

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

THE HONOURABLE)
)
JUSTICE CONWAY)

THURSDAY, THE 18TH
DAY OF DECEMBER, 2025

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

Respondents

**ORDER
(Distribution, Payments and Other Relief)**

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, among other things, authorizing and directing the Monitor to make the PTC Distribution, the Completion

Fee Payment and the Success Fee Payment (each as defined below), was heard by videoconference on December 18, 2025.

ON READING the Tenth Report of the Monitor dated December 12, 2025 (the “**Tenth Report**”), and the Supplementary Report of the Monitor dated December 16, 2025 (the “**Supplementary Report**”), and on hearing the submissions of counsel for the Monitor, counsel for HWS Consulting Inc., in its capacity as Chief Restructuring Officer of the Respondents (the “**CRO**”), counsel for Peoples Trust Company (“**PTC**” or the “**Applicant**”), 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 and filing 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Second Amended and Restated Initial Order dated June 2, 2025, made in these CCAA proceedings, the Tenth Report and the Supplementary Report, as applicable.

DISTRIBUTION AND PAYMENTS

3. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to make a distribution to PTC, for and on behalf of the Respondents, in the amount of \$175 million, from

the cash amounts held by the Respondents following the Closing Date of the Transaction, without further order of this Court (the “**PTC Distribution**”).

4. **THIS COURT ORDERS** that upon the PTC Distribution being made, the DIP Lender’s Charge shall be automatically released and terminated without any further action.

5. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to pay to the Sales Agent, on behalf of the Respondents, the Completion Fee Payment, in accordance with the CIBC Engagement Letter, from the cash amounts held by the Respondents following the Closing Date of the Transaction, without further order of this Court, and upon payment of all amounts owing to the Sales Agent under the CIBC Engagement Letter, including the Completion Fee Payment, the Sales Agent Charge shall be automatically released and terminated without any further action.

6. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to pay to the CRO, on behalf of the Respondents, the Success Fee Payment, in accordance with the CRO Engagement Letter, from the cash amounts held by the Respondents following the Closing Date of the Transaction, without further order of this Court.

7. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to take all reasonably necessary steps and actions to effect the distribution and payments contemplated by this Order and shall not incur any liability as a result of making any such distribution or payment.

8. **THIS COURT ORDERS** that, notwithstanding: (a) the pendency of these CCAA proceedings; (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) or other applicable legislation in

respect of the Respondents and any bankruptcy or receivership order issued pursuant to any such applications; (c) any assignment in bankruptcy made in respect of the Respondents; and (d) any provisions of any federal or provincial legislation, the distributions and payments made pursuant to this Order shall be made free and clear of all Encumbrances (including the Charges), and the terms of this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Respondents and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ESCROW AGREEMENT

9. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to act as Escrow Agent for the sole purpose of accepting, holding and disbursing the Escrowed Cash in accordance with the Escrow Agreement, and in its capacity as Escrow Agent, is hereby authorized and empowered to retain and release the Escrowed Cash, in accordance with and subject to the terms of the Escrow Agreement or by further order of this Court.

10. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to take all reasonably necessary steps and actions to effect the terms of the Escrow Agreement in accordance with the provisions of this Order and shall not incur any liability as a result of effecting the terms of the Escrow Agreement, save and except for any gross negligence, wilful misconduct or wilful non-performance of the Escrow Agreement on its part.

STYLE OF CAUSE

11. **THIS COURT ORDERS** that the style of cause in the within proceedings be and is hereby amended to the following:

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 2530550 ONTARIO INC., 2577298 ONTARIO INC., 2470888 ONTARIO INC., 2775153 ONTARIO INC., 2381036 ONTARIO INC., CCCT TRUST, 9944915 CANADA INC. AND 12345005 CANADA INC.

PEOPLES TRUST COMPANY

Applicant

AND

2530550 ONTARIO INC., 2577298 ONTARIO INC., 2470888 ONTARIO INC., 2775153 ONTARIO INC., 2381036 ONTARIO INC., CCCT TRUST, 9944915 CANADA INC. AND 12345005 CANADA INC.

Respondents

SEALING

12. **THIS COURT ORDERS** that Confidential Appendix "M" to the Joint Report containing the unredacted CIBC Engagement Letter and Confidential Appendix "R" to the Joint Report containing the Fifth CRO Amendment are hereby unsealed.

13. **THIS COURT ORDERS** that Confidential Appendix "O" to the Joint Report containing the KERP shall be unsealed upon completion of the term of the Transition Services Agreement (as defined in the APA).

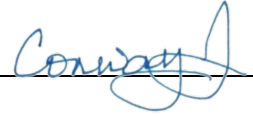
GENERAL

14. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

15. **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 Applicant, the Respondents, the Monitor and their respective 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 Applicant, to the Respondents and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant, the Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that each of the Applicant, the Respondents and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal black line.

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

ORDER
(Distribution, Payments and Other Relief)

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Counsel to KPMG Inc., in its capacity as Monitor