

Bankruptcy Court File No. BK-26-03354893-31
Estate No. 31-3356927
Estate No. 31-3354893
Estate No. 33-3354829
Estate No. 35-3357213
Estate No. 35-3358238

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

THE HONOURABLE) FRIDAY, THE 24TH
)
JUSTICE J. DIETRICH) DAY OF JULY, 2026

**IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF MECHCAN INC. AND THOSE
APPLICANTS LISTED ON SCHEDULE “A” HERETO
(EACH, AN “APPLICANT”, AND COLLECTIVELY, THE
APPLICANTS”)**

**APPROVAL AND VESTING ORDER
(Comfort Zone Transaction)**

THIS MOTION, made by BDO Canada Limited in its capacity as Proposal Trustee (in such capacity, the “**Proposal Trustee**”) of Comfort Zone Heating & Air Conditioning Inc. (the “**Company**”) for an order, among other things, (i) approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Sale Agreement**”) between the Company, as vendor, and Go Lime Group Inc., as assigned to Go Lime Inc., as purchaser (the “**Purchaser**”), dated June 29, 2026; (ii) transferring to and vesting in the Purchaser the Company’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”); and (c) approving the assignment of the Assigned Contracts (as defined below), was heard this day at 330 University Avenue, Toronto, Ontario, by judicial videoconference.

ON READING the fifth report of the Proposal Trustee dated July 16, 2026 (the “**Fifth Report**”), and the appendices thereto, and the confidential supplemental report dated July 16, 2026, and the confidential appendices thereto, and on hearing the submissions of counsel for the Proposal Trustee and such other parties present, with no one else appearing for any other person

on the Service List, although properly served as appears from the Lawyer's Certificate of Service of Christina Piccinin dated July 16, 2026,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for and method of service and filing of the Notice of Motion and Motion Record of the Proposal Trustee are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Fifth Report or the Sale Agreement, as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Proposal Trustee on behalf of the Company is hereby authorized and approved, with such minor amendments as the Proposal Trustee on behalf of the Company and the Purchaser, may deem necessary. The Company, and the Proposal Trustee for and on behalf of the Company, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Proposal Trustee's Certificate**"), all of the Company's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Dunphy dated May 5, 2026; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the

“Encumbrances”, which term shall not include the encumbrances and other matters listed on Schedule “C” hereto (the **“Permitted Encumbrances”**)) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the **“Net Proceeds”**) shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee’s Certificate all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee’s Certificate forthwith after delivery to the Purchaser.

ASSIGNMENT OF ASSUMED CONTRACTS

7. **THIS COURT ORDERS** that, subject to the payment of Cure Costs (as defined below), upon delivery of the Proposal Trustee’s Certificate:

- (a) all of the rights, title, interest, and obligations of the Company under and to the contracts listed on Schedule “D” hereto, including all associated or related agreements, schedules, appendices, addenda, amendments, supplements, restatements, or other modifications made or entered into from time to time (each, an **“Assigned Contract”** and collectively, the **“Assigned Contracts”**) shall be assigned, transferred, and conveyed to and assumed by the Purchaser pursuant to section 84.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, (the **“BIA”**), and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provisions requiring the consent of, or notice for any period in advance of the assignment to, any party to the assignment;

- (b) the Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations and restrictions pursuant to the terms of each Assigned Contract; and
- (c) the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies under the Assigned Contracts, and shall be forever barred and estopped from taking any such action by reason of:
 - i. any default arising from the Company's insolvency;
 - ii. any default arising as a result of this proceeding;
 - iii. any restriction, condition or prohibition contained in the Assigned Contracts relating to the assignment thereof or any change in control;
 - iv. the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order); or
 - v. the Company having breached a non-monetary obligation under an Assigned Contract.

8. **THIS COURT ORDERS** that the assignment of the Assigned Contracts shall be subject to the terms of this Order, and the Company's right, title, and interest in and to the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Claims, including any Encumbrances other than the Permitted Encumbrances, in accordance with the terms hereof.

9. **THIS COURT ORDERS** that if an Assigned Contract is removed from the Assumed Contracts prior to the Closing Date in accordance with the Sale Agreement, then such contract shall cease to be an Assigned Contract for the purposes of this Order on notice to the Proposal Trustee, the Company, and any counterparties to such contract.

10. **THIS COURT ORDERS** that, in addition to all obligations under the Assigned Contracts arising from and after the closing of the Transaction, for which the Purchaser shall be liable, the Purchaser shall be liable for and shall pay the counterparty under such Assigned Contracts the Cure Costs (as defined below), if any, in accordance with the terms of the Sale Agreement. For the

purposes of this paragraph, “**Cure Costs**” means and shall be limited to the monetary defaults set forth in Schedule “D” hereto in relation to the Assigned Contracts, if any, which does not include payment obligations arising solely by reason of (a) the Company’s insolvency, (b) the commencement of this proceeding, or (c) any failure of the Company to perform a non-monetary obligation under the Assigned Contracts.

11. **THIS COURT ORDERS** that the Proposal Trustee shall send a copy of this Order to all of the counterparties to the Assigned Contracts.

ADDITIONAL PROVISIONS

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Proposal Trustee is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Proposal Trustee’s records pertaining to the Company’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Company.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company and shall not be void or voidable by creditors of the Company, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or

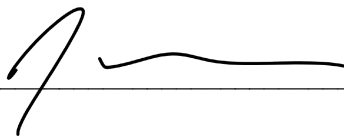
provincial legislation.

GENERAL

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction to give effect to this Order and to assist the Company, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to recognize and give effect to this Order, to grant representative status to the Company in any foreign proceeding, or to assist the Company, the Proposal Trustee and their respective agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that each of the Company, the Proposal Trustee and the Purchaser be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that this Order and its provisions are effective as of 12:01 a.m. (Toronto time).



A handwritten signature in dark ink, consisting of a large, stylized initial 'J' followed by a horizontal line and a small flourish, is positioned above a solid horizontal line.

**Schedule “A”
Applicants**

- J.D. Swallow Heating Contractors Inc.
- Comfort Zone Heating & Air Conditioning Inc.
- Hy-Mark Mechanical Inc.
- B.R.’s Plumbing & Heating Inc.

SCHEDULE “B”
Form of Proposal Trustee’s Certificate

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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TO MAKE A PROPOSAL OF MECHCAN INC. AND THOSE
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APPLICANTS”)**

PROPOSAL TRUSTEE’S CERTIFICATE

RECITALS

A. Pursuant to a notice of intention (the “**NOI**”) by Comfort Zone Heating & Air Conditioning Inc. (the “**Company**”) to make a proposal filed on April 8, 2026 under section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), the NOI proceedings were commenced by the Company and BDO Canada Limited was appointed as the proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”).

B. Pursuant to an Approval and Vesting Order (the “**Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated July 24, 2026, the Court, among other things, approved an asset purchase agreement dated June 29, 2026 (the “**Sale Agreement**”) between the Company, as vendor, and Go Lime Group Inc., as assigned to Go Lime Inc., as purchaser (the “**Purchaser**”), and provided for the vesting in the Purchaser of the Company’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the

Purchased Assets (as defined in the Order) upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Company and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived by the Company and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at _____ [TIME] on _____ [DATE].

**BDO Canada Limited, in its capacity as
Proposal Trustee of Comfort Zone Heating &
Air Conditioning Inc., and not in its personal
or corporate capacity**

Per: _____
Name:
Title:

**Schedule “A”
Applicants**

- J.D. Swallow Heating Contractors Inc.
- Comfort Zone Heating & Air Conditioning Inc.
- Hy-Mark Mechanical Inc.
- B.R.’s Plumbing & Heating Inc.

SCHEDULE “C”
Permitted Encumbrances
(Unaffected by the Approval and Vesting Order)

DEBTOR NAME(s)	SECURED PARTY NAME(s)	REGISTRATION NUMBER	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
COMFORT ZONE HEATING & AIR CONDITIONING INC.	ROYAL BANK OF CANADA	20250205 1327 1532 0648	EQUIPMENT & OTHER 2022 MERCEDEZ- BENZ SPRINTER V6 25 VIN: W1Y4EBHY8NP443970	JUNE 9, 2028
COMFORT ZONE HEATING & AIR CONDITIONING INC.	ROYAL BANK OF CANADA	20250205 1325 1532 0642	EQUIPMENT & OTHER 2021 FORD TRANSIT CARGO VIN: 1FTBR2C88MKA87278	DECEMBER 23, 2026

SCHEDULE “D”
List of Assigned Contracts, Counterparties, and Cure Costs

#	Description of Agreement	Counterparty	Cure Costs (CAD)
1.	Lease agreement between Mercedes-Benz Durham (o/b Star One Motors Inc.) and 2107581 Ontario Limited dated November 13, 2021 (2021 Mercedes Sprinter 2500 Cargo 170, VIN W1Y4DDHY3MP376739)	Mercedes-Benz Durham (o/b Star One Motors Inc.)	Nil
2.	Lease agreement between Mercedes-Benz Peterborough (o/b MB Peterborough Inc.) and 2107581 Ontario Limited dated May 14, 2022 (2021 Mercedes-Benz Springer V6 2500 Cargo 170, VIN W1Y4ECHYXMP429010)	Mercedes-Benz Peterborough (o/b MB Peterborough Inc.)	Nil

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Estate Nos.: 31-3356927, 31-3354893, 33-3354829, 35-3357213, 35-3358238

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

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER
(Comfort Zone Transaction)**

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