

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

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

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

**NOVEMBER 3, 2025**

**TABLE OF CONTENTS**

**I. INTRODUCTION..... 1**

**II. PURPOSE OF REPORT..... 6**

**III. TERMS OF REFERENCE ..... 8**

**IV. ACTIVITIES OF THE DEBTORS AND THE CRO SINCE THE SISP APPROVAL ORDER..... 8**

**V. ACTIVITIES OF THE MONITOR SINCE THE SIXTH STAY EXTENSION ORDER ..... 9**

**VI. CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER 12, 2025 TO OCTOBER 25, 2025..... 11**

**VII. UPDATED CASH FLOW FORECAST ..... 13**

**VIII. THE SISP..... 15**

**IX. THE TRANSACTION..... 17**

**X. MONITOR’S RECOMMENDATION ..... 23**

**XI. ASSIGNMENT OF CONTRACTS ..... 25**

**XII. CUSTOMER CONTRACTS ..... 26**

**XIII. SEALING ORDER..... 27**

**XIV. APPROVAL OF FEES AND DISBURSEMENTS..... 28**

**XV. STAY EXTENSION ..... 29**

**XVI. MONITOR’S RECOMMENDATIONS ..... 30**

**APPENDICES**

**APPENDIX “A” – Eighth Report of the Monitor dated October 21, 2025 (without appendices)**

**APPENDIX “B” – Updated Cash Flow Forecast**

**APPENDIX “C” – APA dated October 8, 2025 (Redacted)**

**APPENDIX “D” – Affidavit of Pritesh Patel sworn November 3, 2025 re: Fees of KPMG Inc.**

**APPENDIX “E” – Affidavit of Martino Calvaruso sworn November 3, 2025 re: Fees of Osler, Hoskin & Harcourt LLP**

**CONFIDENTIAL APPENDIX “1” – Unredacted Copy of the APA**

**CONFIDENTIAL APPENDIX “2” – Summary of Phase 2 Bids**

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

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., CROWN CREST CAPITAL TRUST,  
HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC.**

**PEOPLES TRUST COMPANY**

**Applicant**

**AND**

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

**Respondents**

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

**November 3, 2025**

## I. INTRODUCTION

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

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

November 16, 2023, the second report of the Monitor dated January 29, 2024, the third report of the Monitor dated May 1, 2024 (the “**Third Report**”), and the fourth report of the Monitor dated September 19, 2024 (the “**Fourth Report**”); and (e) approving the fees and disbursements of KPMG and its counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), incurred through to July 31, 2024.

7. On January 9, 2025, the Court issued an Order, among other things: (a) extending the Stay of Proceedings to and including April 4, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$30 million; and (c) approving the Third DIP Amendment (as defined in and attached to the fifth report of the Monitor dated January 3, 2025 (the “**Fifth Report**”)), including the extension of the maturity date to April 4, 2025.
8. On April 4, 2025, the Court issued an Order, among other things, approving and giving effect, as it relates to the Simply Green Debtors, to: (a) the settlement of two proposed class actions relating to the Simply Green Debtors: a proposed class action (the “**Bonnick Action**”) commenced prior to the Initial Order Date against certain of the Simply Green Debtors and their former CEO, Mr. Lawrence Krimker, among others, and a separate proposed class action commenced against PTC (together with the Bonnick Actions, the “**Class Actions**”), which relates to and overlaps with the Bonnick Action; and (b) the settlement agreement in relation thereto, which is attached as Appendix “C” to the sixth report of the Monitor dated March 25, 2025 (the “**Settlement Agreement**” and the “**Sixth Report**”, respectively). The Settlement Agreement provides for the full resolution of all claims raised or which could have been raised against the Settling Defendants (as defined therein), which includes the Simply Green Debtors and the HCSI Entities (as defined herein) in the Class Actions, including any and all claims relating to the portfolio of Leases (as defined in the Settlement Agreement) held by the Settling Defendants across Canada.
9. On the same day, the Court issued an Order, among other things: (a) extending the Stay of Proceedings to and including July 4, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$34 million; and (c) approving the Fourth DIP Amendment (as defined in and attached to the Sixth Report), including the extension of the maturity date to July 4, 2025.

10. On May 23, 2025, HCSI Home Comfort Inc. (“**HCSI 1**”) and HCSI Home Comfort 2 Inc. (“**HCSI 2**” and together with HCSI 1, the “**HCSI Entities**”), two joint venture partners of the Simply Green Debtors who, prior to the Initial Order Date, originated the majority of the Simply Green Debtors’ “residential new construction” business, filed Notices of Intention to Make a Proposal 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**”) bearing court file number BK-25-03226766-0031 and estate/court file no. 31-3226766, and court file number BK-25-03226764-0031 and estate/court file no. 31-3226764, respectively. KPMG was named as the proposal trustee (the “**Proposal Trustee**”) in the NOI Proceedings.
11. On May 26, 2025, KPMG, in its capacities as the Monitor of the Simply Green Debtors, Proposal Trustee of the HCSI Entities and proposed Monitor of the HCSI Entities, issued a report (the “**Joint Report**”) seeking the following Orders which were granted by the Court on June 2, 2025:
  - (a) the Second Amended and Restated Initial Order (the “**SARIO**”) which, among other things:
    - (i) declared that the CCAA applies to the HCSI Entities (together with the Simply Green Debtors, the “**Debtors**”);
    - (ii) authorized the NOI Proceedings to be taken up and continued under the CCAA and consolidated with the CCAA Proceedings;
    - (iii) approved the CRO Work Fee of \$65,000 per month pursuant to the Fifth CRO Amendment, the Success Fee, and the sealing of the unredacted Fifth CRO Amendment (capitalized terms as defined in the Joint Report);
    - (iv) approved the engagement of Canadian Imperial Bank of Commerce (“**CIBC**”) as sales agent (the “**Sales Agent**”) in respect of the SISP (as defined below), including the Sales Agent Work Fee, the Completion Fee, the First Amendment to the CIBC Engagement Letter, the granting of the

Sales Agent Charge, and sealing of the unredacted CIBC Engagement Letter (capitalized terms as defined in the Joint Report);

- (v) approved the terms of a fifth amendment to the DIP Term Sheet (attached as Appendix E to the Supplement to the Joint Report dated May 30, 2025) and an amendment to paragraph 44 of the SARIO to increase the maximum borrowings permitted under the DIP Facility to \$38.6 million, and approved a joinder to the DIP Term Sheet to add the HCSI Entities as obligors under the DIP Term Sheet;
  - (vi) approved an amendment to paragraph 36 of the SARIO to expand the CRO Powers (as defined in the SARIO) to authorize the CRO to effect corporate filings of the Debtors, as may be required, and to clarify that the CRO Powers include the authority to execute agreements on behalf of Debtors in connection with the SISP;
  - (vii) approved the key employee retention plan; and
  - (viii) extended the Stay of Proceedings to and including October 31, 2025;
- (b) an Order (the “**SISP Approval Order**”), among other things, approving the sale and investment solicitation process (the “**SISP**”) in respect of the Debtors’ Business and Property, approving the actions, activities and conduct of the Monitor referred to in the Fifth Report, the Sixth Report and the Joint Report, and approving the fees and disbursements of the Monitor and its counsel for the period from August 1, 2024 to April 30, 2025; and
- (c) Orders under the BIA, among other things, discharging the Proposal Trustee, approving the fees and disbursements of the Proposal Trustee in an amount not to exceed \$15,000 for each of HCSI 1 and HCSI 2, approving the activities and conduct of the Proposal Trustee and terminating the NOI Proceedings.
12. On October 27, 2025, the Court issued an Order (the “**Sixth Stay Extension Order**”), among other things: (a) extending the Stay of Proceedings to and including December 20,

2025; and (b) approving the Sixth DIP Amendment (as defined in and attached to the eighth report of the Monitor dated October 21, 2025 (the “**Eighth Report**”)), including the extension of the maturity date to December 20, 2025. A copy of the Eighth Report is attached hereto as **Appendix “A”** (without appendices).

13. The Monitor has previously provided the Court with ten reports (including the Pre-Filing Report and the Supplement to the Joint Report).
14. Copies of materials and documents filed in connection with the CCAA Proceedings are available on the Monitor’s website at [kpmg.com/ca/crowncrest](http://kpmg.com/ca/crowncrest) (the “**Case Website**”). Copies of materials and documents filed in connection with the NOI Proceedings were also made available on the Case Website. In addition, KPMG has arranged for a toll-free hotline at 1-833-668-6400 and an email address at [crowncrest@kpmg.ca](mailto:crowncrest@kpmg.ca) through which creditors of the Debtors can make inquiries related to the CCAA Proceedings.

## **II. PURPOSE OF REPORT**

15. The purpose of this report (the “**Ninth Report**”) is to provide the Court with information pertaining to:
  - (a) an overview of the activities of the Debtors, under the stewardship of the CRO and supervision of the Monitor, since the issuance of the Sixth Stay Extension Order;
  - (b) the Debtors’ reported receipts and disbursements for the period from October 12, 2025 to October 25, 2025 (the “**October 12 Cash Flow Forecast**”), including a comparison of reported to forecasted results;
  - (c) the Debtors’ cash flow forecast (the “**Updated Cash Flow Forecast**”) for the period October 26, 2025 to May 2, 2026 (the “**Forecast Period**”);
  - (d) the proposed transaction that resulted from the SISP (the “**Transaction**”) between the Debtors, as sellers, and 1001363332 Ontario Inc. (the “**Buyer**”), as buyer, for the sale of Purchased Assets (as defined herein) pursuant to an asset purchase agreement dated October 8, 2025 (the “**APA**”);

- (e) the Monitor's motion requesting, for and on behalf of the Debtors, that the Court issue the following Orders:
- (i) an Order (the "**Approval and Vesting Order**"), among other things,
    - (A) approving the Transaction and the APA and authorizing the Debtors to take such steps as necessary to complete the Transaction,
    - (B) vesting in the Buyer, as at the Closing Date (as defined herein), all of the Debtors' right, title and interest in and to the Purchased Assets, free and clear of and from any and all security interests, hypothecs, mortgages, trusts or deemed trusts, liens, executions, levies, charges or other financial or monetary claims (except as contemplated by the APA and Approval and Vesting Order), and
    - (C) sealing **Confidential Appendix "1"** to this Ninth Report, being an unredacted copy of the APA, until the Closing Date, and **Confidential Appendix "2"** to this Ninth Report, being a summary of the four (4) Phase 2 Bids received in the SISP, until further order of the Court;
  - (ii) an Order (the "**Assignment Order**"), among other things, assigning to the Buyer the rights and obligations of the Debtors under certain Transferred Contracts (as defined herein) pursuant to section 11.3 of the CCAA, subject to the terms thereof; and
  - (iii) an Order (the "**Stay Extension Order**"), among other things:
    - (A) approving the actions, activities and conduct of the Monitor referred to in the Eighth Report and this Ninth Report;
    - (B) approving the fees and disbursements of the Monitor and its counsel, Osler, for the period from May 1, 2025 to September 30, 2025, as set out in this Ninth Report; and

(C) extending the Stay of Proceedings to and including April 30, 2026.

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

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

### **IV. ACTIVITIES OF THE DEBTORS AND THE CRO SINCE THE SISP APPROVAL ORDER**

19. Since the Initial Order Date, the Simply Green Debtors, under the stewardship of the CRO and the supervision of the Monitor, have stabilized the Simply Green Debtors’ business and have been conducting operations in the ordinary course. The CRO, with the assistance of the Monitor, has performed various activities in respect of the Debtors since the SARIO

and SISP Approval Order were granted, including the following activities since the date of the Sixth Stay Extension Order:

- (a) continuing to work closely with the Sales Agent and the Monitor to conduct the SISP, including assisting with information requests from the Buyer;
- (b) working with the parties to agree upon the Transaction and begin preparations for its closing if approved by the Court; and
- (c) operating the day-to-day business of the Debtors.

**V. ACTIVITIES OF THE MONITOR SINCE THE SIXTH STAY EXTENSION ORDER**

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

- (a) monitoring the Debtors' cash flows and reviewing analyses on variances to the Debtors' cash flow forecast;
- (b) assisting the Debtors, in consultation with the CRO and the DIP Lender, with preparing the Updated Cash Flow Forecast;
- (c) corresponding and communicating with the DIP Lender and its counsel in respect of the Debtors' cash flows and other matters relating to the CCAA Proceedings;
- (d) assisting the Debtors and the CRO with their communications with stakeholders including employees, vendors, key partners and creditors;
- (e) continuing to work closely with the Sales Agent and the Debtors to conduct the SISP, including assisting with information requests from the Buyer;
- (f) negotiating the APA on behalf of the Debtors;
- (g) working with the parties to agree upon the Transaction and begin preparations for its closing if approved by the Court; and

- (h) with the assistance of the Monitor's legal counsel, preparing this Ninth Report and the motion materials for the Approval and Vesting Order, the Assignment Order and the Stay Extension Order.
21. In addition, the Monitor, with the assistance of its legal counsel, has continued to engage and respond to information requests from Class Counsel since the Settlement Agreement was approved by this Court. In particular,
- (a) in May 2025, the Monitor, through its counsel, provided Class Counsel with a form of NDA (as defined herein), which, if signed, would allow Class Counsel to access information in respect of the conduct of the SISP and bids received in connection therewith. Class Counsel declined to sign the NDA at that time;
  - (b) after the Phase 1 Bid Deadline (as defined herein), at the request of Class Counsel, the Monitor provided a general update to Class Counsel on the status of the SISP;
  - (c) after the Phase 2 Bid Deadline (as defined herein), at the request of Class Counsel, the Monitor provided a further general update to Class Counsel on the status of the SISP, including that a Successful Bid had been selected; and
  - (d) following service of the motion materials in respect of the Sixth Stay Extension Order, Class Counsel reached out to the Monitor's counsel to request further information about the outcome of the SISP, the selection of the Successful Bid and next steps. The Monitor's counsel advised Class Counsel that further details regarding the selection of the Successful Bid and the Transaction would be included in the motion materials to be served in connection with the sale approval motion; however, to assist Class Counsel, the Monitor's counsel indicated that the Purchase Price in the APA, which is confidential, as described further below, does not engage the participation right for the Plaintiffs under the Settlement Agreement. The Monitor also provided Class Counsel with another opportunity to sign an NDA to access further information about the Transaction.

**VI. CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER 12, 2025 TO OCTOBER 25, 2025**

22. The October 12 Cash Flow Forecast was filed with the Court in support of the motion for the Sixth Stay Extension Order.
23. The Debtors have continued to provide the Monitor with their co-operation and access to their premises, books and records. The Monitor has implemented procedures for monitoring the Debtors' receipts and disbursements on a weekly basis. The Monitor has also worked with the Debtors to prepare forecast to actual variance analyses with respect to their weekly cash flows as compared to the October 12 Cash Flow Forecast.
24. A comparison of the Debtors' actual cash receipts and disbursements as compared to the October 12 Cash Flow Forecast for the two-week period ending October 25, 2025, is summarized as follows:

<b>Crown Crest Leasing Group</b>			
<b>Summary of Actual Receipts and Disbursements</b>			
<b>For the two week period from October 12, 2025 to October 25, 2025</b>			
<b>In C\$; unaudited</b>			
	<b>Actual</b>	<b>Forecast</b>	<b>Variance</b>
			Fav/(Unfav)
<b>Receipts</b>			
Customer receipts	1,021,052	1,146,755	(125,702)
<b>Total receipts</b>	<b>1,021,052</b>	<b>1,146,755</b>	<b>(125,702)</b>
<b>Operating disbursements</b>			
Technical servicing	163,385	182,624	19,239
Billing cost	9,542	9,861	319
Adjudication	-	-	-
Third-party call centre	-	-	-
General & administrative	77,917	57,013	(20,904)
IT	118,298	78,640	(39,659)
Rent and utilities	797	-	(797)
Payroll	198,872	205,854	6,982
Professional fees	57,497	30,250	(27,247)
Tax remittances	6,761	-	(6,761)
<b>Total operating disbursements</b>	<b>633,070</b>	<b>564,241</b>	<b>(68,828)</b>
<b>Net operating cash flow</b>	<b>387,983</b>	<b>582,513</b>	<b>(194,530)</b>
Debt servicing	1,018,626	1,025,861	7,235
Net cash flow before external funding	(630,643)	(443,348)	(187,296)
DIP funding	500,000	-	500,000
<b>Net cash flow</b>	<b>(130,643)</b>	<b>(443,348)</b>	<b>312,704</b>
Opening cash	2,008,833	2,008,833	-
Net cash flow	(130,643)	(443,348)	312,704
<b>Ending cash</b>	<b>1,878,189</b>	<b>1,565,485</b>	<b>312,704</b>
<b>Cumulative DIP Facility (excl. accrued interest)</b>			
Opening balance	37,374,244	37,374,244	-
DIP funding	500,000	-	500,000
Accrued interest	137,473	136,684	789
<b>Closing balance</b>	<b>38,011,717</b>	<b>37,510,928</b>	<b>500,789</b>

25. As reflected in the summary table above, the Debtors reported a net negative cash outflow of approximately \$0.6 million over the two-week period, after concurrent lease agreement (“CLA”) and debt servicing payments. The net negative cash outflow was funded by cash on hand and a \$0.5 million draw on the DIP Facility. As at October 25, 2025, the Debtors had a cash balance of approximately \$1.9 million, a positive variance of \$0.3 million as compared to the October 12 Cash Flow Forecast.
26. The \$0.3 million negative cash variance can be summarized as follows:
- (a) a negative variance of \$0.1 million in customer receipts, which was primarily due to a reduced volume of buyouts of equipment leased by the Debtors’ customers;

- (b) a negative variance of \$0.07 million related to operating disbursements, primarily the result of higher than forecast IT expenses (\$0.04 million) and professional fees (\$0.03 million), related to timing; and
  - (c) a positive variance of \$0.5 million in DIP funding due to the negative variance in total receipts and operating disbursements, as noted above.
27. As at October 25, 2025, the Debtors had drawn \$38.0 million under the DIP Facility, including accrued interest.

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

28. The Debtors, with the assistance of the Monitor and in consultation with the CRO, have prepared the Updated Cash Flow Forecast for the purpose of projecting the estimated liquidity needs of the Debtors during the Forecast Period. A copy of the Updated Cash Flow Forecast, the accompanying notes and a report containing prescribed representations regarding the Updated Cash Flow Forecast is attached hereto as **Appendix “B”**.
29. The Updated Cash Flow Forecast has been prepared on a conservative basis using probable and hypothetical assumptions set out in the notes to the Updated Cash Flow Forecast. The Updated Cash Flow Forecast reflects the Debtors’ estimates of receipts and disbursements on a weekly basis over the Forecast Period.
30. The Updated Cash Flow Forecast assumes that the Transaction will close on December 15, 2025 and that the TSA (as defined herein) is effective from December 15, 2025 to April 14, 2026, being the maximum permitted time period allowable under the APA, unless extended by mutual written agreement. As the TSA is on a cost-recovery basis, no forecast receipts and / or disbursements associated with the services performed under the TSA have been included in the Updated Cash Flow Forecast.
31. On the Closing Date, the Updated Cash Flow Forecast assumes that the Buyer will acquire \$2.5 million from cash on hand as per the terms of the APA.
32. Forecast cash receipts over the Forecast Period total approximately \$11.2 million, and include:

- (a) the collection of monthly payments from the customers of the Debtors up to the date prior to the Closing Date;
  - (b) the funding of the administration reserve to wind-down the CCAA Proceedings (the “**Administration Reserve**”) totaling \$1.5 million; and
  - (c) the funding of the reserve for accrued vendor payments and post-filing taxes (the “**Post-Filing Accrued and Unpaid Amounts Reserve**”) in excess of the cash on hand at the Closing Date less \$2.5 million, being the cash on hand acquired by the Buyer. The total Post-Filing Accrued and Unpaid Amounts Reserve is estimated at \$1.9 million, of which it is expected that approximately \$0.9 million will be funded out of cash on hand with the remainder being funded out of the cash proceeds from the Transaction.
33. Forecast total disbursements over the Forecast Period total approximately \$7.8 million, inclusive of the Administration Reserve and the Post-Filing Accrued and Unpaid Amounts Reserve, and primarily consist of professional fees of approximately \$2.6 million, sales tax remittances of approximately \$1.8 million, payroll of \$1.1 million, and costs associated with the technical servicing (call-outs, repairs and maintenance) of the portfolio (of approximately \$1.0 million).
34. Over the Forecast Period, and prior to the Closing Date, a payment of \$2.8 million will be paid to PTC to service debts owing under the warehouse loan agreements and secured debenture facilities with PTC and in respect of the CLAs.
35. The Updated Cash Flow Forecast does not project additional borrowings under the DIP Facility. Accordingly, amounts outstanding under the DIP Facility are projected to increase to \$38.6 million by the Closing Date only due to the capitalization of accrued interest on a monthly basis.
36. Subsequent to the Closing Date, the Updated Cash Flow Forecast projects the repayment of the amounts outstanding under the DIP Facility of \$38.6 million, subject to the granting of the Approval and Vesting Order and Stay Extension Order.

37. As noted below, the Updated Cash Flow Forecast reflects that the Debtors are projected to have sufficient liquidity to fund their obligations to the end of the proposed extension to the Stay of Proceedings.
38. The Monitor notes that the Updated Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

### **VIII. THE SISP**

39. The Monitor, the CRO and the Sales Agent conducted the SISP in accordance with the SISP Approval Order and acted in good faith throughout.
40. As described in the Eighth Report, the following is a summary of the key aspects of the SISP:
  - (a) commencing on June 4, 2025, the Sales Agent contacted 108 potential interested parties (collectively, the “**Known Interested Parties**”), comprised of Canadian and U.S. strategic and financial parties known to the Sales Agent or the Monitor or the CRO as potentially having interest, with regards to the transaction opportunity and the SISP. Each of the Known Interested Bidders received an email containing background information on the CCAA Proceedings, a copy of a non-confidential overview of the Debtors and their Business and the key dates pursuant to the SISP, and information on next steps to explore the opportunity;
  - (b) Known Interested Parties looking to obtain additional information regarding the transaction opportunity were required to execute a non-disclosure agreement (“**NDA**”) to obtain access to the virtual data room (“**VDR**”) maintained by the Sales Agent containing, among other things, confidential financial and other information relating to the Debtors and their operations;
  - (c) of the 108 Potential Bidders contacted, 29 parties signed an NDA and were granted access to the VDR, which included a Confidential Information Memorandum (collectively, the “**Potential Bidders**”);

- (d) over the course of the SISP, the Sales Agent followed up with the Known Interested Parties to confirm their receipt of the email communication with respect to the SISP, and to gauge their potential interest in pursuing the transaction opportunity. In addition, the Sales Agent and the Monitor kept the Debtors and the CRO apprised of the status of the SISP and any diligence requests received from Potential Bidders;
- (e) on July 11, 2025 (the “**Phase 1 Bid Deadline**”), the Sales Agent and the Monitor received a total of nine LOIs;
- (f) on July 18, 2025, the Monitor and the Sales Agent, in consultation with the CRO and PTC, determined that six of the LOIs received met the requirements of the SISP (the “**Phase 1 Qualified Bids**”) and those Potential Bidders (each a “**Phase 1 Qualified Bidder**”) were invited to proceed to Phase 2 of the SISP;
- (g) the other three LOIs received were determined not to constitute Phase 1 Qualified Bids and the Monitor provided the applicable Potential Bidders notice to delete all confidential information provided or otherwise in their possession;
- (h) the Phase 1 Qualified Bidders were required to submit Qualified Bids (as defined in the SISP) to the Monitor and the Sales Agent on or before 5pm (EST) on September 24, 2025 (the “**Qualified Bid Deadline**”);
- (i) four of the Phase 1 Qualified Bidders participated in management presentations;
- (j) on September 24, 2025, the Monitor, in consultation with the Sales Agent, the CRO and PTC, determined to amend the timeline set forth in paragraph 8 of the SISP by extending the Qualified Bid Deadline to September 29, 2025 at 12pm (EST), the date of the Auction (if applicable) to October 1, 2025 at 10am (EST) and the Successful Bid Selection Deadline to October 2, 2025 at 5pm (EST) (each term as defined in the SISP);
- (k) on September 29, 2025, the Monitor and the Sales Agent received a total of four (4) offers from Phase 1 Qualified Bidders (the “**Phase 2 Bids**”); and

- (l) subsequent to the Qualified Bid Deadline, the Monitor from time to time, in consultation with the Sales Agent, the CRO and PTC, extended the timelines set forth in paragraph 8 of the SISP for the date of the Auction and the Successful Bid Selection Deadline while it reviewed the Phase 2 Bids received and sought clarification from the bidders, as required. Most recently, the Monitor amended the date of the Auction (if applicable) to October 8, 2025 at 9am (EST) and the Successful Bid Selection Deadline to October 8, 2025 at 5pm (EST).

**IX. THE TRANSACTION**

41. As described in the Eighth Report and above, the SISP resulted in the receipt of four (4) Phase 2 Bids. A summary of the Phase 2 Bids received is attached hereto as **Confidential Appendix “2”**.
42. On October 9, 2025, the Monitor, in consultation with the Sales Agent, the CRO and PTC, declared the bid submitted by the Buyer as the Successful Bid.
43. In accordance with the terms of the SISP, the Debtors and the Buyer entered into the APA on October 8, 2025, pursuant to which the Buyer would acquire substantially all of the assets of the Debtors, including all Customer Contracts (as defined in the APA).
44. A summary of the material terms of the APA, a redacted copy of which is attached hereto as **Appendix “C”**, are as follows:<sup>1</sup>

Term	Details
Purchaser	<p>1001363332 Ontario Inc.</p> <p>The Buyer is a corporation formed under the <i>Business Corporations Act (Ontario)</i> for purposes of the Transaction and is a direct wholly-owned subsidiary of Go Lime Group Inc. (“<b>Go Lime</b>”). Go Lime is a leading Canadian home services company. Go Lime operates a vertically integrated</p>

<sup>1</sup> The following summary of the material terms of the APA is not intended to be a complete summary and is qualified by reference to the APA itself. Readers are encouraged to read the APA in its entirety for a complete description of the terms of the APA. All capitalized terms in the remainder of this section, not otherwise defined, have the meanings given to them in the APA.

Term	Details
	<p>business across water heaters, HVAC, sustainable energy solutions, financing, and full-service home upgrades.</p> <p>Basalt Infrastructure Partners IV GP Limited, in its capacity as general partner of Basalt Infrastructure Partners IV A L.P., Basalt Infrastructure Partners IV B L.P., Basalt Infrastructure Partners IV C L.P. and Basalt Infrastructure Partners IV D L.P. (“<b>Basalt</b>”) partnered with Go Lime to submit their bid in the SISP. Basalt is a dedicated infrastructure investment firm, with a transatlantic focus on mid market infrastructure. Basalt was founded in 2011 and acts as the exclusive investment advisor to Basalt funds with assets under management of over US\$7 billion. The funds are backed by long-term investors seeking stable and predictable cash flows from essential infrastructure assets. The Basalt funds focus on making direct equity investments in power, energy, digital infrastructure, utility and transportation businesses in North America and Europe.</p>
Purchased Assets	<p>At the Closing Time each Debtor will sell, convey, assign and transfer and deliver to the Buyer, and the Buyer will purchase, acquire and accept from each Debtor, free and clear of all Claims and Liabilities and Encumbrances, all of its right, title and interest at the Closing Time in, to and under, or relating to, all the assets, property and undertaking, owned, used or held by it in connection with the Business other than the Excluded Assets, including the following properties, assets and rights: (collectively, the “<b>Purchased Assets</b>”)</p> <ul style="list-style-type: none"> <li>• Accounts Receivable</li> <li>• CLA Interests and Leased Assets with respect thereto</li> <li>• Prepaid Expenses</li> <li>• Inventory</li> <li>• Fixed Assets and Equipment</li> <li>• Personal Property Leases</li> <li>• Transferred Contracts</li> <li>• Technology</li> <li>• Intellectual Property</li> <li>• Goodwill</li> <li>• Business Records</li> <li>• Permits</li> </ul>

Term	Details
	<ul style="list-style-type: none"> <li>• Licences</li> <li>• Benefits of rights to insurance claims related to the Business or the Purchased Assets and proceeds of insurance claims</li> <li>• Actions</li> <li>• Cash held by the Debtors and prescribed Bank Accounts</li> <li>• Payment Processing</li> <li>• Debts</li> <li>• Deposits Held by Credit Card Issuers</li> <li>• Warranty Rights</li> <li>• Confidential Information</li> <li>• Express Consents under Privacy and Anti-Spam Law</li> <li>• Certain Tax Refunds</li> <li>• Any non-compete rights in favour of the Debtors</li> <li>• Real Property Lease</li> <li>• Other Assets</li> </ul>
Assumption of Liabilities	<p>The Buyer will assume as of the Closing Time and will pay, discharge and perform, as the case may be, from and after the Closing, the following liabilities and obligations of each Debtor:</p> <ul style="list-style-type: none"> <li>• Obligations arising under the Transferred Contracts from and after the Closing Time</li> <li>• Cure Costs in connection with the Transferred Contracts to the extent an Assignment Order or consent is obtained with respect thereto</li> <li>• Employee Matters (as described below)</li> <li>• Liabilities pertaining to the ownership or use of the Purchased Assets accruing from and after the Closing Time</li> </ul>
Excluded Assets	<p>The Purchased Assets will not include any of the following assets of any of the Debtors (collectively, the “<b>Excluded Assets</b>”), which will remain the property of the Debtors:</p> <ul style="list-style-type: none"> <li>• Excluded Contracts (all Contracts that are not Transferred Contracts)</li> <li>• Certain Tax Refunds</li> <li>• Corporate Records</li> </ul>

Term	Details
	<ul style="list-style-type: none"> <li>• Rights under the APA, the Closing Documents and the Transaction</li> <li>• Non-Assignable Contracts and Permits</li> <li>• Assets Held by other Affiliates</li> <li>• Securities held by Debtors</li> <li>• Contracts of Insurance</li> <li>• Assets sold in the ordinary course of business prior to the Closing Time</li> <li>• Retainers</li> <li>• Enbridge Deposits</li> <li>• The HSCI Home Comfort Inc. Bank Account</li> </ul>
Excluded Liabilities	<p>Except as expressly assumed pursuant to Section 2.3, all of each Debtors' Debts, Claims and Liabilities and Contracts, of any kind or nature, will remain the sole responsibility of such Debtor, and the Buyer will not assume, accept or undertake any Debts, Claims and Liabilities, Contract or duty of the Debtors of any kind, whatsoever, except as expressly assumed pursuant to Section 2.3.</p>
Purchase Price	<p>The amount of the Purchase Price is set out in Confidential Appendix "1".</p> <p>The Buyer will satisfy the Purchase Price at the Closing Time by: (i) directing the Monitor to apply the Deposit (which has been paid to the Monitor by Basalt for and on behalf of the Buyer) against the Cash Purchase Price; (ii) paying, or causing Basalt to pay for and on behalf of the Buyer, to the Monitor, on behalf of the Debtors, an amount of cash in immediately available funds equal to the Cash Purchase Price less the Deposit; and (iii) assuming the Assumed Liabilities.</p>
Post-Filing Accrued and Unpaid Amounts Reserve	<p>Prior to the Closing Time, the Debtors must deliver an amount to be determined by the Monitor and Debtors on the Business Day prior to the Closing Date, equal to the lesser of: (a) \$2,000,000, and (b) the Debtors' cash in Bank Accounts that are Purchased Assets immediately prior to Closing minus \$2,500,000 (but not less than \$0), which amount will be paid to the Monitor from the Debtors' cash immediately prior to Closing and held by the Monitor to fund payment of Post-Filing Accrued and Unpaid Amounts.</p>

Term	Details
Transition Services Agreement	<p>The Parties are required to use commercially reasonable efforts to agree to a form of transition services agreement for a scope of services which has been delivered by the Buyer to the CRO (the “TSA”), on terms and conditions acceptable to the Parties, acting reasonably, and charged on a cost-recovery basis only, as soon as practical following the execution of the APA and in any event, prior to the Closing Date and to execute the TSA at the Closing Time.</p> <p>The TSA is to have a term not to exceed 120 calendar days following Closing, unless extended by mutual written agreement.</p>
Change of Name	<p>Following the Closing Date, each Debtor must use commercially reasonable efforts to change, and cause each of its Affiliates to, change its name to a name which does not include the words “Simply Green”, “Simply Group”, “Crown Crest”, “Sandpiper”, “Sand Piper”, “HCSI Home Comfort”, or “HCSI” or any part thereof or any similar words.</p>
Employee Matters	<p>At least seven (7) days prior to, but conditional on, Closing and with effect as of the Closing Time, the Buyer is required to make written offers of employment to the Employees on the Retention List, on such terms as Buyer determines appropriate. All of the Employees who accept the Buyer’s offer of employment and commence in employment with the Buyer as of the Closing Date are collectively referred to as “<b>Assumed Employees</b>”. The Buyer will assume and be responsible for all liabilities and obligations with respect to the vacation entitlement and vacation pay of the Assumed Employees accrued prior to the Closing Date. From and after the Closing Date, the Buyer will assume and be responsible for all liabilities and obligations with respect to the Assumed Employees, but only to the extent related to their employment with the Buyer on or after the Closing Date.</p>
Conditions to Closing	<p>Sections 6.1 and 6.2 of the APA include various conditions to Closing, including (among others):</p> <ul style="list-style-type: none"> <li>• cessation of all cash sweeps of Bank Accounts and wire payments from the Debtors’ bank accounts to PTC must cease as of 12:00 a.m. EST on the Cut-Off Date, meaning November 15, 2025;</li> <li>• the Debtors are required to deliver to the Buyer an executed CLA Release Agreement;</li> </ul>

Term	Details
	<ul style="list-style-type: none"> <li>• the Debtors must have obtained the Consents or an Assignment Order in respect of those Contracts and Permits identified on Schedule 2.6(b); and</li> <li>• that the Approval and Vesting Order has been issued and entered on or before November 15, 2025, or on or before such other date as the Parties and the Monitor agree to in writing.</li> </ul> <p>The form of CLA Release Agreement is attached as Schedule 1.1(z) to the APA. Pursuant to the CLA Release Agreement, PTC terminates the concurrent leases under the CLAs (but not the CLAs themselves), and assigns, transfers, releases, relinquishes, vests in and quitclaims unto the applicable Debtors, on an “as is, where is” basis, all of PTC’s right, title and interest in, to and in connection with the CLA Interests (as defined in the APA), and the applicable Debtors purchase and accept directly from PTC, the interest of PTC in and to the CLA Interests, in consideration of the acknowledgement by the Debtors of the Acknowledged Debt under Section 4 of the CLA Release Agreement.</p>
Termination	<p>The APA may be terminated at any time prior to Closing as follows (subject to the requirements set out in section 9.1):</p> <ul style="list-style-type: none"> <li>(a) by any Party if Closing does not occur on or before the Outside Date (December 31, 2025);</li> <li>(b) by mutual written consent of the Debtors (provided prior consent of the Monitor is obtained by the Debtors) and the Buyer;</li> <li>(c) upon written notice to the other Parties, if a Governmental Authority issues an order prohibiting the Transaction contemplated hereby, which order must have become Final and non-appealable;</li> <li>(d) by the Debtors upon written notice to the Buyer and with the consent of the Monitor, if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.3 by the Closing Date and such violation or breach has not been waived by the Debtors or cured;</li> <li>(e) by the Buyer upon written notice to the Debtors, if there has been a material violation or breach by a Debtor of any covenant, representation or warranty which would prevent</li> </ul>

Term	Details
	<p>the satisfaction of any condition set forth in Section 6.1 or 6.2 by the Closing Date and such violation or breach has not been waived by the Buyer or cured; and</p> <p>(f) by the Buyer or the Debtors if the Court declines to grant the Approval and Vesting Order or (if applicable) the Assignment Order in respect of the Transaction and the Parties are unable to remedy the reasons for the Court declining to grant such order.</p>
Effect of Termination	<p>In the event of termination of the APA, it will become null and void, except as set forth in section 9.2 and article 11 of the APA.</p> <p>If the APA is terminated pursuant to Sections 9.1(a), 9.1(b), 9.1(c), 9.1(e), or 9.1(f), the Deposit must be paid to Basalt, or as Basalt may direct, five (5) Business Days following the date of termination of the APA and the return of the Deposit is the sole and exclusive remedy of the Buyer in respect of any violation or breach by the Debtors of this Agreement and termination of the Agreement, and the Buyer hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Buyer may or would otherwise be entitled to as against the Debtors.</p> <p>If the APA is terminated pursuant to Section 9.1(d), the Deposit is forfeited by the Buyer to, and become the sole property of, the Debtors as liquidated damages and not as a penalty.</p>
Closing	<p>“<b>Closing Date</b>” means the date upon which Closing occurs, with the “<b>Target Closing Date</b>” being December 15, 2025, or such other date as the Parties, the Monitor and the DIP Lender, may agree in writing, acting reasonably.</p> <p>The Closing shall be deemed to have occurred upon delivery by the Monitor of an executed copy of the Monitor’s Certificate to the Buyer.</p>

**X. MONITOR’S RECOMMENDATION**

45. The Monitor, for and on behalf of the Debtors, recommends that the Transaction and the APA be approved by this Court for the following reasons:

- (a) the SISP was conducted by the Monitor and the Sales Agent, in consultation with the CRO and PTC, and with the assistance of the Debtors, in accordance with the SISP Approval Order, and all parties acted in good faith. It was a commercially reasonable process, which involved a thorough canvassing of the market in North America and beyond including a mix of strategic buyers and private equity groups in both Canada and the U.S., who are familiar with the industry in which the Debtors operate;
- (b) the Transaction provides for the greatest recovery available in the circumstances and will maximize benefit for the Debtors' stakeholders;
- (c) the Transaction provides for the sale of substantially all of the Debtors' assets, essentially as a going concern, and contemplates the continuation of the Debtors' operations and preserves employment for the Assumed Employees;
- (d) Go Lime, the parent company of the Buyer, has significant experience with the Debtors' business, as it currently serves as the largest contractor to the Debtors, delivering installation and servicing support to the Debtors across Ontario. Go Lime has deep experience scaling customer-facing platforms, building recurring revenue portfolios, and integrating complementary home comfort services;
- (e) Basalt, who partnered with Go Lime to submit their bid in the SISP, has sufficient committed capital through its managed funds to fund the Purchase Price in its entirety, without recourse to external debt financing. The Monitor has been advised by the Buyer's counsel that Basalt has significant experience partnering with management teams and building portfolios of infrastructure assets across North America, giving Basalt a strong appreciation for the operational and customer service standards central to Simply Green's business;
- (f) to consummate the Transaction, Basalt has already committed the full amount required to fund the Purchase Price, which funds are dedicated exclusively to the Purchase Price and are not available for any other use;

- (g) the Buyer has provided an equity commitment letter from Basalt confirming its commitment to fund the cash purchase price, subject to the terms and conditions set out therein.<sup>2</sup> The Monitor has been advised by the Buyer’s counsel that, following closing, the Buyer will fund its operations through a combination of third party financing and operating cash flows;
- (h) the Buyer’s counsel has advised the Monitor that with Basalt’s committed capital and Go Lime’s operating platform, the Buyer is positioned to assume Simply Green’s business seamlessly, preserve uninterrupted service, and enhance reliability, responsiveness, and value for customers on a go forward basis;
- (i) all parties with Claims listed on Schedule “B” to the proposed Approval and Vesting Order will receive notice of the within motion; and
- (j) PTC and the CRO support the Transaction. Based on the Monitor’s inquiries, no existing Debtor stakeholder, including PTC, is related to, or connected with, or has interest in, Go Lime or Basalt.

## XI. ASSIGNMENT OF CONTRACTS

- 46. Section 2.6(b) of the APA requires that the Debtors and the Buyer use commercially reasonable efforts to obtain any necessary consents in order to assign the Transferred Contracts set out in Schedule 2.1(g) of the APA (the “**Transferred Contracts**”) and Permits identified on Schedule 2.6(b) (other than the Customer Contracts, described below), and if any consent cannot be obtained, to use commercially reasonable efforts to apply for and obtain an Assignment Order in respect of such Transferred Contracts and Permits together with the motion for the Approval and Vesting Order.
- 47. Given the timing required under the APA and the inability to secure the necessary consents under the Transferred Contracts to date, the Monitor, for and on behalf of the Debtors, seeks the Assignment Order, which provides that upon delivery of the

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<sup>2</sup> Recourse under the Equity Commitment Letter is limited to the Deposit provided in connection with the Transaction except only in the event of fraud by Basalt in respect of the Equity Commitment Letter.

Monitor's Certificate, in the form attached as Schedule "A" to the Approval and Vesting Order, all rights and obligations of the Debtors under the agreements set out in Schedule "A" to the Assignment Order shall be assigned to the Buyer pursuant to section 11.3 of the CCAA. All counterparties to the agreements set out in Schedule "A" will receive notice of the within motion.

48. The requested assignments are a vital part of the Transaction and required by the Buyer pursuant to the APA. Ensuring the continuity of these relationships with the Debtors' contractual counterparties for the Buyer is vital for the success of the go-forward business and seamless transition for existing customers. The Monitor has been advised by the Buyer's counsel that the Buyer will be sufficiently capitalized post-Closing and supported by Go Lime and Basalt, as detailed above, such that it will be well positioned financially to perform its obligations under the Transferred Contracts.
49. The APA provides that the Buyer shall assume as of the Closing Time any Cure Costs in connection with a Transferred Contract to the extent an Assignment Order or Consent, as applicable, is obtained in respect of such Transferred Contract. No cure costs are anticipated in respect of the Transferred Contracts.

## **XII. CUSTOMER CONTRACTS**

50. The APA contemplates the assignment of all Customer Contracts to the Buyer.
51. The Monitor's counsel has reviewed a sample of 172 different standard form contracts<sup>3</sup> and 30 executed Customer Contracts. Through this review, the Monitor's counsel has determined that none of the sample Customer Contracts provide for consent rights in respect of assignment.
52. In addition, the Monitor understands that the Customer Contracts do not typically contain consent rights generally for customers, in accordance with industry practice. As described further in the CRO's affidavit, large portfolios of the Customer Contracts have

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<sup>3</sup> Multiple contracts in Simply Green's portfolio use the same standard form.

been assigned without consent in the past, including the sale of the Customer Contracts under the CLAs to PTC.

53. Accordingly, the Monitor, for and on behalf of the Debtors, is not seeking to assign the Customer Contracts to the Buyer pursuant to section 11.3 of the CCAA at this time and the Customer Contracts have not been included on Schedule “A” to the proposed Assignment Order.
54. The Monitor understands that the Buyer will provide notice to all counterparties to the Customer Contracts following the assignment of their contracts to the Buyer. The Monitor and the Buyer are working on revisions to the APA to address the treatment of any Customer Contract where an applicable customer is able to demonstrate required consent to assignment following the Closing Date, including the Monitor seeking an assignment under section 11.3 of the CCAA if a customer comes forward in the 120-day TSA period.

### **XIII. SEALING ORDER**

55. The Monitor recommends that Confidential Appendices “1” and “2” to this Ninth Report be filed with the Court on a confidential basis and remain sealed until the Closing Date or further order of the Court, respectively.
56. Both Confidential Exhibits contain competitively sensitive information. Confidential Appendix “1” is an unredacted copy of the APA and Confidential Appendix “2” includes a summary of the four (4) Phase 2 Bids received in the SISP.
57. Sealing the information contained in the Confidential Exhibits is necessary to maximize recoveries in the CCAA Proceedings, maintain the integrity and confidentiality of key information related to the Transaction and the SISP, and prevent irreparable harm to the Debtors’ Business and Property.
58. There will be prejudice to the Debtors and their stakeholders if the amount of the Deposit and the Purchase Price in the APA, and the summary of the Phase 2 Bids, is publicly

disclosed. With respect to the latter, the parties who submitted Phase 2 Bids had a reasonable expectation that the details of their bids would be kept confidential.

59. All parties have an interest in ensuring that the Closing of the Transaction in the APA is achieved. Publication of the Purchase Price, the Deposit and the details of the other bids made in the SISP prior to Closing could adversely impact any future marketability of the Debtors' Business and Property if the Transaction were to fail to close for any reason.
60. As described above, the Monitor is of the view that the Transaction in the APA represents the best option available for the Debtors' Business and Property and the disclosure of the redacted information in the Confidential Appendices poses a risk to the consummation of the Transaction. The Monitor is not aware of any party that would be prejudiced if the information is sealed or any public interest that would be served if such details are disclosed in full. Accordingly, the Monitor believes the proposed sealing of the Confidential Exhibits is appropriate in the circumstances.

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

61. KPMG and its counsel, Osler, have maintained detailed records of their professional time and disbursements since this Court last approved their fees and disbursements.
62. The total fees of KPMG during the period from May 1, 2025, to September 30, 2025, amount to \$318,020.00, together with disbursements in the amount of \$22,261.41, both excluding sales taxes (collectively, the "**KPMG Accounts**"). These amounts represent professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix "D"** is the affidavit of Pritesh Patel in respect of the KPMG Accounts.
63. The total fees of Osler during the period from May 1, 2025, to September 30, 2025, amount to \$600,581.00 (including fixed fees), together with disbursements in the amount of \$876.25, both excluding sales taxes (collectively, the "**Osler Accounts**"). These amounts represent professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix "E"** is the affidavit of Martino Calvaruso in respect of the Osler Accounts.

64. 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.
65. The fees and disbursements of KPMG and its counsel have been reviewed by the CRO, on behalf of the Debtors. KPMG has been advised that the Debtors and PTC do not oppose the approval of these fees and disbursements.

## **XV. STAY EXTENSION**

66. The proposed Stay Extension Order extends the Stay of Proceedings, which currently expires on December 20, 2025, to and including April 30, 2026 for the following reasons:
  - (a) the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence;
  - (b) the extension of the Stay of Proceedings will provide the Monitor, in consultation with the CRO and the DIP Lender, with the opportunity to close the Transaction;
  - (c) the extension of the Stay of Proceedings will facilitate the Debtors fulfilling their obligations under the TSA, which is described in more detail in the CRO's affidavit;
  - (d) as of the date of this Ninth Report, the Monitor is not aware of any party opposed to an extension of the Stay of Proceedings; and
  - (e) the extension of the Stay of Proceedings should not materially prejudice any creditor of the Debtors as the Updated Cash Flow Forecast reflects that the Debtors are projected to have sufficient funding to continue to operate in the normal course through the proposed extension of the Stay of Proceedings.
67. The Monitor intends to return to Court prior to the Closing Date to seek approval for an interim distribution to PTC, subject to maintaining sufficient holdback amounts to address post-closing matters and the administration of the Debtors' estate.

**XVI. MONITOR’S RECOMMENDATIONS**

- 68. For the reasons set out in this Ninth Report, the Monitor is of the view that the relief requested pursuant to the Approval and Vesting Order, the Assignment Order and the Stay Extension Order is both reasonable and appropriate in the circumstances and in the best interests of the Debtors’ estates. The Monitor is also of the view that the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence.
  
- 69. Based on the foregoing, the Monitor respectfully recommends that the Court approve the relief sought in the proposed Approval and Vesting Order, the Assignment Order, and the Stay Extension Order.

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

**KPMG Inc.**

**In its capacities as the Monitor of Crest Capital Management Corp., 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.**

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

Per:



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



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

# **Appendix “A”**

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

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

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

**OCTOBER 21, 2025**

**TABLE OF CONTENTS**

**I. INTRODUCTION..... 1**

**II. PURPOSE OF REPORT..... 6**

**III. TERMS OF REFERENCE ..... 6**

**IV. ACTIVITIES OF THE DEBTORS AND THE CRO ..... 7**

**V. ACTIVITIES OF THE MONITOR..... 8**

**VI. CASH RECEIPTS AND DISBURSEMENTS FROM MAY 18, 2025 TO  
OCTOBER 11, 2025..... 9**

**VII. UPDATED CASH FLOW FORECAST ..... 11**

**VIII. AMENDMENT TO DIP TERM SHEET ..... 12**

**IX. SISP UPDATE..... 14**

**X. STAY EXTENSION ..... 16**

**XI. MONITOR’S RECOMMENDATIONS ..... 17**

**APPENDICES**

**APPENDIX “A” - Updated Cash Flow Forecast**

**APPENDIX “B” – Executed DIP Joinder**

**APPENDIX “C” – Sixth DIP Amendment**

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL  
CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,  
SIMPLY GREEN HOME SERVICES CORP., CROWN CREST CAPITAL TRUST,  
HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC.**

**PEOPLES TRUST COMPANY**

**Applicant**

**AND**

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

**Respondents**

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

**October 21, 2025**

## I. INTRODUCTION

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

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

November 16, 2023, the second report of the Monitor dated January 29, 2024, the third report of the Monitor dated May 1, 2024 (the “**Third Report**”), and the fourth report of the Monitor dated September 19, 2024 (the “**Fourth Report**”); and (e) approving the fees and disbursements of KPMG and its counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”), incurred through to July 31, 2024.

7. On January 9, 2025, the Court issued an Order, among other things: (a) extending the Stay of Proceedings to and including April 4, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$30 million; and (c) approving the Third DIP Amendment (as defined in and attached to the Fifth Report of the Monitor dated January 3, 2025 (the “**Fifth Report**”)), including the extension of the maturity date to April 4, 2025.
8. On April 4, 2025, the Court issued an Order, among other things, approving and giving effect, as it relates to the Simply Green Debtors, to: (a) the settlement of two proposed class actions relating to the Simply Green Debtors: a proposed class action (the “**Bonnick Action**”) commenced prior to the Initial Order Date against certain of the Simply Green Debtors and their former CEO, Mr. Lawrence Krimker , among others, and a separate proposed class action commenced against PTC (together with the Bonnick Actions, the “**Class Actions**”), which relates to and overlaps with the Bonnick Action; and (b) the settlement agreement in relation thereto, which is attached as Appendix “C” to the Sixth Report of the Monitor dated March 25, 2025 (the “**Settlement Agreement**” and the “**Sixth Report**”, respectively). The Settlement Agreement provides for the full resolution of all claims raised or which could have been raised against the Settling Defendants (as defined therein, which includes the Simply Green Debtors and the HCSI Entities (defined herein) in the Class Actions, including any and all claims relating to the portfolio of Leases (as defined in the Settlement Agreement) held by the Settling Defendants across Canada.
9. On the same day, the Court issued an Order, among other things: (a) extending the Stay of Proceedings to and including July 4, 2025; (b) increasing the maximum borrowings permitted under the DIP Facility to \$34 million; and (c) approving the Fourth DIP Amendment (as defined in and attached to the Sixth Report), including the extension of the maturity date to July 4, 2025.

10. On May 23, 2025, HCSI Home Comfort Inc. (“**HCSI 1**”) and HCSI Home Comfort 2 Inc. (“**HCSI 2**” and together with HCSI 1, the “**HCSI Entities**”) filed Notices of Intention to Make a Proposal 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**”) bearing court file number BK-25-03226766-0031 and estate/court file no. 31-3226766, and court file number BK-25-03226764-0031 and estate/court file no. 31-3226764, respectively. KPMG was named as the proposal trustee (the “**Proposal Trustee**”) in the NOI Proceedings.
11. On May 26, 2025, KPMG, in its capacities as the Monitor of the Simply Green Debtors, Proposal Trustee of the HCSI Entities and proposed Monitor of the HCSI Entities, issued a report (the “**Joint Report**”) seeking the following Orders which were granted by the Court on June 2, 2025:
  - (a) the Second Amended and Restated Initial Order (the “**SARIO**”) which, among other things:
    - (i) declared that the CCAA applies to the HCSI Entities (together with the Simply Green Debtors, the “**Debtors**”);
    - (ii) authorized the NOI Proceedings to be taken up and continued under the CCAA and consolidated with the CCAA Proceedings;
    - (iii) approved the CRO Work Fee of \$65,000 per month pursuant to the Fifth CRO Amendment, the Success Fee, and the sealing of the unredacted Fifth CRO Amendment (capitalized terms defined in the Joint Report);
    - (iv) approved the engagement of Canadian Imperial Bank of Commerce (“**CIBC**”) as sales agent (the “**Sales Agent**”) in respect of the SISP (as defined below), including the Sales Agent Work Fee, the Completion Fee, the First Amendment to the CIBC Engagement Letter, the granting of the Sales Agent Charge, and sealing of the unredacted CIBC Engagement Letter (capitalized terms defined in the Joint Report);

- (v) approved the terms of a fifth amendment to the DIP Term Sheet (attached as Appendix E to the Supplement to the Joint Report dated May 30, 2025) and an amendment to paragraph 44 of the SARIO to increase the maximum borrowings permitted under the DIP Facility to \$38.6 million, and approved the DIP Joinder (as defined herein) to add the HCSI Entities as obligors under the DIP Term Sheet;
  - (vi) approved an amendment to paragraph 36 of the SARIO to expand the CRO Powers (as defined in the SARIO) to authorize the CRO to effect corporate filings of the Debtors, as may be required, and to clarify that the CRO Powers include the authority to execute agreements on behalf of Debtors in connection with the SISP;
  - (vii) approved the key employee retention plan; and
  - (viii) extended the Stay of Proceedings to and including October 31, 2025;
- (b) an Order (the “**SISP Approval Order**”), among other things, approving the sale and investment solicitation process (the “**SISP**”) in respect of the Debtors’ Business and Property (as those terms are defined in the SISP) , approving the actions, activities and conduct of the Monitor referred to in the Fifth Report, the Sixth Report and the Joint Report, and approving the fees and disbursements of the Monitor and its counsel for the period from August 1, 2024 to April 30 2025; and
- (c) Orders under the BIA, among other things, discharging the Proposal Trustee and terminating the NOI Proceedings.
12. The Monitor has previously provided the Court with nine reports (including the Pre-Filing Report and the Supplement to the Joint Report).
13. Copies of materials and documents filed in connection with the CCAA Proceedings are available on the Monitor’s website at [kpmg.com/ca/crowncrest](http://kpmg.com/ca/crowncrest) (the “**Case Website**”). Copies of materials and documents filed in connection with the NOI Proceedings were also made available on the Case Website. In addition, KPMG has arranged for a toll-free hotline

at 1-833-668-6400 and an email address at [crowncrest@kpmg.ca](mailto:crowncrest@kpmg.ca) through which creditors of the Debtors can make inquiries related to the CCAA Proceedings.

## II. PURPOSE OF REPORT

14. The purpose of this report (the “**Eighth Report**”) is to provide the Court with information pertaining to:
  - (a) an overview of the activities of Debtors, under the stewardship of the CRO, and the Monitor since the issuance of the SARIO and the SISP Approval Order;
  - (b) the Debtors’ reported receipts and disbursements for the period from May 18, 2025 to October 11, 2025 (the “**May 18 Cash Flow Forecast**”), including a comparison of reported to forecasted results;
  - (c) the Debtors’ cash flow forecast (the “**Updated Cash Flow Forecast**”) for the period October 12, 2025 to December 20, 2025 (the “**Forecast Period**”);
  - (d) the proposed amendments to the DIP Term Sheet; and
  - (e) the Monitor’s motion requesting, for and on behalf of the Debtors, that the Court issue an Order (the “**Sixth Stay Extension Order**”), among other things:
    - (i) approving the Sixth DIP Amendment (as defined herein); and
    - (ii) extending the Stay of Proceedings to and including December 20, 2025.

## III. TERMS OF REFERENCE

15. In preparing this Eighth Report, KPMG has relied solely on information and documents provided to it by the Debtors, the CRO, and their respective advisors, including unaudited, draft and/or internal financial information, financial projections prepared by the Debtors, and discussions with management of the Debtors, and the CRO (collectively, the “**Information**”). In accordance with industry practice, except as otherwise described in the Eighth Report, KPMG has reviewed the Information for reasonableness, internal

consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards (“GAAS”) pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

16. Future orientated financial information contained in the Updated Cash Flow Forecast is based on the Debtors’ estimates and assumptions regarding future events. Actual results will vary from the information presented even if the hypothetical assumptions occur, and variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Updated Cash Flow Forecast will be achieved.
17. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

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

18. Since the Initial Order Date, the Simply Green Debtors, under the stewardship of the CRO and the supervision of the Monitor have stabilized the Simply Green Debtors’ business and have been conducting operations in the ordinary course since that time. The CRO, with the assistance of the Monitor, has performed the following activities since the date of the SARIO and SISP Approval Order, in respect of the Debtors:
  - (a) continuing to work closely with the Sales Agent and the Monitor to conduct the SISP, including refining materials and information required for the due diligence process undertaken by Potential Bidders (as defined herein);
  - (b) responding to financial, operational and other diligence inquiries from Potential Bidders;
  - (c) participating in management meetings with Phase 1 Qualified Bidders (as defined herein), as requested;

- (d) 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 Debtors in operating within the cash flow projections;
- (e) 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
- (f) operating the day-to-day business of the Debtors.

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

19. Since the date of the SARIO and the SISP Approval Order, the Monitor's activities have included:
- (a) monitoring the Debtors' cash flows and reviewing analyses on variances to the Debtors' cash flow forecast;
  - (b) communicating with certain interested parties regarding the Business and Property of the Debtors and their potential interest in same;
  - (c) assisting the Debtors, in consultation with the CRO and the DIP Lender, with preparing the Updated Cash Flow Forecast;
  - (d) corresponding and communicating with the DIP Lender and its counsel in respect of the Debtors' cash flows and other matters relating to the CCAA Proceedings;
  - (e) assisting the Debtors and the CRO with their communications with stakeholders including employees, Class Counsel, vendors, key partners and creditors;
  - (f) assisting the Debtors, the CRO and the Sales Agent in conducting the SISP including preparing and reviewing the non-disclosure agreements ("NDA"), marketing materials, and diligence information contained in the virtual data room ("VDR");

- (g) assisting the Sales Agent, in consultation with the CRO and PTC, in reviewing the Phase 1 letters of intent to bid submitted by interested parties (“**LOIs**”) and determining which of the LOIs constituted a Phase 1 Qualified Bid (as defined herein);
- (h) assisting the Sales Agent, in consultation with the CRO and PTC, in reviewing the Phase 2 Bids (as defined herein) received and determining which of the Phase 2 Bids were determined to be Qualified Bids;
- (i) assisting the Sales Agent, in consultation with the CRO and PTC, in selecting the Successful Bid in the SISP; and
- (j) with the assistance of the Monitor’s legal counsel, preparing this Eighth Report and the motion materials for the Sixth Stay Extension Order.

**VI. CASH RECEIPTS AND DISBURSEMENTS FROM MAY 18, 2025 TO OCTOBER 11, 2025**

- 20. The May 18 Cash Flow Forecast was filed with the Court in support of the motion for the SARIO.
- 21. The Debtors have continued to provide the Monitor with their co-operation and access to their premises, books and records. The Monitor has implemented procedures for monitoring the Debtors’ receipts and disbursements on a weekly basis. The Monitor has also worked with the Debtors to prepare forecast to actual variance analyses with respect to their weekly cash flows as compared to the May 18 Cash Flow Forecast.
- 22. A comparison of the Debtors’ actual cash receipts and disbursements as compared to the May 18 Cash Flow Forecast for the twenty-one-week period ending October 11, 2025, is summarized as follows:

<b>Crown Crest Leasing Group</b>			
<b>Summary of Actual Receipts and Disbursements</b>			
<i>For the twenty-one-week period from May 18, 2025 to October 11, 2025</i>			
<b>In C\$; unaudited</b>			
<b>Week ending</b>	<b>Actual</b>	<b>Forecast</b>	<b>Variance</b>
			Fav/(Unfav)
<b>Receipts</b>			
Customer receipts	22,700,024	22,907,621	(207,597)
Other receipts	1,341,410	2,400,000	(1,058,590)
<b>Total receipts</b>	<b>24,041,434</b>	<b>25,307,621</b>	<b>(1,266,187)</b>
<b>Operating disbursements</b>			
Technical servicing	1,766,345	2,883,888	1,117,543
Billing cost	173,684	180,447	6,762
Adjudication	-	15,061	15,061
Third-party call centre	539,321	484,275	(55,046)
General & administrative	549,701	503,701	(45,999)
IT	443,728	578,509	134,780
Rent and utilities	354,921	354,970	49
Payroll	2,189,011	2,275,359	86,348
Professional fees	1,873,038	1,896,868	23,831
Tax remittances	2,373,264	2,109,809	(263,456)
<b>Total operating disbursements</b>	<b>10,263,013</b>	<b>11,282,886</b>	<b>1,019,873</b>
<b>Net operating cash flow</b>	<b>13,778,421</b>	<b>14,024,734</b>	<b>(246,314)</b>
Debt servicing	19,553,186	19,805,828	252,642
Net cash flow before external funding	(5,774,765)	(5,781,094)	6,328
DIP funding	6,000,000	5,000,000	1,000,000
<b>Net cash flow</b>	<b>225,235</b>	<b>(781,094)</b>	<b>1,006,328</b>
Opening cash	1,783,598	1,783,598	-
Net cash flow	225,235	(781,094)	1,006,328
<b>Ending cash</b>	<b>2,008,833</b>	<b>1,002,504</b>	<b>1,006,328</b>
<b>Cumulative DIP Facility</b>			
Opening balance	30,073,389	30,073,389	-
DIP funding	6,000,000	5,000,000	1,000,000
Accrued interest	1,300,854	1,297,234	3,620
<b>Closing balance</b>	<b>37,374,244</b>	<b>36,370,624</b>	<b>1,003,620</b>

23. As reflected in the summary table above, the Debtors reported a net negative cash outflow of approximately \$5.8 million over the 21-week period, after concurrent lease agreement (“CLA”) and debt servicing payments. The net negative cash outflow was funded by cash on hand and \$6.0 million of advances under the DIP Facility. As at October 11, 2025, the Debtors had a cash balance of approximately \$2.0 million, a positive variance of \$1.0 million as compared to the May 18 Cash Flow Forecast.
24. The \$1.0 million positive cash variance can be summarized as follows:
- (a) a negative variance of \$1.3 million in total receipts primarily due to lower than forecast delinquency refunds, reflecting an improvement in delinquency over the

period of March 2025 to August 2025 as compared to forecast (which considered the delinquencies resulting from the Enbridge transition in late 2024);

- (b) a positive variance of \$1.0 million related to operating disbursements, primarily the result of lower than forecast technical servicing costs (\$1.1 million) due to lower call-out volumes compared to historical actuals adjusted for warranty claims, IT (\$0.1 million) due to timing, and payroll (\$0.1 million) due to lower than forecast headcount. These positive variances were offset by a negative variance in tax remittances of \$0.3 million;
  - (c) a positive variance of \$0.3 million in CLA and debt servicing payments, which is primarily due to the lower volume of buyouts compared to forecast; and
  - (d) a positive variance of \$1 million in DIP funding due to timing related funding requirements during the 21-week period.
25. As at October 11, 2025, the Debtors had drawn \$37.4 million under the DIP Facility, including accrued interest.

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

26. The Debtors, with the assistance of the Monitor and in consultation with the CRO, have prepared the Updated Cash Flow Forecast for the purpose of projecting the estimated liquidity needs of the Debtors during the Forecast Period. A copy of the Updated Cash Flow Forecast, the accompanying notes and a report containing prescribed representations regarding the Updated Cash Flow Forecast is attached hereto as **Appendix “A”**.
27. The Updated Cash Flow Forecast has been prepared on a conservative basis using probable and hypothetical assumptions set out in the notes to the Updated Cash Flow Forecast. The Updated Cash Flow Forecast reflects the Debtors’ estimates of receipts and disbursements on a weekly basis over the Forecast Period.
28. Forecast operating cash receipts over the Forecast Period total approximately \$10.4 million, primarily related to the collection of monthly payments from the customers of the Debtors.

29. Forecast total disbursements (excluding debt servicing costs) over the Forecast Period total approximately \$5.0 million and primarily consist of payroll \$1.1 million, costs associated with the technical servicing (call-outs, repairs and maintenance) of the portfolio \$0.9 million, professional fees \$1.0 million and sales tax remittances \$0.9 million.
30. Over the Forecast Period, a total of approximately \$3.8 million will be paid to PTC to service debts owing under the warehouse loan agreements and secured debenture facilities with PTC and in respect of the CLAs.
31. After CLA and debt servicing payments, the Debtors are projected to incur a net cash flow of approximately \$1.6 million over the Forecast Period. Accordingly, the Updated Cash Flow Forecast projects the use of cash on hand as of the beginning of the Forecast Period and additional borrowings under the DIP Facility in the amount of \$0.5 million over the Forecast Period. These amounts may differ due to the timing of receipts and disbursements during the Forecast Period. Accordingly, borrowings under the DIP Facility are projected to increase to \$38.6 million by the end of the Forecast Period, including the capitalization of accrued interest on a monthly basis.
32. As noted below, the Updated Cash Flow Forecast reflects that the Debtors are projected to have sufficient liquidity to fund their obligations to the end of the proposed extension to the Stay of Proceedings.
33. The Monitor notes that the Updated Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

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

34. As noted above, the DIP Term Sheet initially provided the Simply Green Debtors with up to \$15 million in financing pursuant to the DIP Facility. Borrowings under the DIP Facility were secured by a super priority charge (the “**DIP Lender’s Charge**”) on all present and after-acquired personal and real, tangible or intangible property of the Simply Green Debtors, granted in favour of the DIP Lender.

35. The DIP Lender and the Simply Green Debtors previously entered into five amendments to the DIP Term Sheet, including most recently on May 29, 2025, which, among other things, (a) increased the maximum availability under the DIP Facility to \$38.6 million; and (b) extended the maturity date to November 1, 2025.
36. The SARIO authorized and empowered the HCSI Entities and the Simply Green Debtors to execute a joinder to the DIP Term Sheet to add the HCSI Entities as obligors thereunder in accordance with the terms thereof (the “**DIP Joinder**”). Following the SARIO being granted, the parties executed the DIP Joinder dated as of June 4, 2025, a copy of which is attached hereto as **Appendix “B”**. Pursuant to the DIP Joinder, the HCSI Entities are liable for Obligations (as defined in the DIP Term Sheet) incurred under the DIP Facility from and after June 2, 2025. Pursuant to the SARIO, in respect of the HCSI Entities and their respective Property, the DIP Lender’s Charge only secures Obligations incurred by the Debtors from and after June 2, 2025.
37. As noted above, total borrowings under the DIP Facility since the Initial Order Date were \$37.4 million as at October 11, 2025.
38. On October 20, 2025, the DIP Lender and the Debtors entered into the sixth amendment to the DIP Term Sheet (the “**Sixth DIP Amendment**”), a copy of which is attached hereto as **Appendix “C”**. The Sixth DIP Amendment extended the maturity date under the DIP Term Sheet from November 1, 2025 to December 20, 2025, or such later date as the DIP Lender in its sole and absolute discretion may agree to in writing. The maximum availability under the DIP Term Sheet remains at \$38.6 million.
39. The Monitor, for and on behalf of the Debtors, is seeking approval of the Sixth DIP Amendment. The DIP Lender’s Charge will continue to secure all obligations outstanding under the DIP Facility.
40. The Monitor is of the view that the Sixth DIP Amendment is reasonable and necessary in the circumstances, as the Debtors require the liquidity to operate during the Forecast Period.

## IX. SISP UPDATE

41. As detailed in the Joint Report, the SISP was to be conducted by the Monitor and the Sales Agent, in consultation with the CRO and PTC, and with the assistance of the Debtors. The SISP was designed 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 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.
42. A summary of the key aspects of the SISP and its results are provided below:
  - (a) commencing on June 4, 2025, the Sales Agent contacted 108 potential interested parties (collectively, the “**Known Interested Parties**”), comprised of Canadian and U.S. strategic and financial parties, with regards to the transaction opportunity and the SISP. Each of the Known Interested Bidders received an email containing background information on the CCAA Proceedings, a copy of a non-confidential overview of the Debtors and their Business and the key dates pursuant to the SISP, and information on next steps to explore the opportunity;
  - (b) Known Interested Parties looking to obtain additional information regarding the transaction opportunity were required to execute a NDA to obtain access to the VDR maintained by the Sales Agent containing, among other things, confidential financial and other information relating to the Debtors and their operations;
  - (c) of the 108 Potential Bidders contacted, 29 parties signed an NDA and were granted access to the VDR, which included a Confidential Information Memorandum (collectively, the “**Potential Bidders**”);
  - (d) over the course of the SISP, the Sales Agent followed up with the Known Interested Parties to confirm their receipt of the email communication with respect to the SISP, and to gauge their potential interest in pursuing the transaction opportunity. In addition, the Sales Agent and the Monitor kept the Debtors apprised of the status of the SISP and any diligence requests received from Potential Bidders;

- (e) on July 11, 2025 (the “**Phase 1 Bid Deadline**”), the Sales Agent and the Monitor received a total of nine (9) LOIs;
- (f) on July 18, 2025, the Monitor and the Sales Agent, in consultation with the CRO and PTC, determined that six of the LOIs received met the requirements of the SISP (the “**Phase 1 Qualified Bids**”) and those Potential Bidders (each a “**Phase 1 Qualified Bidder**”) were invited to proceed to Phase 2 of the SISP;
- (g) the other two LOIs received were determined not to constitute Phase 1 Qualified Bids and the Monitor provided the applicable Potential Bidders notice to delete all confidential information provided or otherwise in their possession;
- (h) the Phase 1 Qualified Bidders were required to submit Qualified Bids (as defined in the SISP) to the Monitor and the Sales Agent on or before 5pm EST on September 24, 2025 (the “**Qualified Bid Deadline**”);
- (i) four of the Phase 1 Qualified Bidders participated in management presentations;
- (j) on September 24, 2025, the Monitor, in consultation with the Sales Agent, the CRO and PTC, determined to amend the timeline set forth in paragraph 8 of the SISP by extending the Qualified Bid Deadline to September 29, 2025 at 12pm (EST), the date of the Auction (if applicable) to October 1, 2025 at 10am (EST) and the Successful Bid Selection Deadline to October 2, 2025 at 5pm (EST) (each term as defined in the SISP);
- (k) on September 29, 2025, the Monitor and the Sales Agent received a total of four (4) binding offers from Phase 1 Qualified Bidders (the “**Phase 2 Bids**”);
- (l) subsequent to the Qualified Bid Deadline, the Monitor from time to time, in consultation with the Sales Agent, the CRO and PTC, extended the timelines set forth in paragraph 8 of the SISP for the date of the Auction and the Successful Bid Selection Deadline while it reviewed the Phase 2 Bids received and sought clarification from the bidders, as required. Most recently, the Monitor amended the

date of the Auction (if applicable) to October 8, 2025 at 9am (EST) and the Successful Bid Selection Deadline to October 8, 2025 at 5pm (EST);

(m) on October 9, 2025, the Monitor, in consultation with the Sales Agent, the CRO and PTC, confirmed the selection of the Successful Bid and accordingly, cancelled the Auction.

43. It is a condition under the terms of the transaction in respect of the Successful Bid (the “Transaction”) that an order approving the Transaction (the “Approval Order”) shall have been issued and entered by the Court on or before November 15, 2025, or on or before such other date as the parties and the Monitor agree to in writing. Should the Approval Order be granted, the parties and the Monitor anticipate closing the Transaction on or before December 15, 2025.

44. Accordingly, the Monitor has scheduled a hearing (the “Approval Order Hearing”) on November 10, 2025 at 11 am before the Court to seek the Approval Order and related relief. The parties to the Transaction and the Monitor are currently working on motion materials in respect of same, including the proposed form of Approval Order, and the Monitor intends to serve motion materials in support of the relief to be sought at the Approval Order Hearing in the near term. Further details in respect of the Transaction shall be provided by the Monitor in its next report to be filed in respect of the Approval Order Hearing.

## **X. STAY EXTENSION**

45. The current Stay of Proceedings expires on October 31, 2025.

46. The Monitor, for and on behalf of the Debtors, proposes an extension of the Stay of Proceedings to and including December 20, 2025 for the following reasons:

(a) the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence;

- (b) the extension of the Stay of Proceedings will provide the Monitor, in consultation with the CRO and the DIP Lender, with the opportunity to seek the Approval Order and move towards closing the Transaction;
- (c) as of the date of this Eight Report, the Monitor is not aware of any party opposed to an extension of the Stay of Proceedings; and
- (d) the extension of the Stay of Proceedings should not materially prejudice any creditor of the Debtors as the Updated Cash Flow Forecast reflects that the Debtors are projected to have sufficient funding to continue to operate in the normal course through the proposed extension of the Stay of Proceedings.

## **XI. MONITOR'S RECOMMENDATIONS**

- 47. For the reasons set out in this Eighth Report, the Monitor is of the view that the relief requested pursuant to the Sixth Stay Extension Order is both appropriate and reasonable. The Monitor is also of the view that the Debtors, under the stewardship of the CRO and supervision of the Monitor, are acting in good faith and with due diligence. Granting the relief sought is necessary in order to allow the Debtors time to conclude the SISF, seek Court approval and, if such approval is granted, close the Transaction.
- 48. Based on the foregoing, the Monitor respectfully recommends that the Court approve the relief sought in the proposed Sixth Stay Extension Order.

All of which is respectfully submitted this 21<sup>st</sup> day of October, 2025.

**KPMG Inc.**

**In its capacities as the Monitor of Crest Capital Management Corp., 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.**

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

Per:



---

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



---

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

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CROWN CREST  
CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING  
CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., CROWN  
CREST CAPITAL TRUST, HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC.

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

PROCEEDING COMMENCED AT TORONTO

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**EIGHTH REPORT OF MONITOR**

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Lawyers for KPMG Inc., in its capacity as Monitor of the Debtors

# **Appendix “B”**

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP.,  
CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY  
GREEN HOME SERVICES CORP., CROWN CREST CAPITAL TRUST, HCSI HOME  
COMFORT INC. AND HCSI HOME COMFORT 2 INC.**

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

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

The attached statement of projected cash flow of the Crown Crest Leasing Group, prepared as of the 3<sup>rd</sup> day of November 2025, consisting of the period from October 26, 2025 to May 2, 2026 (the “**Updated Cash Flow Forecast**”), has been prepared by management of the Respondents, in consultation with the Monitor for the purpose described in Note 1, using the probable and hypothetical assumptions set out in the notes to the Updated Cash Flow Forecast.

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

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

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

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

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

Dated at Toronto, in the Province of Ontario, this 3<sup>rd</sup> day of November 2025.

**KPMG Inc.**

**In its capacities as the Monitor of Crest Capital Management Corp., 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.**

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



---

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

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP.,  
CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY  
GREEN HOME SERVICES CORP., CROWN CREST CAPITAL TRUST, HCSI HOME  
COMFORT INC. AND HCSI HOME COMFORT 2 INC.**

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

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

The management of the Crown Crest Leasing Group have developed the assumptions and prepared the attached statement of projected cash flow as of the 3<sup>rd</sup> day of November 2025, consisting of the period from October 26, 2025 to May 2, 2026 (the “**Updated Cash Flow Forecast**”).

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

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

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

Dated at Creemore, in the Province of Ontario, this 3<sup>rd</sup> day of November 2025.

**Crest Capital Management Corp., 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.**



---

**Josef Prosperi**  
Chief Restructuring Officer

The Crown Crest Leasing Group																													
Weekly Cash Flow Forecast																													
In C\$, unaudited																													
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27		
Notes	1-Nov-25	8-Nov-25	15-Nov-25	22-Nov-25	29-Nov-25	6-Dec-25	13-Dec-25	20-Dec-25	27-Dec-25	3-Jan-26	10-Jan-26	17-Jan-26	24-Jan-26	31-Jan-26	7-Feb-26	14-Feb-26	21-Feb-26	28-Feb-26	7-Mar-26	14-Mar-26	21-Mar-26	28-Mar-26	4-Apr-26	11-Apr-26	18-Apr-26	25-Apr-26	2-May-26		
<b>Receipts</b>	1																												
Customer receipts	2	492,751	2,896,365	654,910	532,511	583,630	2,896,365	654,910	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,711,442
Administration Reserve	3	-	-	-	-	-	-	-	1,500,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000
Post-Filing Accrued and Unpaid Amounts Reser	3	-	-	-	-	-	-	-	1,027,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,027,979
<b>Total Customer Receipts</b>		492,751	2,896,365	654,910	532,511	583,630	2,896,365	654,910	2,527,979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,239,421
<b>Operating Disbursements</b>																													
Technical servicing	4	91,312	91,312	91,312	91,312	91,312	91,312	91,312	66,667	66,667	66,667	66,667	66,667	66,667	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,039,183
Billing cost	4	786	29,585	78	6,597	3,481	29,585	78	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70,190
Third-party call centre	4	-	106,000	-	-	-	106,000	-	-	-	-	-	53,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	265,000
General & administrative	4	12,655	11,204	33,647	41,340	16,373	11,204	33,647	61,200	26,200	26,200	26,200	26,200	26,200	26,200	26,200	26,200	26,200	-	-	-	-	-	-	-	-	-	-	457,070
IT	4	-	24,827	34,856	66,140	5,000	24,827	100,996	-	-	-	-	45,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	301,645
Rent and utilities	5	71,000	-	-	-	71,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	142,000
Payroll	6	205,854	28,493	205,854	-	205,854	28,493	205,854	-	205,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,085,402
Professional fees	7	288,552	29,250	1,000	1,000	479,950	29,250	283,500	-	-	-	-	-	600,000	-	-	-	450,000	-	-	-	-	-	-	-	300,000	-	-	2,612,502
Tax remittances (HST)	8	461,542	-	-	-	461,542	-	-	-	450,000	-	-	-	450,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,823,085
<b>Total Operating Disbursements</b>		1,131,701	320,670	366,747	206,389	1,334,512	320,670	715,386	127,867	297,867	542,867	145,867	92,867	137,867	1,076,200	26,200	26,200	26,200	450,000	-	-	-	300,000	-	-	-	-	150,000	7,796,076
<b>Net Operating Cash Flow</b>		(638,950)	2,575,695	288,164	326,122	(750,882)	2,575,695	(60,476)	2,400,112	(297,867)	(542,867)	(145,867)	(92,867)	(137,867)	(1,076,200)	(26,200)	(26,200)	(26,200)	(450,000)	-	-	-	(300,000)	-	-	-	-	(150,000)	3,443,345
CLA and debt servicing	9	-	2,821,534	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,821,534
<b>Net Cash Flow</b>		(638,950)	(245,839)	288,164	326,122	(750,882)	2,575,695	(60,476)	2,400,112	(297,867)	(542,867)	(145,867)	(92,867)	(137,867)	(1,076,200)	(26,200)	(26,200)	(26,200)	(450,000)	-	-	-	(300,000)	-	-	-	-	(150,000)	621,811
<b>Opening cash</b>	10	1,878,189	1,239,239	993,400	1,281,563	1,607,685	856,803	3,432,497	3,372,021	3,272,133	2,974,267	2,431,400	2,285,533	2,192,667	2,054,800	978,600	952,400	926,200	900,000	450,000	450,000	450,000	450,000	150,000	150,000	150,000	150,000	150,000	1,878,189
Net cash flow		(638,950)	(245,839)	288,164	326,122	(750,882)	2,575,695	(60,476)	2,400,112	(297,867)	(542,867)	(145,867)	(92,867)	(137,867)	(1,076,200)	(26,200)	(26,200)	(26,200)	(450,000)	-	-	-	(300,000)	-	-	-	-	(150,000)	621,811
DIP funding		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Acquired by Purchaser	11	-	-	-	-	-	-	-	(2,500,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(2,500,000)
<b>Ending Cash</b>		1,239,239	993,400	1,281,563	1,607,685	856,803	3,432,497	3,372,021	3,272,133	2,974,267	2,431,400	2,285,533	2,192,667	2,054,800	978,600	952,400	926,200	900,000	450,000	450,000	450,000	450,000	150,000	150,000	150,000	150,000	150,000	0	
<b>DIP Facility</b>																													
Opening balance		38,011,842	38,081,286	38,150,858	38,220,557	38,290,383	38,360,336	38,430,418	38,500,627	38,570,965	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38,011,842
DIP Advances / (Repayment)		-	-	-	-	-	-	-	-	(38,570,965)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(38,570,965)
Accrued interest		69,445	69,572	69,699	69,826	69,954	70,081	70,209	70,338	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	559,123
<b>Closing balance</b>		38,081,286	38,150,858	38,220,557	38,290,383	38,360,336	38,430,418	38,500,627	38,570,965	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(0)



Josef Prosperi  
Chief Restructuring Officer

**Crown Crest Leasing Group  
27-Week Cash Flow Forecast  
Notes and Summary of Assumptions**

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**In the matter of a Plan of Compromise or Arrangement of Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Trust, HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (collectively the “Crown Crest Leasing Group” or the “Respondents”)**

**Disclaimer**

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

The Updated Cash Flow Forecast is presented in Canadian dollars. All defined terms that are not otherwise defined herein are to have the same meaning ascribed to them in the ninth report of the Monitor dated November 3, 2025.

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

The purpose of the Updated Cash Flow Forecast is to present the estimated cash receipts and disbursements of the Respondents for the period from October 26, 2025 to May 2, 2026 (the “**Forecast Period**”). The Updated Cash Flow Forecast assumes that the Transaction will close on December 15, 2025 (the “**Closing Date**”) and the TSA is effective from December 15, 2025 to April 14, 2026. The Updated Cash Flow Forecast has been prepared by the Respondents, in consultation with the Monitor. Readers are cautioned that this information may not be appropriate or relied upon for any other purpose.

**Note 2 Customer Receipts**

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

**Note 3 Reserves (Administration and Post-Filing Accrued and Unpaid Amounts)**

Reserves include receipts of the Administrative Reserve and the Post-Filing Accrued and Unpaid Amounts Reserve which will be used to pay professional fees, operating expenses, payroll and tax remittances after the Closing Date.

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

Operating expenses prior to the Closing Date are forecasted primarily based on historical run rates for the last three months. Historical run rates in respect of technical servicing have been adjusted for seasonality. Operating expenses after the Closing Date relate to accrued expenses prior to the Closing Date.

**Note 5      Rent and Utilities**

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

**Note 6      Payroll**

Payroll expenses include salaries and wages, bonuses and commissions in the normal course, payroll taxes and remittances, and employee benefits paid to the Respondents' employees. Payroll expenses are forecasted based on current headcount levels and are paid bi-weekly. The payroll disbursement after the Closing Date includes payment of the final payroll and vacation payout.

**Note 7      Professional Fees**

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

**Note 8      Tax Remittances**

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

**Note 9      CLA and Debt Servicing**

The Updated Cash Flow Forecast assumes that the Respondents continue to service interest expense on the Loan Agreements and make the CLA flow-through payments in the normal course for the period up to and including November 14, 2024. These amounts are forecast based on the last three months of historical run-rates.

**Note 10     Opening Cash Balances**

Opening cash balance is net of outstanding cheques as of October 26, 2025.

**Note 11     Acquired by Purchaser**

Pursuant to the APA, the Updated Cash Flow Forecast assumes that the Purchaser will acquire \$2.5 million from cash on hand on the Closing Date.

# **Appendix “C”**

**ASSET PURCHASE AGREEMENT**

**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.**

**as Sellers**

**- and -**

**1001363332 ONTARIO INC.**

**as Buyer**

**October 8, 2025**

## TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	3
1.1    Definitions .....	3
1.2    Schedules .....	14
1.3    Statutes.....	14
1.4    Headings and Table of Contents.....	14
1.5    Gender and Number.....	14
1.6    Currency.....	14
1.7    Contract.....	14
1.8    Invalidity of Provisions.....	14
1.9    Entire Agreement.....	15
1.10   Waiver, Amendment.....	15
1.11   Governing Law; Jurisdiction and Venue .....	15
ARTICLE 2 PURCHASE AND SALE .....	16
2.1    Agreement to Purchase and Sell Purchased Assets .....	16
2.2    Excluded Assets .....	20
2.3    Assumption of Liabilities.....	22
2.4    Excluded Liabilities .....	22
2.5    As is, Where is .....	24
2.6    Assignment of Purchased Assets .....	24
ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS.....	25
3.1    Purchase Price.....	25
3.2    Satisfaction of the Purchase Price.....	25
3.3    Purchase Price Allocation.....	25
3.4    Post-Filing Accrued and Unpaid Amounts Reserve.....	26
ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY THE SELLERS .....	26
4.1    Existence.....	26
4.2    Due Authorization and Enforceability of Obligations.....	26
4.3    Right to Sell Purchased Assets .....	27
4.4    Absence of Conflicts.....	27
4.5    Approvals and Consents .....	27
4.6    Competition Act.....	27

4.7	Residence of the Sellers .....	28
4.8	GST/HST .....	28
4.9	Taxes .....	28
4.10	Brokers .....	28
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER .....		28
5.1	Existence .....	29
5.2	Due Authorization and Enforceability of Obligations .....	29
5.3	Absence of Conflicts .....	29
5.4	Approvals and Consents .....	29
5.5	Competition Act .....	29
5.6	Residence of the Buyer .....	30
5.7	GST/HST .....	30
5.8	Investment Canada Act .....	30
5.9	Financing .....	30
5.10	Brokers .....	30
5.11	Informed and Sophisticated Buyer .....	30
5.12	No-Collusion .....	30
5.13	SISP .....	31
5.14	Non-Reliance .....	31
ARTICLE 6 CONDITIONS .....		31
6.1	Conditions for the Benefit of the Buyer and the Sellers .....	31
6.2	Conditions for the Benefit of the Buyer .....	31
6.3	Conditions for the Benefit of the Sellers .....	34
ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES .....		34
7.1	Access to Information .....	34
7.2	Conduct of Business Until Closing Time .....	35
7.3	Approvals and Consents .....	36
7.4	Transition Services Agreement .....	36
7.5	Change of Name .....	37
7.6	Further Assurances .....	37
7.7	Tax Matters .....	37
7.8	Employee Matters .....	39
7.9	Fees and Expenses .....	42
7.10	Advice and Direction .....	42

7.11	Accounts Receivable.....	42
ARTICLE 8 COURT ORDERS .....		42
8.1	Court Orders .....	42
ARTICLE 9 TERMINATION.....		43
9.1	Termination.....	43
9.2	Effect of Termination.....	44
9.3	Specific Performance.....	45
ARTICLE 10 CLOSING .....		45
10.1	Location and Time of Closing .....	45
10.2	Sellers' Deliveries.....	45
10.3	Buyer's Deliveries .....	46
10.4	Monitor's Certificate.....	47
ARTICLE 11 GENERAL MATTERS .....		48
11.1	Confidentiality .....	48
11.2	Disclosed Personal Information.....	48
11.3	Public Notices .....	49
11.4	Survival.....	50
11.5	Non-Recourse .....	50
11.6	Assignment; Binding Effect.....	50
11.7	Notices .....	50
11.8	No Liability; Monitor Holding or Disposing Funds .....	53
11.9	Counterparts; Signatures.....	54

## ASSET PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of October 8, 2025

AMONG:

**CROWN CREST CAPITAL MANAGEMENT CORP.**, a corporation incorporated under the laws of the Province of Ontario (“**CC Management**”)

- and -

**CROWN CREST FINANCIAL CORP.**, a corporation incorporated under the laws of the Province of Ontario (“**CC Financial**”)

- and -

**CROWN CREST FUNDING CORP.**, a corporation incorporated under the laws of the Province of Ontario (“**CC Funding**”)

- and -

**SIMPLY GREEN HOME SERVICES INC.**, a corporation incorporated under the laws of the Province of Ontario (“**New Simply Green**”)

- and -

**SIMPLY GREEN HOME SERVICES CORP.**, a corporation incorporated under the laws of the Province of Ontario (“**Old Simply Green**”)

- and -

**CROWN CREST CAPITAL TRUST**, a trust formed under the laws of Ontario (“**CC Trust**”)

- and -

**HCSI HOME COMFORT INC.**, a corporation incorporated under the laws of Canada (“**HCSI 1**”)

- and -

**HCSI HOME COMFORT 2 INC.**, a corporation incorporated under the laws of Canada (“**HCSI 2**”, and together with CC Management, CC Financial, CC Funding, New Simply Green, Old

Simply Green, CC Trust and HCSI 1, the “**Sellers**”, and each, a “**Seller**”)

- and -

1001363332 Ontario Inc., a corporation incorporated under the laws of the Province of Ontario (the “**Buyer**”)

**RECITALS:**

- A. The Sellers are in the business of leasing and servicing home improvement equipment to retail customers, including heating, ventilation and air conditioning (HVAC) equipment and other related products through a lease portfolio spread across the common law provinces of Canada (the “**Business**”).
- B. On November 9, 2023, on the application of Peoples Trust Company (“**PTC**”), the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**Initial Order**”), as amended and restated on November 17, 2023 (the “**ARIO**”), granting the Crown Crest Entities (as defined herein) protection pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”, and such proceedings under the CCAA, the “**CCAA Proceedings**”), which ARIO, *inter alia*, appointed KPMG Inc. as the Monitor of the Crown Crest Entities (in such capacity, the “**Monitor**”) and approved the appointment of HWS Consulting Inc. as the Chief Restructuring Officer (the “**CRO**”).
- C. On June 2, 2025, the Court granted a Second Amended and Restated Initial Order (the “**SARIO**”) which, among other things, authorized, pursuant to section 11.6 of the CCAA, the continuation under the CCAA of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, proposal proceedings commenced by HCSI 1 and HCSI 2 (together, the “**HCSI Entities**”) on May 23, 2025 (the “**NOI Proceedings**”), in each case pursuant to a Notice of Intention to Make a Proposal, bearing, in respect of HCSI 1, court file number BK-25-03226766-0031 and estate/court file no. 31-32267664, and, in respect of HCSI 2, court file number BK-25-03226765-0031 and estate/court file no. 31-3226764, and consolidating them with the CCAA Proceedings.
- D. On June 2, 2025, the Court also granted an order under the CCAA that, among other things, (a) approved the engagement of Canadian Imperial Bank of Commerce as Sales Agent to the Sellers and (b) authorized and empowered the Monitor and the Sales Agent to implement a sale and investment solicitation process in accordance with the terms of such order (the “**SISP**”).
- E. The Buyer participated in the SISP, submitting a non-binding letter of intent by the Phase 1 Bid Deadline (as defined in the SISP) and a Qualified Bid (as defined in the SISP) by the Qualified Bid Deadline (as defined in the SISP).
- F. The Buyer’s Qualified Bid (on the terms reflected in this Agreement) has been designated by the Seller, in consultation with the Monitor and the DIP Lender, as the Successful Bid

(as such terms are defined in the SISP), and the Parties are desirous of consummating the transaction contemplated herein on the terms and conditions set forth herein.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement,

- (a) “**Account Information**” has the meaning given to such term in Section 6.2(f);
- (b) “**Accounts Receivable**” has the meaning given to such term in Section 2.1(a);
- (c) “**Affiliate**” means, in respect of any Person, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person;
- (d) “**Agreement**” means this Asset Purchase Agreement and all attached Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions referred to in this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;
- (e) “**Anti-Spam Laws**” means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commissions Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)* and other laws that regulate the same or similar subject matter in all applicable jurisdictions;
- (f) “**Applicable Law**” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, a Seller, the Buyer, the Business or any of the Purchased Assets or Assumed Liabilities;
- (g) “**Approval and Vesting Order**” means an approval and vesting order of the Court in form and in substance satisfactory to the Sellers and the Buyer, each acting reasonably, and obtained on notice to such Persons as Buyer and Sellers determine, acting reasonably, or as otherwise statutorily required under the CCAA, among

other things approving this Agreement and vesting in and to the Buyer all right, title and interest of the Sellers in the Purchased Assets, free and clear of and from any and all Claims and Liabilities and Encumbrances to the extent and as provided for in such approval and vesting order;

- (h) “**ARIO**” has the meaning given to such term in Recital B;
- (i) “**Assignment Order**” means an order of the Court made pursuant to section 11.3 of the CCAA, in form and substance satisfactory to the Sellers and the Buyer, each acting reasonably, and obtained on notice to such Persons as the Sellers and the Buyer determine, acting reasonably, or as otherwise statutorily required under the CCAA, to be sought by the Sellers assigning the rights and obligations of the Sellers to Buyer under a Transferred Contract or Permit and scheduling applicable Cure Costs (if any) with respect to same;
- (j) “**Assumed Employees**” has the meaning given to such term in Section 7.8(e);
- (k) “**Assumed Liabilities**” has the meaning given to such term in Section 2.3;
- (l) “**Bank Accounts**” means all bank accounts of the Sellers, including the accounts held at the Toronto-Dominion Bank bearing account numbers 01482-5277476, 3138-5237256, 01482-5277476, 14822-5317796, 14822-14825293714, 01482-5277476;
- (m) “**Basalt**” means Basalt Infrastructure Partners, LLC, acting in its capacity as investment advisor to Basalt Infrastructure Partners IV A L.P., Basalt Infrastructure Partners IV B L.P., Basalt Infrastructure Partners IV C L.P. and Basalt Infrastructure Partners IV D L.P., each acting through its general partner Basalt Infrastructure Partners IV GP Limited;
- (n) “**Books and Records**” means books and records of the Sellers related to the Business or related to any Purchased Assets or Assumed Liabilities, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise, including all data, information and databases stored on computer-related or other electronic media;
- (o) “**Business**” has the meaning given to such term in Recital A;
- (p) “**Business Day**” means any day, other than a Saturday or Sunday, on which commercial banks located in Toronto, Ontario, New York, New York, London, England and Guernsey are open for banking business during normal banking hours;
- (q) “**Buyer**” has the meaning given to such term in the preamble to this Agreement;
- (r) “**Cash Purchase Price**” has the meaning given to such term in Section 3.1(a);

- (s) “**CCAA**” has the meaning given to such term in Recital B;
- (t) “**CCAA Proceedings**” has the meaning given to such term in Recital B;
- (u) “**CC Financial**” has the meaning given to such term in the preamble to this Agreement;
- (v) “**CC Funding**” has the meaning given to such term in the preamble to this Agreement;
- (w) “**CC Management**” has the meaning given to such term in the preamble to this Agreement;
- (x) “**CC Trust**” has the meaning given to such term in the preamble to this Agreement;
- (y) “**CLA Interests**” means, collectively, all rights as lessee and all beneficial title and ownership interests of PTC, as concurrent lessee, in respect of each Lease relating to the Leased Assets (as defined in the CLAs), including all right to use and possess the Leased Assets and all rights, powers, remedies and other benefits under such Leases, the related Rights and related Collections (each as defined in the CLAs), but does not include any amounts owing to PTC prior to the Cut-Off Date under the CLAs or the security granted to PTC thereunder in any assets of the Sellers that are not described in this definition or the Acknowledged Debt (as defined in the CLA Release Agreement);
- (z) “**CLA Release Agreement**” means an agreement between the Sellers and PTC, substantially in the form attached as Schedule 1.1(z) hereto, which, among other things, irrevocably and forever assigns, releases, vests, quitclaims and transfers the CLA Interests to the applicable Sellers prior to the Closing Time;
- (aa) “**CLAs**” means (i) the Second Amended and Restated Concurrent Lease Agreement dated April 15, 2019, between CC Funding as trustee of CC Trust and PTC; (ii) the Third Amended and Restated Concurrent Lease Agreement dated April 15, 2019, as amended by the First Amendment dated December 11, 2020, between CC Funding as trustee of CC Trust and PTC; (iii) the Concurrent Lease Agreement dated May 29, 2019, between CC Funding as trustee of CC Trust and PTC; (iv) the Fourth Amended and Restated Concurrent Lease Agreement dated June 30, 2021, between CC Financial and PTC, and (v) the Concurrent Lease Agreement dated November 1, 2021, between New Simply Green and PTC, as the same may be amended, amended and restated or supplemented from time to time and “**CLA**” means any one of them;
- (bb) “**Claims and Liabilities**” means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, charges, indictments, prosecutions, information or other similar processes, orders (including injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes remedial orders), assessments

or reassessments, judgments, debts, obligations, liabilities, dues, guarantees, sureties, expenses, costs, damages or losses, contingent or otherwise, whether known or unknown, liquidated or unliquidated, direct or indirect, secured or unsecured, absolute or contingent, accrued or unaccrued, joint or several, vested or unvested, executory, determined or determinable, matured or unmatured, disputed or undisputed, contractual, legal or equitable, or tort or otherwise, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

- (cc) “**Class Action**” means the class action lawsuit commenced on July 7, 2021 under the *Class Proceedings Act, 1992* (Ontario) by the Representative Plaintiffs bearing Court File No. CV-21-00665193-00CP;
- (dd) “**Clearance Certificates**” means, collectively, (i) a certificate issued by the director (as such term is defined in the *Provincial Sales Tax Act* (British Columbia)) under section 187 of the *Provincial Sales Tax Act* (British Columbia), (ii) a certificate issued by the Deputy Minister of Finance under section 45 of *The Tax Administration and Miscellaneous Taxes Act* (Manitoba), and (iii) a certificate issued by the Minister of Finance of Saskatchewan under section 51 of *The Revenue and Financial Services Act* (Saskatchewan).
- (ee) “**Closing**” means the completion of the Transaction;
- (ff) “**Closing Date**” means the date upon which Closing occurs, which shall be the Target Closing Date or such other date as may be agreed to in writing by the Parties and the Monitor;
- (gg) “**Closing Documents**” means all contracts, agreements and instruments required by this Agreement to be delivered at or before the Closing;
- (hh) “**Closing Time**” means the time at which Closing occurs;
- (ii) “**Competition Act**” means the *Competition Act* (Canada);
- (jj) “**Confidential Information**” means non-public, confidential, personal or proprietary information which is furnished to a Party by the other Party, including, information about identifiable individuals, any information relating to a Party and/or its Affiliates or any customer or supplier of a Party and/or its Affiliates; provided that “Confidential Information” does not include information that:
  - (i) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement;
  - (ii) is received by a Party from a third party that obtained it lawfully and was under no duty of confidentiality;

- (iii) was lawfully in a Party's possession prior to disclosure thereof by the other Party; or
- (iv) was independently developed by a Party without use of, or reference to, the other Party's Confidential Information;
- (kk) "**Consents**" means the consents, approvals and/or authorizations as may be required for the assignment by the Sellers of the Transferred Contracts or Permits from any third-party, including any Governmental Authority;
- (ll) "**Contracts**" means contracts, licences, permits, leases, agreements, commitments, entitlements or engagements to which a Seller is a party or by which a Seller is bound, including verbal agreements and implied agreements that arose through the course of conduct;
- (mm) "**control**" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or interests, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto;
- (nn) "**Court**" has the meaning given to such term in Recital B;
- (oo) "**Court Approval**" means the issuance of the Approval and Vesting Order by the Court;
- (pp) "**Court Orders**" has the meaning given to such term in Section 8.1(a);
- (qq) "**CRO**" has the meaning given to such term in Recital B;
- (rr) "**Crown Crest Entities**" means CC Management, CC Financial, CC Funding, CC Trust, Old Simply Green and New Simply Green;
- (ss) "**Crown Crest Group**" means the Sellers and their respective subsidiaries and Affiliates. For certainty, Crown Crest Group shall include any subsidiary of any Crown Crest Entity that is not wholly-owned by such Crown Crest Entity;
- (tt) "**Cure Costs**" means: (i) in respect of any Transferred Contract for which a Consent has not been obtained and is to be assigned to the Buyer in accordance with the terms of an Assignment Order, the amount, if any, that is required to be paid under section 11.3 of the CCAA, or (ii) in respect of any Transferred Contract where Consent to assignment is required and which is to be assigned on Consent, the amount, if any, that is agreed to be paid by the Buyer to a counterparty to the Transferred Contract to secure its Consent;
- (uu) "**Customer Contracts**" means any Contracts with customers of a Seller, as modified pursuant to the terms of the Settlement Agreement, which are listed in the excel spreadsheet titled "07.31.2025\_Portfolio\_File\_v5" and included in the virtual data room hosted by Intralinks DealCentre on the date hereof, renewals of such

Contracts and any Contract with customers of a Seller originated after July 31, 2025, and, for greater certainty, shall not include any Opted Out Customer Contracts;

- (vv) “**Customer Notice**” has the meaning given to such term in Section 7.11;
- (ww) “**Customer Receivables**” means any amounts owing to a Seller under, or in respect of, a Customer Contract and includes all Collections (as defined in the CLAs);
- (xx) “**Cut-Off Date**” means November 15, 2025;
- (yy) “**Cut-Off Time**” means 12:00 a.m. EST on the Cut-Off Date;
- (zz) “**Debt**” means all indebtedness, liabilities or obligations, whether present or future, direct or indirect, absolute or contingent, matured or not, wherever and however incurred and whether incurred as a guarantor or as a principal, and any security or other documents or instruments granted or entered into in connection therewith and includes, liability as drawer or endorser under all bills, notes, and instruments, any inter-company indebtedness between a Person and its Affiliates and, for certainty, the PTC Debt, in each case, as the same may be supplemented, amended, amended and restated, restated or replaced from time to time, together with all accrued and accruing interest, fees, costs and expenses thereunder;
- (aaa) “**Deposit**” has the meaning given to such term in Section 3.2(a);
- (bbb) “**DIP Lender**” has the meaning given to such term in the ARIQ;
- (ccc) “**Disclosed Personal Information**” has the meaning given to such term in Section 11.2(a);
- (ddd) “**Employee Plans**” means any material plan, arrangement, agreement, program, policy, practice or undertaking, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, supplemental pension, retirement, stock option, stock purchase, stock appreciation, share unit, phantom stock, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plans, programmes, arrangements, agreements or practices, in each case (x) for the benefit of Employees, officers or directors of any of the Sellers or other Persons who are receiving remuneration for work or services provided to any of the Sellers who are not Employees (or any spouses, dependants, survivors or beneficiaries of such Persons), or (y) that are maintained, sponsored or funded by the any of the Sellers or (z) under which a Seller has, or will have, any liability or contingent liability, provided that an Employee Plan shall not include any Statutory Plans;
- (eee) “**Employees**” means all current employees of the Sellers;

- (fff) “**Encumbrance**” means any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind, including: (i) any and all Court-ordered charges granted in the CCAA Proceedings or the NOI Proceeding, including pursuant to the Initial Order, the ARIO and SARIO; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, (iii) any Excluded Liabilities, and (iv) those specific Encumbrances to be listed on the Approval and Vesting Order;
- (ggg) “**Equity Commitment Letter**” means the equity commitment from Basalt to the Buyer delivered on the date hereof;
- (hhh) “**ETA**” means Part IX of the *Excise Tax Act* (Canada);
- (iii) “**Excluded Assets**” has the meaning given to such term in Section 2.2;
- (jjj) “**Excluded Contracts**” has the meaning given to such term in Section 2.2(a);
- (kkk) “**Excluded Liabilities**” has the meaning given to such term in Section 2.4;
- (lll) “**Excluded Policies**” has the meaning given to such term in Section 2.1(n);
- (mmm) “**Final**” with respect to any order of any court of competent jurisdiction, means that leave to appeal or reconsideration shall not have been sought in respect of such order and no notices of the foregoing shall have been filed and that such order shall not have been stayed, appealed, varied (except with the consent of the Buyer and the Sellers) or vacated (or, if leave to appeal, reconsideration, or appeal has been sought, it has been dismissed with no further appeal therefrom, and any stay has been vacated) and all specified time periods within which leave to appeal or reconsideration could at law be sought shall have expired;
- (nnn) “**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, bureau, court (including small claims court), judicial body, arbitral body or other law, rule or regulation-making entity:
  - (i) having jurisdiction over the Sellers, the Buyer, the Purchased Assets or the Assumed Liabilities on behalf of any country, province, state, locality or other geographical or political subdivision thereof; or
  - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or Taxing Authority or power;
- (ooo) “**Governmental Authorizations**” means the permits, licences, approvals and authorizations, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued to or held or required by the Sellers relating to the Business or any of the Purchased Assets by or from any Governmental Authority;

- (ppp) “**GST/HST**” means all goods and services tax and harmonized sales tax imposed under the ETA (including, for greater certainty, any provincial component of such harmonized sales tax), and any other similar statute enacted by the provinces or territories of Canada;
- (qqq) “**HCSI 1**” has the meaning given to such term in the preamble to this Agreement;
- (rrr) “**HCSI 2**” has the meaning given to such term in the preamble to this Agreement;
- (sss) “**HCSI Entities**” has the meaning given to such term in Recital C;
- (ttt) “**including**” and “**includes**” shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”;
- (uuu) “**Initial Order**” has the meaning given to such term in Recital B;
- (vvv) “**Intellectual Property**” has the meaning given to such term in Section 2.1(i);
- (www) “**Inventory**” has the meaning given to such term in Section 2.1(d);
- (xxx) “**Joint Cash Statement**” means the joint statement prepared by the Sellers, in consultation with the Monitor, PTC and the CRO, and executed by the Sellers (i) certifying that the total amount of cash swept from the Bank Accounts between July 31, 2025 and the Cut-Off Time, (ii) attaching copies of all monthly statements summarizing the daily activity in the Bank Accounts between July 31, 2025 and the Cut-Off Time, and (iii) certifying that the monthly statements were provided to PTC;
- (yyy) “**Licences**” has the meaning given to such term in Section 2.1(m);
- (zzz) “**Monitor**” has the meaning given to such term in Recital B;
- (aaaa) “**Monitor’s Certificate**” means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered to the Buyer and filed with the Court by the Monitor;
- (bbbb) “**New Simply Green**” has the meaning given to such term in the preamble to this Agreement;
- (cccc) “**NOI Proceedings**” has the meaning given to such term in Recital C;
- (dddd) “**Non-Party Affiliates**” has the meaning given to such term in Section 11.5;
- (eeee) “**Old Simply Green**” has the meaning given to such term in the preamble to this Agreement;
- (ffff) “**Opted Out Customer Contracts**” means the Contracts with customers of a Seller that are Class Members who Opted Out of the Settlement Class (as defined in the Settlement Agreement) and include those which are listed in the excel spreadsheet

titled “eLease Import-Opt Out Account List” and included in the virtual data room hosted by Intralinks DealCentre on the date hereof;

- (gggg) “**ordinary course of the Business**” means ordinary course of the Business having regard to the Sellers’ current financial condition and the CCAA Proceedings;
- (hhhh) “**Outside Date**” means December 31, 2025;
- (iii) “**Parties**” means the Sellers and the Buyer collectively, and “**Party**” means any one of the Sellers or the Buyer;
- (jjj) “**Permits**” has the meaning given to such term in Section 2.1(l);
- (kkkk) “**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;
- (lll) “**Personal Information**” means information in the possession or under the control of the Sellers about an identifiable individual;
- (mmmm) “**Post-Filing Accrued and Unpaid Amounts**” means all Post-Filing Ordinary Course Obligations which cannot be paid prior to the Closing Time (as a result of applicable invoices or payment information not being provided yet) and any remittance obligations that are not Assumed Liabilities applicable to amounts received by the Sellers but not yet remitted as of the Closing Time to the applicable Taxing Authority;
- (nnnn) “**Post-Filing Accrued and Unpaid Amounts Reserve**” means an amount to be determined by the Monitor and Sellers on the Business Day prior to the Closing Date, equal to the lesser of: (a) \$2,000,000, and (b) the Sellers’ cash in Bank Accounts that are Purchased Assets immediately prior to Closing minus \$2,500,000 (but not less than \$0), which amount shall be paid to the Monitor from the Sellers’ cash immediately prior to Closing and held by the Monitor to fund payment of Post-Filing Accrued and Unpaid Amounts. For the avoidance of doubt, in funding the Post-Filing Accrued and Unpaid Amounts Reserve, the Sellers shall not be required to, and shall not, reduce their cash on hand at Closing(in Bank Accounts that are Purchased Assets) to less than \$2,500,000;
- (oooo) “**Post-Filing Ordinary Course Obligations**” means all unpaid and outstanding liabilities to vendors, suppliers and/or service providers of the Sellers incurred in the ordinary course of the business between the date of the Initial Order and the Closing Time;
- (pppp) “**PTC**” has the meaning given to such term in Recital B;

- (qqqq) “**PTC Closing Documents**” means, collectively, the documents and evidence described in Section 6.2(d) to be delivered by the Sellers to the Buyer on or before the Closing Time;
- (rrrr) “**PTC Cut-Off Time Documents**” means, collectively, the documents and evidence described in Section 6.2(d) to be delivered by the Sellers to the Buyer on the Cut-Off Date;
- (ssss) “**PTC Debt**” means all indebtedness, liabilities or obligations of any Seller to PTC wherever and however incurred, including under or in respect of (i) the CLAs, (ii) any warehouse line of credit agreement between a Seller and PTC; (iii) the debtor in possession term sheet between CC Management, CC Financial, CC Funding, New Simply Green, Old Simply Green, CC Trust, and PTC dated November 9, 2023, and (iv) any other Contract between a Seller and PTC, in each case, whether incurred as a guarantor or as a principal, and any security or other documents or instruments granted or entered into in connection therewith, all as may be supplemented, amended, restated or replaced from time to time, together with all accrued and accruing interest, fees, costs and expenses thereunder;
- (tttt) “**Purchase Price**” has the meaning given to such term in Section 3.1;
- (uuuu) “**Purchased Assets**” has the meaning given to such term in Section 2.1;
- (vvvv) “**Real Property Lease**” means the lease dated October 21, 2019 between Simply Green Home Services Inc., Dorsay Development Corporation and ONTARI Holdings Ltd., as landlord, as amended pursuant to an amendment dated November 20, 2024, as the same may be amended, amended and restated or supplemented from time to time;
- (wwww) “**Representative Plaintiffs**” means Alga Adina Bonnick, Goran Stoilov Donev, and Sarah-Jane Shaw;
- (xxxx) “**Sales Agent**” means Canadian Imperial Bank of Commerce, in its capacity as sales agent in connection with the SISP, as approved pursuant to the SARIO;
- (yyyy) “**SARIO**” has the meaning given to such term in Recital C;
- (zzzz) “**Seller**” and “**Sellers**” have the meaning given to such terms in the preamble to this Agreement;
- (aaaaa) “**Settlement Agreement**” means the settlement agreement between the Settling Defendants and the Representative Plaintiffs dated November 1, 2024, as approved by the class action settlement approval order of the Court dated April 2, 2025;
- (bbbbb) “**Settling Defendants**” means the Sellers, Crown Crest Capital II Trust, Crown Crest Billing Corp., Crown Crest Capital Corp., Sandpiper Energy Solutions, Sandpiper Energy Solutions Home Comfort, Simply Green Home Services (Ontario) Inc., Simply Group, EcoHome Financial Inc., Simply Group

Acquisition Corp., Peoples Trust Company, 2775996 Ontario Inc., Marble Amalco Inc., SGHS Management Holdco Inc., Lawrence Krimker, and Lyudmila Krimker;

- (cccc) “**SISP**” has the meaning given to such term in Recital D;
- (dddd) “**Successful Bid**” has the meaning given to such term in the SISP;
- (eeee) “**Successor Taxes**” means any liability for Taxes of a Seller which, as a result of the transfer of the Purchased Assets to the Buyer, becomes (or also becomes) a liability of the Buyer;
- (ffff) “**Target Closing Date**” means December 15, 2025, or such other date as the Parties, the Monitor, and the DIP Lender, may agree in writing, acting reasonably;
- (ggggg) “**Tax**” and “**Taxes**” means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST/HST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments, withholdings, Canada Pension Plan contributions and employment insurance premiums including any installment payments, interest, penalties, fines or other additions associated therewith, whether or not disputed;
- (hhhhh) “**Tax Act**” means the *Income Tax Act* (Canada), and any other similar statute enacted by the provinces or territories of Canada;
- (iiii) “**Tax Returns**” means all returns, information returns, reports, elections, agreements, declarations or other documents of any nature or kind required to be filed with any applicable Governmental Authority in respect of Taxes;
- (jjjj) “**Taxing Authority**” means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection or other imposition of any Tax;
- (kkkkk) “**Transaction**” means, collectively, the sale and purchase of the Purchased Assets pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets, including the assumption of the Assumed Liabilities by the Buyer;
- (llll) “**Transfer Taxes**” has the meaning given to such term in Section 7.7(c);
- (mmmm) “**Transferred Contracts**” means collectively, the Contracts listed on Schedule 2.1(g); and

(nnnnn) “**Transition Services Agreement**” has the meaning given to such term in Section 7.4.

## **1.2 Schedules**

The schedules to this Agreement are an integral part of this Agreement.

<b><u>Schedule</u></b>	<b><u>Description</u></b>
Schedule 1.1(z)	Form of CLA Release Agreement
Schedule 2.1(g)	Transferred Contracts
Schedule 2.1(i)	Other Intellectual Property
Schedule 2.6(b)	Consents

## **1.3 Statutes**

Unless specified otherwise, reference in this Agreement to a statute or regulations refers to that statute or those regulations, as the case may be, as may be amended, or to any restated or successor legislation of comparable effect.

## **1.4 Headings and Table of Contents**

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

## **1.5 Gender and Number**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

## **1.6 Currency**

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

## **1.7 Contract**

In this Agreement, any reference to a Contract, shall include such Contract as it may be renewed, supplemented, amended, amended and restated, restated or replaced from time to time.

## **1.8 Invalidity of Provisions**

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such

jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.

## **1.9 Entire Agreement**

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

## **1.10 Waiver, Amendment**

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby, and in respect of the Sellers, unless the Monitor has provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## **1.11 Governing Law; Jurisdiction and Venue**

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein (including, as applicable, the CCAA), without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Court prior to a Final order of the Court terminating the CCAA Proceedings and thereafter to the Courts of the Province of Ontario for the resolution of any disputes arising under or in connection with this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.7 shall be deemed effective service of process on such Party.

**ARTICLE 2  
PURCHASE AND SALE**

**2.1 Agreement to Purchase and Sell Purchased Assets**

Upon and subject to the terms and conditions of this Agreement (including Court Approval and the provisions of 2.6), at the Closing Time each Seller shall sell, convey, assign and transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and accept from each Seller, free and clear of all Claims and Liabilities and Encumbrances, all of its right, title and interest at the Closing Time in, to and under, or relating to, all the assets, property and undertaking, owned, used or held by it in connection with the Business other than the Excluded Assets (collectively the “**Purchased Assets**”), including the following properties, assets and rights:

- (a) *Accounts Receivable* – accounts receivable, Customer Receivables, bills receivable, trade accounts and insurance claims recorded as receivable in the Books and Records and other amounts owing or deemed to be owing to a Seller, including refunds, rebates receivable from PTC on delinquent accounts (collectively, the “**Accounts Receivable**”);
- (b) *CLA Interests* – all CLA Interests and the Leased Assets (as defined in the CLAs) with respect thereto;
- (c) *Prepaid Expenses* – the full benefit of its prepaid expenses and all deposits, including with any supplier, public utility, lessor under any Transferred Contract or Governmental Authority and under the Real Property Lease (to the extent it constitutes a Transferred Contract) but, for certainty, excluding any prepaid expenses and deposits relating to Excluded Assets;
- (d) *Inventory* – all items, wherever located, that are held by or on behalf of it for sale, license, rental, lease or other distribution in the ordinary course of the Business, including the equipment leased that is the subject matter of any Customer Contract or are being produced for sale, or are to be consumed, directly or indirectly, in the production of goods or services to be available for sale, of every kind and nature and wheresoever situate including inventories of raw materials, spare parts, work in progress, finished goods and by-products, operating supplies and packaging materials (collectively, the “**Inventory**”);
- (e) *Fixed Assets and Equipment* – all machinery, equipment, furnishings, furniture, vehicles, parts, dies, molds, tooling, tools, computer hardware, supplies, accessories and other tangible personal and moveable property (other than Inventory) owned or used or held by the Sellers, whether located on its premises or elsewhere (including at customer locations);
- (f) *Personal Property Leases* – all leases of personal or moveable property used by it, including all benefits, rights and options pursuant to such leases and all leasehold improvements forming part thereof;

- (g) *Transferred Contracts* – subject to Section 2.6(a), all Transferred Contracts; provided that the Buyer shall have the right remove any Contract or designate any additional Contract as a Transferred Contract by delivering an amended Schedule 2.1(g) to the Sellers and the Monitor by no later than one (1) Business Day prior to the date that the Sellers serve and file a motion with the Court seeking the issuance of the Court Orders (provided that, for greater certainty, there shall be no change to the Purchase Price in the event that any Contract (including any Customer Contract) is no longer designated as a Transferred Contract);
- (h) *Technology* – all hardware, software, telecommunications, network connections, peripherals and related communication technology, proprietary software, payment processing software, payment terminals and all other technology infrastructure (excluding communication infrastructure that is generally accessible by the public) owned by Sellers, and all transferable rights of Sellers under licences and other agreements or instruments relating thereto, including all telecom addresses (including IP addresses), and all telephone and fax numbers used in connection with the Business;
- (i) *Intellectual Property* – all of its right, title and interest to all intellectual property and related rights, existing in Canada or anywhere in the world, whether registrable or not, owned by the Sellers, used by the Sellers or held by the Sellers, in connection with the Business (collectively, the “**Intellectual Property**”), including any and all rights in, to or subsisting in:
  - (i) all trademarks, trade names, trade dress, certification marks, service marks, and other source indicators (including the name “Sandpiper Energy Solutions”, “Crown Crest”, “Simply Green” or “Simply Group” and any variations thereof), and the goodwill of any business symbolized thereby, websites, uniform resource locators, domain names, social media handles and accounts and any related login and account information, patents, copyrights and all works of authorship, computer systems, software code, applications, systems, databases, data, website content, passwords, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property;
  - (ii) all registrations and applications for registration thereof;
  - (iii) any and all licences, sub-licences or any other evidence of a right to use any of the foregoing;
  - (iv) the right to obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations or similar legal protections related thereto;
  - (v) the right to bring an action at law or equity for the infringement, misappropriation or other violation of the foregoing before the Closing

Time, including the right to receive all proceeds and damages therefrom, owned, or used or held by it; and

- (vi) any other Intellectual Property identified on Schedule 2.1(i);
- (j) *Goodwill* – the goodwill of the Business and relating to the Purchased Assets, and information and documents relevant thereto, including lists of customers and suppliers, credit information, telephone and facsimile numbers, e-mail addresses, research materials, research and development files and Confidential Information and the exclusive right of the Buyer to represent itself as carrying on the Business in succession to the Sellers;
- (k) *Business Records* – all Books and Records, all business and financial records and files of the Business, including the general ledger and accounting records relating to the Business, all customer records (including all records relating to current, former and prospective customers), all lists of suppliers, all operating manuals, plans and specifications and all of the right, interest and benefit, if any, thereunder and to and in the domain names, telephone numbers, facsimile numbers and e-mail addresses, used by it in the conduct of the Business, all files and data related to the Assumed Employees, and all records, files and information necessary or desirable for the Buyer to conduct or pursue the rights described in Section 2.1(n) or 2.1(o); provided, however, that: (i) each Seller may retain copies of all Books and Records included in the Purchased Assets to the extent necessary or useful for the administration of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of the Sellers), the filing of any Tax Return, any Tax audit or proceeding or compliance with any Applicable Law or the terms and conditions of this Agreement; and (ii) the Sellers (including any trustee appointed in respect thereof) and the Monitor shall have access to, and the right to copy, at their own expense, for purposes of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of the Sellers) or the filing of any Tax Return, any Tax audit or proceeding or compliance with any Applicable Law or the terms and conditions of this Agreement, during usual business hours, upon reasonable prior notice to the Buyer, all Books and Records included in the Purchased Assets;
- (l) *Permits* – all Governmental Authorizations relating to the Business or any of the Purchased Assets, to the extent transferable to the Buyer (the “**Permits**”);
- (m) *Licences* – all of its licences and licence agreements relating to the Business or the Purchased Assets to the extent the foregoing are transferable to the Buyer (the “**Licences**”);
- (n) *Insurance* –
  - (i) the full benefit of its rights to insurance claims (including pending insurance claims) to the extent relating to the Business or the Purchased Assets and amounts recoverable in respect thereof net of any deductible but excluding any benefits, claims or amounts recoverable under directors’ and officers’

and fiduciary liability insurance, including any tail or run-off insurance policies in respect of Contracts of insurance, insurance plans relating to the Business or the Purchased Assets (collectively, the “**Excluded Policies**”);

- (ii) any insurance proceeds (net of any deductibles and retention) recovered by it under all Contracts of insurance, insurance policies and insurance plans (excluding the Excluded Policies) from and after the date of this Agreement to the extent relating to the Business or the Purchased Assets,

provided that, Buyer acknowledges that Sellers are under no obligation to maintain insurance policies following the Closing Time and are under no obligation to pursue any claims under such policies or pay any premiums, renewal fees or deductibles under such policies, unless the Buyer and Sellers agree otherwise in the Transition Services Agreement;

- (o) *Actions, etc.* – its claims, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment, and its interest in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof in respect of occurrences, events, accidents or losses suffered prior to the Closing Time to the extent relating to the Business or Purchased Assets;
- (p) *Cash and Bank Accounts* – all cash held by the Sellers (other than an amount equal to the Post-Filing Accrued and Unpaid Amounts Reserve and any amounts released from the funds held by Enbridge Gas Distribution Inc. in connection with a former billing arrangement that ended on or about October 31, 2024) and all Bank Accounts and rights of the Sellers thereunder;
- (q) *Payment Processing* – all rights and benefits of the Sellers under (i) Contracts with payment processors or in respect of any merchant accounts used in connection with the Business, including any reserve(s) and/or holdback(s) established or held by any payment processor, (ii) any current and unrevoked pre-authorized debit authorizations and forms by customers of a Seller, and (iii) any other Contracts needed to ensure the Buyer receives the Customer Receivables from and after the Closing;
- (r) *Debt* – any Debts due to the Sellers prior to the Closing Time; including Debts or other amounts due or payable to it by any Affiliate;
- (s) *Deposits Held by Credit Card Issuers* – all deposits held with any credit card issuer;
- (t) *Warranty Rights* – all warranty rights against manufacturers, builders, contractors or suppliers relating to any of the Purchased Assets, to the extent the foregoing are transferable;
- (u) *Confidential Information* – all Confidential Information of the Sellers necessary to operate the Business;

- (v) *Express Consents under Privacy and Anti-Spam Law* – to the extent transferrable under applicable Canadian privacy Laws, all express consents obtained by or on behalf of Sellers under any privacy Laws and Anti-Spam Laws from any Person to:
  - (i) send or cause to be sent an electronic message to such Person, (ii) alter or cause to be altered the transmission data in an electronic message so that the message is delivered to a destination other than or in addition to that specified by such Person, (iii) install or cause to be installed a computer program on such Person’s computer system or, having so installed or cause to be installed a computer program, to cause an electronic message to be sent from that computer system, or (iv) disclose any Personal Information of such Person;
- (w) *Tax Refunds* – any refund of Taxes to be paid under Section 7.7(i);
- (x) *Other Assets* – to the extent that it is necessary to specifically identify them for any purpose whatsoever, any other assets as agreed to between the Buyer and the Sellers (with the consent of the Monitor and the DIP Lender) prior to the date on which materials for the Approval and Vesting Order are served (which, for certainty, unless otherwise agreed between the Parties, will not result in any adjustment to the Purchase Price);

but, in each case, excluding the Excluded Assets.

## 2.2 Excluded Assets

Notwithstanding any provision of this Agreement to the contrary, the Purchased Assets shall not include any of the following assets of any of the Sellers (collectively, the “**Excluded Assets**”), which shall remain the property of the Sellers:

- (a) *Excluded Contracts* – all Contracts that are not Transferred Contracts (collectively, the “**Excluded Contracts**”) and, for greater certainty, the Excluded Contracts shall include the Opted Out Customer Contracts;
- (b) *Tax Refunds* – any refund of Taxes not subject to Section 7.7(i);
- (c) *Real Property Lease* – all rights of the Sellers as lessee of real property under the Real Property Lease and all leasehold improvements related thereto, unless the Real Property Lease is identified by the Buyer as a Transferred Contract either: (i) no later than one (1) Business Day prior to the date that the Sellers serve and file a motion with the Court seeking the issuance of the Court Orders, if Buyer determines Consent will not be obtained and an Assignment Order is to be obtained with respect to the Real Property Lease; or (ii) no later than two Business Days prior to the Closing Date only if Consent has been obtained with respect to the Real Property Lease;
- (d) *Corporate Records* – Tax Returns and original Tax records and Books and Records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of a Seller as a Person, and provided that the Buyer may take copies of

all Tax records and Books and Records pertaining to such records (as redacted, if applicable) to the extent necessary or useful to the Buyer after Closing including the filing of any Tax Return or pursuing any refundable Taxes or refund of Taxes;

- (e) *Rights under Agreement* – each Sellers’ rights under this Agreement, the Closing Documents and the Transaction, including, for greater certainty, all cash that is paid in satisfaction of the Purchase Price and under the documents creating, securing and governing any Debt, but excluding the Sellers’ right under the CLA Release Agreement from and after the Closing Time;
- (f) *Non-Assignable Contracts and Permits* – any Contract or Permit that is not assignable as contemplated in Section 2.6;
- (g) *Assets Held by other Affiliates* – all properties, assets and rights held by the Sellers’ Affiliates (which Affiliates are not also Sellers);
- (h) *Shares* – securities held by the Sellers;
- (i) *Insurance* – all Contracts of insurance, insurance policies and insurance plans in each case to the extent relating to the Business or the Purchased Assets and the Excluded Policies and all proceeds, rights and claims thereunder, as well as all rights under Contracts of insurance, insurance policies and insurance plans to the extent not relating to the Business or the Purchased Assets;
- (j) *Ordinary Course Assets* – any asset of the Sellers that would otherwise constitute a Purchased Asset but for the fact that it is conveyed, leased or otherwise disposed of in the ordinary course of the Business in compliance with Section 7.2 during the period beginning on the date of this Agreement and ending at the Closing Time, other than the CLA Interests;
- (k) *Retainers* – all rights in respect of any retainers paid by the Sellers to professional service providers; and
- (l) *Enbridge Deposits* - all rights of the Sellers in respect any funds held by Enbridge Gas Distribution Inc. in connection with a former billing arrangement that ended on or about October 31, 2024;
- (m) *Bank Account* – the HCSI HOME COMFORT INC. Bank Account held at the Toronto-Dominion Bank bearing account number 14822-5297353 and all cash therein; and
- (n) *Other Assets* – all assets determined by the Buyer and the Sellers (with the consent of the Monitor) in its sole discretion to be “Excluded Assets” by delivering written notice thereof to the Sellers prior to the date on which materials for the Approval and Vesting Order are served (which, for certainty, will not result in any adjustment to the Purchase Price).

### 2.3 Assumption of Liabilities

The Buyer shall assume as of the Closing Time and shall pay, discharge and perform, as the case may be, from and after the Closing, only the following liabilities and obligations of each Seller (collectively, the “**Assumed Liabilities**”):

- (a) *Obligations under Transferred Contracts* – subject to Section 2.3(b) and Section 2.6(a), all liabilities and obligations arising under the Transferred Contracts from and after the Closing Time, but only to the extent such liabilities thereunder are incurred after the Closing Time and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Sellers on or before the Closing Time;
- (b) *Cure Costs* – any Cure Costs in connection with a Transferred Contract to the extent an Assignment Order or Consent, as applicable, is obtained in respect of such Transferred Contract, but, for greater certainty, excluding any amount of Post-Filing Ordinary Course Obligations in connection with such Transferred Contract;
- (c) *Employee Matters* – all liabilities and obligations (i) in respect of vacation entitlement and vacation pay of the Assumed Employees, and (ii) in respect of the Assumed Employees arising on or after the Closing Time, but only to the extent such liabilities and obligations relate to the employment of the Assumed Employees with the Buyer or the termination thereof by the Buyer in accordance with Section 7.8; and
- (d) *Purchased Assets* – all liabilities pertaining to the ownership or use of the Purchased Assets arising and relating to the conduct of the Business accruing from and after the Closing Time, but, for greater certainty, excluding any amount of Post-Filing Ordinary Course Obligations.

### 2.4 Excluded Liabilities

Except as expressly assumed pursuant to Section 2.3, all of each Sellers’ Debts, Claims and Liabilities and Contracts, of any kind or nature, shall remain the sole responsibility of such Seller, and the Buyer shall not assume, accept or undertake any Debts, Claims and Liabilities, Contract or duty of the Sellers of any kind, whatsoever, except as expressly assumed pursuant to Section 2.3, whether accrued, contingent, known or unknown or otherwise, and specifically including the following liabilities and obligations which shall be retained by, and which shall remain the sole responsibility of the applicable Seller (collectively, the “**Excluded Liabilities**”):

- (a) *Intercompany Accounts Payable* – any Debts owing by a Seller to any shareholder, director, officer or Affiliate of a Seller (which Affiliate is not a Seller);
- (b) *Intellectual Property Claims* – any Claims and Liabilities against a Seller for infringements of any intellectual property rights of any third Person relating to any period prior to the Closing Time;

- (c) *Excluded Assets* – all Claims and Liabilities relating to the Excluded Assets, including any Excluded Contracts;
- (d) *Transferred Contract or Permit* – all Claims and Liabilities under any Transferred Contract or Permit, which is not assignable or assumable in whole or in part without a Consent, unless such Consent, or as applicable, an Assignment Order has been obtained;
- (e) *Pre-Closing Liabilities* – all Claims and Liabilities arising from the ownership or use of the Purchased Assets or conduct of the Business prior to the Closing Time, including any Post-Filing Ordinary Course Obligations;
- (f) *Debt* – all Claims and Liabilities in respect of any Debt;
- (g) *Encumbrances* – all Encumbrances;
- (h) *Taxes* – all Claims and Liabilities for Taxes of a Seller and all liabilities for Successor Taxes;
- (i) *Employee Matters* – all Claims and Liabilities of the Sellers in respect of the Employees that are not Assumed Employees and the Employee Plans, and all liabilities and obligations in respect of the Assumed Employees to the extent such liabilities and obligations arise prior to the Closing Time, except for vacation entitlement and vacation pay of the Assumed Employees, or relate to the employment or termination of employment of the Assumed Employees prior to the Closing Time (whenever arising), in accordance with Section 7.8;
- (j) *Settlement Agreement* – all Claims and Liabilities under sections 3, 4, 5 and 17 of the Settlement Agreement;
- (k) *Claims* – all Claims and Liabilities arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Time, including, liabilities relating to any breach of law, statute, regulation, product liability claims, breach of consumer protection laws and any liabilities or obligations relating to the environment or occupational health and safety, including any: (i) facts, circumstances, events or occurrences alleged in the Class Action, (ii) Claims and Liabilities of Persons who opted out of the Class Action and/or Settlement Agreement or in respect of Opted-Out Customer Contracts, (iii) Claims and Liabilities of MNP Corporate Finance Inc., or any of its Affiliates; (iv) liabilities arising in connection with properties owned, leased or operated by a Seller at any time prior to the Closing Time; (v) liabilities arising in connection with facilities or properties to which any Seller sent hazardous material for disposal prior to the Closing Time; (vi) liabilities arising in connection with any hazardous material generated, used, emitted, released, stored, transported or disposed of prior to the Closing Time by any Seller; or (vii) fines, penalties or other liabilities arising from violations of or non-compliances with environmental laws or environmental Permits occurring prior to the Closing Time, all to the maximum extent permitted by Applicable Law.

## **2.5 As is, Where is**

THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS AND THE BUSINESS ARE PURCHASED AND THE ASSUMED LIABILITIES ARE ASSUMED BY THE BUYER ON AN “AS IS, WHERE IS” BASIS AS THEY SHALL EXIST AT THE CLOSING TIME WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS, THE BUSINESS AND THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO THE SELLERS, THE DIP LENDER OR THE MONITOR OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES OR ADVISORS. SUBJECT TO THE TERMS HEREOF, THE BUYER AGREES TO ACCEPT THE PURCHASED ASSETS, THE BUSINESS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING TIME BASED ON THE BUYER’S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLERS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Buyer acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by any of the Sellers in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded. The provisions of this Section 2.5 shall survive and not merge on Closing.

## **2.6 Assignment of Purchased Assets**

- (a) Notwithstanding anything contained in this Agreement or elsewhere, Buyer will not assume and will have no obligation to discharge any debt, liability or obligation under any Transferred Contract or Permit, which is not assignable or assumable in whole or in part without a Consent, unless such Consent, or as applicable, an Assignment Order has been obtained.
- (b) The Sellers and the Buyer shall use commercially reasonable efforts to obtain any necessary Consents in order to assign the Transferred Contracts and Permits identified on Schedule 2.6(b) (other than the Customer Contracts), and if any Consent cannot be obtained, to use commercially reasonable efforts to apply for and obtain an Assignment Order in respect of such Transferred Contracts and Permits together with the motion for the Approval and Vesting Order. To the extent assignable and transferable to the Buyer, all Transferred Contracts and Permits shall be assigned by the applicable Seller to the Buyer.

### ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

#### 3.1 Purchase Price

The purchase price payable by the Buyer, or by Basalt for and on behalf of the Buyer, to the Sellers for the Purchased Assets (the “**Purchase Price**”) shall be an amount equal to:

- (a) a cash payment of \$ [REDACTED] minus, dollar-for-dollar, the amount by which the cash swept from the Bank Accounts during the period from July 31, 2025 up to and including the Cut-Off Time exceeds \$ [REDACTED], as certified in the Joint Cash Statement (collectively, the “**Cash Purchase Price**”), with a portion of the Cash Purchase Price to be funded to the Monitor on Closing: (i) to pay any professional fees and expenses of the Monitor, counsel to the Monitor, the CRO and counsel to the CRO in connection with the CCAA Proceedings outstanding as of the Closing Date, or to pay any professional fees and expenses and other wind-down costs to be incurred by the Sellers, the Monitor, counsel to the Monitor, the CRO and counsel to the CRO in connection with the wind-down of the CCAA Proceedings (and any subsequent proceedings); and (ii) to pay any Post-Filing Accrued and Unpaid Amounts to the extent the Post-Filing Accrued and Unpaid Amounts Reserve is insufficient to pay all such amounts; and
- (b) plus the amount of the Assumed Liabilities,

provided that if the aggregate amount of cash in the Sellers’ Bank Accounts (which are Purchased Assets) is less than \$2,500,000 immediately prior to Closing, the Cash Purchase Price shall be reduced by an amount equal to \$2,500,000 minus the amount of cash in the Sellers’ Bank Accounts (which are Purchased Assets) immediately prior to Closing.

#### 3.2 Satisfaction of the Purchase Price

- (a) A deposit in the amount of \$ [REDACTED] (the “**Deposit**”) was paid to the Monitor by Basalt for and on behalf of the Buyer as a deposit towards the Cash Purchase Price, to be held by the Monitor in a non-interest bearing trust account, to be applied against the Cash Purchase Price or returned or forfeited, as the case may be, in accordance with the terms and conditions of this Agreement and the SISF.
- (b) The Buyer shall satisfy the Purchase Price at the Closing Time by: (i) directing the Monitor to apply the Deposit against the Cash Purchase Price; (ii) paying, or causing Basalt to pay for and on behalf of the Buyer, to the Monitor, on behalf of the Sellers, of cash in immediately available funds equal to the Cash Purchase Price less the Deposit; and (iii) assuming the Assumed Liabilities.

#### 3.3 Purchase Price Allocation

The Purchase Price shall be allocated among the Purchased Assets and the Sellers as agreed by the Parties and the DIP Lender and with the consultation of the Monitor. Such allocation shall be

binding, and the Buyer, and the Sellers shall report the purchase and sale of the Purchased Assets and file all filings which are necessary or desirable under the Tax Act to give effect to such allocations and shall not take any position or action inconsistent with such allocation unless otherwise required by Applicable Laws. For purposes of calculating any applicable Transfer Taxes payable by the Buyer in accordance with Section 7.7(c), the allocation shall include any relevant categories of assets and the provinces or territories in which the assets are situated, as required to determine the amount of such Transfer Taxes.

### **3.4 Post-Filing Accrued and Unpaid Amounts Reserve**

- (a) Prior to the Closing Time, the Sellers shall deliver the amount of the Post-Filing Accrued and Unpaid Amounts Reserve to the Buyer.

On the date that is six months following Closing or such later date as the Sellers shall determine in their sole discretion (provided that such date is no later than five Business Days prior to termination of the CCAA Proceedings), any unused portion of the Post-Filing Accrued and Unpaid Amounts Reserve which was funded out of Sellers' cash (and not from the Cash Purchase Price) after payment or reservation for all Post-Filing Accrued and Unpaid Amounts, as determined by the Sellers, shall be transferred by the Sellers to the Buyer, provided that Sellers shall not be obligated to provide any amount of the unused portion of the Post-Filing Accrued and Unpaid Amounts Reserve to the Buyer which the Sellers have not remitted to a Taxing Authority as a result of claiming input tax credits relating to payments by the Sellers to the Monitor, the CRO, the Sales Agent or their respective legal advisors, or the legal, financial or other advisors engaged by the Sellers in connection with the CCAA Proceedings (and the Sellers shall be entitled to retain any such amounts). Concurrently on such date, the Sellers shall provide the Buyer with an accounting of the amounts used from the Post-Filing Accrued and Unpaid Amounts Reserve.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY THE SELLERS**

The Sellers jointly and severally represent and warrant to the Buyer and acknowledge that the Buyer is relying upon the following representations and warranties in connection with the Transaction:

### **4.1 Existence**

Each Seller is duly organized and validly existing under the laws of its jurisdiction of organization.

### **4.2 Due Authorization and Enforceability of Obligations**

Subject to Court Approval being obtained, each Seller has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action of such Seller. This Agreement has been, and at the Closing

Time the Closing Documents will be, duly executed and delivered by each Seller and, subject to Court Approval being obtained, constitute valid and binding obligations of each Seller enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

#### **4.3 Right to Sell Purchased Assets**

At the Closing, each Seller shall convey to the Buyer all of its right, title and interest in and to the Purchased Assets free and clear of all Encumbrances pursuant to the Approval and Vesting Order, except with respect to any Transferred Contracts or Permits for which Consent is required for an assignment and such Consent or an Assignment Order has not been obtained at the Closing Time.

#### **4.4 Absence of Conflicts**

Except for the approvals set out in Section 4.5, no Seller is a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or Applicable Laws or Governmental Authorizations that would be violated, breached by, or under which any default would occur or with notice or the passage of time would be created as a result of the execution and delivery of, or the performance of obligations under this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults or any Applicable Laws or Governmental Authorizations that (i) would not have a material adverse effect on the conduct of the Business or on the ability of any Seller to consummate the Transaction, or (ii) will be addressed by the Approval and Vesting Order or other order of the Court made in the CCAA Proceedings.

#### **4.5 Approvals and Consents**

Except for:

- (a) Court Approval; and
- (b) any Consent or Assignment Order required in connection with the assignment of any Transferred Contract or Permit or any other Purchased Asset;

no authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Sellers and each of the Closing Documents to be executed and delivered by a Seller hereunder or otherwise in connection with the Transaction.

#### **4.6 Competition Act**

The aggregate value of the assets in Canada of the Sellers and their Affiliates, and the gross revenues from sales in, from or into Canada of the Sellers and their Affiliates, in each case

determined in accordance with the *Competition Act* and the regulations made thereunder, do not exceed \$282 million.

**4.7 Residence of the Sellers**

None of the Sellers are non-residents of Canada within the meaning of the Tax Act.

**4.8 GST/HST**

The Sellers are registered for GST/HST purposes under Subdivision D of Division V of the ETA and any other similar Applicable Laws enacted by the provinces or territories of Canada, including provincial sales taxes and retail sales taxes and their registration numbers are as follows:

<u>Corporation</u>	<u>HST #</u>
Simply Green Home Services Corp.	80552 9336 RT0001
Crown Crest Capital Management Corp.	75820 9092 RT0001
Crown Crest Capital Trust	72317 6327 RT0001
Crown Crest Financial Corp.	71365 8524 RT0001
HCSI Home Comfort Inc.	74688 7496 RT0001
Simply Green Home Services Inc.	71449 5678 RT0001
HCSI Home Comfort 2 Inc.	71180 6471 RT0001

**4.9 Taxes**

Since the commencement of the CCAA Proceedings the Sellers have duly filed on a timely basis all Tax Returns in respect of provincial sales taxes required to be filed by them and have paid or remitted all provincial sales taxes that are due and payable by them for the period following the commencement of the CCAA Proceedings to the appropriate Taxing Authority.

**4.10 Brokers**

Except for amounts that will be satisfied by the Sellers, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon any arrangement made by or on behalf of either Seller within the time required by Applicable Laws.

**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants to the Sellers as follows, and acknowledges that the Sellers are relying upon the following representations and warranties in connection with the Transaction:

## **5.1 Existence**

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

## **5.2 Due Authorization and Enforceability of Obligations**

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary action of the Buyer. This Agreement has been, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Buyer and constitute valid and binding obligations of the Buyer enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

## **5.3 Absence of Conflicts**

The Buyer is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or Applicable Laws or Governmental Authorizations, approvals, franchises, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority that would be violated, breached by, or under which any default would occur or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement or document to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults or any Applicable Laws or any Governmental Authorizations, approvals, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority, that would not have a material and adverse effect on the ability of the Buyer to consummate the Transaction.

## **5.4 Approvals and Consents**

No authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the Closing Documents to be executed and delivered by the Buyer hereunder or otherwise in connection with the Transaction.

## **5.5 Competition Act**

The aggregate value of the assets in Canada of the Buyer and its Affiliates, and the gross revenues from sales in, from or into Canada of the Buyer and its Affiliates, in each case determined in accordance with the *Competition Act* and the regulations made thereunder, do not exceed \$118 million.

## **5.6 Residence of the Buyer**

The Buyer is not a non-resident of Canada within the meaning of the Tax Act.

## **5.7 GST/HST**

The Buyer is, or at the Closing Time will be, registered for GST/HST purposes under Subdivision D of Division V of the ETA and will provide its registration number(s) to the Sellers.

## **5.8 Investment Canada Act**

At the Closing Time, the Buyer will (a) be either a “Canadian” or “WTO investor” within the meaning of the *Investment Canada Act*; and (b) not be a “state-owned enterprise” within the meaning of the *Investment Canada Act*.

## **5.9 Financing**

The Buyer has delivered to the Sellers a true and complete copy of the Equity Commitment Letter. The Equity Commitment Letter has not been amended or modified, no such amendment or modification is pending or contemplated, and the equity commitment pursuant thereto has not been withdrawn, terminated or rescinded. The Equity Commitment Letter delivered to the Sellers has been duly executed and delivered by Basalt, is valid, in full force and effect and in good standing in accordance with its terms.

## **5.10 Brokers**

No broker, finder or investment banker is entitled to any brokerage commission, finder’s fee or other similar payment in connection with the Transaction based upon any arrangement made by or on behalf of the Buyer.

## **5.11 Informed and Sophisticated Buyer**

The Buyer is an informed and sophisticated buyer, and the Buyer has engaged expert advisors and is experienced in the evaluation and purchase of distressed enterprises such as the Business as contemplated hereunder. The Buyer has undertaken such investigations and has been provided with and has evaluated such documents and information as it had deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement, and, for clarity, the Buyer has had an opportunity to conduct any and all required due diligence prior to making its bid.

## **5.12 No-Collusion**

The Buyer has not engaged in any collusion with any other Qualified Bidders (as defined in the SISP) in connection with the submission of its Qualified Bid (as defined in the SISP) or its participation in the SISP, and always has only considered the Transaction for its own account. For greater certainty, the Buyer is participating in the SISP and submitting its Qualified Bid in conjunction with and with the support of Basalt.

### **5.13 SISP**

The Buyer acknowledges that it has reviewed the SISP and accepts the terms therein and agrees to be bound by them other than to the extent that they require that this Agreement serve as a Back-Up Bid and the Buyer as a Back-Up Bidder or to the extent they are in conflict with the terms of this Agreement in which case, this Agreement shall prevail.

### **5.14 Non-Reliance**

The Buyer 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 Crown Crest 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 SISP or the Transaction, or any information provided in connection therewith.

## **ARTICLE 6 CONDITIONS**

### **6.1 Conditions for the Benefit of the Buyer and the Sellers**

The respective obligations of the Buyer and of the Sellers to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions, which conditions are for the benefit of both the Buyer and the Sellers and may only be waived, in whole or in part, by both the Buyer and the Sellers:

- (a) *No Breach of Law.* No provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction shall be in effect; and
- (b) *Approval and Vesting Order.* The Approval and Vesting Order shall have been issued and entered on or before November 15, 2025, or on or before such other date as the Parties and the Monitor agree to in writing, and shall not have been stayed, varied (except with the consent of the Buyer and the Sellers) or vacated.

### **6.2 Conditions for the Benefit of the Buyer**

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) *Representations and Warranties of Sellers.* The representations and warranties of the Sellers set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time (and, for this purpose, any reference to “material” or any other concept of materiality in such representations and warranties shall be ignored);

- (b) *Covenants of Sellers.* The covenants contained in this Agreement to be performed by the Sellers on or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) *Cessation of Cash Sweeps:* All cash sweeps of the Bank Accounts and wire payments from the Bank Accounts to PTC (including the Collections Accounts (as such term is defined in the CLAs)) shall cease as of the Cut-Off Time;
- (d) *PTC Cut-Off Time Documents.* On the Cut-Off Date, the Sellers shall deliver to the Buyer:
  - (i) evidence that PTC has taken all actions necessary to discontinue all cash sweeps of, or wire payments from, the Bank Accounts (including the Collections Accounts (as such term is defined in the CLAs)), including delivering a rescission notice and instructing all applicable financial institutions to disable all cash sweeps with sufficient advance notice and time to prepare, execute, and deliver all required documentation so that all cash sweeps cease as of the Cut-Off Time;
  - (ii) copies of all evidence and documentation, in form and substance satisfactory to Buyer, that PTC's rights to sweep cash or initiate wire payments from any Bank Account or any other rights of access to the Bank Accounts has been terminated effective as of the Cut-Off Time; and
  - (iii) the Joint Cash Statement executed by the Sellers;
- (e) *PTC Closing Documents.* On or before the Closing Time, the Sellers shall deliver to the Buyer:
  - (i) the CLA Release Agreement executed by the Sellers and PTC;
  - (ii) copies of all evidence and documentation demonstrating that all blocked accounts agreements (including the Collections Accounts) are terminated by PTC and the Sellers effective as of the Closing Date; and
  - (iii) a certificate by an authorized signatory of PTC addressed to the Buyer or its assigns certifying that the representations and warranties in the CLA Release Agreement are true and correct as of the effective time of the CLA Release Agreement and certifying compliance with the covenants set out in the CLA Release Agreement, and will include the following confirmations:
    - (A) commencing the date that the Buyer is designated the Successful Bidder (as defined in the SISP) and until the Cut-Off Time, it did not sweep the Bank Accounts outside the ordinarily scheduled dates and times for such cash sweeps as reflected on the Sellers' 24-week cash flow forecast as at May 26, 2025 for the period of May 18, 2025 to November 1, 2025;

- (B) from and after the Cut-Off Time, it has not swept cash, received wire transfers from the Sellers or permitted cash to be swept or otherwise transferred to PTC from the Bank Accounts;
  - (C) that from and after Closing, PTC has no interest in the Purchased Assets or any related Collections that occur on or after Closing; and
  - (D) any Purchased Assets collected by PTC or on PTC's behalf, from and after the Closing Date, shall be held for the benefit of the Buyer, and shall promptly be paid to, and for the benefit of the Buyer.
- (f) *Account Information.* The Sellers shall have (i) at least five Business Days prior to the Closing Date delivered to the Buyer the account information (which shall include user names, logins and passwords, as applicable), the authorization codes to transfer the domain name registrations, and social media accounts that form part of the Intellectual Property and any account information and authorization codes to transfer the payment processing information and merchant accounts to the Buyer or any other accounts or information necessary or requested by the Buyer, acting reasonably, to ensure uninterrupted payments of the Accounts Receivables to the Buyer from and after Closing (collectively, the “**Account Information**”); and (ii) taken all such actions and approved any transfer requests as may be required to transfer ownership and registration of the Account Information to the Buyer effective as of the Closing Time, and provide evidence of the same to the Buyer;
- (g) *No Bankruptcy.* None of the Sellers shall have made, or be deemed to have made, an assignment in bankruptcy under the *Bankruptcy and Insolvency Act* or shall have obtained an order of the Court binding this Transaction on a trustee in bankruptcy;
- (h) *Consents or Assignment Order.* The Sellers shall have obtained the Consents or an Assignment Order in respect of the Contracts and Permits identified on Schedule 2.6(b);
- (i) *Orders.* Each of the Approval and Vesting Order and the Assignment Order, if applicable, shall have been issued and become Final and non-appealable;
- (j) *No Action or Proceeding.* No legal or regulatory action or proceeding shall be pending or threatened by any Governmental Authority to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the Transaction or the matters set out in the CLA Release Agreement;
- (k) *Injunctions.* There shall be in effect no injunction against closing the Transaction, any aspect of the Transaction or the matters set out in the CLA Release Agreement entered by a court of competent jurisdiction; and
- (l) *Documents.* The Buyer shall have received all Closing Documents required pursuant to Section 10.2 of this Agreement to be delivered by the Sellers on Closing in form and substance reasonably satisfactory to the Buyer.

### **6.3 Conditions for the Benefit of the Sellers**

The obligation of the Sellers to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Sellers of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Sellers):

- (a) *Representations and Warranties.* The representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time, except where failure of a representation and warranty to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of the Buyer to consummate the Transaction;
- (b) *Covenants.* The covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time, except where failure to perform a covenant would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of the Buyer to consummate the Transaction;
- (c) *Purchase Price.* The Monitor, on behalf of the Sellers, shall have received the entirety of the Cash Purchase Price; and
- (d) *Closing Documents.* The Sellers shall have received all Closing Documents required pursuant to Section 10.3 of this Agreement to be delivered by the Buyer on Closing in form and substance reasonably satisfactory to the Sellers.

## **ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES**

### **7.1 Access to Information**

Until the Closing Time, the Sellers shall give to the Buyer, Basalt, their respective Affiliates and each of their personnel engaged in the Transaction, accountants, legal advisers, consultants and representatives during normal business hours reasonable access to its premises and to all of the Books and Records relating to the Business, or any of the Purchased Assets and the Assumed Liabilities and to members of the Sellers' senior management, shall furnish them with all such information relating to the Business, the Purchased Assets and the Assumed Liabilities as the Buyer may reasonably request in connection with the Transaction, and shall coordinate reasonable access by the Buyer to the customers and suppliers of the Business (provided that a representative of the Sellers and the Monitor shall be entitled to participate in any discussions or other communications with customers or suppliers). Notwithstanding anything in this Section 7.1 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business. The Sellers shall also deliver to the Buyer authorizations to Governmental Authorities necessary to permit the Buyer to obtain information in respect of the Purchased Assets from the files of such Governmental Authorities. Notwithstanding the foregoing, the Sellers shall not be required

to disclose any information, records, files or other data to the Buyer where prohibited by any Applicable Laws or such disclosure would have the effect of causing the waiver of any applicable privilege. In addition, the Buyer shall indemnify and hold harmless the Sellers and Monitor and their respective directors, officers, employees and agents of the Sellers and Monitor against and in respect of any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees) suffered or incurred by the Sellers as a result of, arising out of, or in connection with any access to or use of the premises by the Buyer or its representatives pursuant to this section 7.1, except to the extent that such losses, damages, liabilities, costs or expenses arise from the gross negligence or wilful misconduct of the Sellers.

## **7.2 Conduct of Business Until Closing Time**

Except: (1) as necessary in connection with the CCAA Proceedings; (2) as expressly required or contemplated by this Agreement or by an order of the Court in the CCAA Proceedings; (3) with the prior written consent of the Buyer; (4) as may be necessary to respond to an emergency or to prevent or mitigate loss of or damages to property; or (5) as required to comply with any applicable Contract to which the Sellers are a party, the Sellers shall from the date hereof until the Closing Time:

- (a) conduct the Business and their operations and affairs in the ordinary course consistent with past practice since commencement of the CCAA Proceedings;
- (b) continue to maintain in full force and effect all policies of insurance relating to the Business or renewals thereof now in effect and give all notices and present all claims under all policies of insurance in a due and timely fashion (provided that the Sellers are under no obligation to renew any policies of insurance related to the Business to provide coverage following Closing);
- (c) comply with Applicable Laws in all material respects;
- (d) not transfer, lease, license, sell or create any Encumbrance on or otherwise dispose of any of the Purchased Assets, except in the ordinary course of the Business;
- (e) not amend, terminate or assign any Permits, Licences or Transferred Contracts that are included in the Purchased Assets, except in the ordinary course of the Business or with the prior written consent of the Buyer;
- (f) pay Post-Filing Ordinary Course Obligations as they become due and, in any event, pay all outstanding Post-Filing Ordinary Course Obligations which are not Post-Filing Accrued and Unpaid Amounts by no later than one (1) Business Day prior to the Closing Date, other than any payments on account of the CLA Interests from and after the Cut-Off Time;
- (g) not waive, release, permit the lapse of, relinquish or assign any material rights under any Transferred Contract that is material to the Business;

- (h) not enter into any lease, contract or agreement, licence or other commitment related to the Business that would constitute a Contract except in the ordinary course of the Business; and
- (i) other than as required by an Employee contract or any Employee Plans in effect as of the date of this Agreement: (i) not make or agree to make any bonus, change of control, retention or profit sharing distribution or similar payment of any kind to any Person in connection with the Transaction; (ii) not grant or agree to grant any increase in the rate of wages, bonuses, commission or other remuneration of any Employees; (iii) not increase or accelerate or agree to increase or accelerate any of the benefits to which Employees are entitled under any Employee Plans or create any new Employee Plans or cease to sponsor any current Employee Plans; or (iv) terminate the employment of any Employee, except for “cause”.

### **7.3 Approvals and Consents**

- (a) The Buyer and Sellers shall as soon as reasonably possible following the date hereof, make all such filings and seek all such Consents and Permits with any Governmental Authorities whose consent or authorization is required for consummation of the Transaction, if any, and the Buyer and Sellers, as applicable, will request any expedited processing available; and
- (b) the Buyer shall, at the Sellers’ request, furnish the Sellers with copies of such documents and information with respect to the Buyer, including financial information, as the Sellers may reasonably request in connection with obtaining any Consents contemplated by this Agreement, including in connection with any motion seeking an Assignment Order.

### **7.4 Transition Services Agreement**

The Parties shall use commercially reasonable efforts to agree to a form of transition services agreement for a scope of services which has been delivered by the Buyer to the CRO prior to the date hereof (the “**Transition Services Agreement**”), on terms and conditions acceptable to the Parties, acting reasonably, as soon as practical following the execution of this Agreement and in any event, prior to the Closing Date and to execute the Transition Services Agreement at the Closing Time. The Parties acknowledge and agree that the Transition Services Agreement will include services to be provided following Closing in respect of such matters as agreed to between the Parties, acting reasonably and in good faith, with costs in respect of such services to be borne by the Buyer as set out in the Transition Services Agreement and charged on a cost-recovery basis only. The Transition Services Agreement shall provide that the Sellers will provide services thereunder on an as is, where is basis and without liability. The Transition Services Agreement shall have a term not to exceed 120 calendar days following Closing, unless extended by mutual written agreement.

## **7.5 Change of Name**

Each Seller shall use commercially reasonable efforts to change, and cause each of its Affiliates to, change its name to a name which does not include the words “Simply Green”, “Simply Group”, “Crown Crest”, “Sandpiper”, “Sand Piper”, “HCSI Home Comfort”, or “HCSI” or any part thereof or any similar words; provided that the Buyer acknowledges that any name change cannot take effect until after the Closing Time. The Sellers agree that from and after the Closing Time (i) neither the Sellers nor any of their Affiliates will use the words “Simply Green”, “Simply Group”, “Crown Crest”, “Sandpiper”, “Sand Piper”, “HCSI Home Comfort”, or “HCSI” or any part thereof or any similar words, including in all documents and websites, and (ii) the Sellers will seek an order in the CCAA Proceedings to change the style of cause in the CCAA Proceeding to reflect the change of the names of the Sellers, provided that the Buyer acknowledges and agrees that the Sellers and the Monitor may still refer to the names of the Sellers in the body (but not title of proceedings) of court materials in the CCAA Proceedings and on the Monitor’s website (as predecessor names) and in the historical documents posted on the Monitor’s website.

## **7.6 Further Assurances**

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Sellers, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

## **7.7 Tax Matters**

- (a) The Buyer and the Sellers agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.
- (b) For purposes of any Tax Return related to the Transaction (including, for greater certainty, any Tax election), the Buyer and each Seller, agree to report the Transaction in a manner consistent with the Purchase Price allocation contemplated by Schedule 3.3, and the Buyer and the Sellers shall not voluntarily take any action

inconsistent therewith in any such Tax Return, refund claim, litigation or otherwise, unless required by Applicable Laws. The Buyer and the Sellers shall each be responsible for the preparation of their own Tax Returns.

- (c) All amounts payable by the Buyer to the Sellers pursuant to this Agreement are exclusive of any GST/HST, or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording or filing fees or similar charges that are imposed by reason of the sale, transfer, assignment and delivery of the Purchased Assets (collectively, “**Transfer Taxes**”). All Transfer Taxes are the responsibility of and for the account of the Buyer. The Buyer and the Sellers will cooperate in a commercially reasonable manner to (i) determine the amount of Transfer Taxes payable in connection with the Transaction, (ii) minimize Transfer Taxes; and (iii) prepare and file any and all required Tax Returns for or with respect to such Transfer Taxes with any and all appropriate Taxing Authorities. Where Transfer Taxes payable by the Buyer are collectible by the Sellers, the applicable Sellers shall invoice same with such information as may be required by Applicable Law for the Buyer to claim related credits, refunds or rebates of such Transfer Taxes, including the information prescribed in the *Input Tax Credit Information (GST/HST) Regulations*.
- (d) If a Seller is required by Applicable Law to collect any applicable Transfer Taxes from the Buyer, and issues an invoice for such Transfer Taxes as set out in Section 7.7(c), the Buyer shall pay such amounts to such Seller concurrent with the payment of any consideration payable pursuant to this Agreement, and such Seller shall remit or account for such Transfer Taxes to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws.
- (e) At Closing, if requested by the Buyer, the applicable Seller and the Buyer shall jointly make an election under section 167 of the ETA and if applicable under any other equivalent or corresponding provisions of any Applicable Laws to have the sale of the Purchased Assets of the applicable Seller take place on a GST/HST-free basis under the ETA (and any other equivalent or corresponding provisions of any Applicable Laws) and the Buyer shall file such election with its GST/HST return for the reporting period in which the sale of the Purchased Assets takes place. The Buyer shall indemnify and hold harmless the Sellers and the directors, officers, employees and agents of the Sellers against and in respect of any and all GST/HST, interest and penalties assessed against them, as a consequence of the Buyer’s failure to timely file the election provided for under subsection 167 of the ETA, or the election provided for under subsection 167 of the ETA not being available in respect of the purchase and sale of the Purchased Assets contemplated by this Agreement.
- (f) To the extent applicable, one or more Sellers and the Buyer will jointly execute, and each of them will file promptly following the Closing Date, an election under section 22 of the Tax Act with respect to the sale of accounts receivable hereunder

and shall designate therein the portion of the Purchase Price allocated to the accounts receivable pursuant to the allocation schedule in Section 3.3 as consideration paid by the Buyer for the accounts receivable. This election shall be made within the time prescribed for such election. For greater certainty, the Sellers and the Buyer agree to prepare and file their respective Tax Returns in a manner consistent with such election.

- (g) To the extent applicable, one or more Sellers and the Buyer will jointly elect under subsection 20(24) of the Tax Act, in the prescribed manner and within the required time period, in respect of the assumption by the Buyer hereunder of any obligations in respect of undertakings to which paragraph 12(1)(a) or 12(1)(e) of the Tax Act applies. To the extent such election is made, the Sellers and the Buyer acknowledge that a portion of the Purchased Assets having a value equal to the elected amount shall be transferred to the Buyer as payment by the relevant Seller to the Buyer for the assumption by the Buyer of any such future obligations of the relevant Seller.
- (h) The Sellers shall use their commercially reasonable efforts to obtain each of the Clearing Certificates prior to Closing and shall, on or prior to Closing, deliver to the Buyer, evidence satisfactory to the Buyer that each of the Clearance Certificates have been requested by them, provided that obtaining such Clearance Certificates shall not be a condition to Closing.
- (i) Sellers shall pay or cause to be paid to the Buyer an amount equal to any refunds of Taxes (including refundable Tax credits) received by the Sellers under the Tax Act or the ETA (other than the portion of any refunds of Taxes received by the Sellers in respect of payments by the Sellers to the Monitor, the CRO, the Sales Agent or their respective legal advisors, or the legal, financial or other advisors engaged by the Sellers in connection with the CCAA Proceedings) that are attributable to any Tax period (or portion thereof) ending prior to the Closing Date, less any Taxes, and reasonable costs or expenses attributable to such refund, within ten (10) Business Days of receipt thereof by the relevant Seller. If the amount of any Tax refund that was paid to the Buyer under this Section 7.7(i) is subsequently disallowed or reduced by any Governmental Authority, then the Buyer shall promptly pay to the relevant Seller the amount of any such disallowed or reduced refund that was paid by Sellers to Buyer pursuant to this Section 7.7(i), plus any reasonable costs or expenses, incurred by the Seller as a result of such disallowance or reduction.

## **7.8 Employee Matters**

- (a) Until the Closing Time, the Sellers shall provide the Buyer's personnel engaged in the Transaction, legal advisors and human resources consultants reasonable access to the Sellers' Employee records for the purpose of preparing for and conducting employment interviews. Additionally, by no later than 21 days prior to Closing, the Sellers will arrange for interviews between its Employees and the Buyer at a time to be mutually agreed upon by the Sellers and the Buyer, each acting reasonably for the purposes of (i) settling scope of services or other post-Closing arrangements

that will be the subject of the Transition Services Agreement, and (ii) determining which Employees will be offered employment by the Buyer.

- (b) At least twelve (12) days prior to Closing, Buyer shall deliver a list to the Sellers identifying Employees to whom offers of employment will be offered (the “**Retention List**”).
- (c) At least seven (7) days prior to, but conditional on, Closing and with effect as of the Closing Time, the Buyer shall make written offers of employment to the Employees on the Retention List, on such terms as Buyer determines appropriate, subject to the last sentence of this Section 7.8(c). Each offer of employment will expressly provide that the Buyer recognizes all employment service with the Sellers of each such Employee for purposes of any minimum standards imposed by applicable employment standards legislation. Each offer of employment will be on terms substantially similar in the aggregate to the applicable Employee’s current employment terms except for termination entitlements which shall be limited to those minimum entitlements imposed by applicable employment standards legislation.
- (d) At least five (5) days prior to the day that offers of employment are made to the Employees on the Retention List, the Buyer shall provide the Sellers with copies of all offers of employment for the purposes of confirming that the proposed terms of such offers comply with the terms herein. The Sellers shall have no right to modify or amend the offers of employment.
- (e) All of the Employees who accept the Buyer’s offer of employment and commence in employment with the Buyer as of the Closing Date shall hereinafter collectively be referred to as “**Assumed Employees**”. The Sellers shall cooperate with the Buyer in giving notice to the Employees concerning such matters referred to in this Section 7.8 as are reasonable under the circumstances.
- (f) The Buyer shall assume and be responsible for all liabilities and obligations with respect to the vacation entitlement and vacation pay of the Assumed Employees accrued prior to the Closing Date;
- (g) From and after the Closing Date, the Buyer shall assume and be responsible for all liabilities and obligations with respect to the Assumed Employees, including, all liabilities for wages, bonuses, commissions, vacation pay, overtime pay, sick pay, holiday pay, severance pay, termination pay, notice, pay in lieu of notice, damages, employment insurance, Canada Pension Plan, employer health taxes and other employment related liabilities and costs, but only to the extent such liabilities and related costs are based on facts, circumstances or events that arise in connection with their employment with the Buyer or termination of employment by the Buyer on or after the Closing Date. The Buyer shall also be responsible for all employment-related claims, penalties, contributions, premiums and assessments, and all liabilities for claims for injury, disability, death or workers’ compensation

arising from or related to employment of the Assumed Employees that arise on or after the Closing Date.

- (h) The Buyer shall not assume any of the liabilities or obligations related to any Employees that are not Assumed Employees. The Sellers shall be responsible for all liabilities and obligations with respect to any Employee who is not an Assumed Employee, including any costs in respect of the termination by the Sellers of the employment of any Employee who is not an Assumed Employee due to not accepting the Buyer's offer of employment. The Sellers shall be responsible for all liabilities and obligations with respect to any of the Assumed Employees that arise prior to the Closing Time or that relate to the employment or termination of employment of the Assumed Employees prior to the Closing Time (whenever arising), including all liabilities for wages, bonuses, commissions, vacation pay, overtime pay, sick pay, holiday pay, severance pay, termination pay, notice, pay in lieu of notice, damages, employment insurance, Canada Pension Plan, employer health taxes and other employment related liabilities costs. The Seller shall also be responsible for all employment-related claims, penalties, contributions, premiums and assessments, and all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Assumed Employees that arise prior to the Closing Time.
- (i) The Buyer shall not assume any liabilities or obligations under or in respect of any of the Sellers' Employee Plans.
- (j) The Sellers shall be responsible for all liabilities and obligations with respect to any Employee Plans.
- (k) From and after the Closing Date, Assumed Employees shall be entitled to use their unused paid vacation accrued up to the Closing Date under the Sellers' vacation policy, disclosed as of the Closing Date by the Sellers; provided, however, that the Buyer may, subject to Applicable Law, require Assumed Employees to use any such accrued paid vacation by a specified date, in its sole and absolute discretion.
- (l) The Sellers shall cooperate with the Buyer to transition all information that is required or relevant to administer all aspects of the employment relationship of the Assumed Employees.
- (m) Nothing contained in this Section 7.8, express or implied, is intended to confer upon any Assumed Employee any right to continued employment for any period or continued receipt of any specific employee benefit, or constitutes any other term and condition of employment, or constitutes the adoption, establishment, amendment to or any other modification or termination of any Employee Plan. Furthermore, this Section 7.8 shall not in any way limit the ability of Buyer to amend, modify or terminate their respective benefit plans, shall be binding upon and inure solely to the benefit of each of the Parties, and nothing in this Section 7.8, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever.

## 7.9 Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses.

## 7.10 Advice and Direction

The Parties acknowledge that the Monitor is entitled (but not required) to seek the advice and directions of the Court in respect of any determination to be made, consent right to be exercised or other action to be taken by the Monitor under this Agreement.

## 7.11 Accounts Receivable

Within three (3) Business Days following the Closing Date, the Sellers shall deliver a notice, in a form satisfactory to the Buyer and duly executed by the Sellers regarding the transfer of the Accounts Receivable and directing that all further payments thereunder be made to the Buyer, which notice shall be provided to all account debtors of the Accounts Receivable included in the Purchased Assets, excluding account debtors under any Customer Contracts but including any and all payment processors that provide payment processing services to the Sellers. On or prior to Closing, the Sellers shall deliver to the Buyer a notice, in a form satisfactory to the Buyer, acting reasonably, and duly executed by the Sellers, to the account debtors of the Customer Receivables included in the Purchased Assets regarding the transfer of the Customer Receivable and directing that all further payments be made to the Buyer (the “**Customer Notice**”) which Customer Notice may, at any time following Closing, be delivered by the Buyer to any account debtors of Customer Receivables at such time as the Buyer may determine, in its sole and absolute discretion. Any Accounts Receivable forming part of the Purchased Assets, including Customer Receivables, collected by any Seller or on a Sellers’ behalf, from and after the Closing Date, shall be held in trust for the benefit of the Buyer, and shall promptly be paid to, and for the benefit of the Buyer.

# ARTICLE 8 COURT ORDERS

## 8.1 Court Orders

- (a) Within the time period provided for in this Agreement, or such other date as the Parties may agree, the Sellers shall serve and file a motion with the Court seeking the issuance of the Approval and Vesting Order and Assignment Order, if applicable (collectively, the “**Court Orders**”).
- (b) The Buyer shall cooperate with the Sellers, as may be reasonably necessary, in seeking to obtain the Court Orders.
- (c) The Sellers shall use their commercially reasonable efforts to obtain the Court Orders as soon as practicable on the timelines indicated for obtaining such Court

Orders in this Section 8.1, and in the case of any other order, at such time as may be agreed between the Sellers and the Buyer.

- (d) The Buyer and its legal counsel shall be given a reasonable opportunity to review and comment on: (i) the motion for the issuance of the Approval and Vesting Order; (ii) any motion for the issuance of the Assignment Order, if applicable; and (iii) any other materials prepared by the Sellers in connection with obtaining the Court Orders, which shall each be in form and substance satisfactory to the Buyer, acting reasonably, prior to being served.
- (e) Notice of the motions seeking the issuance and entry of the Court Orders shall be served by the Sellers on the service list for the CCAA Proceedings prepared by the Sellers and reviewed by the Monitor, and any other Person as may be reasonably requested in writing by the Buyer.

## **ARTICLE 9 TERMINATION**

### **9.1 Termination**

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by any Party if Closing does not occur on or before the Outside Date; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(a) if the Closing's non-occurrence on or by the Outside Date is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date;
- (b) subject to any approvals required from the Court or otherwise pursuant to the CCAA Proceedings, by mutual written consent of the Sellers (provided prior consent of the Monitor is obtained by the Sellers) and the Buyer;
- (c) by any Party, upon written notice to the other Parties, if a Governmental Authority issues an order prohibiting the Transaction contemplated hereby, which order shall have become Final and non-appealable;
- (d) by the Sellers upon written notice to the Buyer and with the consent of the Monitor, if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.3 by the Closing Date and such violation or breach has not been waived by the Sellers or cured within five (5) Business Days after written notice thereof from the Sellers, unless a Seller is in material breach of its obligations under this Agreement;
- (e) by the Buyer upon written notice to the Sellers, if there has been a material violation or breach by a Seller of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.2 by the

Closing Date and such violation or breach has not been waived by the Buyer or cured within five (5) Business Days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement; and

- (f) by the Buyer or the Sellers if the Court declines to grant the Approval and Vesting Order or (if applicable) the Assignment Order in respect of the Transaction and the Parties are unable to remedy the reasons for the Court declining to grant such order; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(f) if the Court's aforementioned non-approval of the Transaction is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by such Party before the Closing Date.

## **9.2 Effect of Termination**

- (a) In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall forthwith become null and void, except as set forth in this Section 9.2 and Article 11.
- (b) If this Agreement is terminated pursuant to Sections 9.1(a), 9.1(b), 9.1(c), 9.1(e), or 9.1(f), subject to below, the Deposit shall be paid to Basalt, or as Basalt may direct, five (5) Business Days following the date of termination of this Agreement and the return of the Deposit shall be the sole and exclusive remedy of the Buyer in respect of any violation or breach by the Sellers of this Agreement and termination of the Agreement, and the Buyer hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Buyer may or would otherwise be entitled to as against the Sellers.
- (c) If this Agreement is terminated pursuant to Section 9.1(d), the Deposit shall be forfeited by the Buyer to, and become the sole property of, the Sellers as liquidated damages and not as a penalty. Except in the event of fraud, such forfeiture shall be the sole and exclusive remedy of the Sellers against the Buyer, Basalt or any of their Non-Party Affiliates in connection with or related in any manner whatsoever to this Agreement, the violation or breach by the Buyer of this Agreement, the termination hereof, the transactions contemplated herein and/or the failure to consummate the transactions contemplated herein and the Sellers on their own behalf and to the maximum extent permitted by Applicable Law, on behalf of each of their Non-Party Affiliates: (i) expressly waive and renounce any and all other remedies whatsoever, whether at law or in equity, which they may have or would otherwise be entitled to as against the Buyer, Basalt or any of their Non-Party Affiliates, including any injunctive, specific performance (other than as expressly set out in Section 9.3) or other equitable remedy, and (ii) agree that they shall be precluded from seeking to obtain any recovery, judgment or damages of any kind whatsoever from the Buyer, Basalt or any of their Non-Party Affiliates, including consequential, indirect or punitive damages. The Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of the Sellers' liquidated damages as a result of the Closing not occurring. The Buyer hereby waives any claim or defence

that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Sellers' liquidated damages.

### **9.3 Specific Performance**

Solely in the event that all conditions to Closing set forth in Article 6 (with the exception of payment of the Cash Purchase Price less the Deposit) have been satisfied and the Buyer does not pay or cause Basalt to pay for and on behalf of the Buyer, to the Monitor (on behalf of the Sellers) cash in immediately available funds equal to the Cash Purchase Price less the Deposit, then the Sellers shall be entitled to claim specific performance against the Buyer (and solely the Buyer).

## **ARTICLE 10 CLOSING**

### **10.1 Location and Time of Closing**

The Closing shall take place at the Closing Time by means of an electronic closing, or such other place or fashion as may be agreed upon in writing by the Parties, in which the closing documentation will be delivered by email exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals except as otherwise provided in this Agreement.

### **10.2 Sellers' Deliveries**

On or before the Closing, the Sellers shall deliver to the Buyer:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing Time;
- (b) customary deeds, assignments, bills of sale and other conveyancing documents, to be settled between the Sellers and the Buyer sufficient to transfer the various categories of Purchased Assets on an "as is where is" basis consistent with the terms of this Agreement and the Approval and Vesting Order;
- (c) an assignment agreement relating to all of the right, title and interest of Seller in and to the Intellectual Property as may be required for registration purposes;
- (d) a copy of the issued and entered Approval and Vesting Order;
- (e) a copy of the issued and entered Assignment Order in respect of any Transferred Contracts identified on Schedule 2.1(g);
- (f) a certificate signed by the CRO, without personal liability, certifying that the representations and warranties of such Seller set out herein are true and correct in all material respects at the Closing Time (unless they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of

such earlier date) and certifying compliance with the covenants set out in Section 7.2;

- (g) the Transition Services Agreement executed by the Sellers;
- (h) the PTC Cut-Off Time Documents;
- (i) the PTC Closing Documents;
- (j) the election referred to in Section 7.7(e) duly executed by the relevant Sellers;
- (k) the election referred to in Section 7.7(f) duly executed by the relevant Sellers;
- (l) the election referred to in Section 7.7(g) duly executed by the relevant Sellers;
- (m) the Account Information and evidence that the Sellers have taken all such actions and approved any transfer requests as may be required to transfer ownership and registration of the Account Information to the Buyer effective as of Closing;
- (n) an acknowledgement addressed to PTC and the Buyer confirming the satisfaction or waiver of the conditions contained in Sections 6.1 and 6.3, signed for and on behalf of the Sellers without personal liability by the CRO or other Persons reasonably acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer;
- (o) an acknowledgement addressed to the Monitor and the Buyer confirming the satisfaction or waiver of the conditions contained in Sections 6.1 and 6.3, signed for and on behalf of the Sellers without personal liability by the CRO or other Persons reasonably acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer;
- (p) any and all “know your client” information required by the Buyer for the payment of the Cash Purchase Price;
- (q) a purchase certificate issued by the workers’ compensation board in Ontario where Assumed Employees are located;
- (r) the duly signed Customer Notice; and
- (s) any other documents reasonably requested by the Buyer in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

### **10.3 Buyer’s Deliveries**

On or before the Closing, the Buyer shall deliver to the Sellers:

- (a) customary deeds, assignments, bills of sale and other conveyancing documents, to be settled between the Sellers and the Buyer sufficient to transfer the various

categories of Purchased Assets on an “as is where is” basis consistent with the terms of this Agreement and the Approval and Vesting Order;

- (b) an assignment and assumption agreement evidencing the Buyer’s assumption of the Assumed Liabilities;
- (c) a certificate by a senior officer of the Buyer certifying that the representations and warranties of the Buyer set out herein are true and correct in all material respects at the Closing Time (unless they are expressed to be made only as of an earlier date, in which case they need be true and correct only as of such earlier date);
- (d) the election referred to in Section 7.7(e) duly executed by the Buyer;
- (e) the election referred to in Section 7.7(f) duly executed by the Buyer;
- (f) the election referred to in Section 7.7(g) duly executed by the Buyer;
- (g) an acknowledgement addressed to PTC and the Sellers confirming the satisfaction or waiver of the conditions contained in Sections 6.1 and 6.2, signed for and on behalf of Buyer without personal liability by an executive officer of the Buyer or other Persons reasonably acceptable to the Sellers, in each case in form and substance reasonably satisfactory to the Sellers;
- (h) an acknowledgement addressed to the Monitor and the Sellers confirming the satisfaction or waiver of the conditions contained in Sections 6.1 and 6.2, signed for and on behalf of the Buyer, without personal liability, by an executive officer of the Buyer or other Persons reasonably acceptable to the Sellers, in each case in form and substance reasonably satisfactory to the Sellers; and
- (i) any other documents reasonably requested by the Sellers in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

#### **10.4 Monitor’s Certificate**

The Parties hereby acknowledge and agree that the Monitor will be entitled to deliver the Monitor’s Certificate to the Buyer and file the Monitor’s Certificate with the Court without independent investigation upon: (i) receiving written confirmation from the Sellers and the Buyer that all conditions to Closing set forth in Article 6 have been satisfied or waived; and (ii) receiving the entirety of the Cash Purchase Price, and the Monitor will have no liability to the Sellers or the Buyer or any other Person as a result of delivering and filing the Monitor’s Certificate or otherwise in connection with this Agreement or the Transaction contemplated hereunder (whether based on contract, tort or any other theory). The Closing shall be deemed to have occurred upon delivery by the Monitor of an executed copy of the Monitor’s Certificate to the Buyer.

## ARTICLE 11 GENERAL MATTERS

### 11.1 Confidentiality

- (a) Except to the extent otherwise specifically provided in this Section 11.1, each Party, on behalf of itself and its Affiliates, agrees to keep the other Party's Confidential Information confidential and not to use the other Party's Confidential Information in any manner except as required to perform the obligations set out in this Agreement. Each Party agrees to be responsible for any breach of this Section 11.1 by any of its Affiliates and its and their respective directors, employees, advisors, agents and representatives.
- (b) Notwithstanding anything to the contrary herein, each Party maintains the right to disclose the other Party's Confidential Information if required to do so by Applicable Laws or requirement of a Governmental Authority, or to a Taxing Authority in order to describe the Tax treatment and Tax structure of the Transaction; provided that the disclosure of such Confidential Information will be limited only to that purpose and provided further that it will use reasonable efforts to cooperate with the other Party in limiting the disclosure of the Confidential Information.
- (c) Notwithstanding anything to the contrary herein, the Buyer retains the right to disclose the Confidential Information to Basalt or any private funds managed, advised or sub-advised by Basalt or their Affiliates, including investors in such funds.
- (d) At the other Party's request, a Party will destroy all of the other Party's Confidential Information; provided that it is permitted to retain one copy of any Confidential Information to the extent required by Applicable Laws or its internal record-keeping policies.
- (e) Any Confidential Information of the Sellers that constitutes part of the Purchased Assets will cease to be Confidential Information of the Seller and will become Confidential Information of the Buyer on Closing.

### 11.2 Disclosed Personal Information

- (a) The Parties confirm that the Personal Information disclosed to the Buyer in connection with this Agreement (the "**Disclosed Personal Information**") is necessary for the purposes of determining if the Buyer shall proceed with the Transaction contemplated by this Agreement, or to complete such Transaction. Prior to the Closing, the Buyer shall not use or disclose the Disclosed Personal Information for any purposes other than those related to determining if it shall proceed with the Transaction contemplated by this Agreement, the performance of this Agreement, or the consummation of the Transaction contemplated by this Agreement. The Parties shall protect the confidentiality of all Disclosed Personal Information in accordance with Applicable Law regarding data protection and in a

manner consistent with security safeguards appropriate to the sensitivity of the information.

- (b) Following the Closing: (i) the Buyer shall not use or disclose the Disclosed Personal Information for any purposes other than those purposes for which the information was initially collected or for which additional consent was or is obtained, or as otherwise permitted or required by Applicable Law; (ii) the Buyer shall protect the confidentiality of all Disclosed Personal Information in a manner consistent with security safeguards appropriate to the sensitivity of the information; (iii) the Buyer shall give effect to any withdrawal of consent with respect to the Disclosed Personal Information; and (iv) to the extent required by Applicable Law, the Buyer shall, within a reasonable period of time following the Closing, notify any of the individuals to whom the Disclosed Personal Information pertains of the completion of the transactions contemplated by this Agreement as well as the transfer of their Personal Information as a result thereof.

### **11.3 Public Notices**

No press release or other announcement concerning the Transaction shall be made by the Sellers or by the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that the Buyer, Basalt, or funds managed, advised or sub-advised by Basalt, may make a press release or other announcement concerning the Transaction if this bid is selected as the Successful Bid (as defined in the SISP) and after the Closing without the prior consent of the Sellers and, further, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings) or by any court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior written notice to the other (including sharing a draft of any such proposed disclosure), and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by the Sellers with the Court and, in advance of it being publicly filed with the Court, provided to stakeholders of the Sellers in the CCAA Proceedings who are subject to a confidentiality agreement; and (ii) the Transaction may be disclosed by the Sellers to the Court, subject to redacting such confidential or sensitive information as may be agreed among the Parties and permitted by Applicable Laws. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the Court, including evidence from the CRO, containing references to the Transaction and the terms thereof; and
- (b) the Sellers and their professional advisors may prepare and file such reports and other documents in the CCAA Proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to obtain Court approval to complete the Transaction or to comply with their obligations in connection

therewith. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

#### **11.4 Survival**

The representations and warranties of the Sellers in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing. The Sellers shall have no liability, whether before or after the Closing, for any breach of any Sellers' representations or warranties, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 9.1). None of the Sellers' covenants contained in Article 7 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing, and any covenants and obligations under Section 7.4, shall survive the Closing indefinitely unless otherwise set forth herein.

#### **11.5 Non-Recourse**

No past, present or future director, officer, employee, incorporator, member, partner, general partner, manager, shareholder, Affiliate, agent, advisor or representative of the respective Parties hereto (the "**Non-Party Affiliates**"), in such capacity, shall have any liability for any representations, warranties, obligations or liabilities of the Buyer or the Sellers, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of the Transaction.

#### **11.6 Assignment; Binding Effect**

No Party may assign its right or benefits under this Agreement without the consent of the other Party hereto, provided that the Buyer shall be permitted to assign this Agreement to (i) an Affiliate of the Buyer, (ii) an Affiliate of Basalt or one or more funds managed, advised or sub-advised by Basalt or its Affiliates, or (iii) as security for the Buyer's or Basalt's obligations to its lenders or finance providers, without the consent of any other Party hereto and in connection with such assignment, such assignment shall not relieve the Buyer of any of its obligations under this Agreement (or otherwise). This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person or entity not a Party to this Agreement other than Basalt for purposes of Section 7.1, 9.2(b), 9.2(c), 11.1, 11.3, 11.6 and the Monitor and the express third party beneficiaries of Section 11.5 hereof.

#### **11.7 Notices**

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-

recognized courier or overnight service such as Federal Express; or (iv) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Buyer at:

1001363332 Ontario Inc.  
*c/o Go Lime Inc.*  
2225 Sheppard Ave. E, Suite 1010  
Toronto, ON  
M2J 5C2

Attention: Jeff Schwartz  
Email: jeff@golime.com

and to:

Basalt Infrastructure Partners LLC  
PO Box 656, East Wing, Trafalgar Court,  
Les Banques, St Peter Port, Guernsey, GY1 3PP

Attention: Wil Jones  
Email: wil.jones@basaltinfra.com

Attention: Ruggero Paternò  
Email: ruggero.paterno@basaltinfra.com

and to:

DC Advisory  
605 Third Avenue, 11th Floor  
New York, NY 10158

Attention: Anthony Edwards  
Email: anthony.edwards@dcadvisory.com

Attention: Jonathan Scott Paulson  
Email: jonathan.paulson@dcadvisory.com

with copies (which shall not in itself constitute notice) to:

Blake, Cassels & Graydon LLP  
199 Bay St., Suite 4000  
Toronto, ON  
M5L 1A9

Attention: Aryo Shalviri / Michael Elder  
Email: aryo.shalviri@blakes.com / michael.elder@blakes.com

Davies Ward Phillips & Vineberg LLP  
155 Wellington St W  
Toronto, ON  
M5V 3J7

Attention: Natalie Renner / Cameron Rusaw  
Email: nrenner@dwpv.com / crusaw@dwpv.com

and

(b) If to the Sellers, addressed to the CRO at:

HWS Consulting Inc.  
90 Allstate Parkway, Suite 600  
Markham, ON  
L3R 6H3

Attention: Josef Prospero  
Email: jprosperi@hwsconsultant.com

with copies (which shall not in itself constitute notice) to:

c/o Aird & Berlis LLP  
Brookfield Place, 181 Bay Street  
Suite 1800  
Toronto, Ontario M5J 2T9

Attention: Steven Graff / Samantha Hans  
Email: sgraff@airdberlis.com / shans@airdberlis.com

(c) If to the Sales Agent:

Canadian Imperial Bank of Commerce  
Mid-Market Investment Banking  
1155 René-Lévesque West Suite 320  
Montréal, Québec H3B 4P9

Attention: Philippe Froundjian / Sheel Parekh  
Email: philippe.froundjian@cibc.ca / Sheel.Parekh@cibc.com

(d) If to the Monitor:

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

Attention: Pritesh Patel  
E-mail: pritpatel@kpmg.ca

with copies (which shall not in itself constitute notice) to:

c/o Osler, Hoskin & Harcourt LLP  
100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

Attention: Marc Wasserman / Martino Calvaruso  
Email: MWasserman@osler.com / MCalvaruso@osler.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

## **11.8 No Liability; Monitor Holding or Disposing Funds**

Any obligation of or direction to the Monitor to disburse or hold funds or take any action shall be subject to the Approval and Vesting Order or other order of the Court in all respects. The Buyer and the Sellers acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Crown Crest Entities in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no liability under or in connection with this Agreement, the Approval and Vesting Order or any other related Court orders whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Purchase Price (including the Deposit)), whether in its capacity as Monitor, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole

and absolute discretion of the Monitor, any dispute between the Sellers on the one hand, and the Buyer on the other hand, with respect to the holding or disposition of any portion of the Purchase Price (including the Deposit), or any other obligation of the Monitor hereunder in respect of the Purchase Price (including the Deposit), or if at any time the Monitor is unable to determine the proper disposition of any portion of the Purchase Price (including the Deposit), or its proper actions with respect to its obligations hereunder in respect of the Purchase Price (including the Deposit), then the Monitor may (a) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Purchase Price (including the Deposit) or any portion of thereof into the Court for holding and disposition in accordance with the instructions of the Court, or (b) hold the Purchase Price (including the Deposit) or any portion thereof and not make any disbursement thereof until: (i) the Monitor receives a written direction signed by both the Sellers, on the one hand, and the Buyer, on the other hand, directing the Monitor to disburse, as the case may be, the Purchase Price (including the Deposit) or any portion thereof in the manner provided for in such direction, or (ii) the Monitor receives an Order from the Court, obtained on reasonable notice to the Buyer and the Sellers, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Purchase Price (including the Deposit) or any portion thereof in the manner provided for in such Order.

#### **11.9 Counterparts; Signatures**

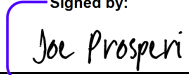
This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

SELLERS:


**CROWN CREST CAPITAL MANAGEMENT CORP.; CROWN CREST FINANCIAL CORP.; CROWN CREST FUNDING CORP., in both its personal capacity and its capacity as trustee of the CROWN CREST CAPITAL TRUST; SIMPLY GREEN HOME SERVICES INC.; SIMPLY GREEN HOME SERVICES CORP.; HCSI HOME COMFORT INC. and HCSI HOME COMFORT 2 INC.**

**BY JOSEPH PROSPERI, SOLELY IN HIS CAPACITY AS COURT-APPOINTED CHIEF RESTRUCTURING OFFICER OF EACH OF THE ABOVE AND NOT IN HIS PERSONAL CAPACITY, PURSUANT TO THE AUTHORITY GRANTED BY THE SECOND AMENDED AND RESATED INITIAL ORDER OF THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) DATED JUNE 4, 2025**

By:  Signed by:  
Name: Joseph Prospero  
Title: Chief Restructuring Officer

**BUYER:**

**1001363332 ONTARIO INC.**

By:   
Name: Kirill Tatarinov  
Title: President

**SCHEDULE 1.1(z)**

**Form of CLA Release Agreement**

## QUITCLAIM, ASSIGNMENT AND RELEASE AGREEMENT

THIS AGREEMENT dated [month] [day], 2025

**BETWEEN:**

**Peoples Trust Company**, a trust company existing under the laws of Canada, having an office in the City of Toronto, in the Province of Ontario (hereinafter referred to as the "**Assignor**")

- and -

**Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp.**, companies duly incorporated and validly existing under the laws of Ontario and **Crown Crest Capital Trust** a duly formed and validly existing trust under the laws of the Province of Ontario (hereinafter referred to as the "**Assignees**")

**WHEREAS** the Assignees are in the business of leasing and servicing home improvement equipment to retail customers, including heating, ventilation and air conditioning (HVAC) equipment and other related products through a lease portfolio spread across the common law provinces of Canada;

**WHEREAS** the Assignor and certain of the Assignees are party to the concurrent lease agreements listed in **Schedule "A" hereto** (the "**CLAs**", each a "**CLA**");

**WHEREAS** on November 9, 2023, on the application by the Assignor, the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued an order, as amended and restated on November 17, 2023, granting the Assignees protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and such proceedings under the CCAA, the "**CCAA Proceedings**"), which, *inter alia*, appointed KPMG Inc. as the Monitor of the Assignees (the "**Monitor**") and approved the appointment of HWS Consulting Inc. as the Chief Restructuring Officer;

**WHEREAS** on June 2, 2025, the Court granted an order under the CCAA that, among other things, (i) approved the engagement of Canadian Imperial Bank of Commerce as sales agent to the Assignees (the "**Sales Agent**"), and (ii) authorized and empowered the Monitor and the Sales Agent to implement a sale and investment solicitation process in accordance with the terms of such order (the "**SISP**");

**WHEREAS** 1001363332 Ontario Inc. (the "**Buyer**") participated in the SISP and the Buyer's Qualified Bid (as defined in the SISP) has been designated as the Successful Bid (as defined in the SISP) in the SISP. In connection therewith, the Buyer and the Assignees have entered into an asset purchase agreement dated October 8, 2025 (the "**APA**");

**WHEREAS** in connection with the transactions contemplated under the APA, the Buyer requires the Assignor to assign, transfer, release, relinquish, vest in and quitclaim the CLA Interests from the Assignor to the Assignees and to terminate the concurrent leases under the CLAs (but not the CLAs themselves);

**WHEREAS** notwithstanding anything else herein and for greater certainty, the “CLA Interests” as that term is used in this Agreement, shall not include any guarantees delivered pursuant to the CLAs, any security interests granted to the Assignor pursuant to the CLAs and any separate security agreements granted to the Assignor by the Assignees (collectively, the “**PTC Security**”), including with respect to the purchase price payable under the APA, which constitutes proceeds of the CLA Interests for purposes of the CLAs, and any indebtedness or other payment, liabilities, and payment obligations owed to the Assignor by the Assignees prior to the Cut-Off Date pursuant to the CLAs or the Acknowledged Debt (as defined below) (collectively, the “**PTC AVO Interests**”).

**NOW THEREFORE** this Agreement witnesseth that, in consideration of the covenants herein contained and for other good and valuable consideration, the parties hereto mutually covenant and agree as follows:

1. **DEFINITIONS**

Any terms not defined herein are as defined in the CLAs or the APA, as applicable.

2. **EFFECTIVENESS**

This Agreement is effective [**ten minutes**] prior to the Closing Time.

3. **QUITCLAIM, ASSIGNMENT AND RELEASE OF INTEREST**

The Assignor hereby irrevocably and forever terminates the concurrent leases under the CLAs (but not the CLAs themselves), and assigns, transfers, releases, relinquishes, vests in and quitclaims unto the applicable Assignees (the “**Quitclaim**”), on an "as is, where is" basis, all of the Assignor’s right, title and interest in, to and in connection with the CLA Interests, and the applicable Assignees hereby purchase and accept directly from the Assignor, the interest of the Assignor in and to the CLA Interests, in consideration of the acknowledgement by the Assignees of the Acknowledged Debt under Section 4 of this Agreement and their promise to pay the Acknowledged Debt and other valuable consideration which is hereby acknowledged by the parties, to have and to hold the same together with all benefit and advantage to be derived therefrom absolutely.

4. **DEBT ACKNOWLEDGEMENT**

Notwithstanding any provisions in the CLAs to the contrary, the Assignees acknowledge and agree that as of the Closing Time, they are indebted to the Assignor in an amount equal to [**\$•**] being the total amount the Assignor would otherwise be entitled to receive over the remaining term of the CLAs, in accordance with their terms, but for the Quitclaim effected pursuant to Section 3 of this Agreement (the “**Acknowledged Debt**”) and that the Acknowledged Debt is due and payable in full to the Assignor as of the Closing Time and is secured by the PTC Security.

5. **NO PRIOR ASSIGNMENT**

Prior to assigning, transferring, releasing relinquishing, vesting and quitclaiming its interest in the CLA Interests to the Assignees, the Assignor hereby confirms that it has not assigned (absolutely or by way of security) any of its right, title or interests in, to and under the CLA Interests to an affiliate or any other person, and there is no lien, claim, encumbrance or other interest of any person that could adversely impact the ability of the

undersigned to assign, transfer, release, relinquish, vest and quitclaim its interest in the CLA Interests to the Assignees.

**6. SECURITY**

Nothing contained in this Agreement is intended to or shall impair, limit or modify the PTC AVO Interests, which do not constitute CLA Interests for the purposes of this Agreement and are not being assigned, transferred, released, relinquished, vested and quitclaimed unto the Assignees under this Agreement.

**6. FURTHER ASSURANCES/CONFLICT**

- a) The Assignor shall and will, from time to time and at all times hereafter, execute such further documents and do all such further acts as may be reasonably required for the purpose of vesting in the Assignees the interest of the Assignor in and to the CLA Interests under and by virtue of this Agreement.
- b) All such documents and assurances executed and delivered pursuant to this Agreement are subordinate to the provisions of this Agreement and the provisions of this Agreement shall govern and prevail in the event of any conflict between the provisions of this Agreement and any such document or assurance.

**7. GOVERNING LAW/SUBORDINATE DOCUMENTS**

- a) This Agreement shall, in all respects, be subject to and interpreted, construed and enforced in accordance with and under the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereto irrevocably attorn and submit to the jurisdiction of the Ontario Superior Court of Justice (Commercial List) in respect of all matters arising under this Agreement.
- b) The covenants and indemnities set forth in this Agreement shall be deemed to apply to all assignments, conveyances, transfers and other documents conveying the CLA Interests to the Assignees and the covenants and indemnities shall not merge in such assignments, conveyances, transfers and other documents.

**8. NOTICES**

- a) All notices and other communications given in connection with this Agreement shall be in writing and may be given by delivering them or by sending them by telecopier to the parties at the following addresses:

Assignor:

Peoples Trust Company  
95 Wellington Street W., Suite 1310  
Toronto, ON M5J 2N7

c/o Gowling WL (Canada) LLP  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, Ontario M5X 1G5

Attention: David Cohen / Clifton P.  
Prophet  
Email: David.cohen@gowlingwl.com /  
Clifton.prophet@gowlingwl.com

Assignees:

HWS Consulting Inc.  
90 Allstate Parkway, Suite 600  
Markham, ON  
L3R 6H3

Attention: Josef Proseri  
Email: jproseri@hwsconsultant.com

c/o Aird & Berlis LLP  
Brookfield Place,  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9

Attention: Steven Graff / Miranda  
Spence  
Email : sgraff@airdberlis.com /  
mspence@airdberlis.com

with a copy in all cases to the Monitor:

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

Attention: Pritesh Patel  
E-mail: pritpatel@kpmg.ca

c/o Osler, Hoskin & Harcourt LLP  
100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

Attention: Marc Wasserman / Martino  
Calvaruso  
Email: MWasserman@osler.com /  
MCalvaruso@osler.com

- b) Any notice shall be in writing and will be effective and deemed given under this Agreement on the earliest of:
- (i) if delivered personally, be deemed to have been given or made at the time of delivery; or
  - (ii) the date of transmission by email (if sent during normal business hours of the recipient, if not, then on the next Business Day).
- c) Either of the parties hereto may from time to time change their respective address

for service herein by giving written notice to the other party hereto.

9. **ENUREMENT**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and to any subsequent acquiror of an interest in all or any of the Leased Assets where such subsequent acquiror purchases the Leased Assets.

10. **COUNTERPART EXECUTION**

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the parties hereto may be evidenced by scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

*[signature page follows]*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written but effective as of the Effective Date.

**CROWN CREST CAPITAL MANAGEMENT CORP.;  
CROWN CREST FINANCIAL CORP.; CROWN  
CREST FUNDING CORP., in both its personal capacity  
and its capacity as trustee of the CROWN CREST  
CAPITAL TRUST; SIMPLY GREEN HOME  
SERVICES INC.; and SIMPLY GREEN HOME  
SERVICES CORP.**

**BY JOSEPH PROSPERI, SOLELY IN HIS CAPACITY  
AS COURT-APPOINTED CHIEF RESTRUCTURING  
OFFICER OF EACH OF THE ABOVE AND NOT IN  
HIS PERSONAL CAPACITY, PURSUANT TO THE  
AUTHORITY GRANTED BY THE SECOND  
AMENDED AND RESATED INITIAL ORDER OF  
THE ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST) DATED JUNE 4, 2025.**

By: \_\_\_\_\_  
Name: Joseph Prosperi  
Title: Chief Restructuring Officer

**PEOPLES TRUST COMPANY**

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

## **SCHEDULE "A"**

1. Second Amended and Restated Concurrent Lease Agreement dated April 15, 2019, between Crown Crest Funding Corp. as trustee of Crown Crest Capital Trust and the Assignor.
2. Third Amended and Restated Concurrent Lease Agreement dated April 15, 2019, as amended by the First Amendment dated December 11, 2020, between Crown Crest Funding Corp. as trustee of Crown Crest Capital Trust and the Assignor.
3. Concurrent Lease Agreement dated May 29, 2019, between Crown Crest Funding Corp. as trustee of Crown Crest Capital Trust and the Assignor.
4. Fourth Amended and Restated Concurrent Lease Agreement dated June 30, 2021, between Crown Crest Financial Corp. and the Assignor.
5. Concurrent Lease Agreement dated November 1, 2021, between Simply Green Home Services Inc. and the Assignor.

## SCHEDULE 2.1(g)

### Transferred Contracts

#	Description of Agreement
	All Customer Contracts which, for greater certainty, does not include any Opted Out Customer Contracts.
	Software License Agreement between NGUTech Inc. and Simply Green Home Services Inc., effective December 31, 2017, as may be supplemented, amended, restated or replaced from time to time.
	Master Services Agreement between Simply Group and One Contact Canada Inc., effective April 1, 2023, as may be supplemented, amended, restated or replaced from time to time.
	Managed Service Agreement between Simply Group Inc. and King of IT., effective August 1, 2023, as may be supplemented, amended, restated or replaced from time to time.
	Contractor Agreement between Simply Smart Installations and Services Inc. and Simply Green Home Services Inc., effective December 21, 2023, as may be supplemented, amended, restated or replaced from time to time.
	Merchant Application Agreement between First Data and Simply Green Home Services, effective September 24, 2020, as may be supplemented, amended, restated or replaced from time to time.
	All contracts with payment processors and merchant accounts and any other Contract needed to ensure that the Buyer receives the Customer Receivables from and after the Closing.
	Each non-disclosure agreements to which any Seller is a party and has provided or made confidentially available to any other party pursuant to the terms thereof, including any entered into by any Seller in connection with the SISP.
	Each non-compete agreement to which a Seller is a party pursuant to which only the ability of any other Person (and for greater certainty, not any Seller) to compete with the Business is restricted.
	Sales Order between Simply Green Home Services Inc. and Automatic Data Processing, Inc., effective October 7, 2020, as may be supplemented, amended, restated or replaced from time to time.
	Service Agreement between Crown Crest Capital and TCN Incorporated, effective March 25, 2019, as may be supplemented, amended, restated or replaced from time to time.
	Any Contract with Atlassian.
	Any Contract with Answerforce.
	Any Contract with Formstack.
	Any Contract with Podium.
	The CLA Release Agreement.

## SCHEDULE 2.1(i)

### Other Intellectual Property

Domain Names	Registrar	TDL
goodviewcapital.ca	Godaddy	.ca
mysimplygroup.com	DreamHost	.com
mysimplymetering.ca	Godaddy	.ca
utilebillhomeservices.com	Godaddy	.com
crowncrestcapital.com	DreamHost	.com
goodviewcapital.com	Godaddy	.com
mysimplygreen.com	DreamHost	.com
mysimplygroup.com	DreamHost	.com
mysimplyled.com	DreamHost	.com
sandpiperenergysolutions.ca	Tucows	.ca

## **SCHEDULE 2.6(b)**

### **Consents**

1. Customer Contracts.
2. Master Services Agreement between Simply Group and One Contact Canada Inc., effective April 1, 2023.
3. Managed Service Agreement between Simply Group Inc. and King of IT., effective August 1, 2023.
4. Merchant Application Agreement between First Data and Simply Green Home Services, effective September 24, 2020, as may be supplemented, amended, restated or replaced from time to time.

# **Appendix “D”**

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CROWN  
CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN  
CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME  
SERVICES CORP., CROWN CREST CAPITAL TRUST, HCSI HOME COMFORT INC. AND  
HCSI HOME COMFORT 2 INC.**

**AFFIDAVIT OF PRITESH PATEL  
(sworn November 3, 2025)**

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

1. I am a Senior Vice President of KPMG Inc. (“**KPMG**”), and, as such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.
2. On November 9, 2023 (the “**Filing Date**”), on the application of Peoples Trust Company (“**PTC**”), the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**Initial Order**”) granting Crown Crest Financial Corp. (“**CCFC**”), Simply Green Home Services Inc. (“**New Simply Green**”), Simply Green Home Services Corp. (“**Old Simply Green**”), Crown Crest Capital Management Corp. (“**CC Management Co**”), Crown Crest Funding Corp. (“**Trustee Co**”), and Crown Crest Capital Trust (“**CC Trust**” and collectively, the “**Crown Crest Leasing Group**” or the “**Simply Green Debtors**”) protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and appointed KPMG Inc. (“**KPMG**”) as the Monitor of the Debtors (the “**Monitor**”).
3. On May 23, 2025, HCSI Home Comfort Inc. (“**HCSI 1**”) and HCSI Home Comfort 2 Inc. (“**HCSI 2**”) and together with HCSI 1, the “**HCSI Entities**”) filed Notices of Intention to Make a Proposal 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**”). KPMG was named as the proposal trustee (the “**Proposal Trustee**”) in the NOI Proceedings.

4. On May 26, 2025, the Court issued an Order (the “**SARIO**”) which, among other things, declared that the CCAA applies to the HCSI Entities (together with the Simply Green Debtors, the “**Debtors**”) and authorized the NOI Proceedings to be taken up and continued under the CCAA and consolidated with the CCAA proceedings. The Court also issued orders under the BIA that, among other things, discharged the Proposal Trustee and terminated the NOI proceedings.
5. The Monitor has provided services and incurred disbursements, in the amounts of \$318,020.00 and \$22,261.41, respectively, (excluding HST) for the period from May 1, 2025 to September 30, 2025 (the “**KPMG Fee Period**”). Attached hereto and marked as Exhibit “**A**” to this Affidavit is a summary of all invoices rendered by the Monitor during the KPMG Fee Period (the “**Accounts**”).
6. True copies of the Accounts, which have been redacted for privilege where appropriate, are attached as **Exhibit “B”** to my Affidavit. The Accounts include a fair and accurate description of the services provided along with hours and applicable rates claimed by the Monitor.
7. KPMG, in its capacity as Proposed Monitor, Monitor and Proposal Trustee, previously filed ten reports with the Court, including the Pre-Filing Report and the Supplement to the Joint Report (the “**Prior Reports**”). In addition, and contemporaneously with the filing of this Affidavit, the Monitor is filing its ninth report to the Court (the “**Ninth Report**” and together with the Prior Reports, the “**Reports**”). Details of the activities undertaken and services provided by the Monitor in connection with the CCAA proceedings are described in the Reports.
8. In the course of performing its duties, statutory or otherwise, the Monitor’s staff has expended a total of 574.20 hours during the KPMG Fee Period. Attached as **Exhibit “C”** to this Affidavit is a schedule setting out a summary of the individual staff involved in the administration of the CCAA proceedings and the NOI Proceedings, and the hours and applicable rates claimed by the Monitor for the KPMG Fee Period. The average hourly rate billed by the Monitor during the KPMG Fee Period is \$553.85.
9. The Monitor requests that the Court approve its Accounts for the KPMG Fee Period, in the total amount of \$340,281.41 (excluding HST) for services rendered and recorded during the KPMG Fee Period.

- 10. Osler, Hoskin & Harcourt LLP (“Osler”), as independent legal counsel to the Monitor, also rendered services and incurred disbursements throughout these proceedings in a manner consistent with the instructions of the Monitor and has prepared an affidavit with respect to the services rendered for the period from May 1, 2025 to September 30, 2025 (“Osler Fee Period”). The Monitor has reviewed the invoices rendered by Osler during the Osler Fee Period and is satisfied that their activities were consistent with the instructions of the Monitor.
- 11. To the best of my knowledge, the rates charged by the Monitor and Osler are comparable to the rates charged for the provision of similar services by other accounting and law firms in the Greater Toronto Area.
- 12. I verily believe that the fees and disbursements incurred by the Monitor and Osler are fair and reasonable in the circumstances.
- 13. This Affidavit is sworn in connection with a motion for an Order of the Court to, among other things, approve the fees and disbursements of the Monitor and Osler and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on November 3, 2025.

*Angelina Hung*

Commissioner for taking affidavits

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2029



**Pritesh Patel**

This is Exhibit "A" referred to in the Affidavit of  
Pritesh Patel, sworn before me on  
November 3, 2025

*Angelina Hung*

---

Commissioner for Taking Affidavits, etc.

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2029

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

**Exhibit A**

<b>Invoice #</b>	<b>Period</b>	<b>Fees</b>	<b>Disbursements <sup>(1)</sup></b>	<b>Sub total</b>	<b>HST</b>	<b>Total</b>
8006152763	May 1 to May 31, 2025	\$ 79,918.75	\$ 5,594.31	\$ 85,513.06	\$ 11,116.70	\$ 96,629.76
8006217675	June 1 to June 30, 2025	\$ 56,306.25	\$ 3,941.44	\$ 60,247.69	\$ 7,832.20	\$ 68,079.89
8006236339	July 1 to July 31, 2025	\$ 58,281.25	\$ 4,079.69	\$ 62,360.94	\$ 8,106.92	\$ 70,467.86
8006322253	August 1 to August 31, 2025	\$ 24,781.25	\$ 1,734.69	\$ 26,515.94	\$ 3,447.07	\$ 29,963.01
7000541006	September 1 to September 30, 2025	\$ 98,732.50	\$ 6,911.28	\$ 105,643.78	\$ 13,733.69	\$ 119,377.47
<b>Total</b>		<b>\$ 318,020.00</b>	<b>\$ 22,261.41</b>	<b>\$ 340,281.41</b>	<b>\$ 44,236.58</b>	<b>\$ 384,517.99</b>

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

This is Exhibit “B” referred to in the Affidavit of  
Pritesh Patel, sworn before me on  
November 3, 2025

*Angelina Hung*

---

Commissioner for Taking Affidavits, etc.

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2029



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

July 3, 2025

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

Invoice : 8006152763  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

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

Our Fee  
 Technology and Support Charge

\$ 79,918.75 CAD  
 5,594.31

\$ **85,513.06** CAD

HST

11,116.70

Amount Due

\$ **96,629.76** CAD

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

**Client No.:**  
1005423957

**Invoice No.:**  
8006152763

**Amount:**  
\$96,629.76 CAD

**Please remit payment to :**

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

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

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

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	51.00	44,625.00
Huey Lee	Partner	\$ 875	1.00	875.00
Tim Montgomery	Director	\$ 725	31.00	22,475.00
Tahreem Fatima	Sr. Manager	\$ 650	13.50	8,775.00
Emilia Mah	Consultant	\$ 400	7.75	3,100.00
Angelina Hung	Technician	\$ 275	0.25	68.75
<b>Total Professional Fees</b>			<b>104.50</b>	<b>\$ 79,918.75</b>
<b>Subtotal</b>				<b>\$ 79,918.75</b>
Technology and support charges				5,594.31
<b>Subtotal</b>				<b>\$ 85,513.06</b>
HST				11,116.70
<b>Total Amount Due</b>				<b>\$ 96,629.76</b>

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

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
05/01/2025	Patel, Pritesh	Review of small claims settlement agreement; review of emails re CF reporting.	0.50	\$ 875	\$ 437.50
05/01/2025	Fatima, Tahreem	Review weekly variance analysis and e-mail to PTC; review of disbursements.	1.25	\$ 650	\$ 812.50
05/01/2025	Mah, Emilia	Prepare weekly variance report.	1.75	\$ 400	\$ 700.00
05/02/2025	Patel, Pritesh	Calls with CRO re employee matters, HSCI and next steps; review of emails from counsel re upcoming motion.	1.25	\$ 875	\$ 1,093.75
05/06/2025	Patel, Pritesh	Update calls with CRO re KERP matters; call Osler re [REDACTED].	1.00	\$ 875	\$ 875.00
05/07/2025	Patel, Pritesh	Update calls with CRO re KERP matters; call with HSCI re next steps; debrief with CRO on same; emails with Osler on same.	3.25	\$ 875	\$ 2,843.75
05/08/2025	Patel, Pritesh	Meeting with CIBC; calls with CRO re KERP matters; review of draft Second ARIO, call with Osler on same; email to HSCI re form of order.	3.50	\$ 875	\$ 3,062.50
05/08/2025	Montgomery, Tim	Review latest disbursements and actual vs forecast variance reporting.	1.50	\$ 725	\$ 1,087.50
05/08/2025	Fatima, Tahreem	Prepare weekly variance analysis and e-mail to PTC; review of disbursements.	1.00	\$ 650	\$ 650.00
05/08/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$ 400	\$ 600.00
05/09/2025	Patel, Pritesh	Calls with CRO re employee matters, HSCI and next steps; review of emails from counsel re upcoming motion; call with HCSI counsel; emails re SISP hearing date; emails with CIBC re draft Order, next steps.	2.50	\$ 875	\$ 2,187.50
05/12/2025	Montgomery, Tim	Internal call with P. Patel and T. Fatima re HCSI and preparation for potential NOI filing.	0.50	\$ 725	\$ 362.50
05/13/2025	Patel, Pritesh	Calls with CRO re KERP, retention matters; edits to SISP timelines, emails with CIBC, CRO on same; email to Osler for review; call with HCSI director re SISP, next steps; update call with CRO on same.	3.50	\$ 875	\$ 3,062.50
05/13/2025	Montgomery, Tim	Review latest employee disbursement request and discussion with CRO regarding same.	1.00	\$ 725	\$ 725.00
05/14/2025	Patel, Pritesh	Call with CRO re status of CIBC materials; review of comments from CIBC on draft order, email to CIBC on same; review of emails re HCSI creditor lists.	1.00	\$ 875	\$ 875.00
05/14/2025	Mah, Emilia	Prepare weekly variance report.	1.50	\$ 400	\$ 600.00
05/15/2025	Patel, Pritesh	Emails with counsel re materials for hearing; review of emails re HCSI filing.	0.50	\$ 875	\$ 437.50
05/15/2025	Montgomery, Tim	Review latest disbursements and actual vs forecast variance analysis; review and update HCSI NOI details.	2.25	\$ 725	\$ 1,631.25
05/15/2025	Fatima, Tahreem	Prepare weekly variance analysis and e-mail to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
05/15/2025	Mah, Emilia	Update of fee affidavit.	0.50	\$ 400	\$ 200.00
05/16/2025	Patel, Pritesh	Update call with counsel re status of materials; emails with SG and KPMG team re timing for NOI filing of HCSI; update call with CRO re SISP materials.	2.50	\$ 875	\$ 2,187.50
05/18/2025	Patel, Pritesh	Review and edits to the Seventh Report.	6.50	\$ 875	\$ 5,687.50
05/19/2025	Patel, Pritesh	Continue review and edits to the Seventh Report.	3.50	\$ 875	\$ 3,062.50
05/20/2025	Patel, Pritesh	Emails with counsel re HCSI matters; emails with KPMG team re NOI filing; review of documents and email to HCSI team; correspond with counsel to HCSI, call on same.	2.50	\$ 875	\$ 2,187.50
05/20/2025	Mah, Emilia	Prepare weekly variance report.	0.75	\$ 400	\$ 300.00
05/21/2025	Patel, Pritesh	Emails with HSCI re NOI filing; review of comments on creditor listing, emails with SG on same; review of updated HCSI financial statements; update call with counsel re status of materials, KERP.	1.00	\$ 875	\$ 875.00
05/21/2025	Montgomery, Tim	Attend call with CIBC and Company re review of CIM; preparation for same; review of Seventh Report and update accordingly.	5.00	\$ 725	\$ 3,625.00
05/21/2025	Fatima, Tahreem	Update report for explanations on actual vs forecast; update CF section in the report; attend call on CIM review with CIBC and SG.	3.50	\$ 650	\$ 2,275.00
05/21/2025	Mah, Emilia	Review and edit of NOI cover letters.	0.75	\$ 400	\$ 300.00
05/22/2025	Patel, Pritesh	Call with counsel to CRO re demand notice; review of email from Gowlings re SISP, call on same.	2.50	\$ 875	\$ 2,187.50
05/22/2025	Montgomery, Tim	Attend call with CIBC and Company re review of model.	1.00	\$ 725	\$ 725.00

05/22/2025	Fatima, Tahreem	Attend call on CIM and model review with CIBC and SG.	1.00	\$	650	\$	650.00
05/23/2025	Patel, Pritesh	Update call with counsel re outstanding items for June 2 hearing.	1.00	\$	875	\$	875.00
05/23/2025	Montgomery, Tim	Review comments from Osler on the Seventh report and update accordingly.	2.00	\$	725	\$	1,450.00
05/25/2025	Patel, Pritesh	Review of comments from SG team re HCSI sections in Seventh Report; review revised materials from Osler, including revised Seventh Report; review and edits to Seventh Report; emails with Osler team re HCSI NOI materials, status of materials.	3.50	\$	875	\$	3,062.50
05/26/2025	Patel, Pritesh	Review of updated draft of Seventh Report, call with Osler on same; discussions with T.Montgomery re cash flow and status of materials; review and edits to report, finalize and sign for service; calls with CRO re KERP/employee matters; review and comments on CRO Affidavit.	4.00	\$	875	\$	3,500.00
05/26/2025	Montgomery, Tim	Review and finalize Monitor's Seventh Report; call with Osler regarding same; update cash flow appendix to incorporate HCSI entities.	5.50	\$	725	\$	3,987.50
05/26/2025	Fatima, Tahreem	Review and finalize fee affidavit for Monitor's report.	0.50	\$	650	\$	325.00
05/26/2025	Hung, Angelina	Commissioned trustee report on fee affidavit.	0.25	\$	275	\$	68.75
05/26/2025	Lee, Huey	QA Review of Seventh Report.	1.00	\$	875	\$	875.00
05/27/2025	Patel, Pritesh	Review of buyer list from CIBC, CIM disclaimer; comments on same; review and edits to NOI creditor notice; call with CRO re employee, SISP matters; review of emails from counsel to HCSI.	1.75	\$	875	\$	1,531.25
05/27/2025	Montgomery, Tim	Review latest version of the CIM and provide comments; review normalized 2024 R&D analysis and update accordingly; circulate to CIBC for discussion purposes.	4.25	\$	725	\$	3,081.25
05/27/2025	Fatima, Tahreem	Update normalized R&D and discussion with T. Montgomery re: same.	1.25	\$	650	\$	812.50
05/28/2025	Patel, Pritesh	Update call with CIBC re SISP; debrief with CRO on employee matters.	1.00	\$	875	\$	875.00
05/28/2025	Montgomery, Tim	Call with CIBC re 2024 Normalized R&D; call with CIBC, Company and CRO re updated CIM and next steps; emails to Osler re supplemental report.	3.25	\$	725	\$	2,356.25
05/28/2025	Montgomery, Tim	Emails to ██████ re HCSI mailout and creditor queries.	0.25	\$	725	\$	181.25
05/28/2025	Fatima, Tahreem	Call with CIBC on normalization adjustments to forecast; call with CIBC and SG on CIM and model.	2.00	\$	650	\$	1,300.00
05/29/2025	Patel, Pritesh	Review of emails re CIM; review of emails from counsel re HCSI; review of supplemental report; correspondence with HCSI Director.	1.25	\$	875	\$	1,093.75
05/29/2025	Montgomery, Tim	Call with SG re 2024 normalized R&D; update for comments and circulate to CIBC; respond to creditor query re removal of NOSIs; review weekly disbursements and actual vs forecast variance analysis; review supplement to the Monitor's Seventh Report.	3.25	\$	725	\$	2,356.25
05/29/2025	Fatima, Tahreem	Call re CIM and model review; update normalization adjustments; prepare and send variance analysis; review weekly disbursements.	2.00	\$	650	\$	1,300.00
05/29/2025	Mah, Emilia	Prepare weekly variance report.	1.00	\$	400	\$	400.00
05/30/2025	Patel, Pritesh	Review of materials from CIBC, email on same; update call with CRO; review of email re CBC inquiry; call with Osler in advance of June 2 hearing; emails with SG in-house counsel re customer matters.	2.50	\$	875	\$	2,187.50
05/30/2025	Montgomery, Tim	Review factum and provide comments.	1.25	\$	725	\$	906.25
05/31/2025	Patel, Pritesh	Review of draft NDA ██████, comments on same; email to counsel for ██████	0.50	\$	875	\$	437.50
<b>Subtotal</b>			<b>104.50</b>	<b>\$</b>	<b>79,918.75</b>	<b>\$</b>	<b>79,918.75</b>



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

August 6, 2025

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

Invoice : 8006217675  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of June 1 to June 30, 2025.

Our Fee	\$	56,306.25	CAD
Technology and Support Charge		3,941.44	
		<b>\$ 60,247.69</b>	<b>CAD</b>
HST		7,832.20	
		<b>\$ 68,079.89</b>	<b>CAD</b>

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

**Client No.:**  
1005423957

**Invoice No.:**  
8006217675

**Amount:**  
\$68,079.89 CAD

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

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

**Simply Green Home Services Corp.**  
**Professional Fees Summary**  
**For the period of June 1 to June 30, 2025**

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	30.50	26,687.50
Tim Montgomery	Director	\$ 725	29.25	21,206.25
Tahreem Fatima	Sr. Manager	\$ 650	5.25	3,412.50
Emilia Mah	Consultant	\$ 400	12.50	5,000.00
<b>Total Professional Fees</b>			<b>77.50</b>	<b>\$ 56,306.25</b>
<b>Subtotal</b>				<b>\$ 56,306.25</b>
Technology and support charges 7%				3,941.44
<b>Subtotal</b>				<b>\$ 60,247.69</b>
HST				7,832.20
<b>Total Amount Due</b>				<b>\$ 68,079.89</b>

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

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
06/01/2025	Patel, Pritesh	Review and comment on NDA for SISP; email to counsel for SG on same; review of comments and updates for same.	0.75	\$ 875	\$ 656.25
06/02/2025	Patel, Pritesh	Call with CIBC in advance of hearing; prep and attendance for hearing re SISP approval and SARIO; review of materials from CIBC, comments on same; update call with CRO.	3.50	\$ 875	\$ 3,062.50
06/02/2025	Montgomery, Tim	Attend SARIO and SISP approval court hearing; respond to customer queries; attend call on financial model for sales process; review financial model in preparation for same and emails associated with revisions of assumptions	4.50	\$ 725	\$ 3,262.50
06/02/2025	Fatima, Tahreem	Update of actuals monthly reporting with normalizations in relation to the SISP.	0.50	\$ 650	\$ 325.00
06/03/2025	Patel, Pritesh	Update call with CRO re SISP.	0.50	\$ 875	\$ 437.50
06/03/2025	Montgomery, Tim	Review data room; instructions to update website for court materials including SISP and NOI materials.	2.25	\$ 725	\$ 1,631.25
06/03/2025	Mah, Emilia	Review and update of Monitor's website.	1.00	\$ 400	\$ 400.00
06/04/2025	Patel, Pritesh	Various calls/emails with CRO, CIBC re SISP and finalization of materials; review and edits to CIM, email to CIBC on same; update call with CRO re KERP and employee matters.	2.50	\$ 875	\$ 2,187.50
06/04/2025	Montgomery, Tim	Emails with CIBC team re website and SISP procedures; final review of teaser, CIM and data room; review NDA.	3.25	\$ 725	\$ 2,356.25
06/04/2025	Mah, Emilia	Review and update of website.	0.25	\$ 400	\$ 100.00
06/05/2025	Patel, Pritesh	Review of NDAs; emails with CIBC re SISP; update call with CRO on same.	1.00	\$ 875	\$ 875.00
06/05/2025	Montgomery, Tim	Review disbursements and actual vs forecast variance analysis; review latest NDAs and execute; send NDA to Osler for their review and comments.	2.50	\$ 725	\$ 1,812.50
06/05/2025	Mah, Emilia	Prepare weekly variance report.	1.25	\$ 400	\$ 500.00
06/06/2025	Mah, Emilia	Review and update of 2025 normalization schedule.	1.00	\$ 400	\$ 400.00
06/07/2025	Patel, Pritesh	Review of NDAs received from CIBC; email to Osler on same.	0.50	\$ 875	\$ 437.50
06/09/2025	Patel, Pritesh	Calls/emails with Osler re NDA review; update call with CRO; update call with CIBC; call with SG team re data sampling; review of NDA markups and email to Osler on same.	2.50	\$ 875	\$ 2,187.50
06/09/2025	Montgomery, Tim	Call with SG, CRO and Monitor regarding file sampling exercise to support the SISP; review and update 2025 YTD normalized R&D.	1.50	\$ 725	\$ 1,087.50
06/10/2025	Patel, Pritesh	Review of comments on NDAs, correspondence with Osler and CIBC on same.	1.50	\$ 875	\$ 1,312.50
06/10/2025	Montgomery, Tim	Review mark-ups to NDA and provide comments to Osler; review lease data and prepare sample size for KPMG review.	2.50	\$ 725	\$ 1,812.50
06/11/2025	Patel, Pritesh	Review of comments on NDAs, correspondence with Osler and CIBC on same.	1.00	\$ 875	\$ 875.00
06/11/2025	Montgomery, Tim	Review NDAs and emails with Osler and CIBC regarding same.	1.50	\$ 725	\$ 1,087.50
06/11/2025	Fatima, Tahreem	Prepare DIP request and e-mail to PTC on same.	0.50	\$ 650	\$ 325.00
06/11/2025	Mah, Emilia	Prepare weekly variance report.	1.25	\$ 400	\$ 500.00
06/12/2025	Patel, Pritesh	Review and comments on NDAs; emails with CIBC and Osler on same; review of email from SG re NOSI release; update call with CIBC.	1.50	\$ 875	\$ 1,312.50
06/12/2025	Montgomery, Tim	E-mail to E. Mah regarding sampling; review various emails re status NDAs and follow-up re same.	0.75	\$ 725	\$ 543.75
06/12/2025	Fatima, Tahreem	Review and update weekly variance report; send same to PTC; review weekly disbursements and e-mail to SG re same.	1.25	\$ 650	\$ 812.50
06/13/2025	Patel, Pritesh	Review of email from SG re CPA matters; review and edits to NDAs; update call with CRO re SISP.	1.50	\$ 875	\$ 1,312.50
06/13/2025	Montgomery, Tim	Review emails re NDA's and correspondence with Osler and CIBC re same.	0.50	\$ 725	\$ 362.50
06/13/2025	Fatima, Tahreem	Respond to mailbox inquiries on CC and HCSI filings.	0.75	\$ 650	\$ 487.50
06/16/2025	Patel, Pritesh	Emails with CHICC re status of proceedings and claim.	0.25	\$ 875	\$ 218.75
06/16/2025	Montgomery, Tim	Correspondence with CIBC and Osler regarding NDAs.	0.50	\$ 725	\$ 362.50
06/16/2025	Fatima, Tahreem	Respond to mailbox inquiries.	0.50	\$ 650	\$ 325.00

06/16/2025	Mah, Emilia	Review and analysis of contract samples.	0.50	\$	400	\$	200.00
06/17/2025	Patel, Pritesh	Review of comments on NDAs; call with SG and CRO [REDACTED]; update call with CRO; calls/correspondence with CIBC re SISP.	2.50	\$	875	\$	2,187.50
06/17/2025	Montgomery, Tim	Emails with CIBC and Osler re NDAs.	0.75	\$	725	\$	543.75
06/18/2025	Patel, Pritesh	Review of comments on NDAs, correspondence with Osler and CIBC on same.	1.00	\$	875	\$	875.00
06/18/2025	Montgomery, Tim	Emails with CIBC and Osler re NDAs.	0.50	\$	725	\$	362.50
06/18/2025	Mah, Emilia	Review of sample contracts.	2.00	\$	400	\$	800.00
06/19/2025	Patel, Pritesh	Call with CIBC re IRL from interested party; review of NDA markups.	1.25	\$	875	\$	1,093.75
06/19/2025	Fatima, Tahreem	Review weekly disbursements; review weekly variance and prepare e-mail to PTC on same.	1.00	\$	650	\$	650.00
06/19/2025	Mah, Emilia	Weekly variance report; review and analysis of contract samples; e-mail to T. Montgomery regarding contract samples.	2.50	\$	400	\$	1,000.00
06/20/2025	Patel, Pritesh	Attendance on site for meeting with potential bidder; meeting with CIBC and CRO re responses to DD questions; call with SG counsel on same.	2.50	\$	875	\$	2,187.50
06/20/2025	Montgomery, Tim	Discussions with E. Mah re contract sampling, issues identified and next steps.	0.50	\$	725	\$	362.50
06/20/2025	Mah, Emilia	Call with T. Montgomery regarding contract samples; continued review and analysis of contract samples.	1.50	\$	400	\$	600.00
06/23/2025	Patel, Pritesh	Review of NDA comments; discussion with CRO re IRL requests.	0.50	\$	875	\$	437.50
06/23/2025	Montgomery, Tim	Review KPMG sample testing, review draft email and send to company for comments. Review NDAs and emails with Osler and CIBC re same.	2.50	\$	725	\$	1,812.50
06/24/2025	Patel, Pritesh	Call with counsel re CPA matter; review of NDAs, DD info request lists.	1.25	\$	875	\$	1,093.75
06/24/2025	Montgomery, Tim	Emails with CIBC and Osler regarding NDAs.	1.50	\$	725	\$	1,087.50
06/25/2025	Patel, Pritesh	Review of comments on NDAs, correspondence with Osler and CIBC on same; call with CIBC re IRL items; review of emails, calls with CRO on same.	2.25	\$	875	\$	1,968.75
06/25/2025	Montgomery, Tim	Emails with CIBC and Osler re NDAs.	1.25	\$	725	\$	906.25
06/26/2025	Patel, Pritesh	Update call with CRO; update call with CIBC; review of IRLs; review of NDA comments.	1.00	\$	875	\$	875.00
06/26/2025	Montgomery, Tim	Emails with CIBC and Osler re NDAs; review disbursements and actual vs forecast variance analysis.	1.00	\$	725	\$	725.00
06/26/2025	Fatima, Tahreem	Review weekly disbursements; review weekly variance and prepare e-mail to PTC on same.	0.75	\$	650	\$	487.50
06/26/2025	Mah, Emilia	Prepare weekly cash flow variance report.	1.25	\$	400	\$	500.00
06/27/2025	Patel, Pritesh	Review of IRL responses; call with CIBC; call with Osler.	0.75	\$	875	\$	656.25
06/27/2025	Montgomery, Tim	Review 2024 R&D normalizations with CIBC; emails with CIBC and Osler re NDAs.	1.50	\$	725	\$	1,087.50
06/30/2025	Patel, Pritesh	Review of NDA comments; emails with Osler on same.	0.50	\$	875	\$	437.50
<b>Subtotal</b>			<b>77.50</b>	<b>\$</b>	<b>56,306.25</b>		



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

August 18, 2025

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

Invoice : 8006236339  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

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

Our Fee	\$	58,281.25	CAD
Technology and Support Charge		4,079.69	
	\$	<b>62,360.94</b>	CAD
HST		8,106.92	
Amount Due	\$	<b>70,467.86</b>	CAD

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

**Client No.:**  
1005423957

**Invoice No.:**  
8006236339

**Amount:**  
\$70,467.86 CAD

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

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



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

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	38.75	33,906.25
Tim Montgomery	Director	\$ 725	23.50	17,037.50
Tahreem Fatima	Sr. Manager	\$ 650	5.75	3,737.50
Emilia Mah	Consultant	\$ 400	9.00	3,600.00
<b>Total Professional Fees</b>			<b>77.00</b>	<b>\$ 58,281.25</b>
<b>Subtotal</b>				<b>\$ 58,281.25</b>
Technology and support charges				4,079.69
<b>Subtotal</b>				<b>\$ 62,360.94</b>
HST				8,106.92
<b>Total Amount Due</b>				<b>\$ 70,467.86</b>



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

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
07/02/2025	Patel, Pritesh	Email with CIBC re DD responses; review of info from SG and Osler on same.	0.75	\$ 875	\$ 656.25
07/03/2025	Patel, Pritesh	Update call with PTC re SISP.	0.50	\$ 875	\$ 437.50
07/03/2025	Montgomery, Tim	Review and send emails from / to Osler and CIBC re NDAs.	1.50	\$ 725	\$ 1,087.50
07/03/2025	Fatima, Tahreem	Review variance analysis and prepare e-mail to PTC on same; review weekly disbursements.	1.00	\$ 650	\$ 650.00
07/03/2025	Mah, Emilia	Prepare weekly variance report.	1.25	\$ 400	\$ 500.00
07/04/2025	Patel, Pritesh	Review of IRL responses; call with CIBC; update calls with CRO.	1.25	\$ 875	\$ 1,093.75
07/04/2025	Montgomery, Tim	Review and send emails from / to Osler and CIBC re NDAs.	1.75	\$ 725	\$ 1,268.75
07/07/2025	Patel, Pritesh	Calls with CIBC re SISP update; call with CRO on same; review of NDA markups; call with CIBC re model update.	2.00	\$ 875	\$ 1,750.00
07/07/2025	Montgomery, Tim	Review NDA's and emails with CIBC and Osler regarding same.	1.50	\$ 725	\$ 1,087.50
07/08/2025	Patel, Pritesh	Calls with CIBC re SISP update, responses from potential bidders; call with Osler on same; review of emails from CIBC re diligence questions.	1.50	\$ 875	\$ 1,312.50
07/08/2025	Montgomery, Tim	Review payroll disbursement request.	0.50	\$ 725	\$ 362.50
07/09/2025	Patel, Pritesh	Emails with CIBC re SISP; call with CRO re phase 1 extension request; call with Osler on same; call with CIBC on same; review of DD responses.	2.25	\$ 875	\$ 1,968.75
07/09/2025	Montgomery, Tim	Review Phase II diligence list and provide comments on normalized R&D; emails with CIBC and Osler re NDAs.	1.00	\$ 725	\$ 725.00
07/09/2025	Mah, Emilia	Prepare weekly variance report.	1.25	\$ 400	\$ 500.00
07/10/2025	Patel, Pritesh	Calls/emails with CIBC, CRO re SISP updates; review of emails from potential bidders re LOI.	1.50	\$ 875	\$ 1,312.50
07/10/2025	Montgomery, Tim	Review latest disbursements and actual vs forecast variance analysis; emails with CIBC and Osler regarding NDAs.	2.50	\$ 725	\$ 1,812.50
07/10/2025	Fatima, Tahreem	Review weekly variance analysis against actuals and prepare e-mail to PTC; review weekly disbursements.	1.00	\$ 650	\$ 650.00
07/11/2025	Patel, Pritesh	Calls with CIBC, CRO re SISP updates; review of emails on same; review of LOIs; call with CRO and CIBC on bids received.	3.00	\$ 875	\$ 2,625.00
07/12/2025	Patel, Pritesh	Review of LOIs received; call with CIBC and CRO to discuss same.	2.50	\$ 875	\$ 2,187.50
07/13/2025	Patel, Pritesh	Review of summary from CIBC; call with PTC re LOIs received and next steps.	1.00	\$ 875	\$ 875.00
07/14/2025	Patel, Pritesh	Calls with CIBC re SISP update; call with CRO on same; review of NDA markups; call with CIBC re model update.	1.50	\$ 875	\$ 1,312.50
07/14/2025	Montgomery, Tim	Review NDAs and emails with CIBC and Osler regarding same.	1.25	\$ 725	\$ 906.25
07/14/2025	Mah, Emilia	Prepare normalized R&D for previous month.	1.50	\$ 400	\$ 600.00
07/15/2025	Patel, Pritesh	Call with CIBC, SG and CRO to review phase 2 DD list; calls with CIBC re SISP updates; emails with PTC [REDACTED]; update call with Osler.	2.50	\$ 875	\$ 2,187.50
07/15/2025	Montgomery, Tim	Call with CIBC and SG re phase two deadline and timing of information regarding same; review NDA's and emails with CIBC and Osler regarding same.	2.50	\$ 725	\$ 1,812.50
07/15/2025	Mah, Emilia	Continue preparing normalized R&D.	1.00	\$ 400	\$ 400.00
07/16/2025	Patel, Pritesh	Calls with CIBC, CRO re SISP; update call with Osler and T. Montgomery re LOIs and next steps.	1.50	\$ 875	\$ 1,312.50

07/16/2025	Montgomery, Tim	Call with Osler and P. Patel re phase one non-binding LOIs; review YTD June normalized R&D and e-mail to E. Mah on same; review NDA's and emails with CIBC and Osler regarding same; review latest credit card statement and approve disbursement re same.	3.00	\$	725	\$	2,175.00
07/17/2025	Patel, Pritesh	Calls with CIBC re bidder calls; update call with CRO; review of revised LOI; call with SG, CIBC, CRO re phase 2 DD status.	2.00	\$	875	\$	1,750.00
07/17/2025	Montgomery, Tim	Review weekly disbursements and actual vs forecast variance analysis; review NDA's and emails with CIBC and Osler regarding same.	2.50	\$	725	\$	1,812.50
07/17/2025	Fatima, Tahreem	Review weekly disbursements; review weekly variance report and prepare e-mail to PTC.	1.00	\$	650	\$	650.00
07/17/2025	Mah, Emilia	Prepare weekly variance report.	1.25	\$	400	\$	500.00
07/18/2025	Patel, Pritesh	Sending notifications to LOI parties re next steps; update calls with CIBC, CRO; review of DD requests.	2.50	\$	875	\$	2,187.50
07/18/2025	Montgomery, Tim	Review NDAs and emails with Osler and CIBC re same.	0.75	\$	725	\$	543.75
07/19/2025	Patel, Pritesh	Update call with Osler re SISP; follow-up calls with CRO, CIBC on same.	0.50	\$	875	\$	437.50
07/20/2025	Patel, Pritesh	Review of summary from CIBC; call with PTC re LOIs received and next steps.	1.00	\$	875	\$	875.00
07/21/2025	Patel, Pritesh	Update call with Osler and Gowlings re SISP; review of comments on NDA.	0.75	\$	875	\$	656.25
07/22/2025	Patel, Pritesh	Call with counsel to interested party re SISP; review of markup re NDA; update call with CRO.	1.75	\$	875	\$	1,531.25
07/22/2025	Fatima, Tahreem	Review of bi-weekly payroll; prepare DIP draw request and send e-mail to SG on same.	0.75	\$	650	\$	487.50
07/23/2025	Patel, Pritesh	Update calls with CRO re SISP, status of DD; emails with interested parties re SISP questions.	1.00	\$	875	\$	875.00
07/24/2025	Patel, Pritesh	Update call with Osler; update calls with CRO re SISP; update call with PTC.	2.00	\$	875	\$	1,750.00
07/24/2025	Fatima, Tahreem	Review weekly disbursements; review weekly variance report and prepare e-mail to PTC.	1.00	\$	650	\$	650.00
07/24/2025	Mah, Emilia	Prepare weekly cash flow variance.	1.50	\$	400	\$	600.00
07/28/2025	Patel, Pritesh	Review of emails re model updates, responses to DD requests.	0.50	\$	875	\$	437.50
07/29/2025	Patel, Pritesh	Call with potential bidder re SISP process; update call with HCSI Director re SISP; review of email from Koskie re Sinopolis action; call with SG general counsel; update call with CRO re SISP; update call with CIBC.	3.00	\$	875	\$	2,625.00
07/29/2025	Montgomery, Tim	Review correspondence re Crown Crest litigation, emails with ██████████ regarding same; emails with Osler regarding same.	1.50	\$	725	\$	1,087.50
07/30/2025	Patel, Pritesh	Call with SG customer re NOSI; emails with Osler re Koskie Minsky email; review of email from SG re DD requests.	1.00	\$	875	\$	875.00
07/31/2025	Patel, Pritesh	Attendance on DD call with CIBC and SG teams.	1.00	\$	875	\$	875.00
07/31/2025	Montgomery, Tim	Attend SISP data room call; review weekly disbursements; review actual vs variance cash flow reporting.	3.25	\$	725	\$	2,356.25
07/31/2025	Fatima, Tahreem	Review weekly variance analysis and prepare email to PTC; review weekly disbursements.	1.00	\$	650	\$	650.00
07/31/2025	Mah, Emilia	Prepare weekly cashflow variance analysis.	1.25	\$	400	\$	500.00
<b>Subtotal</b>			<b>77.00</b>	<b>\$</b>	<b>58,281.25</b>		



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

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

October 6, 2025

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

Invoice : 8006322253  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

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

Our Fee	\$	24,781.25 CAD
Technology and Support Charge		1,734.69
		\$ 26,515.94 CAD
HST		3,447.07
		\$ 29,963.01 CAD

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

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

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

**Invoice No:** 8006322253    **Reference:** 2002036364    **Client:** 1005423957    **Amount:** \$ 29,963.01 CAD

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

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	13.50	11,812.50
Tim Montgomery	Director	\$ 725	10.75	7,793.75
Tahreem Fatima	Sr. Manager	\$ 650	5.50	3,575.00
Emilia Mah	Consultant	\$ 400	4.00	1,600.00
<b>Total Professional Fees</b>			<b>33.75</b>	<b>\$ 24,781.25</b>
Technology and support charges				1,734.69
<b>Subtotal</b>				<b>\$ 26,515.94</b>
HST				3,447.07
<b>Total Amount Due</b>				<b>\$ 29,963.01</b>

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

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
08/01/2025	Patel, Pritesh	Review of LOI received, call with CIBC on same; emails with CIBC re DD requests; update call with Osler; update call with CRO re DD requests.	2.00	\$ 875	\$ 1,750.00
08/05/2025	Fatima, Tahreem	Prepare DIP draw request; review biweekly payroll disbursement.	1.00	\$ 650	\$ 650.00
08/05/2025	Patel, Pritesh	Update call with CIBC and CRO; attendance on DD status call with SG team.	1.50	\$ 875	\$ 1,312.50
08/06/2025	Montgomery, Tim	Emails with CIBC re NDA's.	0.50	\$ 725	\$ 362.50
08/06/2025	Patel, Pritesh	Review of emails re DD questions; review of DD questions re CLA, call with Osler on same.	1.25	\$ 875	\$ 1,093.75
08/07/2025	Fatima, Tahreem	Review weekly disbursements; review weekly variance analysis and e-mail to PTC on same.	1.25	\$ 650	\$ 812.50
08/07/2025	Mah, Emilia	Weekly variance analysis and normalization analysis update.	2.50	\$ 400	\$ 1,000.00
08/07/2025	Montgomery, Tim	Attend update call on status of round two diligence requests.	0.50	\$ 725	\$ 362.50
08/07/2025	Patel, Pritesh	Update call with PTC; call with counsel to PTC re CLAs; update call with CRO re SISP.	1.00	\$ 875	\$ 875.00
08/08/2025	Montgomery, Tim	Respond to queries from SG in relation to o/s information requests from a bidder; review YTD July 2025 normalized R&D and provide to SG for comments.	2.25	\$ 725	\$ 1,631.25
08/08/2025	Patel, Pritesh	Review of DD responses from T.Montgomery; update call with CIBC, CRO re tax DD questions.	1.00	\$ 875	\$ 875.00
08/11/2025	Patel, Pritesh	Review of email from Gowlings re CLAs; call with Osler on same; emails with HCSI re corporate status; review of emails re DD responses.	1.50	\$ 875	\$ 1,312.50
08/12/2025	Montgomery, Tim	Attend update call on SISP phase 2 data room information and diligence questions.	0.50	\$ 725	\$ 362.50
08/12/2025	Patel, Pritesh	Attendance on bidder DD call; debrief with SG and CIBC teams on same.	2.00	\$ 875	\$ 1,750.00
08/13/2025	Montgomery, Tim	Follow-up with Company on the YTD July normalized R&D; final review and send to CIBC for uploading; review CIBC requests regarding CLA agreements and upload to data room.	1.50	\$ 725	\$ 1,087.50
08/13/2025	Patel, Pritesh	Update call with CRO and SG re DD requests; review of emails from CIBC on same; review of draft DD response from Osler re CLA, comments on same.	1.75	\$ 875	\$ 1,531.25
08/14/2025	Fatima, Tahreem	Review weekly variance analysis; prepare e-mail to PTC on same; review weekly disbursements.	1.00	\$ 650	\$ 650.00
08/14/2025	Montgomery, Tim	Attend update call on SISP phase 2 data room information and diligence questions.	0.50	\$ 725	\$ 362.50
08/14/2025	Patel, Pritesh	Review of emails re DD responses; update call with CIBC; status call with SG and CIBC; emails with counsel to HCSI, SG re corporate filings.	1.50	\$ 875	\$ 1,312.50
08/18/2025	Montgomery, Tim	Respond to various diligence requests from SG and CIBC; coordinate with Osler re same.	0.75	\$ 725	\$ 543.75
08/19/2025	Montgomery, Tim	Attend bi-weekly call re phase 2 diligence; review one-off disbursements re credit card.	1.00	\$ 725	\$ 725.00
08/20/2025	Montgomery, Tim	Draft responses to individual bidders due diligence requests; emails with Osler re [REDACTED]	0.75	\$ 725	\$ 543.75
08/21/2025	Fatima, Tahreem	Prepare DIP draw request and send to PTC; review weekly variance analysis and send e-mail to PTC on same.	1.25	\$ 650	\$ 812.50
08/21/2025	Montgomery, Tim	Respond to queries from Osler as it relates to [REDACTED]; respond to diligence requests to SG.	1.00	\$ 725	\$ 725.00
08/22/2025	Montgomery, Tim	Review updated version of the APA and send to CIBC for uploading into the data room.	1.50	\$ 725	\$ 1,087.50
08/26/2025	Mah, Emilia	Prepare weekly variance analysis.	1.50	\$ 400	\$ 600.00
08/27/2025	Fatima, Tahreem	Review weekly variance report and prepare e-mail to PTC. Review weekly disbursements.	1.00	\$ 650	\$ 650.00
<b>Subtotal</b>			<b>33.75</b>	<b>\$</b>	<b>24,781.25</b>



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

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

October 28, 2025

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

Consolidated Invoice : 7000541006  
 Reference : 2002036364  
 Client : 1005423957  
 Contact : Pritesh Patel  
 Telephone : (416) 468-7923  
 Email : pritpatel@kpmg.ca

Professional fees for KPMG Inc. In reference to Simply Green Home Services Inc. for the period of September 1 to September 30, 2025.		
	Our Fee	\$ 98,732.50 CAD
	Technology and Support Charge	6,911.28
		<hr/>
		\$ <b>105,643.78</b> CAD
	HST	13,733.69
		<hr/>
	Amount Due	<b>\$ 119,377.47</b> CAD
		<hr/> <hr/>

Payment is due upon receipt

GST/HST Number 12236 3153 RT0001 QST Registration 1023774310 TQ0001

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

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

**Invoice No:** 7000541006    **Reference:** 2002036364    **Client:** 1005423957    **Amount:** \$ 119,377.47    CAD

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

<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Fee (\$)</b>
Pritesh Patel	Partner	\$ 875	33.25	29,093.75
Tim Montgomery	Director	\$ 725	14.95	10,838.75
Tahreem Fatima	Sr. Manager	\$ 650	3.75	2,437.50
Josh Snook	Analyst	\$ 225	22.50	5,062.50
Emilia Mah	Consultant	\$ 400	27.00	10,800.00
Alfred Fang	Analyst	\$ 225	22.50	5,062.50
Ethan Graham	Analyst	\$ 225	22.50	5,062.50
Eleni Mirenz	Analyst	\$ 225	22.50	5,062.50
Elizabeth Peddle	Analyst	\$ 225	22.50	5,062.50
Matthew Pileggi	Analyst	\$ 225	22.50	5,062.50
Joel Pottruff	Analyst	\$ 225	22.50	5,062.50
Aravind Raveenkumar	Analyst	\$ 225	22.50	5,062.50
Nirushana Suthakaran	Analyst	\$ 225	22.50	5,062.50
<b>Total Professional Fees</b>			<b>281.45</b>	<b>\$ 98,732.50</b>
Technology and support charges				6,911.28
<b>Subtotal</b>				<b>\$ 105,643.78</b>
HST				13,733.69
<b>Total Amount Due</b>				<b>\$ 119,377.47</b>

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

Work Date	Name	Time Narrative	Hours	Rate	Fee (\$)
09/02/2025	Montgomery, Tim	Review bi-weekly payroll; attend weekly status call on SISP.	1.00	\$ 725	\$ 725.00
09/03/2025	Montgomery, Tim	Emails and a call with Osler regarding [REDACTED].	0.50	\$ 725	\$ 362.50
09/03/2025	Patel, Pritesh	Review of emails re Competition matters; call with counsel to [REDACTED] on same; update call with CIBC.	1.00	\$ 875	\$ 875.00
09/04/2025	Mah, Emilia	Prepare weekly variance analysis.	1.50	\$ 400	\$ 600.00
09/04/2025	Montgomery, Tim	Review latest disbursements and weekly actual vs variance cash flow reporting.	1.50	\$ 725	\$ 1,087.50
09/04/2025	Patel, Pritesh	Update call with HCSI director re status for SISP.	0.25	\$ 875	\$ 218.75
09/05/2025	Patel, Pritesh	Update call with CIBC re status of DD requests and next steps; update call with CRO; review of DD emails.	1.00	\$ 875	\$ 875.00
09/08/2025	Mah, Emilia	Prepare monthly normalization analysis.	1.50	\$ 400	\$ 600.00
09/08/2025	Patel, Pritesh	Update call with CRO re DD items, assistance with same; review of email from HCSI director [REDACTED]	1.00	\$ 875	\$ 875.00
09/09/2025	Montgomery, Tim	Attend sales process update call with CIBC and company; review and update normalized R&D, send to company for review of same.	1.25	\$ 725	\$ 906.25
09/09/2025	Patel, Pritesh	Emails with SG/CRO re coordination of contract review; review of DD emails; update call with CRO re SISP.	1.00	\$ 875	\$ 875.00
09/10/2025	Fang, Alfred	Leasing contracts review against checklist.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Graham, Ethan	Worked on site to assist with file cleanup and auditing files.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Mah, Emilia	Prepare weekly variance analysis.	1.50	\$ 400	\$ 600.00
09/10/2025	Mah, Emilia	Download and review numerous lease and other contracts at client site.	7.50	\$ 400	\$ 3,000.00
09/10/2025	Mirenzi, Eleni	Review of contracts at client site.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Montgomery, Tim	Review actual vs forecast variance analysis and provide comments re same.	0.50	\$ 725	\$ 362.50
09/10/2025	Patel, Pritesh	Attendance at SG office for contract review assignment; update call with CRO on same.	2.00	\$ 875	\$ 1,750.00
09/10/2025	Peddle, Elizabeth	Leasing contracts and other contracts review onsite.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Pileggi, Matthew	Contracts and lease review at client site; cross-checking same to checklist.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Pottruff, Joel	Review of leasing and other contracts at the SG offices.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Raveenkumar, Aravind	Contracts review at SG offices.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Snook, Josh	Contract review, lease review, assignment of contract review and audit of scanned documents within the leasing system to a due diligence checklist to assess the completeness of individual lessees' equipment.	7.50	\$ 225	\$ 1,687.50
09/10/2025	Suthakaran, Nirushana	Review of various SG contracts at client site.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Fang, Alfred	Leasing contracts review against checklist.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Graham, Ethan	Worked on site to assist with file cleanup and auditing files.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Mah, Emilia	Download and review numerous lease and other contracts at client site.	7.50	\$ 400	\$ 3,000.00
09/11/2025	Mirenzi, Eleni	Continued review of contracts at client site.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Montgomery, Tim	Review latest disbursements and provide comments to company re same.	0.50	\$ 725	\$ 362.50
09/11/2025	Patel, Pritesh	Review of DD emails from CIBC; call with CRO on same; call with bidder advisors re [REDACTED]; debrief calls with CIBC, CRO on same; update call with PTC re SISP; review of information responsive to DD questions; emails with Osler DD responses [REDACTED]	3.50	\$ 875	\$ 3,062.50
09/11/2025	Peddle, Elizabeth	Leasing contracts and other contracts review onsite.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Pileggi, Matthew	Continued contracts and lease review at client site; cross-checking same to checklist.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Pottruff, Joel	Continued review of leasing and other contracts at the SG offices.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Raveenkumar, Aravind	Contracts review at SG offices.	7.50	\$ 225	\$ 1,687.50
09/11/2025	Snook, Josh	Continued contract review, lease review, assignment of contract review and audit of scanned documents within the leasing system to a due diligence checklist to assess the completeness of individual lessees' equipment.	7.50	\$ 225	\$ 1,687.50

09/11/2025	Suthakaran, Nirushana	Review of various SG contracts at client site.	7.50	\$	225	\$	1,687.50
09/12/2025	Fang, Alfred	Leasing contracts review against checklist.	7.50	\$	225	\$	1,687.50
09/12/2025	Graham, Ethan	Worked on site to assist with file cleanup and auditing files.	7.50	\$	225	\$	1,687.50
09/12/2025	Mah, Emilia	Download and review numerous lease and other contracts at client site.	7.50	\$	400	\$	3,000.00
09/12/2025	Mirenzi, Eleni	Continued review of contracts at client site.	7.50	\$	225	\$	1,687.50
09/12/2025	Patel, Pritesh	Update call with SG inhouse counsel re DD responses; discussion with CRO on same; emails with SG team on same.	1.00	\$	875	\$	875.00
09/12/2025	Peddle, Elizabeth	Leasing contracts and other contracts review onsite.	7.50	\$	225	\$	1,687.50
09/12/2025	Pileggi, Matthew	Continued contracts and lease review at client site; cross-checking same to checklist.	7.50	\$	225	\$	1,687.50
09/12/2025	Potruff, Joel	Continued review of leasing and other contracts at the SG offices.	7.50	\$	225	\$	1,687.50
09/12/2025	Raveenkumar, Aravind	Contracts review at SG offices.	7.50	\$	225	\$	1,687.50
09/12/2025	Snook, Josh	Continued contract review, lease review, assignment of contract review and audit of scanned documents within the leasing system to a due diligence checklist to assess the completeness of individual lessees' equipment.	7.50	\$	225	\$	1,687.50
09/12/2025	Suthakaran, Nirushana	Review of various SG contracts at client site.	7.50	\$	225	\$	1,687.50
09/15/2025	Fatima, Tahreem	Review mailbox inquiries and send responses to same.	0.50	\$	650	\$	325.00
09/15/2025	Patel, Pritesh	Emails with CIBC team.	1.00	\$	875	\$	875.00
09/16/2025	Montgomery, Tim	Finalize August YTD normalized R&D and send to CIBC to upload in data room; emails with in-house legal counsel re o/s HCSI litigation.	0.75	\$	725	\$	543.75
09/16/2025	Patel, Pritesh	Emails with SG team re [REDACTED], call on same; update call with CIBC.	1.00	\$	875	\$	875.00
09/17/2025	Montgomery, Tim	Call with Osler re post closing administration and impact on SISP.	0.50	\$	725	\$	362.50
09/18/2025	Fatima, Tahreem	Prepare weekly variance analysis and e-mail to PTC; review weekly disbursements.	1.50	\$	650	\$	975.00
09/18/2025	Montgomery, Tim	Queries to company re [REDACTED] review disbursements and actual vs forecast variance analysis.	1.50	\$	725	\$	1,087.50
09/18/2025	Patel, Pritesh	Responding to various [REDACTED]; update call with PTC; call with SG/CIBC team re status of DD responses; update call with HCSI director; call with Osler re [REDACTED].	3.25	\$	875	\$	2,843.75
09/19/2025	Patel, Pritesh	Review of DD emails; draft email to bidders re phase 2 deadline; call with CRO on same; update call with CIBC.	1.50	\$	875	\$	1,312.50
09/22/2025	Fatima, Tahreem	Prepare and send SG's DIP draw request to PTC.	0.50	\$	650	\$	325.00
09/22/2025	Patel, Pritesh	Update call with CRO re SISP; call with CIBC team on same; follow-up call with CIBC re DD questions; call with bidder re bid process.	1.75	\$	875	\$	1,531.25
09/23/2025	Patel, Pritesh	Update call with CRO; call with interested party re bid process; discussion with KPMG team re bid deposits.	1.25	\$	875	\$	1,093.75
09/24/2025	Patel, Pritesh	Calls/emails with counsel re bidder request; calls with CRO, CIBC on same; update call with PTC; emails to phase 2 bidders re extension of bid deadline; review of bid received; emails with counsel to bidder on same.	4.50	\$	875	\$	3,937.50
09/25/2025	Fatima, Tahreem	Prepare weekly variance analysis and e-mail to PTC on same; review weekly disbursements.	1.25	\$	650	\$	812.50
09/25/2025	Montgomery, Tim	Review latest disbursements and actual vs forecast variance analysis; follow up with [REDACTED] re [REDACTED] and report internally.	1.75	\$	725	\$	1,268.75
09/25/2025	Patel, Pritesh	Update calls with CRO, CIBC re SISP; emails with bidder [REDACTED].	0.75	\$	875	\$	656.25
09/26/2025	Montgomery, Tim	Discussion with P. Patel re status of SISP	0.20	\$	725	\$	145.00
09/29/2025	Montgomery, Tim	Review bidder offer letter and blackline APA; [REDACTED] and discussions with P. Patel regarding same.	3.50	\$	725	\$	2,537.50
09/29/2025	Patel, Pritesh	Review of bids received; update call with CRO on same; call with CIBC/CRO re bids and next steps; update call with Osler on same.	3.00	\$	875	\$	2,625.00
09/30/2025	Montgomery, Tim	Call with CIBC, CRO and KPMG re [REDACTED], Bidder bid and next steps; gather professional fee analysis for SG [REDACTED].	1.50	\$	725	\$	1,087.50
09/30/2025	Patel, Pritesh	Review of [REDACTED]; update call with CIBC/CRO re same; calls with CRO re bids; call with PTC to review [REDACTED]; call with Osler on same; follow-up call with Gowlings/Osler.	4.50	\$	875	\$	3,937.50
<b>Subtotal</b>			<b>281.45</b>	<b>\$</b>	<b>98,732.50</b>	<b>\$</b>	<b>98,732.50</b>

This is Exhibit "C" referred to in the Affidavit of  
Pritesh Patel, sworn before me on  
November 3, 2025

*Angelina Hung*

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Commissioner for Taking Affidavits, etc.

Angelina Hung,  
a Commissioner, etc.,  
Province of Ontario, for KPMG Inc.  
Expires January 4, 2029

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

**Exhibit C**

<b>Staff member</b>	<b>Number of hours</b>	<b>Hourly rate</b>	<b>Amount</b>
<b>Senior Vice President</b>			
Pritesh Patel	167.00	\$ 875.00	\$ 146,125.00
Huey Lee	1.00	\$ 875.00	\$ 875.00
<b>Director</b>			
Tim Montgomery	109.45	\$ 725.00	\$ 79,351.25
<b>Sr. Manager</b>			
Tahreem Fatima	33.75	\$ 650.00	\$ 21,937.50
<b>Consultant</b>			
Emilia Mah	60.25	\$ 400.00	\$ 24,100.00
<b>Technician</b>			
Angelina Hung	0.25	\$ 275.00	\$ 68.75
<b>Analyst</b>			
Josh Snook	22.50	\$ 225.00	\$ 5,062.50
Alfred Fang	22.50	\$ 225.00	\$ 5,062.50
Ethan Graham	22.50	\$ 225.00	\$ 5,062.50
Eleni Mirenz	22.50	\$ 225.00	\$ 5,062.50
Elizabeth Peddle	22.50	\$ 225.00	\$ 5,062.50
Matthew Pileggi	22.50	\$ 225.00	\$ 5,062.50
Joel Pottruff	22.50	\$ 225.00	\$ 5,062.50
Aravind Raveenkumar	22.50	\$ 225.00	\$ 5,062.50
Nirushana Suthakaran	22.50	\$ 225.00	\$ 5,062.50
<b>Total</b>	<b>574.2</b>		<b>\$ 318,020.00</b>
<b>Blended average hourly rate:</b>		<b>\$ 553.85</b>	

# **Appendix “E”**

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CROWN CREST CAPITAL MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP., CROWN CREST CAPITAL TRUST, HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2 INC.**

**PEOPLES TRUST COMPANY**

**Applicant**

- and -

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

**Respondents**

**AFFIDAVIT OF MARTINO CALVARUSO  
(sworn November 3, 2025)**

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

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

Crown Crest Capital Trust, HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (collectively, the “**Respondents**”) in their proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**” and the related proceedings, the “**CCAA Proceedings**”) pursuant to the Order granted on June 2, 2025 (the “**Second Amended and Restated Initial Order**”) by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and where so stated I verily believe it to be true.

2. This affidavit is made in support of a motion to be heard on November 10, 2025, by the Monitor for an Order seeking, among other things, approval of the fees and disbursements of Osler in its capacity as legal counsel for the Monitor for the period from May 1, 2025, to September 30, 2025 (the “**Approval Period**”).

3. Pursuant to paragraph 30 of the Second Amended and Restated Initial Order, the Monitor and its legal counsel are to be paid their reasonable fees and disbursements, in each case, at their standard rates and charges, by the Respondents as part of the costs of the CCAA Proceedings. Pursuant to paragraph 31 of the Second Amended and Restated Initial Order, the Monitor and its legal counsel are required to pass their accounts from time to time, and for that purpose, the accounts of the Monitor and its legal counsel are referred to the Court.

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

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

the Approval Period totaling \$679,607.70 comprising of fees of \$600,581.00 (including fixed fees), disbursements of \$876.25 and taxes of \$78,150.45. All amounts billed were at Osler's standard rates and charges.

6. Attached hereto as **Exhibit "C"** is a schedule summarizing the respective years of call and billing rates of each of the professionals at Osler that rendered services to the Monitor, the hours worked by each such individual and a blended hourly rate for fees incurred during the Approval Period. As shown in the summary, Osler incurred a total of 617.10 hours in connection with this matter during the Approval Period at an average hourly rate of \$969.76.

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

**SWORN BEFORE ME** by video conference this 3<sup>rd</sup> day of November, 2025, the affiant being located in the City of New York, in the State of New York and the commissioner being located in the City of Toronto, in the Province of Ontario, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



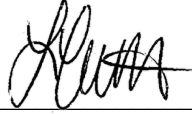
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*Commissioner for Taking Affidavits*  
Laura Culleton

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**MARTINO CALVARUSO**

This is Exhibit "A" referred to in the Affidavit of Martino Calvaruso, sworn at the City of Toronto, in the Province of Ontario, before me on November 3, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to be 'R. L. M.', written above a horizontal line.

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A Commissioner for Taking Affidavits

**EXHIBIT A**

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



## Invoice Issued in Canadian Dollars

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

Attention: Pritesh Patel  
Partner

Invoice No.: 13029580  
Date: June 27, 2025  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

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

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

OUR FEE HEREIN	285,809.00
REIMBURSABLE EXPENSES	268.05
HST @ 13%	37,190.02
<b>TOTAL (CAD):</b>	<b>323,267.07</b>

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



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



### REMITTANCE ADVICE

#### Canadian Dollars EFT and Wire Payments:

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

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

#### Cheque Payments:

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

Please return remittance advice(s) with cheque.

Invoice No.: 13029580  
Payor ID: 200703  
Amount: 323,267.07 CAD

## FEE SUMMARY

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	45.10	1,250	56,375.00
Shawn T. Irving	81.30	1,200	97,560.00
Sean Stidwill	8.50	960	8,160.00
Marc Wasserman	3.50	1,650	5,775.00
<u>ASSOCIATE</u>			
Marleigh Dick	81.50	810	66,015.00
Albina Mamonkina	17.80	630	11,214.00
Adam Margeson	46.30	810	37,503.00
<u>PARAPROFESSIONAL</u>			
Kevin MacEachern	1.50	325	487.50
Khrystal Mittoo-Thomas	3.50	345	1,207.50
Eugene L. Williams	0.70	300	210.00
<u>CORPORATE SEARCHES FIXED FEES</u>			
Corporate Searches by Eugene L. Williams			1,134.00
Corporate Searches by Elizabeth E. Buchanan			168.00
<b>TOTAL FEES (CAD):</b>	<b>289.70</b>		<b>285,809.00</b>

## FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
May-01-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.40
May-01-25	Marleigh Dick	Reviewing release with respect to personal injury action; revising Seventh Report.	0.80
May-01-25	Shawn T. Irving	Attending to correspondence with A. Mamonkina regarding [REDACTED] reviewing and providing comments on draft release for Switzer action;	0.70
May-01-25	Albina Mamonkina	Communicating internally; reviewing [REDACTED]	0.80
May-02-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.40
May-02-25	Marleigh Dick	Revising release for personal injury claim and attending to related correspondence; revising Seventh Report of the Monitor for upcoming motion; corresponding with S. Irving and M. Calvaruso regarding [REDACTED]; attending to follow-up tasks.	2.30

May-02-25	Shawn T. Irving	Correspondence with class counsel regarding proposed NDA; reviewing draft release for Chapin litigation; providing comments on same; discussions with M. Dick and P. Patel regarding same.	1.20
May-02-25	Albina Mamonkina	Attending to correspondence; reviewing updated PPSA searches.	0.30
May-02-25	Corporate Searches by Eugene L. Williams	Receiving instructions from M. Dick; conducting a corporate and electronic Personal Property Security Act search against Home Corp Services Inc., HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. and reporting thereon.	
May-04-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.50
May-04-25	Marleigh Dick	Revising Seventh Report of the Monitor.	1.50
May-04-25	Shawn T. Irving	Considering strategy for [REDACTED] various correspondence with M. Calvaruso and M. Dick regarding same; correspondence with P. Patel regarding same.	1.10
May-05-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting; attending on status meeting with client; considering [REDACTED] and next steps; reviewing revised draft second amended and restated initial order and considering same.	5.50
May-05-25	Marleigh Dick	Attending meetings with M. Wasserman, S. Irving, M. Calvaruso and P. Patel regarding upcoming motion; revising orders for upcoming motion.	3.00
May-05-25	Shawn T. Irving	Attending call with M. Calvaruso and M. Dick to discuss draft Orders and [REDACTED]; attending call with KPMG to discuss same; call to discuss NOI issues; considering same; call with M. Calvaruso to discuss conversion and consolidation issues.	2.50
May-05-25	Albina Mamonkina	Attending to correspondence; reviewing updated PPSA searches; updating service list.	1.90
May-06-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting; attending on status meeting with client; reviewing revised draft second amended and restated initial order and considering same.	3.20
May-06-25	Marleigh Dick	Attending meetings with M. Wasserman, S. Irving, M. Calvaruso and P. Patel regarding upcoming motion; drafting order and revising Seventh Report for upcoming motion.	3.30
May-06-25	Shawn T. Irving	Attending meeting with M. Wasserman, M. Calvaruso and M. Dick to discuss [REDACTED]; attending call with P. Patel to discuss same; considering [REDACTED] and reviewing related materials.	1.70

May-06-25	Marc Wasserman	Attending on internal discussions regarding █████ and further call regarding same.	1.40
May-06-25	Corporate Searches by Eugene L. Williams	Receiving instructions from M. Dick; conducting a Personal Property Security Act search against Home Corp Services Inc., HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc.; contacting Industry Canada to obtain articles for HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc.; reviewing and compiling same and reporting thereon.	
May-07-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing revised draft second amended and restated initial order and considering same.	1.50
May-07-25	Marleigh Dick	Revising Seventh Report of the Monitor; attending internal meetings regarding upcoming motion; conducting research on █████ for upcoming motion.	3.10
May-07-25	Shawn T. Irving	Drafting Monitor's Report; providing comments on draft SARIO; considering █████; reviewing HCSI incorporation documents; correspondence with P. Patel regarding █████ correspondence regarding name change.	4.60
May-07-25	Albina Mamonkina	Attending to correspondence; reviewing updated articles; communicating internally; preparing NOIs and consents to act; reviewing bylaws; reviewing the BIA and CCAA regarding the termination of NOI proceedings.	1.80
May-08-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meetings; reviewing and revising draft second amended and restated initial order and considering same; attending on status update meeting with CRO's counsel.	5.00
May-08-25	Marleigh Dick	Drafting demand letter █████ attending meetings with M. Calvaruso, S. Irving and M. Spence regarding upcoming motion; revising draft order and report for upcoming motion.	3.40
May-08-25	Shawn T. Irving	Drafting monitor's report; reviewing and providing comments on revised SARIO; calls with M. Calvaruso and M. Dick to discuss same; call with M. Spence to discuss █████; attending call with P. Patel to discuss draft SARIO.	4.30
May-08-25	Albina Mamonkina	Attending to correspondence; communicating internally; preparing NOIs; reviewing the BIA and CCAA regarding the termination of NOI proceedings.	3.00
May-09-25	Marleigh Dick	Revising Seventh Report of the Monitor.	2.70

May-09-25	Shawn T. Irving	Drafting narrative [REDACTED] for Monitor's Report; correspondence with M. Calvaruso and M. Dick regarding same; correspondence with Court regarding SISP approval hearing; correspondence with KPMG regarding same; correspondence with PTC and CRO regarding court availability; reviewing director resolutions prepared by A. Mamonkina.	3.30
May-09-25	Albina Mamonkina	Reviewing correspondence; preparing director resignations and board resolutions for the NOI proceedings.	1.70
May-09-25	Eugene L. Williams	Receiving instructions from M. Dick; ordering copies of the articles for Home Corp Services Inc.; reviewing, compiling and reporting thereon.	0.70
May-12-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.30
May-12-25	Marleigh Dick	Revising Seventh Report of the Monitor and draft order for upcoming motion; attending to logistics for hearing.	1.30
May-12-25	Shawn T. Irving	Reviewing and providing comments on revised Monitor's Report; reviewing and revising draft NDA for SISP; reviewing PTC comments on draft Order; correspondence with M. Calvaruso and M. Dick.	4.10
May-13-25	Shawn T. Irving	Revising NDA for class counsel; correspondence with M. Calvaruso regarding same; revising Draft Seventh Report; correspondence with M. Dick regarding motion scheduling.	1.90
May-14-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing revised draft sales process.	0.50
May-14-25	Marleigh Dick	Revising draft Seventh Report of the Monitor; reviewing materials for NOI proceedings.	1.70
May-14-25	Shawn T. Irving	Reviewing draft NOI resolutions; correspondence with J. Sherman regarding same; correspondence with [REDACTED] regarding [REDACTED] reviewing [REDACTED] reviewing CIBC comments on draft SARIO; revising draft NDA for class counsel; discussions with M. Calvaruso regarding same.	3.90
May-14-25	Albina Mamonkina	Reviewing correspondence; updating board resolutions for the NOI proceedings.	0.40
May-15-25	Marleigh Dick	Revising Seventh Report of the Monitor for upcoming motion.	0.80
May-16-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting; attending on status meeting with client.	1.30

May-16-25	Marleigh Dick	Attending meetings with S. Irving, M. Calvaruso, P. Patel and M. Spence regarding upcoming motion.	3.60
May-16-25	Shawn T. Irving	Attending call with M. Calvaruso and M. Dick to discuss outstanding items; attending call with P. Patel to discuss report, NOIs and next steps; call with K. Mahar regarding [REDACTED] call with M. Spence regarding KERP, CRO engagement and related items; correspondence with P. Patel.	3.30
May-18-25	Martino Calvaruso	Attending on email correspondence regarding file matters; reviewing and revising draft class counsel non-disclosure agreement.	1.00
May-19-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
May-19-25	Marleigh Dick	Revising draft order for upcoming motion.	1.20
May-20-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting; reviewing revised draft sales process.	0.80
May-20-25	Marleigh Dick	Attending meetings with S. Irving, M. Calvaruso, P. Patel and C. Prophet regarding upcoming motion; revising motion materials.	3.80
May-20-25	Shawn T. Irving	Correspondence with M. Dick regarding outstanding matters for SISP Approval motion; reviewing [REDACTED] attending call with P. Patel regarding motion; correspondence with P. Patel regarding [REDACTED] attending call with C. Prophet regarding motion; attending call with M. Calvaruso and M. Dick regarding outstanding issues.	5.20
May-20-25	Albina Mamonkina	Communicating and meeting internally regarding next steps; preparing NOI discharge and termination orders; reviewing and updating fee affidavit; redacting April invoice.	4.10
May-21-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting; reviewing and revising draft demand letter.	1.50
May-21-25	Marleigh Dick	Revising report and draft court orders for upcoming motion; attending meetings with M. Wasserman, S. Irving and M. Calvaruso regarding same.	6.50
May-21-25	Shawn T. Irving	Correspondence with P. Patel regarding [REDACTED]; reviewing and considering KPMG comments on draft report; reviewing draft KERP; meeting with M. Wasserman, M. Calvaruso and M. Dick to discuss SARIO and SISP issues; reviewing draft DIP amendment and Joinder; reviewing revised demand letter.	3.80
May-21-25	Adam Margeson	Reviewing case law for SISP and consolidation motion.	4.70

May-21-25	Marc Wasserman	Engaged in internal discussions; corresponding regarding file matters; preparing for and attending on internal status meeting; reviewing and commenting on demand letter.	1.00
May-22-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on outstanding matters and reviewing related documentation and correspondence.	1.20
May-22-25	Marleigh Dick	Revising report and draft court orders for upcoming motion; attending call with S. Irving regarding same.	4.80
May-22-25	Shawn T. Irving	Call with C. Prophet regarding SISP and other file matters; reviewing revised court materials; providing comments on same; correspondence with P. Patel regarding same; meetings with M. Dick and M. Calvaruso.	5.10
May-22-25	Adam Margeson	Reviewing case law for and preparing materials for SISP and consolidation motion.	7.90
May-22-25	Marc Wasserman	Engaged in internal discussions; correspondence regarding file matters; engaged in discussions regarding various matters; attending on internal meeting.	1.10
May-23-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft joint report of the monitor and proposal trustee; attending on status meeting with client.	1.80
May-23-25	Marleigh Dick	Revising Joint Report for upcoming motion; attending call with S. Irving, M. Calvaruso and P. Patel regarding various matters for upcoming motion.	1.50
May-23-25	Shawn T. Irving	Correspondence with P. Patel regarding [REDACTED] reviewing NOI certifications; reviewing revised report and providing additional comments on same; providing comments on NOI discharge and termination order; attending call with KPMG regarding motion materials.	4.40
May-23-25	Albina Mamonkina	Communicating internally; preparing consent to act as monitor for the HCSI entities [REDACTED]	0.50
May-23-25	Adam Margeson	Reviewing case law for and preparing materials for SISP and consolidation motion.	9.40
May-24-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft joint report of the monitor and proposal trustee; reviewing and revising draft DIP amended and joinder; reviewing and revising draft second amended and restated initial order, sales process order and sales process; reviewing draft CIBC engagement letter amendment; reviewing draft discharge and termination orders.	4.50

May-24-25	Marleigh Dick	Revising court materials for upcoming motion.	7.70
May-24-25	Shawn T. Irving	Reviewing and providing comments on revised Report; considering [REDACTED] correspondence with M. Calvaruso and M. Dick regarding motion materials; reviewing revised DIP Agreement and joinder; reviewing confidential appendices; considering SISP revisions.	2.10
May-25-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft joint report of the monitor and proposal trustee and attending on related correspondence; reviewing revised draft second amended and restated initial order, sales process order and sales process, and discharge orders.	3.00
May-25-25	Marleigh Dick	Revising court materials for upcoming motion.	6.20
May-25-25	Shawn T. Irving	Reviewing and responding to M. Calvaruso comments on draft report; reviewing changes to proposed SISP; correspondence regarding same; reviewing and providing comments on draft Notice of Motion; correspondence with M. Wasserman regarding Report; correspondence throughout day with KPMG regarding motion materials; reviewing revised Notice of Motion and providing further comments; discussions with M. Dick regarding same.	3.50
May-26-25	Corporate Searches by Elizabeth E. Buchanan	Receiving instructions from M. Dick; conducting electronic and certified Personal Property Security Act searches respecting HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. and reporting thereon.	
May-26-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft joint report of the monitor and proposal trustee and attending on related correspondence; attending on status meeting with client regarding same; attending on internal status meetings and discussions; reviewing revised draft second amended and restated initial order, sales process order and sales process, and discharge orders; reviewing and finalizing fee affidavit; attending on matters in respect of finalizing joint report and related motion materials.	6.80
May-26-25	Marleigh Dick	Finalizing court materials for upcoming motion; serving and filing court materials.	12.50

May-26-25	Shawn T. Irving	Revising and finalizing motion materials; attending calls throughout day with KPMG regarding same; considering [REDACTED] [REDACTED] calls and correspondence with Gowlings regarding DIP amendment; considering cash flow forecast and assumptions; reviewing and providing comments on draft Prosperi affidavit; correspondence with Aird & Berlis regarding same; discussions with M. Calvaruso and M. Dick regarding same; reviewing proposed redactions and discussions regarding same; considering KPMG redactions.	8.50
May-26-25	Kevin MacEachern	Communicating with M. Dick with respect to bankruptcy court numbers for HCSI Home Comfort; attending to Bankruptcy Court online portal and submitting 2 sets of documents in support of 2 notices of intention to file proposal in bankruptcy; confirming issuance of same and securing court file numbers on an urgent basis.	0.50
May-26-25	Albina Mamonkina	Communicating internally; finalizing and commissioning fee affidavit.	1.30
May-26-25	Adam Margeson	Reviewing case law for and preparing materials for SISP and consolidation motion.	8.40
May-26-25	Khrystal Mittoo-Thomas	Preparing motion record for continuation and consolidation of NOI proceedings, SISP Approval and other relief and preparing appendices for joint report.	3.20
May-27-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing draft supplement to the joint report of the monitor and proposal trustee.	1.20
May-27-25	Marleigh Dick	Preparing supplemental report for upcoming motion.	1.40
May-27-25	Shawn T. Irving	Correspondence with M. Dick regarding confidential appendix; reviewing same; correspondence with Conway J regarding same;	0.50
May-27-25	Adam Margeson	Reviewing case law for and preparing materials for SISP and consolidation motion.	7.10
May-28-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.60
May-28-25	Marleigh Dick	Preparing supplemental report for upcoming motion.	0.50
May-28-25	Shawn T. Irving	Attending to correspondence with KPMG regarding [REDACTED] [REDACTED] correspondence with M. Calvaruso regarding same; correspondence with Gowlings regarding DIP amendment.	0.70
May-28-25	Kevin MacEachern	Attending to Commercial Court online portal; submitting motion record and joint report of the monitor for pending consolidation hearing.	0.50

May-28-25	Adam Margeson	Reviewing case law for and preparing materials for SISP and consolidation motion.	3.90
May-29-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing draft supplement to the joint report of the monitor and proposal trustee.	1.30
May-29-25	Marleigh Dick	Revising factum and supplemental report for upcoming hearing and preparing non-disclosure agreement for creditor.	5.20
May-29-25	Shawn T. Irving	Reviewing and providing comments on draft factum; discussions with A. Margeson and M. Dick regarding same; reviewing and revising draft Supplement to Joint Report; discussions with M. Dick regarding same; drafting response to unsecured creditor regarding CIBC work fee; discussions with KPMG regarding same; correspondence regarding DIP amendment; reviewing and editing revised factum; reviewing case law for motion.	7.00
May-29-25	Albina Mamonkina	Communicating internally; preparing NDA [REDACTED]	1.60
May-29-25	Adam Margeson	Reviewing case law for and preparing materials for SISP and consolidation motion.	4.90
May-30-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing draft factum; reviewing draft non-disclosure agreements and attending on related correspondence.	2.00
May-30-25	Marleigh Dick	Finalizing supplemental report and factum for upcoming motion; serving and filing materials.	2.70
May-30-25	Shawn T. Irving	Reviewing and providing additional comments on draft factum; reviewing case law cited in factum; reviewing KPMG comments on factum; discussions with A. Margeson regarding same; preparing submissions for hearing; correspondence with [REDACTED] regarding [REDACTED]; call with P. Patel regarding same; correspondence with S. Stidwill regarding NDAs; discussions with P. Patel [REDACTED]; correspondence with D. Sterns regarding same.	6.30
May-30-25	Kevin MacEachern	Attending to Commercial Court online portal; submitting factum and supplementary report of the monitor.	0.50
May-30-25	Albina Mamonkina	Communicating internally; reviewing and updating service list.	0.40
May-30-25	Khrystal Mittoo-Thomas	Compiling and finalizing joint supplemental report.	0.30
May-30-25	Sean Stidwill	Attending on [REDACTED] NDA matters; reviewing motion record, court orders, and other file matters in connection with same; attending on multiple calls with M. Calvaruso regarding same.	3.50

May-31-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing and revising draft non-disclosure agreement.	0.60
May-31-25	Shawn T. Irving	Preparing submissions for June 2 hearing; reviewing revised NDA and providing comments on same; correspondence with S. Stidwill regarding same.	1.60
May-31-25	Sean Stidwill	Attending on additional [REDACTED] NDA matters; incorporating comments from M. Calvaruso into further revised draft; circulating same to P. Patel; reviewing form of Purchaser NDA; reviewing motion record, court orders, and other file matters in connection with same.	5.00

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<b>TOTAL HOURS:</b>		<b>289.70</b>
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**EXPENSE SUMMARY**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<u>EXPENSES - TAXABLE</u>	
Printing Costs	0.00
Special Supplies Costs	0.00
OnCorp Fees for Searches/Certificates/Filings	268.05
<b>TOTAL (CAD):</b>	<b>268.05</b>

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



## Invoice Issued in Canadian Dollars

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

Attention: Pritesh Patel  
Partner

Invoice No.: 13040426  
Date: July 31, 2025  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

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

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

OUR FEE HEREIN	153,006.00
REIMBURSABLE EXPENSES *	486.00
HST @ 13%	19,914.96
<b>TOTAL (CAD):</b>	<b>173,406.96</b>

\* Includes non-taxable expenses of 300.00 CAD

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



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### REMITTANCE ADVICE

#### Canadian Dollars EFT and Wire Payments:

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

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

#### Cheque Payments:

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

Please return remittance advice(s) with cheque.

Invoice No.: 13040426  
Payor ID: 200703  
Amount: 173,406.96 CAD

**FEE SUMMARY**

<b>NAME</b>	<b>HRS</b>	<b>RATE</b>	<b>FEEES</b>
<b><u>PARTNER</u></b>			
Martino Calvaruso	9.80	1,250	12,250.00
Shawn T. Irving	23.50	1,200	28,200.00
Christine Jackson	3.70	940	3,478.00
Adam LaRoche	2.10	975	2,047.50
Michael Proudfoot	34.70	995	34,526.50
Justin Sherman	2.50	1,065	2,662.50
Sean Stidwill	10.20	960	9,792.00
Marc Wasserman	1.10	1,650	1,815.00
<b><u>ASSOCIATE</u></b>			
Zeyad Aboudheir	53.00	630	33,390.00
Ana Cherniak-Kennedy	3.00	730	2,190.00
Marleigh Dick	1.20	810	972.00
Albina Mamonkina	6.60	630	4,158.00
Adam Margeson	6.30	810	5,103.00
Patrick Musgrave	10.80	730	7,884.00
Lucas Versteegh	3.70	875	3,237.50
<b><u>PARAPROFESSIONAL</u></b>			
Kevin MacEachern	4.00	325	1,300.00
<b>TOTAL FEES (CAD):</b>	<b>176.20</b>		<b>153,006.00</b>

**FEE DETAIL**

<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>HRS</b>
Jun-01-25	Martino Calvaruso	Attending on email correspondence regarding file matters; reviewing draft form of sale process non-disclosure agreement.	0.50
Jun-01-25	Shawn T. Irving	Preparing oral submissions for June 2 hearing; reviewing case law; reviewing draft orders; reviewing SISP; reviewing revised Purchaser NDAs.	2.40
Jun-01-25	Sean Stidwill	Attending on additional Purchaser NDA matters; incorporating comments from M. Calvaruso into further revised draft; circulating same to P. Patel; reviewing motion record, court orders, and other file matters in connection with same.	3.00

Jun-02-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; preparing for and attending on hearing for second amended and restated initial order and sales process order; attending on status meetings with class counsel and PTC's counsel; reviewing and revising sales process; reviewing issued endorsement.	4.00
Jun-02-25	Marleigh Dick	Preparing for SISP motion; attending to follow-up tasks.	1.20
Jun-02-25	Shawn T. Irving	Attending calls with class counsel; attending call with PTC regarding class counsel concerns in respect of SISP; preparing for and attending motion for SISP approval and other related relief; revising draft SISP orders and correspondence with court regarding same; correspondence with A. Mamonkina regarding same; reviewing endorsement; making arrangements regarding confidential sealed materials; correspondence with P. Patel regarding [REDACTED]	7.20
[REDACTED]	[REDACTED]	[REDACTED]	7.20
Jun-02-25	Kevin MacEachern	Attending to Bankruptcy and Commercial Court online portals and submitting four signed orders of Justice Conway for processing; communicating with M. Dick with respect to court's direction concerning previously submitted materials.	1.50
Jun-02-25	Albina Mamonkina	Communicating internally; reviewing and updating service list; attending to correspondence; attending court hearing; reviewing and finalizing court orders.	2.50
Jun-02-25	Sean Stidwill	Attending on review of comments on NDA from KPMG; considering same; attending on related correspondence.	0.40
Jun-02-25	Marc Wasserman	Reviewing file correspondence; engaged in various discussions regarding status and next steps; preparing for and attending call with class counsel; engaged in internal discussions post meeting.	1.10
Jun-03-25	Shawn T. Irving	Attending to correspondence with KPMG regarding CIM; reviewing draft CIM excerpt; correspondence with A. Mamonkina regarding court filing issues.	0.70
Jun-03-25	Kevin MacEachern	Communicating with Commercial Court; securing court issued versions of both SISP Approval and SARI orders with respect to KPMG in monitor capacity; communicating with Bankruptcy Court and receiving directions with respect to orders pertaining to KPMG in trustee capacity.	1.50

Jun-03-25	Albina Mamonkina	Communicating internally; attending to correspondence; attending to sealing confidential exhibits; reviewing and updating service list.	1.30
Jun-04-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.30
Jun-04-25	Shawn T. Irving	Reviewing and updating [REDACTED] CIM; correspondence with P. Patel regarding same; preparing execution copies of DIP joinder and CIBC engagement letter; correspondence regarding same; attending to file management issues with A. Mamonkina.	2.00
Jun-04-25	Albina Mamonkina	Communicating internally; attending to correspondence and execution of first amendment to CIBC engagement letter and the DIP joinder.	1.70
Jun-05-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.40
Jun-05-25	Albina Mamonkina	Communicating internally; attending to correspondence and execution of first amendment to CIBC engagement letter and the DIP joinder.	0.50
Jun-05-25	Sean Stidwill	Attending on NDA review matters.	0.30
Jun-06-25	Kevin MacEachern	Communicating with Bankruptcy Court to determine status of previously submitted orders for court processing.	0.50
Jun-06-25	Sean Stidwill	Attending on NDA matters and related correspondence.	0.50
Jun-07-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.30
Jun-08-25	Zeyad Aboudheir	Reviewing non-disclosure agreements in relation to [REDACTED] [REDACTED] in connection with Sales and Investment Solicitation Process.	2.10
Jun-08-25	Martino Calvaruso	Attending on email correspondence regarding non-disclosure agreement matters.	0.20
Jun-08-25	Justin Sherman	Reviewing and commenting on NDAs for potential bidders.	1.70
Jun-08-25	Sean Stidwill	Attending on NDA matters	0.50

Jun-09-25	Zeyad Aboudheir	Providing comments to Non-Disclosure Agreement of [REDACTED] connection with Sales and Investment Solicitation Process; revising Non-Disclosure Agreements in relation to [REDACTED] coordinating with M. Proudfoot, P. Musgrave and A. Cherniak-Kennedy regarding project management of further Non-Disclosure Agreements; reviewing and packaging balance of Non-Disclosure Agreements provided; organizing and conducting cursory review of balance of the Non-Disclosure Agreements received.	9.30
Jun-09-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding non-disclosure agreement matters; reviewing draft non-disclosure agreement comments.	1.00
Jun-09-25	Ana Cherniak-Kennedy	Reviewing and revising non-disclosure agreements.	1.80
Jun-09-25	Shawn T. Irving	Correspondence with Gowlings regarding CIM; reviewing CIM; discussions with M. Calvaruso and P. Patel regarding [REDACTED]; reviewing revised NDAs.	0.50
Jun-09-25	Kevin MacEachern	Communicating with Bankruptcy Court and securing guidance with respect to 2 bankruptcy orders obtained in related Commercial List action.	0.50
Jun-09-25	Albina Mamonkina	Communicating internally; attending to correspondence and execution of first amendment to CIBC engagement letter and the DIP joinder.	0.20
Jun-09-25	Patrick Musgrave	Reviewing and providing comments on NDAs received from bidders.	1.70
Jun-09-25	Michael Proudfoot	Reviewing eight non-disclosure agreements in connection with SISP process; corresponding regarding same.	12.00
Jun-09-25	Justin Sherman	Reviewing NDAs and coordinating Osler review of same.	0.80
Jun-09-25	Sean Stidwill	Reviewing and commenting on NDAs; attending on related correspondence; circulating comments on NDAs to KPMG.	2.00
Jun-10-25	Zeyad Aboudheir	Providing comments to Non-Disclosure Agreement of [REDACTED] in connection with Sales and Investment Solicitation Process; revising the Non-Disclosure Agreements in relation to [REDACTED] coordinating with M. Proudfoot, P. Musgrave and A. Cherniak-Kennedy regarding project management of further Non-Disclosure Agreements; reviewing and packaging balance of the Non-Disclosure Agreements provided; organizing and conducting cursory review of balance of the Non-Disclosure Agreements received.	0.20

Jun-10-25	Zeyad Aboudheir	Reviewing [REDACTED] comments to the Non-Disclosure Agreement and drafting responses to same; updating treatment of bidder identity confidentiality in [REDACTED] Non-Disclosure Agreements; drafting comments to drafts received by [REDACTED] in respect of their NonDisclosure Agreements; updating and conducting document management in respect of progress of all Non-Disclosure Agreements.	5.80
Jun-10-25	Martino Calvaruso	Attending on email correspondence regarding non-disclosure agreement matters; attending on status discussions with client	0.70
Jun-10-25	Albina Mamonkina	Communicating internally; attending to correspondence and execution of first amendment to CIBC engagement letter and the DIP joinder.	0.20
Jun-10-25	Patrick Musgrave	Providing comments on NDAs received from bidders.	2.60
Jun-10-25	Michael Proudfoot	Reviewing seven non-disclosure agreements in connection with SISF process; corresponding regarding same.	3.50
Jun-10-25	Sean Stidwill	Reviewing and commenting on NDAs; attending on related correspondence.	1.20
Jun-11-25	Zeyad Aboudheir	Reviewing [REDACTED] comments to Non-Disclosure Agreement and finalizing same; distributing Osler comments to bidder comments on various Non-Disclosure Agreements; drafting revisions to [REDACTED] Non-Disclosure Agreement and corresponding with S. Stidwill regarding same; revising Non-Disclosure Agreements for [REDACTED]; corresponding to group regarding same.	6.80
Jun-11-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding non-disclosure agreement matters.	0.40
Jun-11-25	Ana Cherniak-Kennedy	Reviewing and revising non-disclosure agreements.	0.60
Jun-11-25	Patrick Musgrave	Updating NDAs returned and coordinating internally regarding same.	0.50
Jun-11-25	Michael Proudfoot	Reviewing non-disclosure agreements in connection with SISF process; corresponding regarding same.	4.60
Jun-11-25	Sean Stidwill	Attending on review and comment of NDAs; attending on related correspondence.	1.50

Jun-12-25	Zeyad Aboudheir	Reviewing [REDACTED] comments to the Non-Disclosure Agreement and finalizing same; distributing Osler comments to bidder comments on various Non-Disclosure Agreements; revising Non-Disclosure Agreements for [REDACTED] corresponding to group on same; drafting comments to [REDACTED] Non-Disclosure aAgreement; reviewing [REDACTED] Non-Disclosure Agreement and coordinating with A. LaRoche in respect of privacy law provision.	5.00
Jun-12-25	Martino Calvaruso	Attending on email correspondence regarding non-disclosure agreement matters.	0.40
Jun-12-25	Adam LaRoche	Attending to correspondence from Z. Aboudheir regarding disclosures of Canadian personal information in connection with business transaction.	0.30
Jun-12-25	Albina Mamonkina	Communicating internally; attending to correspondence and execution of first amendment to CIBC engagement letter.	0.20
Jun-12-25	Adam Margeson	Drafting materials for stay extension motion.	2.60
Jun-12-25	Patrick Musgrave	Reviewing NDAs and providing comments.	2.40
Jun-12-25	Michael Proudfoot	Reviewing non-disclosure agreements in connection with SISP process; corresponding regarding same.	2.50
Jun-12-25	Sean Stidwill	Attending on NDA matters and related correspondence.	0.30
Jun-13-25	Zeyad Aboudheir	Distributing Osler comments to bidder comments on various Non-Disclosure Agreements; reviewing [REDACTED] Non-Disclosure Agreement and coordinating with A. LaRoche in respect of privacy law provision; reviewing markup of Non-Disclosure Agreement by [REDACTED]	2.30
Jun-13-25	Martino Calvaruso	Attending on email correspondence regarding non-disclosure agreement matters.	0.30
Jun-13-25	Shawn T. Irving	Attending to correspondence with P. Patel regarding [REDACTED]; considering same.	0.30
Jun-13-25	Patrick Musgrave	Reviewing [REDACTED] NDA and providing comments.	1.20
Jun-13-25	Michael Proudfoot	Reviewing non-disclosure agreements in connection with SISP process; Corresponding re same.	1.20
Jun-14-25	Zeyad Aboudheir	Providing comments to bidder comments on the Non-Disclosure Agreement for [REDACTED] updating provisions regarding return or destruction of confidential information and bidder added provision regarding acknowledgment.	0.80

Jun-15-25	Michael Proudfoot	Reviewing non-disclosure agreements in connection with SISP process; corresponding re same.	1.00
Jun-16-25	Zeyad Aboudheir	Finalizing comments to bidder comments on the Non-Disclosure Agreement for [REDACTED] updating provisions regarding return or destruction of confidential information and bidder added provision regarding acknowledgment; reviewing the Non-Disclosure Agreement for [REDACTED] [REDACTED] for distribution.	1.00
Jun-17-25	Zeyad Aboudheir	Reviewing Non-Disclosure Agreements for [REDACTED] [REDACTED] conducting version and document management control on all received Non-Disclosure Agreements and coordinating review of same with P. Musgrave and A. Cherniak-Kennedy; corresponding to A. LaRoche in respect of privacy law issue in [REDACTED] comments.	2.30
Jun-17-25	Shawn T. Irving	Attending call with CRO, Monitor and counsel to discuss [REDACTED] [REDACTED] considering issues regarding same.	0.60
Jun-17-25	Adam Margeson	Drafting materials for stay extension motion.	3.70
Jun-17-25	Patrick Musgrave	Reviewing [REDACTED] NDA.	1.60
Jun-17-25	Michael Proudfoot	Reviewing non-disclosure agreements in connection with SISP process; corresponding regarding same.	1.90
Jun-18-25	Zeyad Aboudheir	Continuing review of non disclosure agreements for [REDACTED] [REDACTED] conducting version and document management control on all received non disclosure agreements and coordinating review of same with P. Musgrave and A. Cherniak-Kennedy; corresponding to A. LaRoch in respect of privacy law issue in [REDACTED] comments; providing comments to [REDACTED] non disclosure agreement.	5.30
Jun-18-25	Ana Cherniak-Kennedy	Reviewing and revising non-disclosure agreement.	0.60
Jun-18-25	Shawn T. Irving	Correspondence from [REDACTED] regarding [REDACTED] inquiries; correspondence with P. Patel regarding same.	0.50
Jun-18-25	Adam LaRoche	Attending to correspondence with Z. Aboudheir regarding disclosure of personal information during diligence processes; attending to correspondence with M. Proudfoot regarding same.	0.30
Jun-18-25	Patrick Musgrave	Providing comments on [REDACTED] NDA; corresponding internally regarding [REDACTED] NDA.	0.80
Jun-18-25	Michael Proudfoot	Reviewing non-disclosure agreements in connection with SISP process; corresponding regarding same.	3.10

Jun-18-25	Sean Stidwill	Reviewing and commenting on NDAs; corresponding internally.	0.50
Jun-19-25	Zeyad Aboudheir	Reviewing the Non-Disclosure Agreement of [REDACTED].	1.40
Jun-19-25	Shawn T. Irving	Reviewing additional disclosure regarding class action settlement; correspondence with KPMG regarding same.	0.30
Jun-19-25	Michael Proudfoot	Reviewing non-disclosure agreements in connection with SISF process; corresponding regarding same.	0.90
Jun-20-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.10
Jun-20-25	Shawn T. Irving	Various correspondence regarding ministry inquiries.	0.40
Jun-23-25	Zeyad Aboudheir	Reviewing the Non-Disclosure Agreement of [REDACTED].	1.20
Jun-23-25	Michael Proudfoot	Reviewing non-disclosure agreement in connection with SISF process; corresponding regarding same.	0.80
Jun-24-25	Zeyad Aboudheir	Reviewing the Non-Disclosure Agreement of [REDACTED]; updating status of all Non-Disclosure Agreements for the purpose of coordinating Osler team.	0.90
Jun-24-25	Shawn T. Irving	Attending call with [REDACTED] J. Prosperi, M. Spence and P. Patel regarding [REDACTED]; reviewing related correspondence and documentation; attending call with C. Jackson regarding [REDACTED].	1.40
Jun-24-25	Christine Jackson	Reviewing [REDACTED] and considering same.	1.00
Jun-24-25	Michael Proudfoot	Reviewing non-disclosure agreement in connection with SISF process; corresponding regarding same.	0.50
Jun-25-25	Zeyad Aboudheir	Finalizing the Non-Disclosure Agreement of [REDACTED] attending to comments from [REDACTED] reviewing issues related to personal information clause in respect of [REDACTED] agreement and reviewing same with A. LaRoche.	2.40
Jun-25-25	Christine Jackson	Reviewing [REDACTED]; emailing S. Irving on recommended next steps.	1.00
Jun-25-25	Adam LaRoche	Attending to correspondence with Z. Aboudheir regarding revisions to non-disclosure agreement for compliance with [REDACTED]; speaking with Z. Aboudheir regarding same.	0.80
Jun-26-25	Michael Proudfoot	Reviewing non-disclosure agreement in connection with SISF process; corresponding regarding same.	1.10

Jun-27-25	Zeyad Aboudheir	Finalizing the Non-Disclosure Agreement of [REDACTED] [REDACTED] reviewing comments by [REDACTED]	2.20
Jun-27-25	Martino Calvaruso	Attending on status discussions with client.	0.20
Jun-27-25	Christine Jackson	Reviewing [REDACTED]; instructing L. Versteegh on same.	0.70
Jun-27-25	Lucas Versteegh	Reviewing background materials and [REDACTED] [REDACTED]	1.10
Jun-28-25	Zeyad Aboudheir	Finalizing the Non-Disclosure Agreement of [REDACTED]; reviewing comments by [REDACTED] [REDACTED] finalizing same and corresponding on same.	3.00
Jun-28-25	Martino Calvaruso	Attending on email correspondence regarding file matters; preparing responses to bidder's sales process questions and considering same.	1.00
Jun-28-25	Adam LaRoche	Attending to correspondence from Z. Aboudheir regarding revisions to non-disclosure agreement required for compliance with [REDACTED] [REDACTED]	0.20
Jun-28-25	Michael Proudfoot	Reviewing non-disclosure agreement in connection with SISP process; corresponding regarding same.	1.60
Jun-28-25	Lucas Versteegh	Reviewing background materials and considering [REDACTED] [REDACTED]	1.70
Jun-29-25	Zeyad Aboudheir	Finalizing [REDACTED]; finalizing same and corresponding on same.	0.70
Jun-29-25	Lucas Versteegh	Reviewing background materials and considering [REDACTED] [REDACTED]	0.90
Jun-30-25	Zeyad Aboudheir	Finalizing [REDACTED] Agreement; corresponding on same.	0.30
Jun-30-25	Christine Jackson	Reviewing response to consumer notice of non compliance; advising S. Irving on same.	1.00
Jun-30-25	Adam LaRoche	Attending to correspondence with A. Aboudheir regarding revisions to non-disclosure agreement for compliance with [REDACTED] [REDACTED]	0.50

**TOTAL HOURS:** 176.20

**EXPENSE SUMMARY**

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	

Courier Expenses	0.00
Printing Costs	0.00
Agent's Fees & Expenses	75.00
ESC Fees for Searches/Certificates/Filings	11.00
Litigation Levy-Ontario	100.00
<u>EXPENSES - NON-TAXABLE</u>	
Issuing Court Documents	300.00
<b>TOTAL (CAD):</b>	<b>486.00</b>

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



## Invoice Issued in Canadian Dollars

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

Attention: Pritesh Patel  
Partner

Invoice No.: 13051348  
Date: August 15, 2025  
Payor ID: 200703  
GST/HST No.: 121983217 RT0001

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

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

OUR FEE HEREIN	42,933.00
REIMBURSABLE EXPENSES	122.20
HST @ 13%	5,597.18
<b>TOTAL (CAD):</b>	<b>48,652.38</b>

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



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

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

#### Cheque Payments:

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

Please return remittance advice(s) with cheque.

Invoice No.: 13051348  
Payor ID: 200703  
Amount: 48,652.38 CAD

**OUTSTANDING INVOICE SUMMARY**

## CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
13040426	Jul-31-25	153,006.00	486.00	19,914.96	173,406.96	173,406.96
13051348	Aug-15-25	42,933.00	122.20	5,597.18	48,652.38	48,652.38
<b>TOTAL OUTSTANDING (CAD)</b>		<b>195,939.00</b>	<b>608.20</b>	<b>25,512.14</b>	<b>222,059.34</b>	<b>222,059.34</b>

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	7.30	1,250	9,125.00
Shawn T. Irving	4.00	1,200	4,800.00
Michael Proudfoot	7.60	995	7,562.00
Justin Sherman	3.80	1,065	4,047.00
Sean Stidwill	0.30	960	288.00
<u>ASSOCIATE</u>			
Zeyad Aboudheir	24.90	630	15,687.00
Patrick Musgrave	0.80	730	584.00
<u>CORPORATE SEARCHES FIXED FEES</u>			
Corporate Searches by Elizabeth E. Buchanan			840.00
<b>TOTAL FEES (CAD):</b>	<b>48.70</b>		<b>42,933.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Jul-02-25	Zeyad Aboudheir	Finalizing agreement; corresponding on same.	0.30
Jul-02-25	Michael Proudfoot	Reviewing correspondence regarding NDA review.	0.30
Jul-04-25	Zeyad Aboudheir	Attending to comments on [REDACTED] agreement; corresponding on same; reviewing [REDACTED]	1.70
Jul-04-25	Patrick Musgrave	Coordinating internally and reviewing turn of [REDACTED] NDA.	0.10
Jul-04-25	Michael Proudfoot	Reviewing correspondence regarding NDA review.	0.50
Jul-07-25	Zeyad Aboudheir	Revising and finalizing comments on [REDACTED] agreement; corresponding on same.	1.00

Jul-07-25	Patrick Musgrave	Reviewing comments on [REDACTED] NDA; providing feedback.	0.70
Jul-07-25	Michael Proudfoot	Reviewing correspondence regarding NDA review.	0.40
Jul-08-25	Martino Calvaruso	Attending on status discussions with client.	0.40
Jul-11-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
Jul-11-25	Shawn T. Irving	Attending to correspondence with KPMG regarding LOIs; correspondence with potential bidder; discussions regarding same; reviewing LOIs received.	1.30
Jul-11-25	Sean Stidwill	Attending on NDA matters and related correspondence.	0.30
Jul-12-25	Martino Calvaruso	Attending on email correspondence regarding file matters; reviewing letters of intent.	1.00
Jul-15-25	Zeyad Aboudheir	Providing comments to the non-disclosure agreement of [REDACTED]	1.50
Jul-15-25	Shawn T. Irving	Discussions with M. Calvaruso regarding SISP	0.30
Jul-16-25	Zeyad Aboudheir	Revising comments to the non-disclosure agreement of [REDACTED]; reviewing additional comments to [REDACTED] agreement; reviewing the [REDACTED] non-disclosure agreement.	2.70
Jul-16-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status update meeting with client; preparing and revising draft notices to sales process participants.	1.00
Jul-16-25	Shawn T. Irving	Attending status call with KPMG to discuss phase 1 bids and next steps; reviewing and commenting on draft notice to bidders.	0.60
Jul-16-25	Michael Proudfoot	Reviewing bidder comments to non-disclosure agreements.	1.30
Jul-16-25	Justin Sherman	Coordinating preparation of auction draft of asset purchase agreement.	0.90
Jul-17-25	Zeyad Aboudheir	Commencing draft of the asset purchase agreement to effect transaction; reviewing sale and investment solicitation process for the purpose of drafting same; reviewing certain letters of intention of bidders for the purposes of same.	2.20
Jul-17-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
Jul-18-25	Martino Calvaruso	Attending on email correspondence regarding file matters; attending on status discussions with client.	0.30

Jul-18-25	Shawn T. Irving	Correspondence with P. Patel regarding [REDACTED]; considering same; correspondence with M. Calvaruso.	0.40
Jul-18-25	Michael Proudfoot	Reviewing bidder comments on NDA.	0.50
Jul-19-25	Martino Calvaruso	Attending on email correspondence regarding file matters; attending on status meeting with client.	0.60
Jul-19-25	Shawn T. Irving	Attending call with KPMG and Osler to discuss [REDACTED]; correspondence regarding same.	0.50
Jul-21-25	Zeyad Aboudheir	Continuing and completing initial draft of the asset purchase agreement to effect transaction; drafting minor initial revisions to same; reviewing terms of solicitation process and related documents for the purpose of drafting same.	8.60
Jul-21-25	Martino Calvaruso	Attending on email correspondence regarding file matters; attending on status meeting with client and counsel to PTC.	0.80
Jul-21-25	Shawn T. Irving	Attending call with Gowlings regarding [REDACTED].	0.50
Jul-22-25	Zeyad Aboudheir	Revising initial draft of the asset purchase agreement to effect transaction.	2.50
Jul-22-25	Corporate Searches by Elizabeth E. Buchanan	Receiving instructions from C. Coates obtaining certified copies of charter documents respecting Crown Crest Funding Corp. and four additional corporations, and reporting thereon.	
Jul-22-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client.	0.40
Jul-22-25	Shawn T. Irving	Attending to call with M. Calvaruso regarding [REDACTED]; considering same.	0.40
Jul-22-25	Justin Sherman	Coordinating preparation of SISP draft of purchase agreement.	0.20
Jul-24-25	Zeyad Aboudheir	Revising draft of the Asset Purchase Agreement to effect transaction based on comments by J. Sherman.	0.50
Jul-24-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status meeting with counsel [REDACTED]	0.80
Jul-24-25	Michael Proudfoot	Reviewing draft asset purchase agreement.	1.50
Jul-24-25	Justin Sherman	Reviewing and commenting on draft asset purchase agreement for SISP process.	2.10

Jul-25-25	Zeyad Aboudheir	Revising draft of asset purchase agreement to effect transaction based on comments by J. Sherman; corresponding to M. Calvaruso regarding specific drafting points; drafting provisions to comport with specific circumstances and revising existing clauses accordingly.	2.20
Jul-25-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.40
Jul-26-25	Zeyad Aboudheir	Revising draft of the Asset Purchase Agreement to effect transaction based on comments by J. Sherman; corresponding to M. Calvaruso regarding specific drafting points; drafting provisions to comport with specific circumstances and revising existing clauses accordingly; corresponding to M. Proudfoot regarding same.	1.70
Jul-28-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.40
Jul-28-25	Michael Proudfoot	Reviewing and revising draft asset purchase agreement.	3.10
Jul-28-25	Justin Sherman	Reviewing and commenting on SISP draft of asset purchase agreement.	0.60
Jul-29-25	Martino Calvaruso	Attending on email correspondence regarding file matters; attending on status meeting with counsel to PTC.	0.80
<b>TOTAL HOURS:</b>			<b>48.70</b>

#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
OnCorp Fees for Searches/Certificates/Filings	122.20
<b>TOTAL (CAD):</b>	<b>122.20</b>

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



## Invoice Issued in Canadian Dollars

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

Attention: Pritesh Patel  
Partner

Invoice No.: 13070858  
Date: September 30, 2025  
Payor ID: 200703  
GST/HST No.: 121983217 RT0001

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

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

OUR FEE HEREIN	44,036.00
HST @ 13%	5,724.68
<b>TOTAL (CAD):</b>	<b>49,760.68</b>

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



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### REMITTANCE ADVICE

#### Canadian Dollars EFT and Wire Payments:

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

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

#### Cheque Payments:

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

Please return remittance advice(s) with cheque.

Invoice No.: 13070858  
Payor ID: 200703  
Amount: 49,760.68 CAD

**OUTSTANDING INVOICE SUMMARY**

CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
13040426	Jul-31-25	153,006.00	486.00	19,914.96	173,406.96	173,406.96
13070858	Sep-30-25	44,036.00	0.00	5,724.68	49,760.68	49,760.68
<b>TOTAL OUTSTANDING (CAD)</b>		<b>197,042.00</b>	<b>486.00</b>	<b>25,639.64</b>	<b>223,167.64</b>	<b>223,167.64</b>

**FEE SUMMARY**

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	9.30	1,250	11,625.00
Taylor Cao	2.50	1,100	2,750.00
Shawn T. Irving	4.20	1,200	5,040.00
Alan Kenigsberg	2.30	1,530	3,519.00
Shuli Rodal	2.10	1,305	2,740.50
Justin Sherman	8.10	1,065	8,626.50
Marc Wasserman	5.90	1,650	9,735.00
<b>TOTAL FEES (CAD):</b>	<b>34.40</b>		<b>44,036.00</b>

**FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Jul-16-25	Marc Wasserman	Preparing for and attending status call with KPMG to discuss bids and next steps; commenting on notice to bidders.	1.40
Jul-19-25	Marc Wasserman	Engaged on email correspondence regarding file matters; participating on status meeting with client; discussions regarding [REDACTED]	0.90
Jul-21-25	Marc Wasserman	Corresponding regarding file matters; preparing for and attending on status meeting with client and counsel to PTC.	0.80
Jul-24-25	Marc Wasserman	Engaged on meeting regarding bids and next steps.	1.70
Jul-29-25	Marc Wasserman	Reviewing file correspondence; preparing for and attending call regarding bids.	1.10
Jul-30-25	Shawn T. Irving	Attending to correspondence from KPMG regarding [REDACTED] reviewing pleadings; considering response; correspondence with [REDACTED] regarding same.	1.00

Aug-01-25	Martino Calvaruso	Attending on email correspondence regarding file matters; attending on status discussions with client.	0.50
Aug-05-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.30
Aug-06-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.30
Aug-07-25	Martino Calvaruso	Attending on email correspondence regarding file matters; attending on status discussions with client.	0.30
Aug-07-25	Shawn T. Irving	Attending to various due diligence questions and correspondence.	0.40
Aug-07-25	Justin Sherman	Coordinating updates to APA.	0.20
Aug-08-25	Martino Calvaruso	Attending on email correspondence regarding file matters; reviewing and revising draft form of asset purchase agreement.	1.20
Aug-09-25	Justin Sherman	Reviewing and revising SISP draft of APA.	1.10
Aug-11-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client.	0.80
Aug-11-25	Shawn T. Irving	Attending to correspondence from company regarding SISP and due diligence questions; drafting responses; correspondence with Gowlings regarding SISP inquiries.	0.60
Aug-12-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client.	1.00
Aug-12-25	Shawn T. Irving	Attending to correspondence regarding due diligence questions; considering same and providing comments.	0.50
Aug-13-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client.	0.70
Aug-14-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing comments on draft form of asset purchase agreement.	0.60
Aug-14-25	Justin Sherman	Reviewing and revising SISP draft of APA.	1.20
Aug-15-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing comments on draft form of asset purchase agreement.	0.80
Aug-15-25	Taylor Cao	Reviewing and commenting on purchase agreement.	2.50
Aug-15-25	Alan Kenigsberg	Reviewing APA and providing tax comments.	2.10

Aug-18-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on meeting with [REDACTED] regarding concurrent leases; reviewing revised draft form of asset purchase agreement and comments thereon.	1.40
Aug-18-25	Alan Kenigsberg	Sending email regarding PST to M. Calvaruso, M. Wasserman and I. Sherman.	0.20
Aug-19-25	Justin Sherman	Reviewing and updating APA.	0.70
Aug-20-25	Martino Calvaruso	Attending on email correspondence regarding draft asset purchase agreement comments.	0.40
Aug-20-25	Justin Sherman	Reviewing and revising SISP draft of APA.	1.00
Aug-21-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; reviewing comments on draft form of asset purchase agreement.	0.80
Aug-21-25	Shawn T. Irving	Correspondence with class counsel; attending to correspondence with Monitor and CRO regarding form of APA.	0.50
Aug-21-25	Shuli Rodal	Review of draft asset purchase agreement; review of information regarding transaction and correspondence regarding same; preparing revisions to draft agreement.	2.10
Aug-21-25	Justin Sherman	Reviewing and revising SISP draft of APA.	3.90
Aug-22-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.20
Aug-22-25	Shawn T. Irving	Attending to correspondence from class counsel regarding SISP; drafting response; correspondence with KPMG regarding same; reviewing form of APA for potential purchasers.	1.20

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**TOTAL HOURS:** **34.40**

**EXPENSE SUMMARY**

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

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



## Invoice Issued in Canadian Dollars

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

Attention: Pritesh Patel  
Partner

Invoice No.: 13084834  
Date: October 23, 2025  
Payor ID: 200703

GST/HST No.: 121983217 RT0001

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

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

OUR FEE HEREIN	74,797.00
HST @ 13%	9,723.61
<b>TOTAL (CAD):</b>	<b>84,520.61</b>

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



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### REMITTANCE ADVICE

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

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

#### Cheque Payments:

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

Please return remittance advice(s) with cheque.

Invoice No.: 13084834  
Payor ID: 200703  
Amount: 84,520.61 CAD

## FEE SUMMARY

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Martino Calvaruso	16.70	1,250	20,875.00
Taylor Cao	2.30	1,100	2,530.00
Shawn T. Irving	4.10	1,200	4,920.00
Alan Kenigsberg	2.00	1,530	3,060.00
Adam LaRoche	0.50	975	487.50
Sven C. Poysa	1.30	1,170	1,521.00
Shuli Rodal	3.90	1,305	5,089.50
Justin Sherman	7.00	1,065	7,455.00
Marc Wasserman	7.40	1,650	12,210.00
<u>ASSOCIATE</u>			
Zeyad Aboudheir	8.10	630	5,103.00
Laura Culleton	11.00	780	8,580.00
Marleigh Dick	2.20	810	1,782.00
Sean Timlick	1.60	740	1,184.00
<b>TOTAL FEES (CAD):</b>	<b>68.10</b>		<b>74,797.00</b>

## FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Aug-18-25	Marc Wasserman	Engaged in internal discussions; corresponding regarding file matters; meeting with ██████████ ██████████ reviewing and analyzing revised draft asset purchase agreement and related comments.	2.00
Sep-02-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
Sep-02-25	Shuli Rodal	Correspondence regarding Competition Act matters.	0.30
Sep-03-25	Martino Calvaruso	Attending on email correspondence regarding file matters; corresponding with bidders' counsel.	0.40
Sep-03-25	Shuli Rodal	Discussion with J. Sherman; preparing for and discussion with ██████████ regarding notification analysis; correspondence regarding communications with alternate bidders; correspondence regarding ██████████.	1.40
Sep-03-25	Justin Sherman	Discussing competition matters with ██████████ coordinating competition review.	1.20

Sep-04-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on meeting with bidder's counsel.	0.60
Sep-04-25	Shuli Rodal	Correspondence regarding competition matters.	0.20
Sep-04-25	Marc Wasserman	Engaged on call with ██████████ regarding next steps.	0.60
Sep-05-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on meeting with the CRO; attending on meeting with bidder's counsel.	2.00
Sep-05-25	Shuli Rodal	Correspondence regarding competition matters; preparing for and call with CIBC regarding competition matters; follow up in relation to same.	0.50
Sep-05-25	Justin Sherman	Discussing competition approval matters with S. Rodal.	0.30
Sep-08-25	Shuli Rodal	Preparing for and discussion with ██████████ regarding Competition Act matters; follow up correspondence in relation to same.	0.60
Sep-08-25	Justin Sherman	Preparing for and attending call with ██████████ to discuss Competition matters.	0.20
Sep-09-25	Shuli Rodal	Correspondence regarding Competition Act ██████████.	0.20
Sep-09-25	Justin Sherman	Corresponding to P. Patel in respect of Competition Act matters.	0.20
Sep-10-25	Martino Calvaruso	Attending on email correspondence regarding file matters.	0.20
Sep-10-25	Shuli Rodal	Correspondence regarding Canadian ██████████; correspondence with ██████████.	0.20
Sep-11-25	Shuli Rodal	Corresponding regarding ██████████ and confirmation of same.	0.20
Sep-16-25	Justin Sherman	Considering Admin Reserve matters and reviewing auction draft of transaction agreement in respect of same.	0.20
Sep-17-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status meeting with client regarding sales process matters.	0.70
Sep-17-25	Justin Sherman	Preparing for and attending call with P. Patel to discuss ██████████ ██████████.	0.50
Sep-17-25	Marc Wasserman	Engaged in discussions; corresponding regarding file matters; attending on status meeting with client regarding sales process matters.	1.40

Sep-22-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters.	0.40
Sep-23-25	Zeyad Aboudheir	Contacting specialists in preparation for receipt of drafts; coordinating review process.	0.20
Sep-23-25	Martino Calvaruso	Attending on email correspondence regarding file matters; attending on status discussions with client.	0.50
Sep-24-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting and discussions; attending on various status discussions with client and CRO; attending on status update meeting with CRO and PTC; attending on meeting with [REDACTED] attending on sales process correspondence; reviewing bid.	4.40
Sep-24-25	Marc Wasserman	Engaged in internal discussions; corresponding regarding file matters; attending on various status discussions with client and CRO; attending on status update meeting with CRO and PTC; engaged on meeting with [REDACTED]	1.50
Sep-25-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on internal status meeting.	1.00
Sep-25-25	Marleigh Dick	Attending meetings with S. Irving and M. Calvaruso regarding sale approval motion; attending to follow-up tasks, including corresponding with the court.	1.00
Sep-25-25	Shawn T. Irving	Meeting with M. Calvaruso and M. Dick to discuss status of SISP and sale approval motion; correspondence with Court regarding scheduling issues.	0.70
Sep-26-25	Shawn T. Irving	Correspondence with court office regarding Justice Conway availability for approval motion; discussions with M. Dick and M. Calvaruso regarding same.	0.40
Sep-29-25	Zeyad Aboudheir	Drafting issues list in respect of bids received; comparing and reviewing same [REDACTED] [REDACTED] reviewing prior bid materials of actual bidders; coordinating review by specialists; [REDACTED] [REDACTED]	5.80
Sep-29-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client; attending on internal status meeting; reviewing submitted bids and related correspondence.	3.00

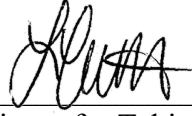
Sep-29-25	Laura Culleton	Reviewing bid submitted by [REDACTED] reviewing email correspondence from M. Calvaruso regarding other bids received; meeting with M. Calvaruso, J. Sherman and Z. Aboudheir; [REDACTED] reviewing email correspondence between Z. Aboudheir and S. Poysa.	6.30
Sep-29-25	Marleigh Dick	Preparing materials for sale approval motion; attending calls with M. Calvaruso and L. Culleton regarding same.	1.20
Sep-29-25	Shawn T. Irving	Reviewing Phase 2 bids	1.00
Sep-29-25	Adam LaRoche	Reviewing revisions to share purchase agreement; attending to correspondence with Z. Aboudheir regarding same.	0.50
Sep-29-25	Sven C. Poysa	Preliminary review of revised purchase agreement; follow-up regarding same with Z. Aboudheir.	0.20
Sep-29-25	Shuli Rodal	Review of draft APA and considering same.	0.20
Sep-29-25	Justin Sherman	Reviewing bids received and coordinating preparation of issues list.	1.00
Sep-30-25	Zeyad Aboudheir	Drafting issues list in respect of balance of bids received; [REDACTED] reviewing prior bid materials of actual bidders; incorporating review by specialists.	2.10
Sep-30-25	Martino Calvaruso	Attending on internal discussions and email correspondence regarding file matters; attending on status discussions with client; attending on internal status meeting; reviewing submitted bids and related correspondence; reviewing and [REDACTED] attending on status meeting with client; attending on status meeting with PTC's counsel.	3.30
Sep-30-25	Taylor Cao	Reviewing and commenting on transaction documents, discussing transaction documents with team.	2.30
Sep-30-25	Laura Culleton	Reviewing email correspondence from Z. Aboudheir [REDACTED] reviewing and analyzing email correspondence from S. Poysa, A. LaRoche, A. Kenigsberg and T. Cao; updating [REDACTED] Purchase Agreement issues list to reflect comments from specialists; reviewing [REDACTED]	4.70
Sep-30-25	Shawn T. Irving	Reviewing [REDACTED] APA and considering settlement assignment provision; correspondence with KPMG regarding [REDACTED]; correspondence with M. Calvaruso regarding same; attending call with KPMG and Osler to discuss Phase 2 bids and auction; attending call with Gowlings regarding same; correspondence regarding auction dates.	2.00
Sep-30-25	Alan Kenigsberg	Reviewing and providing comments on APA and issue list.	2.00

Sep-30-25	Sven C. Poysa	Reviewing bid letter and revised purchase agreement; follow-up regarding employee issues regarding same.	1.10
Sep-30-25	Shuli Rodal	Correspondence regarding Competition Act matters.	0.10
Sep-30-25	Justin Sherman	Reviewing mark-ups of APAs and preparing issues list.	3.40
Sep-30-25	Sean Timlick	Reviewing and commenting on the draft asset purchase agreement.	1.60
Sep-30-25	Marc Wasserman	Engaged on internal status meeting; dealing with bid issues.	1.90
<b>TOTAL HOURS:</b>			<b>68.10</b>

#### EXPENSE SUMMARY

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

This is Exhibit "B" referred to in the Affidavit of Martino Calvaruso, sworn at the City of Toronto, in the Province of Ontario, before me on November 3, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to be 'A. Calvaruso', written above a horizontal line.

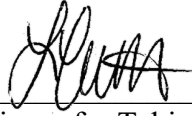
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A Commissioner for Taking Affidavits

**EXHIBIT B**

<b>Date of Account</b>	<b>For Billing Period Ending</b>	<b>Fees (Incl. Fixed Fees) (\$)</b>	<b>Expenses / Disbursements (\$)</b>	<b>Taxes (\$)</b>	<b>Total (\$)</b>
27-Jun-25	30-May-25	\$285,809.00	\$268.05	\$37,190.02	\$323,267.07
31-Jul-25	30-Jun-25	\$153,006.00	\$486.00	\$19,914.96	\$173,406.96
15-Aug-25	29-Jul-25	\$42,933.00	\$122.20	\$5,597.18	\$48,652.38
30-Sept-25	22-Aug-25	\$44,036.00	-	\$5,724.68	\$49,760.68
23-Oct-25	30-Sept-25	\$74,797.00	-	\$9,723.61	\$84,520.61
<b>Total</b>	-	\$600,581.00	\$876.25	\$78,150.45	\$679,607.70

This is Exhibit “C” referred to in the Affidavit of Martino Calvaruso, sworn at the City of Toronto, in the Province of Ontario, before me on November 3, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to be 'M. Calvaruso', written above a horizontal line.

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A Commissioner for Taking Affidavits

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**EXHIBIT C**

<b><u>Name</u></b>	<b><u>Year of Call (if applicable)</u></b>	<b><u>Billing Rate (\$/Hour)</u></b>	<b><u>Hours Worked</u></b>
Aboudheir, Zeyad	2024	630	86.00
Calvaruso, Martino	2009	1,250	88.20
Cao, Taylor	2017	1,100	4.80
Cherniak-Kennedy, Ana	2022	730	3.00
Culleton, Laura	2021	780	11.00
Dick, Marleigh	2020	810	84.90
Irving, Shawn	2004	1,200	117.10
Jackson, Christine	2011	940	3.70
Kenigsberg, Alan	2001	1,530	4.30
LaRoche, Adam	2016	975	2.60
MacEachern, Kevin	Paraprofessional	325	5.50
Mamonkina, Albina	2024	630	24.40
Margeson, Adam	2020	810	52.60
Mittoo-Thomas, Khrystal	Paraprofessional	345	3.50
Musgrave, Patrick	2022	730	11.60
Poysa, Sven	2006	1,170	1.30
Proudfoot, Michael	2015	995	42.30
Rodal, Shuli	2000	1,305	6.00
Sherman, Justin	2011	1,065	21.40
Stidwill, Sean	2016	960	19.00
Timlick, Sean	2022	740	1.60

<u>Name</u>	<u>Year of Call (if applicable)</u>	<u>Billing Rate (\$/Hour)</u>	<u>Hours Worked</u>
Wasserman, Marc	2001	1,650	17.90
Williams, Eugene	Paraprofessional	300	0.70
Versteegh, Lucas	2017	875	3.70
		<b>Total:</b>	617.10

<b>Blended Rate</b> (excluding fixed fees, expenses / disbursements and HST) \$598,439.00 ÷ 617.10 hours =	\$969.76
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,  
c. C-36, AS AMENDED

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

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

**AFFIDAVIT OF MARTINO CALVARUSO**

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Counsel to KPMG Inc., in its capacity as Monitor

**CONFIDENTIAL APPENDIX “1” – Unredacted Copy of the APA**

**CONFIDENTIAL APPENDIX “2” – Summary of Phase 2 Bids**

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.

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

PROCEEDING COMMENCED AT TORONTO

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**NINTH REPORT OF MONITOR**

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Lawyers for KPMG Inc., in its capacity as Monitor of the Debtors