



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE CONWAY

)
)
)

MONDAY, THE 10th
DAY OF NOVEMBER, 2025

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

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., CROWN CREST CAPITAL TRUST, HCSI
HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC.

Respondents

ASSIGNMENT ORDER

THIS MOTION, made by KPMG Inc. ("**KPMG**"), in its capacity as Court-appointed monitor of the Respondents (in such capacity, the "**Monitor**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order assigning the rights and obligations of the Sellers under the Assigned Contracts (as defined below) as contemplated by an Amended and Restated Asset Purchase Agreement dated as of November 8, 2025 (as may be amended from time to time in accordance with the terms thereof and the

Approval and Vesting Order (as defined below), the “**APA**”) between the Respondents as sellers (collectively, the “**Sellers**”) and 1001363332 Ontario Inc. (the “**Buyer**”) was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion, Motion Record of the Monitor, the Affidavit of Josef Prospero sworn November 3, 2025, the Ninth Report of the Monitor dated November 3, 2025 (the “**Ninth Report**”), and on hearing the submissions of counsel for the Monitor, counsel for HWS Consulting Inc., in its capacity as the Chief Restructuring Officer of the Respondents, counsel for the Buyer, and counsel for the other persons listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time and method for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the APA or the Ninth Report, as applicable.

ASSIGNMENT OF AGREEMENTS

3. **THIS COURT ORDERS** that upon the delivery of the Monitor’s certificate (the “**Monitor’s Certificate**”) referred to in the Order of Justice Conway dated November 10, 2025 made in the CCAA Proceedings (the “**Approval and Vesting Order**”) to the Buyer (the time of such delivery, the “**Effective Time**”), but subject to the payment of the applicable Cure Costs (as defined below) (if any) in accordance with paragraph 9 herein, all of the rights and obligations of the Sellers under the agreements set out in **Schedule “A”** hereto (collectively, the “**Assigned Contracts**” and each, an “**Assigned Contract**”) shall be assigned to the Buyer pursuant to section 11.3 of the CCAA, provided that nothing in this Order shall affect or assign any Post-Filing Accrued and Unpaid Amounts in respect of the Assigned Contracts.
4. **THIS COURT ORDERS** that the assignment to the Buyer of the rights and obligations of the Sellers under the Assigned Contracts to the Buyer pursuant to the CCAA and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any

restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

5. **THIS COURT ORDERS** that, at the Effective Time, but subject to the payment of the applicable Cure Costs (if any) in accordance with paragraph 9 herein, the Sellers' right, title and interest in the Assigned Contracts shall vest absolutely in the Buyer free and clear of all Claims and Encumbrances (as defined in the Approval and Vesting Order) pursuant to and in accordance with the provisions of the Approval and Vesting Order.

6. **THIS COURT ORDERS** that, following the assignment to the Buyer of the rights and obligations of the Sellers under the Assigned Contracts to the Buyer pursuant to the CCAA and this Order, the Buyer shall be entitled to all of the rights and benefits and subject to all of the obligations and restrictions pursuant to the terms of each Assigned Contract.

7. **THIS COURT ORDERS** that, from and after the Effective Time, but subject to the payment of the applicable Cure Costs (if any) in accordance with paragraph 9 herein, the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:

- (a) any defaults arising from the insolvency of the Sellers or any of their affiliates;
- (b) the commencement of the CCAA Proceedings or the NOI Proceedings;
- (c) any defaults and/or recapture rights which arise upon the assignment of the Assigned Contracts to the Buyer or the transaction contemplated by the APA, or any parts thereof; or
- (d) any failure of the Sellers to perform non-monetary obligation under the Assigned Contracts,

and are hereby deemed to waive any defaults relating thereto, and without limiting the foregoing, the counterparties under the Assigned Contracts shall not rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate the Assigned Contract as against the Buyer.

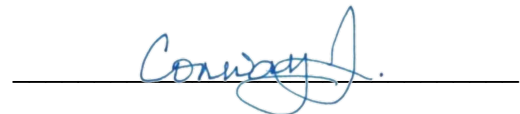
8. **THIS COURT ORDERS** that if an Assigned Contract is removed from the Purchased Assets prior to the Closing Date in accordance with the APA, then such contract shall cease to

be an Assigned Contract for the purposes of this Order on notice to the Sellers and any counterparties to such Assigned Contract.

9. **THIS COURT ORDERS** that all monetary defaults (the “**Cure Costs**”) in relation to the Assigned Contracts listed in **Schedule “A”** hereto, other than those arising by reason only of the Sellers’ insolvency, the commencement of the CCAA Proceedings or the Sellers’ failure to perform a non-monetary obligation, shall be in the amounts set forth in **Schedule “A”** hereto, and, on or prior to the Closing Date (or such later date as may be agreed to by the Buyer and the counterparty to such Assigned Contract on prior written notice to the Monitor), the Buyer shall pay such Cure Costs set forth in **Schedule “A”** in full and final satisfaction of any and all Cure Costs owing to the counterparties to the applicable Assigned Contracts and the Buyer shall not be liable for any other amounts of any kind due in respect of any Assigned Contract for the period prior to the Closing Date. Unless the Cure Costs are paid as set out herein, no Assigned Contracts shall be assigned by operation of this Order.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Sellers and the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Sellers and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Sellers and the Monitor and their agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories of Canada and that this Order and all of its provisions are effective as of 12:01 am (Toronto time) on the date of this Order without any need for filing or entry.



Schedule "A" – Assigned Contracts

#	Description of Agreement	Cure Cost
1.	First Data ISO/Agent Sales Support Agreement dated September 24, 2020 between 2775153 Ontario Inc. DBA Simply Green Home Services and First Data Canada.	\$0
2.	CLA Release Agreement.	\$0
3.	Lease dated October 21, 2019 between Simply Green Home Services Inc., Dorsay Development Corporation and ONTARI Holdings Ltd., as landlord, as amended pursuant to an amendment dated November 20, 2024, as the same may be amended, amended and restated or supplemented from time to time.	\$0

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., CROWN CREST CAPITAL
TRUST, HCSI HOME COMFORT INC. and HCSI HOME COMFORT 2 INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ASSIGNMENT ORDER

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908
Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733
Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665
Email: mcalvaruso@osler.com

Lawyers for KPMG Inc., in its capacity as Court-appointed
Monitor