

**SUPPLEMENT TO THE TENTH REPORT OF KPMG INC. IN ITS
CAPACITY AS MONITOR OF CROWN CREST CAPITAL
MANAGEMENT CORP., CROWN CREST FINANCIAL CORP., CROWN
CREST FUNDING CORP., SIMPLY GREEN HOME SERVICES INC.,
SIMPLY GREEN HOME SERVICES CORP., CROWN CREST CAPITAL
TRUST, HCSI HOME COMFORT INC. AND HCSI HOME COMFORT 2
INC.**

DECEMBER 16, 2025

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

PEOPLES TRUST COMPANY

Applicant

AND

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

Respondents

**SUPPLEMENT TO THE TENTH REPORT OF KPMG INC.
IN ITS CAPACITY AS MONITOR**

DECEMBER 16, 2025

I. INTRODUCTION

1. On December 12, 2025, KPMG Inc. (“**KPMG**”) delivered its tenth report (the “**Tenth Report**”) in its capacity as Court-appointed Monitor (in such capacity, the “**Monitor**”) of Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Trust, HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc. (collectively, the “**Debtors**”) in the within CCAA proceedings (the “**CCAA Proceedings**”), with respect to a motion to be heard by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on December 18, 2025 (the “**December 18 Motion**”) for a distribution order and certain ancillary relief (the “**Distribution Order**”).
2. This report (the “**Supplementary Report**”) supplements the Tenth Report, a copy of which is attached hereto (without appendices) as **Appendix “A”**.
3. Copies of materials and documents filed in connection with the CCAA Proceedings are available on the Monitor’s website at kpmg.com/ca/crowncrest (the “**Case Website**”). Copies of materials and documents filed in connection with the NOI Proceedings (as defined in the Tenth Report) were also made available on the Case Website. In addition, KPMG has arranged for a toll-free hotline at 1-833-668-6400 and an email address at crowncrest@kpmg.ca through which creditors of the Debtors can make inquires related to the CCAA Proceedings.

II. PURPOSE OF SUPPLEMENTARY REPORT

4. The purpose of this Supplementary Report is to provide the Court with supplemental information pertaining to the relief sought at the December 18 Motion, primarily being details on the closing of the Transaction and the quantum of the PTC Distribution (as defined in the Tenth Report).

III. TERMS OF REFERENCE

5. In preparing this Supplementary Report, KPMG has relied solely on information and documents provided to it by the Debtors, the CRO, and their respective advisors, including

unaudited, draft and/or internal financial information, financial projections prepared by the Debtors, and discussions with management of the Debtors, and the CRO (collectively, the “**Information**”). In accordance with industry practice, except as otherwise described in the Supplementary Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the Chartered Professional Accountant of Canada Handbook and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

6. All capitalized terms not otherwise defined herein have the meanings given to them in the Tenth Report.
7. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

IV. UPDATE ON THE TRANSACTION

8. As described in the Tenth Report, in connection with entering into the APA, the Debtors and the Buyer agreed that a portion of the Cash Purchase Price from the Transaction would be held in escrow by KPMG, in its capacity as Escrow Agent, pending the cancellation of the Remaining Leases pursuant to an Escrow Agreement, substantially in the form attached as Appendix “A” to the Tenth Report. Subsequent to the filing of the Tenth Report, KPMG, in its capacity as Escrow Agent, and the Buyer finalized and executed the Escrow Agreement on December 15, 2025, a copy of which is attached hereto as **Appendix “B”**.
9. The Transaction was completed on December 15, 2025, and, in accordance with paragraph 7 of the Approval and Vesting Order granted by the Court on November 10, 2025, a copy of the Monitor’s certificate in connection with the Transaction was filed with the Court and delivered to the service list in the CCAA Proceedings on December 16, 2025. A copy of the Monitor’s certificate dated December 15, 2025 is attached hereto as **Appendix “C”**.

10. The Cash Purchase Price under the Transaction on Closing was \$194,317,120.94, based on a base purchase price of \$195 million and an approximate \$0.7 million purchase price adjustment relating to the net cash paid to PTC during the period from July 31, 2025 up to and including November 15, 2025 exceeding \$10.6 million. Pursuant to the Escrow Agreement, \$2 million of the Cash Purchase Price is to be held by the Escrow Agent pending cancellation of the Remaining Leases in accordance with section 7.2(b) of the Settlement Agreement.

VI. DISTRIBUTIONS AND OTHER PAYMENTS

11. As detailed in the Tenth Report, the proposed Distribution Order authorizes and empowers the Monitor to make the PTC Distribution, for and on behalf of the Debtors, from the cash amounts held by the Debtors following the closing of the Transaction, without further order of the Court, in connection with the PTC Indebtedness. As at December 15, 2025, the PTC Indebtedness totaled approximately \$262.1 million.

12. As soon as practical following issuance of the Distribution Order, if approved by the Court, the Monitor intends to make the PTC Distribution in an amount totaling \$175 million as detailed in the table below:

PTC Distribution	
	Cash (\$)
Base purchase price	195,000,000
Less:	
Excess cash sweeps	(682,879)
Escrow Amount	(2,000,000)
Sale Proceeds Available for Distribution	192,317,121
<u>Holdbacks</u>	
Transaction KERPs	(790,113)
CIBC Completion Fee	(2,443,625)
CRO Success Fee	(2,203,500)
Administration Reserve	(1,500,000)
CRA Reserve	(975,948)
Post-Filing Accrued and Unpaid Amounts Reserve deficit	(1,766,790)
General Reserve	(7,637,145)
Total Holdbacks	(17,317,121)
PTC Distribution	175,000,000

13. As described in the Tenth Report, the amount of the PTC Distribution is substantially all of the available proceeds received upon closing of the Transaction, less the Escrowed Cash, and less a holdback of approximately \$17.3 million (the “**Holdback**”). In the view of the Monitor, the Holdback will ensure there will be sufficient liquidity remaining in the estate following the PTC Distribution. The Holdback, which has been reviewed and consented to by PTC, shall be on account of the following:
- (a) transaction-related expenses in respect of the KERP, the Completion Fee Payment and the Success Fee Payment totalling approximately \$5.4 million;
 - (b) an estimated administration reserve to wind-down the CCAA Proceedings post-closing of the Transaction in the amount of \$1.5 million;
 - (c) a CRA reserve pending the results of a CRA GST / HST audit in relation to post-filing input tax credits for 2023 that are subject to appeal by the Debtors;
 - (d) a reserve to fund any potential shortfall in the Post-Filing Accrued and Unpaid Amounts Reserve pursuant to the APA, which is currently estimated at approximately \$1.8 million; and
 - (e) a reserve with respect to certain amounts potentially owing to employees of the Simply Green Debtors in respect of outstanding wages, vacation pay and/or other amounts that could be entitled to a priority claim pursuant to the BIA, and a more general reserve for any unforeseen circumstances and/or unexpected expenses, cumulatively totaling approximately \$7.6 million.
14. As noted in the Tenth Report, in addition to the PTC Distribution, the Monitor intends to make the following payments from the Holdback upon issuance of the proposed Distribution Order, subject to this Court’s approval:
- (a) payment to the Debtors in the amount of \$790,113 to fund the KERP payments (inclusive of payroll remittances);

- (b) payment of the Completion Fee in the amount of \$2,443,625 to the Sales Agent in accordance with the CIBC Engagement Letter (inclusive of GST / HST); and
 - (c) payment of the Success Fee to the CRO in the amount of \$2,203,500 in accordance with the Fifth CRO Amendment (inclusive of GST / HST).
15. A redacted copy of the CIBC Engagement Letter was attached to the Joint Report of the Monitor dated May 26, 2025 (the “**Joint Report**”) as Appendix “L” and is attached hereto for reference as **Appendix “D”**. An unredacted copy of the CIBC Engagement Letter was attached to the Joint Report as Confidential Appendix “M” and is attached hereto for reference as **Confidential Appendix “E”**. As described in the Tenth Report, the CIBC Engagement Letter was sealed by the Court pursuant to the SARIO and will be provided separately to the Court on a confidential basis for purposes of this motion.
 16. A copy of the Fifth CRO Amendment was attached to the Joint Report as Confidential Appendix “R” and is attached hereto for reference as **Confidential Appendix “F”**. As described in the Tenth Report, the Fifth CRO Amendment was sealed by the Court pursuant to the SARIO and will be provided separately to the Court on a confidential basis for purposes of this motion.
 17. PTC consents to the amount of the PTC Distribution and the proposed additional payments from the Holdback to the Sales Agent and the CRO.
 18. The Monitor intends to come back to Court to seek subsequent distributions to PTC from amounts remaining in the Holdback, subject to maintaining sufficient reserves, for the administration of the CCAA Proceedings. The timing and quantum of those subsequent distributions to PTC are currently uncertain and subject to the satisfactory completion of certain matters, including but not limited to, attending to post-closing matters relating to the Transaction, disbursing the Post-Filing Accrued and Unpaid Amounts Reserve pursuant to the APA and other post-filing amounts due in the ordinary course, the CRA GST / HST audit appeal and outcome of same, and the wind-down of the CCAA Proceedings.

VII. MONITOR’S RECOMMENDATIONS

19. For the reasons set out in the Tenth Report and this Supplementary Report, the Monitor respectfully recommends that the Court approve the relief sought in the proposed Distribution Order.

All of which is respectfully submitted this 16th day of December, 2025.

KPMG Inc.

**In its capacity as the Monitor of Crest Capital Management Corp., Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Trust, HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc.
and not in its personal or corporate capacity**

Per:



Pritesh Patel
CIRP, LIT
Senior Vice President



Tim Montgomery
CIRP, LIT
Senior Vice President

APPENDIX “A”

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

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

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

DECEMBER 12, 2025

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

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

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

PEOPLES TRUST COMPANY

Applicant

AND

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

Respondents

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

December 12, 2025

I. INTRODUCTION

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

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

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

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

10. On May 23, 2025, HCSI Home Comfort Inc. (“**HCSI 1**”) and HCSI Home Comfort 2 Inc. (“**HCSI 2**” and together with HCSI 1, the “**HCSI Entities**”), two joint venture partners of the Simply Green Debtors who, prior to the Initial Order Date, originated the majority of the Simply Green Debtors’ “residential new construction” business, filed Notices of Intention to Make a Proposal pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) (the “**NOI Proceedings**”) bearing court file number BK-25-03226766-0031 and estate/court file no. 31-3226766, and court file number BK-25-03226764-0031 and estate/court file no. 31-3226764, respectively. KPMG was named as the proposal trustee (the “**Proposal Trustee**”) in the NOI Proceedings.
11. On May 26, 2025, KPMG, in its capacities as the Monitor of the Simply Green Debtors, Proposal Trustee of the HCSI Entities and proposed Monitor of the HCSI Entities, issued a report (the “**Joint Report**”) seeking the following Orders which were granted by the Court on June 2, 2025:
 - (a) the Second Amended and Restated Initial Order (the “**SARIO**”) which, among other things:
 - (i) declared that the CCAA applies to the HCSI Entities (together with the Simply Green Debtors, the “**Debtors**”);
 - (ii) authorized the NOI Proceedings to be taken up and continued under the CCAA and consolidated with the CCAA Proceedings;
 - (iii) approved the monthly fee payable to the CRO of \$65,000 per month pursuant to the Fifth CRO Amendment, the Success Fee, and the sealing of the unredacted Fifth CRO Amendment (each as defined herein);
 - (iv) approved the engagement of Canadian Imperial Bank of Commerce (“**CIBC**”) as sales agent (the “**Sales Agent**”) in respect of the SISP (as defined herein), including the Sales Agent Work Fee, the Completion Fee, the First Amendment to the CIBC Engagement Letter, the granting of the

- Sales Agent Charge, and sealing of the unredacted CIBC Engagement Letter (each as defined herein);
- (v) approved the terms of a fifth amendment to the DIP Term Sheet (attached as Appendix E to the Supplement to the Joint Report dated May 30, 2025) and an amendment to paragraph 44 of the SARIO to increase the maximum borrowings permitted under the DIP Facility to \$38.6 million, and approved a joinder to the DIP Term Sheet to add the HCSI Entities as obligors under the DIP Term Sheet;
 - (vi) approved an amendment to paragraph 36 of the SARIO to expand the CRO Powers (as defined in the SARIO) to authorize the CRO to effect corporate filings of the Debtors, as may be required, and to clarify that the CRO Powers include the authority to execute agreements on behalf of Debtors in connection with the SISP;
 - (vii) approved the key employee retention plan for up to a maximum aggregate amount of \$775,000 (the “**KERP**”); and
 - (viii) extended the Stay of Proceedings to and including October 31, 2025;
- (b) an Order (the “**SISP Approval Order**”), among other things, approving the sale and investment solicitation process (the “**SISP**”) in respect of the Debtors’ Business and Property, approving the actions, activities and conduct of the Monitor referred to in the Fifth Report, the Sixth Report and the Joint Report, and approving the fees and disbursements of the Monitor and its counsel for the period from August 1, 2024 to April 30, 2025; and
- (c) Orders under the BIA, among other things, discharging the Proposal Trustee, approving the fees and disbursements of the Proposal Trustee in an amount not to exceed \$15,000 for each of HCSI 1 and HCSI 2, approving the activities and conduct of the Proposal Trustee and terminating the NOI Proceedings.

12. The Monitor, the CRO and the Sales Agent conducted the SISP in accordance with the SISP Approval Order over the summer and early fall of 2025.
13. On October 27, 2025, the Court issued an Order (the “**Sixth Stay Extension Order**”), among other things: (a) extending the Stay of Proceedings to and including December 20, 2025; and (b) approving the Sixth DIP Amendment (as defined in and attached to the eighth report of the Monitor dated October 21, 2025 (the “**Eighth Report**”)), including the extension of the maturity date to December 20, 2025.
14. On November 3, 2025, KPMG issued a report (the “**Ninth Report**”), which, among other things, provided the Court with information pertaining to a transaction that resulted from the SISP (the “**Transaction**”) between the Debtors, as sellers, and 1001363332 Ontario Inc. (the “**Buyer**”), as buyer, for the sale of the Purchased Assets (as defined in the Ninth Report) pursuant to an amended and restated asset purchase agreement dated November 8, 2025 (the “**APA**”), and sought the following Orders which were granted by the Court on November 10, 2025:
 - (a) the “**Approval and Vesting Order**” which, among other things,
 - (i) approved the Transaction and the APA and authorized the Debtors to take such steps as necessary to complete the Transaction;
 - (ii) vested in the Buyer, as at the Closing Date (as defined herein), all of the Debtors’ right, title and interest in and to the Purchased Assets, free and clear of and from any and all security interests, hypothecs, mortgages, trusts or deemed trusts, liens, executions, levies, charges or other financial or monetary claims (except as contemplated by the APA and Approval and Vesting Order); and
 - (iii) sealing Confidential Appendix “1” to the Ninth Report, being an unredacted copy of the APA, until the Closing Date, and Confidential Appendix “2” to the Ninth Report, being a summary of the four (4) Phase 2 Bids received in the SISP, until the Closing Date;

- (b) the “**Assignment Order**”, which among other things, assigned to the Buyer the rights and obligations of the Debtors under certain Transferred Contracts (as defined in the APA) pursuant to section 11.3 of the CCAA, subject to the terms thereof; and
 - (c) the “**Seventh Stay Extension Order**” which, among other things,
 - (i) approved the actions, activities and conduct of the Monitor referred to in the Eighth Report and the Ninth Report;
 - (ii) approved the fees and disbursements of the Monitor and its counsel, Osler, for the period from May 1, 2025 to September 30, 2025; and
 - (iii) extended the Stay of Proceedings to and including April 30, 2026.
15. The Monitor has previously provided the Court with eleven reports (including the Pre-Filing Report and the Supplement to the Joint Report).
16. Copies of materials and documents filed in connection with the CCAA Proceedings are available on the Monitor’s website at kpmg.com/ca/crowncrest (the “**Case Website**”). Copies of materials and documents filed in connection with the NOI Proceedings were also made available on the Case Website. In addition, KPMG has arranged for a toll-free hotline at 1-833-668-6400 and an email address at crowncrest@kpmg.ca through which creditors of the Debtors can make inquires related to the CCAA Proceedings.

II. PURPOSE OF REPORT

17. The purpose of this report (the “**Tenth Report**”) is to provide the Court with information pertaining to:
- (a) an overview of the activities of the Debtors, under the stewardship of the CRO and supervision of the Monitor, since the issuance of the Ninth Report, including the Debtors’ progress in closing the Transaction;

- (b) the Debtors' reported receipts and disbursements for the period from October 26, 2025 to December 6, 2025 (the "**October 26 Cash Flow Forecast**"), including a comparison of reported to forecasted results;
- (c) the Monitor's motion requesting, for and on behalf of the Debtors, that the Court issue an Order (the "**Distribution Order**"), among other things,
 - (i) authorizing and empowering the Monitor to make the following distributions and payments, for and on behalf of the Debtors, from cash amounts held by the Debtors following the Closing Date (defined in the APA as December 15, 2025 or such other date as the parties to the APA, the Monitor and the DIP Lender may agree in writing, acting reasonably) without further order of the Court:
 - (A) a distribution to PTC in an amount to be disclosed to the Service List in the Supplemental Report (as defined herein) following the Closing Date, as a permanent and indefeasible payment of the Respondents' obligations to PTC in connection with the PTC Indebtedness (as defined herein) (the "**PTC Distribution**");
 - (B) the Completion Fee Payment to the Sales Agent in accordance with the CIBC Engagement Letter; and
 - (C) the Success Fee Payment, in accordance with the CRO Engagement Letter;
 - (ii) authorizing and empowering the Monitor to act as Escrow Agent (as defined herein) for the sole purpose of accepting, holding and disbursing the Escrowed Cash (as defined herein) in accordance with the Escrow Agreement (as defined herein), and in its capacity as Escrow Agent, to retain and release the Escrowed Cash, in accordance with and subject to the terms of the Escrow Agreement or by further order of the Court; and
 - (iii) amending the style of cause in the CCAA Proceedings.

18. In preparing this Tenth Report, KPMG has relied solely on information and documents provided to it by the Debtors, the CRO, and their respective advisors, including unaudited, draft and/or internal financial information, financial projections prepared by the Debtors, and discussions with management of the Debtors, and the CRO (collectively, the “**Information**”). In accordance with industry practice, except as otherwise described in the Tenth Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
19. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

III. ACTIVITIES OF THE DEBTORS AND THE CRO SINCE THE NINTH REPORT

20. The CRO, with the assistance of the Monitor, has performed various activities in respect of the Debtors since the date of the Ninth Report, including the following activities:
- (a) working with the parties in preparing for the closing of the Transaction, including working with the Monitor to negotiate the terms of the Transition Services Agreement (“**TSA**”); and
 - (b) operating the day-to-day business of the Debtors.

IV. ACTIVITIES OF THE MONITOR SINCE THE DATE OF THE NINTH REPORT

21. Since the date of the Ninth Report, the Monitor’s activities have included:
- (a) monitoring the Debtors’ cash flows and reviewing analyses on variances to the Debtors’ cash flow forecast;

- (b) corresponding and communicating with the DIP Lender and its counsel in respect of the Debtors' cash flows and other matters relating to the CCAA Proceedings;
- (c) assisting the Debtors and the CRO with their communications with stakeholders including employees, vendors, key partners and creditors;
- (d) corresponding and communicating with the director of the HCSI Entities and the HCSI Entities' counsel in respect of the Transaction, the proposed Distribution Order, and other matters relating to the CCAA Proceedings;
- (e) with the assistance of the Monitor's legal counsel, continuing to engage and respond to information requests from Class Counsel in the Bonnick Action relating to the Transaction and the within motion;
- (f) working with the parties in preparing for the closing of the Transaction, including negotiating the terms of the TSA and the Escrow Agreement on behalf of the Debtors;
- (g) taking steps to prepare name changes for the Debtors in accordance with the authorization provided in the Approval and Vesting Order, which name changes will not become effective until after the closing of the Transaction;
- (h) discussions with PTC regarding the quantum and timing of the PTC Distribution and quantum of the Holdback (as defined herein); and
- (i) with the assistance of the Monitor's legal counsel, preparing this Tenth Report and the motion materials for the Distribution Order.

VI. DISTRIBUTIONS AND OTHER PAYMENTS

22. PTC is the principal source of secured financing for the Simply Green Debtors. As described in the Monitor's prior reports, in addition to being the DIP Lender under the DIP Facility, the Simply Green Debtors have entered into three warehouse loan agreements and secured debenture facilities with PTC (collectively, the "**Loan Agreements**"). The Simply Green Debtors have also entered into a number of Concurrent Lease Agreements ("**CLAs**") with PTC pursuant to which PTC acquired certain rights as lessee and all beneficial title

and ownership interests, as concurrent lessee, in respect of each Lease relating to the Leased Assets (each as defined in the CLAs), for specific portfolios of consumer rental agreements.

23. One of the conditions to closing under the APA is that the Debtors shall deliver to the Buyer an executed CLA Release Agreement. Pursuant to the CLA Release Agreement, PTC terminates the concurrent leases under the CLAs (but not the CLAs themselves), and assigns, transfers, releases, relinquishes, vests in and quitclaims unto the applicable Debtors, on an “as is, where is” basis, all of PTC’s right, title and interest in, to and in connection with the CLA Interests (as defined in the CLAs), and the applicable Debtors purchase and accept directly from PTC, the interest of PTC in and to the CLA Interests, in consideration of the acknowledgement by the Debtors of the outstanding secured indebtedness owing by the Debtors to PTC (the “**Acknowledged Debt**”) under Section 4 of the CLA Release Agreement and their agreement to pay the Acknowledged Debt.
24. The amounts outstanding under the DIP Facility, the Loan Agreements and the Acknowledged Debt in connection with the CLAs are referred to collectively herein as the “**PTC Indebtedness**” and total approximately \$261.7 million as at December 6, 2025.
25. As reported earlier in the CCAA Proceedings, Osler conducted a review of the security granted pursuant to general security agreements between PTC and each of CC Management Co., Crown Crest Financial Corp., Crown Crest Funding Corp. in its capacity as trustee of Crown Crest Capital Trust, Simply Green Home Services Inc. and Simply Green Home Services Corp. with respect to the Provinces of Ontario, British Columbia and Alberta, and its local provincial agents with respect to the Provinces of Saskatchewan, Manitoba, Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador. Osler and its local agents provided the Monitor with written opinions that, subject to the qualifications, assumptions, limitations and discussions therein, such security constitutes valid and enforceable security and creates a valid security interest, and that the necessary registrations have been made in the applicable Canadian provinces in order to perfect or evidence such security.

26. The Monitor therefore seeks the proposed Distribution Order, authorizing and empowering the Monitor, to make the PTC Distribution, for and on behalf of the Debtors, from the cash amounts held by the Debtors following the Closing Date of the Transaction, without further order of the Court, in connection with the PTC Indebtedness.
27. As soon as practical following issuance of the Distribution Order, if approved by the Court, the Monitor intends to make the PTC Distribution. The amount of the PTC Distribution shall be substantially all of the available proceeds received upon closing of the Transaction, save and except a holdback of approximately \$17.3 million (the “**Holdback**”). The Holdback shall be on account of the following:
- (a) transaction-related expenses in respect of the KERP, the Completion Fee Payment and the Success Fee Payment (as discussed below);
 - (b) an estimated administration reserve to wind-down the CCAA Proceedings post-closing of the Transaction in the amount of \$1.5 million;
 - (c) a reserve with respect to certain amounts potentially owing to employees of the Simply Green Debtors in respect of outstanding wages, vacation pay and/or other amounts that could be entitled to a priority claim pursuant to the BIA;
 - (d) a Canada Revenue Agency (“**CRA**”) reserve pending the results of a CRA GST / HST audit in relation to post-filing input tax credits that are subject to appeal by the Debtors;
 - (e) a reserve to fund any potential shortfall in the Post-Filing Accrued and Unpaid Amounts Reserve pursuant to the APA; and
 - (f) a general reserve for any unforeseen circumstances.
28. In the view of the Monitor, the Holdback will ensure that there is sufficient liquidity remaining in the estate following the PTC Distribution.

29. Upon payment of the PTC Distribution, the DIP Facility will be repaid, in full. Therefore, the proposed Distribution Order provides that upon the PTC Distribution being made, the DIP Lender's Charge (as defined in the SARIO) shall be automatically released and terminated without any further action.
30. Upon closing of the Transaction, which is currently anticipated to occur on December 15, 2025, the Monitor will file with the Court a supplemental report to this Tenth Report (the "**Supplemental Report**") providing details on the closing of the Transaction and the quantum of the PTC Distribution.
31. As described above, the SARIO approved the engagement of CIBC as the Sales Agent for the SISP, pursuant to an engagement letter between CIBC, HWS, PTC and the Monitor dated April 28, 2025 (the "**CIBC Engagement Letter**"). The CIBC Engagement Letter provided that the following fees be payable to the Sales Agent: (a) a monthly work fee during the term of the CIBC Engagement Letter (the "**Sales Agent Work Fee**") and (b) a base completion fee (the "**Completion Fee**") payable at the time of closing of any Proposed Transaction (as defined in the CIBC Engagement Letter). Following the SARIO being granted, CIBC, HWS, PTC and the Monitor entered into an amendment to the CIBC Engagement Letter (the "**First Amendment to the CIBC Engagement Letter**") to expand the agreement to include the HCSI Entities. The Transaction meets the definition of "Proposed Transaction" under the CIBC Engagement Letter and therefore, the Completion Fee is payable to the Sales Agent.
32. In accordance with the CIBC Engagement Letter, the SARIO granted a charge to the Sales Agent (the "**Sales Agent Charge**") in the maximum amount of \$3.5 million in respect of the Completion Fee and the Sales Agent's other fees and expenses under the CIBC Engagement Letter, which ranked junior to the other charges in the SARIO, as security for all amounts due to be paid to the Sales Agent pursuant to the CIBC Engagement Letter.
33. The SARIO also approved an amendment to the CRO Engagement Letter (the "**Fifth CRO Amendment**"), which, among other things, provided for a Success Fee (as defined in the Fifth CRO Amendment) payable to the CRO in relation to the proceeds arising from any

Restructuring Transaction (as defined in the Fifth CRO Amendment). The Transaction meets the definition of “Restructuring Transaction” under the Fifth CRO Amendment and therefore, the Success Fee is payable to the CRO.

34. Both the amount of the Completion Fee under the CIBC Engagement Letter and the amount of the Success Fee under the Fifth CRO Amendment were sealed pursuant to the SARIO pending further order of the Court.
35. Therefore, in addition to the PTC Distribution, the proposed Distribution Order authorizes and empowers the Monitor to make the following payments from the cash amounts held by the Debtors following the Closing Date of the Transaction:
 - (a) a payment to the Sales Agent in respect of the Completion Fee in accordance with the CIBC Engagement Letter (the “**Completion Fee Payment**”); and
 - (b) a payment to the CRO in respect of the Success Fee in accordance with the Fifth CRO Amendment (the “**Success Fee Payment**”).
36. The proposed Distribution Order provides that upon payment of all amounts owing to the Sales Agent under the CIBC Engagement Letter, including the Completion Fee Payment, the Sales Agent Charge shall be automatically released and terminated without any further action.

Escrow Agreement

37. On November 1, 2024, the Debtors, among other persons, entered into the Settlement Agreement, pursuant to which, *inter alia*, Leases (as defined in the Settlement Agreement) with an aggregate value of \$13.5 million would be cancelled in accordance with the terms and conditions thereunder. Pursuant to the Settlement Agreement, among other things, the Debtors agreed to cancel Leases with an aggregate value of \$13.5 million with the value of such Leases being the sum of all payments remaining to be made under the Leases, including payments already due and payable, in accordance with the process set out therein. As described above, the Court issued an Order, among other things, approving and giving effect as it relates to the Debtors, to the Settlement Agreement on April 4, 2025.

38. As at the date of this Tenth Report, the Monitor understands that Leases with an aggregate value of \$11.5 million were identified by PTC and have been cancelled by the Debtors. Leases with an aggregate value of up to \$2 million remain available for cancellation (the “**Remaining Leases**”) in accordance with section 7.2(b) of the Settlement Agreement.
39. In connection with the entering into of the APA, the Debtors and the Buyer agreed that a portion of the Cash Purchase Price (the “**Escrowed Cash**”) from the Transaction would be held in escrow by KPMG (in such capacity, the “**Escrow Agent**”) pending the potential cancellation of the Remaining Leases pursuant to an Escrow Agreement, substantially in the form attached hereto as **Appendix “A”** (the “**Escrow Agreement**”). The executed copy of the Escrow Agreement will be provided to the Court in the Supplemental Report in advance of the hearing for approval of the Distribution Order.
40. The key terms of the Escrow Agreement include the following (capitalized terms not otherwise defined have the meanings given to them in the Escrow Agreement):
- (a) On the Closing Date, the Escrow Agent shall retain from the Cash Purchase Price paid to it in its capacity as the Monitor, the Escrowed Cash, to be held in a non-interest bearing account and dealt with in accordance with the terms and conditions of the Escrow Agreement;
 - (b) Upon identification by the Plaintiffs, and cancellation by the Buyer, of those Leases to be cancelled in accordance with Section 7.2(b) of the Settlement Agreement having aggregate Remaining Payments equal to (or within \$2,000 of) the Escrowed Cash, the Buyer shall provide notice to the Escrow Agent (each a “**Lease Cancellation Notice**”) of the cancellation of Leases, which notice will include:
 - (i) a description of each cancelled Lease, including reasonable details of the available payment history of such cancelled Lease and any other information that the Escrow Agent may reasonably require to understand if the Lease is a Lease in Default or a Lease in Good Standing;
 - (ii) the Date of Cancellation of each cancelled Lease;

- (iii) the Remaining Payments for each cancelled Lease;
 - (iv) in respect of each cancelled Lease, whether it was a Lease in Default or a Lease in Good Standing;
 - (v) the aggregate amount of Remaining Payments for each cancelled Lease that was a Lease in Default; and
 - (vi) the aggregate amount of Remaining Payments for each cancelled Lease that was a Lease in Good Standing;
- (c) If the Escrow Agent provides confirmation that it agrees and certifies the amounts set forth in the Lease Cancellation Notice under Section 3.4(a)(i) or deemed confirmation is provided under Section 3.4(b), then within five Business Days of the date on which the confirmation under Section 3.4(a)(i) is sent to the Buyer or the deemed confirmation is provided under Section 3.4(b), as applicable, the Escrow Agent shall release from the Escrowed Cash:
- (i) to the Buyer, an amount equal to the aggregate amount of Remaining Payments as set forth in the Lease Cancellation Notice for each cancelled Lease that was a Lease in Good Standing; and
 - (ii) to, or on behalf of, the Sellers an amount equal to the aggregate amount of Remaining Payments as set forth in the Lease Cancellation Notice for each cancelled Lease that was a Lease in Default; and
- (d) If the Escrow Agent provides an Objection Notice, then the Escrow Agent shall release the applicable portion of the Escrowed Cash, other than an amount equal to the Disputed Amount, in accordance with Section 3.5(a) of the Escrow Agreement. Where a dispute arises in respect of a Lease Cancellation Notice, the applicable Lease identified by the Plaintiffs will still be cancelled.
41. The Escrow Agreement requires that within 15 Business Days following the date of the Escrow Agreement, or such other date as the parties to the Escrow Agreement may

agree, the Monitor shall serve and file a motion with the Court seeking the issuance of the Distribution Order, which motion materials will include details of the terms and conditions of the Escrow Agreement.

42. The proposed Distribution Order authorizes and empowers the Monitor to act as Escrow Agent for the sole purpose of accepting, holding and disbursing the Escrowed Cash in accordance with the Escrow Agreement, and in its capacity as Escrow Agent, to retain and release the Escrowed Cash, in accordance with and subject to the terms of the Escrow Agreement or by further order of the Court.

Update on Closing of the Transaction

43. All the parties have been working diligently to close the Transaction by the Targeted Closing Date, as defined in the APA, being December 15, 2025. As of the date of this Report, the Monitor expects the Transaction to close on December 15, 2025.

Amended Style of Cause

44. The APA provides, and the Approval and Vesting Order authorizes, that following the Closing Date, each Debtor must use commercially reasonable efforts to change, and cause each of its Affiliates to, change its name to a name which does not include the words “Simply Green”, “Simply Group”, “Crown Crest”, “Sandpiper”, “Sand Piper”, “HCSI Home Comfort”, or “HCSI” or any part thereof or any similar words.
45. The proposed Distribution Order amends the style of cause in the CCAA Proceedings to reflect the name changes for the Debtors.

VII. CASH RECEIPTS AND DISBURSEMENTS FROM OCTOBER 26, 2025 TO DECEMBER 6, 2025

46. The October 26 Cash Flow Forecast was filed with the Court in support of the motion for the Seventh Stay Extension Order.
47. The Debtors have continued to provide the Monitor with their co-operation and access to their premises, books and records. The Monitor has implemented procedures for

monitoring the Debtors' receipts and disbursements on a weekly basis. The Monitor has also worked with the Debtors to prepare forecast to actual variance analyses with respect to their weekly cash flows as compared to the October 26 Cash Flow Forecast.

48. A comparison of the Debtors' actual cash receipts and disbursements as compared to the October 26 Cash Flow Forecast for the six-week period ending December 6, 2025, is summarized as follows:

Crown Crest Leasing Group			
Summary of Actual Receipts and Disbursements			
<i>For six weeks ending December 6, 2025</i>			
In C\$; unaudited			
Week ending	Total		
	Actual	Forecast	Variance
			Fav/(Unfav)
Receipts			
Customer receipts	7,453,602	8,056,532	(602,929)
Other receipts	967,470	-	967,470
Total receipts	8,421,073	8,056,532	364,541
Operating disbursements			
Technical servicing	386,867	547,871	161,004
Billing cost	64,879	70,112	5,233
Adjudication	-	-	-
Third-party call centre	106,051	212,000	105,949
General & administrative	156,575	126,423	(30,152)
IT	181,035	155,649	(25,386)
Rent and utilities	95,709	142,000	46,291
Payroll	656,838	674,548	17,710
Professional fees	940,741	829,002	(111,739)
Tax remittances	891,678	923,085	31,407
Total operating disbursements	3,480,372	3,680,690	200,317
Net operating cash flow	4,940,700	4,375,842	564,858
Debt servicing	2,847,997	2,821,534	(26,463)
Net cash flow before external funding	2,092,703	1,554,308	538,395
DIP funding	-	-	-
Net cash flow	2,092,703	1,554,308	538,395
Opening cash	1,878,189	1,878,189	-
Net cash flow	2,092,703	1,554,308	538,395
Ending cash	3,970,892	3,432,497	538,395
Cumulative DIP Facility			
Opening balance	38,011,842	38,011,842	-
DIP funding / Accrued Interest	397,815	418,576	(20,761)
Closing balance	38,409,657	38,430,418	(20,761)

49. As reflected in the summary table above, the Debtors reported a net positive cash outflow of approximately \$2.1 million over the six-week period, after CLA and debt servicing payments. As at December 6, 2025, the Debtors had a cash balance of approximately \$4

million, a positive variance of \$0.55 million as compared to the October 26 Cash Flow Forecast.

50. The \$0.55 million positive cash variance can be summarized as follows:
- (a) a positive variance of approximately \$0.95 million in other receipts, being a refund of cash collateral, not forecast, held by Enbridge Inc. for invoicing services, which services were terminated effective October, 2024;
 - (b) a negative variance of \$0.6 million in customer receipts, which was primarily due to a reduced volume of buyouts of equipment leased by the Debtors' customers and lower regular receipts compared to the historical period that the forecast was based on; and
 - (c) a positive variance of \$0.2 million related to operating disbursements, primarily the result of lower than forecast technical servicing costs which is considered permanent.
51. As at December 6, 2025, the Debtors had drawn \$38.4 million under the DIP Facility, including accrued interest.

VIII. MONITOR'S RECOMMENDATIONS

52. For the reasons set out in this Tenth Report, the Monitor is of the view that the relief requested pursuant to the Distribution Order is both reasonable and appropriate in the circumstances and in the best interests of the Debtors' estates.
53. Based on the foregoing, the Monitor respectfully recommends that the Court approve the relief sought in the proposed Distribution Order.

All of which is respectfully submitted this 12th day of December, 2025.

KPMG Inc.

In its capacities as the Monitor of Crest Capital Management Corp., Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Trust, HCSI Home Comfort Inc. and HCSI Home Comfort 2 Inc.

and not in its personal or corporate capacity

Per:



Pritesh Patel
CIRP, LIT
Senior Vice President



Tim Montgomery
CIRP, LIT
Senior Vice President

APPENDIX “B”

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made as of December 15, 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**”)

- and -

KPMG INC., a corporation incorporated under the laws of Canada, in its capacity as Court appointed monitor of the Sellers and not in its personal capacity (the “**Escrow Agent**”, and collectively with the Sellers and the Buyer, the “**Parties**”)

RECITALS:

- A. 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, as amended and restated on November 17, 2023, granting the CC Financial, New Simply Green, Old Simply Green, CC Management, CC Funding, and CC Trust (together, the “**Crown Crest Entities**”) 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.
- B. On June 2, 2025, the Court granted a Second Amended and Restated Initial Order 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 (on May 23, 2025, 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.
- C. On November 1, 2024, the Sellers, among other persons, entered into a settlement agreement with Alga Adina Bonnicks, Goran Stoilov Donev, and Sarah-Jane Shaw, as representative plaintiffs (the “**Settlement Agreement**”), pursuant to which, *inter alia*, Leases with an aggregate value of \$13,500,000 would be cancelled in accordance with the terms and conditions thereunder.
- D. Prior to the date hereof, Leases with an aggregate value of \$11,500,000 were identified by PTC and cancelled by the Sellers in accordance with section 7.2(a) of the Settlement Agreement.

- E. Leases with aggregate value of up to \$2,000,000 remain available for cancellation in accordance with section 7.2(b) of the Settlement Agreement.
- F. On November 8, 2025, the Sellers and the Buyer entered into an amended and restated asset purchase agreement (the “**Purchase Agreement**”) pursuant to which the Buyer agreed, subject to the terms and conditions therein, to acquire substantially all of the assets of the Sellers.
- G. In connection with the entering into of the Purchase Agreement, the Sellers and the Buyer agreed that \$2,000,000 of the Cash Purchase Price (the “**Escrowed Cash**”) would be held in escrow by the Escrow Agent pending the potential cancellation of additional Leases in accordance with section 7.2(b) of the Settlement Agreement.
- H. The Escrow Agent is willing to act as escrow agent for the sole purpose of accepting, holding and disbursing the Escrowed Cash in accordance with this Agreement.

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 Defined Terms

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Preamble and Recitals hereto and the Purchase Agreement, and the following terms have the following meanings,

- (a) “**Agreement**” means this Escrow Agreement, 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 unless otherwise indicated, references to Articles and Sections are to Articles and Sections in this Agreement;
- (b) “**Date of Cancellation**” means the effective date of the cancellation by the Buyer of a Lease identified under section 7.2(b) of the Settlement Agreement;
- (c) “**Disputed Amount**” has the meaning ascribed to it in Section 3.4(a)(ii);
- (d) “**Distribution Order**” means a distribution order of the Court in respect of the distribution of the Cash Purchase Price (including the Escrowed Cash) by the Monitor;
- (e) “**Lease in Default**” means a Customer Contract under which as of the Date of Cancellation there are any unpaid amounts owing by the customer thereunder that

are more than 60 days past due;

- (f) **“Lease in Good Standing”** means a Customer Contract under which as of the Date of Cancellation there are no unpaid amounts owing by the customer thereunder that are more than 60 days past due;
- (g) **“Lease”** has the meaning ascribed to it in the Settlement Agreement;
- (h) **“Objection Notice”** has the meaning ascribed to it in Section 3.4(a)(ii);
- (i) **“Plaintiffs”** has the meaning ascribed to it in the Settlement Agreement; and
- (j) **“Remaining Payments”** means the sum of all payments remaining to be made under a Lease as of the Date of Cancellation, including any amounts due and payable as at the Date of Cancellation and as adjusted by the Settlement Agreement.

1.2 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.

1.3 Headings

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

1.4 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.

1.5 Currency

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

1.6 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.

1.7 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.

1.8 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, together with the Purchase 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 or the Purchase Agreement and any document required to be delivered pursuant to this Agreement or the Purchase Agreement.

1.9 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.

1.10 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 (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 9.1 shall be deemed effective service of process on such Party.

**ARTICLE 2
APPOINTMENT OF ESCROW AGENT**

2.1 Appointment of Escrow Agent

The Sellers and the Buyer hereby appoint the Escrow Agent to act as escrow agent in accordance with this Agreement and the Escrow Agent accepts such appointment.

**ARTICLE 3
PAYMENT OF CASH PURCHASE PRICE AND ESCROWED CASH**

3.1 Delivery of Escrowed Cash and Satisfaction of Cash Purchase Price

- (a) On the Closing Date, the Escrow Agent shall retain from the Cash Purchase Price paid to it in its capacity as the Monitor, the Escrowed Cash, to be held in a non-interest bearing account and dealt with in accordance with the terms and conditions of this Agreement.
- (b) The Sellers and Buyer acknowledge that, notwithstanding the retention of the Escrowed Cash in accordance with the terms and conditions of this Agreement, if the Cash Purchase Price is paid to the Monitor in accordance with section 3.2(b) of the Purchase Agreement, the full Cash Purchase Price will be deemed paid on behalf of the Sellers for all purposes of the Purchase Agreement, including for purposes of determining that Closing has occurred and the delivery of the Monitor's Certificate.

3.2 Notice of Cancellation of Leases

- (a) Upon identification by the Plaintiffs, and cancellation by the Buyer, of those Leases to be cancelled in accordance with section 7.2(b) of the Settlement Agreement having aggregate Remaining Payments equal to (or within \$2,000 of) the Escrowed Cash, or at such earlier intervals as determined by the Buyer in its discretion following the cancellation of Leases from time to time, the Buyer shall provide notice to the Escrow Agent (each a "**Lease Cancellation Notice**") of the cancellation of Leases, which notice will include:
 - (i) a description of each cancelled Lease, including reasonable available details of the payment history of such cancelled Lease and any other information that the Escrow Agent may reasonable require to understand if the Lease is a Lease in Default or a Lease in Good Standing;
 - (ii) the Date of Cancellation of each cancelled Lease;
 - (iii) the Remaining Payments for each cancelled Lease;
 - (iv) in respect of each cancelled Lease, whether it was a Lease in Default or a Lease in Good Standing;

- (v) the aggregate amount of Remaining Payments for all cancelled Leases that were Leases in Default; and
- (vi) the aggregate amount of Remaining Payments for all cancelled Leases that were Leases in Good Standing.

3.3 Cancellation Notices sent to Sellers or Escrow Agent

If the Plaintiffs or their representatives provide notice of cancellation of a Lease to the Sellers or the Escrow Agent, the Escrow Agent shall promptly forward such notice with all documents received to the Buyer and Buyer shall include any such cancelled Leases in the next Lease Cancellation Notice it provides.

3.4 Review of Lease Cancellation Notice

- (a) Within 15 Business Days following delivery of a Lease Cancellation Notice to the Escrow Agent, the Escrow Agent shall either:
 - (i) provide written notice to the Buyer that it agrees and certifies the amounts set forth in the Lease Cancellation Notice; or
 - (ii) provide written notice to the Buyer that it objects to any item in the Lease Cancellation Notice (an “**Objection Notice**”), which Objection Notice shall set out the reason for Escrow Agent’s objection as well as the amount in dispute (the “**Disputed Amount**”) and reasonable details of such dispute.
- (b) If the Escrow Agent does not provide an Objection Notice within 15 Business Days following the delivery of the Lease Cancellation Notice to it, the Escrow Agent will be deemed to have accepted and certified the Lease Cancellation Notice, which will be deemed final, conclusive and binding upon the Parties.
- (c) If an Objection Notice is provided in accordance with Section 3.4(a)(ii), the Buyer shall give the Escrow Agent sufficient access to the records used in the preparation of the Lease Cancellation Notice to enable the Sellers and Escrow Agent to exercise their rights under this Section. The Buyer, the Sellers and the Escrow Agent shall attempt to resolve all of the items in dispute set out in any Objection Notice within 60 days of receipt of the Objection Notice by the Buyer. Any items in dispute not resolved within such 60 day period shall be referred as soon as possible thereafter by the Parties to the Court for determination. The Parties shall provide or make available all documents and information as may be reasonably required by the Court to make its determination. The determination of the Court shall be final and binding on the Parties and there shall be no appeal and the Lease Cancellation Notice shall be (or not be) adjusted in accordance with the determination of the Court.
- (d) Each Party shall bear its own fees and expenses in connection with any dispute in respect of the Lease Cancellation Notice, unless the Court determines otherwise.

3.5 Release of the Escrowed Cash

- (a) If the Escrow Agent provides the confirmation under Section 3.4(a)(i) or the deemed confirmation is provided under Section 3.4(b), then within five Business Days of the date on which the confirmation under Section 3.4(a)(i) is sent to the Buyer or the deemed confirmation is provided under Section 3.4(b), as applicable, the Escrow Agent shall release from the Escrowed Cash:
 - (i) to the Buyer, an amount equal to the aggregate amount of Remaining Payments as set forth in the Lease Cancellation Notice for each cancelled Lease that was a Lease in Good Standing; and
 - (ii) to, or on behalf of, the Sellers an amount equal to the aggregate amount of Remaining Payments as set forth in the Lease Cancellation Notice for each cancelled Lease that was a Lease in Default.
- (b) If the Escrow Agent provides an Objection Notice, then:
 - (i) the Escrow Agent shall release the applicable portion of the Escrowed Cash, other than amount equal to the Disputed Amount, in accordance with Section 3.5(a).
 - (ii) if all disputes set out in the Objection Notice are resolved by the Parties, then the Disputed Amount shall be released in accordance with a joint written direction executed by the Buyer, Sellers and Escrow Agent which direction will direct which Persons, and in the amounts specified therein, that the Disputed Amount will be released to.
 - (iii) if the Court determines a dispute set out in any Objection Notice, then within five Business Days of the final determination of the Court, the Escrow Agent shall release the Disputed Amount as directed by the Court.
- (c) **[Intentionally Deleted].**
- (d) The Buyer acknowledges that its rights hereunder to be paid amounts from the Escrowed Cash are its sole recourse in respect of cancellation of Leases that were Purchased Assets and in no event shall the Sellers or Escrow Agent be liable to pay any amount to the Buyer in respect of cancelled Leases except as expressly set forth herein.

ARTICLE 4 DISTRIBUTION ORDER

4.1 Distribution Order

- (a) Within 15 Business Days following the date of this Agreement, or such other date as the Parties may agree, the Monitor shall serve and file a motion with the Court seeking the issuance of the Distribution Order, which motion materials will include

details of the terms and conditions of this Agreement. The Sellers shall provide Buyer and its legal counsel with a reasonable opportunity to review and comment on all material to be filed by the Monitor with the Court in connection with the Distribution Order and the Monitor shall give reasonable consideration to all comments of Buyer and its legal counsel.

- (b) The Buyer shall cooperate with the Monitor and the Sellers, as may be reasonably necessary, in seeking to obtain the Distribution Order.

ARTICLE 5 DUTIES AND LIABILITIES OF THE ESCROW AGENT

5.1 Duties and Responsibilities

- (a) The Escrow Agent has no duties or responsibilities other than those expressly set forth in this Agreement, which the Parties agree are purely administrative in nature. For greater certainty, the Escrow Agent is not bound by any agreement, arrangement or understanding relating to or arising out of the matters provided for in this Agreement, except as expressly set forth in this Agreement.
- (b) Any obligation of or direction to the Escrow Agent in respect of release of funds to Sellers or a third party (other than the Buyer) to disburse or hold funds or take any action shall be subject to the Approval and Vesting Order, the Distribution Order or other order of the Court in all respects or the terms of this Agreement.
- (c) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct. Nothing in this Agreement shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.
- (d) If, at any time:
 - (i) there shall exist, in the sole and absolute discretion of the Escrow Agent any dispute between the Sellers (or any other potential recipient of the Escrowed Cash under the Distribution Order) on the one hand, and the Buyer on the other hand, with respect to the holding or disposition of any portion of the Escrowed Cash, or any other obligation of the Escrow Agent hereunder in respect of the Escrowed Cash;
 - (ii) the Escrow Agent is unable to determine the proper disposition of any portion of the Escrowed Cash or of its obligations, or its proper actions with respect to its obligations hereunder in respect of the Escrowed Cash;
 - (i) the Escrow Agent is uncertain as to its duties or rights under this Agreement,

- (ii) the Escrow Agent receives instructions, claims or demands from any Party to this Agreement or from a third Person with respect to any matter under this Agreement which, in its opinion, are in conflict with this Agreement,
- (iii) there is a disagreement between any of the Parties to this Agreement which, in the reasonable opinion of the Escrow Agent, may result in adverse claims or demands with respect to the Escrowed Cash,
- (iv) any of the Parties to this Agreement, including the Escrow Agent, disagree about the interpretation of this Agreement or about the rights and obligations of the Escrow Agent or the propriety of an action contemplated by the Escrow Agent under this Agreement,

then the Escrow Agent 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 Escrow Agent, pay the Escrowed Cash or any portion of thereof into the Court for holding and disposition in accordance with the instructions of the Court, or (b) hold the Escrowed Cash or any portion thereof and not make any disbursement thereof until: (i) the Escrow Agent receives a written direction signed by both the Sellers (and any other potential recipient of the Escrowed Cash under the Distribution Order), on the one hand, and the Buyer, on the other hand, directing the Escrow Agent to disburse, as the case may be, the Escrowed Cash or any portion thereof in the manner provided for in such direction, or (ii) the Escrow Agent receives an Order from the Court, obtained on reasonable notice to the Buyer and the Sellers (and any other potential recipient of the Escrowed Cash under the Distribution Order), 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 Escrowed Cash or any portion thereof in the manner provided for in such Order.

- 5.2** If the Escrow Agent becomes involved in any arbitration or litigation relating to this Agreement, the Escrow Agent may comply with any decision reached through such arbitration or litigation.
- 5.3** Upon the Escrow Agent depositing all of the Escrowed Cash with the Court in accordance with Section 5.1, the Escrow Agent will be released from its duties and obligations under this Agreement.

ARTICLE 6 INDEMNIFICATION OF ESCROW AGENT

- 6.1** The Buyer shall at its sole cost and expense, defend, indemnify and hold harmless the Escrow Agent and each of its shareholders, partners, directors, officers, employees, lawyers, agents, representatives and their respective affiliates, of and from, and shall pay for, all actions, proceedings, losses, liabilities, costs, claims, damages, expenses (including legal fees and expenses) and demands that may be made or brought against it or any of

them or which it or any of them may suffer or incur in connection with the performance or non-performance by the Escrow Agent under this Agreement, except such as shall result solely and directly from its own gross negligence, willful misconduct or willful non-performance of this Agreement.

ARTICLE 7 RESIGNATION, REMOVAL OF ESCROW AGENT

- 7.1** At any time after KPMG Inc. is discharged as Monitor, the Escrow Agent may resign and be discharged from all further duties and liabilities under this Agreement at any time after giving 45 days' written notice to the Sellers and the Buyer or such shorter notice as the Sellers and the Buyer may accept as sufficient.
- 7.2** If the Escrow Agent resigns or is removed, PTC and the Buyer have 45 days to jointly appoint a successor and the Escrow Agent shall deliver the Escrowed Cash as PTC and the Buyer direct.
- 7.3** If a successor is not appointed in accordance with Section 7.2, then the Escrow Agent shall cease its function at the expiration of the notice period referred to in Section 7.1 and deposit the Escrowed Cash with the Court.
- 7.4** This Agreement terminates and ceases to be of any further force and effect with respect to the Escrow Agent on the date on which the Escrow Agent delivers the Escrowed Cash to a successor or deposits it with the Court in accordance with this Article 7, except that Article 6 and all other provisions of this Agreement relating to the protection of the Escrow Agent survive the resignation or removal of the Escrow Agent.

ARTICLE 8 TERMINATION OF AGREEMENT

- 8.1** This Agreement terminates and ceases to be of any further force and effect with respect to the Escrow Agent on the date on which the Escrow Agent delivers all of the Escrowed Cash in accordance with Section 3.2 or deposits it with the Court in accordance with Article 5 or Article 6, except that Article 6 and all other provisions of this Agreement relating to the protection of the Escrow Agent survive the termination of this Agreement.

ARTICLE 9 NOTICES

- 9.1** Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each, a “**Notice**”) must be in writing, sent by personal delivery, courier or facsimile (but not by email) and addressed to:
- (a) If to the Buyer, to:

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

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

Torys LLP
79 Wellington St W,
33rd Floor
Toronto, ON M5K 1N2

Attention: Shane Thomas
Email: sithomas@torys.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

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

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

(b) If to the Sellers or Escrow Agent, to:

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

Attention: Pritesh Patel
E-mail: pritchpatel@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

A Notice is deemed to be given and received (i) if sent by personal delivery or courier on the date of delivery or transmission if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt), and otherwise on the next Business Day; or (iii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed.

ARTICLE 10 GENERAL MATTERS

10.1 Enurement and Assignment

This Agreement becomes effective when executed by all of the Parties. After that time, it will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any party without the prior written consent of the other Parties.

10.2 Further Assurances

The Buyer and the Sellers will at any time and from time to time, upon the request of the other or the Escrow Agent, execute and deliver such further documents and do such further acts as the other or the Escrow Agent may reasonably request in order to evidence, carry out and give effect to the terms, conditions, intent and meaning of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the Escrow Agent.

10.3 Expenses

The Sellers and the Buyer will each pay for their own expenses incurred in connection with this Agreement and the transactions contemplated by it.

10.4 Time

Time is of the essence in this Agreement.

10.5 Counterparts

This Agreement, and any amendment, supplement or restatement of this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

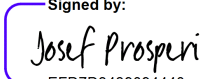
[Rest of page intentionally left blank. Signature page follows.]

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

SELLERS:

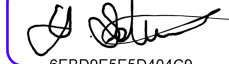
CROWN CREST CAPITAL MANAGEMENT CORP.; CROWN CREST FINANCIAL CORP.; CROWN CREST FUNDING CORP., in both its personal capacity and its capacity as trustee of the CROWN CREST CAPITAL TRUST; SIMPLY GREEN HOME SERVICES INC.; SIMPLY GREEN HOME SERVICES CORP.; HCSI HOME COMFORT INC. and HCSI HOME COMFORT 2 INC.

BY JOSEF 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 RESTATED INITIAL ORDER OF THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) DATED JUNE 4, 2025

By:  Signed by:
Name: Josef Prosperi
Title: Chief Restructuring Officer


BUYER:

1001363332 ONTARIO INC.

Signed by:

By: 6EBD9E5E5D404C9...
Name: Jeffery Schwartz
Title: Authorized Signatory

ESCROW AGENT:

KPMG INC., in its capacity as Court appointed
Monitor for the Sellers

By:  Signed by:
Patel Pritesh
BF7FC155617A411...

Name: Pritesh Patel
Title: Authorized Signatory

APPENDIX "C"

Monitor's Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 9, 2023 (as amended and restated on November 17, 2023 and June 2, 2025), KPMG Inc. was appointed as the monitor (in such capacity, the "**Monitor**") of the Respondents in the proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
- B. Pursuant to an Order of the Court dated November 10, 2025, (the "**Approval and Vesting Order**"), the Court approved the Amended and Restated Asset Purchase Agreement made as of November 8, 2025 (as may be amended from time to time in accordance with the terms thereof and the Approval and Vesting Order, the "**APA**") between the Respondents

as sellers (collectively, the “**Sellers**”) and 1001363332 Ontario Inc. as buyer (the “**Buyer**”) and provided for the vesting in the Buyer all of the Sellers’ right, title and interest in and to the Purchased Assets free and clear of all Claims and Encumbrances (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer or their respective counsel of this Monitor’s Certificate.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Sellers and the Buyer (through their respective counsel), in form and substance satisfactory to the Monitor, that all conditions to Closing as set out in Article 6 of the APA have been satisfied or waived by the Sellers and the Buyer, respectively;
2. The Buyer has paid and the Monitor, on behalf of the Sellers, has received the entirety of the Cash Purchase Price; and
3. The Transaction has been completed to the satisfaction of the Monitor.

This Monitor’s Certificate was delivered by the Monitor at 5:00 p.m. ET on December 15, 2025.

[Execution Page Follows]

DATED as of the last date written above.

**KPMG INC. in its capacity as Monitor of
Crown Crest Capital Management Corp.,
Crest Financial Corp., Crown Crest Funding
Corp., Simply Green Home Services Inc.,
Simply Green Home Services Corp., Crown
Crest Capital Trust, HCSI Home Comfort
Inc. and HCSI Home Comfort 2 Inc. and not
in its personal or corporate capacity**

Signed by:
By: Patel Pritesh
BF7FC166647A411...
Name: Pritesh Patel
Title: Senior Vice President

APPENDIX “D”



**CANADIAN IMPERIAL BANK OF COMMERCE
Mid-Market Investment Banking**

1155 René-Lévesque West
Suite 320
Montréal, Québec
H3B 4P9
Tel : 514 876-2998

CONFIDENTIAL

April 28, 2025

**CROWN CREST FINANCIAL CORP.
CROWN CREST FUNDING CORP.
CROWN CREST CAPITAL MANAGEMENT CORP.
SIMPLY GREEN HOME SERVICES INC.
SIMPLY GREEN HOME SERVICES CORP.
CROWN CREST CAPITAL TRUST**
2225 Sheppard Avenue E., Suite 800
Toronto, ON M2J 5C2

KPMG INC., as Monitor
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5

Attention: Joe Prosperi, Chief Restructuring Officer and Pritesh Patel, Monitor

Dear Joe and Pritesh:

We understand that CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP. and CROWN CREST CAPITAL TRUST (collectively, the "Company") are the subject of legal proceedings commenced under the *Companies' Creditors Arrangement Act* (the "CCAA Proceedings").

We further understand that KPMG Inc. ("KPMG"), in its capacity as Monitor of the Company in the CCAA Proceedings (in such capacity, the "Monitor") and in consultation with the Company's court-appointed chief restructuring officer (the "CRO"), HWS Consulting Inc. ("HWS"), are considering conducting a process (the "SISP") to solicit, among other things, (a) one or more sale(s) or partial sale(s) of all, substantially all, or certain portions of the Company's property and business and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of all or some of the Company or all or part of its business, which may be effected in a single transaction or a series of transactions (any such transaction or similar transaction being referred to herein as a "Proposed Transaction").

By acceptance of this letter (the "Agreement"), the Company hereby appoints Canadian Imperial Bank of Commerce ("CIBC", "we", "us" or "our"), and we agree to act, as the

Company's exclusive sales agent and financial advisor in respect of any Proposed Transaction, on the terms and conditions set out below.

1. **Responsibilities.** CIBC's responsibilities will include:
 - (a) preparing any confidential information memorandum or other documents appropriate for the solicitation of expressions of interest from third parties in the Proposed Transaction on behalf of the Company;
 - (b) identifying, approaching and conducting discussions with prospective purchasers;
 - (c) providing financial analysis and related advice to the CRO and the Monitor as to the financial implications of a Proposed Transaction;
 - (d) organizing the SISP, working with the Monitor to progress the SISP in accordance with the terms thereof, and advising the Monitor and the CRO with respect to the progress of the SISP;
 - (e) together with counsel and other advisors, assisting and advising the Monitor, in consultation with the CRO, with respect to negotiating the form, structure and price of the Proposed Transaction;
 - (f) together with counsel and other advisors, assisting the Monitor, in consultation with the CRO, with negotiating documentation necessary to complete a Proposed Transaction; and
 - (g) providing such other financial advisory services to the CRO and the Monitor in connection with a Proposed Transaction as the Monitor, the CRO and CIBC agree, in writing, are appropriate in the circumstances.

In addition, if and to the extent not inconsistent with the SISP, PTC (and its legal counsel and advisors) shall be entitled from time to time and at any time during the SISP to reasonably require that CIBC provide an update regarding the SISP and any matters arising from and relating thereto, provided that the Monitor shall be in attendance during such discussions. Notwithstanding anything to the contrary herein, the parties hereto (including, without limitation, PTC) acknowledge and agree that CIBC is not an advisor to PTC in connection with the Proposed Transaction and that nothing herein shall require CIBC to (directly or indirectly) provide any financial advice or similar services to PTC in connection with the Proposed Transaction or otherwise.

2. **Fees.**
 - (a) In consideration of our accepting this engagement and acting as a financial advisor and exclusive sales agent hereunder, the Company agrees:
 - (i) to pay us a work fee of \$██████ per month during the term of this Agreement, which work fee shall be credited against any fee otherwise payable to us under paragraph 2(a)(ii);
 - (ii) to pay us a base completion fee (the "Completion Fee"), payable at the time of closing of any Proposed Transaction that is completed or

agreed during the term of this Agreement or during the 12 month period following the expiry or termination of this Agreement, equal to ██████% of the Total Enterprise Value (as defined below);

For the purposes hereof, "Total Enterprise Value" shall mean the sum of (A) the aggregate value of the consideration received or receivable by the Company or its securityholders, or otherwise paid or payable in respect of any shares or assets of the Company, pursuant to such Proposed Transaction, including, without limitation, any such consideration that is in whole or in part in the form of an "earn-out", the value of any securities of the purchaser or any other entity formed in connection with the Proposed Transaction, any amounts paid or payable in respect of any "reverse vesting order" transaction, the value of any securities or assets of the Company that are retained by any of the Company's securityholders following the completion of a Proposed Transaction, the value of any investment in the Company by any purchaser or other third party (excluding Peoples Trust Company or any of its subsidiaries ("PTC")) upon or prior to the consummation of the Proposed Transaction, any payment by any purchaser or other third party of any priority amount pursuant to the CCAA Proceedings or any other non-cash or deferred consideration paid or payable by any purchaser or other third party in connection with the Proposed Transaction, and (B) the value of all debt assumed by the purchaser or purchasers pursuant to such Proposed Transaction. Furthermore, the term "Total Enterprise Value" shall exclude post-closing adjustments relating to a surplus or deficiency in working capital, or adjustments for post-closing indemnity claims and, in calculating the sum of the aggregate values set forth in this paragraph 2(a)(ii), there shall be no "double counting"; and

- (iii) notwithstanding anything to the contrary in paragraph 2(a)(ii) above, in the event that the Proposed Transaction is completed with PTC, then the amount of the Completion Fee shall be the greater of (A) ██████% of the Total Enterprise Value and (B) \$██████████.
- (b) If the Company agrees to pay a commission or fee to anyone else (including, without limitation, any other financial advisor to the Company), such commission or fee shall be for the Company's account and shall not reduce the amount payable to us under this Agreement.
- (c) If the consideration received by the Company is in whole or in part in the form of securities or other non-cash consideration, the value of such securities or other non-cash consideration, for purposes of calculating our fee, shall be the fair market value thereof on the effective completion date of such transaction. Such fair market value will be determined by the Monitor, in consultation with the CRO and PTC, using methodologies determined by the Monitor, in consultation with the CRO and PTC, to be the most appropriate for the type of security and consistent with opinions relating thereto provided by us to the Company or its Board of Directors. In the event that we disagree with the Monitor's determination of fair market value, we may object in

writing within ten business days of delivery of the determination, explaining such objection. If we have not agreed upon the fair market value within 10 business days thereafter, either the Monitor or CIBC may refer the matter to a mutually agreed independent third party valuator for a binding determination. The parties shall work in good faith to identify a mutually agreeable third party valuator for this purpose within 10 business days after the objection period. If a third party valuator cannot be mutually agreed upon, the CRO, in consultation with the Monitor and PTC, shall choose the identity of the valuator for this purpose. Notwithstanding the foregoing provisions of this paragraph 2(c), if the Proposed Transaction is completed with PTC or one of its subsidiaries, then PTC shall not be consulted in the selection of a third party valuator.

- (d) Any fees payable to us pursuant to this paragraph 2 shall be paid to us in cash, by certified cheque or by wire transfer in immediately available funds, at the times specified above, except that any fee payable to us in respect of a dividend, distribution or other transaction by the Company that forms part of any Proposed Transaction shall be payable on the effective date thereof (provided that, for certainty, such effective date shall either be at or following the time of closing of such Proposed Transaction).
 - (e) This Agreement and the Company's retention of CIBC hereunder (including the Company's payment of the fees, costs, expenses and other amounts as contemplated herein) shall be subject to approval of the Court in the CCAA Proceedings. The Monitor, for and on behalf of the Company, shall seek an Order of the Court in the CCAA Proceedings providing for such approval (i) as soon as reasonably practicable following the date hereof; and (ii) on or about the same time as the Company seeks Court approval of the SISP (subject to Court availability).
3. **Additional Services.** If CIBC is requested to provide any other services in addition to those described in paragraph 1 above ("Additional Services"), the terms and conditions relating to such Additional Services will be outlined in a separate letter of agreement and the fees for such services will be in addition to the fees payable hereunder, will be negotiated separately and in good faith and will be consistent with fees paid to North American investment bankers for similar services. However, for greater certainty, CIBC will not provide any legal, tax or accounting advice, either pursuant to this Agreement or otherwise. The Company and the Monitor, in consultation with the CRO and PTC, will be solely responsible for engaging and instructing such legal, tax and accounting professionals as they deem necessary for purposes of the subject matter of this Agreement.
4. **Counsel to CIBC.** Regardless of whether the Proposed Transaction is completed, the Company shall reimburse CIBC for the reasonable and documented fees, taxes and disbursements of our external legal counsel up to the aggregate maximum amount of \$50,000, upon presentation of invoices which include reasonable particulars of the legal services provided to us in connection with this engagement. For certainty, the \$50,000 limit referred to in the preceding sentence will not apply to any legal expenses incurred by any Indemnified Party (as defined in Schedule A hereto) pursuant in connection with any Claim (as defined in Schedule A hereto).

5. **Compliance with Laws.** The Company will comply with all applicable laws, regulations and policies, whether domestic, foreign, federal, national, provincial or otherwise, applicable to a Proposed Transaction.
6. **Expenses and Taxes.** The Company will reimburse us for all reasonable and documented out-of-pocket expenses incurred by us in connection with our engagement hereunder, including, but not limited to data room, travel, any other expenses and the fees, taxes and disbursements of experts retained by us (for which we will seek prior consent), together with all applicable government taxes. Such reimbursements will be payable, in cash, by certified cheque or by wire transfer of immediately available funds, upon a request for payment thereof by us whether or not a Proposed Transaction or any other transaction contemplated by this Agreement is completed. All or part of the amounts payable under this Agreement may be subject to applicable government sales tax. Where such taxes are applicable, an additional amount equal to the amount of such taxes owing will be payable by the Company.
7. **Use of CIBC's Advice.** Other than as expressly provided herein or as determined as necessary or required in the CCAA Proceedings, each of the parties to this Agreement acknowledges and agrees that all written and oral opinions, advice, analysis and materials provided by CIBC in connection with our engagement hereunder ("CIBC Work Product") are intended solely for the exclusive internal use and benefit of the Company, the CRO and the Monitor only in considering a Proposed Transaction and each of the Company, the CRO and the Monitor covenants and agrees that no such opinion, advice or material will be used for any other purpose whatsoever or shared, reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without our prior written consent in each specific instance. The preceding sentence will not prevent or limit the Monitor from sharing any CIBC Work Product with PTC if, in the Monitor's determination, such sharing is permitted by the SISP and consistent with the Monitor's duties and responsibilities; *provided, however, that* CIBC accepts no responsibility, accountability or liability to PTC for any use of or reliance on any CIBC Work Product.

Any opinion, advice or material provided by CIBC hereunder will be made subject to and will be based upon such assumptions, limitations, qualifications and reservations as we, in our sole judgment, deem necessary or prudent in the circumstances. CIBC expressly disclaims any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by us or any unauthorized reference to CIBC or this engagement.

8. **Indemnity.** The Company agrees to indemnify and save harmless CIBC, its affiliates and their respective directors, officers, employees, partners, agents, advisors and shareholders in accordance with Schedule A hereto, which Schedule forms part of this Agreement and the consideration for which is the entering into of this Agreement. Such indemnity (the "Indemnity") shall be in addition to, and not in substitution of, any liability which the Company or any other person may have to CIBC or other persons indemnified pursuant to the Indemnity outside of such Indemnity. The Indemnity shall apply to all services contemplated herein, including, without limitation, any Additional Services.

9. **Term.** Notwithstanding the formal date of this Agreement, this Agreement shall be effective as of February 10, 2025 and may not be terminated without all parties' consent prior to February 10, 2026, *provided that* this Agreement shall terminate before such date upon the completion of a Proposed Transaction. After February 10, 2026, this Agreement will continue unless terminated by either the Monitor or us upon 30 days' written notice. In any event, the obligations pursuant to paragraphs 2, 4, 6, 7, 8, 12, 14, 16, 17, 18 and 21 hereof will survive the completion of our engagement hereunder, any withdrawal or termination of or decision not to proceed with any Proposed Transaction or the expiry or other termination or purported termination of this Agreement. For greater certainty, upon such termination, the work fee stipulated in paragraph 2(a)(i) herein shall cease and the Company shall remain obligated to pay any unpaid work fees and reimbursable expenses that have accrued prior to the effective date of such termination, and any Completion Fee in accordance with paragraphs 2(a)(ii) and (iii).

10. **Other Matters.** The Company will provide CIBC with all corporate, financial and operating information and documentation regarding the Company (including any material subsidiaries, affiliates, sponsors and promoters of the Company, as appropriate) and any Proposed Transaction, and with access to the Company's senior management, facilities, employees, auditors, legal counsel and consultants, which are reasonably necessary and sufficient to allow us to perform our services hereunder.

In carrying out our responsibilities hereunder, CIBC will necessarily rely on information prepared or supplied and other sources believed by us to be reliable and assumes no obligation to verify the accuracy or completeness of such information and under no circumstances will we be liable to the Company and its equity holders for any damages arising out of the inaccuracy or incompleteness of any such information.

The Company or the Monitor will advise us promptly of any material change, actual or contemplated, in the Company's affairs or in any information provided to us concerning the Company or any Proposed Transaction. Unless advised otherwise, CIBC will be entitled to assume that there has been no material change in such information and will be entitled to rely thereon.

11. **Potential Interested Parties.** In order to co-ordinate our efforts on behalf of the Company, during the term of this Agreement, the Company, the CRO, PTC and the Monitor agree to conduct any discussions regarding any potentially interested party in connection with a Proposed Transaction exclusively through and in co-operation with CIBC. If the CRO, PTC, the Monitor, the Company, or its management receive an inquiry concerning any Proposed Transaction, it or they will promptly inform us of such inquiry so that we can assess such inquiry and assist the Company in any resulting negotiations. Certain potentially interested parties may have already been in contact with the CRO, PTC or the Monitor either directly or indirectly regarding a Proposed Transaction. If there is an agreement regarding a Proposed Transaction with any of such parties, the fees in paragraph 2 shall still be payable to us.

12. **Confidentiality.** Subject to the terms hereof, CIBC will maintain as confidential all information ("Information") provided to us by the Company, the CRO, PTC or the Monitor hereunder and will use the Information only for the purposes of our

engagement hereunder, unless the Information: (a) is already in our possession and not subject to any obligation of confidentiality; (b) is or becomes generally available to the public other than as a result of unauthorized disclosure by or through us; (c) is or becomes available to us on a non-confidential basis, provided that such source is not known by us to be bound by any obligation of confidentiality to the Company, the CRO, PTC or the Monitor; or (d) is required to be disclosed by operation of applicable law or regulatory requirement. Without limiting the generality of CIBC's confidentiality obligations hereunder, the Company, the CRO, PTC and the Monitor acknowledge that any email-attachments or other materials that are circulated by CIBC in connection with CIBC's engagement hereunder may not be password protected or subject to similar electronic authentication measures and, as a result, may be accessible by persons other than CIBC or the Company, if such persons were to receive such email-attachments or materials. The obligations in this paragraph 12 shall survive any termination or expiration of this Agreement for a period of 24 months.

13. **Public Announcements.** If we so request, the Company will include a reference to us and our role in any press release or other public communication issued by the Company with respect to a Proposed Transaction. If any Proposed Transaction is successfully completed, and provided CIBC is not in breach of any material provision hereof, we shall be permitted to publish, in any form of media and at our own expense, such advertisements or announcements relating to the services provided hereunder as we consider appropriate. For greater certainty, the Company permits us to display the trademarks, including logos, of the for the sole purpose of promoting our role in the Proposed Transaction, and the Company further represents and warrants that it has the legal right to grant us such permission.

14. **Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be delivered to:

(a) in the case of the Company: To the address on page one
 Attention: Joe Prosperi
 Email: jprosperi@hwsconsultant.com

(b) in the case of CIBC: To the address on page one
 Attention: Philippe Froundjian
 Managing Director
 Email: philippe.froundjian@cibc.ca

with a copy to: Sheel Parekh
 Senior Counsel
 Email: Sheel.Parekh@cibc.com

(c) in the case of the Monitor: To the address on page one
 Attention: Pritesh Patel
 Senior Vice President
 Email: pritchpatel@kpmg.ca

(d) in the case of PTC:

95 Wellington Street West, Suite 1310
Toronto, ON, M5J 2N7

Attention: Michael Lombard, Anne
Butler and Darren Kozol
Email: michaell@peoplestrust.com
anneb@peoplesgroup.com
darrenk@peoplesgroup.com

The parties may change their respective addresses for notices by notice given in the manner set out above. Any notice or other communication will be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, will be given by telecopy or email (pdf) and will be deemed to have been given when (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; (ii) in the case of a notice delivered or given by telecopy, on the first business day following the day on which it is sent; and (iii) in the case of a notice delivered or given by email (pdf), on the first business day following the day on which it is acknowledged as having been received by the intended recipient.

15. **Use of Affiliates.** In performing its responsibilities under this Agreement, CIBC may utilize the services of its affiliates provided that, if we use any such affiliates, CIBC will be responsible to ensure that such affiliates comply with the terms of this Agreement. For the purposes of this Agreement, the terms "CIBC", "us", "we", "our" and like expressions will include such affiliates.
16. **Miscellaneous Terms.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which, when taken together, will constitute one and the same Agreement. Each of the parties to this Agreement will be entitled to rely on delivery of an electronic copy of this Agreement (either by facsimile or email (pdf)) and acceptance by each party of any such facsimile or email (pdf) copy will be legally effective to create a valid and binding agreement between the parties to this Agreement in accordance with the terms of this Agreement. This Agreement will be for the benefit of and be binding upon the parties hereto and their respective successors and assigns provided that no party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration. No modifications of this Agreement or waiver of any term or condition hereof will be binding upon the parties, unless approved in writing by each of the parties. Time will be of the essence of this Agreement and, following any waiver or indulgence by any party, time will again be of the essence of this Agreement. This Agreement, including all schedules hereto, constitutes the only agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings and agreements, whether oral or written, of the parties with respect to such subject matter. Unless indicated otherwise, all references to currency are in Canadian dollars.

17. **Governing Law.** This Agreement is made pursuant to and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario in the CCAA Proceedings.
18. **Joint and Several Obligations.** CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP. AND CROWN CREST CAPITAL TRUST each agree to be jointly and severally liable for the performance by the Company of its obligations hereunder. Each of the CRO, PTC and the Monitor shall be bound, severally and not jointly or jointly and severally, only by the specific provisions of this Agreement that expressly refer to them.
19. **Court Approval.** Without limiting the generality of paragraph 2(e) hereof, pursuant to and in connection with the CCAA Proceedings, the Company shall use its best efforts to promptly seek approval of an order that, *inter alia*:
- (a) approves this Agreement, which the Company acknowledges is a post-filing agreement for purposes of the CCAA Proceedings;
 - (b) authorizes and directs the Company to pay the fees and expenses payable to CIBC by the Company pursuant to this Agreement when due and payable hereunder;
 - (c) provides that all claims of CIBC pursuant to this Agreement are not claims that may be compromised pursuant to a plan of compromise or arrangement under the CCAA (a "Plan") and shall be treated as unaffected in any Plan or any proposal under the *Bankruptcy and Insolvency Act*, and no such Plan or proposal shall be approved that does not provide for the payment of all amounts due to CIBC pursuant to this Agreement;
 - (d) grants to CIBC a charge (the "Sales Agent Charge") in the maximum amount of \$3.5 million in respect of the proposed Completion Fee and CIBC's other fees and expenses hereunder, which charge shall rank junior to the administration charge and the DIP Lender's charge granted in the CCAA Proceedings, over the Company's property, as security for all such amounts due to be paid to CIBC pursuant to this Agreement;
 - (e) provides that CIBC, its affiliates, partners, directors, employees, agents and controlling persons (the "CIBC Parties") shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind whatsoever, to any person in connection with or as a result of its engagement by the Company hereunder, save and except to the extent that any court of competent jurisdiction, in a final judgment and in a proceeding in which CIBC is named as a party, determines that such losses, claims, damages or liabilities were caused by or resulted from the gross negligence or wilful misconduct of the CIBC Parties; and
 - (f) seals from the public record the fees payable to CIBC hereunder until further order of the court.

The Company agrees not to take any steps or actions to impair, subordinate, release or in any way affect the Sales Agent Charge, other than to increase the amount of the Sales Agent Charge if deemed appropriate by the Company and/or the Monitor during the course of the CCAA Proceedings, and undertakes to advise CIBC forthwith of any attempts by third parties to take such steps or actions.

The Company shall serve CIBC with all court materials filed in the CCAA Proceedings and any other insolvency proceedings commenced by the Company and/or its subsidiaries, and shall ensure that CIBC is added to the "Service List" posted on the Monitor's website in connection with the CCAA Proceedings.

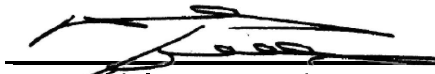
20. **Independent Contractors.** The parties agree that each is entering into this Agreement as an independent contractor. Nothing in this Agreement is intended to: (a) create any partnership, joint venture or fiduciary relationship of any kind whatsoever; or (b) benefit any third parties or create any obligations to any third parties, except for the Indemnity, which is intended to benefit all Indemnified Parties (as defined in Schedule A hereto). If and to the extent CIBC provides any opinions, advice, analysis or materials to the Company's management, such opinions, advice, analysis and materials are provided to them solely in their capacities as officers and directors of the Company and not in their capacities as shareholders of the Company or in any other capacity.
21. **Exclusions of Liability.** Notwithstanding anything to the contrary herein (including in Schedule A hereto):
- (a) CIBC acknowledges and agrees that the Monitor, KPMG, the CRO and HWS, in their respective personal or corporate capacities, will not be (i) liable for payment of any fees, costs, disbursements, expenses, indemnification or any other amounts that may be owed or payable to CIBC, third-party service providers, or any other person under or related to this Agreement (the "Costs"); or (ii) responsible for collection of CIBC's Costs. CIBC will only look to the Company for the payment of its Costs;
 - (b) each of the Monitor, KPMG, the CRO and HWS acknowledges and agrees that CIBC shall not have any liability (either direct or indirect, in contract or tort or otherwise) to any of them or to any person asserting claims on their behalf or in right for or in connection with the Engagement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the CRO, HWS or the Monitor (as the case may be) are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which CIBC is named as a party) that has become non-appealable to have resulted from a breach of this Agreement, or the gross negligence or willful misconduct of CIBC; and
 - (c) PTC acknowledges and agrees that CIBC shall not have any liability whatsoever (either direct or indirect, in contract or tort or otherwise) to PTC or to any person asserting claims on PTC's behalf or in right for or in connection with the Engagement, including as a result or consequence of PTC having access to, use or purported use or reliance on any of the CIBC Work Product.

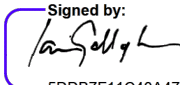
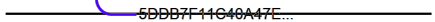
22. **Acknowledgement of CIBC's Activities.** Canadian Imperial Bank of Commerce, together with its affiliates (collectively, the "Bank"), is a full-service financial institution that conducts a full range of investment banking, merchant banking, corporate banking and securities brokerage activities. The Bank provides loans, structured products, investment banking and financial advisory services to governments, corporations and institutions. In addition, the Bank has an active proprietary trading book that trades securities on behalf of the Bank that are issued in a wide range of public companies. In the ordinary course of its activities and subject always to compliance with applicable securities laws, the Bank may provide, arrange or underwrite financing for the Company or any other entity that may be involved in a Proposed Transaction, or hold long or short positions, trade or otherwise effect transactions for its own account or for the account of the Bank's clients, in debt or equity securities or related derivative securities of the Company, any potential acquiror of the Company or any other person that may be involved in a Proposed Transaction.

If the foregoing is in accordance with the parties' understanding, please indicate such agreement to the above terms and conditions by signing the enclosed copy of this Agreement and returning the same to us.

Yours very truly,

CANADIAN IMPERIAL BANK OF COMMERCE

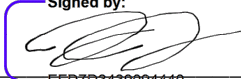
By:  29-Apr-2025
 Name: Philippe Froundjian
 Managing Director

Signed by:  29-Apr-2025
 By:  5DD87F44C40A47E...
 Name: Iain Gallagher
 Managing Director

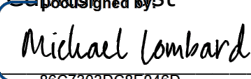
The next page is the signature page for the Company, the CRO, PTC and the Monitor.

The foregoing is in accordance with our understanding and is agreed by us as of the date first written above.


HWS CONSULTING INC. in its capacity as CRO of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity

Signed by:  29-Apr-2025
By: _____
Name: Joe Prosperi
Title: Chief Restructuring Officer

PEOPLES TRUST COMPANY in its corporate capacity and in its capacity as debtor-in-possession lender to Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust

Signed by:  29-Apr-2025
By: _____
Name: Michael Lombard
Title: CCO

KPMG INC. in its capacity as Monitor of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity

Signed by:  29-Apr-2025
By: _____
Name: Pritesh Patel
Title: Senior Vice President

SCHEDULE A - INDEMNITY

In consideration for Canadian Imperial Bank of Commerce ("CIBC") accepting the engagement (the "Engagement") pursuant to the engagement letter (the "Agreement") to which this Schedule A is attached, the Company (as defined in the Agreement) agrees to indemnify and save harmless CIBC, its affiliates and its and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of its and their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "Claim" and, collectively, the "Claims") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement whether performed before or after the Company's execution of the Agreement and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which CIBC is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's breach of the Agreement, gross negligence or wilful misconduct, such Indemnified Party shall reimburse any funds advanced by the Company to the Indemnified Party pursuant to this indemnity in respect of such Claim and thereafter this indemnity shall cease to apply to such Indemnified Party in respect of such Claim. The Company agrees to waive any right the Company might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Company, the Indemnified Party will give the Company prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Company will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Company of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Company of substantive rights or defences.

No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the Company's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld. Notwithstanding that the Company will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

- (a) employment of such counsel has been authorized in writing by the Company;
- (b) the Company has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;
- (c) the named parties to any such Claim include both the Company and the Indemnified Party and the Indemnified Party shall have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Company and the Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Company;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Company's account. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Company will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Company or the Company's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Company will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by the Indemnified Parties hereunder.

The Company hereby constitutes CIBC as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to such persons and CIBC agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

The Company agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on the Company's behalf or in right for or in connection with the Engagement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Company are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which CIBC is named as a party) that has become non-appealable to have resulted from the breach of the Agreement, gross negligence or wilful misconduct of such Indemnified Party.

The Company agrees to reimburse CIBC monthly for the time spent by CIBC's personnel in connection with any Claim at their normal per diem rates. The Company also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of, the Company or the Company and CIBC and personnel of CIBC shall be required to testify, participate or respond in respect of or in connection with the Engagement, CIBC shall have the right to employ its own counsel in specifically connection therewith and the Company will reimburse CIBC monthly for the time spent by its personnel specifically in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of CIBC's counsel.

CONFIDENTIAL APPENDIX “E” – CIBC ENGAGEMENT LETTER



**CANADIAN IMPERIAL BANK OF COMMERCE
Mid-Market Investment Banking**

1155 René-Lévesque West
Suite 320
Montréal, Québec
H3B 4P9
Tel : 514 876-2998

CONFIDENTIAL

April 28, 2025

**CROWN CREST FINANCIAL CORP.
CROWN CREST FUNDING CORP.
CROWN CREST CAPITAL MANAGEMENT CORP.
SIMPLY GREEN HOME SERVICES INC.
SIMPLY GREEN HOME SERVICES CORP.
CROWN CREST CAPITAL TRUST**
2225 Sheppard Avenue E., Suite 800
Toronto, ON M2J 5C2

KPMG INC., as Monitor
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5

Attention: Joe Prosperi, Chief Restructuring Officer and Pritesh Patel, Monitor

Dear Joe and Pritesh:

We understand that CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP. and CROWN CREST CAPITAL TRUST (collectively, the "Company") are the subject of legal proceedings commenced under the *Companies' Creditors Arrangement Act* (the "CCAA Proceedings").

We further understand that KPMG Inc. ("KPMG"), in its capacity as Monitor of the Company in the CCAA Proceedings (in such capacity, the "Monitor") and in consultation with the Company's court-appointed chief restructuring officer (the "CRO"), HWS Consulting Inc. ("HWS"), are considering conducting a process (the "SISP") to solicit, among other things, (a) one or more sale(s) or partial sale(s) of all, substantially all, or certain portions of the Company's property and business and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of all or some of the Company or all or part of its business, which may be effected in a single transaction or a series of transactions (any such transaction or similar transaction being referred to herein as a "Proposed Transaction").

By acceptance of this letter (the "Agreement"), the Company hereby appoints Canadian Imperial Bank of Commerce ("CIBC", "we", "us" or "our"), and we agree to act, as the

Company's exclusive sales agent and financial advisor in respect of any Proposed Transaction, on the terms and conditions set out below.

1. **Responsibilities.** CIBC's responsibilities will include:

- (a) preparing any confidential information memorandum or other documents appropriate for the solicitation of expressions of interest from third parties in the Proposed Transaction on behalf of the Company;
- (b) identifying, approaching and conducting discussions with prospective purchasers;
- (c) providing financial analysis and related advice to the CRO and the Monitor as to the financial implications of a Proposed Transaction;
- (d) organizing the SISP, working with the Monitor to progress the SISP in accordance with the terms thereof, and advising the Monitor and the CRO with respect to the progress of the SISP;
- (e) together with counsel and other advisors, assisting and advising the Monitor, in consultation with the CRO, with respect to negotiating the form, structure and price of the Proposed Transaction;
- (f) together with counsel and other advisors, assisting the Monitor, in consultation with the CRO, with negotiating documentation necessary to complete a Proposed Transaction; and
- (g) providing such other financial advisory services to the CRO and the Monitor in connection with a Proposed Transaction as the Monitor, the CRO and CIBC agree, in writing, are appropriate in the circumstances.

In addition, if and to the extent not inconsistent with the SISP, PTC (and its legal counsel and advisors) shall be entitled from time to time and at any time during the SISP to reasonably require that CIBC provide an update regarding the SISP and any matters arising from and relating thereto, provided that the Monitor shall be in attendance during such discussions. Notwithstanding anything to the contrary herein, the parties hereto (including, without limitation, PTC) acknowledge and agree that CIBC is not an advisor to PTC in connection with the Proposed Transaction and that nothing herein shall require CIBC to (directly or indirectly) provide any financial advice or similar services to PTC in connection with the Proposed Transaction or otherwise.

2. **Fees.**

- (a) In consideration of our accepting this engagement and acting as a financial advisor and exclusive sales agent hereunder, the Company agrees:
 - (i) to pay us a work fee of \$25,000 per month during the term of this Agreement, which work fee shall be credited against any fee otherwise payable to us under paragraph 2(a)(ii);
 - (ii) to pay us a base completion fee (the "Completion Fee"), payable at the time of closing of any Proposed Transaction that is completed or

agreed during the term of this Agreement or during the 12 month period following the expiry or termination of this Agreement, equal to 1.25% of the Total Enterprise Value (as defined below);

For the purposes hereof, "Total Enterprise Value" shall mean the sum of (A) the aggregate value of the consideration received or receivable by the Company or its securityholders, or otherwise paid or payable in respect of any shares or assets of the Company, pursuant to such Proposed Transaction, including, without limitation, any such consideration that is in whole or in part in the form of an "earn-out", the value of any securities of the purchaser or any other entity formed in connection with the Proposed Transaction, any amounts paid or payable in respect of any "reverse vesting order" transaction, the value of any securities or assets of the Company that are retained by any of the Company's securityholders following the completion of a Proposed Transaction, the value of any investment in the Company by any purchaser or other third party (excluding Peoples Trust Company or any of its subsidiaries ("PTC")) upon or prior to the consummation of the Proposed Transaction, any payment by any purchaser or other third party of any priority amount pursuant to the CCAA Proceedings or any other non-cash or deferred consideration paid or payable by any purchaser or other third party in connection with the Proposed Transaction, and (B) the value of all debt assumed by the purchaser or purchasers pursuant to such Proposed Transaction. Furthermore, the term "Total Enterprise Value" shall exclude post-closing adjustments relating to a surplus or deficiency in working capital, or adjustments for post-closing indemnity claims and, in calculating the sum of the aggregate values set forth in this paragraph 2(a)(ii), there shall be no "double counting"; and

- (iii) notwithstanding anything to the contrary in paragraph 2(a)(ii) above, in the event that the Proposed Transaction is completed with PTC, then the amount of the Completion Fee shall be the greater of (A) 1.20% of the Total Enterprise Value and (B) \$1.25 million.
- (b) If the Company agrees to pay a commission or fee to anyone else (including, without limitation, any other financial advisor to the Company), such commission or fee shall be for the Company's account and shall not reduce the amount payable to us under this Agreement.
- (c) If the consideration received by the Company is in whole or in part in the form of securities or other non-cash consideration, the value of such securities or other non-cash consideration, for purposes of calculating our fee, shall be the fair market value thereof on the effective completion date of such transaction. Such fair market value will be determined by the Monitor, in consultation with the CRO and PTC, using methodologies determined by the Monitor, in consultation with the CRO and PTC, to be the most appropriate for the type of security and consistent with opinions relating thereto provided by us to the Company or its Board of Directors. In the event that we disagree with the Monitor's determination of fair market value, we may object in

writing within ten business days of delivery of the determination, explaining such objection. If we have not agreed upon the fair market value within 10 business days thereafter, either the Monitor or CIBC may refer the matter to a mutually agreed independent third party valuator for a binding determination. The parties shall work in good faith to identify a mutually agreeable third party valuator for this purpose within 10 business days after the objection period. If a third party valuator cannot be mutually agreed upon, the CRO, in consultation with the Monitor and PTC, shall choose the identity of the valuator for this purpose. Notwithstanding the foregoing provisions of this paragraph 2(c), if the Proposed Transaction is completed with PTC or one of its subsidiaries, then PTC shall not be consulted in the selection of a third party valuator.

- (d) Any fees payable to us pursuant to this paragraph 2 shall be paid to us in cash, by certified cheque or by wire transfer in immediately available funds, at the times specified above, except that any fee payable to us in respect of a dividend, distribution or other transaction by the Company that forms part of any Proposed Transaction shall be payable on the effective date thereof (provided that, for certainty, such effective date shall either be at or following the time of closing of such Proposed Transaction).
 - (e) This Agreement and the Company's retention of CIBC hereunder (including the Company's payment of the fees, costs, expenses and other amounts as contemplated herein) shall be subject to approval of the Court in the CCAA Proceedings. The Monitor, for and on behalf of the Company, shall seek an Order of the Court in the CCAA Proceedings providing for such approval (i) as soon as reasonably practicable following the date hereof; and (ii) on or about the same time as the Company seeks Court approval of the SISP (subject to Court availability).
3. **Additional Services.** If CIBC is requested to provide any other services in addition to those described in paragraph 1 above ("Additional Services"), the terms and conditions relating to such Additional Services will be outlined in a separate letter of agreement and the fees for such services will be in addition to the fees payable hereunder, will be negotiated separately and in good faith and will be consistent with fees paid to North American investment bankers for similar services. However, for greater certainty, CIBC will not provide any legal, tax or accounting advice, either pursuant to this Agreement or otherwise. The Company and the Monitor, in consultation with the CRO and PTC, will be solely responsible for engaging and instructing such legal, tax and accounting professionals as they deem necessary for purposes of the subject matter of this Agreement.
4. **Counsel to CIBC.** Regardless of whether the Proposed Transaction is completed, the Company shall reimburse CIBC for the reasonable and documented fees, taxes and disbursements of our external legal counsel up to the aggregate maximum amount of \$50,000, upon presentation of invoices which include reasonable particulars of the legal services provided to us in connection with this engagement. For certainty, the \$50,000 limit referred to in the preceding sentence will not apply to any legal expenses incurred by any Indemnified Party (as defined in Schedule A hereto) pursuant in connection with any Claim (as defined in Schedule A hereto).

5. **Compliance with Laws.** The Company will comply with all applicable laws, regulations and policies, whether domestic, foreign, federal, national, provincial or otherwise, applicable to a Proposed Transaction.
6. **Expenses and Taxes.** The Company will reimburse us for all reasonable and documented out-of-pocket expenses incurred by us in connection with our engagement hereunder, including, but not limited to data room, travel, any other expenses and the fees, taxes and disbursements of experts retained by us (for which we will seek prior consent), together with all applicable government taxes. Such reimbursements will be payable, in cash, by certified cheque or by wire transfer of immediately available funds, upon a request for payment thereof by us whether or not a Proposed Transaction or any other transaction contemplated by this Agreement is completed. All or part of the amounts payable under this Agreement may be subject to applicable government sales tax. Where such taxes are applicable, an additional amount equal to the amount of such taxes owing will be payable by the Company.
7. **Use of CIBC's Advice.** Other than as expressly provided herein or as determined as necessary or required in the CCAA Proceedings, each of the parties to this Agreement acknowledges and agrees that all written and oral opinions, advice, analysis and materials provided by CIBC in connection with our engagement hereunder ("CIBC Work Product") are intended solely for the exclusive internal use and benefit of the Company, the CRO and the Monitor only in considering a Proposed Transaction and each of the Company, the CRO and the Monitor covenants and agrees that no such opinion, advice or material will be used for any other purpose whatsoever or shared, reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without our prior written consent in each specific instance. The preceding sentence will not prevent or limit the Monitor from sharing any CIBC Work Product with PTC if, in the Monitor's determination, such sharing is permitted by the SISP and consistent with the Monitor's duties and responsibilities; *provided, however, that* CIBC accepts no responsibility, accountability or liability to PTC for any use of or reliance on any CIBC Work Product.

Any opinion, advice or material provided by CIBC hereunder will be made subject to and will be based upon such assumptions, limitations, qualifications and reservations as we, in our sole judgment, deem necessary or prudent in the circumstances. CIBC expressly disclaims any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by us or any unauthorized reference to CIBC or this engagement.

8. **Indemnity.** The Company agrees to indemnify and save harmless CIBC, its affiliates and their respective directors, officers, employees, partners, agents, advisors and shareholders in accordance with Schedule A hereto, which Schedule forms part of this Agreement and the consideration for which is the entering into of this Agreement. Such indemnity (the "Indemnity") shall be in addition to, and not in substitution of, any liability which the Company or any other person may have to CIBC or other persons indemnified pursuant to the Indemnity outside of such Indemnity. The Indemnity shall apply to all services contemplated herein, including, without limitation, any Additional Services.

9. **Term.** Notwithstanding the formal date of this Agreement, this Agreement shall be effective as of February 10, 2025 and may not be terminated without all parties' consent prior to February 10, 2026, *provided that* this Agreement shall terminate before such date upon the completion of a Proposed Transaction. After February 10, 2026, this Agreement will continue unless terminated by either the Monitor or us upon 30 days' written notice. In any event, the obligations pursuant to paragraphs 2, 4, 6, 7, 8, 12, 14, 16, 17, 18 and 21 hereof will survive the completion of our engagement hereunder, any withdrawal or termination of or decision not to proceed with any Proposed Transaction or the expiry or other termination or purported termination of this Agreement. For greater certainty, upon such termination, the work fee stipulated in paragraph 2(a)(i) herein shall cease and the Company shall remain obligated to pay any unpaid work fees and reimbursable expenses that have accrued prior to the effective date of such termination, and any Completion Fee in accordance with paragraphs 2(a)(ii) and (iii).

10. **Other Matters.** The Company will provide CIBC with all corporate, financial and operating information and documentation regarding the Company (including any material subsidiaries, affiliates, sponsors and promoters of the Company, as appropriate) and any Proposed Transaction, and with access to the Company's senior management, facilities, employees, auditors, legal counsel and consultants, which are reasonably necessary and sufficient to allow us to perform our services hereunder.

In carrying out our responsibilities hereunder, CIBC will necessarily rely on information prepared or supplied and other sources believed by us to be reliable and assumes no obligation to verify the accuracy or completeness of such information and under no circumstances will we be liable to the Company and its equity holders for any damages arising out of the inaccuracy or incompleteness of any such information.

The Company or the Monitor will advise us promptly of any material change, actual or contemplated, in the Company's affairs or in any information provided to us concerning the Company or any Proposed Transaction. Unless advised otherwise, CIBC will be entitled to assume that there has been no material change in such information and will be entitled to rely thereon.

11. **Potential Interested Parties.** In order to co-ordinate our efforts on behalf of the Company, during the term of this Agreement, the Company, the CRO, PTC and the Monitor agree to conduct any discussions regarding any potentially interested party in connection with a Proposed Transaction exclusively through and in co-operation with CIBC. If the CRO, PTC, the Monitor, the Company, or its management receive an inquiry concerning any Proposed Transaction, it or they will promptly inform us of such inquiry so that we can assess such inquiry and assist the Company in any resulting negotiations. Certain potentially interested parties may have already been in contact with the CRO, PTC or the Monitor either directly or indirectly regarding a Proposed Transaction. If there is an agreement regarding a Proposed Transaction with any of such parties, the fees in paragraph 2 shall still be payable to us.

12. **Confidentiality.** Subject to the terms hereof, CIBC will maintain as confidential all information ("Information") provided to us by the Company, the CRO, PTC or the Monitor hereunder and will use the Information only for the purposes of our

engagement hereunder, unless the Information: (a) is already in our possession and not subject to any obligation of confidentiality; (b) is or becomes generally available to the public other than as a result of unauthorized disclosure by or through us; (c) is or becomes available to us on a non-confidential basis, provided that such source is not known by us to be bound by any obligation of confidentiality to the Company, the CRO, PTC or the Monitor; or (d) is required to be disclosed by operation of applicable law or regulatory requirement. Without limiting the generality of CIBC's confidentiality obligations hereunder, the Company, the CRO, PTC and the Monitor acknowledge that any email-attachments or other materials that are circulated by CIBC in connection with CIBC's engagement hereunder may not be password protected or subject to similar electronic authentication measures and, as a result, may be accessible by persons other than CIBC or the Company, if such persons were to receive such email-attachments or materials. The obligations in this paragraph 12 shall survive any termination or expiration of this Agreement for a period of 24 months.

13. **Public Announcements.** If we so request, the Company will include a reference to us and our role in any press release or other public communication issued by the Company with respect to a Proposed Transaction. If any Proposed Transaction is successfully completed, and provided CIBC is not in breach of any material provision hereof, we shall be permitted to publish, in any form of media and at our own expense, such advertisements or announcements relating to the services provided hereunder as we consider appropriate. For greater certainty, the Company permits us to display the trademarks, including logos, of the for the sole purpose of promoting our role in the Proposed Transaction, and the Company further represents and warrants that it has the legal right to grant us such permission.
14. **Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be delivered to:
- (a) in the case of the Company: To the address on page one
Attention: Joe Prosperi
Email: jprosperi@hwsconsultant.com
- (b) in the case of CIBC: To the address on page one
Attention: Philippe Froundjian
Managing Director
Email: philippe.froundjian@cibc.ca
- with a copy to: Sheel Parekh
Senior Counsel
Email: Sheel.Parekh@cibc.com
- (c) in the case of the Monitor: To the address on page one
Attention: Pritesh Patel
Senior Vice President
Email: prtipatel@kpmg.ca

(d) in the case of PTC:

95 Wellington Street West, Suite 1310
Toronto, ON, M5J 2N7

Attention: Michael Lombard, Anne
Butler and Darren Kozol
Email: michaell@peoplestrust.com
anneb@peoplesgroup.com
darrenk@peoplesgroup.com

The parties may change their respective addresses for notices by notice given in the manner set out above. Any notice or other communication will be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, will be given by telecopy or email (pdf) and will be deemed to have been given when (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; (ii) in the case of a notice delivered or given by telecopy, on the first business day following the day on which it is sent; and (iii) in the case of a notice delivered or given by email (pdf), on the first business day following the day on which it is acknowledged as having been received by the intended recipient.

15. **Use of Affiliates.** In performing its responsibilities under this Agreement, CIBC may utilize the services of its affiliates provided that, if we use any such affiliates, CIBC will be responsible to ensure that such affiliates comply with the terms of this Agreement. For the purposes of this Agreement, the terms "CIBC", "us", "we", "our" and like expressions will include such affiliates.
16. **Miscellaneous Terms.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which, when taken together, will constitute one and the same Agreement. Each of the parties to this Agreement will be entitled to rely on delivery of an electronic copy of this Agreement (either by facsimile or email (pdf)) and acceptance by each party of any such facsimile or email (pdf) copy will be legally effective to create a valid and binding agreement between the parties to this Agreement in accordance with the terms of this Agreement. This Agreement will be for the benefit of and be binding upon the parties hereto and their respective successors and assigns provided that no party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration. No modifications of this Agreement or waiver of any term or condition hereof will be binding upon the parties, unless approved in writing by each of the parties. Time will be of the essence of this Agreement and, following any waiver or indulgence by any party, time will again be of the essence of this Agreement. This Agreement, including all schedules hereto, constitutes the only agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings and agreements, whether oral or written, of the parties with respect to such subject matter. Unless indicated otherwise, all references to currency are in Canadian dollars.

17. **Governing Law.** This Agreement is made pursuant to and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario in the CCAA Proceedings.
18. **Joint and Several Obligations.** CROWN CREST FINANCIAL CORP., CROWN CREST FUNDING CORP., CROWN CREST CAPITAL MANAGEMENT CORP., SIMPLY GREEN HOME SERVICES INC., SIMPLY GREEN HOME SERVICES CORP. AND CROWN CREST CAPITAL TRUST each agree to be jointly and severally liable for the performance by the Company of its obligations hereunder. Each of the CRO, PTC and the Monitor shall be bound, severally and not jointly or jointly and severally, only by the specific provisions of this Agreement that expressly refer to them.
19. **Court Approval.** Without limiting the generality of paragraph 2(e) hereof, pursuant to and in connection with the CCAA Proceedings, the Company shall use its best efforts to promptly seek approval of an order that, *inter alia*:
 - (a) approves this Agreement, which the Company acknowledges is a post-filing agreement for purposes of the CCAA Proceedings;
 - (b) authorizes and directs the Company to pay the fees and expenses payable to CIBC by the Company pursuant to this Agreement when due and payable hereunder;
 - (c) provides that all claims of CIBC pursuant to this Agreement are not claims that may be compromised pursuant to a plan of compromise or arrangement under the CCAA (a "Plan") and shall be treated as unaffected in any Plan or any proposal under the *Bankruptcy and Insolvency Act*, and no such Plan or proposal shall be approved that does not provide for the payment of all amounts due to CIBC pursuant to this Agreement;
 - (d) grants to CIBC a charge (the "Sales Agent Charge") in the maximum amount of \$3.5 million in respect of the proposed Completion Fee and CIBC's other fees and expenses hereunder, which charge shall rank junior to the administration charge and the DIP Lender's charge granted in the CCAA Proceedings, over the Company's property, as security for all such amounts due to be paid to CIBC pursuant to this Agreement;
 - (e) provides that CIBC, its affiliates, partners, directors, employees, agents and controlling persons (the "CIBC Parties") shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind whatsoever, to any person in connection with or as a result of its engagement by the Company hereunder, save and except to the extent that any court of competent jurisdiction, in a final judgment and in a proceeding in which CIBC is named as a party, determines that such losses, claims, damages or liabilities were caused by or resulted from the gross negligence or wilful misconduct of the CIBC Parties; and
 - (f) seals from the public record the fees payable to CIBC hereunder until further order of the court.

The Company agrees not to take any steps or actions to impair, subordinate, release or in any way affect the Sales Agent Charge, other than to increase the amount of the Sales Agent Charge if deemed appropriate by the Company and/or the Monitor during the course of the CCAA Proceedings, and undertakes to advise CIBC forthwith of any attempts by third parties to take such steps or actions.

The Company shall serve CIBC with all court materials filed in the CCAA Proceedings and any other insolvency proceedings commenced by the Company and/or its subsidiaries, and shall ensure that CIBC is added to the "Service List" posted on the Monitor's website in connection with the CCAA Proceedings.

20. **Independent Contractors.** The parties agree that each is entering into this Agreement as an independent contractor. Nothing in this Agreement is intended to: (a) create any partnership, joint venture or fiduciary relationship of any kind whatsoever; or (b) benefit any third parties or create any obligations to any third parties, except for the Indemnity, which is intended to benefit all Indemnified Parties (as defined in Schedule A hereto). If and to the extent CIBC provides any opinions, advice, analysis or materials to the Company's management, such opinions, advice, analysis and materials are provided to them solely in their capacities as officers and directors of the Company and not in their capacities as shareholders of the Company or in any other capacity.
21. **Exclusions of Liability.** Notwithstanding anything to the contrary herein (including in Schedule A hereto):
- (a) CIBC acknowledges and agrees that the Monitor, KPMG, the CRO and HWS, in their respective personal or corporate capacities, will not be (i) liable for payment of any fees, costs, disbursements, expenses, indemnification or any other amounts that may be owed or payable to CIBC, third-party service providers, or any other person under or related to this Agreement (the "Costs"); or (ii) responsible for collection of CIBC's Costs. CIBC will only look to the Company for the payment of its Costs;
 - (b) each of the Monitor, KPMG, the CRO and HWS acknowledges and agrees that CIBC shall not have any liability (either direct or indirect, in contract or tort or otherwise) to any of them or to any person asserting claims on their behalf or in right for or in connection with the Engagement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the CRO, HWS or the Monitor (as the case may be) are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which CIBC is named as a party) that has become non-appealable to have resulted from a breach of this Agreement, or the gross negligence or willful misconduct of CIBC; and
 - (c) PTC acknowledges and agrees that CIBC shall not have any liability whatsoever (either direct or indirect, in contract or tort or otherwise) to PTC or to any person asserting claims on PTC's behalf or in right for or in connection with the Engagement, including as a result or consequence of PTC having access to, use or purported use or reliance on any of the CIBC Work Product.

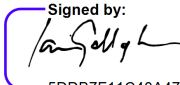
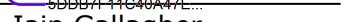
- 22. **Acknowledgement of CIBC's Activities.** Canadian Imperial Bank of Commerce, together with its affiliates (collectively, the "Bank"), is a full-service financial institution that conducts a full range of investment banking, merchant banking, corporate banking and securities brokerage activities. The Bank provides loans, structured products, investment banking and financial advisory services to governments, corporations and institutions. In addition, the Bank has an active proprietary trading book that trades securities on behalf of the Bank that are issued in a wide range of public companies. In the ordinary course of its activities and subject always to compliance with applicable securities laws, the Bank may provide, arrange or underwrite financing for the Company or any other entity that may be involved in a Proposed Transaction, or hold long or short positions, trade or otherwise effect transactions for its own account or for the account of the Bank's clients, in debt or equity securities or related derivative securities of the Company, any potential acquiror of the Company or any other person that may be involved in a Proposed Transaction.

If the foregoing is in accordance with the parties' understanding, please indicate such agreement to the above terms and conditions by signing the enclosed copy of this Agreement and returning the same to us.

Yours very truly,

CANADIAN IMPERIAL BANK OF COMMERCE

By:  29-Apr-2025
 Name: Philippe Froundjian
 Managing Director

Signed by:  29-Apr-2025
 By:  5DBB7F44C40A47E...
 Name: Iain Gallagher
 Managing Director

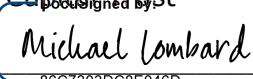
The next page is the signature page for the Company, the CRO, PTC and the Monitor.

The foregoing is in accordance with our understanding and is agreed by us as of the date first written above.

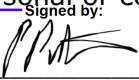
HWS CONSULTING INC. in its capacity as CRO of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity

Signed by:  29-Apr-2025
By: _____
Name: Joe Prosper
Title: Chief Restructuring Officer

PEOPLES TRUST COMPANY in its corporate capacity and in its capacity as debtor-in-possession lender to Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust

Signed by:  29-Apr-2025
By: _____
Name: Michael Lombard
Title: CGO

KPMG INC. in its capacity as Monitor of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity

Signed by:  29-Apr-2025
By: _____
Name: Pritesh Patel
Title: Senior Vice President

SCHEDULE A - INDEMNITY

In consideration for Canadian Imperial Bank of Commerce ("CIBC") accepting the engagement (the "Engagement") pursuant to the engagement letter (the "Agreement") to which this Schedule A is attached, the Company (as defined in the Agreement) agrees to indemnify and save harmless CIBC, its affiliates and its and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of its and their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "Claim" and, collectively, the "Claims") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement whether performed before or after the Company's execution of the Agreement and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which CIBC is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's breach of the Agreement, gross negligence or wilful misconduct, such Indemnified Party shall reimburse any funds advanced by the Company to the Indemnified Party pursuant to this indemnity in respect of such Claim and thereafter this indemnity shall cease to apply to such Indemnified Party in respect of such Claim. The Company agrees to waive any right the Company might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Company, the Indemnified Party will give the Company prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Company will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Company of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Company of substantive rights or defences.

No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the Company's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld. Notwithstanding that the Company will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

- (a) employment of such counsel has been authorized in writing by the Company;
- (b) the Company has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;
- (c) the named parties to any such Claim include both the Company and the Indemnified Party and the Indemnified Party shall have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Company and the Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Company;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Company's account. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Company will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Company or the Company's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Company will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by the Indemnified Parties hereunder.

The Company hereby constitutes CIBC as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to such persons and CIBC agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

The Company agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on the Company's behalf or in right for or in connection with the Engagement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Company are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which CIBC is named as a party) that has become non-appealable to have resulted from the breach of the Agreement, gross negligence or wilful misconduct of such Indemnified Party.

The Company agrees to reimburse CIBC monthly for the time spent by CIBC's personnel in connection with any Claim at their normal per diem rates. The Company also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of, the Company or the Company and CIBC and personnel of CIBC shall be required to testify, participate or respond in respect of or in connection with the Engagement, CIBC shall have the right to employ its own counsel in specifically connection therewith and the Company will reimburse CIBC monthly for the time spent by its personnel specifically in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of CIBC's counsel.

CONFIDENTIAL APPENDIX “F” – FIFTH CRO AMENDMENT

HWS Consulting Inc. – Engagement Letter Second Amendment

February 24, 2025

TO: Crown Crest Capital Management Corp.
AND TO: Crown Crest Financial Corp.
AND TO: Crown Crest Funding Corp.
AND TO: Simply Green Home Services Inc.
AND TO: Simply Green Home Services Corp.
AND TO: Crown Crest Capital Trust

Re: Second Amendment to Engagement Letter regarding HWS Consulting Inc. as Chief Restructuring Officer of Crown Crest Capital Management Corp., Crown Crest Financial Corp., Crown Crest Funding Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., and Crown Crest Capital Trust (collectively, the “Simply Green Group” or the “Companies”)

Pursuant to the terms and conditions of a letter agreement dated November 8, 2023 (the “**Original Engagement Letter**”), as amended by an amending agreement dated February 22, 2024 (the “**First Amendment**”), HWS Consulting Inc. (“**HWS**”) agreed to provide the services of Josef Prosperi as an independent contractor to perform certain duties as court-appointed Chief Restructuring Officer (the “**CRO**”) of the Simply Green Group. In accordance with the Initial Order dated November 9, 2023 and the Amended and Restated Initial Order dated November 17, 2023 (the “**ARIO**”), each granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), the Companies became the subject of proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), within which KPMG Inc. was appointed as monitor of the Simply Green Group (in such capacity, the “**Monitor**”). Pursuant to the ARIO, the CRO and its counsel are entitled to the benefit of the Administration Charge (as defined in the ARIO) as security for professional fees and disbursements.

Capitalized terms used herein, including “**Work Fee**” and “**Success Fee**” shall have the same meaning ascribed to them in the Original Engagement Letter unless otherwise defined.

Work Fee

Pursuant to the First Amendment, and as approved by the Court, the Parties agreed that the Work Fee would be \$65,000 per month for each of the months of February, March, April and May, 2024 (the “**First Extension Period**”). The Parties subsequently agreed that the Work Fee for each of the months of June, July, August, and September 2024 would continue to be \$65,000 per month (the “**Second Extension Period**”). It is acknowledged that this sum was paid on a monthly basis over the months indicated. It was further subsequently agreed between the Parties that:

- (i) the Work Fee shall be paid in respect of the months of October, November, December, 2024 and January, 2025 at \$65,000 per month (the “**Third Extension Period**”); and

(ii) the Work Fee shall be paid in respect of the months of February, March and April, 2025 at \$65,000 per month (the “**Fourth Extension Period**”).

Pursuant to the terms of the Original Engagement Letter, such compensation shall be due and owing on the first business day of each month during the Fourth Extension Period. The Court approved the Work Fee for the First Extension Period, the Second Extension Period, the Third Extension Period and the Fourth Extension Period pursuant to Orders granted on February 5, 2024, May 7, 2024, September 25, 2024 and January 9, 2025, respectively.

Most recently, the Parties have agreed to extend the Work Fee, which shall remain at \$65,000 per month, from May, 2025 until the issuance by the Court of a termination order in respect of these CCAA proceedings or the CRO’s engagement is otherwise terminated, subject to the Tail Fee as defined and referenced below, and subject to the requisite approval by the Court.

Success Fee

HWS and PTC, in its capacity as Applicant and DIP Lender, have held discussions regarding both the Success Fee, as referred to in the Original Engagement Letter, and a fee based upon the successful reduction of operating costs in the CCAA proceedings, as referred to in the First Amendment. HWS and PTC, in its capacity as Applicant and DIP Lender, agreed to negotiate in good faith, in consultation with the Monitor, during the First Extension Period towards a satisfactory agreement regarding these fee arrangements. HWS and PTC similarly worked towards a satisfactory agreement regarding these fee arrangements during the Second Extension Period. HWS and PTC have now reached an agreement in respect of a Success Fee and have set out the terms of same herein.

For the purpose of this Second Amendment, the term “**Restructuring Transaction**” shall have the same meaning ascribed to it in the Original Engagement Letter. However, it shall also include one or more of the following transactions that, individually or in combination, result in a comprehensive solution impacting Simply Green Group’s indebtedness:

- a financing or refinancing of the Simply Green Group (or a material part thereof) that enables the Simply Green Group’s primary business to continue on a going-concern basis, whether or not such is implemented under the CCAA or other formal insolvency or restructuring regimes; and
- a restructuring, reorganization, arrangement, series of agreements or Court-approved transactions affecting all or substantially all of the financial indebtedness of the Simply Green Group.

HWS and PTC, in its capacity as Applicant and DIP Lender, and in consultation with the Monitor, have agreed that the Success Fee shall be determined in relation to the proceeds arising from any Restructuring Transaction, in accordance with the chart below. Such proceeds shall broadly include any cash or non-cash consideration paid or debt assumed by a related or unrelated party to the Simply Green Group (collectively, “**Transaction Proceeds**”). For greater certainty, (i) to the extent that any amount of the Transaction Proceeds are payable out of the Transaction Proceeds to any party to settle a class action or a putative class action involving the Simply Green Group, said funds shall not be deducted from or reduce the Transaction Proceeds for the purpose of calculating

the Success Fee and (ii) the Success Fee shall not be reduced or otherwise affected by the Work Fee.

The following chart reflects the agreement in respect of the calculation of the Success Fee:

	Transaction Proceeds	Success Fee
(a)	Less than \$175,000,000	\$1,300,000
(b)	\$175,000,000 - \$199,999,999.99	1.0% of the Transaction Proceeds
(c)	\$200,000,000 - \$250,000,000	1.1% of the Transaction Proceeds
(d)	Over \$250,000,000	\$3,500,000

For greater certainty each of (a), (b), (c) and (d) immediately above are mutually exclusive of each other such that only one such Success Fee level shall be applicable at a time based upon the applicable level of Transaction Proceeds actually attained.

As stated, a Restructuring Transaction may include one or more transactions. Upon the first such transaction that triggers a Success Fee, at least 1.3 million dollars (or more) as outlined above shall be payable to HWS. In the event that one or more subsequent transactions occur, the cumulative Transaction Proceeds shall be used to calculate the Success Fee. Therefore, if a portion of the Success Fee has been paid but a greater Success Fee is owed, the balance shall be payable by the Simply Green Group to HWS at the time the balance of the Success Fee is definitely ascertainable.

In the event the Restructuring Transaction is based on a payment model in which Transaction Proceeds are paid out periodically, the value of which may fluctuate based on the performance of the Simply Green Group over time, HWS and PTC, in consultation with the Monitor, shall mutually determine the estimated value of the total anticipated Transaction Proceeds in good faith and the Simply Green Group shall calculate and pay the Success Fee accordingly, with the initial payment to be no less than \$1.3 million dollars.

In the event the Simply Green Group fails to pay any portion of the Success Fee after it is earned, PTC shall be responsible for paying the remaining balance without delay. Alternatively, at the request of PTC, on terms to be mutually agreed and in consultation with the Monitor, HWS may seek a court-ordered charge from the Court in the CCAA proceedings in its favour over any and all of the assets of the Simply Green Group (including the Transaction Proceeds) for the purpose of protecting any Success Fee payable hereunder, if such is not paid in its entirety on closing.

Notwithstanding the terms of the Original Engagement Letter, the Success Fee described herein will be earned: (i) if the Restructuring Transaction is initiated, but not necessarily completed, during the term of the Original Engagement Letter (as amended); or (ii) if the Restructuring Transaction is initiated, but not necessarily completed, within **one (1) year** of the Simply Green Group (or the Monitor on its behalf) terminating HWS's engagement, other than as a result of a breach (a "**CRO Breach**") of the Original Engagement Letter (as amended) by HWS (the "**Eligibility Window**"). For the purposes of the Eligibility Window, a Restructuring Transaction is initiated when the applicable parties begin to communicate in respect of said transaction. However, HWS shall not be eligible for a Success Fee if negotiations do not ultimately result in a closing of a Restructuring Transaction.

In the event of a CRO Breach, HWS shall not be entitled to any form of Success Fee under this Second Amendment whatsoever and howsoever arising and shall immediately cease being entitled to the Work Fee.

Without derogating in any way from the other payment obligations referred to above, in the event that the Original Engagement Letter, or any amendments thereto including this Second Amendment, is terminated (other than as a result of a CRO Breach) before a Restructuring Transaction occurs, HWS shall be entitled to a Work Fee (in the amount of \$65,000 per month) for a minimum period of six (6) months following the date of such termination (the “**Tail Fee**”). HWS acknowledges that its engagement noted above may, in the ordinary course, be terminated following the successful closing of a Restructuring Transaction or a series of Restructuring Transactions in respect of a significant portion of the business, assets and undertaking of the Companies and in such event HWS shall not be entitled to the Tail Fee.

Subject to satisfying the eligibility criteria immediately above, and subject to any other qualification or condition above, the Success Fee will be payable contemporaneously with the exchange or finalization of any Transaction Proceeds paid in connection to a Restructuring Transaction.

The Parties acknowledge that this Second Amendment is subject to approval by the Court and anticipate that this Second Amendment, or certain parts thereof, including, in particular the section in respect of the Success Fee, may be the subject of a request to the Court for a sealing order.

The Parties agree to attempt, in good faith, to reach a consensual resolution to any dispute, claim or controversy arising out of or relating to this Second Amendment. If the parties are unable to negotiate a resolution in such fashion, they shall agree to appoint a mutually agreeable mediator and to participate, in good faith, in such mediation as a condition precedent to pursuing any other available legal or equitable remedies.

Notwithstanding the amendments contained herein, all other terms of the Original Engagement Letter and the First Amendment shall continue to remain in effect.

Yours truly,

HWS Consulting Inc.

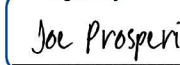
Signed by:



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Josef Prosperi, President

ACKNOWLEDGED AND AGREED BY:

HWS Consulting Inc. in its capacity as CRO of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity

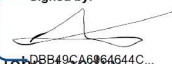
Signed by:

By: _____
Name: Josef Prosperi
Title: President

Peoples Trust Company in its corporate capacity and in its capacity as debtor-in-possession lender to Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust

DocuSigned by:


By: _____
Name: Michael Lombard
Title: Chief Credit Officer

ACKNOWLEDGED BY:

Signed by:

John Landry

CEO and President

KPMG Inc. in its capacity as Monitor of Crown Crest Financial Corp., Simply Green Home Services Inc., Simply Green Home Services Corp., Crown Crest Capital Management Corp., Crown Crest Funding Corp. and Crown Crest Capital Trust and not in its personal or corporate capacity


By: _____
Name: Pritesh Patel
Title: Senior Vice President

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

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

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

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

PROCEEDING COMMENCED AT TORONTO

**SUPPLEMENTARY REPORT TO THE TENTH REPORT OF
MONITOR**

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