:**  
\$68,353.45 CAD

Please remit payment to :		
EFT/Wire Payment	Online Banking (CAD)	Cheque Payment
<b>Beneficiary :</b> KPMG LLP 333 Bay St., Suite 4600, Toronto, ON M5H 2S5 <b>Bank Details :</b> TD Canada Trust 55 King St. West, Toronto, ON M5K 1A2 <b>Bank #:</b> 004 <b>Transit #:</b> 10252 <b>Account #:</b> 0938281 <b>SWIFT Code:</b> TDOMCATTOR	This option is available at most major financial institutions.  To use this option:  Navigate to <b>Bill Payments</b> . Search and add " <b>KPMG LLP</b> " as a <b>Payee</b> . Enter Client No. for <b>Account Number</b>	KPMG LLP T4348 P.O. Box 4348, Station A Toronto, ON M5W 7A6
Please e-mail Payment Details including invoice number to <a href="mailto:kpmg-ar@kpmg.ca">kpmg-ar@kpmg.ca</a>		Include remittance advice

Please be mindful of potential invoice scams via email. If you receive an invoice or email providing payment instructions different from the above, please contact your KPMG manager/partner to validate the new instructions.

**Project Central GTA**  
**Professional Fees Summary**  
For the period of December 1 to December 31, 2024

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	30.00	26,250.00
Simon Proulx	Partner	\$ 875	0.75	656.25
Tim Montgomery	Director	\$ 725	11.00	7,975.00
Marcos Tabatschnic	Sr. Manager	\$ 650	12.50	8,125.00
Tahreem Fatima	Sr. Manager	\$ 650	7.50	4,875.00
Adam Moledina	Sr. Manager	\$ 650	8.25	5,362.50
Emilia Mah	Consultant	\$ 400	7.50	3,000.00
Angelina Hung	Technician	\$ 275	1.05	288.75
<b>Total Professional Fees</b>			<b>78.55</b>	<b>\$ 56,532.50</b>
Technology and support charges				3,957.28
<b>Subtotal</b>				<b>\$ 60,489.78</b>
HST				7,863.67
<b>Total Amount Due</b>				<b>\$ 68,353.45</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of December 1 to December 31, 2024**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
12/02/2024	Patel, Pritesh	Review of NIL and comments on same; email with KPMG team re DIP draw, discussion with T.Montgomery on same; meeting with CRO re 2024 SG employee bonuses.	2.50	\$ 875	\$ 2,187.50
12/03/2024	Tabatschnic, Marcos	Call with client and T. Montgomery on CRA audit issues, review of info.	2.00	\$ 650	\$ 1,300.00
12/03/2024	Patel, Pritesh	Emails with SG team re [REDACTED].	0.50	\$ 875	\$ 437.50
12/03/2024	Montgomery, Tim	Call with Simply Green and M. Tabatschnic to discuss CRA audit issues.	0.50	\$ 725	\$ 362.50
12/04/2024	Tabatschnic, Marcos	Call with SG to discuss info received and NOOs.	0.50	\$ 650	\$ 325.00
12/04/2024	Patel, Pritesh	Update call with HCSI director re asset sale; update call with SG team; update call with DIP Lender; calls with CRO re SISP matters.	2.50	\$ 875	\$ 2,187.50
12/04/2024	Moledina, Adam	E-mails with M.Tabatschnic re NOO's.	0.50	\$ 650	\$ 325.00
12/04/2024	Mah, Emilia	Variance report and comments.	1.50	\$ 400	\$ 600.00
12/05/2024	Tabatschnic, Marcos	Internal discussions re NOO, call with SG.	1.00	\$ 650	\$ 650.00
12/05/2024	Patel, Pritesh	Calls with CRO re DIP request, comp matters; review and comments on Aide Memoire; discussions with KPMG team re DIP draw request; review of [REDACTED].	2.00	\$ 875	\$ 1,750.00
12/05/2024	Montgomery, Tim	Review latest weekly disbursements and actual vs forecast variance analysis.	1.00	\$ 725	\$ 725.00
12/05/2024	Moledina, Adam	Discussion with M.Tabatschnic, draft [REDACTED], review CRA docs.	7.00	\$ 650	\$ 4,550.00
12/05/2024	Fatima, Tahreem	Review weekly variance analysis and prepare e-mail to PTC re same.	0.50	\$ 650	\$ 325.00
12/06/2024	Tabatschnic, Marcos	NOO, review of info, emails with SG.	2.00	\$ 650	\$ 1,300.00
12/06/2024	Patel, Pritesh	Review of emails re DIP draw request; call with DIP Lender.	0.50	\$ 875	\$ 437.50
12/06/2024	Fatima, Tahreem	Prepare DIP draw request.	0.50	\$ 650	\$ 325.00
12/09/2024	Patel, Pritesh	Call with CRO re bonuses; call with DIP Lender, CRO on same.	0.50	\$ 875	\$ 437.50
12/09/2024	Montgomery, Tim	Attend case conference and review Aide Memoire; emails with company and internal discussions regarding updating the CCAA cash flow for the next stay extension.	1.00	\$ 725	\$ 725.00
12/09/2024	Mah, Emilia	Update of creditor website.	0.50	\$ 400	\$ 200.00
12/10/2024	Tabatschnic, Marcos	NOOs finished, call with SG to discuss proof of payment, prepared GST 159, email to S.Proulx.	1.50	\$ 650	\$ 975.00
12/10/2024	Patel, Pritesh	Emails with SG team re [REDACTED].	0.50	\$ 875	\$ 437.50
12/10/2024	Montgomery, Tim	Emails with the Company re updating the CCAA cash flow; review payroll and emails with the Company regarding the status of the DIP lenders review of the 2024 bonus; provide updated professional fees budget and discuss internally.	1.25	\$ 725	\$ 906.25
12/10/2024	Moledina, Adam	E-mails re GST NOOs.	0.25	\$ 650	\$ 162.50
12/11/2024	Patel, Pritesh	Update call with HCSI director re asset sale; update call with SG team; update call with DIP Lender; calls with CRO re SISP matters.	2.50	\$ 875	\$ 2,187.50
12/11/2024	Mah, Emilia	Prepare variance report and comments.	1.25	\$ 400	\$ 500.00
12/12/2024	Tabatschnic, Marcos	[REDACTED], started preparing CCCT and CCFC notices.	1.50	\$ 650	\$ 975.00
12/12/2024	Proulx, Simon	Review of draft NOO.	0.50	\$ 875	\$ 437.50
12/12/2024	Patel, Pritesh	Review of comments from [REDACTED]; calls with R.Teti re HCSI assets; call with C.McGee on RNC assets; update calls with CRO re CF, RNC.	2.00	\$ 875	\$ 1,750.00
12/12/2024	Montgomery, Tim	Review weekly disbursements and actual vs forecast variance analysis for DIP lender; review CRA audit notice of objection; emails with company regarding GIC deposit and communication with PTC re same.	0.75	\$ 725	\$ 543.75
12/12/2024	Fatima, Tahreem	Review weekly variance analysis and prepare e-mail to PTC; review weekly transactions.	0.50	\$ 650	\$ 325.00
12/13/2024	Tabatschnic, Marcos	CCCT and CCFC notices of objection.	4.00	\$ 650	\$ 2,600.00
12/13/2024	Proulx, Simon	Review of additional NOOs.	0.25	\$ 875	\$ 218.75
12/13/2024	Patel, Pritesh	Call with HCSI, [REDACTED], SG re RNC assets.	0.50	\$ 875	\$ 437.50
12/13/2024	Montgomery, Tim	Review various correspondence re Notice of Objection to CRA audit.	1.00	\$ 725	\$ 725.00
12/13/2024	Moledina, Adam	E-mails re GST NOOs.	0.50	\$ 650	\$ 325.00
12/16/2024	Patel, Pritesh	Call with CRO re bonuses; call with DIP Lender, CRO on same.	0.50	\$ 875	\$ 437.50
12/16/2024	Montgomery, Tim	Review DIP draw request and provide comments re same.	0.50	\$ 725	\$ 362.50
12/17/2024	Montgomery, Tim	Call with Osler on [REDACTED]; review updated CCAA cash flow and queries with SG regarding same; prepare summary of Updated CCAA Cash Flow for DIP Lender.	3.50	\$ 725	\$ 2,537.50

12/17/2024	Mah, Emilia	Weekly variance reporting.	1.25	\$	400	\$	500.00
12/18/2024	Patel, Pritesh	Update call with HCSI director re asset sale; update call with SG team; update call with DIP Lender; calls with CRO re SISIP matters.	2.50	\$	875	\$	2,187.50
12/18/2024	Montgomery, Tim	Respond to DIP Lender queries on Updated CCAA Cash Flow; review weekly disbursements.	1.00	\$	725	\$	725.00
12/19/2024	Patel, Pritesh	Update call with counsel re [REDACTED]; update call with CRO.	0.50	\$	875	\$	437.50
12/19/2024	Montgomery, Tim	Review weekly variance analysis and provide comments on same; review out-of-cycle disbursement request.	0.50	\$	725	\$	362.50
12/19/2024	Hung, Angelina	Attend to banking matter.	0.25	\$	275	\$	68.75
12/19/2024	Fatima, Tahreem	Weekly variance analysis and e-mail to PTC; review weekly transactions.	1.50	\$	650	\$	975.00
12/20/2024	Patel, Pritesh	Update call with counsel re [REDACTED]; update call with CRO.	0.50	\$	875	\$	437.50
12/23/2024	Patel, Pritesh	Review of cash flows; commence drafting Fifth Report; update call with CRO re amendment to CRO agreement.	4.00	\$	875	\$	3,500.00
12/23/2024	Mah, Emilia	Prepare weekly variance report.	1.50	\$	400	\$	600.00
12/23/2024	Hung, Angelina	Prepare wire disbursement and send for approval.	0.80	\$	275	\$	220.00
12/24/2024	Patel, Pritesh	Continue drafting Fifth Report, discussions with T.Fatima on same.	2.50	\$	875	\$	2,187.50
12/24/2024	Mah, Emilia	Formatting of update forecast for the Fifth Report.	1.50	\$	400	\$	600.00
12/24/2024	Fatima, Tahreem	Edits to cash flow sections of Fifth Report; weekly variance analysis and e-mail to PTC; discussion with P. Patel on the Fifth Report.	2.00	\$	650	\$	1,300.00
12/30/2024	Patel, Pritesh	Continue drafting of the Fifth Report; review of internal edits on report.	3.00	\$	875	\$	2,625.00
12/30/2024	Fatima, Tahreem	Review and edits to Fifth Report, email to P.Patel on same; compile appendices for Fifth Report.	2.50	\$	650	\$	1,625.00
12/31/2024	Patel, Pritesh	Continue review and edits to Fifth Report; finalize draft and circulate to Osler for review.	2.50	\$	875	\$	2,187.50
			<b>Subtotal</b>		<b>78.55</b>	<b>\$</b>	<b>56,532.50</b>



**KPMG LLP**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

February 14, 2025

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8005886726  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of January 1 to January 31, 2025.

Our Fee	\$ 34,287.50	CAD
Technology and Support Charge	2,400.13	
	<b>\$ 36,687.63</b>	<b>CAD</b>
HST	4,769.39	
Amount Due	<b>\$ 41,457.02</b>	<b>CAD</b>

Payment is due upon receipt  
 GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**Client No.:**  
1005423957

**Invoice No.:**  
8005886726

**Amount:**  
\$41,457.02 CAD

Please remit payment to :		
EFT/Wire Payment	Online Banking (CAD)	Cheque Payment
<b>Beneficiary :</b> KPMG LLP 333 Bay St., Suite 4600, Toronto, ON M5H 2S5 <b>Bank Details :</b> TD Canada Trust 55 King St. West, Toronto, ON M5K 1A2 <b>Bank #:</b> 004 <b>Transit #:</b> 10252 <b>Account #:</b> 0938281 <b>SWIFT Code:</b> TDOMCATTOR	This option is available at most major financial institutions.  To use this option:  Navigate to <b>Bill Payments</b> . Search and add " <b>KPMG LLP</b> " as a <b>Payee</b> . Enter Client No. for <b>Account Number</b>	KPMG LLP T4348 P.O. Box 4348, Station A Toronto, ON M5W 7A6
Please e-mail Payment Details including invoice number to <a href="mailto:kpmg-ar@kpmg.ca">kpmg-ar@kpmg.ca</a>		Include remittance advice

Please be mindful of potential invoice scams via email. If you receive an invoice or email providing payment instructions different from the above, please contact your KPMG manager/partner to validate the new instructions.

**Project Central GTA**  
**Professional Fees Summary**  
For the period of January 1 to January 31, 2025

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	18.75	16,406.25
Tim Montgomery	Director	\$ 725	10.75	7,793.75
Tahreem Fatima	Sr. Manager	\$ 650	10.75	6,987.50
Emilia Mah	Consultant	\$ 400	7.75	3,100.00
<b>Total Professional Fees</b>			<b>48.00</b>	<b>\$ 34,287.50</b>
Technology and support charges				2,400.13
<b>Subtotal</b>				<b>\$ 36,687.63</b>
HST				4,769.39
<b>Total Amount Due</b>				<b>\$ 41,457.02</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of January 1 to January 31, 2025**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
01/02/2025	Fatima, Tahreem	Continue updating the Fifth Report.	2.00	\$ 650	\$ 1,300.00
01/02/2025	Patel, Pritesh	Review of comments from counsel on Fifth Report; update call with CRO; emails with Gowlings, A&B re timing of materials.	1.00	\$ 875	\$ 875.00
01/03/2025	Fatima, Tahreem	Compile appendices; obtain CF signoff from CRO; update report; prepare variance analysis; draft e-mail to PTC on same; question to Liam on customer receipts.	1.50	\$ 650	\$ 975.00
01/03/2025	Patel, Pritesh	Review and comments on draft CRO affidavit; review of additional comments on report from counsel; call with counsel to discuss materials; edits, finalize and sign Fifth Report for service.	3.50	\$ 875	\$ 3,062.50
01/05/2025	Patel, Pritesh	Review and provide comments on draft Factum.	0.50	\$ 875	\$ 437.50
01/07/2025	Mah, Emilia	Update to case website for court materials.	0.50	\$ 400	\$ 200.00
01/08/2025	Fatima, Tahreem	Review mailbox and respond to inquiries; discussion with T. Montgomery on same.	1.00	\$ 650	\$ 650.00
01/08/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$ 400	\$ 600.00
01/09/2025	Fatima, Tahreem	Review weekly variance report and prepare e-mail to PTC: review weekly disbursements; prepare billing.	1.00	\$ 650	\$ 650.00
01/09/2025	Patel, Pritesh	Attendance at hearing for Stay Extension approval; update call with CRO re RNC assets.	0.50	\$ 875	\$ 437.50
01/09/2025	Montgomery, Tim	Attend Stay Extension hearing; review actual vs forecast variance analysis and weekly disbursements; review email inbox queries regarding Class Action and provide comments on same.	1.50	\$ 725	\$ 1,087.50
01/10/2025	Mah, Emilia	Case website update.	0.25	\$ 400	\$ 100.00
01/13/2025	Patel, Pritesh	Update call with SG team re [REDACTED]; debrief with CRO.	1.00	\$ 875	\$ 875.00
01/13/2025	Mah, Emilia	Case website update.	0.25	\$ 400	\$ 100.00
01/14/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$ 400	\$ 600.00
01/15/2025	Fatima, Tahreem	Prepare DIP draw e-mail and request.	0.25	\$ 650	\$ 162.50
01/15/2025	Montgomery, Tim	Review DIP draw request and supporting information; review credit card statement and approval to settle same.	1.25	\$ 725	\$ 906.25
01/15/2025	Mah, Emilia	Case website update.	0.75	\$ 400	\$ 300.00
01/16/2025	Fatima, Tahreem	Review weekly disbursements; review variance report and prepare and send e-mail to PTC.	0.75	\$ 650	\$ 487.50
01/16/2025	Montgomery, Tim	Review latest actual vs forecast variance analysis and weekly disbursements.	1.25	\$ 725	\$ 906.25
01/17/2025	Patel, Pritesh	Update call with counsel re SISP and next steps; call with CRO on same.	1.00	\$ 875	\$ 875.00
01/17/2025	Montgomery, Tim	Call with Osler re SISP and next steps [REDACTED].	0.50	\$ 725	\$ 362.50
01/20/2025	Patel, Pritesh	Emails with SG team re [REDACTED]; review of emails from CRO re SISP advisor pitches.	0.50	\$ 875	\$ 437.50
01/21/2025	Fatima, Tahreem	Review bi-weekly payroll.	0.25	\$ 650	\$ 162.50
01/21/2025	Montgomery, Tim	Emails regarding mediator costs and proof of same.	0.25	\$ 725	\$ 181.25
01/22/2025	Patel, Pritesh	Review of [REDACTED], emails with KPMG team on same; review of [REDACTED], discussion with CRO on same; review of SISP advisor pitches re SISP and meetings with CRO and bankers on same.	4.50	\$ 875	\$ 3,937.50
01/22/2025	Montgomery, Tim	Review request from PTC auditors re confirmation on DIP facility; review supplier correspondence re [REDACTED] and internal discussions regarding same and warranty process in general.	1.50	\$ 725	\$ 1,087.50
01/22/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$ 400	\$ 600.00
01/23/2025	Fatima, Tahreem	Review weekly variances; prepare e-mail to PTC on same; review weekly disbursements.	0.75	\$ 650	\$ 487.50
01/23/2025	Patel, Pritesh	Call with S.Irving; call with CRO and counsel re SISP and next steps; debrief with CRO; discussion with T.Montgomery re warranty credits and next steps.	2.00	\$ 875	\$ 1,750.00
01/23/2025	Montgomery, Tim	Call with CRO, A&B, Osler and Monitor re SISP process and next steps; review latest disbursements and actual vs forecast variance analysis; discussion with P. Patel on warranty credits.	2.75	\$ 725	\$ 1,993.75

01/24/2025	Fatima, Tahreem	Prepare monthly variance analysis per PTC's request.	1.00	\$	650	\$	650.00
01/27/2025	Patel, Pritesh	Update call with CRO; [REDACTED], email to counsel on same.	1.00	\$	875	\$	875.00
01/28/2025	Patel, Pritesh	Update call with CRO re meeting with PTC.	0.25	\$	875	\$	218.75
01/29/2025	Patel, Pritesh	Update meeting with CRO and PTC; debrief with CRO, discussion on SISP; [REDACTED] and next steps.	2.00	\$	875	\$	1,750.00
01/29/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$	400	\$	600.00
01/30/2025	Fatima, Tahreem	Review weekly variance analysis and e-mail to PTC; review weekly disbursements; prepare DIP draw; prepare monthly variance analysis and send to PTC.	2.25	\$	650	\$	1,462.50
01/30/2025	Patel, Pritesh	Review of emails re SISP advisor; call with CRO on same; review weekly DIP reporting.	0.50	\$	875	\$	437.50
01/30/2025	Montgomery, Tim	Review latest disbursement request and actual vs forecast cash flow analysis.	1.25	\$	725	\$	906.25
01/31/2025	Patel, Pritesh	Update call with counsel re [REDACTED] and next steps.	0.50	\$	875	\$	437.50
01/31/2025	Montgomery, Tim	Call with Osler re [REDACTED].	0.50	\$	725	\$	362.50
<b>Subtotal</b>			<b>48.00</b>	<b>\$</b>	<b>34,287.50</b>	<b>\$</b>	<b>34,287.50</b>



**KPMG LLP**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

March 17, 2025

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8005939535  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of February 1 to February 28, 2025.

Our Fee	\$	25,318.75	CAD
Technology and Support Charge		1,772.31	
	\$	<b>27,091.06</b>	CAD
HST		3,521.84	
Amount Due	\$	<b>30,612.90</b>	CAD

Payment is due upon receipt  
 GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**Client No.:**  
1005423957

**Invoice No.:**  
8005939535

**Amount:**  
\$30,612.90 CAD

Please remit payment to :		
EFT/Wire Payment	Online Banking (CAD)	Cheque Payment
<b>Beneficiary :</b> KPMG LLP 333 Bay St., Suite 4600, Toronto, ON M5H 2S5 <b>Bank Details :</b> TD Canada Trust 55 King St. West, Toronto, ON M5K 1A2 <b>Bank #:</b> 004 <b>Transit #:</b> 10252 <b>Account #:</b> 0938281 <b>SWIFT Code:</b> TDOMCATTOR	This option is available at most major financial institutions.  To use this option:  Navigate to <b>Bill Payments</b> . Search and add " <b>KPMG LLP</b> " as a <b>Payee</b> . Enter Client No. for <b>Account Number</b>	KPMG LLP T4348 P.O. Box 4348, Station A Toronto, ON M5W 7A6
Please e-mail Payment Details including invoice number to <a href="mailto:kpmg-ar@kpmg.ca">kpmg-ar@kpmg.ca</a>		Include remittance advice

Please be mindful of potential invoice scams via email. If you receive an invoice or email providing payment instructions different from the above, please contact your KPMG manager/partner to validate the new instructions.

**Professional Fees Summary**  
**For the period of February 1 to February 28, 2025**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	18.50	16,187.50
Tim Montgomery	Director	\$ 725	7.25	5,256.25
Tahreem Fatima	Sr. Manager	\$ 650	3.50	2,275.00
Emilia Mah	Consultant	\$ 400	4.00	1,600.00
<b>Total Professional Fees</b>			<b>33.25</b>	<b>\$ 25,318.75</b>
Technology and support charges				1,772.31
<b>Subtotal</b>				<b>\$ 27,091.06</b>
HST				3,521.84
<b>Total Amount Due</b>				<b>\$ 30,612.90</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of February 1 to February 28, 2025**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
02/03/2025	Patel, Pritesh	Update call with counsel re SISP.	0.50	\$ 875	\$ 437.50
02/04/2025	Patel, Pritesh	Update call with Gowlings and Osler re SISP; review of amended CRO engagement letter; review of email from CRO re SISP.	1.00	\$ 875	\$ 875.00
02/04/2025	Montgomery, Tim	Attend Settlement Approval Hearing.	3.50	\$ 725	\$ 2,537.50
02/05/2025	Patel, Pritesh	Update call with CRO re SISP, employee matters; review of [REDACTED].	1.00	\$ 875	\$ 875.00
02/05/2025	Mah, Emilia	Prepare weekly variance report.	1.00	\$ 400	\$ 400.00
02/06/2025	Patel, Pritesh	Update call with CIBC and CRO.	0.50	\$ 875	\$ 437.50
02/06/2025	Fatima, Tahreem	Review weekly variance analysis and prepare e-mail to PTC; review weekly disbursements.	0.75	\$ 650	\$ 487.50
02/07/2025	Patel, Pritesh	Review of draft SISP from counsel, comments on same.	1.00	\$ 875	\$ 875.00
02/10/2025	Patel, Pritesh	Update call with CRO re potential retention payments, edits to schedule on same.	1.25	\$ 875	\$ 1,093.75
02/13/2025	Montgomery, Tim	Review latest disbursement request; review actual vs variance cash flow reporting.	1.50	\$ 725	\$ 1,087.50
02/13/2025	Mah, Emilia	Prepare weekly variance report.	1.00	\$ 400	\$ 400.00
02/13/2025	Fatima, Tahreem	Review weekly variance analysis and prepare e-mail to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
02/18/2025	Patel, Pritesh	Review of comments from A&B re SISP, CIBC retention letter; update call with CRO; call with counsel.	1.00	\$ 875	\$ 875.00
02/19/2025	Patel, Pritesh	Call with SG team re [REDACTED]; [REDACTED].	1.50	\$ 875	\$ 1,312.50
02/19/2025	Montgomery, Tim	Review latest disbursement request.	0.25	\$ 725	\$ 181.25
02/19/2025	Mah, Emilia	Prepare weekly variance report.	1.00	\$ 400	\$ 400.00
02/20/2025	Patel, Pritesh	Call with CIBC; debrief with CRO; call with Osler re [REDACTED]; follow-up call with CRO on same.	2.00	\$ 875	\$ 1,750.00
02/20/2025	Montgomery, Tim	Review weekly disbursement request and actual vs forecast cash flow variance analysis for DIP lender.	1.00	\$ 725	\$ 725.00
02/20/2025	Fatima, Tahreem	Review weekly variance analysis and prepare e-mail to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
02/21/2025	Patel, Pritesh	Review of [REDACTED]; update call with CRO and SG general counsel; call with Osler re [REDACTED]; review Akbarali reasons re settlement approval; call with CRO re retention proposal.	3.00	\$ 875	\$ 2,625.00
02/24/2025	Patel, Pritesh	Review of comments from A&B re SISP, CIBC retention letter; update call with CRO; call with counsel.	1.25	\$ 875	\$ 1,093.75
02/25/2025	Patel, Pritesh	Update call with counsel re [REDACTED]; call with CRO and counsel on same; debrief call with CRO; review of materials in advance of [REDACTED].	1.50	\$ 875	\$ 1,312.50
02/26/2025	Patel, Pritesh	Review of [REDACTED]; attendance at onsite meeting with CRO and HCSI Director; debrief with CRO on same; [REDACTED].	2.50	\$ 875	\$ 2,187.50
02/26/2025	Mah, Emilia	Prepare weekly variance report.	1.00	\$ 400	\$ 400.00
02/27/2025	Montgomery, Tim	Review actual vs variance cash flow reporting; review weekly disbursements.	1.00	\$ 725	\$ 725.00
02/27/2025	Fatima, Tahreem	Review weekly variance analysis and prepare e-mail to PTC; review weekly disbursements.	0.75	\$ 650	\$ 487.50
02/28/2025	Patel, Pritesh	Update call with CRO re KERP, info request for CIBC, HCSI.	0.50	\$ 875	\$ 437.50
<b>Subtotal</b>			<b>33.25</b>	<b>\$</b>	<b>25,318.75</b>



**KPMG LLP**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

April 17, 2025

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8006005164  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of March 1 to March 31, 2025.

Our Fee	\$	50,681.25	CAD
Technology and Support Charge		3,547.69	
	\$	<b>54,228.94</b>	CAD
HST		7,049.76	
Amount Due	\$	<b>61,278.70</b>	CAD

Payment is due upon receipt  
 GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**Client No.:**  
1005423957

**Invoice No.:**  
8006005164

**Amount:**  
\$61,278.70 CAD

Please remit payment to :		
EFT/Wire Payment	Online Banking (CAD)	Cheque Payment
<b>Beneficiary :</b> KPMG LLP 333 Bay St., Suite 4600, Toronto, ON M5H 2S5 <b>Bank Details :</b> TD Canada Trust 55 King St. West, Toronto, ON M5K 1A2 <b>Bank #:</b> 004 <b>Transit #:</b> 10252 <b>Account #:</b> 0938281 <b>SWIFT Code:</b> TDOMCATTOR	This option is available at most major financial institutions.  To use this option:  Navigate to <b>Bill Payments</b> . Search and add " <b>KPMG LLP</b> " as a <b>Payee</b> . Enter Client No. for <b>Account Number</b>	KPMG LLP T4348 P.O. Box 4348, Station A Toronto, ON M5W 7A6
Please e-mail Payment Details including invoice number to <a href="mailto:kpmg-ar@kpmg.ca">kpmg-ar@kpmg.ca</a>		Include remittance advice

Please be mindful of potential invoice scams via email. If you receive an invoice or email providing payment instructions different from the above, please contact your KPMG manager/partner to validate the new instructions.

**Professional Fees Summary**  
**For the period of March 1 to March 31, 2025**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	24.75	21,656.25
Tim Montgomery	Director	\$ 725	31.50	22,837.50
Tahreem Fatima	Sr. Manager	\$ 650	6.75	4,387.50
Emilia Mah	Consultant	\$ 400	4.50	1,800.00
<b>Total Professional Fees</b>			<b>67.50</b>	<b>\$ 50,681.25</b>
Technology and support charges				3,547.69
<b>Subtotal</b>				<b>\$ 54,228.94</b>
HST				7,049.76
<b>Total Amount Due</b>				<b>\$ 61,278.70</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of March 1 to March 31, 2025**

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
03/03/2025	Patel, Pritesh	Call with Gowlings re SISP, HCSI; debrief call with CRO; review of comments from Gowlings on SISP, emails with counsel on same.	2.00	\$ 875	\$ 1,750.00
03/04/2025	Patel, Pritesh	Call with SG and Osler re [REDACTED].	1.00	\$ 875	\$ 875.00
03/06/2025	Montgomery, Tim	Review latest disbursement request list and actual vs variance reporting.	1.50	\$ 725	\$ 1,087.50
03/06/2025	Fatima, Tahreem	Review variance analysis and prepare email to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
03/06/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$ 400	\$ 600.00
03/07/2025	Patel, Pritesh	Internal discussion re file status; review and edits to CIBC retention letter, email to counsel on same.	0.50	\$ 875	\$ 437.50
03/07/2025	Montgomery, Tim	Internal discussion with P. Patel re file status including SISP, HCSI, next Court Motion and cash flow.	0.50	\$ 725	\$ 362.50
03/10/2025	Patel, Pritesh	Review of emails from CRO re call on potential KERP; correspond with KPMG team re CF updates for upcoming stay extension hearing.	0.75	\$ 875	\$ 656.25
03/10/2025	Montgomery, Tim	Call with supplier regarding credits on account and pre and post-filing set-off; emails with company regarding updated CCAA cash flow; internal discussion on CF.	1.50	\$ 725	\$ 1,087.50
03/11/2025	Montgomery, Tim	Prepare inputs for updated CCAA Cash Flow.	1.00	\$ 725	\$ 725.00
03/12/2025	Patel, Pritesh	Call with DIP Lender and CRO re potential KERP; follow-up call with CRO on same; review of revised markup on SISP; review of pro fee forecasts, emails with KPMG team on same.	2.00	\$ 875	\$ 1,750.00
03/12/2025	Montgomery, Tim	Review DIP request and cash flow re same.	0.50	\$ 725	\$ 362.50
03/12/2025	Mah, Emilia	Prepare weekly variance report.	1.25	\$ 400	\$ 500.00
03/13/2025	Patel, Pritesh	Update call with CRO re SISP.	0.50	\$ 875	\$ 437.50
03/13/2025	Montgomery, Tim	Review weekly disbursements and actual vs variance forecast analysis.	1.50	\$ 725	\$ 1,087.50
03/13/2025	Fatima, Tahreem	Review variance analysis and prepare email to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
03/17/2025	Patel, Pritesh	Update call with counsel re April 1 hearing.	0.50	\$ 875	\$ 437.50
03/17/2025	Montgomery, Tim	Call with Osler to discuss general file status and Settlement Approval and 5th Stay Extension; review updated CCAA cash flow; queries regarding same with Company; draft email to PTC regarding same.	6.00	\$ 725	\$ 4,350.00
03/19/2025	Patel, Pritesh	Review of emails re portfolio updates, IRL for CIBC; update call with CRO re SISP, HCSI, upcoming call with CIBC.	1.00	\$ 875	\$ 875.00
03/20/2025	Patel, Pritesh	Call with CIBC re SISP; attendance on DD call; debrief with CRO on same; review of markup on CIBC retention letter, email to A&B on same.	2.50	\$ 875	\$ 2,187.50
03/20/2025	Montgomery, Tim	Review weekly disbursements; call with finance team re same; review actual vs forecast variance analysis.	1.50	\$ 725	\$ 1,087.50
03/20/2025	Fatima, Tahreem	Review variance analysis and prepare email to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
03/20/2025	Mah, Emilia	Prepare weekly variance report.	1.25	\$ 400	\$ 500.00
03/21/2025	Patel, Pritesh	Discussion with T.Montgomery re Sixth Report; review of emails re [REDACTED], emails with KPMG team on same; review Osler markup on CIBC retention letter.	1.00	\$ 875	\$ 875.00
03/21/2025	Montgomery, Tim	Review and update 6th report for cash flow sections; discussion with P. Patel on 6th report; preparation of filing cash flow and appendix for report.	4.50	\$ 725	\$ 3,262.50
03/24/2025	Patel, Pritesh	Review and comments on draft Sixth Report; emails with KPMG team on same.	3.50	\$ 875	\$ 3,062.50
03/24/2025	Montgomery, Tim	Respond to internal query regarding [REDACTED]; follow-up with PTC re status of DIP approval; continue to review and draft report; review actual vs forecast variance analysis; finalize cash flow assumption appendix; coordinate DIP amendment with Gowlings; roll forward CCAA Cash Flow for actuals for the previous two weeks; review Stay Extension Order and Settlement Approval Order and provide comments.	7.50	\$ 725	\$ 5,437.50
03/24/2025	Fatima, Tahreem	Prepare forecast to actuals variance for the Sixth Report and make updates to the report; email to management on certain variances.	1.50	\$ 650	\$ 975.00
03/25/2025	Patel, Pritesh	Call with counsel to discuss Sixth Report; review of updated draft from counsel; review of comments on report from PTC; review and comments on updated Orders; call with SG re [REDACTED]; emails/calls re quantum of secured debt; call with CRO on same; finalize, sign and compile Sixth Report for service.	6.50	\$ 875	\$ 5,687.50
03/25/2025	Montgomery, Tim	Call with Osler to review 6th report; various emails and edits to 6th Report; final review and sign off; review CRO affidavit and provide comments;	3.00	\$ 725	\$ 2,175.00
03/25/2025	Fatima, Tahreem	Compile appendices for the Sixth Report; review report.	1.25	\$ 650	\$ 812.50
03/26/2025	Patel, Pritesh	Review of emails from CRO re KERP matters; emails with KPMG team on same.	0.50	\$ 875	\$ 437.50

03/27/2025	Patel, Pritesh	Review of factum; review of emails re [REDACTED]; call with CRO on same.	1.00	\$	875	\$	875.00
03/27/2025	Montgomery, Tim	Review factum for Settlement Approval and Stay Extension Order and provide comments re same; review weekly disbursements; review actual vs variance analysis.	2.50	\$	725	\$	1,812.50
03/27/2025	Fatima, Tahreem	Review variance analysis and prepare email to PTC; review weekly disbursements.	1.00	\$	650	\$	650.00
03/31/2025	Patel, Pritesh	Call with PTC re [REDACTED]; review of materials on same; update call with CIBC re SISP.	1.50	\$	875	\$	1,312.50
03/31/2025	Mah, Emilia	Update of KPMG website for court materials.	0.50	\$	400	\$	200.00
<b>Subtotal</b>			<b>67.50</b>			<b>\$</b>	<b>50,681.25</b>



**KPMG LLP**  
 Suite 4600 Bay Adelaide Centre  
 333 Bay Street  
 Toronto, ON M5H 2S5

May 14, 2025

Simply Green Home Services Inc.  
 2225 Sheppard Ave E Suite 800,  
 Toronto, ON M2J 5C2

Invoice : 8006060702  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of April 01 to April 30, 2025.

Our Fee	\$	54,743.75	CAD
Technology and Support Charge		3,832.06	
	\$	<b>58,575.81</b>	CAD
HST		7,614.86	
Amount Due	\$	<b>66,190.67</b>	CAD

Payment is due upon receipt  
 GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**Client No.:**  
1005423957

**Invoice No.:**  
8006060702

**Amount:**  
\$66,190.67 CAD

Please remit payment to :		
EFT/Wire Payment	Online Banking (CAD)	Cheque Payment
<b>Beneficiary :</b> KPMG LLP 333 Bay St., Suite 4600, Toronto, ON M5H 2S5 <b>Bank Details :</b> TD Canada Trust 55 King St. West, Toronto, ON M5K 1A2 <b>Bank #:</b> 004 <b>Transit #:</b> 10252 <b>Account #:</b> 0938281 <b>SWIFT Code:</b> TDOMCATTOR	This option is available at most major financial institutions.  To use this option:  Navigate to <b>Bill Payments</b> . Search and add " <b>KPMG LLP</b> " as a <b>Payee</b> . Enter Client No. for <b>Account Number</b>	KPMG LLP T4348 P.O. Box 4348, Station A Toronto, ON M5W 7A6
Please e-mail Payment Details including invoice number to <a href="mailto:kpmg-ar@kpmg.ca">kpmg-ar@kpmg.ca</a>		Include remittance advice

Please be mindful of potential invoice scams via email. If you receive an invoice or email providing payment instructions different from the above, please contact your KPMG manager/partner to validate the new instructions.

**Professional Fees Summary**  
**For the period of April 1 to April 30, 2025**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	40.00	35,000.00
Tim Montgomery	Director	\$ 725	13.25	9,606.25
Tahreem Fatima	Sr. Manager	\$ 650	9.75	6,337.50
Emilia Mah	Consultant	\$ 400	9.50	3,800.00
<b>Total Professional Fees</b>			<b>72.50</b>	<b>\$ 54,743.75</b>
Technology and support charges				3,832.06
<b>Subtotal</b>				<b>\$ 58,575.81</b>
HST				7,614.86
<b>Total Amount Due</b>				<b>\$ 66,190.67</b>

**Simply Green Home Services Corp.**  
**Time Keeper Details**  
**For the period of April 1 to April 30, 2025**

<b>Work Date</b>	<b>Name</b>	<b>Time Narrative</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee (\$)</b>
04/01/2025	Patel, Pritesh	Review of markup to CIBC retention letter, discussion with CRO on same; review of info from PTC re [REDACTED]; call with Osler in advance of hearing; attendance at hearing for Settlement Approval; review of markup on order; discussion with T.Montgomery re file status; emails with SG re customer matters.	2.50	\$ 875	\$ 2,187.50
04/01/2025	Montgomery, Tim	Attend Stay Extension Hearing; internal emails regarding customer refund request; update discussion with P.Patel.	1.50	\$ 725	\$ 1,087.50
04/01/2025	Fatima, Tahreem	Review of bi-weekly payroll.	0.25	\$ 650	\$ 162.50
04/02/2025	Patel, Pritesh	Update call with counsel re HCSI, Settlement Agreement, SISP and next steps; call with CIBC re comments on revised EL; review of [REDACTED].	2.50	\$ 875	\$ 2,187.50
04/02/2025	Montgomery, Tim	Attend call with Osler re SISP, CIBC engagement letter and HCSI.	1.00	\$ 725	\$ 725.00
04/02/2025	Mah, Emilia	Prepare variance report.	1.75	\$ 400	\$ 700.00
04/03/2025	Patel, Pritesh	Call with SG re [REDACTED]; call with CIBC re SISP; update call with Osler re [REDACTED].	2.25	\$ 875	\$ 1,968.75
04/03/2025	Fatima, Tahreem	Prepare weekly variance analysis and email to PTC; review weekly disbursements.	0.75	\$ 650	\$ 487.50
04/03/2025	Mah, Emilia	Continue preparing variance report.	0.50	\$ 400	\$ 200.00
04/04/2025	Montgomery, Tim	Review final Settlement Approval Order and request posting to the website.	0.25	\$ 725	\$ 181.25
04/04/2025	Mah, Emilia	Submit request for website update.	0.25	\$ 400	\$ 100.00
04/08/2025	Patel, Pritesh	Call with CIBC, PTC re SISP and next steps; call with CRO on same; emails with counsel re status of comments on SISP.	1.50	\$ 875	\$ 1,312.50
04/09/2025	Patel, Pritesh	Call with counsel re edits to SISP; meeting with SG team re HCSI; debrief with CRO on same; review and comments on revised SISP.	3.50	\$ 875	\$ 3,062.50
04/10/2025	Montgomery, Tim	Review disbursements and actual vs forecast variance analysis.	1.00	\$ 725	\$ 725.00
04/10/2025	Fatima, Tahreem	Review weekly variance analysis and prepare/send e-mail to PTC on same; review weekly disbursements.	0.75	\$ 650	\$ 487.50
04/10/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$ 400	\$ 600.00
04/11/2025	Patel, Pritesh	Review of comments on SISP, CIBC EL; update calls with CRO on same; call with Osler.	1.25	\$ 875	\$ 1,093.75
04/14/2025	Patel, Pritesh	Update call with CIBC re SISP; call with CRO re KERP; internal discussions re CF updates.	1.50	\$ 875	\$ 1,312.50
04/15/2025	Patel, Pritesh	Review of markup on CIBC engagement letter, call with counsel on same.	0.50	\$ 875	\$ 437.50
04/15/2025	Montgomery, Tim	Request various updates from the Company and professionals for the Updated CCAA Cash Flow.	0.50	\$ 725	\$ 362.50
04/16/2025	Patel, Pritesh	Review of emails re cash flows; calls with CRO re SISP updates; emails with PTC counsel re CIBC retention letter; email to CIBC on same.	1.75	\$ 875	\$ 1,531.25
04/16/2025	Montgomery, Tim	Review Updated CCAA Cash Flow and update to PTC regarding same.	2.75	\$ 725	\$ 1,993.75
04/16/2025	Fatima, Tahreem	Review updated cashflow and assumptions; prepare e-mail on same to PTC.	1.75	\$ 650	\$ 1,137.50
04/17/2025	Patel, Pritesh	Review of cash flow forecast, email to KPMG team on same; review of emails from CRO re SISP.	1.00	\$ 875	\$ 875.00
04/17/2025	Montgomery, Tim	Review weekly disbursements and actual vs forecast variance analysis.	1.50	\$ 725	\$ 1,087.50
04/17/2025	Fatima, Tahreem	Review variance analysis and prepare e-mail to PTC on same; update e-mail to PTC on cashflow update based on review and send to PTC.	1.25	\$ 650	\$ 812.50

04/17/2025	Mah, Emilia	Prepare weekly variance report.	0.75	\$ 400	\$ 300.00
04/21/2025	Patel, Pritesh	Review and comments on Seventh Report; call with Osler re SISP, HCSI and next steps; review of comments from CIBC re EL, call with PTC counsel on same.	3.25	\$ 875	\$ 2,843.75
04/21/2025	Montgomery, Tim	Discussion with Osler re SISP motion and next steps.	1.00	\$ 725	\$ 725.00
04/21/2025	Mah, Emilia	Preparation of fee affidavit for 7th report.	2.25	\$ 400	\$ 900.00
04/22/2025	Patel, Pritesh	Call with CIBC and counsel re EL; call with Osler, Gowlings, CRO re SISP, KERP, [REDACTED]; meeting with PTC re KERP, cashflows, SISP and next steps; debrief with CRO; calls with Osler re rescheduling of court date, comments on CIBC EL.	5.25	\$ 875	\$ 4,593.75
04/22/2025	Fatima, Tahreem	Update and roll cashflow; prepare actuals reporting for court report; fee affidavit review and discussion with E. Mah; review of draft CIM.	3.50	\$ 650	\$ 2,275.00
04/22/2025	Mah, Emilia	Review and update of fee affidavit for 7th report; internal discussion with T. Fatima regarding same.	2.50	\$ 400	\$ 1,000.00
04/23/2025	Patel, Pritesh	Call with Osler re HCSI; call with CRO re SISP and next steps; emails with PTC re [REDACTED].	1.50	\$ 875	\$ 1,312.50
04/23/2025	Montgomery, Tim	Review draft of CIM and Buyer list.	2.50	\$ 725	\$ 1,812.50
04/24/2025	Patel, Pritesh	Update call with CRO; review of further edits on EL from CIBC.	1.00	\$ 875	\$ 875.00
04/24/2025	Montgomery, Tim	Review actual vs forecast variance analysis; review weekly disbursements.	0.75	\$ 725	\$ 543.75
04/24/2025	Fatima, Tahreem	Prepare SG variance analysis and email to PTC re same; review weekly disbursements.	1.00	\$ 650	\$ 650.00
04/25/2025	Patel, Pritesh	Update call with CRO re CIBC EL; call with counsel re HCSI.	1.00	\$ 875	\$ 875.00
04/28/2025	Patel, Pritesh	Review of emails from Osler re HCSI; discussion with CRO re KERP, HCSI meeting; meeting with HCSI director; [REDACTED]; attendance on SG call re CIM comments; [REDACTED], call with counsel on same; review updated comments from CIBC re EL, discussion with Osler on same; discussion with CRO re Interco accounting, settlement of small claims matter; call with Osler on same.	5.75	\$ 875	\$ 5,031.25
04/28/2025	Montgomery, Tim	Update call with Osler re [REDACTED].	0.50	\$ 725	\$ 362.50
04/29/2025	Patel, Pritesh	Signing of CIBC engagement letter; calls with CRO re CIM, KERP, HCSI matters.	1.25	\$ 875	\$ 1,093.75
04/30/2025	Patel, Pritesh	Call with HCSI Director re CCAA proceedings; debrief call with CRO on same; calls with counsel re [REDACTED], HCSI; review of email from PTC re [REDACTED], call with counsel on same; attendance on CIM review call with CIBC and SG teams.	2.75	\$ 875	\$ 2,406.25
04/30/2025	Fatima, Tahreem	Prepare and send DIP draw request.	0.50	\$ 650	\$ 325.00
<b>Subtotal</b>			<b>72.50</b>	<b>\$ 54,743.75</b>	

This is Exhibit “C” referred to in the Affidavit of  
Pritesh Patel, sworn before me on  
May 26, 2025

*Angelina Hung*

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Commissioner for Taking Affidavits, etc.

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2026

**KPMG Inc.**  
**in its capacity as Monitor of**  
**the Crown Crest Leasing Group**  
**Statement of accounts**

**Exhibit C**

<b>Staff member</b>	<b>Number of hours</b>	<b>Hourly rate</b>	<b>Amount</b>
<b>Senior Vice President</b>			
Pritesh Patel	211.50	\$850 - \$875	\$ 183,837.50
Simon Proulx	1.25	\$850	\$ 1,081.25
<b>Director</b>			
Tim Montgomery	145.05	\$700 - \$725	\$ 103,810.00
<b>Senior Manager</b>			
Tahreem Fatima	65.25	\$550 - \$650	\$ 40,962.50
Marcos Tabatschnic	15.50	\$650 - \$700	\$ 10,225.00
Adam Moledina	8.25	\$650	\$ 5,362.50
<b>Consultant</b>			
Emilia Mah	46.75	\$400	\$ 18,700.00
<b>Technician</b>			
Angelina Hung	1.30	\$275	\$ 357.50
<b>Total</b>	<b>494.85</b>		<b>\$ 364,336.25</b>

**Blended average hourly rate: \$ 736.26**

# APPENDIX "T"

**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 CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST**

**PEOPLES TRUST COMPANY**

**Applicant**

- and -

**CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP, AND CROWN CREST CAPITAL TRUST**

**Respondents**

**AFFIDAVIT OF MARTINO CALVARUSO**

(sworn May 26, 2025)

I, Martino Calvaruso, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a partner with the law firm of Osler, Hoskin & Harcourt LLP (“**Osler**”), which is counsel to KPMG Inc. in its capacity as Court-appointed monitor (in such capacity, the “**Monitor**”) of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp, Crown Crest Capital Management Corp., Crown Crest Funding Corp., and

Crown Crest Capital Trust (collectively, the “**Respondents**”) in their proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**” and the related proceedings, the “**CCAA Proceedings**”) pursuant to the Order granted on November 9, 2023 (as amended and restated on November 17, 2023, the “**Amended and Restated Initial Order**”) by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and where so stated I verily believe it to be true.

2. This affidavit is made in support of a motion to be heard on June 2, 2025, by the Monitor for an Order seeking, among other things, approval of the fees and disbursements of Osler in its capacity as legal counsel for the Monitor for the period from August 1, 2024, to April 30, 2025 (the “**Approval Period**”).

3. Pursuant to paragraph 27 of the Amended and Restated Initial Order, the Monitor and its legal counsel are to be paid their reasonable fees and disbursements, in each case, at their standard rates and charges, by the Respondents as part of the costs of the CCAA Proceedings. Pursuant to paragraph 28 of the Amended and Restated Initial Order, the Monitor and its legal counsel are required to pass their accounts from time to time, and for that purpose, the accounts of the Monitor and its legal counsel are referred to the Court.

4. Attached hereto and marked as **Exhibit “A”** are true copies of the accounts (the “**Osler Accounts**”) rendered by Osler to the Monitor for Approval Period. The Osler Accounts have been redacted to remove privileged, confidential and sensitive information.

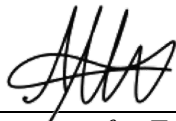
5. Attached hereto as **Exhibit “B”** is a schedule summarizing the Osler Accounts in respect of the Approval Period. As shown in the summary, Osler incurred fees and disbursements during

the Approval Period totaling \$896,580.01 comprising of fees of \$787,213.00, disbursements of \$6,337.62 and taxes of \$103,029.39. All amounts billed were at Osler's standard rates and charges.

6. Attached hereto as **Exhibit "C"** is a schedule summarizing the respective years of call and billing rates of each of the professionals at Osler that rendered services to the Monitor, the hours worked by each such individual and a blended hourly rate for fees incurred during the Approval Period. As shown in the summary, Osler incurred a total of 814.60 hours in connection with this matter during the Approval Period at an average hourly rate of \$966.38.

7. To the best of my knowledge, the rates charged by Osler during the Approval Period are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe that the total hours, fees and disbursements incurred by Osler during the Approval Period are reasonable and appropriate in the circumstances.

**SWORN BEFORE ME** this 26<sup>th</sup> day of May, 2025. The affiant and the commissioner were located in the City of Toronto, in the Province of Ontario.

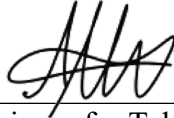


*Commissioner for Taking Affidavits*



**MARTINO CALVARUSO**

THIS IS EXHIBIT "A" REFERRED TO IN  
THE AFFIDAVIT OF MARTINO CALVARUSO  
SWORN BEFORE ME ON THIS 26<sup>th</sup> DAY OF MAY 2025



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A Commissioner for Taking Affidavits

**EXHIBIT A**

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 12935699  
Date: September 17, 2024  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	219,096.50
REIMBURSABLE EXPENSES	4,003.04
HST @ 13%	29,002.95
<b>TOTAL (CAD):</b>	<b>252,102.49</b>

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



We are committed to protecting the environment. Please provide your email address to [payments@osler.com](mailto:payments@osler.com) to receive invoices and reminder statements electronically.



### REMITTANCE ADVICE

#### Canadian Dollars EFT and Wire Payments:

TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTTOR

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

#### Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Please return remittance advice(s) with cheque.

Invoice No.: 12935699  
Payor ID: 200703  
Amount: 252,102.49 CAD

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	11.30	1,100	12,430.00
Jacqueline Code	2.10	1,235	2,593.50
Shawn T. Irving	63.50	1,130	71,755.00
Christine Jackson	18.00	895	16,110.00
Elizabeth Sale	0.30	1,105	331.50
Marc Wasserman	3.50	1,500	5,250.00
<u>ASSOCIATE</u>			
Madison Black	40.90	670	27,403.00
Marleigh Dick	48.10	735	35,353.50
Chloe Duggal	6.30	590	3,717.00
Adam Margeson	10.60	735	7,791.00
Ryan McCabe	43.90	625	27,437.50
Lucas Versteegh	10.90	795	8,665.50
<u>OTHER</u>			
Laurene Kortner	0.70	370	259.00
<b>TOTAL FEES (CAD):</b>	<b>260.10</b>		<b>219,096.50</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Aug-01-24	Madison Black	Reviewing consumer protection legislation regarding direct sales, HVAC products and leases.	9.10
Aug-01-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding mediation matters.	0.30
Aug-01-24	Christine Jackson	[REDACTED]; instructions to M. Black and R. McCabe on same.	1.20
Aug-01-24	Ryan McCabe	Coordinating with C. Jackson and M. Black; reviewing consumer protection act legislation and compiling list of relevant provisions; [REDACTED]; reviewing Ontario's consumer protection act regarding same.	4.70
Aug-02-24	Madison Black	Reviewing consumer protection legislation regarding direct sales, HVAC products and leases.	4.30

Aug-02-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on mediation status meetings with PTC's counsel and class action counsel.	1.30
Aug-02-24	Marleigh Dick	Attending calls with Gowling and Sotos regarding upcoming mediation; attending to follow-up tasks; preparing mediation brief.	2.00
Aug-02-24	Shawn T. Irving	Attending call with DIP Lender to discuss mediation; attending to various correspondence with Krimker counsel; reviewing Krimker disclosure; attending call with Sotos regarding mediation; reviewing correspondence from Sotos regarding NOSI buyout; addressing same; correspondence with CRO regarding same; [REDACTED]; [REDACTED]; reviewing policy information.	3.50
Aug-02-24	Ryan McCabe	Drafting mediation brief; reviewing case law; coordinating with M. Black regarding same.	7.60
Aug-03-24	Madison Black	Reviewing consumer protection legislation regarding direct sales, HVAC products and leases.	4.10
Aug-04-24	Marleigh Dick	Drafting mediation brief of the Monitor.	3.10
Aug-05-24	Madison Black	Reviewing consumer protection legislation regarding direct sales, HVAC products and leases.	3.10
Aug-05-24	Marleigh Dick	Drafting mediation brief of the Monitor.	3.30
Aug-05-24	Chloe Duggal	Drafting SISP Procedure.	2.10
Aug-05-24	Ryan McCabe	Drafting table of relevant CPA legislation.	4.80
Aug-06-24	Madison Black	Reviewing consumer protection legislation regarding direct sales, HVAC products and leases.	7.10
Aug-06-24	Shawn T. Irving	[REDACTED]	1.40
Aug-06-24	Christine Jackson	[REDACTED]	4.90
Aug-06-24	Ryan McCabe	Drafting table of relevant CPA legislation.	4.40
Aug-06-24	Ryan McCabe	[REDACTED];	7.00
Aug-06-24	Lucas Versteegh	[REDACTED]	1.20
Aug-07-24	Madison Black	Reviewing consumer protection legislation regarding direct sales, HVAC products and leases.	13.20

Aug-07-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED].	1.20
Aug-07-24	Marleigh Dick	[REDACTED]; drafting mediation brief.	6.90
Aug-07-24	Shawn T. Irving	[REDACTED]; reviewing SG mediation brief; reviewing PTC mediation brief; reviewing Krimker mediation brief; correspondence with Krimker counsel regarding attendance at mediation; various correspondence with mediator.	4.10
Aug-07-24	Christine Jackson	[REDACTED].	5.20
Aug-07-24	Ryan McCabe	Reviewing mediation briefs received from corporate defendants; [REDACTED] coordinating with C. Jackson regarding same.	5.50
Aug-07-24	Ryan McCabe	[REDACTED]; [REDACTED]; coordinating with C. Jackson.	6.40
Aug-07-24	Lucas Versteegh	[REDACTED].	2.20
Aug-07-24	Marc Wasserman	Attending discussions regarding mediation.	1.00
Aug-08-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status meeting with CRO's counsel.	0.60
Aug-08-24	Marleigh Dick	Drafting mediation brief of the Monitor.	1.50
Aug-08-24	Shawn T. Irving	Reviewing draft mediation brief; revising same; [REDACTED]; [REDACTED]; reviewing case law; discussions with M. Dick regarding brief; [REDACTED].	6.70
Aug-08-24	Christine Jackson	[REDACTED].	3.80
Aug-08-24	Ryan McCabe	[REDACTED]; coordinating with C. Jackson; reviewing consumer protection act.	3.00
Aug-08-24	Lucas Versteegh	[REDACTED].	0.30

Aug-09-24	Martino Calvaruso	Attending on email correspondence regarding file matters; reviewing defendants' mediation briefs and related materials.	2.00
Aug-09-24	Marleigh Dick	Drafting mediation brief of the Monitor.	4.80
Aug-09-24	Shawn T. Irving	Reviewing and providing comments on draft mediation brief; discussions with M. Dick regarding same.	1.50
Aug-09-24	Christine Jackson	[REDACTED].	0.50
Aug-09-24	Ryan McCabe	[REDACTED]; coordinating with C. Jackson same.	0.50
Aug-09-24	Lucas Versteegh	Reviewing and considering edits to a draft mediation brief.	1.10
Aug-11-24	Marleigh Dick	Drafting mediation brief of the Monitor.	1.10
Aug-11-24	Christine Jackson	Reviewing mediator's brief and comments on same; [REDACTED].	2.40
Aug-11-24	Lucas Versteegh	Reviewing and considering edits to a draft mediation brief.	3.20
Aug-12-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing defendants' mediation briefs; reviewing and revising draft mediation brief of the monitor and considering same.	3.30
Aug-12-24	Marleigh Dick	Drafting mediation brief.	2.30
Aug-12-24	Shawn T. Irving	Reviewing C. Jackson comments on mediation brief and considering same; [REDACTED] considering response; correspondence with M. Wasserman and M. Calvaruso regarding same; reviewing and providing comments on revised draft mediation brief; calls with M. Dick regarding same; correspondence with L. Versteegh regarding mediation brief.	3.00
Aug-12-24	Laurene Kortner	[REDACTED].	0.70
Aug-12-24	Elizabeth Sale	Attending call with L. Versteegh regarding HVAC leases.	0.30
Aug-12-24	Lucas Versteegh	Reviewing and considering edits to a draft mediation brief.	2.90
Aug-13-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing draft mediation brief of the monitor; reviewing agreement to mediate.	1.00
Aug-13-24	Marleigh Dick	Drafting mediation brief of the Monitor.	1.50

Aug-13-24	Shawn T. Irving	Revising mediation brief; discussions with M. Dick and M. Calvaruso regarding same; correspondence with mediator.	2.50
Aug-13-24	Marc Wasserman	Reviewing mediation brief and discussing same with S. Irving.	1.50
Aug-14-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft mediation brief of the monitor.	1.30
Aug-14-24	Marleigh Dick	Finalizing and serving mediation brief of the Monitor; attending to logistics for mediation; [REDACTED].	2.20
Aug-14-24	Shawn T. Irving	[REDACTED]; [REDACTED]; discussions with M. Dick regarding same; call with M. Wasserman regarding brief; reviewing and revising brief and finalizing same.	3.40
Aug-15-24	Marleigh Dick	Preparing for and attending to logistics for mediation.	2.00
Aug-15-24	Shawn T. Irving	Attending to correspondence with parties regarding mediation; [REDACTED]; correspondence with mediator regarding mediation logistics.	1.50
Aug-16-24	Marleigh Dick	Attending to logistics for mediation.	0.50
Aug-16-24	Shawn T. Irving	Attending call with T. McEwen to discuss mediation; various correspondence with M. Dick regarding mediation logistics.	1.40
Aug-16-24	Marc Wasserman	Attending to discussions with mediator in advance of mediation.	1.00
Aug-19-24	Marleigh Dick	Preparing for and attending mediation; attending to follow-up tasks.	6.00
Aug-19-24	Shawn T. Irving	Telephone call with Mr. McEwen in advance of mediation; attending mediation; call with A. Margeson regarding research.	9.40
Aug-19-24	Adam Margeson	Call with M. Dick and S. Irving; reviewing case law.	3.40
Aug-20-24	Jacqueline Code	[REDACTED]; revising draft email summarizing argument.	1.40
Aug-20-24	Marleigh Dick	Preparing for and attending mediation; attending to follow-up tasks.	6.50
Aug-20-24	Shawn T. Irving	Attending meeting with J. Code, A. Margeson and M. Dick to discuss research; attending mediation; reviewing results of research.	9.40
Aug-20-24	Adam Margeson	Call with M. Dick and S. Irving; reviewing case.	7.20
Aug-21-24	Jacqueline Code	[REDACTED].	0.70

Aug-21-24	Marleigh Dick	Preparing for and attending mediation; conducting research for mediation.	4.00
Aug-21-24	Shawn T. Irving	[REDACTED]; attending mediation; correspondence with M. Wasserman regarding same.	9.10
Aug-22-24	Shawn T. Irving	Attending to correspondence with mediator regarding additional mediation dates.	0.40
Aug-23-24	Shawn T. Irving	Correspondence with mediator regarding additional dates; correspondence with counsel.	0.50
Aug-27-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding sales process matters.	0.30
Aug-27-24	Chloe Duggal	Revising SISP Procedure and attending to correspondence on same.	1.20
Aug-27-24	Shawn T. Irving	Correspondence with PTC regarding mediation issues; reviewing draft SISP and providing comments on same; call with M. Calvaruso regarding same.	3.50
Aug-28-24	Chloe Duggal	Preparing and attending to meeting with D. Ullmann and attending to correspondence on same.	2.40
Aug-29-24	Chloe Duggal	Revising SISP and attending to correspondence on same.	0.60
Aug-29-24	Shawn T. Irving	Correspondence with counsel regarding additional mediation dates; correspondence with mediator's office regarding same; reviewing and providing comments on draft SISP; correspondence with C. Duggal regarding same; correspondence with M. Dick and Court Office regarding stay extension; correspondence with M. Spence regarding same.	1.50
Aug-30-24	Marleigh Dick	Attending to logistics for stay extension motion.	0.40
Aug-30-24	Shawn T. Irving	Attending call with C. Prophet regarding mediation [REDACTED]; correspondence with M. Dick regarding same; correspondence with Court office regarding scheduling stay extension motion; correspondence with C. Prophet and M. Spence regarding same.	0.70

**TOTAL HOURS:** **260.10**

### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Meal Expenses	3,731.44
On-line Database Services	0.00
Printing Costs	271.60
<b>TOTAL (CAD):</b>	<b>4,003.04</b>

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 12946862  
Date: October 31, 2024  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	56,416.50
REIMBURSABLE EXPENSES	1,153.48
HST @ 13%	7,484.10
<b>TOTAL (CAD):</b>	<b>65,054.08</b>

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



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### REMITTANCE ADVICE

#### Canadian Dollars EFT and Wire Payments:

TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTOR

#### Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Invoice No.: 12946862  
Payor ID: 200703  
Amount: 65,054.08 CAD

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

Please return remittance advice(s) with cheque.

**OUTSTANDING INVOICE SUMMARY**

CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
12935699	Sep-17-24	219,096.50	4,003.04	29,002.95	252,102.49	252,102.49
12946862	Oct-31-24	56,416.50	1,153.48	7,484.10	65,054.08	65,054.08
<b>TOTAL OUTSTANDING (CAD)</b>		<b>275,513.00</b>	<b>5,156.52</b>	<b>36,487.05</b>	<b>317,156.57</b>	<b>317,156.57</b>

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	7.00	1,100	7,700.00
Shawn T. Irving	26.40	1,130	29,832.00
<u>ASSOCIATE</u>			
Marleigh Dick	0.40	735	294.00
Chloe Duggal	8.50	590	5,015.00
Sierra Farr	13.60	590	8,024.00
Adam Margeson	6.30	735	4,630.50
<u>PARAPROFESSIONAL</u>			
Kevin MacEachern	1.80	310	558.00
Khrystal Mittoo-Thomas	1.10	330	363.00
<b>TOTAL FEES (CAD):</b>	<b>65.10</b>		<b>56,416.50</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Sep-05-24	Marleigh Dick	Preparing court materials for stay extension hearing; attending meeting with S. Farr regarding same.	0.40
Sep-05-24	Sierra Farr	Being onboarded onto file.	0.30
Sep-09-24	Shawn T. Irving	[REDACTED]; [REDACTED] considering cash flow issues; correspondence with C. Duggal regarding fee affidavits.	1.00
Sep-10-24	Martino Calvaruso	Attending on email correspondence regarding mediation matters.	0.20
Sep-10-24	Sierra Farr	Reviewing correspondence regarding mediation and upcoming motion.	0.60

Sep-10-24	Shawn T. Irving	[REDACTED]; correspondence with DIP lender regarding same; [REDACTED]; [REDACTED]; correspondence with mediator.	0.70
Sep-11-24	Shawn T. Irving	Reviewing certification submissions delivered by plaintiffs' counsel; reviewing summary judgment submissions delivered by plaintiffs' counsel.	1.00
Sep-12-24	Shawn T. Irving	Various correspondence with M. Calvaruso regarding mediation issues; [REDACTED].	0.70
Sep-13-24	Chloe Duggal	Reviewing invoices in connection with fee affidavit; drafting and revising fee affidavit; attending to correspondence with S. Irving and M. Calvaruso in connection with same; reviewing fee affidavit amounts and corresponding documents.	4.40
Sep-15-24	Chloe Duggal	Reviewing and revising invoices in connection with fee affidavit; revising fee affidavit; attending to correspondence with S. Irving and M. Calvaruso on same.	1.20
Sep-15-24	Shawn T. Irving	Reviewing and providing comments on draft fee affidavit; [REDACTED]; [REDACTED]; correspondence with C. Duggal regarding same; correspondence with M. Calvaruso regarding fee approval motion; [REDACTED].	1.90
Sep-16-24	Chloe Duggal	Reviewing and revising invoices in connection with fee affidavit; revising fee affidavit; attending to correspondence with S. Irving, and M. Calvaruso on same; reviewing and revising third stay extension order; attending to discussion with S. Farr to discuss next steps.	1.10
Sep-16-24	Sierra Farr	Finalizing details for mediation.	1.10
Sep-16-24	Shawn T. Irving	Various correspondence regarding fee approval affidavit.	0.50
Sep-17-24	Chloe Duggal	Reviewing and revising invoices in connection to third stay extension hearing and attending to correspondence on same.	1.10
Sep-17-24	Sierra Farr	Reviewing Monitor's report.	1.80
Sep-17-24	Shawn T. Irving	Attending call with mediator to discuss upcoming mediation session; correspondence with M. Spence regarding Prosperi affidavit; reviewing draft Monitor's Report; providing comments on same; correspondence with C. Prophet regarding DIP amendment.	1.50
Sep-18-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft fourth report of Monitor, reviewing and revising draft third stay extension order; reviewing draft affidavit of J. Prosperi.	2.80

Sep-18-24	Chloe Duggal	Drafting and revising third stay extension order; attending to correspondence with S. Irving on same.	0.70
Sep-18-24	Sierra Farr	Drafting Notice of Motion and revising report; preparing for mediation on September 19.	3.00
Sep-18-24	Shawn T. Irving	Reviewing and revising Monitor's Report; reviewing and providing comments on Prosperi affidavit; revising order; revising fee affidavits; correspondence with C. Prophet regarding DIP amendment; [REDACTED]	3.60
Sep-18-24	Adam Margeson	Drafting stay extension factum.	3.70
Sep-18-24	Khrystal Mittoo-Thomas	Compiling and finalizing motion record for stay extension and other relief.	0.30
Sep-19-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on mediation; reviewing and revising draft fee affidavit and finalizing same; reviewing revised draft third stay extension order and fourth report of Monitor.	3.00
Sep-19-24	Sierra Farr	Preparing for and attending mediation; preparing for and serving motion record.	4.40
Sep-19-24	Shawn T. Irving	Finalizing and serving motion record for stay extension; attending mediation.	10.50
Sep-19-24	Adam Margeson	Drafting stay extension factum; reviewing documents.	2.60
Sep-19-24	Khrystal Mittoo-Thomas	Compiling and finalizing motion record for stay extension and other relief.	0.80
Sep-20-24	Sierra Farr	Reviewing factum.	0.50
Sep-21-24	Shawn T. Irving	Reviewing and providing comments on draft factum; correspondence with S. Farr regarding same; correspondence with Sotos regarding mediation.	0.60
Sep-23-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on mediation meeting.	1.00
Sep-23-24	Sierra Farr	Serving and filing factum.	0.60
Sep-23-24	Shawn T. Irving	Attending call with C. Prophet regarding mediation issues; attending call with class action parties to discuss mediation issues.	1.00
Sep-23-24	Kevin MacEachern	Attending to Commercial Court online portal; submitting motion record, factum and fourth report of Monitor.	0.50

Sep-24-24	Sierra Farr	Preparing participant information form and order.	0.90
Sep-25-24	Sierra Farr	Issuing and entering order.	0.20
Sep-25-24	Shawn T. Irving	Preparing for and attending motion with Justice Conway; attending call with M. Spence regarding motion; reviewing endorsement.	2.10
Sep-25-24	Kevin MacEachern	Communicating with S. Farr with respect to court's acceptance of motion materials for filing.	0.30
Sep-25-24	Kevin MacEachern	Attending to Commercial Court online portal; submitting signed third stay extension order for court processing.	0.50
Sep-26-24	Sierra Farr	Serving order.	0.20
Sep-26-24	Kevin MacEachern	Communicating with court staff to secure issued third stay extension order.	0.50
Sep-27-24	Shawn T. Irving	Correspondence with class action counsel regarding settlement discussions.	0.30
Sep-30-24	Shawn T. Irving	Reviewing certification materials filed by defendants; correspondence with M. Dick regarding attendance at certification hearing.	1.00
<b>TOTAL HOURS:</b>			<b>65.10</b>

#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Meal Expenses	1,153.48
Printing Costs	0.00
Telecommunications Charges	0.00
<b>TOTAL (CAD):</b>	<b><u>1,153.48</u></b>

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 12957307  
Date: November 25, 2024  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	40,757.00
REIMBURSABLE EXPENSES *	339.00
HST @ 13%	5,298.41
<b>TOTAL (CAD):</b>	<b>46,394.41</b>

\* Includes non-taxable expenses of 339.00 CAD

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



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### REMITTANCE ADVICE

#### Canadian Dollars EFT and Wire Payments:

TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTOR

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

#### Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Please return remittance advice(s) with cheque.

Invoice No.: 12957307  
Payor ID: 200703  
Amount: 46,394.41 CAD

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	2.10	1,100	2,310.00
Shawn T. Irving	22.10	1,130	24,973.00
Marc Wasserman	1.20	1,500	1,800.00
<u>ASSOCIATE</u>			
Marleigh Dick	15.00	735	11,025.00
Sierra Farr	1.10	590	649.00
<b>TOTAL FEES (CAD):</b>	<b>41.50</b>		<b>40,757.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Oct-01-24	Marleigh Dick	Attending summary judgment and certification hearing.	5.00
Oct-01-24	Shawn T. Irving	Attending certification hearing; correspondence with class action parties regarding settlement; reviewing and providing comments on term sheet; [REDACTED].	4.10
Oct-02-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding mediation matters.	0.40
Oct-02-24	Marleigh Dick	Attending all counsel meeting regarding class action settlement.	1.30
Oct-02-24	Sierra Farr	Preparing for and attending hearing.	1.10
Oct-02-24	Shawn T. Irving	Reviewing revised settlement term sheet and considering same; attending calls with class action parties to discuss term sheet; [REDACTED]; [REDACTED].	2.00
Oct-03-24	Marleigh Dick	Corresponding with court regarding case conference; preparing aide memoire.	0.50
Oct-03-24	Shawn T. Irving	Correspondence with C. Prophet regarding case conference; drafting email to Conway J requesting case conference dates; discussions with M. Dick regarding aide memoire; correspondence with court.	1.00
Oct-04-24	Marleigh Dick	Attending to logistics for upcoming case conference before Justice Conway; drafting aide memoire for case conference.	1.80
Oct-07-24	Marleigh Dick	Preparing aide memoire for case conference.	1.00

Oct-08-24	Marleigh Dick	Finalizing aide memoire for case conference; attending to logistics for case conference.	0.60
Oct-09-24	Marleigh Dick	Preparing for case conference before Justice Conway.	2.00
Oct-10-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED].	0.50
Oct-10-24	Marleigh Dick	Preparing for and attending case conference before Justice Conway; attending to follow-up tasks.	2.80
Oct-10-24	Marc Wasserman	Preparing for and attending case conference; engaged in debriefing discussions.	1.20
Oct-15-24	Shawn T. Irving	Attending to correspondence with class counsel regarding noticing program and contact with class members; [REDACTED].	1.00
Oct-16-24	Shawn T. Irving	[REDACTED]; reviewing same; [REDACTED].	1.00
Oct-21-24	Shawn T. Irving	Attending to correspondence with opposing counsel regarding class action settlement.	0.50
Oct-22-24	Shawn T. Irving	Considering CCAA settlement approval issues; attending call with C. Prophet to discuss same; correspondence with Sotos regarding case conference; reviewing letter regarding same.	1.50
Oct-23-24	Shawn T. Irving	Attending case conference with Justice Akbarali to discuss class action settlement; [REDACTED].	1.00
Oct-28-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal meeting regarding draft class action settlement agreement; reviewing same.	1.00
Oct-28-24	Shawn T. Irving	[REDACTED]; considering same; reviewing and providing comments on draft settlement agreement; [REDACTED]; discussions with M. Calvaruso regarding same; attending call with M. Wasserman and M. Calvaruso regarding same; correspondence with C. Prophet regarding same; correspondence with Court regarding class action approval; reviewing endorsement; [REDACTED].	4.00

Oct-29-24	Shawn T. Irving	Reviewing and providing comments on draft settlement agreement; attending call with C. Prophet regarding same; attending call with Sotos regarding same; [REDACTED] considering same.	2.00
Oct-30-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.20
Oct-30-24	Shawn T. Irving	Attending to correspondence with class counsel; [REDACTED]; revising draft agreement and providing comments on class action parties; correspondence with PTC regarding same.	2.40
Oct-31-24	Shawn T. Irving	Reviewing revised settlement agreement and providing comments on same; correspondence with Sotos; [REDACTED]; call with M. Spence regarding settlement agreement.	1.60

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**TOTAL HOURS:** **41.50**

**EXPENSE SUMMARY**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<u>EXPENSES - NON-TAXABLE</u>	
Notice of Motion	339.00
<b>TOTAL (CAD):</b>	<b>339.00</b>

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 12967521  
Date: December 13, 2024  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	12,410.50
HST @ 13%	1,613.37
<b>TOTAL (CAD):</b>	<b>14,023.87</b>

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



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### REMITTANCE ADVICE

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TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTOR

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#### Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Please return remittance advice(s) with cheque.

Invoice No.: 12967521  
Payor ID: 200703  
Amount: 14,023.87 CAD

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	1.60	1,100	1,760.00
Shawn T. Irving	9.10	1,130	10,283.00
<u>ASSOCIATE</u>			
Marleigh Dick	0.50	735	367.50
<b>TOTAL FEES (CAD):</b>	<b>11.20</b>		<b>12,410.50</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Nov-01-24	Shawn T. Irving	Reviewing revisions to settlement agreement; [REDACTED]; [REDACTED]; arranging for execution of SA on behalf of Monitor; correspondence with Sotos regarding same.	1.00
Nov-04-24	Shawn T. Irving	Attending case conference with Justice Akbarali; reviewing revised court materials delivered by Sotos; [REDACTED]; [REDACTED].	2.20
Nov-11-24	Shawn T. Irving	[REDACTED]; discussions with M. Calvaruso regarding same.	0.50
Nov-12-24	Shawn T. Irving	Reviewing RFP for administrator position; drafting email to M. Wasserman and M. Calvaruso regarding issue.	0.50
Nov-13-24	Martino Calvaruso	Attending on internal status meeting.	0.10
Nov-13-24	Shawn T. Irving	Discussions with M. Wasserman regarding class action administrator role and SISP; [REDACTED]; call with Sotos regarding same.	0.50
Nov-14-24	Shawn T. Irving	Various correspondence with class counsel and court regarding questions from Justice Akbarali regarding notice program.	0.20
Nov-15-24	Marleigh Dick	Scheduling case conference before Justice Conway.	0.50
Nov-15-24	Shawn T. Irving	Attending to correspondence with M. Dick regarding case conference with CCAA Court regarding class action settlement; correspondence with stakeholders.	0.40
Nov-26-24	Shawn T. Irving	Discussions with class counsel regarding class action administration and next steps in class action; considering issues for aide memoire; [REDACTED].	0.50

Nov-27-24	Shawn T. Irving	[REDACTED]; correspondence with M. Calvaruso regarding same; reviewing amended.	1.60
Nov-28-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED].	0.50
Nov-28-24	Shawn T. Irving	[REDACTED]; attending call with M. Calvaruso regarding [REDACTED] and CCAA issues.	0.50
Nov-29-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED].	1.00
Nov-29-24	Shawn T. Irving	[REDACTED].	1.20

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<b>TOTAL HOURS:</b>	<b>11.20</b>
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**EXPENSE SUMMARY**

DESCRIPTION	AMOUNT
<b>TOTAL (CAD):</b>	<b>0.00</b>

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile

OSLER

## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 12977838  
Date: January 23, 2025  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	16,380.00
REIMBURSABLE EXPENSES	114.00
HST @ 13%	2,144.22
<b>TOTAL (CAD):</b>	<b>18,638.22</b>

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TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTTOR

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

#### Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Please return remittance advice(s) with cheque.

Invoice No.: 12977838  
Payor ID: 200703  
Amount: 18,638.22 CAD

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	4.20	1,100	4,620.00
Jacqueline Code	0.60	1,235	741.00
Shawn T. Irving	5.40	1,130	6,102.00
<u>ASSOCIATE</u>			
Marleigh Dick	3.80	735	2,793.00
Albina Mamonkina	3.60	590	2,124.00
<b>TOTAL FEES (CAD):</b>	<b>17.60</b>		<b>16,380.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Dec-03-24	Marleigh Dick	Preparing aide memoire for case conference.	0.40
Dec-04-24	Marleigh Dick	Drafting aide memoire of the Monitor for upcoming case conference.	1.10
Dec-05-24	Marleigh Dick	Revising aide memoire for case conference.	1.40
Dec-05-24	Shawn T. Irving	Discussions with M. Dick regarding aide memoire.	0.60
Dec-06-24	Marleigh Dick	Finalizing and serving aide memoire for upcoming case conference.	0.50
Dec-06-24	Shawn T. Irving	Reviewing draft aide memoire; providing comments on same; correspondence with M. Dick regarding same.	0.40
Dec-09-24	Shawn T. Irving	Preparing for and attending case conference with Justice Conway; correspondence with M. Dick regarding same.	1.00
Dec-10-24	Marleigh Dick	Attending to logistics for stay extension hearing.	0.40
Dec-13-24	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
Dec-16-24	Shawn T. Irving	Reviewing [REDACTED] documentation; [REDACTED].	1.50
Dec-17-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing [REDACTED]; attending on internal meeting regarding same.	1.40
Dec-17-24	Jacqueline Code	[REDACTED].	0.60

Dec-17-24	Shawn T. Irving	[REDACTED]; attending call with J. Code to discuss same.	1.00
Dec-18-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED].	1.20
Dec-18-24	Shawn T. Irving	[REDACTED].	0.60
Dec-19-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal meeting regarding [REDACTED].	0.80
Dec-19-24	Shawn T. Irving	[REDACTED].	0.30
Dec-19-24	Albina Mamonkina	Meeting internally; reviewing documents pertaining to leases.	1.00
Dec-20-24	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED].	0.50
Dec-27-24	Albina Mamonkina	Communicating internally; reviewing documents pertaining to leases [REDACTED].	2.60
Dec-31-24	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.10
<b>TOTAL HOURS:</b>			<b>17.60</b>

**EXPENSE SUMMARY**

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Printing Costs	0.00
OnCorp Fees for Searches/Certificates/Filings	114.00
<b>TOTAL (CAD):</b>	<b>114.00</b>

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 12998112  
Date: March 11, 2025  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	133,354.00
REIMBURSABLE EXPENSES *	389.10
HST @ 13%	17,342.53
<b>TOTAL (CAD):</b>	<b>151,085.63</b>

\* Includes non-taxable expenses of 339.00 CAD

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(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Please return remittance advice(s) with cheque.

Invoice No.: 12998112  
Payor ID: 200703  
Amount: 151,085.63 CAD

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	24.80	1,250	31,000.00
Jacqueline Code	0.50	1,300	650.00
Richard Fullerton	3.70	1,330	4,921.00
Shawn T. Irving	37.40	1,200	44,880.00
Marc Wasserman	9.90	1,650	16,335.00
<u>ASSOCIATE</u>			
Marleigh Dick	23.80	810	19,278.00
Chloe Duggal	1.00	680	680.00
Albina Mamonkina	16.70	630	10,521.00
Adam Margeson	5.40	810	4,374.00
<u>PARAPROFESSIONAL</u>			
Julie Harvey	0.40	325	130.00
Kevin MacEachern	1.80	325	585.00
<b>TOTAL FEES (CAD):</b>	<b>125.40</b>		<b>133,354.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Jan-01-25	Marleigh Dick	Reviewing report for stay extension motion; drafting stay extension order and notice of motion.	3.00
Jan-02-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft fifth report of the monitor; reviewing and revising draft stay extension order.	2.30
Jan-02-25	Marleigh Dick	Drafting factum for stay extension motion; revising draft report for stay extension motion.	2.90
Jan-02-25	Shawn T. Irving	Attending to correspondence with M. Calvaruso and M. Dick regarding stay extension materials; reviewing draft report; reviewing draft order; reviewing DIP amendment.	1.00
Jan-03-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft fifth report of the monitor; reviewing and revising draft affidavit of J. Prosperi; reviewing draft notice of motion; [REDACTED]; reviewing DIP amendment.	2.40
Jan-03-25	Marleigh Dick	Finalizing court materials for stay extension motion.	4.50

Jan-03-25	Shawn T. Irving	Reviewing and providing comments on draft Monitor's report; reviewing and providing comments on draft notice of motion; correspondence with M. Dick and M. Calvaruso regarding same.	1.50
Jan-04-25	Marleigh Dick	Finalizing, serving and filing court materials for stay extension motion; drafting stay extension factum.	2.40
Jan-05-25	Martino Calvaruso	Attending on email correspondence; reviewing draft stay extension factum.	1.00
Jan-05-25	Shawn T. Irving	Reviewing and providing comments on draft factum; correspondence with M. Dick.	0.70
Jan-06-25	Marleigh Dick	Finalizing and serving stay extension factum; attending to service logistics and filing matters.	1.00
Jan-07-25	Kevin MacEachern	Attending to Commercial Court online portal; submitting motion record, factum and fifth report of the monitor.	0.50
Jan-08-25	Marleigh Dick	Attending to logistics for stay extension hearing.	0.40
Jan-08-25	Shawn T. Irving	Preparing for hearing.	0.50
Jan-08-25	Kevin MacEachern	Communicating with M. Dick with respect to court's acceptance of motion materials for filing.	0.30
Jan-09-25	Martino Calvaruso	Attending on email correspondence; attending on stay extension hearing; reviewing issued endorsement.	0.60
Jan-09-25	Marleigh Dick	Preparing for and attending stay extension hearing; attending to follow-up tasks.	0.70
Jan-09-25	Shawn T. Irving	Preparing for and attending stay extension and DIP amendment hearing; attending call with C. Prophet regarding settlement approval issues; reviewing class objections.	2.50
Jan-09-25	Shawn T. Irving		5.10
Jan-09-25	Kevin MacEachern	Attending to Commercial Court online portal; submitting signed stay extension order for processing and following up with court staff to secure issued version of same.	1.00

Jan-09-25	Marc Wasserman	Corresponding internally regarding upcoming hearing; preparing for and attending on stay extension hearing; reviewing issued endorsement.	0.60
Jan-17-25	Martino Calvaruso	[REDACTED].	0.50
Jan-17-25	Shawn T. Irving	[REDACTED].	0.70
Jan-21-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
Jan-21-25	Shawn T. Irving	[REDACTED]; reviewing correspondence; discussions with M. Dick; [REDACTED]; reviewing supporting documentation.	1.20
Jan-23-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on meeting regarding proposed sale process.	1.00
Jan-23-25	Shawn T. Irving	[REDACTED]; attending call with Aird & Berlis, J. Prospero and KPMG to discuss SISP and settlement approval issues; [REDACTED]; correspondence regarding same.	1.50
Jan-24-25	Shawn T. Irving	Reviewing settlement approval motion materials.	2.20
Jan-30-25	Shawn T. Irving	Reviewing and providing comments on draft SISP; correspondence with M. Calvaruso regarding same.	1.50
Jan-31-25	Shawn T. Irving	[REDACTED].	0.50
Feb-02-25	Marleigh Dick	Preparing materials for settlement approval motion.	0.50
Feb-03-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED]; reviewing and revising draft sales process and considering same; attending on internal meeting regarding research matters.	3.50
Feb-03-25	Jacqueline Code	[REDACTED].	0.50
Feb-03-25	Marleigh Dick	Preparing materials for settlement approval motion.	0.60
Feb-03-25	Marc Wasserman	Engaged in internal discussions; corresponding regarding file matters; [REDACTED]; attending on internal meeting regarding status.	2.10
Feb-04-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft sales process and considering same; attending on meeting with PTC's counsel regarding same.	1.60

Feb-04-25	Marleigh Dick	Attending settlement approval hearing; attending to follow-up tasks.	1.60
Feb-04-25	Shawn T. Irving	Attending settlement approval hearing; correspondence regarding SISP; [REDACTED].	1.20
Feb-04-25	Adam Margeson	Reviewing case law regarding approval of class action settlements in CCAA proceedings.	3.90
Feb-04-25	Marc Wasserman	Preparing for and attending meeting regarding SISP; various internal discussions regarding same and other matters.	1.50
Feb-05-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on meeting with PTC's counsel regarding settlement approval; attending on internal status meeting; reviewing and revising draft sales process and considering same.	1.80
Feb-05-25	Marleigh Dick	Attending meetings with C. Prophet, S. Irving and M. Calvaruso regarding settlement approval motion; attending to follow-up tasks.	1.20
Feb-05-25	Shawn T. Irving	Attending call with C. Prophet and M. Dick to discuss settlement approval arguments; attending meeting with M. Calvaruso and M. Dick regarding SISP, settlement approval [REDACTED]; [REDACTED].	2.50
Feb-05-25	Adam Margeson	Reviewing case law regarding approval of class action settlements in CCAA proceedings.	1.50
Feb-06-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft sales process and considering same.	2.00
Feb-06-25	Chloe Duggal	Reviewing and revising SISP; attending to correspondence on same.	1.00
Feb-07-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft sales process and considering same; [REDACTED].	1.40
Feb-07-25	Marleigh Dick	Reviewing draft SISP.	1.10
Feb-12-25	Shawn T. Irving	[REDACTED].	0.40
Feb-12-25	Albina Mamonkina	Meeting internally; [REDACTED].	3.90
Feb-13-25	Albina Mamonkina	Communicating Internally; [REDACTED].	5.00
Feb-14-25	Shawn T. Irving	[REDACTED]; providing comments on same; correspondence with A. Mamonkina regarding same.	1.50

Feb-15-25	Albina Mamonkina	Communicating internally; [REDACTED].	3.70
Feb-16-25	Shawn T. Irving	[REDACTED]; providing further comments on same; [REDACTED]; [REDACTED]; correspondence with A. Mamonkina regarding same.	1.50
Feb-17-25	Albina Mamonkina	Communicating internally; [REDACTED].	4.10
Feb-18-25	Shawn T. Irving	[REDACTED]; [REDACTED]; reviewing draft CRO work fee and success fee amendment; providing comments on same.	2.20
Feb-19-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft sales process and considering same; attending on internal status meetings regarding [REDACTED]; [REDACTED].	2.00
Feb-19-25	Richard Fullerton	[REDACTED].	1.00
Feb-19-25	Shawn T. Irving	Meeting with M. Wasserman and M. Calvaruso regarding [REDACTED]; considering same; [REDACTED]; attending call with R. Fullerton and M. Calvaruso regarding [REDACTED].	1.20
Feb-19-25	Marc Wasserman	Engaged in discussions regarding various matters including [REDACTED]; meeting with M. Calvaruso to discuss status and next steps; [REDACTED].	1.90
Feb-20-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting regarding [REDACTED]; [REDACTED]; reviewing and revising draft CRO engagement letter amendment.	1.40
Feb-20-25	Julie Harvey	Receiving email and instructions from A. Mamonkina; ordering Ontario PPSA searches.	0.20
Feb-20-25	Shawn T. Irving	Meeting with M. Wasserman and M. Calvaruso regarding [REDACTED]; [REDACTED]; [REDACTED].	1.20
Feb-20-25	Marc Wasserman	Reviewing file matters; corresponding internally regarding next steps and status; preparing for and attending on call regarding sale process.	1.90
Feb-21-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on discussions with CRO's counsel; [REDACTED].	1.30

Feb-21-25	Richard Fullerton	[REDACTED] [REDACTED] correspondence relating to same with S. Irving.]	2.50
Feb-21-25	Julie Harvey	Receiving and reviewing Ontario PPSA searches; forwarding same to A. Mamonkina and reporting thereon.	0.20
Feb-21-25	Shawn T. Irving	[REDACTED] [REDACTED]; revising same; call with R. Fullerton regarding same; [REDACTED]; reviewing revised PPSA searches; call with M. Calvaruso regarding registrations; correspondence with M. Wasserman regarding same; reviewing reasons of Justice Akbarali for settlement approval; correspondence with C. Prophet and M. Sedigh regarding same; discussions with M. Dick regarding motion materials.	3.60
Feb-22-25	Marleigh Dick	Drafting Monitor's report for settlement approval hearing.	3.90
Feb-24-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.20
Feb-24-25	Shawn T. Irving	[REDACTED]; forwarding same; discussions with M. Calvaruso regarding same.	0.30
Feb-25-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; [REDACTED] [REDACTED].	1.30
Feb-25-25	Richard Fullerton	[REDACTED]	0.20
Feb-25-25	Shawn T. Irving	[REDACTED]; [REDACTED] [REDACTED]; attending call with CRO and counsel to discuss same; correspondence with class counsel regarding CCAA approval hearing.	1.50
Feb-25-25	Marc Wasserman	Corresponding internally regarding status and next steps; attending on internal meeting regarding same; preparing for and attending on call with Osler, KPMG and A&B.	1.90
Feb-26-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.30
Feb-26-25	Shawn T. Irving	[REDACTED]; correspondence with M. Calvaruso regarding same; correspondence with A&B regarding [REDACTED].	0.50
Feb-27-25	Shawn T. Irving	[REDACTED]; organizing call with PTC; [REDACTED] [REDACTED].	0.70

Feb-28-25 Shawn T. Irving



0.20

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**TOTAL HOURS:**

**125.40**

**EXPENSE SUMMARY**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<u>EXPENSES - TAXABLE</u>	
Courier Expenses	0.00
Printing Costs	0.00
Special Supplies Costs	0.00
OnCorp Fees for Searches/Certificates/Filings	50.10
<u>EXPENSES - NON-TAXABLE</u>	
Notice of Motion	339.00
<b>TOTAL (CAD):</b>	<b>389.10</b>

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 13008663  
Date: April 21, 2025  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	132,614.00
HST @ 13%	17,239.82
<b>TOTAL (CAD):</b>	<b>149,853.82</b>

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



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### REMITTANCE ADVICE

#### Canadian Dollars EFT and Wire Payments:

TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTOR

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

#### Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Please return remittance advice(s) with cheque.

Invoice No.: 13008663  
Payor ID: 200703  
Amount: 149,853.82 CAD

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<b><u>PARTNER</u></b>			
Martino Calvaruso	15.90	1,250	19,875.00
Shawn T. Irving	39.60	1,200	47,520.00
Marc Wasserman	4.10	1,650	6,765.00
<b><u>ASSOCIATE</u></b>			
Marleigh Dick	34.50	810	27,945.00
Albina Mamonkina	1.60	630	1,008.00
Adam Margeson	36.10	810	29,241.00
<b><u>PARAPROFESSIONAL</u></b>			
Kevin MacEachern	0.80	325	260.00
<b>TOTAL FEES (CAD):</b>	<b>132.60</b>		<b>132,614.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Mar-02-25	Marleigh Dick	Revising Sixth Report of the Monitor.	1.00
Mar-03-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status meeting with CRO and PTC's counsel; reviewing revised draft sales process.	1.20
Mar-03-25	Shawn T. Irving	Attending call with Gowlings to discuss [REDACTED] and SISP issues; [REDACTED].	1.40
Mar-03-25	Marc Wasserman	Reviewing file correspondence; preparing and attending call with Osler.	1.40
Mar-04-25	Shawn T. Irving	[REDACTED]; correspondence with M. Calvaruso regarding same.	1.10
Mar-06-25	Martino Calvaruso	Attending on internal strategy meeting regarding upcoming hearing.	0.60
Mar-06-25	Shawn T. Irving	Attending call with M. Calvaruso regarding [REDACTED] issues; correspondence with O. Strawczynski regarding same.	0.60
Mar-07-25	Marleigh Dick	Attending to logistics for next stay extension hearing; revising Sixth Report of the Monitor.	0.50

Mar-07-25	Shawn T. Irving	Discussions with M. Dick regarding settlement approval motion; correspondence with court; correspondence with parties regarding availability; [REDACTED].	0.50
Mar-10-25	Martino Calvaruso	Attending on internal status meeting.	0.30
Mar-10-25	Marc Wasserman	Engaged in various discussions; preparing for and attending internal meeting to discuss status and next steps.	2.70
Mar-12-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing revised draft sales process and considering same.	0.80
Mar-12-25	Marleigh Dick	Revising Monitor's report for upcoming motion.	0.70
Mar-13-25	Martino Calvaruso	Attending on email correspondence regarding file matters; reviewing and revising draft CIBC engagement letter; attending on matters in connection with proposed sales process.	1.50
Mar-13-25	Marleigh Dick	Reviewing revisions to SISP.	0.30
Mar-13-25	Albina Mamonkina	Communicating internally; preparing SISP court order.	1.60
Mar-14-25	Marleigh Dick	Drafting stay extension and settlement approval orders.	0.80
Mar-14-25	Shawn T. Irving	[REDACTED].	0.20
Mar-15-25	Marleigh Dick	Revising draft sixth report.	2.50
Mar-15-25	Shawn T. Irving	Reviewing draft report; providing comments on same; correspondence with M. Dick regarding same; reviewing revised SISP, reviewing comments on CIBC engagement letter.	1.60
Mar-16-25	Marleigh Dick	Revising draft sixth report.	0.70
Mar-16-25	Shawn T. Irving	Reviewing revised Monitor's report; providing additional comments on same; discussions with M. Dick regarding same.	1.40
Mar-17-25	Martino Calvaruso	Attending on email correspondence regarding file matters; [REDACTED].	0.70
Mar-17-25	Shawn T. Irving	[REDACTED]; attending call with C. Prophet regarding SISP hearing; correspondence with court regarding scheduling.	0.70
Mar-18-25	Marleigh Dick	Revising draft Sixth Report.	2.70



Mar-25-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing revised draft settlement approval order; reviewing draft stay extension order; reviewing draft sixth report of the monitor; [REDACTED]; attending on internal status meeting and discussions.	2.50
Mar-25-25	Marleigh Dick	Finalizing and serving court materials for settlement approval motion.	8.10
Mar-25-25	Shawn T. Irving	Reviewing and providing comments on Notice of Motion; revising Orders; discussions throughout day regarding draft report; reviewing and commenting on draft Prosperi affidavit; discussions with Class Counsel regarding Order; correspondence with PTC regarding report; reviewing comments on report; [REDACTED]; [REDACTED]; discussions regarding factum; finalizing report and motion materials; discussions regarding same with M. Dick and M. Calvaruso; [REDACTED].	6.20
Mar-25-25	Adam Margeson	Reviewing case law; drafting factum regarding settlement approval.	4.20
Mar-26-25	Marleigh Dick	Revising factum for settlement approval motion.	3.50
Mar-26-25	Shawn T. Irving	Attending to correspondence with M. Dick and A. Margeson regarding factum; reviewing class action settlement case law cited in factum; reviewing draft factum.	3.00
Mar-26-25	Adam Margeson	Reviewing case law; drafting factum regarding settlement approval.	5.10
Mar-27-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing draft factum and considering same.	1.50
Mar-27-25	Shawn T. Irving	Reviewing and providing comments on draft factum; attending call with A. Margeson to discuss factum; reviewing revised factum; circulating same; [REDACTED]; [REDACTED].	2.80
Mar-28-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing revised draft factum and comments thereon.	0.80
Mar-28-25	Marleigh Dick	Finalizing, serving and filing factum for settlement approval motion.	1.60
Mar-28-25	Shawn T. Irving	Reviewing revised factum; reviewing Gowling comments on factum; finalizing same; discussions with M. Calvaruso and M. Dick regarding same.	3.70
Mar-28-25	Adam Margeson	Preparing materials for settlement approval motion.	3.90

Mar-29-25	Shawn T. Irving	Considering arguments for settlement approval; [REDACTED]; [REDACTED]; discussions with M. Calvaruso.	1.00
Mar-31-25	Marleigh Dick	Attending to logistics for upcoming motion.	0.60
Mar-31-25	Shawn T. Irving	Preparing submissions for settlement approval motion; attending call with C. Prophet to discuss submissions.	4.50
Mar-31-25	Kevin MacEachern	Attending to Commercial Court online portal; submitting motion record, factum and sixth report of the monitor and communicating with M. Dick with respect to court's acceptance of same for filing.	0.80
<b>TOTAL HOURS:</b>			<b>132.60</b>

**EXPENSE SUMMARY**

DESCRIPTION	AMOUNT
<b>TOTAL (CAD):</b>	<b>0.00</b>

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KPMG Inc.  
Bay Wellington Tower  
181 Bay St #3510  
Toronto, ON M5J 2T3  
CANADA

Attention: Pritesh Patel  
Partner

Invoice No.: 13019174  
Date: May 15, 2025  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Heat (F#1249896) .

OUR FEE HEREIN	176,184.50
REIMBURSABLE EXPENSES *	339.00
HST @ 13%	22,903.99
<b>TOTAL (CAD):</b>	<b>199,427.49</b>

\* Includes non-taxable expenses of 339.00 CAD

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



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751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTOR

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

#### Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Please return remittance advice(s) with cheque.

Invoice No.: 13019174  
Payor ID: 200703  
Amount: 199,427.49 CAD

**FEE SUMMARY**

<b>NAME</b>	<b>HRS</b>	<b>RATE</b>	<b>FEES</b>
<b><u>PARTNER</u></b>			
Martino Calvaruso	43.30	1,250	54,125.00
Shawn T. Irving	43.30	1,200	51,960.00
Timothy Mitchell	11.40	1,050	11,970.00
Marc Wasserman	9.50	1,650	15,675.00
<b><u>ASSOCIATE</u></b>			
Marleigh Dick	47.50	810	38,475.00
Albina Mamonkina	1.30	630	819.00
Adam Margeson	3.30	810	2,673.00
<b><u>PARAPROFESSIONAL</u></b>			
Kevin MacEachern	1.50	325	487.50
<b>TOTAL FEES (CAD):</b>	<b>161.10</b>		<b>176,184.50</b>

**FEE DETAIL**

<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>HRS</b>
Apr-01-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; preparing for and attending on stay extension and settlement approval hearing; reviewing and revising draft settlement approval order; attending on various internal meetings, discussions and correspondence regarding same; reviewing revised draft CIBC engagement letter.	3.50
Apr-01-25	Marleigh Dick	Preparing for and attending settlement approval hearing; revising draft order.	3.40
Apr-01-25	Shawn T. Irving	Attending call with P. Patel regarding motion; preparing for and attending motion seeking CCAA approval of class action settlement agreement; call with C. Prophet following hearing; meeting with M. Calvaruso and M. Dick to discuss requested revisions to Order; call with D. Ullmann to discuss same; revising order; attending call with Justice Conway to discuss revised orders; discussions with M. Dick regarding further changes to order; correspondence with class action parties regarding same.	6.30
Apr-01-25	Marc Wasserman	Reviewing file correspondence; engaged in discussions regarding hearing and receiving update on same; reviewing court documents.	1.40

Apr-02-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting regarding sales process matters; attending on meeting with client regarding draft CIBC engagement letter; reviewing same.	1.50
Apr-02-25	Marleigh Dick	Attending meetings with S. Irving, M. Calvaruso, P. Patel and T. Montgomery regarding relief for upcoming motion and related matters.	2.20
Apr-02-25	Shawn T. Irving	Revising settlement approval order based on comments from Justice Conway; correspondence with Court; correspondence with Gowlings; reviewing CIBC engagement letter; considering same; attending call with M. Calvaruso and M. Dick to discuss SISP issues; attending call with KPMG to discuss SISP and HCSI issues.	3.00
Apr-03-25	Shawn T. Irving	Attending call with Sotos regarding lease cancellations; attending call with Gowlings regarding lease cancellations and SISP issues; considering SISP and HCSI issues; [REDACTED] discussions with M. Calvaruso and M. Dick regarding same; attending call with P. Patel regarding lease cancellation and SISP considerations; correspondence with M. Dick regarding Court orders; reviewing endorsement for settlement approval motion.	3.70
Apr-04-25	Kevin MacEachern	Attending to Commercial Court online portal; submitting both signed settlement approval and stay extension orders for processing and following up with court staff to secure issued versions of same.	1.50
Apr-07-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft CIBC engagement letter; reviewing and revising draft sales process; attending on internal status meeting.	3.00
Apr-07-25	Marleigh Dick	Revising seventh report of the Monitor; attending call with M. Calvaruso and S. Irving regarding SISP and related matters.	1.40
Apr-07-25	Shawn T. Irving	Attending call with M. Calvaruso and M. Dick to discuss SISP; reviewing CIBC engagement letter and providing comments on same; reviewing and commenting on revised SISP; call with M. Dick to discuss motion materials; correspondence with M. Wasserman regarding SISP.	3.00
Apr-08-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.50
Apr-08-25	Shawn T. Irving	Reviewing revised SISP; correspondence with M. Wasserman regarding same; correspondence with KPMG regarding same.	0.50
Apr-08-25	Marc Wasserman	Reviewing file correspondence; corresponding with KPMG regarding SISP and other matters.	1.70

Apr-09-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status meeting with client; reviewing and revising draft sales process and considering same; corresponding with DIP lender's counsel.	2.60
Apr-09-25	Marc Wasserman	Engaged in internal discussions regarding various issues; preparing for and attending status meeting; commenting on sales process and various discussions regarding same.	2.10
Apr-10-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.60
Apr-10-25	Marleigh Dick	Drafting seventh report of the Monitor.	1.20
Apr-11-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client; reviewing revised draft sales process; reviewing revised draft CIBC engagement letter and comments thereon.	1.00
Apr-11-25	Marleigh Dick	Drafting seventh report of the Monitor.	4.60
Apr-14-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
Apr-15-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting regarding HCSI matters; reviewing and revising draft CIBC engagement letter; reviewing draft sales process; attending on status discussions with client.	2.50
Apr-15-25	Marleigh Dick	Attending meeting with S. Irving and M. Calvaruso regarding materials for upcoming hearing; revising seventh report.	1.50
Apr-15-25	Shawn T. Irving	Attending call with M. Calvaruso and M. Dick to discuss SISP approval materials.	0.60
Apr-16-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client; reviewing revised draft seventh report of the monitor.	1.80
Apr-17-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing draft seventh report of the monitor; reviewing HCSI-related documentation and correspondence and considering same; reviewing draft sales process approval order.	2.30
Apr-17-25	Marleigh Dick	Revising Seventh Report of the Monitor.	3.00

Apr-17-25	Shawn T. Irving	Reviewing and providing comments on draft Monitor's report; correspondence with M. Dick regarding same; providing further comments on revised draft report; discussions with M. Calvaruso and M. Dick regarding fee approval and stay extension; correspondence with P. Patel regarding same.	5.50
Apr-18-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.40
Apr-18-25	Marleigh Dick	Revising Seventh Report of the Monitor.	1.60
Apr-19-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing HCSI-related documentation and correspondence and considering same.	2.60
Apr-19-25	Marleigh Dick	Attending meeting with M. Calvaruso regarding Seventh Report.	1.00
Apr-19-25	Shawn T. Irving	Correspondence with Gowlings regarding potential KERP; correspondence with M. Calvaruso regarding SISP.	0.40
Apr-21-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meetings; attending on meeting with class counsel regarding sales process; attending on status meeting with client; reviewing and revising draft sales process approval order; reviewing revised draft seventh report of the monitor; considering HCSI matters and reviewing related correspondence.	4.80
Apr-21-25	Marleigh Dick	Drafting notice of motion; revising Seventh Report and appendices; revising draft SISP Approval Order; preparing fee affidavit and attachments; attending internal meetings and meeting with client regarding upcoming motion.	10.10
Apr-21-25	Shawn T. Irving	Reviewing and providing comments on draft SISP approval order; attending meetings with M. Wasserman, M. Calvaruso and M. Dick regarding SISP issues; attending meeting with P. Patel and T. Montgomery to discuss same; correspondence regarding CRO affidavit and relief; attending call with class counsel to discuss SISP; reviewing proposed revisions to CIBC engagement letter; reviewing proposed redactions to invoices for fee approval; correspondence with M. Dick regarding same.	5.50
Apr-21-25	Albina Mamonkina	Communicating internally; preparing a form of SISP NDA.	0.80
Apr-21-25	Marc Wasserman	Engaged in discussions regarding various matters; preparing for and attending internal meeting; reviewing draft seventh report of the Monitor.	1.40

Apr-22-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meetings; attending on status meeting with PTC's counsel; attending on status discussions with client; reviewing revised draft CIBC engagement letter; reviewing revisions to draft sales process approval order and amended and restated initial order; reviewing revised draft affidavit of J. Prosperi; considering HCSI matters.	4.50
Apr-22-25	Marleigh Dick	Revising Seventh Report; drafting fee affidavit; conducting research for factum; attending internal calls and call with KPMG, CRO and PTC regarding upcoming motion and related issues.	5.80
Apr-22-25	Shawn T. Irving	Reviewing and providing comments on draft Prosperi affidavit; reviewing and providing comments on draft fee affidavit; meeting with M. Calvaruso and M. Dick to discuss call with PTC; attending call with PTC to discuss SISP timing issues; various correspondence with PTC: attending call with P. Patel regarding same; correspondence with Court.	4.20
Apr-22-25	Albina Mamonkina	Communicating internally; preparing a form of SISP NDA.	0.50
Apr-22-25	Marc Wasserman	Engaged in internal discussions; correspondence regarding file matters; attending on status meeting with PTC's counsel; attending on status discussions with client; engaged in internal discussions regarding same and other matters.	1.20
Apr-23-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meetings; attending on status meeting with client regarding next steps; reviewing and revising draft CIBC engagement letter; reviewing revised draft sales process approval order; reviewing revised draft seventh report of the monitor.	3.60
Apr-23-25	Marleigh Dick	Revising draft order and report for SISP approval motion; attending meeting with S. Irving, M. Calvaruso and R. Fullerton regarding upcoming motion; attending meeting with client regarding next steps; attending to follow-up tasks.	4.70
Apr-23-25	Shawn T. Irving	correspondence from class counsel regarding SISP hearing; responding to same; [REDACTED] [REDACTED] [REDACTED] meeting with M. Calvaruso to discuss revisions to CIBC engagement letter; correspondence regarding same.	1.90
Apr-23-25	Timothy Mitchell	[REDACTED]	0.60
Apr-23-25	Marc Wasserman	Reviewing correspondence; engaged in various discussions regarding file matters; participating on internal status meetings; preparing for and attending meeting with client regarding next steps and HSCI.	1.70

Apr-24-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal meeting regarding research matters; reviewing and revising draft meeting talking points.	2.00
Apr-24-25	Marleigh Dick	Attending meeting with S. Irving, M. Calvaruso, A. Margeson and T. Mitchell regarding research for upcoming motion; attending to follow-up tasks.	1.30
Apr-24-25	Shawn T. Irving	[REDACTED] [REDACTED] reviewing M. Calvaruso comments; attending call with M. Calvaruso, T. Mitchell, A. Margeson and M. Dick [REDACTED] [REDACTED]	1.60
Apr-24-25	Adam Margeson	Meeting with T. Mitchell, M. Calvaruso, S. Irving and M. Dick [REDACTED] reviewing case law re [REDACTED] [REDACTED].	1.10
Apr-24-25	Timothy Mitchell	[REDACTED] [REDACTED] [REDACTED] [REDACTED]; reading relevant case law, commentary and legislation.	2.60
Apr-25-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising [REDACTED] [REDACTED] and corresponding regarding same; attending on status discussions with client.	1.20
Apr-25-25	Marleigh Dick	Corresponding with M. Wasserman, S. Irving and M. Calvaruso regarding [REDACTED].	0.60
Apr-25-25	Shawn T. Irving	Attending to correspondence with M. Dick regarding email to service list regarding rescheduled SISP approval hearing; [REDACTED] [REDACTED]	0.30
Apr-25-25	Adam Margeson	[REDACTED].	2.20
Apr-28-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status meeting with client; considering HCSI matters; reviewing draft meeting proposal correspondence; reviewing revised draft seventh report of the monitor; reviewing revised draft CIBC engagement letter.	2.50
Apr-28-25	Marleigh Dick	[REDACTED] revising court materials for upcoming motion; attending call with M. Spence and S. Irving regarding personal injury claim; attending to follow-up tasks; attending meeting with client regarding [REDACTED] and next steps; attending to follow-up tasks.	3.10

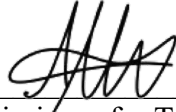
Apr-28-25	Shawn T. Irving	Attending to email from class member; attending call with M. Spence to discuss personal injury matter and proposed resolution; reviewing pretrial brief for personal injury matter; attending call with KPMG to discuss [REDACTED].	1.70
Apr-28-25	Timothy Mitchell	[REDACTED] reading relevant case law, commentary and legislation.	4.50
Apr-29-25	Martino Calvaruso	Attending on email correspondence regarding file matters; considering HCSI matters; reviewing final CIBC engagement letter.	0.80
Apr-29-25	Shawn T. Irving	Attending calls with M. Spence regarding personal injury action; considering strategy; discussions with M. Calvaruso regarding same; [REDACTED]; reviewing revised CIBC sales agent agreement.	1.50
Apr-29-25	Timothy Mitchell	[REDACTED]; reading relevant case law, commentary and legislation; drafting email summarizing analysis.	3.70
Apr-30-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing revised draft second amended and restated initial order; considering HCSI matters.	1.40
Apr-30-25	Marleigh Dick	Revising draft orders and Seventh Report for upcoming motion.	2.00
Apr-30-25	Shawn T. Irving	Attending call with P. Patel regarding personal injury claim; attending call with SG counsel regarding settlement of personal injury claim; considering proposed settlement; call with M. Spence; drafting consent document; attending call with C. Prophet regarding same; call with P. Patel regarding HCSI issues; [REDACTED]; discussions with M. Calvaruso and M. Dick regarding motion materials.	3.60

**TOTAL HOURS:** **161.10**

**EXPENSE SUMMARY**

DESCRIPTION	AMOUNT
<u>EXPENSES - NON-TAXABLE</u>	
Notice of Motion	339.00
<b>TOTAL (CAD):</b>	<b>339.00</b>

THIS IS EXHIBIT "B" REFERRED TO IN  
THE AFFIDAVIT OF MARTINO CALVARUSO  
SWORN BEFORE ME ON THIS 26<sup>th</sup> DAY OF MAY 2025



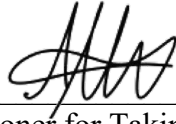
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A Commissioner for Taking Affidavits

**EXHIBIT B**

<b>Date of Account</b>	<b>For Billing Period Ending</b>	<b>Fees (\$)</b>	<b>Expenses / Disbursements (\$)</b>	<b>Taxes (\$)</b>	<b>Total (\$)</b>
17-Sept-24	30-Aug-24	\$219,096.50	\$4,003.04	\$29,002.95	\$252,102.49
31-Oct-24	30-Sept-2024	\$56,416.50	\$1,153.48	\$7,484.10	\$65,054.08
25-Nov-24	31-Oct-24	\$40,757.00	\$339.00	\$5,298.41	\$46,394.41
13-Dec-24	29-Nov-24	\$12,410.50	-	\$1,613.37	\$14,023.87
23-Jan-25	31-Dec-24	\$16,380.00	\$114.00	\$2,144.22	\$18,638.22
11-Mar-25	28-Feb-25	\$133,354.00	\$389.10	\$17,342.53	\$151,085.63
21-Apr-25	31-Mar-25	\$132,614.00	-	\$17,239.82	\$149,853.82
15-May-25	30-Apr-25	\$176,184.50	\$339.00	\$22,903.99	\$199,427.49
<b>Total</b>	-	\$787,213.00	\$6,337.62	\$103,029.39	\$896,580.01

THIS IS EXHIBIT "C" REFERRED TO IN  
THE AFFIDAVIT OF MARTINO CALVARUSO  
SWORN BEFORE ME ON THIS 26<sup>th</sup> DAY OF MAY 2025



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A Commissioner for Taking Affidavits

**EXHIBIT C**

<b><u>Name</u></b>	<b><u>Year of Call (if applicable)</u></b>	<b><u>Billing Rate (\$/Hour)</u></b>	<b><u>Hours Worked</u></b>
Black, Madison	2021	2024: 670	2024: 40.9
Calvaruso, Martino	2009	2024: 1,100 2025: 1,250	2024: 26.2 2025: 84.0
Code, Jacqueline	1998	2024: 1,235 2025: 1,300	2024: 2.7 2025: 0.5
Dick, Marleigh	2020	2024: 735 2025: 810	2024: 67.8 2025: 105.8
Duggal, Chloe	2023	2024: 590 2025: 680	2024: 14.8 2025: 1.0
Farr, Sierra	2023	2024: 590	2024: 14.7
Fullerton, Richard	1998	2025: 1,330	2025: 3.7
Harvey, Julie	Paraprofessional	2025: 325	2025: 0.4
Irving, Shawn	2004	2024: 1,130 2025: 1,200	2024: 126.5 2025: 120.3
Jackson, Christine	2011	2024: 895	2024: 18.0
Kortner, Laurene	Paraprofessional	2024: 370	2024: 0.7
MacEachern, Kevin	Paraprofessional	2024: 310 2025: 325	2024: 1.8 2025: 4.1
Mamonkina, Albina	2024	2024: 590 2025: 630	2024: 3.6 2025: 19.6
Margeson, Adam	2020	2024: 735 2025: 810	2024: 16.9 2025: 44.8
McCabe, Ryan	2022	2024: 625	2024: 43.9

<u>Name</u>	<u>Year of Call (if applicable)</u>	<u>Billing Rate (\$/Hour)</u>	<u>Hours Worked</u>
Mitchell, Timothy	2011	2025: 1,050	2025: 11.4
Mittoo-Thomas, Khrystal	Paraprofessional	2024: 330	2024: 1.1
Sale, Elizabeth	2004	2024: 1,105	2024: 0.3
Versteegh, Lucas	2017	2024: 795	2024: 10.9
Wasserman, Marc	2001	2024: 1,500 2025: 1,650	2024: 4.7 2025: 23.5
		<b>Total:</b>	814.6

<b>Blended Rate</b> (excluding expenses / disbursements and HST) \$787,213.00 ÷ 814.6 hours =	\$966.38
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,  
c. C-36, AS AMENDED

Court File No. CV-23-00709183-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., AND CROWN CREST CAPITAL TRUST

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF MARTINO CALVARUSO**

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Counsel to KPMG Inc., in its capacity as Monitor

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 CROWN CREST  
CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING  
CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., AND  
CROWN CREST CAPITAL TRUST  
IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED  
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF HCSI HOME COMFORT  
INC. AND HCSI HOME COMFORT 2 INC.

Court File No.: CV-23-00709183-00CL  
BK-25-03226764-0031  
BK-25-03226766-0031  
Court File / Estate No.: 31-3226764  
31-3226766

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

PROCEEDING COMMENCED AT TORONTO

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**JOINT REPORT OF MONITOR, PROPOSAL TRUSTEE AND  
PROPOSED MONITOR**

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Lawyers for KPMG Inc., in its capacities as Monitor of the Simply Green Debtors, Proposal Trustee of HCSI 1 and HCSI 2 in the NOI Proceedings and Proposed Monitor of HCSI 1 and HCSI 2