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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 Prospero 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 inquiries 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 “A”

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;
[NTD I don’t think the current definition works. Under the Settlement, class counsel will identify leases for cancellation but that will not result in their cancellation. Presumably, they will not be cancelled until we send a notice of cancellation or cancel the leases internally. I could be mistaken but given that everything is pinned off this definition, we need to run down how this is going to work]
- (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 8.1 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. [*NTD: The intent is to show the Remaining Payments for each cancelled lease, then totals for the Leases in Good Standing and Leases in Default*]

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: _____
Name: Josef Prospero
Title: Chief Restructuring Officer

BUYER:

1001363332 ONTARIO INC.

By: _____

Name:

Title:

ESCROW AGENT:

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

By: _____
Name:
Title:

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

TENTH REPORT OF MONITOR

OSLER, HOSKIN & HARCOURT LLP

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

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Email: mcalvaruso@osler.com

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