

Court File No.: CV-23-00709183-00CL
BK-25-03226764-0031
BK-25-03226766-0031
Court File / Estate No.: 31-3226764
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

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

**MOTION RECORD OF THE MONITOR, PROPOSAL TRUSTEE
AND PROPOSED MONITOR**

**(Continuation and Consolidation of NOI Proceedings, SISP Approval and Other Relief
returnable June 2, 2025)**

May 26, 2025

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Proposal Trustee of HCSI 1 and HCSI 2 in the
NOI Proceedings and Proposed Monitor of
HCSI 1 and HCSI 2

TO: **THE SERVICE LIST**

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HCSI HOME COMFORT 2 INC., IN THE CITY OF NORTH YORK, IN THE
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TABLE OF CONTENTS

Tab	Description	Page No.
1	Notice of Motion dated May 26, 2025	14
2	Affidavit of Josef Prospero sworn May 26, 2025	39
A	Exhibit “A” – Initial Order dated November 9, 2023	52
B	Exhibit “B” – Amended and Restated Initial Order dated November 17, 2023	73
C	Exhibit “C” – Order (Stay Extension and Other Relief) dated February 5, 2024	96
D	Exhibit “D” – Order (Second Stay Extension, DIP Amendment and Other Relief) dated May 7, 2024	102
E	Exhibit “E” – Order (Third Stay Extension, Second DIP Amendment and Other Relief) dated September 25, 2024	109
F	Exhibit “F” – Order (Fourth Stay Extension, Third DIP Amendment and Other Relief) dated January 9, 2025	116
G	Exhibit “G” – Orders (Class Action Settlement Approval & Fifth Stay Extension, Fourth DIP Amendment and Other Relief) dated April 2, 2025	123
3	Draft Second Amended and Restated Initial Order	138
4	Blackline to Amended and Restated Initial Order	165
5	Draft HCSI 1 Discharge and Termination Order	194
6	Draft HCSI 2 Discharge and Termination Order	199
7	Draft SISP Approval Order	204

TAB 1

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

NOTICE OF MOTION
(Continuation and Consolidation of NOI Proceedings, SISP Approval and Other Relief)

KPMG Inc. (“**KPMG**”), in its capacities as (i) Court-appointed Monitor (in such capacity, the “**Monitor**”) of 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 “**Simply Green Debtors**”) in their proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**” and these proceedings, the “**CCAA Proceedings**”), (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**” and, should the relief sought herein be granted, together with the Simply Green Debtors, the “**Debtors**”) 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 consolidated CCAA proceedings, will make a Motion to the Honourable Justice Conway on Monday, June 2, 2025 at 11:30 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

In writing under subrule 37.12.1(1);

In writing as an opposed motion under subrule 37.12.1(4)

In person;

[] By telephone conference;

[X] By video conference.

at the following location:

Zoom link to be circulated.

THE MOTION IS FOR

1. The Second Amended and Restated Initial Order (the “**SARIO**”) in the CCAA Proceedings, substantially in the form of the draft order included at Tab 3 of the Motion Record, among other things,

- (a) declaring that the HCSI Entities are companies to which the CCAA applies;
- (b) 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;
- (c) approving (A) the CRO Work Fee (as defined below) of \$65,000 per month payable to the CRO (as defined below) pursuant to the Fifth CRO Amendment (as defined below); (B) the Success Fee (as defined below); and (C) sealing the unredacted Fifth CRO Amendment pending further order of the Court;
- (d) approving the engagement of Canadian Imperial Bank of Commerce (“**CIBC**”), as sales agent (the “**Sales Agent**”) in respect of the SISP (as defined below), 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 below); and (E) sealing the unredacted CIBC Engagement Letter pending further order of the Court;

- (e) approving the Fifth DIP Amendment (as defined below) and amending paragraph 44 of the SARIO to increase the maximum borrowings permitted under the DIP Facility (as defined below) to \$38.6 million;
- (f) approving the DIP Joinder (as defined below) to add the HCSI Entities as obligors under the DIP Term Sheet (as defined below);
- (g) 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;
- (h) approving the proposed key employee retention plan (“**KERP**”); and
- (i) extending the Stay of Proceedings (defined below) to and including October 31, 2025;

2. If the proposed SARIO is granted, Orders under the BIA, substantially in the form of the draft orders included at Tabs 5 and 6 of the Motion Record, among other things, discharging the Proposal Trustee and terminating the NOI Proceedings (the “**Discharge and Termination Orders**”);

3. An Order (the “**SISP Order**”), substantially in the form of the draft order included at Tab 7 of the Motion Record, among other things:
- (a) approving the sale and investment solicitation process in respect of the Debtors’ Business and Property (the “**SISP**”) (including the business and assets of the HCSI Entities should the SARIO be granted), and authorizing and empowering the Monitor and the Sales Agent to implement the SISP in accordance with its terms;
 - (b) approving the actions, activities and conduct of the Monitor referred to in the Fifth Report and the Sixth Report of the Monitor in the CCAA Proceedings, and the Joint Report (as defined below); and
 - (c) 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 the Joint Report; and
4. Such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE¹

Background to the CCAA Proceedings

5. 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

¹ Capitalized terms not otherwise defined have the meanings given to them in the Joint Report of KPMG dated May 26, 2025, delivered in its capacities as Monitor of the Simply Green Debtors, Proposal Trustee of the HCSI Entities, and proposed Monitor of the HCSI Entities in the proposed consolidated CCAA proceedings (the “**Joint Report**”).

Justice (Commercial List) (the “**Court**”) issued an order (the “**Initial Order**”) granting the Simply Green Debtors protection pursuant to the CCAA;

6. The Initial Order, among other things, (a) appointed KPMG as the Monitor of the Simply Green Debtors; (b) granted a stay of proceedings (the “**Stay of Proceedings**”) for an initial 10-day period (the “**Initial Stay Period**”); (c) granted certain expanded powers to the Monitor; (d) 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 and authorized the CRO to oversee the Business and Property 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; and (f) granted certain charges (the “**Charges**”) over the Property of the Simply Green Debtors;

7. At the comeback hearing held on November 17, 2023, the Court issued the Amended and Restated Initial Order, 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;

8. The Court issued Orders extending the Stay of Proceedings, among other relief, in the CCAA Proceedings on February 5, 2024, May 7, 2024, September 25, 2024, January 9, 2025 and April 4, 2025;

9. Also 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; and (b) the settlement agreement in relation thereto (the “**Settlement Agreement**”);

10. 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;

Background to the NOI Proceedings

11. 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 (the “**RNC Business**”);

12. Since 2017, the majority of the RNC Business was originated through the Simply Green Debtors’ joint venture partners, HCSI 1 and HCSI 2;

13. HCSI 1 and HCSI 2 are both incorporated under the *Canada Business Corporations Act* with registered head offices in Ontario;

14. The HCSI Entities do not currently have any employees and do not lease or own any real property. All of the banking for the HCSI Entities is managed by the Simply Green Debtors;

15. Approximately 11,000 lease agreements originated by the HCSI Entities since 2017 and assigned to CCCT or New Simply Green, as applicable, remain active today (the “**HCSI Leases**”);

16. 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, there have been no new originations under the RNC Business since the Initial Order Date;

17. The balance sheet of HCSI 1 reflects total liabilities of approximately \$17.6 million as at March 31, 2025, including secured borrowings of approximately \$11.8 million, and approximately \$5.5 million in other unsecured amounts due to related parties (which the Monitor understands relates to the purchase of HVAC equipment and delivery, cash transfers, collection shortfalls, service calls and consulting fees);

18. The balance sheet of HCSI 2 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 the purchase of HVAC equipment and delivery, cash transfers, collection shortfalls, service calls and consulting fees);

19. Substantially all of the monthly cash flows received by the HCSI Entities are used to repay amounts owing to CCCT and New Simply Green, as applicable;

20. Absent a sale of the HCSI Entities' current and future assets, property and undertakings (the "**HCSI Property**"), the HCSI Entities do not have the ability to repay their outstanding obligations;

21. The HCSI Entities are unable to raise additional financing;

22. As a result of these financial and operational issues, the HCSI Entities' business is languishing, and the value of the HCSI Property is potentially eroding;
23. In these circumstances, the shareholders of the HCSI Entities (the "**HCSI Shareholders**"), the CRO and KPMG 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;
24. The HCSI Entities are also "Settling Defendants" under the Settlement Agreement and have agreed to allow the HCSI Leases to be marketed and sold as part of the SISP;
25. 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**");
26. 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;
27. On May 23, 2025, following receipt of the Demand Letter, the HCSI Entities resolved to commence the NOI Proceedings by filing the NOIs. KPMG was named as the Proposal Trustee in the NOI Proceedings;
28. 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;

29. Since the filing of the NOIs, no steps have been taken 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;

Continuing and Consolidating the NOI Proceedings with the within CCAA Proceedings

30. The HCSI Entities are affiliated with the Simply Green Debtors;

31. The HCSI Entities are companies to which the CCAA applies;

32. The HCSI Entities have liabilities exceeding \$5 million;

33. There is no prospect of the HCSI Entities repaying the amounts owing to the Simply Green Debtors;

34. Continuing the NOI Proceedings under the CCAA and consolidating them with the within CCAA Proceedings will 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;

35. 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;

36. 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;

37. The HCSI Shareholders have 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;

38. 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;

39. 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;

40. 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 will only secure the Obligations (as defined in the DIP Term Sheet) incurred by the HCSI Entities from and after June 2, 2025;

41. KPMG has consented to act as Monitor of the HCSI Entities in the consolidated CCAA proceedings;

Discharge and Termination Orders

42. 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 of \$30,000 (\$15,000 for each of HCSI 1 and HCSI 2);

43. The relief sought by the Proposal Trustee in the Discharge and Termination Orders is appropriate in the circumstances;

Sales Agent Agreement

44. The proposed SARIO also 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**");

45. The Sales Agent's responsibilities in connection with the proposed SISP are set out in the CIBC Engagement Letter;

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

47. 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 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;

48. The Sales Agent Charge shall rank junior to the Administration Charge and the DIP Lender's Charge granted in the CCAA Proceedings;

49. 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;

50. The proposed fees are reasonable as compared to similar fees granted in other comparable CCAA proceedings;

51. 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;

52. The engagement of the Sales Agent is supported by the Monitor, the CRO and PTC;

53. The Monitor 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;

54. 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 expand the agreement to include the HCSI Entities;

Key Employee Retention Plan

55. The Monitor is seeking approval of the KERP for up to a maximum aggregate amount of \$775,000;

56. 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;

57. The KERP Participants are essential to the successful value-maximizing outcome of the SISP as these employees have intimate knowledge of the Debtors’ Business, the corporate history and the lease portfolio, experience and expertise that cannot be easily replicated;

58. 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;

59. The Monitor is of the view that the amounts payable under the KERP are reasonable in the circumstances. There is no KERP charge that is being sought;

60. The Monitor understands that PTC supports the KERP;

61. 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 the KERP summary be sealed and not form part of the court record pending further order of the Court;

Amendment to DIP Term Sheet

62. 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**”), which amendments (a) increase the maximum availability under the DIP Facility from \$34 million to \$38.6 million; and (b) extend the maturity date 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;

63. The Monitor 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 SISP;

64. The DIP Lender’s Charge will continue to secure all Obligations outstanding under the DIP Facility;

65. 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;

66. 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**”) to add the HCSI Entities as obligors thereunder in accordance with the terms thereof;

67. 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;

Extension of the Stay of Proceedings

68. The current Stay of Proceedings expires on July 4, 2025;

69. The Monitor proposes an extension of the Stay of Proceedings to and including October 31, 2025;

70. The Simply Green Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence;

71. 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 SISP, if approved by the Court;

72. Upon executing the Fifth DIP Amendment and the DIP Joinder, 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;

73. The Monitor is not aware of any party opposed to an extension of the Stay of Proceedings;

74. 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;

75. 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 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) 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 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 days prior to the hearing of this motion.

Amendment to CRO Engagement Letter

76. The CRO and PTC have agreed, in consultation with the Monitor and PTC, to an amendment of the engagement letter dated November 8, 2023 (as may be amended, the “**CRO Engagement Letter**”) to maintain the monthly fee payable to the CRO by the Debtors (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, subject to the requisite approval by the Court (the “**Fifth CRO Amendment**”);

77. The CRO and PTC, and in consultation with the Monitor and PTC, have also agreed that a Success Fee shall be payable to the CRO in relation to the proceeds arising from any Restructuring Transaction (each as defined in the Fifth CRO Amendment);

78. The Success Fee will be determined in accordance with the chart set out in the Fifth CRO Amendment;

79. The Monitor was consulted with respect to the Fifth CRO Amendment, and is supportive of same;

80. The proposed Success Fee reflects the CRO's significant contribution to the CCAA Proceedings to date and the CRO's expected contribution to the SISP;

81. 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;

82. If the formula for the Success Fee 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;

Additional CRO Powers

83. Certain of the Simply Green Debtors are at risk of having their corporate status in various provinces revoked because the Simply Green Debtors have been unable to make their annual filings;

84. The Monitor therefore 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;

85. 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;

SISP Approval

86. Now that the Settlement Approval Order has been granted, the Monitor proposes to implement the SISP;

87. 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;

88. 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;

89. The SISP, if approved, will commence on June 2, 2025 (the “**SISP Commencement Date**”). The key milestones following the SISP Commencement Date are summarized in the Joint Report;

90. 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;

91. The Debtors’ business and assets will be widely exposed to the market for a sufficient length of time;

92. In the event that a suitable sale transaction does not materialize, PTC maintains the right to credit bid its secured debt against the Property;

93. The SISP is supported by the Monitor, the CRO and PTC;
94. The Monitor is not aware of any objections to the SISP;

Approval of Fees and Disbursements

95. The proposed SISP Order approves the actions, activities and conduct of the Monitor referred to in the Fifth Report, the Sixth Report and Joint Report and approves the fees and disbursements of the Monitor from August 1, 2024 to April 30, 2025 and its counsel for the period August 1, 2024 to April 30, 2025 (the “**Osler Accounts**”);
96. 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;
97. The fees and disbursements of the Monitor and its counsel have been reviewed by the CRO, on behalf of the Simply Green Debtors, and PTC. The Simply Green Debtors and PTC do not oppose the approval of these fees and disbursements;

Oher Grounds

98. The provisions of the BIA, including section 50.4(9), and the statutory, inherent and equitable jurisdiction of this Court;
99. The provisions of the CCAA, including sections 2(1), 3(1), 10(2), 11, 11.02, 11.2, 11.6, 11.7, 11.52 and the statutory, inherent and equitable jurisdiction of this Court;

100. Rules 1.04, 2.03, 3.02, 16.04 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and

101. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

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

102. The Joint Report of KPMG dated May 26, 2025, delivered in its capacities as (i) Monitor of the Simply Green Debtors in the CCAA Proceedings; (ii) Proposal Trustee in the NOI Proceedings; and (iii) proposed Monitor of the HCSI Entities in the proposed consolidated CCAA proceedings with the Simply Green Debtors;

103. The Affidavit of Josef Prospero sworn May 26, 2025;

104. The consent of KPMG to act as Monitor for the HCSI Entities in the proposed consolidated CCAA proceedings; and

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

May 26, 2025

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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

TO: **THE SERVICE 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
 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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(Continuation and Consolidation of NOI Proceedings, SISP
Approval and Other Relief)

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TAB 2

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 JOSEF PROSPERI
(Sworn May 26, 2025)

I, Josef Prospero of the City of Creemore, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the principal of HWS Consulting Inc. (“HWS”), Chief Restructuring Officer of the Respondents (in such capacity, the “CRO”) pursuant to the initial order granted by the Honourable Justice Conway on November 9, 2023 (the “Initial Order”). As such, I have personal knowledge of the matters to which I herein depose, except where I have obtained information from others or where the information is stated to be based on information and belief. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

II. BACKGROUND OF THE CCAA PROCEEDINGS

2. On November 9, 2023 (the “**Filing Date**”), the Applicant applied for urgent relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) in respect of the Respondents, on the basis, among other things, of the significant near-term liquidity challenges of the Respondents. The Initial Order, a copy of which is attached to this Affidavit at **Exhibit “A”**, *inter alia*, granted the following relief:

- (a) an initial stay of proceedings for 10 days (the “**Stay of Proceedings**”), with a return date set for November 17, 2023;
- (b) an administration charge of \$250,000.00 (the “**Administration Charge**”);
- (c) authorization for the Respondents to obtain and borrow up to \$1,100,000 under the DIP Facility (as defined in the Initial Order);
- (d) the appointment of the CRO; and
- (e) the appointment of KPMG Inc. as an officer of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) to monitor the business and financial affairs of the Respondents (in such capacity, the “**Monitor**”).

3. On November 17, 2023, the Court granted an amended and restated initial order (the “**Amended and Restated Initial Order**”), which, *inter alia*:

- (a) increased the Administration Charge to \$1,500,000;
- (b) authorized the Respondents to borrow up to \$10,000,000 under the DIP Facility; and
- (c) extended the Stay of Proceedings to February 10, 2024.

4. A copy of the Amended and Restated Initial Order is attached hereto at **Exhibit “B”**.

5. On February 5, 2024, the Court granted an order (the “**First Stay Extension Order**”), which, *inter alia*:

- (a) extended the Stay of Proceedings to May 10, 2024;
 - (b) authorized the Respondents to borrow up to \$15,000,000 under the DIP Facility; and
 - (c) approved an increase in the Work Fee (as defined in the pre-filing report of the Monitor dated November 6, 2023) payable to the CRO from \$40,000 per month to \$65,000 per month for four months commencing in February, 2024.
6. A copy of the First Stay Extension Order is attached hereto at **Exhibit “C”**.
7. On May 7, 2024, the Court granted an order (the “**Second Stay Extension Order**”), which, *inter alia*:
 - (a) extended the Stay of Proceedings until and including September 27, 2024;
 - (b) approved the First DIP Amendment (as defined in the third report of the Monitor dated May 1, 2024) and amended paragraph 39 of the Amended and Restated Initial Order to increase the approved borrowings under the DIP Facility from \$15,000,000 to \$21,000,000; and
 - (c) approved the extension of the Work Fee for four months, commencing in June, 2024 through to September, 2024, and the payment of the Cost Reductions Fee (as defined in the Second Stay Extension Order).
8. A copy of the Second Stay Extension Order is attached hereto at **Exhibit “D”**.
9. On September 25, 2024, the Court granted an order (the “**Third Stay Extension Order**”), which, *inter alia*:
 - (a) extended the Stay of Proceedings until and including January 31, 2025;
 - (b) approved the Second DIP Amendment (as defined in the fourth report of the Monitor dated September 19, 2024) and amended paragraph 39 of the Amended and Restated Initial Order to increase the approved borrowings under the DIP Facility from \$21,000,000 to \$25,000,000; and

- (c) approved the extension of the Work Fee for four months commencing in October, 2024 through to January, 2025.
- 10. A copy of the Third Stay Extension Order is attached hereto at **Exhibit “E”**.
- 11. On January 9, 2025, the Court granted an order (the “**Fourth Stay Extension Order**”), which, *inter alia*:
 - (a) extended the Stay of Proceedings until and including April 4, 2025;
 - (b) approved the Third DIP Amendment (as defined in the fifth report of the Monitor dated January 3, 2025) and amended paragraph 39 of the Amended and Restated Initial Order to increase the approved borrowings under the DIP Facility from \$25,000,000 to \$30,000,000; and
 - (c) approved the further extension of the Work Fee for three months commencing in February, 2025 through to April, 2025.
- 12. A copy of the Fourth Stay Extension Order is attached hereto at **Exhibit “F”**.
- 13. On April 2, 2025, the Court granted:
 - (a) an order which, *inter alia*, approved and gave effect, as it relates to the Respondents, to the settlement agreement attached as Appendix “C” to the Sixth Report of the Monitor dated March 25, 2025 (the “**Settlement Agreement**” and the “**Sixth Report**”); and
 - (b) an order (the “**Fifth Stay Extension Order**”) which, *inter alia*:
 - (i) extended the Stay of Proceedings until and including July 4, 2025; and
 - (ii) approved the Fourth DIP Amendment (as defined in the Sixth Report) and amended paragraph 39 of the Amended and Restated Initial Order to increase the approved borrowings under the DIP Facility from \$30,000,000 to \$34,000,000,

copies of which are attached hereto at **Exhibit “G”**.

III. UPDATE ON THE STATUS OF THE CCAA PROCEEDINGS

Activities of the Respondents and CRO

14. The Respondents have acted and continue to act in good faith and with due diligence in these CCAA proceedings.

15. During the initial phase of these CCAA proceedings, the CRO and the Monitor focussed on the stabilization of the business, which was followed by efforts to collect and organize portfolio data over the spring and summer months of 2024. In August and September 2024, the CRO and the Monitor actively participated in the mediation with the Honourable Thomas J. McEwen as mediator to determine whether a consensual settlement of the issues in the class action proceedings bearing court file numbers CV-21-00665193-00CP and CV-23-00711844-00CP (the “**Class Actions**”) could be achieved.

16. Throughout the fall, the CRO and the Monitor continued to participate in discussions with the parties to the Class Actions which culminated in the execution of the Settlement Agreement. The CRO, with the assistance of the Monitor, also worked towards completing the global data review project, which included a systematic review of all leases and related documentation in the Respondents’ lease portfolios, and the regularization of electronic records reflecting such leases and related documentation.

17. Since the Fifth Stay Extension Order was granted, the activities of the Respondents and the CRO have included:

- (a) continuing to work closely with the Monitor to actively prepare the Respondents for a sale and investment solicitation process (“**SISP**”), subject to Court approval, including finalizing the engagement with CIBC as sales agent (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 (defined below) and determine the appropriate path for maximizing the value of the HCSI business;
- (c) developing the key employee retention plan (the “**KERP**”), for the purpose of incentivizing key employees to support the Respondents 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 Respondents move towards seeking Court approval of a 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 Respondents 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 Respondents.

IV. RELIEF SOUGHT

Approval of the SISP

18. As detailed in the joint report of KPMG dated May 26, 2025, delivered in its capacities as the Monitor of the Respondents, the proposal trustee of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (together, the “**HCSI Entities**”), and the proposed monitor of the HCSI Entities in the proposed consolidated CCAA proceedings (the “**Joint Report**”), the Monitor has spent the last several months developing the SISP in close consultation with the CRO and the Sales Agent, and

with engagement from PTC. I believe the SISP represents the best path forward to monetize the assets of the Respondents (including the HCSI Entities, should the relief in the SARIO be granted), and the proposed timeline is reasonable and appropriate. I support its approval by the Court.

Approval of Sales Agent Agreement

19. As also detailed in the Joint Report, CIBC, HWS, PTC and the Monitor have entered into an engagement letter dated April 28, 2025 (the “**CIBC Engagement Letter**”) pursuant to which CIBC has been engaged as the Sales Agent to support the Monitor with the implementation of the SISP. In my view, the terms of the CIBC Engagement Letter, including the fees to be paid to the Sales Agent, are reasonable and necessary to incentivize the Sales Agent to carry out its role, for the benefit of all stakeholders.

20. The CIBC Engagement Letter contemplates that the fees and expenses payable to the Sales Agent will be secured by a charge in the maximum amount of \$3.5 million (the “**Sales Agent Charge**”). In my view, the Sales Agent Charge is also reasonable and necessary in the circumstances given current market conditions, the particular industry and the type of assets that will be marketed, should the Court approve the SISP. I have been advised by my legal counsel that such charges have been granted in other CCAA proceedings.

21. Finally, I understand that the Monitor has recommended sealing the unredacted CIBC Engagement Letter pending further order of the Court, such that the fees to be paid to the Sales Agent will not be disclosed to the public. I am concerned that disclosing such fees publicly will negatively impact the SISP, as potential bidders may use this information to estimate the Sales Agent’s views as to the value of the Respondents’ property and/or the business, and seek to submit strategic bids accordingly. I support sealing this information pending further order of the Court.

Approval of the KERP

22. Since the outset of these CCAA proceedings, certain of the Respondents’ employees and management team have been working diligently to implement steps to stabilize and restructure the affairs of the Respondents, with a view to ultimately marketing the Respondents’ assets for sale.

23. To date, the employees have continued to work for the Respondents with the knowledge that the Respondents' business would likely be sold as part of the process at some point in the future. As the Respondents are now about to embark upon the SISP, such that an end date for the Respondents' business operations is approaching, certain of the employees have indicated their intent to seek alternative employment. Losing any of these employees at this time would be detrimental to the implementation of the SISP. In order to mitigate that possibility, I have developed the KERP, in consultation with the Monitor and PTC, since approximately late 2024, alongside the development of the SISP.

24. In discussions with the Monitor, I have identified seven (7) management and employee personnel as essential to the Respondents' ongoing business operations and deemed critical in both carrying on and streamlining the day-to-day operations and assisting the Monitor and CRO with the proposed SISP (the "**Key Employees**"). The Key Employees play key roles relating to collections, finance and legal operations, and have an expectation that the Monitor would seek approval of a KERP alongside the approval of the SISP. In 2024, two of the proposed Key Employees received retention payments at the direction of the CRO and with the approval of PTC and the Monitor.

25. In particular, the Key Employees have contributed, and continue to contribute, to the ongoing operations of the Respondents in the following ways:

- (a) the Key Employees have expended significant time and effort in challenging circumstances to stabilize the business, assist with the settlement of the Class Actions and preserve value for the Respondents' stakeholders;
- (b) the Key Employees possess operational and legacy knowledge and experience required to maintain going-concern stability during the proposed SISP;
- (c) the Key Employees who support the Respondents' collection efforts are vital to maintaining the value of the leases that make up the Respondents' business; and
- (d) the Key Employees who support the Respondents' finance and legal operations have intimate knowledge of the Respondents' business, and are key to, among other

things, assisting the CRO and the Monitor with conveying information to potential purchasers.

26. The Key Employees have been acting in good faith and fulfilling their duties since the outset of these CCAA proceedings. In recognition of the Key Employees' efforts, and in consultation with the Monitor and PTC, I have developed the KERP.

27. The KERP contemplates maximum aggregate payments to the Key Employees in the amount of \$775,000. The salient terms of the proposed KERP are as follows:

- (a) the Key Employees would receive retention bonuses ranging between 33% and 85% of their annual base salary, with an average of 56%, based on each respective Key Employee's position, responsibilities, compensation package, and other factors;
- (b) assuming the Respondents are able to retain all these employees through to the conclusion of the SISF, 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 Key Employee; and
- (c) payment to the Key Employees pursuant to the KERP will only be made in one of the following two scenarios:
 - (i) the successful completion of a transaction approved by the Court supervising these CCAA proceedings that results in the sale of substantially all of the assets of the Respondents or a refinancing or restructuring transaction having a similar economic effect; or
 - (ii) the termination of a Key Employee's employment without cause.

28. I believe that the proposed KERP properly and reasonably incentivizes the Key Employees to remain employed, to support the Respondents through the implementation of the SISF for the purpose of maximizing value for all stakeholders.

29. A summary of the proposed KERP is attached as Confidential Appendix “O” to the Joint Report. The KERP summary contains commercially sensitive information, including compensation information, as well as personal information relating to the Key Employees. I support the Monitor’s request that Confidential Appendix “O” be sealed pending further order of the Court.

30. It is my understanding that both the Monitor and PTC are supportive of the KERP.

Addition of the HCSI Entities to these CCAA Proceedings

31. As noted in my previous affidavits to this Court, the Respondents are in the business of leasing and servicing home improvement equipment to retail consumers, including heating, ventilation and air conditioning (“HVAC”) equipment and other home comfort products.

32. In Ontario, one of the channels by which the Respondents 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 Respondents as the “Residential New Construction” or “RNC” business (the “**RNC Business**”). Since 2017, the majority of the RNC Business was originated through the Respondents’ joint venture partners, HCSI Home Comfort Inc. and, after an internal reorganization in 2020, HCSI Home Comfort 2 Inc.

33. As described in more detail in the Joint Report, the HCSI Entities have historically relied on funding provided by the Respondents to operate the RNC Business. However, since the Filing Date, the Respondents have not financed any new HVAC equipment for or on behalf of the HCSI Entities, and the HCSI Entities are unable to raise additional financing without the consent of the Respondents, which the Respondents are not prepared to provide in the circumstances.

34. As a result of these financial and operational issues, the HCSI Entities’ business is languishing and the value of the HCSI Entities’ current and future assets, property and undertakings (the “**HCSI Property**”) is potentially eroding. Following consultation with the Monitor and the HCSI Entities’ shareholders, I 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 through the SISP.

35. For these reasons and the other reasons set out in the Joint Report, I support the Monitor's recommendations regarding the addition of the HCSI Entities to these proceedings and their inclusion in the SISP.

Additional Amendments to the Amended and Restated Initial Order

Extension to the Stay of Proceedings

36. The current Stay of Proceedings expires on July 4, 2025. I support the Monitor's request for an extension of the Stay of Proceedings to and including October 31, 2025, for the reasons set out in the Joint Report.

Additional CRO Powers

37. Since the Filing Date, certain public records filings required to maintain the Respondents' corporate status in the various provincial jurisdictions in which the Respondents operate have and will continue to become due. These registrations require directors and/or officers of the relevant Respondents to be identified. The Respondents do not currently have any directors or officers.

38. Currently, certain of the Respondents are at risk of having their extraprovincial corporate status in New Brunswick revoked because the Respondents have been unable to make their annual filings.

39. In its Notice of the Motion, the Monitor is seeking a minor amendment to the CRO's powers in the Amended and Restated Initial Order in order to ensure that these filings, and other corporate filings that may come due, can be kept up to date.

Conclusion

40. For the reasons set out herein, the CRO supports the Monitor's request for approval of the SISP and other ancillary relief.

41. I swear this Affidavit in support of a motion for the relief set out above, and for no improper purpose.

SWORN BEFORE ME by video conference
by Josef Prospero at the City of Toronto, in the
Province of Ontario, on May 26, 2025 in
accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.



DocuSigned by:
Samantha Hans
402DBD39546546A...

Commissioner for Taking Affidavits
(or as may be)
Samantha Hans - LSO # 84737H

Signed by:
Josef Prospero
EFD7D3439094440...

JOSEF PROSPERI

Attached is **Exhibit “A”**
referred to in the Affidavit of Josef Prospero
sworn before me by video conference
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 26th day of May, 2025

DocuSigned by:
Samantha Hans
402DBD39546546A...

Commissioner for Taking Affidavits (or as may be)

INITIAL ORDER

THIS APPLICATION, made by Peoples Trust Company (“**PTC**” or the “**Applicant**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) was heard this day at 330 University Avenue, Toronto, Ontario via videoconference.

ON READING the affidavit of Michael Lombard sworn November 6, 2023 and the Exhibits thereto (the “**Lombard Affidavit**”), the affidavit of Katherine Yurkovich sworn November 9, 2023 (the “**Yurkovich Affidavit**”), the consent of KPMG Inc. (“**KPMG**” or the “**Monitor**”) to act as Monitor; the pre-filing report of KPMG (the “**Pre-Filing Report**”) in its capacity as proposed 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 (collectively, the “**Respondents**”), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice of this application, and on hearing the submissions of counsel for PTC, counsel for the Respondents, counsel for KPMG, and those other parties listed on the counsel slip, no other party although duly served as appears from the affidavit of service of Katherine Yurkovich sworn November 6, 2023.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Respondents are companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Respondents shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of

this Court, the Respondents shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Respondents are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants with the consent of Monitor, as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that, the Respondents shall be entitled to continue to utilize the central cash management system currently in place or replace it with another substantially similar central cash management system with the consent of the Monitor (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Respondents of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Respondents, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that, the Respondents shall be entitled but not required to pay the following advances or expenses whether incurred prior to or after this Order, with the consent of the Monitor:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Respondents in respect of these proceedings, at their standard rates and charges.

6. **THIS COURT ORDERS** that except as otherwise provided to the contrary herein, the Respondents shall be entitled but not required to, with the consent of the Monitor, pay all reasonable expenses incurred by the Respondents in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Respondents following the date of this Order.

7. **THIS COURT ORDERS** that the Respondents shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents in connection with the sale of goods and services by the Respondents, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Respondents.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Respondents shall, with the consent of the Monitor, pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Respondents and the landlord from time to time ("**Rent**") with the consent of the Monitor, for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except as specifically permitted herein and in the DIP Agreement, the Respondents are hereby directed, until further Order of this Court:

(a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Respondents to any of its creditors as of this date;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and

(c) to not grant credit or incur liabilities except in the ordinary course of the Business.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

10. **THIS COURT ORDERS** that until and including November 19, 2023 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Respondents, the Monitor or the CRO (as defined below), or affecting the Business or the Property, except with the written consent of the Respondents and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Respondents, the Monitor or the CRO (defined below), or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Respondents and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest; or
- (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

12. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents, except with the written consent of the Respondents and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, call center services, collections services, equipment warranty and repair services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Respondents, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Respondents, and that the Respondents shall be entitled to the continued

use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Respondents in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and each of the Respondents and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

14. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Respondents. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

15. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Respondents with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court.

APPOINTMENT OF MONITOR

16. **THIS COURT ORDERS** that KPMG Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein and that the Respondents and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondents pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with

the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

17. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Respondents' receipts and disbursements, Business and dealings with the Property and, among other things, ensure all disbursements are consistent with the Cash Flow Statements (as defined in Pre-Filing Report), as amended from time to time, and subject to the variances permitted in the DIP Agreement;
- (b) exercise the consent rights set out in the Order in its sole discretion including without limitation the right to consent to any agreement, transaction payment or transfer referenced in paragraphs 5-6 above;
- (c) notify or otherwise contact, whether orally or in writing, customers of the Respondents, to advise of the commencement of these proceedings, and the continued obligation of such customers to make payments to the Respondents under existing agreements with, or otherwise assigned to, the Respondents;
- (d) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (e) assist the Respondents, to the extent required by the Respondents or the DIP Lender (as defined below), in its dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Respondents and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (f) advise the Respondents in its preparation of the cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;

- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondents, to the extent that is necessary to adequately assess the Respondents' business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) give notice pursuant to the CRO Engagement Letter (as defined below) terminating for and on behalf of the Respondents the engagement of the CRO;
- (j) assist the Respondents in complying with the terms of the DIP Agreement;
- (k) provide information to the DIP Lender regarding the Business and affairs of the Respondents in response to reasonable requests thereof;
- (l) apply to this Court, on its own behalf or on behalf of the Respondents, for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court in these proceedings, including for advice and directions with respect to any matter; and
- (m) perform such other duties as are required by this Order or by this Court from time to time.

18. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

19. **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension,

retirement or benefit amounts, or any successor employer liabilities as provided for in section 11.8(1) of the CCAA.

20. **THIS COURT ORDERS** that nothing herein contained and nothing done by the Monitor in carrying out its duties hereunder shall result in, or be deemed to result in, the Monitor being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the Monitor is nevertheless found to be in possession of any Property, then the Monitor shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Respondents and such Property as provided in s. 14.06(1.2) and s. 14.06(2) of the BIA to a "trustee" in relation to an insolvent person and its property. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

21. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Respondents and the DIP Lender with information provided by the Respondents in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information

disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Respondents may agree.

22. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part and the Monitor shall not have any liability with respect to losses, claims, damages, indemnities or liabilities, of any nature or kind, to any Person from and after the date of this Order, except to the extent such losses, claims, damages or liabilities directly result from the gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

23. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant and counsel to the CRO shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the CRO shall be paid its fees in accordance with the CRO Engagement Letter, by the Respondents as part of the costs of these proceedings. The Respondents are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis and, in addition, the Respondents are hereby authorized to pay to the Monitor, counsel to the Monitor, counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

24. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

25. **THIS COURT ORDERS** that the Monitor, the CRO, counsel to the Monitor, counsel to the CRO, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, and in the case of the CRO, as

set out in the CRO Engagement Letter both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 41 and 43 hereof.

APPOINTMENT OF CRO

26. **THIS COURT ORDERS** that the agreement dated as of November 8, 2023 pursuant to which the Respondents have engaged HWS Consulting Inc. to act as Chief Restructuring Officer (the “**CRO**”) through the services of Joe Prosperi and other employees or agents of HWS Consulting Inc., a copy of which is attached as **Exhibit A** to the Yurkovich Affidavit as may be amended by the parties thereto with the consent of the Monitor and the Applicant (the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof, are hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

27. **THIS COURT ORDERS** that, during the Stay Period, the CRO is authorized to oversee the Business and the Property, and otherwise exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter, which shall include the exercise of all consent rights and matters of discretion reserved to the Respondents under the terms of this Order, together with such other powers, responsibilities and duties as may be agreed upon by the CRO, the Monitor and the Applicant (collectively, the “**CRO Powers**”). For the avoidance of doubt, the CRO Powers shall include the authority to enter agreements or instruments on behalf of the Respondents. In exercising the CRO Powers, the CRO shall be deemed to be acting for and on behalf of the Respondents and not its personal or corporate capacity.

28. **THIS COURT ORDERS** that the CRO shall not be, or deemed to be a director, officer or employee of the Respondents.

29. **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the CRO to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension, retirement or benefit amounts.

30. **THIS COURT ORDERS** that nothing herein contained and nothing done by the CRO in carrying out its duties hereunder shall result in, or be deemed to result in, the CRO being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the CRO shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take Possession of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under Environmental Legislation, provided however that nothing herein shall exempt the CRO from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the CRO is nevertheless found to be in possession of any Property, then the CRO shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Respondents and such Property as provided in s. 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property. The CRO shall not, as a result of this Order or anything done in pursuance of the CRO's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. **THIS COURT ORDERS** that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

32. **THIS COURT ORDERS** that the obligations of the Respondents to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Respondents.

33. **THIS COURT ORDERS** that, to the extent required by the Monitor or the DIP Lender, the CRO shall assist with the timely dissemination of financial and other information to the DIP Lender, its counsel, and the financial advisor to the DIP Lender of such information reasonably requested by the DIP Lender.

34. **THIS COURT ORDERS** that the Respondents shall not make any payment or transfer of money, without the consent of the CRO.

DIP FINANCING

35. **THIS COURT ORDERS** that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the "**DIP Lender**") in order to finance the Respondents' working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$1,100,000.00 in the initial 10-day period unless permitted by further Order of this Court.

36. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the DIP Facility Term Sheet between the Respondents and the DIP Lender dated as of November 9, 2023 (the "**DIP Agreement**"), filed as Exhibit C to the Yurkovich Affidavit.

37. **THIS COURT ORDERS** that the CRO, on behalf of the Respondents, is hereby authorized and directed to execute and deliver the DIP Agreement, any drawdown notices under the DIP Agreement, and such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Respondents are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 41 and 43 hereof.

39. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:
- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
 - (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender may immediately exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to the DIP Agreement, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the DIP Lender to the Respondents against the obligations of the Respondents to the DIP Lender under the DIP Agreement, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Respondents; and
 - (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

40. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Respondents under the CCAA, or any proposal filed by the Applicant under the BIA, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

41. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000); and

Second – DIP Lender's Charge (to the maximum amount of \$1,100,000).

42. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

43. **THIS COURT ORDERS** that each of the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

44. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Respondents shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Administration Charge or the DIP Lender's Charge, unless the Respondents also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Administration Charge, or further Order of this Court.

45. **THIS COURT ORDERS** that the Administration Charge, the DIP Agreement, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made herein;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Respondents of any Agreement to which it is a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the DIP Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (iii) the payments made by the Respondents pursuant to this Order, the DIP Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

46. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents' interest in such real property leases.

SERVICE AND NOTICE

47. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

48. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List

website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: kpmg.com/ca/crowncrest

49. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Respondents and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

50. **THIS COURT ORDERS** that the Applicant, the Respondents and the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. Any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SORS/DORS).

GENERAL

51. **THIS COURT ORDERS** that the Respondents or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

52. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Respondents, the Business or the Property.

53. **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 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 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 Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

54. **THIS COURT ORDERS** that each of the Applicant, the Respondents and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for 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.

55. **THIS COURT ORDERS** that any interested party (including the Applicant, the Respondents and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

56. **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 and filing.



IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c.C-36 ASA 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., MARBLE AMALCO
INC., 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

INITIAL ORDER

GOWLING WLG (CANADA) LLP
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Lawyers for Peoples Trust Company, the Applicant

Attached is **Exhibit “B”**
referred to in the Affidavit of Josef Prospero
sworn before me by video conference
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 26th day of May, 2025

DocuSigned by:
Samantha Hans
402DBD39546546A...

Commissioner for Taking Affidavits (or as may be)

THIS MOTION, made by Peoples Trust Company (“**PTC**” or the “**Applicant**”), for an order amending and restating the initial order of Justice Conway issued on November 9, 2023 (the “**Initial Order**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) was heard this day at 330 University Avenue, Toronto, Ontario via videoconference.

ON READING the affidavit of Michael Lombard sworn November 6, 2023 and the Exhibits thereto, the affidavit of Katherine Yurkovich sworn November 9, 2023 and the Exhibits thereto (the “**Yurkovich Affidavit**”), the affidavit of Michael Lombard sworn November 15, 2023 and the Exhibits thereto, the consent of KPMG Inc. (“**KPMG**” or the “**Monitor**”) to act as Monitor; the pre-filing report of KPMG dated November 7, 2023 (the “**Pre-Filing Report**”) and the first report of KPMG, to be filed (the “**First Report**”), each in KPMG’s capacity as 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 (collectively, the “**Respondents**”), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice of this motion, and on hearing the submissions of counsel for PTC, counsel for the Respondents, counsel for KPMG, and those other parties listed on the counsel slip, no other party although duly served as appears from the affidavit of service of Katherine Yurkovich sworn November 16, 2023.

SERVICE

1. **THIS COURT ORDERS** that the time 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.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Respondents are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Respondents shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Respondents shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Respondents shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Respondents are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants with the consent of Monitor, as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that, the Respondents shall be entitled to continue to utilize the central cash management system currently in place or replace it with another substantially similar central cash management system with the consent of the Monitor (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Respondents of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Respondents, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that, the Respondents shall be entitled but not required to pay the following advances or expenses whether incurred prior to or after this Order, with the consent of the Monitor and subject to availability under and in an accordance with the Definitive Documents (as hereinafter defined):

- (a) all outstanding and future wages, salaries, employee and pension benefits, commissions, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Respondents in respect of these proceedings, at their standard rates and charges; and
- (c) amounts owing for goods or services supplied to the Respondents prior to the date of this Order by third-party suppliers or service providers, up to a maximum aggregate amount of \$750,000, if, in the opinion of the CRO (as hereinafter defined), such supplier or service provider is critical to the Business and the ongoing operations of the Respondents.

7. **THIS COURT ORDERS** that except as otherwise provided to the contrary herein, the Respondents shall be entitled but not required to, with the consent of the Monitor, pay all reasonable expenses incurred by the Respondents in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Respondents following the date of this Order.

8. **THIS COURT ORDERS** that the Respondents shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents in connection with the sale of goods and services by the Respondents, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Respondents.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Respondents shall, with the consent of the Monitor, pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Respondents and the landlord from time to time ("**Rent**") with the consent of the Monitor, for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein and in the Definitive Documents, the Respondents are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Respondents to any of its creditors as of this date;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Respondents, shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of the Respondents' business or operations, and to dispose of redundant or non material assets not exceeding \$250,000 in any one transaction or \$2 million in the aggregate;
- (b) terminate the employment of such of the Respondents' employees or temporarily lay off such of the Respondents' employees as it deems appropriate;
- (c) pursue all avenues of refinancing of the Respondents' Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any materials refinancing,

all of the foregoing to permit the the Respondents, to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. **THIS COURT ORDERS** that the Respondents shall provide each of the relevant landlords with notice of the Respondents' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the applicable Respondent's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the CRO, on behalf of the applicable Respondent, or by further Order of this Court upon application by the CRO, on behalf

of the applicable Respondent, on at least two (2) days notice to such landlord and any such secured creditors. If the Respondents disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the CRO's claim, on behalf of the applicable Respondent, to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the CRO and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against any of the Respondents in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including February 10, 2024 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Respondents, the Monitor or the CRO (as defined below), or affecting the Business or the Property, except with the written consent of the Respondents and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Respondents, the Monitor or the CRO (defined below), or affecting the Business or the Property,

are hereby stayed and suspended except with the written consent of the Respondents and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest; or
- (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents, except with the written consent of the Respondents and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, call center services, collections services, equipment warranty and repair services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Respondents, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Respondents, and that the Respondents shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Respondents in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the

supplier or service provider and each of the Respondents and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Respondents. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Respondents with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court.

APPOINTMENT OF MONITOR

20. **THIS COURT ORDERS** that KPMG Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein and that the Respondents and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondents pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

21. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Respondents' receipts and disbursements, Business and dealings with the Property and, among other things, ensure all disbursements are consistent with the Cash Flow Statements (as defined in Pre-Filing Report), as amended from time to time, and subject to the variances permitted in the Definitive Documents;
- (b) exercise the consent rights set out in the Order in its sole discretion including without limitation the right to consent to any agreement, transaction payment or transfer referenced in paragraphs 6-7 above;
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (d) assist the Respondents, to the extent required by the Respondents or the DIP Lender (as defined below), in its dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Respondents and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (e) advise the Respondents in its preparation of the cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (f) advise the Respondents in their development of a Plan and any amendments to a Plan;
- (g) assist the CRO, to the extent required by the CRO, with the holding and administering of creditors' or shareholders' meetings for voting on a Plan;
- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the

Respondents, to the extent that is necessary to adequately assess the Respondents' business and financial affairs or to perform its duties arising under this Order;

- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) give notice pursuant to the CRO Engagement Letter (as defined below) terminating for and on behalf of the Respondents the engagement of the CRO;
- (k) assist the Respondents in complying with the terms of the Definitive Documents;
- (l) provide information to the DIP Lender regarding the Business and affairs of the Respondents in response to reasonable requests thereof;
- (m) apply to this Court, on its own behalf or on behalf of the Respondents, for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court in these proceedings, including for advice and directions with respect to any matter; and
- (n) perform such other duties as are required by this Order or by this Court from time to time.

22. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

23. **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension, retirement or benefit amounts, or any successor employer liabilities as provided for in section 11.8(1) of the CCAA.

24. **THIS COURT ORDERS** that nothing herein contained and nothing done by the Monitor in carrying out its duties hereunder shall result in, or be deemed to result in, the Monitor being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the Monitor is nevertheless found to be in possession of any Property, then the Monitor shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Respondents and such Property as provided in s. 14.06(1.2) and s. 14.06(2) of the BIA to a "trustee" in relation to an insolvent person and its property. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

25. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Respondents and the DIP Lender with information provided by the Respondents in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant or the Respondents is confidential, the Monitor shall not provide such

information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant or the Respondents, as applicable, may agree.

26. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part and the Monitor shall not have any liability with respect to losses, claims, damages, indemnities or liabilities, of any nature or kind, to any Person from and after the date of this Order, except to the extent such losses, claims, damages or liabilities directly result from the gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant and counsel to the CRO shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the CRO shall be paid its fees in accordance with the CRO Engagement Letter, by the Respondents as part of the costs of these proceedings. The Respondents are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis and, in addition, the Respondents are hereby authorized to pay to the Monitor, counsel to the Monitor, counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

28. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

29. **THIS COURT ORDERS** that the Monitor, the CRO, counsel to the Monitor, counsel to the CRO, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1.5 million as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, and in the case of the CRO, as set out in the CRO Engagement Letter both before and after the making of this Order in respect of

these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

APPOINTMENT OF CRO

30. **THIS COURT ORDERS** that the agreement dated as of November 8, 2023 pursuant to which the Respondents have engaged HWS Consulting Inc. to act as Chief Restructuring Officer (the “**CRO**”) through the services of Joe Prosperi and other employees or agents of HWS Consulting Inc., a copy of which is attached as **Exhibit A** to the Yurkovich Affidavit as may be amended by the parties thereto with the consent of the Monitor and the Applicant (the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof, are hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

31. **THIS COURT ORDERS** that, during the Stay Period, the CRO is authorized to oversee the Business and the Property, and otherwise exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter, which shall include the exercise of all consent rights and matters of discretion reserved to the Respondents under the terms of this Order, together with such other powers, responsibilities and duties as may be agreed upon by the CRO, the Monitor and the Applicant (collectively, the “**CRO Powers**”). For the avoidance of doubt, the CRO Powers shall include the authority to enter agreements or instruments on behalf of the Respondents. In exercising the CRO Powers, the CRO shall be deemed to be acting for and on behalf of the Respondents and not its personal or corporate capacity.

32. **THIS COURT ORDERS** that the CRO shall not be, or deemed to be a director, officer or employee of the Respondents.

33. **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the CRO to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension, retirement or benefit amounts.

34. **THIS COURT ORDERS** that nothing herein contained and nothing done by the CRO in carrying out its duties hereunder shall result in, or be deemed to result in, the CRO being an

employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the CRO shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take Possession of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under Environmental Legislation, provided however that nothing herein shall exempt the CRO from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the CRO is nevertheless found to be in possession of any Property, then the CRO shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Respondents and such Property as provided in s. 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property. The CRO shall not, as a result of this Order or anything done in pursuance of the CRO's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

35. **THIS COURT ORDERS** that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

36. **THIS COURT ORDERS** that the obligations of the Respondents to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Respondents.

37. **THIS COURT ORDERS** that, to the extent required by the Monitor or the DIP Lender, the CRO shall assist with the timely dissemination of financial and other information to the DIP

Lender, its counsel, and the financial advisor to the DIP Lender of such information reasonably requested by the DIP Lender.

38. **THIS COURT ORDERS** that the Respondents shall not make any payment or transfer of money, without the consent of the CRO.

DIP FINANCING

39. **THIS COURT ORDERS** that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the "**DIP Lender**") in order to finance the Respondents' working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$10,000,000 unless permitted by further Order of this Court.

40. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the DIP Facility Term Sheet between the Respondents and the DIP Lender dated as of November 9, 2023 (the "**DIP Agreement**"), filed as **Exhibit C** to the Yurkovich Affidavit.

41. **THIS COURT ORDERS** that the Respondents are hereby authorized and directed to execute and deliver the DIP Agreement, any drawdown notices under the DIP Agreement, and such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Respondents are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

42. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 45 and 47 hereof.

43. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender may immediately exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to the DIP Agreement, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the DIP Lender to the Respondents against the obligations of the Respondents to the DIP Lender under the DIP Agreement, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Respondents and for the appointment of a trustee in bankruptcy of the Respondents; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

44. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Respondents under the CCAA, or any proposal filed by the Respondents under the BIA, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1.5 million); and

Second – DIP Lender's Charge (to the maximum amount of the Obligations (as defined under the DIP Agreement)).

46. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. **THIS COURT ORDERS** that each of the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

48. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Respondents shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Administration Charge or the DIP Lender's Charge, unless the Respondents also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Administration Charge, or further Order of this Court.

49. **THIS COURT ORDERS** that the Administration Charge, the DIP Agreement, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made herein;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Respondents, and notwithstanding any provision to the contrary in any Agreement:

- (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Respondents of any Agreement to which it is a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Respondents entering into the DIP Agreement or the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (iii) the payments made by the Respondents pursuant to this Order, the DIP Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents' interest in such real property leases.

SERVICE AND NOTICE

51. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any Respondent of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

52. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List

website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: kpmg.com/ca/crowncrest

53. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Respondents and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

54. **THIS COURT ORDERS** that the Applicant, the Respondents and the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. Any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SORS/DORS).

GENERAL

55. **THIS COURT ORDERS** that the Respondents or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

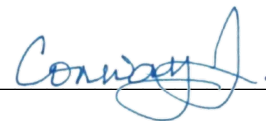
56. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Respondents, the Business or the Property.

57. **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 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 Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

58. **THIS COURT ORDERS** that each of the Applicant, the Respondents and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for 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.

59. **THIS COURT ORDERS** that any interested party (including the Applicant, the Respondents and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

60. **THIS COURT ORDERS** that the Initial Order is hereby amended and restated pursuant to this Order, and 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 and filing.



IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c.C-36 ASA 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., MARBLE AMALCO
INC., 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

AMENDED AND RESTATED INITIAL ORDER

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

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thomas.gertner@gowlingwlg.com

Tel: (416) 862-7525

Lawyers for Peoples Trust Company, the Applicant

Attached is **Exhibit "C"**
referred to in the Affidavit of Josef Prospero
sworn before me by video conference
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 26th day of May, 2025

DocuSigned by:

Samantha Hans

402DBD39546546A

Commissioner for Taking Affidavits (or as may be)



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE CONWAY

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)

MONDAY, THE 5TH
DAY OF FEBRUARY, 2024

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

**ORDER
(Stay Extension and Other Relief)**

THIS MOTION, made by KPMG Inc., 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, extending the Stay Period (as defined in the Amended and Restated Initial Order made in

- 2 -

these CCAA proceedings dated November 17, 2023, the “**ARIO**”), was heard by videoconference on February 5, 2024.

ON READING the Motion Record of the Monitor, the Second Report of the Monitor dated January 29, 2024 (the “**Second Report**”) and the affidavit of Josef Prospero sworn January 29, 2024, and on hearing the submissions of counsel for the Monitor, counsel for the Applicant, counsel for HWS Consulting Inc., Chief Restructuring Officer of the Respondents (the “**CRO**”), and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed February 1, 2024,

SERVICE

1. **THIS COURT ORDERS** that the time 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.

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including May 10, 2024.

DIP FINANCING

3. **THIS COURT ORDERS** that paragraph 39 of the ARIO is hereby amended by replacing the reference to “\$10,000,000” to “\$15,000,000” such that, after giving effect to such amendment, paragraph 39 of the ARIO shall provide as follows:

THIS COURT ORDERS that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the “**DIP**

Lender”) in order to finance the Respondents’ working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$15,000,000 unless permitted by further Order of this Court.

CRO WORK FEE

4. **THIS COURT ORDERS** that the Work Fee (as defined in the Second Report) payable to the CRO pursuant to and in accordance with the CRO Engagement Letter (as defined in the ARIO) of \$65,000 per month, for four (4) months commencing in February 2024, is hereby approved.

GENERAL

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

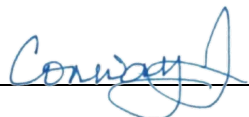
6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Respondents, the Monitor and their respective agents in carrying out 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.

7. **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

- 4 -

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.

8. **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 line.

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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Stay Extension and Other Relief)**

OSLER, HOSKIN & HARCOURT LLP

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

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Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Counsel to KPMG Inc., in its capacity as Monitor

Attached is **Exhibit "D"**
referred to in the Affidavit of Josef Prospero
sworn before me by video conference
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 26th day of May, 2025

DocuSigned by:

Samantha Hans

402DBD39546546A...

Commissioner for Taking Affidavits (or as may be)



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE CONWAY

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)

TUESDAY, THE 7TH
DAY OF MAY, 2024

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

ORDER

(Second Stay Extension, DIP Amendment and Other Relief)

THIS MOTION, made by KPMG Inc., 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, extending the Stay Period (as defined in the Amended and Restated Initial Order made in

- 2 -

these CCAA proceedings dated November 17, 2023, the “**ARIO**”), was heard by videoconference on May 7, 2024.

ON READING the Motion Record of the Monitor, the Third Report of the Monitor dated May 1, 2024 (the “**Third Report**”) and the affidavit of Josef Prospero sworn April 30, 2024, and on hearing the submissions of counsel for the Monitor, counsel for the Applicant, counsel for HWS Consulting Inc., Chief Restructuring Officer of the Respondents (the “**CRO**”), and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed May 3, 2024,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Third Report.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including September 27, 2024.

FIRST DIP AMENDMENT

4. **THIS COURT ORDERS** that paragraph 39 of the ARIO, as amended by the Stay Extension Order granted by this Court in these CCAA proceedings on February 5, 2024, is hereby

amended by replacing the reference to “\$15,000,000” to “\$21,000,000” such that, after giving effect to such amendment, paragraph 39 of the ARIO shall provide as follows:

THIS COURT ORDERS that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the “**DIP Lender**”) in order to finance the Respondents’ working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$21,000,000 unless permitted by further Order of this Court.

5. **THIS COURT ORDERS** that the First DIP Amendment is hereby approved, and that the Respondents are hereby authorized and empowered to enter into the First DIP Amendment, *nunc pro tunc*, subject to such minor amendments as may be acceptable to the Respondents, in consultation with the Monitor, and the Applicant.

6. **THIS COURT ORDERS** that all references to “DIP Agreement” in the ARIO shall be deemed to be references to the DIP Agreement as amended by the First DIP Amendment.

CRO FEES

7. **THIS COURT ORDERS** that the Work Fee of \$65,000 per month payable to the CRO by the Respondents pursuant to and in accordance with the CRO Engagement Letter (as defined in the ARIO), as amended, for four (4) months commencing in June 2024, is hereby approved.

8. **THIS COURT ORDERS** that the Cost Reductions Fee of \$150,000 payable to the CRO by the Respondents pursuant to and in accordance with the CRO Engagement Letter, as amended, in two payments of \$75,000 on July 1, 2024 and August 1, 2024, subject to the provision by the

CRO of evidence substantiating costs savings in relation to the operation of the Respondents acceptable to the DIP Lender and the Monitor, is hereby approved.

GENERAL

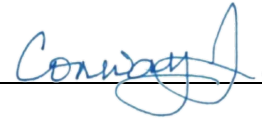
9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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 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.

11. **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.

- 5 -

12. **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.



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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Second Stay Extension, DIP Amendment and Other Relief)**

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)

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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

Counsel to KPMG Inc., in its capacity as Monitor

Attached is **Exhibit “E”**
referred to in the Affidavit of Josef Prospero
sworn before me by video conference
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 26th day of May, 2025

DocuSigned by:

Samantha Hans

402DBD39546546A...

Commissioner for Taking Affidavits (or as may be)



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

WEDNESDAY, THE 25TH

JUSTICE CONWAY

)

DAY OF SEPTEMBER, 2024

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

ORDER

(Third Stay Extension, Second DIP Amendment and Other Relief)

THIS MOTION, made by KPMG Inc., 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, extending the Stay Period (as defined in the Amended and Restated Initial Order made in

- 2 -

these CCAA proceedings dated November 17, 2023, the “**ARIO**”), was heard by videoconference on September 25, 2024.

ON READING the Motion Record of the Monitor, the Fourth Report of the Monitor dated September 19, 2024 (the “**Fourth Report**”) and the affidavit of Josef Prospero sworn September 19, 2024 (the “**September 19 Prospero Affidavit**”), and on reading 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 “**First Report**”), 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**”), the affidavit of Pritesh Patel sworn September 19, 2024 and the appendices thereto (the “**Patel Fee Affidavit**”) and the affidavit of Martino Calvaruso sworn September 19, 2024 and the exhibits thereto (the “**Calvaruso Fee Affidavit**”), and on hearing the submissions of counsel for the Monitor, counsel for the Applicant, counsel for HWS Consulting Inc., Chief Restructuring Officer of the Respondents (the “**CRO**”), and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Sierra Farr affirmed September 23, 2024,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Fourth Report.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including January 31, 2025.

SECOND DIP AMENDMENT

4. **THIS COURT ORDERS** that paragraph 39 of the ARIO, as amended by the Second Stay Extension Order granted by this Court in these CCAA proceedings on May 7, 2024, is hereby amended by replacing the reference to “\$21,000,000” with “\$25,000,000” such that, after giving effect to such amendment, paragraph 39 of the ARIO shall provide as follows:

THIS COURT ORDERS that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the “**DIP Lender**”) in order to finance the Respondents’ working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$25,000,000 unless permitted by further Order of this Court.

5. **THIS COURT ORDERS** that the Second DIP Amendment is hereby approved, and that the Respondents are hereby authorized and empowered to enter into the Second DIP Amendment, *nunc pro tunc*, subject to such minor amendments as may be acceptable to the Respondents, in consultation with the Monitor, and the Applicant.

6. **THIS COURT ORDERS** that all references to “DIP Agreement” in the ARIO shall be deemed to be references to the DIP Agreement as amended by the First DIP Amendment and the Second DIP Amendment.

APPROVAL OF MONITOR'S REPORT AND ACTIVITIES FEES

7. **THIS COURT ORDERS** that the actions, activities and conduct of the Monitor referred to in the Pre-Filing Report, the First Report, the Second Report, the Third Report and the Fourth Report, are hereby approved; provided, however, that only KPMG, in its capacity as Monitor and in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from October 25, 2023 to July 31, 2024, as set out in the Patel Fee Affidavit are hereby approved.

9. **THIS COURT ORDERS** that the fees and disbursements of Osler, Hoskin & Harcourt LLP, legal counsel to the Monitor, for the period from October 29, 2023 to July 31, 2024, as set out in the Calvaruso Fee Affidavit are hereby approved.

AMENDMENT TO CRO AGREEMENT

10. **THIS COURT ORDERS** that the Work Fee of \$65,000 per month payable to the CRO by the Respondents pursuant to and in accordance with the CRO Engagement Letter (as defined in the ARIO), as amended, for four (4) months commencing in October 2024 through to January 2025, is hereby approved.

GENERAL

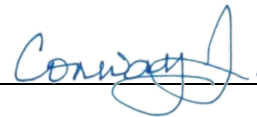
11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

12. **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.

13. **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.

14. **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.



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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Third Stay Extension, Second DIP Amendment and Other Relief)**

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
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Toronto ON M5X 1B8

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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

Counsel to KPMG Inc., in its capacity as Monitor

Attached is **Exhibit “F”**
referred to in the Affidavit of Josef Prospero
sworn before me by video conference
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 26th day of May, 2025

DocuSigned by:
Samantha Hans
402DBD39546546A...

Commissioner for Taking Affidavits (or as may be)



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

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

THE HONOURABLE)
)
JUSTICE CONWAY)

THURSDAY, THE 9TH
DAY OF JANUARY, 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., 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

**ORDER
(Fourth Stay Extension, Third DIP Amendment and Other Relief)**

THIS MOTION, made by KPMG Inc., 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, extending the Stay Period (as defined in the Amended and Restated Initial Order made in

- 2 -

these CCAA proceedings dated November 17, 2023, the “**ARIO**”), was heard by videoconference on January 9, 2025.

ON READING the Motion Record of the Monitor, the Fifth Report of the Monitor dated January 3, 2025 (the “**Fifth Report**”) and the affidavit of Josef Prospero sworn January 3, 2025 (the “**January 3 Prospero Affidavit**”), and on hearing the submissions of counsel for the Monitor, counsel for the Applicant, counsel for HWS Consulting Inc., Chief Restructuring Officer of the Respondents (the “**CRO**”), and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed January 7, 2025,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Fifth Report.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including April 4, 2025.

THIRD DIP AMENDMENT

4. **THIS COURT ORDERS** that paragraph 39 of the ARIO, as amended by the Second Stay Extension Order granted by this Court in these CCAA proceedings on May 7, 2024 and the Third Stay Extension Order granted by this Court in these CCAA proceedings on September 25, 2024,

is hereby amended by replacing the reference to “\$25,000,000” with “\$30,000,000” such that, after giving effect to such amendment, paragraph 39 of the ARIO shall provide as follows:

THIS COURT ORDERS that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the “**DIP Lender**”) in order to finance the Respondents’ working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$30,000,000 unless permitted by further Order of this Court.

5. **THIS COURT ORDERS** that the Third DIP Amendment is hereby approved, and that the Respondents are hereby authorized and empowered to enter into the Third DIP Amendment, *nunc pro tunc*, subject to such minor amendments as may be acceptable to the Respondents, in consultation with the Monitor, and the Applicant.

6. **THIS COURT ORDERS** that all references to “DIP Agreement” in the ARIO shall be deemed to be references to the DIP Agreement as amended by the First DIP Amendment, the Second DIP Amendment and the Third DIP Amendment.

AMENDMENT TO CRO AGREEMENT

7. **THIS COURT ORDERS** that the Work Fee of \$65,000 per month payable to the CRO by the Respondents pursuant to and in accordance with the CRO Engagement Letter (as defined in the ARIO), as amended, for three (3) months commencing in February 2025 through to April 2025, is hereby approved.

GENERAL

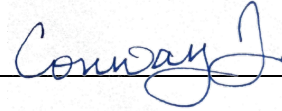
8. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

9. **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.

10. **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.

- 5 -

11. **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.



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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Fourth Stay Extension, Third DIP Amendment and Other Relief)**

OSLER, HOSKIN & HARCOURT LLP

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

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Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Counsel to KPMG Inc., in its capacity as Monitor

Attached is **Exhibit "G"**
referred to in the Affidavit of Josef Prospero
sworn before me by video conference
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely
this 26th day of May, 2025

DocuSigned by:

Samantha Hans

402DBD39546546A...

Commissioner for Taking Affidavits (or as may be)



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

JUSTICE CONWAY

)
)
)

WEDNESDAY, THE 2nd

DAY OF APRIL, 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., 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

ORDER
(Class Action Settlement Approval)

THIS MOTION, made by KPMG Inc., 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, *inter alia*, approving and giving effect to the settlement agreement (the "**Settlement Agreement**") attached

- 2 -

as Appendix “C” to the Sixth Report of the Monitor dated March 25, 2025 (the “**Sixth Report**”) was heard by videoconference on April 1, 2025.

ON READING the Motion Record of the Monitor, the Sixth Report, and the Endorsement of the Honourable Justice J.T. Akbarali dated February 21, 2025 in the proceedings bearing court file number CV-21-0065193-00CP, and on hearing the submissions of counsel for the Monitor, counsel for the Applicant, counsel for HWS Consulting Inc., in its capacity as the Chief Restructuring Officer of the Respondents (the “**CRO**”), counsel for Peoples Trust Company, Class Counsel, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed March 31, 2025,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Sixth Report or the Settlement Agreement, as applicable.

SETTLEMENT APPROVAL

3. **THIS COURT ORDERS** that the Settlement Agreement as it relates to the Respondents, including the amounts to be paid in accordance with the terms thereof, is hereby approved, with such minor amendments as the parties to the Settlement Agreement may agree upon in writing with the consent of the Monitor, and that the Respondents, the Monitor and the CRO are hereby

authorized and empowered to execute the Settlement Agreement, *nunc pro tunc*, and to comply with the terms thereof, as applicable.

4. **THIS COURT ORDERS** that the Respondents and the Monitor are hereby authorized and empowered to take such additional steps and execute such additional documents as may be necessary or desirable for the implementation of the Settlement Agreement and the Class Action Settlement.

5. **THIS COURT ORDERS** that the releases granted pursuant to the terms of the Settlement Agreement in favour of the Respondents, the Monitor and the CRO, and their respective counsel, are hereby approved.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of the CCAA Proceedings;
- (b) any applications for any bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) in respect of one or more of any of the Respondents or any of their respective predecessors, successors or heirs (collectively, the “**Identified Parties**”);
- (c) any bankruptcy order issued pursuant to any such applications or any subsequent assignment in bankruptcy made in respect of any of the Identified Parties; and
- (d) any provisions of any federal or provincial legislation,

- 4 -

the entering into of the Settlement Agreement and the completion of the Class Action Settlement shall be binding on any trustee in bankruptcy that is now or that may be appointed in respect of any of the Identified Parties and shall not be void or voidable by creditors of any of the Identified Parties, nor shall they constitute nor be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue or other reviewable transactions under the BIA, the CCAA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial laws.

7. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and any other Orders in these proceedings, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by the Settlement Agreement, or this Order, and the Monitor may, at any time and from time to time, seek further direction of the Court with respect to its duties or other matters in respect thereof.

8. **THIS COURT ORDERS** that in carrying out the terms of the Settlement Agreement and/or this Order, the Monitor: (a) shall have all the protections provided to it as an officer of the Court, including the protections granted pursuant to the CCAA and other Orders granted in the CCAA proceedings, including the stay of proceedings, in its favour; and (b) shall incur no liability or obligation as a result of carrying out any duties or work in connection with the Settlement Agreement and/or this Order, save and except for any gross negligence or wilful misconduct on its part.

GENERAL

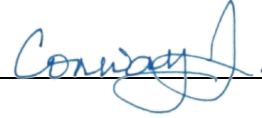
9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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 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.

11. **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.

- 6 -

12. **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.



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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Class Action Settlement Approval)**

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
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Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Counsel to KPMG Inc., in its capacity as Monitor



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

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

THE HONOURABLE
JUSTICE CONWAY

)
)
)

WEDNESDAY, THE 2nd
DAY OF APRIL, 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., 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

ORDER

(Fifth Stay Extension, Fourth DIP Amendment and Other Relief)

THIS MOTION, made by KPMG Inc., 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, extending the Stay Period (as defined in the Amended and Restated Initial Order made in

- 2 -

these CCAA proceedings dated November 17, 2023, the “**ARIO**”), was heard by videoconference on April 1, 2025.

ON READING the Motion Record of the Monitor, the Sixth Report of the Monitor dated March 25, 2025 (the “**Sixth Report**”) and the affidavit of Josef Prospero sworn March 25, 2025 (the “**March 25 Prospero Affidavit**”), and on hearing the submissions of counsel for the Monitor, counsel for the Applicant, counsel for HWS Consulting Inc., in its capacity as Chief Restructuring Officer of the Respondents (the “**CRO**”), counsel for Peoples Trust Company, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed March 31, 2025,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Sixth Report.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including July 4, 2025.

FOURTH DIP AMENDMENT

4. **THIS COURT ORDERS** that paragraph 39 of the ARIO, as amended by the Second Stay Extension Order granted by this Court in the CCAA Proceedings on May 7, 2024, the Third Stay

- 3 -

Extension Order granted by this Court in the CCAA Proceedings on September 25, 2024, and the Fourth Stay Extension Order granted in the CCAA Proceedings on January 9, 2025, is hereby amended by replacing the reference to “\$30,000,000” with “\$34,000,000” such that, after giving effect to such amendment, paragraph 39 of the ARIO shall provide as follows:

THIS COURT ORDERS that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the “**DIP Lender**”) in order to finance the Respondents’ working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$34,000,000 unless permitted by further Order of this Court.

5. **THIS COURT ORDERS** that the Fourth DIP Amendment is hereby approved, and that the Respondents are hereby authorized and empowered to enter into the Fourth DIP Amendment, *nunc pro tunc*, subject to such minor amendments as may be acceptable to the Respondents, in consultation with the Monitor, and the Applicant.

6. **THIS COURT ORDERS** that all references to “DIP Agreement” in the ARIO shall be deemed to be references to the DIP Agreement as amended by the First DIP Amendment, the Second DIP Amendment, the Third DIP Amendment, and the Fourth DIP Amendment.

GENERAL

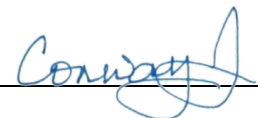
7. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

- 4 -

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the 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.

9. **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.

10. **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.



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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(Fifth Stay Extension, Fourth DIP Amendment and Other Relief)**

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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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

AFFIDAVIT OF JOSEF PROSPERI

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Lawyers for the CRO

TAB 3

THIS MOTION, made by KPMG Inc. (“**KPMG**”), in its capacity as Court-appointed monitor of the Respondents (the “**Monitor**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an order, *inter alia*, further amending and restating the Amended and Restated Initial Order of this Court dated November 17, 2023 (the “**ARIO**”) was heard by videoconference on June 2, 2025.

ON READING the affidavit of Michael Lombard sworn November 6, 2023 and the Exhibits thereto, the affidavit of Katherine Yurkovich sworn November 9, 2023 and the Exhibits thereto (the “**Yurkovich Affidavit**”), the affidavit of Michael Lombard sworn November 15, 2023 and the Exhibits thereto, the consent of KPMG to act as Monitor; the pre-filing report of KPMG dated November 7, 2023 (the “**Pre-Filing Report**”), the first report of the Monitor dated November 16, 2023, and the joint report of KPMG Inc. dated May 26, 2025, delivered in its capacities as 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 (the “**Initial Respondents**”), Proposal Trustee (as defined below) and proposed Monitor of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (the “**Joint Report**”), and the affidavit of Josef Prosperi sworn May 26, 2025, and on being advised that KPMG was appointed as the proposal trustee (the “**Proposal Trustee**”) in the proceedings commenced by HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. by the filing of notices of intention to make a proposal under the *Bankruptcy and Insolvency Act*, RSC 85, c. B-3, as amended (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 (together, the “**NOI Proceedings**”) and on being advised the secured creditors who are likely to be affected by the charges created herein were given notice of this motion, and on hearing the submissions of counsel for Peoples Trust Company (“**PTC**” or the “**Applicant**”), counsel for the Respondents, counsel for KPMG, counsel for the CRO (as defined below), and those other parties listed on the counsel slip, no other party although duly served as appears from the affidavit of service of Katherine Yurkovich sworn November 16, 2023 and the affidavit of service of Marleigh Dick sworn May ●, 2025.

SERVICE

1. **THIS COURT ORDERS** that the time 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.

INTERPRETATION

2. **THIS COURT ORDERS** that references in this Order to the “date of this Order”, the “date hereof” or similar phrases shall refer to the date of the Initial Order of this Court that was granted in these CCAA proceedings, being November 9, 2023; provided however that, notwithstanding the foregoing, references in this Order to the “date of this Order”, the “date hereof” or similar phrases that relate to HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (the “**Additional Respondents**”) shall refer to the date of this Order, being June 2, 2025.

APPLICATION

3. **THIS COURT ORDERS** that the Initial Respondents and the Additional Respondents (collectively with the Initial Respondents, the “**Respondents**”) are companies to which the CCAA applies.

4. **THIS COURT ORDERS** that effective as of the date of this Order, the NOI Proceedings are hereby taken up and continued under the CCAA and consolidated with the within proceeding and that, as of such date, the provisions of Part III of the BIA shall have no further application to the Additional Respondents; provided that, (a) any and all steps, actions, agreements and procedures validly taken, done or entered into by the Additional Respondents or the Proposal Trustee during the NOI Proceedings shall remain valid and binding, except to the extent the Charges (as defined below) are continued or amended pursuant to this Order; and (b) nothing herein shall affect, vary, derogate from, limit or amend, and KPMG and its counsel shall continue to have the benefit of, any and all of the rights, approvals and protections in favour of the Proposal Trustee and its counsel at law or pursuant to the BIA or any Order of this Court.

5. **THIS COURT ORDERS** that the consolidation of proceedings effected pursuant to this Order is for administrative purposes only and shall not effect a consolidation of the assets and property of the Respondents for any purpose including, without limitation, for the purposes of any

plan or plans of arrangement that may hereafter be proposed. Unless otherwise expressly provided in this Order, the Respondents are hereby directed to continue to maintain their separate property and assets.

PLAN OF ARRANGEMENT

6. **THIS COURT ORDERS** that the Respondents shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

7. **THIS COURT ORDERS** that the Respondents shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Respondents shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Respondents are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants with the consent of Monitor, as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

8. **THIS COURT ORDERS** that, the Respondents shall be entitled to continue to utilize the central cash management system currently in place or replace it with another substantially similar central cash management system with the consent of the Monitor (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Respondents of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Respondents, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the

Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

9. **THIS COURT ORDERS** that, the Respondents shall be entitled but not required to pay the following advances or expenses whether incurred prior to or after this Order, with the consent of the Monitor and subject to availability under and in an accordance with the Definitive Documents (as hereinafter defined):

- (a) all outstanding and future wages, salaries, employee and pension benefits, commissions, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Respondents in respect of these CCAA proceedings, at their standard rates and charges; and
- (c) amounts owing for goods or services supplied to the Respondents prior to the date of this Order by third-party suppliers or service providers, up to a maximum aggregate amount of \$750,000, if, in the opinion of the CRO (as hereinafter defined), such supplier or service provider is critical to the Business and the ongoing operations of the Respondents.

10. **THIS COURT ORDERS** that except as otherwise provided to the contrary herein, the Respondents shall be entitled but not required to, with the consent of the Monitor, pay all reasonable expenses incurred by the Respondents in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Respondents following the date of this Order.

11. **THIS COURT ORDERS** that the Respondents shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents in connection with the sale of goods and services by the Respondents, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Respondents.

12. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Respondents shall, with the consent of the Monitor, pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Respondents and the landlord from time to time ("**Rent**") with the consent of the Monitor, for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

13. **THIS COURT ORDERS** that, except as specifically permitted herein and in the Definitive Documents, the Respondents are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Respondents to any of its creditors as of this date;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

14. **THIS COURT ORDERS** that the Respondents, shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of the Respondents' business or operations, and to dispose of redundant or non material assets not exceeding \$250,000 in any one transaction or \$2 million in the aggregate;
- (b) terminate the employment of such of the Respondents' employees or temporarily lay off such of the Respondents' employees as it deems appropriate;
- (c) pursue all avenues of refinancing of the Respondents' Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any materials refinancing,

all of the foregoing to permit the Respondents, to proceed with an orderly restructuring of the Business (the "**Restructuring**").

15. **THIS COURT ORDERS** that the Respondents shall provide each of the relevant landlords with notice of the Respondents' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the applicable Respondent's entitlement to remove any such fixture

under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the CRO, on behalf of the applicable Respondent, or by further Order of this Court upon application by the CRO, on behalf of the applicable Respondent, on at least two (2) days notice to such landlord and any such secured creditors. If the Respondents disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for un Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the CRO's claim, on behalf of the applicable Respondent, to the fixtures in dispute.

16. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the CRO and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against any of the Respondents in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

17. **THIS COURT ORDERS** that until and including October 31, 2025 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Respondents, the Monitor or the CRO (as defined below), or affecting the Business or the Property, except with the written consent of the Respondents and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Respondents, the Monitor or the CRO (defined below), or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Respondents and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest; or
- (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents, except with the written consent of the Respondents and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, call center services, collections services, equipment warranty and repair services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Respondents, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Respondents, and that the Respondents shall be entitled to the continued

use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Respondents in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and each of the Respondents and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Respondents. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Respondents with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court.

APPOINTMENT OF MONITOR

23. **THIS COURT ORDERS** that KPMG Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein and that the Respondents and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondents pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with

the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Respondents' receipts and disbursements, Business and dealings with the Property and, among other things, ensure all disbursements are consistent with the Cash Flow Statements (as defined in Pre-Filing Report), as amended from time to time, and subject to the variances permitted in the Definitive Documents;
- (b) exercise the consent rights set out in the Order in its sole discretion including without limitation the right to consent to any agreement, transaction payment or transfer referenced in paragraphs 9-10 above;
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these CCAA proceedings;
- (d) assist the Respondents, to the extent required by the Respondents or the DIP Lender (as defined below), in its dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Respondents and the DIP Lender which may be used in these CCAA proceedings including reporting on a basis to be agreed with the DIP Lender;
- (e) advise the Respondents in its preparation of the cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (f) advise the Respondents in their development of a Plan and any amendments to a Plan;
- (g) assist the CRO, to the extent required by the CRO, with the holding and administering of creditors' or shareholders' meetings for voting on a Plan;

- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondents, to the extent that is necessary to adequately assess the Respondents' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) give notice pursuant to the CRO Engagement Letter (as defined below) terminating for and on behalf of the Respondents the engagement of the CRO;
- (k) assist the Respondents in complying with the terms of the Definitive Documents;
- (l) provide information to the DIP Lender regarding the Business and affairs of the Respondents in response to reasonable requests thereof;
- (m) apply to this Court, on its own behalf or on behalf of the Respondents, for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court in these CCAA proceedings, including for advice and directions with respect to any matter; and
- (n) perform such other duties as are required by this Order or by this Court from time to time.

25. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

26. **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension,

retirement or benefit amounts, or any successor employer liabilities as provided for in section 11.8(1) of the CCAA.

27. **THIS COURT ORDERS** that nothing herein contained and nothing done by the Monitor in carrying out its duties hereunder shall result in, or be deemed to result in, the Monitor being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the Monitor is nevertheless found to be in possession of any Property, then the Monitor shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Respondents and such Property as provided in s. 14.06(1.2) and s. 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Respondents and the DIP Lender with information provided by the Respondents in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information

disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant or the Respondents is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant or the Respondents, as applicable, may agree.

29. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part and the Monitor shall not have any liability with respect to losses, claims, damages, indemnities or liabilities, of any nature or kind, to any Person from and after the date of this Order, except to the extent such losses, claims, damages or liabilities directly result from the gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant and counsel to the CRO shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the CRO shall be paid its fees in accordance with the CRO Engagement Letter, by the Respondents as part of the costs of these CCAA proceedings. The Respondents are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis and, in addition, the Respondents are hereby authorized to pay to the Monitor, counsel to the Monitor, counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

31. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

32. **THIS COURT ORDERS** that the Monitor, the CRO, counsel to the Monitor, counsel to the CRO, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1.5 million as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, and in the case of the CRO, as

set out in the CRO Engagement Letter both before and after the making of this Order in respect of these CCAA proceedings excluding the Success Fee (as defined in the CRO Engagement Letter) payable thereunder. The Administration Charge shall have the priority set out in paragraphs 56 and 58 hereof.

APPOINTMENT OF CRO

33. **THIS COURT ORDERS** that the agreement dated as of November 8, 2023, pursuant to which HWS Consulting Inc. was engaged to act as Chief Restructuring Officer (the “**CRO**”) through the services of Joe Prosperi and other employees or agents of HWS Consulting Inc., a copy of which is attached as **Exhibit A** to the Yurkovich Affidavit (as may be amended by the parties thereto with the consent of the Monitor and the Applicant, the “**CRO Engagement Letter**”), and the appointment of the CRO of the Respondents pursuant to the terms thereof, are hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

34. **THIS COURT ORDERS** that (a) the CRO Work Fee of \$65,000 per month payable to the CRO by the Respondents pursuant to and in accordance with the CRO Engagement Letter, is hereby approved, *nunc pro tunc*; and (b) the Success Fee set out in the CRO Engagement Letter is hereby approved.

35. **THIS COURT ORDERS** that the Confidential Appendix “R” to the Joint Report containing the Fifth CRO Amendment (as defined in the Joint Report) is hereby sealed pending further Order of the Court.

36. **THIS COURT ORDERS** that, during the Stay Period, the CRO is authorized to oversee the Business and the Property, and otherwise exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter, which shall include the exercise of all consent rights and matters of discretion reserved to the Respondents under the terms of this Order, together with such other powers, responsibilities and duties as may be agreed upon by the CRO, the Monitor and the Applicant (collectively, the “**CRO Powers**”). The CRO Powers shall include the authority to enter agreements or instruments on behalf of the Respondents, to the exclusion of all others, including transaction agreements in connection with any sale and investment solicitation process in these CCAA proceedings, and authorizing corporate filings on behalf of the Respondents and

identifying the CRO as a director or officer of the Respondents for the limited purpose of such filing, if required. In exercising the CRO Powers, the CRO shall be deemed to be acting for and on behalf of the Respondents and not its personal or corporate capacity.

37. **THIS COURT ORDERS** that the CRO shall not be, or deemed to be a director, officer or employee of the Respondents.

38. **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the CRO to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension, retirement or benefit amounts.

39. **THIS COURT ORDERS** that nothing herein contained and nothing done by the CRO in carrying out its duties hereunder shall result in, or be deemed to result in, the CRO being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the CRO shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take Possession of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under Environmental Legislation, provided however that nothing herein shall exempt the CRO from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the CRO is nevertheless found to be in possession of any Property, then the CRO shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Respondents and such Property as provided in s. 14.06(2) of the BIA to a "trustee" in relation to an insolvent person and its property. The CRO shall not, as a result of this Order or anything done in pursuance of the CRO's duties and powers under this Order, be

deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

40. **THIS COURT ORDERS** that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

41. **THIS COURT ORDERS** that the obligations of the Respondents to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Respondents.

42. **THIS COURT ORDERS** that, to the extent required by the Monitor or the DIP Lender, the CRO shall assist with the timely dissemination of financial and other information to the DIP Lender, its counsel, and the financial advisor to the DIP Lender of such information reasonably requested by the DIP Lender.

43. **THIS COURT ORDERS** that the Respondents shall not make any payment or transfer of money, without the consent of the CRO.

DIP FINANCING

44. **THIS COURT ORDERS** that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the “**DIP Lender**”) in order to finance the Respondents’ working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed \$38,600,000 unless permitted by further Order of this Court.

45. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Facility Term Sheet between the Initial Respondents and the DIP Lender dated as of November 9, 2023 (the “**DIP Agreement**”), filed as **Exhibit C** to the Yurkovich Affidavit, as amended by the First DIP Amendment, the Second DIP Amendment, the Third DIP Amendment, the Fourth DIP Amendment, and the Fifth DIP Amendment (all as defined in the Joint Report).

46. **THIS COURT ORDERS** that the Fifth DIP Amendment is hereby approved, and that the Initial Respondents are hereby authorized and empowered to enter into the Fifth DIP Amendment, *nunc pro tunc*. The Respondents shall be further authorized and empowered to execute a joinder and amendment to the DIP Agreement, substantially in the form attached as Appendix “Q” to the Joint Report, to add the Additional Respondents as obligors thereunder subject to the terms of this Order (the “**DIP Joinder**”). References to “Respondents” in this DIP Financing section shall only include the Additional Respondents from and after their execution of the DIP Joinder.

47. **THIS COURT ORDERS** that the Respondents are hereby authorized and directed to execute and deliver the DIP Agreement, any drawdown notices under the DIP Agreement, and such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Respondents are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

48. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made; provided that, notwithstanding anything to the contrary herein, in respect of the Additional Respondents and their respective Property, the DIP Lender’s Charge shall only secure the Obligations (as defined under the DIP Agreement) incurred by the Respondents from and after June 2, 2025. The DIP Lender’s Charge shall have the priority set out in paragraphs 56 and 58 hereof.

49. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender’s Charge, the DIP Lender may immediately exercise any and all of its

rights and remedies against the Respondents or the Property under or pursuant to the DIP Agreement, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the DIP Lender to the Respondents against the obligations of the Respondents to the DIP Lender under the DIP Agreement, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Respondents and for the appointment of a trustee in bankruptcy of the Respondents; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

50. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any Plan or any proposal filed by the Respondents under the BIA, with respect to any advances made under the Definitive Documents.

APPOINTMENT OF SALES AGENT

51. **THIS COURT ORDERS** that the agreement dated as of April 28, 2025, engaging Canadian Imperial Bank of Commerce (the "**Sales Agent**") as sales agent in these CCAA proceedings, a redacted copy of which is attached as Appendix "L" to the Joint Report (the "**CIBC Engagement Letter**"), and the retention of the Sales Agent pursuant to the terms thereof, is hereby ratified and approved, *nunc pro tunc*, and the Respondents are authorized and directed to make the payments contemplated thereunder when earned and payable in accordance with the terms and conditions of the CIBC Engagement Letter.

52. **THIS COURT ORDERS** that the Sales Agent shall be entitled to the benefit of and is hereby granted a charge (the "**Sales Agent Charge**") on the Property, which charge shall not exceed \$3.5 million, as security for all amounts due to be paid to the Sales Agent pursuant to the CIBC Engagement Letter. The Sales Agent Charge shall have the priority set out in paragraph 56 herein.

53. **THIS COURT ORDERS** that the Sales Agent, its affiliates, partners, directors, employees, agents and controlling persons shall incur 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 the Sales Agent’s engagement by the Respondents pursuant to the CIBC Engagement Letter, or the carrying out of the provisions of the CIBC Engagement Letter, save and except for any gross negligence or wilful misconduct on its part.

54. **THIS COURT ORDERS** that the obligations of the Respondents to the Sales Agent pursuant to the CIBC Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Respondents, and no such Plan or proposal shall be sought for approval that does not provide for the payment of all amounts due to the Sales Agent pursuant to the CIBC Engagement Letter.

55. **THIS COURT ORDERS** that the Confidential Appendix “M” to the Joint Report containing the unredacted CIBC Engagement Letter is hereby sealed pending further Order of the Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

56. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Lender’s Charge and the Sales Agent Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1.5 million);

Second – DIP Lender’s Charge (to the maximum amount of the Obligations, subject to paragraph 48 hereof); and

Third – Sales Agent Charge (to the maximum amount of \$3.5 million).

57. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the DIP Lender’s Charge or the Sales Agent Charge (collectively, the “Charges”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

58. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

59. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Respondents shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Respondents also obtains the prior written consent of the Monitor, the DIP Lender, the Sales Agent and the beneficiaries of the Administration Charge, or further Order of this Court.

60. **THIS COURT ORDERS** that the Charges, the DIP Agreement and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these CCAA proceedings and the declarations of insolvency made herein;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Respondents, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Respondents of any Agreement to which it is a party;

- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Respondents entering into the DIP Agreement or the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (iii) the payments made by the Respondents pursuant to this Order, the DIP Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

61. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents' interest in such real property leases.

KEY EMPLOYEE RETENTION PLAN

62. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described in the Joint Report and attached as Confidential Appendix "O" thereto (the "**Confidential KERP Appendix**"), is hereby approved and the Respondents are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

63. **THIS COURT ORDERS** that the Confidential KERP Appendix shall be and is hereby sealed, kept confidential, and shall not form part of the public record, pending further order of this Court.

SEALING

64. **THIS COURT ORDERS** that Confidential Appendix "O" to the Joint Report shall be and is hereby sealed, kept confidential, and shall not form part of the public record, pending further order of this Court.

SERVICE AND NOTICE

65. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor

who has a claim against any Respondent of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

66. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: kpmg.com/ca/crowncrest

67. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Respondents and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these CCAA proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents’ creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

68. **THIS COURT ORDERS** that the Applicant, the Respondents and the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these CCAA proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Respondents’ creditors or other interested parties and their advisors. Any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SORS/DORS).

GENERAL

69. **THIS COURT ORDERS** that the Respondents or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

70. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Respondents, the Business or the Property.

71. **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 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 Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

72. **THIS COURT ORDERS** that each of the Applicant, the Respondents and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for 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 these CCAA proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

73. **THIS COURT ORDERS** that any interested party (including the Applicant, the Respondents and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

74. **THIS COURT ORDERS** that the ARIO is hereby amended and restated pursuant to this Order, and 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 and filing.

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

SECOND AMENDED AND RESTATED INITIAL ORDER

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Lawyers for KPMG Inc., in its capacity as Monitor

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

	THE HONOURABLE MADAM)	FRIDAY <u>MONDAY</u> , THE 17TH <u>2ND</u>
)	
	JUSTICE B. CONWAY)	DAY OF NOVEMBER <u>JUNE</u> , 2023 <u>2025</u>

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,
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

SECOND AMENDED AND RESTATED INITIAL ORDER

(Amending the Amended and Restated Initial Order dated November ~~9~~17, 2023)

THIS MOTION, made by ~~Peoples Trust Company (“PTC” or the “Applicant”), for an order amending and restating the initial order of Justice Conway issued on November 9, 2023 (the “Initial Order”)-~~KPMG Inc. (“KPMG”), in its capacity as Court-appointed monitor of the Respondents (the “Monitor”), pursuant to the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”)-~~was heard this day at 330 University Avenue, Toronto, Ontario via,~~ for an order, *inter alia*, further amending and restating the Amended and Restated Initial Order of this Court dated November 17, 2023 (the “ARIO”) was heard by videoconference on June 2, 2025.

ON READING the affidavit of Michael Lombard sworn November 6, 2023 and the Exhibits thereto, the affidavit of Katherine Yurkovich sworn November 9, 2023 and the Exhibits thereto (the “Yurkovich Affidavit”), the affidavit of Michael Lombard sworn November 15, 2023 and the Exhibits thereto, the consent of ~~KPMG Inc. (“KPMG” or the “Monitor”)~~ to act as Monitor; the pre-filing report of KPMG dated November 7, 2023 (the “Pre-Filing Report”)-~~and,~~ the first report of KPMG, to be filed (the “First Report”), each in KPMG’s capacity as the Monitor dated November 16, 2023, and the joint report of KPMG Inc. dated May 26, 2025, delivered in its capacities as 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 (collectively, the “Initial Respondents”), Proposal Trustee (as defined below) and proposed Monitor of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (the “Joint Report”), and the affidavit of Josef Prosperi sworn May 26, 2025,~~ and on being advised that KPMG was appointed as the proposal trustee (the “Proposal Trustee”) in the proceedings commenced by HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. by the filing of notices of intention to make a proposal under the Bankruptcy and Insolvency Act, RSC 85, c. B-3, as amended (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 (together, the “NOI Proceedings”) and on being advised the secured creditors who are likely to be affected by the charges created herein were given notice of this motion, and on hearing the submissions of counsel for Peoples Trust Company (“PTC” or the “Applicant”), counsel for the Respondents, counsel for KPMG, counsel for the CRO (as defined below), and those other parties listed on the counsel slip, no other party although duly served as appears from the affidavit of service of

Katherine Yurkovich sworn November 16, 2023 and the affidavit of service of Marleigh Dick sworn May ●, 2025.

SERVICE

1. **THIS COURT ORDERS** that the time 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.

INTERPRETATION

2. **THIS COURT ORDERS** that references in this Order to the “date of this Order”, the “date hereof” or similar phrases shall refer to the date of the **Initial Order** of this Court that was granted in these CCAA proceedings, being November 9, 2023; provided however that, notwithstanding the foregoing, references in this Order to the “date of this Order”, the “date hereof” or similar phrases that relate to HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (the “**Additional Respondents**”) shall refer to the date of this Order, being June 2, 2025.

APPLICATION

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that the Initial Respondents and the Additional Respondents (collectively with the Initial Respondents, the “Respondents”) are companies to which the CCAA applies.

4. **THIS COURT ORDERS** that effective as of the date of this Order, the NOI Proceedings are hereby taken up and continued **under the CCAA** and consolidated with the within proceeding and that, as of such date, the provisions of Part III of the BIA shall have no further application to the Additional Respondents; provided that, (a) any and all steps, actions, agreements and procedures validly taken, done or entered into by the Additional Respondents or the Proposal Trustee during the NOI Proceedings shall remain valid and binding, except to the extent the Charges (as defined below) are continued or amended pursuant to this Order; and (b) nothing herein shall affect, vary, derogate from, limit or amend, and KPMG and its counsel shall continue to have the benefit of, any and all of the rights, approvals and protections in favour of the Proposal Trustee and its counsel at law or pursuant to the BIA or any Order of this Court.

5. **THIS COURT ORDERS** that the consolidation of proceedings effected pursuant to this Order is for administrative purposes only and shall not effect a consolidation of the assets and property of the Respondents for any purpose including, without limitation, for the purposes of any plan or plans of arrangement that may hereafter be proposed. Unless otherwise expressly provided in this Order, the Respondents are hereby directed to continue to maintain their separate property and assets.

PLAN OF ARRANGEMENT

6. ~~3.~~ **THIS COURT ORDERS** that the Respondents shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

7. ~~4.~~ **THIS COURT ORDERS** that the Respondents shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Respondents shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Respondents are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants with the consent of Monitor, as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

8. ~~5.~~ **THIS COURT ORDERS** that, the Respondents shall be entitled to continue to utilize the central cash management system currently in place or replace it with another substantially similar central cash management system with the consent of the Monitor (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Respondents of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash

Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Respondents, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

9. ~~6.~~ **THIS COURT ORDERS** that, the Respondents shall be entitled but not required to pay the following advances or expenses whether incurred prior to or after this Order, with the consent of the Monitor and subject to availability under and in an accordance with the Definitive Documents (as hereinafter defined):

- (a) all outstanding and future wages, salaries, employee and pension benefits, commissions, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Respondents in respect of these CCAA proceedings, at their standard rates and charges; and
- (c) amounts owing for goods or services supplied to the Respondents prior to the date of this Order by third-party suppliers or service providers, up to a maximum aggregate amount of \$750,000, if, in the opinion of the CRO (as hereinafter defined), such supplier or service provider is critical to the Business and the ongoing operations of the Respondents.

10. ~~7.~~ **THIS COURT ORDERS** that except as otherwise provided to the contrary herein, the Respondents shall be entitled but not required to, with the consent of the Monitor, pay all reasonable expenses incurred by the Respondents in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Respondents following the date of this Order.

11. ~~8.~~ **THIS COURT ORDERS** that the Respondents shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents in connection with the sale of goods and services by the Respondents, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Respondents.

12. ~~9.~~ **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Respondents shall, with the consent of the Monitor, pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts

payable to the landlord under the lease) or as otherwise may be negotiated between the Respondents and the landlord from time to time (“**Rent**”) with the consent of the Monitor, for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

13. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein and in the Definitive Documents, the Respondents are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Respondents to any of its creditors as of this date;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

14. ~~11.~~ **THIS COURT ORDERS** that the Respondents, shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of the Respondents’ business or operations, and to dispose of redundant or non material assets not exceeding \$250,000 in any one transaction or \$2 million in the aggregate;
- (b) terminate the employment of such of the Respondents’ employees or temporarily lay off such of the Respondents’ employees as it deems appropriate;
- (c) pursue all avenues of refinancing of the Respondents’ Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any materials refinancing,

all of the foregoing to permit ~~the~~ the Respondents, to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

15. ~~12.~~ **THIS COURT ORDERS** that the Respondents shall provide each of the relevant landlords with notice of the Respondents’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the applicable Respondent’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the CRO, on behalf of the applicable Respondent, or by further Order of this Court upon application by the CRO, on behalf of the applicable Respondent, on at least two (2) days notice to such landlord and any such secured creditors. If the Respondents disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for un Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the CRO’s claim, on behalf of the applicable Respondent, to the fixtures in dispute.

16. ~~13.~~ **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the CRO and the Monitor 24 hours’ prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against any of the Respondents in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

17. ~~14.~~ **THIS COURT ORDERS** that until and including ~~February 10, 2024~~ October 31, 2025 or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or

continued against or in respect of the Respondents, the Monitor or the CRO (as defined below), or affecting the Business or the Property, except with the written consent of the Respondents and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. ~~15.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Respondents, the Monitor or the CRO (defined below), or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Respondents and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest; or
- (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents, except with the written consent of the Respondents and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of

goods and/or services, including without limitation all computer software, communication and other data services, call center services, collections services, equipment warranty and repair services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Respondents, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Respondents, and that the Respondents shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Respondents in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and each of the Respondents and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Respondents. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Respondents with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court.

APPOINTMENT OF MONITOR

23. ~~20.~~ **THIS COURT ORDERS** that KPMG Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein and that the Respondents and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondents pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. ~~21.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Respondents' receipts and disbursements, Business and dealings with the Property and, among other things, ensure all disbursements are consistent with the Cash Flow Statements (as defined in Pre-Filing Report), as amended from time to time, and subject to the variances permitted in the Definitive Documents;
- (b) exercise the consent rights set out in the Order in its sole discretion including without limitation the right to consent to any agreement, transaction payment or transfer referenced in paragraphs ~~69-71~~10 above;
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to ~~the~~these CCAA proceedings ~~herein~~;
- (d) assist the Respondents, to the extent required by the Respondents or the DIP Lender (as defined below), in its dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Respondents and the DIP Lender which may be used in these CCAA proceedings including reporting on a basis to be agreed with the DIP Lender;
- (e) advise the Respondents in its preparation of the cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with

the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;

- (f) advise the Respondents in their development of a Plan and any amendments to a Plan;
- (g) assist the CRO, to the extent required by the CRO, with the holding and administering of creditors' or shareholders' meetings for voting on a Plan;
- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondents, to the extent that is necessary to adequately assess the Respondents' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) give notice pursuant to the CRO Engagement Letter (as defined below) terminating for and on behalf of the Respondents the engagement of the CRO;
- (k) assist the Respondents in complying with the terms of the Definitive Documents;
- (l) provide information to the DIP Lender regarding the Business and affairs of the Respondents in response to reasonable requests thereof;
- (m) apply to this Court, on its own behalf or on behalf of the Respondents, for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order of this Court in these [CCAA](#) proceedings, including for advice and directions with respect to any matter; and
- (n) perform such other duties as are required by this Order or by this Court from time to time.

25. ~~22.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

26. ~~23.~~ **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension, retirement or benefit amounts, or any successor employer liabilities as provided for in section 11.8(1) of the CCAA.

27. ~~24.~~ **THIS COURT ORDERS** that nothing herein contained and nothing done by the Monitor in carrying out its duties hereunder shall result in, or be deemed to result in, the Monitor being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the Monitor shall not, as a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the Monitor is nevertheless found to be in possession of any Property, then the Monitor shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections

in relation to the Respondents and such Property as provided in s. 14.06(1.2) and s. 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. ~~25.~~ **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Respondents and the DIP Lender with information provided by the Respondents in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant or the Respondents is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant or the Respondents, as applicable, may agree.

29. ~~26.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part and the Monitor shall not have any liability with respect to losses, claims, damages, indemnities or liabilities, of any nature or kind, to any Person from and after the date of this Order, except to the extent such losses, claims, damages or liabilities directly result from the gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. ~~27.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant and counsel to the CRO shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the CRO shall be paid its fees in accordance with the CRO Engagement Letter, by the Respondents as part of the costs of these CCAA proceedings. The Respondents are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis and, in addition, the Respondents are hereby authorized to pay to the Monitor, counsel to the Monitor,

counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

31. ~~28.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

32. ~~29.~~ **THIS COURT ORDERS** that the Monitor, the CRO, counsel to the Monitor, counsel to the CRO, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1.5 million as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, and in the case of the CRO, as set out in the CRO Engagement Letter both before and after the making of this Order in respect of these CCAA proceedings excluding the Success Fee (as defined in the CRO Engagement Letter) payable thereunder. The Administration Charge shall have the priority set out in paragraphs ~~45~~56 and ~~47~~58 hereof.

APPOINTMENT OF CRO

33. ~~30.~~ **THIS COURT ORDERS** that the agreement dated as of November 8, 2023, pursuant to which ~~the Respondents have engaged~~ HWS Consulting Inc. was engaged to act as Chief Restructuring Officer (the "**CRO**") through the services of Joe Prosperi and other employees or agents of HWS Consulting Inc., a copy of which is attached as **Exhibit A** to the Yurkovich Affidavit (as may be amended by the parties thereto with the consent of the Monitor and the Applicant ~~to~~ the "**CRO Engagement Letter**"), and the appointment of the CRO of the Respondents pursuant to the terms thereof, are hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

34. **THIS COURT ORDERS** that (a) the CRO Work Fee of \$65,000 per month payable to the CRO by the Respondents pursuant to and in accordance with the CRO Engagement Letter, is hereby approved, nunc pro tunc; and (b) the Success Fee set out in the CRO Engagement Letter is hereby approved.

35. **THIS COURT ORDERS** that the Confidential Appendix “R” to the Joint Report containing the Fifth CRO Amendment (as defined in the Joint Report) is hereby sealed pending further Order of the Court.

36. ~~31.~~ **THIS COURT ORDERS** that, during the Stay Period, the CRO is authorized to oversee the Business and the Property, and otherwise exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter, which shall include the exercise of all consent rights and matters of discretion reserved to the Respondents under the terms of this Order, together with such other powers, responsibilities and duties as may be agreed upon by the CRO, the Monitor and the Applicant (collectively, the “CRO Powers”). ~~For the avoidance of doubt, the~~ The CRO Powers shall include the authority to enter agreements or instruments on behalf of the Respondents, to the exclusion of all others, including transaction agreements in connection with any sale and investment solicitation process in these CCAA proceedings, and authorizing corporate filings on behalf of the Respondents and identifying the CRO as a director or officer of the Respondents for the limited purpose of such filing, if required. In exercising the CRO Powers, the CRO shall be deemed to be acting for and on behalf of the Respondents and not its personal or corporate capacity.

37. ~~32.~~ **THIS COURT ORDERS** that the CRO shall not be, or deemed to be a director, officer or employee of the Respondents.

38. ~~33.~~ **THIS COURT ORDERS** that all employees of the Respondents shall remain employees of the Respondents until such time as the employment of such employees is terminated. Nothing in this Order shall cause the CRO to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension, retirement or benefit amounts.

39. ~~34.~~ **THIS COURT ORDERS** that nothing herein contained and nothing done by the CRO in carrying out its duties hereunder shall result in, or be deemed to result in, the CRO being an employer, successor employer, responsible person, operator, officer, director, employee receiver, trustee, assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Respondents, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever. Without limiting the foregoing, the CRO shall not, as

a result of this Order, or anything done pursuant to this Order, be deemed to occupy or to take Possession of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, under Environmental Legislation, provided however that nothing herein shall exempt the CRO from any duty to report or make disclosure imposed by applicable Environmental Legislation, provided further however, if the CRO is nevertheless found to be in possession of any Property, then the CRO shall be deemed to be a person who has been lawfully appointed to take or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the BIA (as defined below) and shall be entitled to the benefits and protections in relation to the Respondents and such Property as provided in s. 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property. The CRO shall not, as a result of this Order or anything done in pursuance of the CRO’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

40. ~~35.~~ **THIS COURT ORDERS** that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

41. ~~36.~~ **THIS COURT ORDERS** that the obligations of the Respondents to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Respondents.

42. ~~37.~~ **THIS COURT ORDERS** that, to the extent required by the Monitor or the DIP Lender, the CRO shall assist with the timely dissemination of financial and other information to the DIP Lender, its counsel, and the financial advisor to the DIP Lender of such information reasonably requested by the DIP Lender.

43. ~~38.~~ **THIS COURT ORDERS** that the Respondents shall not make any payment or transfer of money, without the consent of the CRO.

DIP FINANCING

44. ~~39.~~ **THIS COURT ORDERS** that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from the Applicant (in such capacity, the “DIP Lender”) in order to finance the Respondents’ working capital requirements and restructuring costs, provided that borrowings under such credit facility shall not exceed ~~\$10,000,000~~38,600,000 unless permitted by further Order of this Court.

45. ~~40.~~ **THIS COURT ORDERS** ~~THAT~~that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Facility Term Sheet between the Initial Respondents and the DIP Lender dated as of November 9, 2023 (the “DIP Agreement”), filed as **Exhibit C** to the Yurkovich Affidavit, as amended by the First DIP Amendment, the Second DIP Amendment, the Third DIP Amendment, the Fourth DIP Amendment, and the Fifth DIP Amendment (all as defined in the Joint Report).

46. **THIS COURT ORDERS** that the Fifth DIP Amendment is hereby approved, and that the Initial Respondents are hereby authorized and empowered to enter into the Fifth DIP Amendment, nunc pro tunc. The Respondents shall be further authorized and empowered to execute a joinder and amendment to the DIP Agreement, substantially in the form attached as Appendix “Q” to the Joint Report, to add the Additional Respondents as obligors thereunder subject to the terms of this Order (the “DIP Joinder”). References to “Respondents” in this DIP Financing section shall only include the Additional Respondents from and after their execution of the DIP Joinder.

47. ~~41.~~ **THIS COURT ORDERS** that the Respondents are hereby authorized and directed to execute and deliver the DIP Agreement, any drawdown notices under the DIP Agreement, and such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “Definitive Documents”), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Respondents are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to

the DIP Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

48. ~~42.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made; provided that, notwithstanding anything to the contrary herein, in respect of the Additional Respondents and their respective Property, the DIP Lender’s Charge shall only secure the Obligations (as defined under the DIP Agreement) incurred by the Respondents from and after June 2, 2025. The DIP Lender’s Charge shall have the priority set out in paragraphs ~~45~~56 and ~~47~~58 hereof.

49. ~~43.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender’s Charge, the DIP Lender may immediately exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to the DIP Agreement, Definitive Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the DIP Lender to the Respondents against the obligations of the Respondents to the DIP Lender under the DIP Agreement, the Definitive Documents or the DIP Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Respondents and for the appointment of a trustee in bankruptcy of the Respondents; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

50. ~~44. THIS COURT ORDERS AND DECLARES~~ that the DIP Lender shall be treated as unaffected in any ~~plan of arrangement or compromise filed by the Respondents under the CCAA,~~ Plan or any proposal filed by the Respondents under the BIA, with respect to any advances made under the Definitive Documents.

APPOINTMENT OF SALES AGENT

51. THIS COURT ORDERS that the agreement dated as of April 28, 2025, engaging Canadian Imperial Bank of Commerce (the “Sales Agent”) as sales agent in these CCAA proceedings, a redacted copy of which is attached as Appendix “L” to the Joint Report (the “CIBC Engagement Letter”), and the retention of the Sales Agent pursuant to the terms thereof, is hereby ratified and approved, *nunc pro tunc*, and the Respondents are authorized and directed to make the payments contemplated thereunder when earned and payable in accordance with the terms and conditions of the CIBC Engagement Letter.

52. THIS COURT ORDERS that the Sales Agent shall be entitled to the benefit of and is hereby granted a charge (the “Sales Agent Charge”) on the Property, which charge shall not exceed \$3.5 million, as security for all amounts due to be paid to the Sales Agent pursuant to the CIBC Engagement Letter. The Sales Agent Charge shall have the priority set out in paragraph 56 herein.

53. THIS COURT ORDERS that the Sales Agent, its affiliates, partners, directors, employees, agents and controlling persons shall incur 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 the Sales Agent’s engagement by the Respondents pursuant to the CIBC Engagement Letter, or the carrying out of the provisions of the CIBC Engagement Letter, save and except for any gross negligence or wilful misconduct on its part.

54. THIS COURT ORDERS that the obligations of the Respondents to the Sales Agent pursuant to the CIBC Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Respondents, and no such Plan or proposal shall be sought for approval that does not provide for the payment of all amounts due to the Sales Agent pursuant to the CIBC Engagement Letter.

55. THIS COURT ORDERS that the Confidential Appendix “M” to the Joint Report containing the unredacted CIBC Engagement Letter is hereby sealed pending further Order of the Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

56. ~~45.~~ **THIS COURT ORDERS** that the priorities of the Administration Charge ~~and~~, the DIP Lender’s Charge and the Sales Agent Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1.5 million); ~~and~~

Second – DIP Lender’s Charge (to the maximum amount of the Obligations ~~(as defined under the DIP Agreement)~~), subject to paragraph 48 hereof; and

Third – Sales Agent Charge (to the maximum amount of \$3.5 million).

57. ~~46.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge ~~or~~, the DIP Lender’s Charge or the Sales Agent Charge (collectively, the “Charges”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

58. ~~47.~~ **THIS COURT ORDERS** that each of the ~~Administration Charge and the DIP Lender’s Charge~~ Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “Encumbrances”) in favour of any Person.

59. ~~48.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Respondents shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Administration Charge or the DIP Lender’s Charge~~ Charges, unless the Respondents also obtains the prior written consent of the Monitor, the DIP Lender, the Sales Agent and the beneficiaries of the Administration Charge, or further Order of this Court.

60. ~~49.~~ **THIS COURT ORDERS** that the ~~Administration Charge~~Charges, the DIP Agreement, and the Definitive Documents ~~and the DIP Lender's Charge~~ shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these CCAA proceedings and the declarations of insolvency made herein;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Respondents, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Respondents of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Respondents entering into the DIP Agreement or the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
 - (iii) the payments made by the Respondents pursuant to this Order, the DIP Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

61. ~~50.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents' interest in such real property leases.

KEY EMPLOYEE RETENTION PLAN

62. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described in the Joint Report and attached as Confidential Appendix "O" thereto (the "**Confidential KERP Appendix**"), is hereby approved and the Respondents are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

63. **THIS COURT ORDERS** that the Confidential KERP Appendix shall be and is hereby sealed, kept confidential, and shall not form part of the public record, pending further order of this Court.

SEALING

64. **THIS COURT ORDERS** that Confidential Appendix "O" to the Joint Report shall be and is hereby sealed, kept confidential, and shall not form part of the public record, pending further order of this Court.

SERVICE AND NOTICE

65. ~~51.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any Respondent of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

66. ~~52.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: kpmg.com/ca/crowncrest

67. ~~53.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Respondents and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these [CCAA](#) proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

68. ~~54.~~ **THIS COURT ORDERS** that the Applicant, the Respondents and the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these [CCAA](#) proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. Any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SORS/DORS).

GENERAL

69. ~~55.~~ **THIS COURT ORDERS** that the Respondents or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

70. ~~56.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Respondents, the Business or the Property.

71. ~~57.~~ **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 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 Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

72. ~~58.~~ **THIS COURT ORDERS** that each of the Applicant, the Respondents and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for 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~~ these CCAA proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

73. ~~59.~~ **THIS COURT ORDERS** that any interested party (including the Applicant, the Respondents and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

74. ~~60.~~ **THIS COURT ORDERS** that the ~~Initial Order~~ ARIO is hereby amended and restated pursuant to this Order, and 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 and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36 ~~ASAAS~~ 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., ~~MARBLE AMALCO INC.~~, CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., ~~AND~~ 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

SECOND AMENDED AND RESTATED INITIAL ORDER

OSLER, HOSKIN & HARCOURT LLP

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~~Lawyers for Peoples Trust Company, the Applicant~~ [Lawyers for KPMG Inc., in its capacity as Monitor](#)

TAB 5

Estate / Court File No. 31-3226766

Court File No. BK-25-03226766-0031

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE MADAM)	MONDAY, THE 2ND
)	
JUSTICE B. CONWAY)	DAY OF JUNE, 2025

**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**

ORDER
(NOI Discharge and Termination)

THIS MOTION, made by KPMG Inc. (“**KPMG**”), in its capacity as proposal trustee (the “**Proposal Trustee**”) of HCSI Home Comfort Inc. (the “**Company**”) pursuant to the *Bankruptcy and Insolvency Act*, RSC85, c. B-3, as amended (the “**BIA**”), for an order, *inter alia*, (i) discharging the Proposal Trustee, (ii) approving the activities, conduct and the Joint Report of KPMG dated May 26, 2025, delivered in its capacities as the Proposal Trustee of the Company, the proposed Monitor of the Company in the proposed consolidated proceedings under the *Companies’ Creditors Arrangement Act* bearing court file number CV-23-00709183-00CL (the “**CCAA Proceedings**”), and 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 in the CCAA Proceedings (the “**Joint Report**”), (iii) approving the fees and disbursements of the Proposal Trustee up to \$15,000, and (iv) discharging the Proposal Trustee and terminating these proceedings commenced by the Company by the filing of a notice of intention to make a proposal under the BIA bearing Court File No.: BK-25-03226766-0031 and Estate/ Court File No.: 31-3226766 (the “**NOI Proceedings**”), was heard this day by judicial videoconference via Zoom.

ON READING the Joint Report, and on hearing the submissions of counsel for the Proposal Trustee, and such other counsel that were present, no one else appearing although duly served as appears from the affidavit of service, filed:

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms used but not defined herein shall have the meaning given to them in the Joint Report or the Second Amended and Restated Initial Order of this Court dated June 2, 2025 (the “**SARIO**”), as applicable.

SERVICE

2. **THIS COURT ORDERS** that the time 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.

APPROVAL OF FEES AND ACTIVITIES OF THE PROPOSAL TRUSTEE

3. **THIS COURT ORDERS** that the Joint Report is hereby approved, and the activities and conduct of the Proposal Trustee described therein are hereby approved; provided, however, only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee in an aggregate amount not to exceed \$15,000, be and are hereby approved.

TERMINATION OF THESE NOI PROCEEDINGS

5. **THIS COURT ORDERS** that these NOI Proceedings are hereby terminated, and all steps, agreements and procedures validly taken, done or entered into by the Company or the Proposal Trustee during the NOI Proceedings shall remain valid and binding.

DISCHARGE OF THE PROPOSAL TRUSTEE

6. **THIS COURT ORDERS** that the Proposal Trustee has duly and properly satisfied, discharged and performed all of its obligations, liabilities, responsibilities and duties in compliance and in accordance with these NOI Proceedings, the BIA or otherwise.

7. **THIS COURT ORDERS** that KPMG is hereby discharged as Proposal Trustee and shall have no further duties, obligations or responsibilities as Proposal Trustee; provided that, notwithstanding its discharge as Proposal Trustee, KPMG shall have the authority from and after the date hereof to complete or address any matters in its role as Proposal Trustee that are ancillary or incidental to these NOI Proceedings, as may be required or appropriate.

8. **THIS COURT ORDERS** that, notwithstanding the Proposal Trustee's discharge, the termination of these NOI Proceedings or any other provision of this Order or any Order made under the CCAA, nothing herein shall affect, vary, derogate from, limit or amend, and KPMG and its counsel shall continue to have the benefit of, any and all of the rights, approvals and protections in favour of the Proposal Trustee and its counsel at law or pursuant to the BIA or otherwise.

GENERAL

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

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 any Order subsequently made in this proceeding, and to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order and any Order subsequently made in these proceedings. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order and any Order subsequently made in this proceeding, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

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

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

Estate / Court File No. 31-3226766

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

Court File No. BK-25-03226766-0031

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**
Proceeding commenced at Toronto

**ORDER
(NOI DISCHARGE AND TERMINATION)**

OSLER, HOSKIN & HARCOURT LLP

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Lawyers for KPMG Inc., in its capacity as Proposal Trustee

TAB 6

Estate / Court File No. 31-3226764

Court File No. BK-25-03226764-0031

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE MADAM)	MONDAY, THE 2ND
)	
JUSTICE B. CONWAY)	DAY OF JUNE, 2025

**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 2 INC., IN THE CITY OF
NORTH YORK, IN THE PROVINCE OF ONTARIO**

ORDER
(NOI Discharge and Termination)

THIS MOTION, made by KPMG Inc. (“**KPMG**”), in its capacity as proposal trustee (the “**Proposal Trustee**”) of HCSI Home Comfort 2 Inc. (the “**Company**”) pursuant to the *Bankruptcy and Insolvency Act*, RSC85, c. B-3, as amended (the “**BIA**”), for an order, *inter alia*, (i) discharging the Proposal Trustee, (ii) approving the activities, conduct and the Joint Report of KPMG dated May 26, 2025, delivered in its capacities as the Proposal Trustee of the Company, the proposed Monitor of the Company in the proposed consolidated proceedings under the *Companies’ Creditors Arrangement Act* bearing court file number CV-23-00709183-00CL (the “**CCAA Proceedings**”), and 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 in the CCAA Proceedings (the “**Joint Report**”), (iii) approving the fees and disbursements of the Proposal Trustee up to \$15,000, and (iv) discharging the Proposal Trustee and terminating these proceedings commenced by the Company by the filing of a notice of intention to make a proposal under the BIA bearing Court File No.: BK-25-03226764-0031 and Estate/ Court File No.: 31-3226764 (the “**NOI Proceedings**”), was heard this day by judicial videoconference via Zoom.

ON READING the Joint Report, and on hearing the submissions of counsel for the Proposal Trustee, and such other counsel that were present, no one else appearing although duly served as appears from the affidavit of service, filed:

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms used but not defined herein shall have the meaning given to them in the Joint Report or the Second Amended and Restated Initial Order of this Court dated June 2, 2025 (the “**SARIO**”), as applicable.

SERVICE

2. **THIS COURT ORDERS** that the time 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.

APPROVAL OF FEES AND ACTIVITIES OF THE PROPOSAL TRUSTEE

3. **THIS COURT ORDERS** that the Joint Report is hereby approved, and the activities and conduct of the Proposal Trustee described therein are hereby approved; provided, however, only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee in an aggregate amount not to exceed \$15,000, be and are hereby approved.

TERMINATION OF THESE NOI PROCEEDINGS

5. **THIS COURT ORDERS** that these NOI Proceedings are hereby terminated, and all steps, agreements and procedures validly taken, done or entered into by the Company or the Proposal Trustee during the NOI Proceedings shall remain valid and binding.

DISCHARGE OF THE PROPOSAL TRUSTEE

6. **THIS COURT ORDERS** that the Proposal Trustee has duly and properly satisfied, discharged and performed all of its obligations, liabilities, responsibilities and duties in compliance and in accordance with these NOI Proceedings, the BIA or otherwise.

7. **THIS COURT ORDERS** that KPMG is hereby discharged as Proposal Trustee and shall have no further duties, obligations or responsibilities as Proposal Trustee; provided that, notwithstanding its discharge as Proposal Trustee, KPMG shall have the authority from and after the date hereof to complete or address any matters in its role as Proposal Trustee that are ancillary or incidental to these NOI Proceedings, as may be required or appropriate.

8. **THIS COURT ORDERS** that, notwithstanding the Proposal Trustee's discharge, the termination of these NOI Proceedings or any other provision of this Order or any Order made under the CCAA, nothing herein shall affect, vary, derogate from, limit or amend, and KPMG and its counsel shall continue to have the benefit of, any and all of the rights, approvals and protections in favour of the Proposal Trustee and its counsel at law or pursuant to the BIA or otherwise.

GENERAL

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

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 any Order subsequently made in this proceeding, and to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order and any Order subsequently made in these proceedings. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order and any Order subsequently made in this proceeding, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

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

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

Estate / Court File No. 31-3226764

Court File No. BK-25-03226764-0031

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

Proceeding commenced at Toronto

**ORDER
(NOI DISCHARGE AND TERMINATION)**

OSLER, HOSKIN & HARCOURT LLP

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Lawyers for KPMG Inc., in its capacity as Proposal Trustee

TAB 7

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

THE HONOURABLE) MONDAY, THE 2ND
)
JUSTICE CONWAY) DAY OF JUNE, 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., AND
CROWN CREST CAPITAL TRUST**

Respondents

**ORDER
(SISP Approval 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, *inter alia*, approving the Sale and Investment Solicitation Process in respect of the Respondents in the form attached hereto as Schedule “A” (the “**SISP**”) and granting certain related relief, was heard by videoconference on June 2, 2025.

ON READING the Motion Record of the Monitor, the Joint Report of KPMG dated May 26, 2025, delivered in its capacities as 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, Proposal Trustee of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. and proposed Monitor of HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (the “**Joint Report**”), and the affidavit of Josef Prosperi sworn May 26, 2025, and on reading the fifth report of the Monitor dated January 4, 2025 (the “**Fifth Report**”), the sixth report of the Monitor dated March 25, 2025 (the “**Sixth Report**”), the affidavit of Pritesh Patel sworn May 26, 2025 (the “**Patel Fee Affidavit**”), and the affidavit of Martino Calvaruso sworn May 26, 2025 (the “**Calvaruso Fee Affidavit**”), and on hearing the submissions of counsel for the Monitor, counsel for Peoples Trust Company (“**PTC**”), counsel for HWS Consulting Inc., in its capacity as the Chief Restructuring Officer of the Respondents (the “**CRO**”), Class Counsel in the Bonnick Action and PTC Action, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed May ●, 2025,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Joint Report, the SISP and the Second Amended and Restated Initial Order of this Court dated June 2, 2025 (the “**SARIO**”), as applicable.

SALE AND INVESTMENT SOLICITATION PROCESS

3. **THIS COURT ORDERS** that the SISP attached as Schedule “A” is hereby approved and that the Monitor and the Sales Agent are hereby authorized and empowered to implement the SISP pursuant to the terms thereof. The Monitor and the Sales Agent are hereby authorized and directed to do all things reasonably necessary or desirable to give full effect to the SISP and to perform their respective obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction(s) under the SISP.

4. **THIS COURT ORDERS** that the Monitor, the Sales Agent, the CRO, PTC and the Respondents, and their respective affiliates, partners, directors, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of any such person (with respect to such person alone), in performing their obligations under the SISP, as determined by this Court in a final order

that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.

5. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Monitor and the Sales Agent are authorized and permitted to send, cause or permit to be sent, commercial electronic messages to electronic addresses of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in the CCAA Proceedings.

6. **THIS COURT ORDERS** that in supervising and overseeing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the SARIO and any other Order of this Court in the CCAA Proceedings. Notwithstanding anything contained herein or in the SISP, and in no way limiting the protections provided to the Monitor in the SARIO, the Monitor shall not take possession of any Property or be deemed to take possession of any Property.

7. **THIS COURT ORDERS** that the Monitor may from time to time apply to this Court for advice and directions in connection with the SISP or the implementation thereof.

PIPEDA

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Monitor and the Sales Agent, and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each, a “**SISP Participant**”) and their advisors personal information of identifiable individuals (“**Personal Information**”), records pertaining to the Respondents’ past and current employees, and information on specific customers, but only to the extent desirable or

required to negotiate or attempt to complete a transaction pursuant to the SISP (a “**Transaction**”). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Monitor or the Sales Agent, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Monitor or the Sales Agent. Any Successful Bidder shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Respondents, and shall return all other personal information to the Monitor or the Sales Agent, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor or the Sales Agent.

APPROVAL OF MONITOR’S REPORTS, ACTIVITIES AND FEES

9. **THIS COURT ORDERS** that the actions, activities and conduct of the Monitor referred to in the Fifth Report, the Sixth Report and Joint Report are hereby approved; provided, however, that only KPMG, in its capacity as Monitor and in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

10. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from August 1, 2024 to April 30, 2025, as set out in the Patel Fee Affidavit, are hereby approved.

11. **THIS COURT ORDERS** that the fees and disbursements of Osler, Hoskin & Harcourt LLP, legal counsel to the Monitor, for the period from August 1, 2024 to April 30, 2025, as set out in the Calvaruso Fee Affidavit, are hereby approved.

GENERAL

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

13. **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.

14. **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.

15. **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.

SCHEDULE "A"

(See attached)

**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.

Timeline¹

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:

Event	Date
1. Commencement of SISP	June 2, 2025 at 12:01 a.m. (prevailing Eastern Time)
Phase 1	
2. Process Letter and Access to VDR 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
3. Phase 1 Bid Deadline Deadline for submission of LOIs (as defined below)	July 11, 2025 at 5:00 p.m. (prevailing Eastern Time) (“Phase 1 Bid Deadline”)

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

<p>4. Notification of Phase 1 Qualified Bid</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>(“Notification Deadline”)</p>
Phase 2	
<p>5. Qualified Bid Deadline</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>(“Qualified Bid Deadline”)</p>
<p>6. Auction</p> <p>Auction (as defined below), if applicable</p>	<p>September 26, 2025 at 10:00 a.m. (prevailing Eastern Time)</p>
<p>7. Selection of Successful Bid</p> <p>Deadline for selection of the Successful Bid</p>	<p>September 30, 2025 at 5:00 p.m. (prevailing Eastern Time)</p> <p>(“Successful Bid Selection Deadline”)</p>
<p>8. Approval Order Hearing</p> <p>Hearing of the motion for the Approval Order (as defined below)</p>	<p>October 15, 2025, subject to Court availability</p>
<p>9. Outside Date</p> <p>Deadline for completion of the transaction(s) represented by the Successful Bid</p>	<p>December 31, 2025 (prevailing Eastern Time)</p> <p>(“Outside Date”)</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.

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
(SISP Approval and Other Relief)**

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Lawyers for 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

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD OF THE MONITOR, PROPOSAL
TRUSTEE AND PROPOSED MONITOR
(Continuation and Consolidation of NOI Proceedings, SISP
Approval and Other Relief returnable June 2, 2025)**

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Green Debtors, Proposal Trustee of HCSI 1 and HCSI 2 in the NOI
Proceedings and Proposed Monitor of HCSI 1 and HCSI 2