

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

B E T W E E N:

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

**SUPPLEMENTAL MOTION RECORD OF THE MONITOR
(Motion for Approval and Vesting Order, Assignment Order and Stay
Extension Order, returnable November 10, 2025)**

November 9, 2025

OSLER, HOSKIN & HARCOURT LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for KPMG Inc., in its capacity as
Monitor

TO: **THE SERVICE LIST**

SERVICE LIST

TO:	<p>GOWLING WLG (CANADA) LLP 1 First Canadian Place, 100 King Street West Suite 1600 Toronto, ON M5X 1G5</p> <p>David Cohen Tel: 416-369-6667 Email: david.cohen@gowlingwlg.com</p> <p>Clifton P. Prophet Tel: 416-862-3509 Email: clifton.prophet@gowlingwlg.com</p> <p>Thomas Gertner Tel: 416-369-4618 Email: thomas.gertner@gowlingwlg.com</p> <p>Katherine Yurkovich Tel: 416-862-4342 Email: kate.yurkovich@gowlingwlg.com</p> <p><i>Counsel to the Applicant, Peoples Trust Company</i></p>
AND TO:	<p>PEOPLES TRUST COMPANY 95 Wellington Street West, Suite 1300 Toronto, ON M5J 2N7</p> <p>Adriana Molluso Email: adrianam@peoplesgroup.com</p> <p><i>Applicant</i></p>

AND TO:	<p>MILLER THOMSON LLP 40 King Street West Suite 5800 Toronto, ON M5H 3S1</p> <p>Kyla Mahar Tel: 416-597-4303 Email: kmahar@millerthomson.com</p> <p><i>Counsel to the Simply Green Leasing Group</i></p>
AND TO:	<p>STIKEMAN ELLIOTT LLP 5300 Commerce Court West, 199 Bay Street Toronto, ON M5L 1B9</p> <p>Elizabeth Pillon Tel: 416-869-5623 Email: lpillon@stikeman.com</p> <p><i>Co-Counsel to the Simply Green Leasing Group</i></p>
AND TO:	<p>KPMG INC. Bay Adelaide Centre, 333 Bay Street Suite 4600 Toronto, ON M5H 2S5</p> <p>Paul Van Eyk Tel: 519-747-8836 Email: pvaneyk@kpmg.ca</p> <p>Pritesh Patel Tel: 519-747-8286 Email: pritchpatel@kpmg.ca</p> <p>Huey Lee Tel: 604-646-6398 Email: hueylee@kpmg.ca</p> <p>Tim Montgomery Tel: 416-777-8615 Email: timmontgomery@kpmg.ca</p> <p><i>Monitor</i></p>

AND TO:	<p>OSLER, HOSKIN & HARCOURT LLP 1 First Canadian Place, 100 King Street West Suite 6200 Toronto, ON M5X 1B8</p> <p>Marc Wassermann Tel: 416-862-4908 Email: mwasserman@osler.com</p> <p>Shawn Irving Tel: 416-862-4733 Email: sirving@osler.com</p> <p>Martino Calvaruso Tel: 416-862-6665 Email: MCalvaruso@osler.com</p> <p><i>Counsel to the Monitor</i></p>
AND TO:	<p>HWS CONSULTING INC. 90 Allstate Parkway, Suite 600 Markham, ON L3R 6H3</p> <p>Joe Prosperi Tel: 416-662-6348 Email: jprosperi@hwsconsultant.com</p> <p><i>Chief Restructuring Officer</i></p>
AND TO:	<p>AIRD & BERLIS LLP 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Steven Graff Tel: 416-865-7726 Email: sgraff@airdberlis.com</p> <p>Miranda Spence Tel: 416.865.3414 Email: mspence@airdberlis.com</p> <p>Samantha Hans Tel: 437.880.6105 Email: shans@airdberlis.com</p> <p><i>Counsel to the CRO</i></p>

AND TO:	<p>BENNETT JONES LLP 1 First Canadian Place Suite 3400 Toronto, ON M5X 1A4</p> <p>Joseph N. Blinick Tel: 416-777-4828 Email: blinickj@bennettjones.com</p> <p><i>Counsel to MNP Corporate Finance Inc.</i></p>
AND TO:	<p>SOTOS LLP 180 Dundas Street West Suite 1200 Toronto, ON M5G 1Z8</p> <p>David Sterns Tel: 416-977-5229 Email: dsterns@sotos.ca</p> <p>Mohsen Seddigh Tel: 416-572-7320 Email: mseddigh@sotos.ca</p> <p>Maria Arabella Robles Tel: 416-572-7309 Email: mrobles@sotos.ca</p> <p><i>Co-Counsel to Class Action Plaintiffs</i></p>
AND TO:	<p>BLANEY MCMURTRY LLP Barristers and Solicitors Suite 1500 – 2 Queen Street East Toronto, ON M5C 3G5</p> <p>David T. Ullman Tel: 416-596-4289 Email: dullmann@blaney.com</p> <p><i>Co-Counsel to Class Action Plaintiffs</i></p>

AND TO:	<p>LENCZNER SLAGHT LLP 130 Adelaide St. W Suite 2600 Toronto, ON M5H 3P5</p> <p>Paul-Erik Veel Tel: 416-865-2842 Email: pveel@litigate.com</p> <p>Shane Ramnanan Tel: 416-865-2882 Email: sramnanan@litigate.com</p> <p><i>Co-Counsel to Lawrence Krimker</i></p>
AND TO:	<p>MILLER THOMSON LLP 40 King Street West Suite 5800 Toronto, ON M5H 3S1</p> <p>Kyla Mahar Tel: 416-597-4303 Email: kmahar@millerthomson.com</p> <p><i>Co-Counsel to Lawrence Krimker</i></p>
AND TO:	<p>AIRD & BERLIS LLP 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Harry Fogul Tel: 416.865.7773 Email: hfogul@airdberlis.com</p> <p><i>Counsel to Rolene Holdings Inc.</i></p>
AND TO:	<p>ATTORNEY GENERAL OF CANADA Department of Justice Ontario Regional Office, Tax Law Services Division 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Tel: 647-256-7459 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; Fiscal@justice.gc.ca</p>

<p>AND TO:</p>	<p>ONTARIO MINISTRY OF FINANCE Insolvency Unit 33 King Street West, 6th Floor Oshawa, ON L1H 8H5</p> <p>Insolvency Unit Tel: 1-866-668-8297 Email: insolvency.unit@ontario.ca</p>
<p>AND TO:</p>	<p>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY Office of the Superintendent of Bankruptcy Canada C.D. Howe Building 235 Queen Street Ottawa, ON K1A 0H5</p> <p>Email: osbccaa-laccbsf@ised-isde.gc.ca</p>
<p>AND TO:</p>	<p>DEPARTMENT OF JUSTICE (BRITISH COLUMBIA) Legal Services Justice, Health and Revenue PO Box 9280 Stn Prov Govt Victoria, BC V8W 9J7</p> <p>Carmen Saldivia Tel: 1-778-974-4578 Email: aglsbrevtaxinsolvency@gov.bc.ca</p>
<p>AND TO:</p>	<p>DEPARTMENT OF JUSTICE (ALBERTA) 300 Epcor Tower 10423 – 101 Street NW Edmonton, AB T5H 0E7</p> <p>Email: Ministryofjustice@gov.ab.ca</p>
<p>AND TO:</p>	<p>DEPARTMENT OF JUSTICE (MANITOBA) Civil Legal Services 730 – 405 Broadway Winnipeg, MB R3C 3L6</p> <p>Shelly Haner Tel: 1-202-792-6471 Email: Shelley.Haner@gov.mb.ca</p>
<p>AND TO:</p>	<p>WORKPLACE SAFETY AND INSURANCE BOARD 200 Front Street West Toronto, ON M5J 3J1</p> <p>Email: Legal_Litigation_Services@wsib.on.ca</p> <p>Caroline Nocun Email: caroline_nocun@wsib.on.ca</p>

AND TO:	<p>THE TORONTO-DOMINION BANK - 14822 2300 Steeles Ave W, Suite 100 Vaughan, Ontario L4K 5X6</p>
AND TO:	<p>JIM PEPLINSKI LEASING INC. 2425 Matheson Boulevard East, Suite 120 Mississauga, Ontario L4W 5K4</p>
AND TO:	<p>FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY P.O. Box 1800 RPO Lakeshore West Oakville, Ontario L6K 0J8</p> <p>Email: bbankrup@ford.com</p>
AND TO:	<p>RAHEEMA MORIN AND DUSTIN MORIN C/O 219, 6203 - 28 Avenue Edmonton, Alberta T6L 6K3</p>
AND TO:	<p>TD BANK FINANCIAL GROUP 3140 Dufferin Street Toronto, ON M6A 2T1</p> <p>Matthew Searle Tel: 416-785-5172 Email: matthew.searle@td.com</p>
AND TO:	<p>DODOKIN LAW & CONFLICT RESOLUTION 333 Bay Street, Suite 900 Toronto, ON M5H 2R2</p> <p>Robin Dodokin Tel: 416-300-6515 Email: robin@dodokinlaw.com</p> <p><i>Counsel to TD Bank Financial Restructuring Group</i></p>
AND TO:	<p>WHELTON HIUTIN LLP 15 Toronto Street Suite 200 Toronto, ON M5C 2E3</p> <p>Wei Jiang Tel: 647-245-2589 Email: wjiang@whlawyers.ca</p> <p><i>Counsel to Arista Homes Limited</i></p>

AND TO:	<p>MCCARTHY TÉTRAULT LLP 66 Wellington Street West, Suite 5300 TD Bank Tower Box 48 Toronto, ON M5K 1E6</p> <p>Robert Richardson Tel: 416-601-7632 Email: rrichardson@mccarthy.ca</p> <p><i>Counsel to Canadian Imperial Bank of Commerce</i></p>
AND TO:	<p>GARDINER ROBERTS LLP Bay Adelaide Centre - East Tower 22 Adelaide St W, Ste. 3600 Toronto, ON M5H 4E3</p> <p>Michael Citak Tel: 416-865-6706 Email: mcitak@grllp.com</p> <p><i>Counsel to Carene Management Group Inc., Milazzo Homes Inc., Starlane General Contractors Inc., Trinimont Developments Inc., Vistaview Management Ltd. and Saubaudia Home Corp Inc.</i></p>
AND TO:	<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay St., Suite 4000 Toronto, ON M5L 1A9</p> <p>Aryo Shalviri / Michael Elder Tel: 416-863-2962 / 416-863-2242 Email: aryo.shalviri@blakes.com / michael.elder@blakes.com</p> <p>DAVIES WARD PHILLIPS & VINEBERG LLP 155 Wellington St W Toronto, ON M5V 3J7</p> <p>Natalie Renner / Cameron Rusaw / Jason Stephanian Tel: 416-367-7489 / 416-863-5555 Email: nrenner@dwpv.com / crusaw@dwpv.com / jstephanian@dwpv.com</p> <p><i>Counsel to the Purchaser</i></p>

Email Addresses:

david.cohen@gowlingwlg.com; clifton.prophet@gowlingwlg.com; thomas.gertner@gowlingwlg.com; kate.yurkovich@gowlingwlg.com; adrianam@peoplesgroup.com; kmahar@millერთhompson.com; lpillon@stikeman.com; hueylee@kpmg.ca; pvaneyk@kpmg.ca; pritchpatel@kpmg.ca; timmontgomery@kpmg.ca; mwasserman@osler.com; sirving@osler.com; MCalvaruso@osler.com; Jprosperi@hwsconsultant.com; sgraff@airdberlis.com; mspence@airdberlis.com; shans@airdberlis.com; blinickj@bennettjones.com; dsterns@sotos.ca; mseddigh@sotos.ca; mrobes@sotos.ca; dullmann@blaney.com; pveel@litigate.com; sramnanan@litigate.com; kmahar@millერთhompson.com; hfogul@airdberlis.com; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; Fiscal@justice.gc.ca; insolvency.unit@ontario.ca; osbcaa-laccbsf@ised-isde.gc.ca; aglsbrevtaxinsolvency@gov.bc.ca; Ministryofjustice@gov.ab.ca; Shelley.Haner@gov.mb.ca; Legal_Litigation_Services@wsib.on.ca; caroline_nocun@wsib.on.ca; bbankrup@ford.com; matthew.searle@td.com; robin@dodokinlaw.com; wjiang@whlawyers.ca; r-richardson@mccarthy.ca; mcitak@grllp.com; aryo.shalviri@blakes.com; michael.elder@blakes.com; nrenner@dwpv.com; crusaw@dwpv.com; jstephanian@dwpv.com

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

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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

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TAB 1

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

B E T W E E N:

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

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PEOPLES TRUST COMPANY

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- 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 MARLEIGH DICK
(affirmed November 9, 2025)**

I, Marleigh Dick, of the City of Toronto, in the Province of Ontario, AFFIRM:

1. I am an associate with the law firm of Osler, Hoskin & Harcourt LLP, lawyers for the Monitor, KPMG Inc., and, as such, have knowledge of the matters contained in this Affidavit.

2. The Respondents, as Sellers, and 1001363332 Ontario Inc., as Buyer, entered into an Amended and Restated Asset Purchase Agreement, dated as of November 8, 2025. Attached as **Exhibit “A”** is a redacted copy of the Amended and Restated Asset Purchase Agreement and attached as **Exhibit “B”** is a blackline to the Asset Purchase Agreement between the Sellers and the Buyer, dated as of October 8, 2025.

AFFIRMED by Marleigh Dick of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

CLARE BARROWMAN

LSO# 82130E



MARLEIGH DICK

This is Exhibit "A" referred to in the Affidavit of Marleigh Dick affirmed by Marleigh Dick at the City of Toronto, in the Province of Ontario, before me on November 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Clau B.", written in a cursive style.

Commissioner for Taking Affidavits (or as may be)

AMENDED AND RESTATED 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

November 8, 2025

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of November 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.

- G. The Sellers and the Buyer entered into an asset purchase agreement on October 8, 2025 and wish to amend and restate it on the terms set out 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 Amended and Restated 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) “**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;

- (bb) “**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;
- (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) “**Consent Required Customer Contracts**” has the meaning given to such term in Section 2.6(b);
- (ll) “**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;
- (mm) “**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;
- (nn) “**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;
- (oo) “**Court**” has the meaning given to such term in Recital B;
- (pp) “**Court Approval**” means the issuance of the Approval and Vesting Order by the Court;
- (qq) “**Court Orders**” has the meaning given to such term in Section 8.1(a);
- (rr) “**CRO**” has the meaning given to such term in Recital B;
- (ss) “**Crown Crest Entities**” means CC Management, CC Financial, CC Funding, CC Trust, Old Simply Green and New Simply Green;
- (tt) “**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;
- (uu) “**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;

- (vv) “**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;
- (ww) “**Customer Notice**” has the meaning given to such term in Section 7.11;
- (xx) “**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);
- (yy) “**Cut-Off Date**” means November 15, 2025;
- (zz) “**Cut-Off Time**” means 12:00 a.m. EST on the Cut-Off Date;
- (aaa) “**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;
- (bbb) “**Deposit**” has the meaning given to such term in Section 3.2(a);
- (ccc) “**DIP Lender**” has the meaning given to such term in the ARIQ;
- (ddd) “**Disclosed Personal Information**” has the meaning given to such term in Section 11.2(a);
- (eee) “**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;

- (fff) “**Employees**” means all current employees of the Sellers;
- (ggg) “**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;
- (hhh) “**Equity Commitment Letter**” means the equity commitment from Basalt to the Buyer delivered on the date hereof;
- (iii) “**ETA**” means Part IX of the *Excise Tax Act* (Canada);
- (jjj) “**Excluded Assets**” has the meaning given to such term in Section 2.2;
- (kkk) “**Excluded Contracts**” has the meaning given to such term in Section 2.2(a);
- (lll) “**Excluded Liabilities**” has the meaning given to such term in Section 2.4;
- (mmm) “**Excluded Policies**” has the meaning given to such term in Section 2.1(n);
- (nnn) “**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;
- (ooo) “**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;
- (ppp) “**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;
- (qqq) “**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;
- (rrr) “**HCSI 1**” has the meaning given to such term in the preamble to this Agreement;
- (sss) “**HCSI 2**” has the meaning given to such term in the preamble to this Agreement;
- (ttt) “**HCSI Entities**” has the meaning given to such term in Recital C;
- (uuu) “**including**” and “**includes**” shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”;
- (vvv) “**Initial Order**” has the meaning given to such term in Recital B;
- (www) “**Intellectual Property**” has the meaning given to such term in Section 2.1(i);
- (xxx) “**Inventory**” has the meaning given to such term in Section 2.1(d);
- (yyy) “**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;
- (zzz) “**Licences**” has the meaning given to such term in Section 2.1(m);
- (aaaa) “**Monitor**” has the meaning given to such term in Recital B;
- (bbbb) “**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;
- (cccc) “**New Simply Green**” has the meaning given to such term in the preamble to this Agreement;

- (dddd) “**NOI Proceedings**” has the meaning given to such term in Recital C;
- (eeee) “**Non-Party Affiliates**” has the meaning given to such term in Section 11.5;
- (ffff) “**Old Simply Green**” has the meaning given to such term in the preamble to this Agreement;
- (gggg) “**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;
- (hhhh) “**ordinary course of the Business**” means ordinary course of the Business having regard to the Sellers’ current financial condition and the CCAA Proceedings;
- (iiii) “**Outside Date**” means December 31, 2025;
- (jjjj) “**Parties**” means the Sellers and the Buyer collectively, and “**Party**” means any one of the Sellers or the Buyer;
- (kkkk) “**Permits**” has the meaning given to such term in Section 2.1(l);
- (llll) “**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;
- (mmmm) “**Personal Information**” means information in the possession or under the control of the Sellers about an identifiable individual;
- (nnnn) “**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;
- (oooo) “**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;

- (pppp) **“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;
- (qqqq) **“PTC”** has the meaning given to such term in Recital B;
- (rrrr) **“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;
- (ssss) **“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;
- (tttt) **“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;
- (uuuu) **“Purchase Price”** has the meaning given to such term in Section 3.1;
- (vvvv) **“Purchased Assets”** has the meaning given to such term in Section 2.1;
- (wwww) **“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;
- (xxxx) **“Representative Plaintiffs”** means Alga Adina Bonnick, Goran Stoilov Donev, and Sarah-Jane Shaw;
- (yyyy) **“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;
- (zzzz) **“SARIO”** has the meaning given to such term in Recital C;

- (aaaaa) “**Seller**” and “**Sellers**” have the meaning given to such terms in the preamble to this Agreement;
- (bbbbb) “**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;
- (ccccc) “**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;
- (dddd) “**SISP**” has the meaning given to such term in Recital D;
- (eeee) “**Successful Bid**” has the meaning given to such term in the SISP;
- (ffff) “**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;
- (ggggg) “**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;
- (hhhhh) “**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;
- (iiii) “**Tax Act**” means the *Income Tax Act* (Canada), and any other similar statute enacted by the provinces or territories of Canada;
- (jjjj) “**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;

- (kkkkk) “**Taxing Authority**” means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection or other imposition of any Tax;
- (lllll) “**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;
- (mmmmm) “**Transfer Taxes**” has the meaning given to such term in Section 7.7(c);
- (nnnnn) “**Transferred Contracts**” means collectively, the Contracts listed on Schedule 2.1(g) and any TSA Contract that is assigned or transferred to the Buyer after Closing in accordance with 2.6;
- (ooooo) “**Transition Services Agreement**” has the meaning given to such term in Section 7.4; and
- (ppppp) “**TSA Contracts**” has the meaning given to such term in Section 2.6.

1.2 Schedules

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

<u>Schedule</u>	<u>Description</u>
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 “Sandpider 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: (i) from the funds held by, or (ii) from the security held by the Toronto-Dominion Bank in connection with a letter of credit issued to, 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) *Non-Competes* – all rights under each Contract 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, irrespective of whether or not such Contract is a Transferred Contract; and
- (y) *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) *TSA Contracts* – all TSA Contracts;
- (h) *Assets Held by other Affiliates* – all properties, assets and rights held by the Sellers’ Affiliates (which Affiliates are not also Sellers);
- (i) *Shares* – securities held by the Sellers;
- (j) *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;
- (k) *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;

- (l) *Retainers* – all rights in respect of any retainers paid by the Sellers to professional service providers;
- (m) *Enbridge Deposits* - all rights of the Sellers in respect of (i) the funds held by, or (ii) the security held by the Toronto-Dominion Bank in connection with a letter of credit issued to, Enbridge Gas Distribution Inc., in connection with a former billing arrangement that ended on or about October 31, 2024;
- (n) *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
- (o) *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; and

- (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), and (i) if any Consent cannot be obtained, or (ii) if any Consent is determined to be required for the assignment of any Customer Contract to Buyer during the term of the Transition Services Agreement (collectively, the “**Consent Required Customer Contracts**”), to use commercially reasonable efforts to apply for and obtain an Assignment Order in respect of such Transferred Contracts and Permits in accordance with the terms hereof and the Transition Services Agreement, as applicable. To the extent assignable and transferable to the Buyer, all Transferred Contracts and Permits shall be assigned by the applicable Seller to the Buyer.
- (c) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer (i) any Purchased Asset (including any Transferred Contract) or any right thereunder if an attempted assignment or transfer, without the consent of a third Person, would, even after taking into account the effect of the Approval and Vesting Order and the Assignment Order, constitute an enforceable breach thereunder, or (ii) any Contracts identified in the Transition Services Agreement (collectively, the “**TSA Contracts**”).
- (d) Subject to and in accordance with the Transition Services Agreement, each Seller and the Buyer shall use commercially reasonable efforts to take all such action and do or cause to be done all such things as are reasonably necessary or proper in order that the obligations of each Seller under the TSA Contracts may be performed in such manner that the services provided thereunder continue to be made available to the Buyer.
- (e) From and after the Closing Date, each Seller shall, in accordance with the Transition Services Agreement, hold the Consent Required Customer Contracts, and all amounts collected by or paid to it in respect of any Consent Required Customer Contract, in trust for the benefit of the Buyer and shall promptly remit all such amounts to the Buyer.
- (f) Subject to and in accordance with the Transition Services Agreement, if, during the term of the Transition Services Agreement, the Buyer requests an order compelling the assignment or transfer of any TSA Contract after Closing pursuant to Section

11.3 of the CCAA or otherwise, such TSA Contract will be designated as a Purchased Asset hereunder and the Sellers will use their commercially reasonable efforts to apply for and obtain such an order. The Parties agree that, upon request of the Buyer, the applicable TSA Contracts shall be assigned by the applicable Seller to the Buyer without any further consideration when such assignment or transfer is permitted and shall constitute a Transferred Contract for the purposes of this Agreement from and after such assignment or transfer.

- (g) The Sellers and Buyer agree that any costs and expenses incurred by the Sellers in order to comply with a specific obligation under this Section 2.6 shall be payable subject to and in accordance with the Transition Services Agreement.

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 SISP.

- (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.
- (b) 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 constituting 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, if applicable, 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 or TSA 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, including the services in respect of the TSA Contracts set out in Section 2.6, 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 Prosperi
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 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

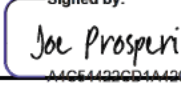
This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by scanned e-mail or internet 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:

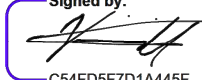
CROWN CREST CAPITAL MANAGEMENT CORP.; CROWN CREST FINANCIAL CORP.; CROWN CREST FUNDING CORP., in both its personal capacity and its capacity as trustee of the CROWN CREST CAPITAL TRUST; SIMPLY GREEN HOME SERVICES INC.; SIMPLY GREEN HOME SERVICES CORP.; HCSI HOME COMFORT INC. and HCSI HOME COMFORT 2 INC.

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

Signed by:

By: _____
Name: Joe Prospero
Title: Chief Restructuring Officer

BUYER:

1001363332 ONTARIO INC.

By:  Signed by:
C54ED5F7D1A445E...
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
1.	All Customer Contracts which, for greater certainty, does not include any Opted Out Customer Contracts.
2.	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.
3.	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.
4.	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.
5.	The CLA Release Agreement.
6.	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.

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. 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.
2. CLA Release Agreement.
3. Lease dated October 21, 2019 between Simply Green Home Services Inc., Dorsay Development Corporation and ONTARI Holdings Ltd., as landlord, as amended pursuant to an amendment dated November 20, 2024, as the same may be amended, amended and restated or supplemented from time to time.

This is Exhibit "B" referred to in the Affidavit of Marleigh Dick affirmed by Marleigh Dick at the City of Toronto, in the Province of Ontario, before me on November 9, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Clau B.", written in a cursive style.

Commissioner for Taking Affidavits (or as may be)

AMENDED AND RESTATED 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~~November 8, 2025

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of ~~Oetober~~November 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.

G. The Sellers and the Buyer entered into an asset purchase agreement on October 8, 2025 and wish to amend and restate it on the terms set out 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 Amended and Restated 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;~~

- (aa) ~~(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;
- (bb) **“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;
- (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) [“**Consent Required Customer Contracts**” has the meaning given to such term in Section 2.6\(b\);](#)
- (ll) ~~(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;
- (mm) ~~(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;
- (nn) ~~(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;
- (oo) ~~(nn)~~ “**Court**” has the meaning given to such term in Recital B;

- (pp) ~~(oo)~~ “**Court Approval**” means the issuance of the Approval and Vesting Order by the Court;
- (qq) ~~(pp)~~ “**Court Orders**” has the meaning given to such term in Section 8.1(a);
- (rr) ~~(qq)~~ “**CRO**” has the meaning given to such term in Recital B;
- (ss) ~~(rr)~~ “**Crown Crest Entities**” means CC Management, CC Financial, CC Funding, CC Trust, Old Simply Green and New Simply Green;
- (tt) ~~(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;
- (uu) ~~(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;
- (vv) ~~(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;
- (ww) ~~(vv)~~ “**Customer Notice**” has the meaning given to such term in Section 7.11;
- (xx) ~~(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);
- (yy) ~~(xx)~~ “**Cut-Off Date**” means November 15, 2025;
- (zz) ~~(yy)~~ “**Cut-Off Time**” means 12:00 a.m. EST on the Cut-Off Date;
- (aaa) ~~(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;

- (bbb) ~~(aaa)~~ “**Deposit**” has the meaning given to such term in Section 3.2(a);
- (ccc) ~~(bbb)~~ “**DIP Lender**” has the meaning given to such term in the ARIO;
- (ddd) ~~(eee)~~ “**Disclosed Personal Information**” has the meaning given to such term in Section 11.2(a);
- (eee) ~~(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;
- (fff) ~~(eee)~~ “**Employees**” means all current employees of the Sellers;
- (ggg) ~~(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;
- (hhh) ~~(ggg)~~ “**Equity Commitment Letter**” means the equity commitment from Basalt to the Buyer delivered on the date hereof;
- (iii) ~~(hhh)~~ “**ETA**” means Part IX of the *Excise Tax Act* (Canada);
- (jjj) ~~(iii)~~ “**Excluded Assets**” has the meaning given to such term in Section 2.2;
- (kkk) ~~(jjj)~~ “**Excluded Contracts**” has the meaning given to such term in Section 2.2(a);
- (lll) ~~(kkk)~~ “**Excluded Liabilities**” has the meaning given to such term in Section 2.4;

(mmm) ~~(III)~~ “**Excluded Policies**” has the meaning given to such term in Section 2.1(n);

(nnn) ~~(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;

(ooo) ~~(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;

(ppp) ~~(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;

(qqq) ~~(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;

(rrr) ~~(qqq)~~ “**HCSI 1**” has the meaning given to such term in the preamble to this Agreement;

(sss) ~~(rrr)~~ “**HCSI 2**” has the meaning given to such term in the preamble to this Agreement;

(ttt) ~~(sss)~~ “**HCSI Entities**” has the meaning given to such term in Recital C;

(uuu) ~~(ttt)~~ “**including**” and “**includes**” shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”;

(vvv) ~~(uuu)~~ “**Initial Order**” has the meaning given to such term in Recital B;

- (www) ~~(www)~~ “**Intellectual Property**” has the meaning given to such term in Section 2.1(i);
- (xxx) ~~(www)~~ “**Inventory**” has the meaning given to such term in Section 2.1(d);
- (yyy) ~~(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;
- (zzz) ~~(yyy)~~ “**Licences**” has the meaning given to such term in Section 2.1(m);
- (aaa) ~~(zzz)~~ “**Monitor**” has the meaning given to such term in Recital B;
- (bbb) ~~(aaa)~~ “**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;
- (ccc) ~~(bbb)~~ “**New Simply Green**” has the meaning given to such term in the preamble to this Agreement;
- (ddd) ~~(eee)~~ “**NOI Proceedings**” has the meaning given to such term in Recital C;
- (eee) ~~(ddd)~~ “**Non-Party Affiliates**” has the meaning given to such term in Section 11.5;
- (fff) ~~(eee)~~ “**Old Simply Green**” has the meaning given to such term in the preamble to this Agreement;
- (ggg) ~~(fff)~~ “**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;
- (hhh) ~~(ggg)~~ “**ordinary course of the Business**” means ordinary course of the Business having regard to the Sellers’ current financial condition and the CCAA Proceedings;
- (iii) ~~(hhh)~~ “**Outside Date**” means December 31, 2025;
- (jjj) ~~(iii)~~ “**Parties**” means the Sellers and the Buyer collectively, and “**Party**” means any one of the Sellers or the Buyer;

(kkkk) ~~(jjj)~~ “**Permits**” has the meaning given to such term in Section 2.1(l);

(llll) ~~(kkk)~~ “**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;

(mmmm) ~~(lll)~~ “**Personal Information**” means information in the possession or under the control of the Sellers about an identifiable individual;

(nnnn) ~~(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;

(oooo) ~~(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;

(pppp) ~~(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;

(qqqq) ~~(pppp)~~ “**PTC**” has the meaning given to such term in Recital B;

(rrrr) ~~(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;

(ssss) ~~(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;

(tttt) ~~(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;

(uuuu) ~~(###)~~ “**Purchase Price**” has the meaning given to such term in Section 3.1;

(vvvv) ~~(uuuu)~~ “**Purchased Assets**” has the meaning given to such term in Section 2.1;

(wwwv) ~~(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;

(xxxx) ~~(wwwv)~~ “**Representative Plaintiffs**” means Alga Adina Bonnick, Goran Stoilov Donev, and Sarah-Jane Shaw;

(yyyy) ~~(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;

(zzzz) ~~(yyyy)~~ “**SARIO**” has the meaning given to such term in Recital C;

(aaaa) ~~(zzzz)~~ “**Seller**” and “**Sellers**” have the meaning given to such terms in the preamble to this Agreement;

(bbbb) ~~(aaaa)~~ “**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;

(cccc) ~~(bbbb)~~ “**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;

(dddd) ~~(eeee)~~ “**SISP**” has the meaning given to such term in Recital D;

(eeee) ~~(dddd)~~ “**Successful Bid**” has the meaning given to such term in the SISP;

(fffff) ~~(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;

(ggggg) ~~(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;

(hhhhh) ~~(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;

(iiii) ~~(hhhh)~~ “**Tax Act**” means the *Income Tax Act* (Canada), and any other similar statute enacted by the provinces or territories of Canada;

(jjjj) ~~(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;

(kkkkk) ~~(jjjj)~~ “**Taxing Authority**” means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection or other imposition of any Tax;

(llll) ~~(kkkk)~~ “**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;

(mmmmm) ~~(llll)~~ “**Transfer Taxes**” has the meaning given to such term in Section 7.7(c);

(nnnnn) ~~(mmmmm)~~ “**Transferred Contracts**” means collectively, the Contracts listed on Schedule 2.1(g); and any TSA Contract that is assigned or transferred to the Buyer after Closing in accordance with 2.6;

(ooooo) ~~(nnnnn)~~ “**Transition Services Agreement**” has the meaning given to such term in Section 7.4; and

(ppppp) “TSA Contracts” has the meaning given to such term in Section 2.6.

1.2 Schedules

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

<u>Schedule</u>	<u>Description</u>
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: (i) from the funds held by, or (ii) from the security held by the Toronto-Dominion Bank in connection with a letter of credit issued to, 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) *Non-Competes* – all rights under each Contract 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, irrespective of whether or not such Contract is a Transferred Contract; and
- (y) ~~(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) [TSA Contracts – all TSA Contracts;](#)
- (h) ~~(g)~~ *Assets Held by other Affiliates* – all properties, assets and rights held by the Sellers’ Affiliates (which Affiliates are not also Sellers);
- (i) ~~(h)~~ *Shares* – securities held by the Sellers;
- (j) ~~(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;
- (k) ~~(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;
- (l) ~~(k)~~ *Retainers* – all rights in respect of any retainers paid by the Sellers to professional service providers; ~~and~~
- (m) ~~(l)~~ *Enbridge Deposits* - all rights of the Sellers in respect ~~any of (i) the~~ funds held by, [or \(ii\) the security held by the Toronto-Dominion Bank in connection with a](#)

letter of credit issued to, Enbridge Gas Distribution Inc., in connection with a former billing arrangement that ended on or about October 31, 2024;

- (n) ~~(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
- (o) ~~(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; [and](#)
- (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 (i) if any Consent cannot be obtained, or (ii) if any Consent is determined to be required for the assignment of any Customer Contract to Buyer during the term of the Transition Services Agreement (collectively, the “Consent Required Customer Contracts”), 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~~ in accordance with the terms hereof and the Transition Services Agreement, as applicable. To the extent assignable and transferable to the Buyer, all Transferred Contracts and Permits shall be assigned by the applicable Seller to the Buyer.
- (c) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer (i) any Purchased Asset (including any Transferred Contract) or any right thereunder if an attempted assignment or transfer, without the consent of a third Person, would, even after taking into account the effect of the Approval and Vesting Order and the Assignment Order, constitute an enforceable breach thereunder, or (ii) any Contracts identified in the Transition Services Agreement (collectively, the “TSA Contracts”).
- (d) Subject to and in accordance with the Transition Services Agreement, each Seller and the Buyer shall use commercially reasonable efforts to take all such action and do or cause to be done all such things as are reasonably necessary or proper in order that the obligations of each Seller under the TSA Contracts may be performed in such manner that the services provided thereunder continue to be made available to the Buyer.
- (e) From and after the Closing Date, each Seller shall, in accordance with the Transition Services Agreement, hold the Consent Required Customer Contracts, and all amounts collected by or paid to it in respect of any Consent Required Customer Contract, in trust for the benefit of the Buyer and shall promptly remit all such amounts to the Buyer.
- (f) Subject to and in accordance with the Transition Services Agreement, if, during the term of the Transition Services Agreement, the Buyer requests an order compelling the assignment or transfer of any TSA Contract after Closing pursuant

to Section 11.3 of the CCAA or otherwise, such TSA Contract will be designated as a Purchased Asset hereunder and the Sellers will use their commercially reasonable efforts to apply for and obtain such an order. The Parties agree that, upon request of the Buyer, the applicable TSA Contracts shall be assigned by the applicable Seller to the Buyer without any further consideration when such assignment or transfer is permitted and shall constitute a Transferred Contract for the purposes of this Agreement from and after such assignment or transfer.

- (g) The Sellers and Buyer agree that any costs and expenses incurred by the Sellers in order to comply with a specific obligation under this Section 2.6 shall be payable subject to and in accordance with the Transition Services Agreement.

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 SISP.

- (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.
- (b) 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, if applicable, 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 [or TSA 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~~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, including the services in respect of the TSA Contracts set out in Section 2.6, 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: _____
Name:
Title:

BUYER:

1001363332 ONTARIO INC.

By: _____

Name:

Title:

SCHEDULE 1.1(z)

Form of CLA Release Agreement

SCHEDULE 2.1(g)

Transferred Contracts

#	Description of Agreement
<u>1.</u>	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.
<u>2.</u>	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.
<u>3.</u>	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.
<u>4.</u>	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.
<u>5.</u>	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. <u>The CLA Release Agreement.</u>
<u>6.</u>	Sales Order <u>Lease dated October 21, 2019</u> between Simply Green Home Services Inc. and Automatic Data Processing, Inc., effective October 7, 2020, as may be supplemented, amended, <u>, 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</u> restated or replaced <u>supplemented</u> 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 Answerforee.
	Any Contract with Formstack.
	Any Contract with Podium.
	<u>The CLA Release Agreement.</u>

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. 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.
2. ~~1. Customer Contracts~~ CLA Release Agreement.
- ~~2. Master Services Agreement between Simply Group and One Contact Canada Inc., effective April 1, 2023.~~
3. Lease dated October 21, 2019 between Simply Green Home Services Inc., Dorsay Development Corporation and ONTARI Holdings Ltd., as landlord, as amended pursuant to an amendment dated November 20, 2024, as the same may be amended, amended and restated or supplemented from time to time.
- ~~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.~~

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 MARLEIGH DICK

OSLER, HOSKIN & HARCOURT LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcavarusos@osler.com

Lawyers for KPMG Inc., in its capacity as Monitor

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD OF THE MONITOR
(Approval and Vesting Order, Assignment Order and
Stay Extension Order)**

OSLER, HOSKIN & HARCOURT LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Counsel to KPMG Inc., in its capacity as Monitor