

COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF
MATTER

B301 354154
COURT OF KING'S BENCH OF ALBERTA
CALGARY
IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3, as
amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
HARMONY HEATING AND AIR CONDITIONING
INC.
HARMONY HEATING AND AIR CONDITIONING
INC.

APPLICANTS:

DOCUMENT

AFFIDAVIT OF ANTHONY FISHER
SWORN APRIL 24, 2026

CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT:

Reconstruct LLP
80 Richmond Street West
Suite 1700
Toronto, ON, CA M5H 2A4
Brendan Bissell
Tel: 416.613.0066
Email: bbissell@reconllp.com

Simran Joshi
Tel: 416.304.6589
Fax: 416.613.8290
Email: sjoshi@reconllp.com

File No: 00607

DATE ON WHICH ORDER WAS PRONOUNCED:

April 29, 2026

NAME OF JUDGE WHO MADE THIS ORDER:

Justice Bourque

LOCATION OF HEARING:

Edmonton, Alberta

AFFIDAVIT OF ANTHONY FISHER

(Sworn April 24, 2026)

I, **Anthony Fisher**, of the City of Calgary, in the province of Alberta, **MAKE OATH AND SAY:**

1. I am the founder and now the sole director of Harmony Heating and Air Conditioning Inc., (the "**Company**") and as such I have knowledge of the matters set out below. Where I have relied on information from others, I state the source of such information and verily believe it to be true.

I. OVERVIEW

2. This affidavit is submitted in support of a motion for an order that, among other things:

- a. abridges the time for service of this motion, validates the manner of service, and declares that this motion is properly returnable before the Court;
- b. extends the time for the filing of a proposal for a period of 45 days up to and including June 14, 2026;
- c. approves a debtor-in-possession facility in the maximum amount of \$25,000 (the "**DIP Facility**") and DIP Charge (defined below);
- d. approves an administration charge up to a maximum of \$100,000 over the assets, property and undertaking of the Company in favour of counsel to the Company, the Proposal Trustee and counsel to the Proposal Trustee (the "**Administration Charge**");
- e. approves a sale process; and
- f. approves the First Report of the Proposal Trustee dated and the actions, conduct and activities described therein, provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval; and

3. such further and other relief as this Honourable Court deems just.

II. BACKGROUND

4. I founded the Company on March 18, 2008 when I had just turned 26 years old. At first I was its sole employee and operated out of a work van with a basic set of tools.

5. Shortly after that time, I brought a partner into the Company. Together we grew it into a business employing 25 people and generating approximately \$6.5 million in annual revenue.

6. In 2024, the Company was approached by MechCan Inc., which expressed an interest in acquiring the Company as part of an aggregation of HVAC companies. Eventually, my partner sold all his shares of the Company and I sold some of mine while retaining a 40% interest.

7. My employment with the Company was terminated in late August of 2025. I believe that my employment was supposed to have been ensured in the share sale arrangements. I remained a shareholder and director of the Company.

8. At the time of my termination, I believed that the Company was financially stable.

9. In the months following my termination, I observed a number of operational changes and decisions being implemented that I disagreed with and believed to be detrimental to the company.

III. ASSETS OF THE APPLICANT

10. The Company's main assets are its accounts receivable, along with a relatively modest amount of inventory, some office equipment, and some tools as well as vehicles used for workers to attend job sites.

IV. CREDITORS OF THE APPLICANT

11. The Company's principal creditor is National Bank of Canada, which holds security over the Company's assets in respect of indebtedness owing of more than \$9 million, which I am told by Brendan Bissell of Reconstruct LLP, the Company's counsel, is also secured by way of cross-guarantees against the assets of the other HVAC companies comprising the MechCan group.

12. The Company has no other generally secured creditors but does have equipment specific lessor/lenders, who are listed in the PPSR report for the Company is attached as **Exhibit "A"** and shown in the search summary prepared by Reconstruct LLP and attached as **Exhibit "B"**.

13. The Company's records show amounts owing to unsecured creditors in the amount of \$883,000, as shown on the Statement of Affairs, filed with the NOI (defined below), a copy of which is attached hereto as **Exhibit "C"**.

V. CAUSES OF INSOLVENCY

14. I understand from Spencer Ross and Arthur Phillips, the principals of the MechCan Group, that the group began experiencing financial difficulties due to challenges in the economic environment including:

- a) reduction in consumer spending;
- b) increased costs due to trade and tariff wars without a meaningful ability to pass on long price increases to consumers while remaining competitive in a saturated market; and
- c) pandemic pull forward whereby many households replaced equipment during COVID resulting in fewer repairs and replacements in the current market.

15. I have since learned from **Messrs.** Ross and Phillips that during the summer of 2025 management undertook a turnaround plan which focused on operational initiatives in an effort to reduce costs. The turnaround plan initiatives included: i) a cross-staffed call centre; ii) cost cutting

through centralization; and iii) the establishment of marketing programs. The cost of the initiatives together with the changed economic environment stressed the MechCan Group’s liquidity leading it to make the decision to file Notices of Intention to Make a Proposal for most of the companies within the group.

16. The Company filed a Notice of Intention to Make a Proposal on March 31, 2026, a copy of the certificate for which is attached as **Exhibit “D”**. It further filed its 13-week cash flow projections, a copy of which is attached as **Exhibit “E”**.

VI. PLANNED RESTRUCTURING STEPS

17. In discussion with NBC and the Proposal Trustee, the Company intends to seek to sell itself as a going concern. This will be accomplished through a proposed stalking horse asset purchase agreement (the **“APA”**) with a company that I have set up to do so, a copy of which is attached as **Exhibit “F”**.

18. The principal terms of the APA are as follows:

Term	Details
Vendor	Harmony Heating and Air Conditioning Inc.
Purchaser	2811153 Alberta Ltd.
Transaction Structure	Approval and vesting structure for an asset purchase agreement.
Purchase Price	\$375,000 plus Cure Costs, if any.
Purchased Assets	Effective as of Closing Time, all of the Vendor’s right, title and interest in the Assumed Contracts, Books and Records, Claims of the Company, Equipment, Vehicles owned by the Company, Inventory and Suppliers, Receivables, all customer lists and supplier lists, and any other assets that the Purchaser elects to include in writing to the Vendor, no less than five (5) Business Days prior to Closing in accordance with the terms of the Asset Purchase Agreement (collectively, the “Purchased Assets”).
Excluded Assets	The Excluded Assets include, among others: <ul style="list-style-type: none"> • the Purchase Price; • cash, bank balances, monies in possession banks and other depositories, term or time deposits and similar cash items of, owned or held by or for the account of the Vendor; and

	<ul style="list-style-type: none"> any Contracts or Personal Property Leases that the Purchaser elects to identify as Excluded Assets in writing prior to Closing in accordance with the terms of this Agreement.
Assumed Liabilities	Only the Liabilities of the Vendor incurred under or in respect of (i) the Purchased Assets ; and (ii) the Assumed Contracts.
Excluded Liabilities	Other than the Assumed Liabilities, the Purchaser shall not be liable for any debts, liabilities or other obligations of the Vendor.
Key Conditions to Closing	<p>The key conditions to the Closing of the Transaction are, among other things:</p> <ul style="list-style-type: none"> (a) The Approval and Vesting Order shall have been granted by the Court and shall be Final. (b) The Vendor shall have terminated the employment of the Terminated Employees, and all liabilities owing to any such Terminated Employees in respect of such terminations,
Break Fee	\$10,000, inclusive of any GST.
Closing Date	The date that is ten (10) Business Days following the date on which the Approval and Vesting Order becomes a final order or such other date as the Parties may agree to in writing with the consent of the Proposal Trustee.

19. Given that I have an indirect interest in acquiring the assets of the Company, the Company proposes that the Proposal Trustee should conduct a sale process in respect of the APA and bring any resulting motion for approval of the successful bid under that process.

VII. EXTENSION OF TIME TO FILE A PROPOSAL

20. Since the NOI Filing, the Debtor has been engaged in discussions regarding a restructuring proposal. I have been involved in those discussions.

21. The current time prescribed to file a proposal will run out as of April 30, 2026. The Debtor requires more time to file a proposal. Accordingly, the Debtor is requesting a 45-day extension of time pursuant to Section 50.4(9) of the BIA, up to June 15, 2026 (seeing as June 14 is a Sunday), to make a proposal.

22. The Debtor has acted in good faith and with due diligence in engaging with management, creditors and potential clients to explore various restructuring options with the assistance of the Proposal Trustee. The extension of time will permit the Debtor to reach a viable going concern proposal. I am not aware of any creditors who will be materially prejudiced by the extension of time.

VIII. APPROVAL OF A DIP FACILITY

23. In order to fund the restructuring proceeding, the Debtor has entered into a commitment letter dated April 24, 2026 (the "**Commitment Letter**") with a company that I own (the "**DIP Lender**"). Pursuant to the Commitment Letter, the DIP Lender has agreed to advance a maximum of \$25,000 in principal (the "**DIP Facility**"). A copy of the Commitment Letter is appended hereto as **Exhibit "G"**.

24. The Commitment Letter sets out, among others, the following conditions to financing:

- (a) court approval of a charge over the assets, property and undertaking of the Debtor in favour of the DIP Lender to secure any advances made;
- (b) the execution of definitive documents, if any, satisfactory to the DIP Lender;
- (c) interest will be at National Bank of Canada's Prime Rate plus 1% per annum, and shall be paid monthly on the 26th day of each month;
- (d) No set up fee shall be payable by the Company in connection with the Interim Facility;
- (e) The Debtor shall pay the DIP Lender's legal fees and disbursements incurred in connection with the Interim Facility, including the costs to prepare and enforce this Agreement and recover payment of the Interim Advances

25. The DIP Facility is required by the Debtor to ensure it is able to operate and that it has sufficient liquidity to perform the proposed contract if such contract is finalized. As set out in the First Report of the Proposal Trustee, to be filed, the amount available under the DIP Facility is sufficient to permit the Debtor to operate throughout the extended stay period.

IX. ADMINISTRATION CHARGE

26. The Company seeks a priority Administration Charge ranking ahead of all other charges and encumbrances in favour of its counsel, the Proposal Trustee, and the Proposal Trustee's counsel to secure the payment of fees and expenses incurred in connection with this proceeding. The Company seeks an Administration Charge up to the maximum amount of \$100,000.

27. The NOI proceeding is necessary to maximize value available to creditors and stakeholders. No creditor will be materially prejudiced by the granting of the charge given minimal size of the charge relative to the equity available. The Proposal Trustee is supportive of the proposed Administration Charge.

X. CONCLUSION

28. For the reasons set out herein, the Applicant respectfully requests that this Court grant the relief requested herein.

SWORN REMOTELY by Anthony Fisher)
stated as being located in Puerto Vallarta)
Mexico, before me at the City of Toronto,)
in the Province of Ontario, this 24th day)
of April 2026, in accordance with O. Reg)
431/20, *Administering Oath or*)
Declaration Remotely)
)

Signed by:
Alina Stoica
121A421EEB2349C...

ALINA STOICA

Signed by:
Anthony Fisher
682ACD861F8B471

ANTHONY FISHER

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **ANTHONY FISHER** SWORN REMOTELY BY **ANTHONY FISHER** STATED
AS BEING LOCATED IN PUERTO VALLARTA, MEXICO BEFORE ME AT THE CITY OF
TORONTO, IN THE PROVINCE OF ONTARIO THIS 24TH DAY OF APRIL 2026, IN
ACCORDANCE WITH

O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

Signed by:

Alina Stoica

121A421EEB2349C...

A COMMISSIONER FOR TAKING AFFIDAVITS
ALINA STOICA

Search ID #: Z19973476

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 21110600292

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Nov-06

Registration Status: Current

Expiry Date: 2029-Nov-06 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC
BAY 113, 427 51 AVENUE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 SUMMIT ACCEPTANCE CORP
1260 HIGHFIELD CRES SE
CALGARY, AB T2G5M3
Email: abppsa_notifications@kaizenauto.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	54DC4W1D5MS205521	2021	ISUZU NPR HD EFI	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	16' ITB VAN BODY WITH RAMP, SERIAL # ITB 21 - 18167.	Current

ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 21111720945

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Nov-17

Registration Status: Current

Expiry Date: 2029-Nov-17 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	HARMONY HEATING AND AIR CONDITIONING INC BAY 113 427 51 AVE SE CALGARY, AB T2H0M8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	SUMMIT ACCEPTANCE CORP 1260 HIGHFIELD CRES SE CALGARY, AB T2G5M3 Email: abppsa_notifications@kaizenauto.com	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	54DC4W1D5MS205521	2021	NPR ISUZU	MV - Motor Vehicle	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 23030733593

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-07

Registration Status: Current

Expiry Date: 2031-Mar-07 23:59:59

Inexact Match on: Debtor No: 1

Amendments to Registration

25101022334

Amendment

2025-Oct-10

Debtor(s)

Block

Status

1 HARMANI WHITEHOUSE MANOR INC.
200 - 10310 JASPER AVENUE
EDMONTON, AB T5J 1Y8

Current

Block

Status

2 HARMANI INVESTMENTS INC.
200, 10310 JASPER AVENUE
EDMONTON, AB T5T 1Y8

Current by
25101022334

Secured Party / Parties

Block

Status

1 COMPUTERSHARE TRUST COMPANY OF CANADA
401, 10 KING STREET EAST
TORONTO, ON M5C 1C3
Email: abautonsp@teranet.ca

Deleted by
25101022334

Block

Status

2 PEAKHILL CAPITAL INC.
401, 10 KING STREET EAST
TORONTO, ON M5C 1C3
Email: abautonsp@teranet.ca

Deleted by
25101022334

Search ID #: Z19973476

Block

3 COMPUTERSHARE TRUST COMPANY OF CANADA
105 ADELAIDE STREET WEST, SUITE 820
TORONTO, ON M5H 1P9
Email: ph.servicing.admin@Peakhillcapital.com

Status

Current by
25101022334

Collateral: General

Block

Description

Status

1	Collateral - General Description:	Current
2	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE	Current
3	DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, INVESTMENT	Current
4	PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES	Current
5	AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY	Current
6	SECURITY ACT) AND INSURANCE PROCEEDS.	Current
7	Additional Information:	Current
8	The foregoing is limited to all present and after acquired	Current
9	personal property now or hereafter situated on the lands	Current
10	described below (and any other legal descriptions by which	Current
11	such lands may be described whether by subdivision,	Current
12	condominiumization or otherwise) or which is now or at any	Current
13	time may be annexed to, comprised in, pertaining or relating	Current
14	to or used in connection with the lands and all accessions	Current
15	thereto and substitutions therefor; the debtor's interest in	Current
16	any present or hereafter acquired rents, book debts, security	Current
17	deposits and insurance proceeds relating to the lands; and	Current
18	proceeds.	Current
19	LANDS:	Current
20	PLAN B4	Current
21	BLOCK 4	Current
22	LOTS 242 AND 243	Current
23	(10717 105 STREET NW, EDMONTON, ALBERTA)	Current

Search ID #: Z19973476

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The full address of the Secured Party is: Computershare Trust Company of Canada c/o Peakhill Capital Inc. Northbridge Place, 105 Adelaide St W, Suite 820 Toronto, ON M5H 1P9	Current By 25101022334
2	To record amalgamation of Harmani Investments Inc., Harmani Ambleside Inc., Harmani Clareview Inc., Harmani College Plaza Inc., Harmani Hillview Inc., Harmani Hudson Investments Inc., Harmani Lovinac Inc., Harmani Meesha Inc., Harmani Millhurst Manor Inc., Harmani Nina Investments Ltd., Harmani Pepperwood Inc., Harmani Phoenix Inc., Harmani Regal Arms Inc., Harmani Ridgewood Inc., Harmani Ryan Inc., Harmani Shelaine Manor Inc., Harmani Stein Inc., Harmani Ted Inc., Harmani Tipaskan Manor Inc., Harmani Whitehouse Manor Inc. and Harmani Wood Manor Inc. to form Harmani Investments Inc. (2026829503) on February 1, 2025.	Current By 25101022334

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 23042613800

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Apr-26

Registration Status: Current

Expiry Date: 2027-Apr-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
BAY 113 427 51 AVE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING
COMPANY
BOX 1800 RPO LAKESHORE WEST
OAKVILLE, ON L6K 0J8
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTFW1E8XPFA10569	2023	FORD F150	MV - Motor Vehicle	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 24081511544

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Aug-15

Registration Status: Current

Expiry Date: 2031-Aug-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
427-51 AVENUE SE BAY 113
CALGARY, AB T2H 0M8

Current

Secured Party / Parties

Block

Status

1 NATIONAL BANK OF CANADA
130 KING STREET W, 29TH FLOOR
TORONTO, ON M5X 1J8
Email: SAGAR.SETHI@NBC.CA

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 24100505265

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Oct-05

Registration Status: Current

Expiry Date: 2030-Oct-05 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING
427 51 AV SE SUITE 113SUITE 113
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD, ON N5A7X9
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	KL79MRSL9SB024468	2025	Chevrolet Trailblazer	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 24100506177

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Oct-05

Registration Status: Current

Expiry Date: 2030-Oct-05 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR COND
427 51 AV SE SUITE 113SUITE 113
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD, ON N5A7X9
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	KL79MRSL9SB027063	2025	Chevrolet Trailblazer	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 24102310242

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Oct-23

Registration Status: Current

Expiry Date: 2031-Oct-23 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING
427 51 AV SE SUITE 113SUITE 113
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD, ON N5A7X9
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GCWGAFP7R1207184	2024	Chevrolet Express Cargo	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 24112129633

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Nov-21

Registration Status: Current

Expiry Date: 2030-Nov-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
427 51 AVENUE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
10 YORK MILLS ROAD 3RD FLOOR
TORONTO, ON M2P 0A2
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GTW7BFP3R1260714	2024	GMC Savana Cargo	MV - Motor Vehicle	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 24121730218

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Dec-17

Registration Status: Current

Expiry Date: 2029-Dec-17 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
427 42 AVENUE SW SUITE 112
CALGARY, AB T2T 0B7

Current

Secured Party / Parties

Block

Status

1 TD AUTO FINANCE (CANADA) INC.
PO BOX 4086, STATION A
TORONTO, ON M5W 5K3
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GCWGA71R1273312	2024	Chevrolet Express Cargo	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, ALTERNATIONS, REPLACEMENTS AND REPAIRS (WHETHER PRESENT OR FUTURE) TO THE VEHICLE COLLATERAL. PROCEEDS: ALL CASH AND NON-CASH PROCEEDS OF THE VEHICLE COLLATERAL, INCLUDING, WITHOUT LIMITATION, PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE VEHICLE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR(S) FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE VEHICLE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR (S) AFTER ACQUIRED PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO THE SECURED PARTY'S SECURITY INTEREST.	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25021006450

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Feb-10

Registration Status: Current

Expiry Date: 2031-Feb-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	HARMONY HEATING AND AIR CONDITIONING INC. 113 - 427 51 AVE SE CALGARY, AB T2H0M8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	FORD CREDIT CANADA COMPANY PO BOX 8651 STN MAIN CONCORD, ON L4K 0N8 Email: albertaprod@teranet.ca	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBR1XG8RKB61740	2024	FORD T250	MV - Motor Vehicle	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25042235428

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Apr-22

Registration Status: Current

Expiry Date: 2032-Apr-22 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
SUITE 113 427 51 AVENUE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
10 YORK MILLS ROAD 3RD FLOOR
TORONTO, ON M2P 0A2
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	KL77LFE24SC207556	2025	Chevrolet Trax	MV - Motor Vehicle	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25052729097

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-May-27

Registration Status: Current

Expiry Date: 2031-May-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
113 427 51 AVE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 FORD CREDIT CANADA COMPANY
PO BOX 8651 STN MAIN
CONCORD, ON L4K 0N8
Email: albertaprod@trader.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FDXE4FN4SDD16518	2025	Ford F450	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	23580104	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25052825368

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-May-28

Registration Status: Current

Expiry Date: 2031-May-28 23:59:59

Inexact Match on: Debtor No: 4

Amendments to Registration

25071707947

Amendment

2025-Jul-17

Debtor(s)

Block

1 SANDERS, MELANIE, ANNE
5113 53 AVE
STONY PLAIN, AB T7Z 1B9

Birth Date:
1970-Jul-24

Status

Deleted by
25071707947

Block

2 2680196 ALBERTA LTD
4 4402 37 ST
STONY PLAIN, AB T7Z 2A9

Status

Current

Block

3 SANDERS, MELANIE, ANNE
5112 53 AVE
STONY PLAIN, AB T7Z1B9

Birth Date:
1970-Jul-24

Status

Current by
25071707947

Block

4 HARMONY IN HEATH
4 4402 37 ST
STONY PLAIN, AB T7Z2A9

Status

Current by
25071707947

Search ID #: Z19973476

Secured Party / Parties

Block

Status

Current

1 XPEDITE LEASING INC.
129, 625 PARSONS RD SW
EDMONTON, AB T6X 0N9
Email: customerservice@pcclease.com

Collateral: General

Block

Description

Status

Current

1 ALL 2025 PLEXR PLUS COMES WITH -SMOKE EVACUATOR AND ALL PARTS & ATTACHMENTS, EQUIPMENT LEASED TO THE DEBTOR FROM THE SECURED PARTY PURSUANT TO LEASE REFERENCE NUMBER CD2503041234, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, REPLACEMENTS, OR SUBSTITUTIONS THERETO AND ALL PROCEEDS THEREOF, INCLUDING BUT NOT LIMITED TO, GOODS, INTANGIBLES, DOCUMENTS OF TITLE, CHATTEL PAPER, MONEY AND INSURANCE PROCEEDS.

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25060312783

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Jun-03

Registration Status: Current

Expiry Date: 2030-Jun-03 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
427 42 AVENUE SW SUITE 112
CALGARY, AB T2T 0B7

Current

Secured Party / Parties

Block

Status

1 TD AUTO FINANCE (CANADA) INC.
PO BOX 4086, STATION A
TORONTO, ON M5W 5K3
Email: albertaprod@trader.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GTW7AFP7S1169106	2025	GMC Savana Cargo	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, ALTERNATIONS, REPLACEMENTS AND REPAIRS (WHETHER PRESENT OR FUTURE) TO THE VEHICLE COLLATERAL. PROCEEDS: ALL CASH AND NON-CASH PROCEEDS OF THE VEHICLE COLLATERAL, INCLUDING, WITHOUT LIMITATION, PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE VEHICLE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR(S) FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE VEHICLE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR (S) AFTER ACQUIRED PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO THE SECURED PARTY'S SECURITY INTEREST.	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25121119667

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Dec-11

Registration Status: Current

Expiry Date: 2031-Dec-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
427 51 AVENUE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 SOMERVILLE NATIONAL LEASING & RENTALS LTD.
75 ARROW ROAD
TORONTO, ON M9M2L4
Email: cfoster@somervilleauto.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBR2C80SKB20061	2025	FORD TRANSIT CARGO	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	PURSUANT TO LEASE AGREEMENT UNIT#FL7666, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT UNIT#FL7666 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL, PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 2025 FORD TRANSIT CARGO	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25121119961

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Dec-11

Registration Status: Current

Expiry Date: 2031-Dec-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	HARMONY HEATING AND AIR CONDITIONING INC. 427 51 AVENUE SE CALGARY, AB T2H0M8	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	SOMERVILLE NATIONAL LEASING & RENTALS LTD. 75 ARROW ROAD TORONTO, ON M9M2L4 Email: cfoster@somervilleauto.com	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBR2C82SKB27447	2025	FORD TRANSIT CARGO	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	PURSUANT TO LEASE AGREEMENT UNIT#FL7667, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT UNIT#FL7667 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL, PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 2025 FORD TRANSIT CARGO	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25121120181

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Dec-11

Registration Status: Current

Expiry Date: 2031-Dec-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
427 51 AVENUE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 SOMERVILLE NATIONAL LEASING & RENTALS LTD.
75 ARROW ROAD
TORONTO, ON M9M2L4
Email: cfoster@somervilleauto.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTBR2C85SKB19990	2025	FORD TRANSIT CARGO	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	PURSUANT TO LEASE AGREEMENT UNIT#FL7668, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT UNIT#FL7668 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL, PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 2025 FORD TRANSIT CARGO	Current

Search ID #: Z19973476

Business Debtor Search For:

HARMONY HEATING AND AIR CONDITIONING INC.

Search ID #: Z19973476

Date of Search: 2026-Apr-22

Time of Search: 09:24:49

Registration Number: 25121120333

Registration Type: SECURITY AGREEMENT

Registration Date: 2025-Dec-11

Registration Status: Current

Expiry Date: 2031-Dec-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 HARMONY HEATING AND AIR CONDITIONING INC.
427 51 AVENUE SE
CALGARY, AB T2H0M8

Current

Secured Party / Parties

Block

Status

1 SOMERVILLE NATIONAL LEASING & RENTALS LTD.
75 ARROW ROAD
TORONTO, ON M9M2L4
Email: cfoster@somervilleauto.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTYE2C8XSKA80657	2025	FORD TRANSIT CARGO	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	PURSUANT TO LEASE AGREEMENT UNIT#FL7665, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT UNIT#FL7665 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL, PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 2025 FORD TRANSIT CARGO	Current

Search ID #: Z19973476

Result Complete

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF **ANTHONY FISHER** SWORN REMOTELY BY **ANTHONY FISHER** STATED
AS BEING LOCATED IN PUERTO VALLARTA, MEXICO BEFORE ME AT THE CITY OF
TORONTO, IN THE PROVINCE OF ONTARIO THIS 24TH DAY OF APRIL 2026, IN
ACCORDANCE WITH
O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

Signed by:
Alina Stoica
121A421EEB2349C...

A COMMISSIONER FOR TAKING AFFIDAVITS
ALINA STOICA

PPSA SUMMARY OF HARMONY

	Secured Party	Prov.	Reg. No.	Reg. Date	Reg. Period	Collateral
	SUMMIT ACCEPTANCE CORP	AB	21110600292	11/06/2021	8	Motor Vehicle 2021 ISUZU NPR HD EFI 54DC4W1D5MS205521 16' itb van body with ramp, serial # itb 21 - 18167. All attachments, accessories, accessions, replacements, Substitutions, additions and improvements to the above mentioned collateral and all proceeds in any form derived directly or indirectly from any dealing with such collateral and a right to an Insurance payment or any payment that indemnifies or compensates for loss or damage to such collateral or proceeds of such collateral, proceeds: goods, securities, documents of title, chattel paper, instruments, money and intangibles.
			21111720945	11/17/2021	8	Motor Vehicle 2021 NPR ISUZU 54DC4W1D5MS205521

	FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY	ON	23042613800	4/26/2023	4	Motor Vehicle 2023 FORD F150 1FTFW1E8XPFA10569
	NATIONAL BANK OF CANADA	ON	24081511544	08/15/2024	7	All present and after acquired personal property.
	THE BANK OF NOVA SCOTIA	ON	24100505265	10/05/2024	6	Motor Vehicle 2025 Chevrolet Trailblazer KL79MRSL9SB024468 Our security interest is limited to the motor vehicles listed above and the proceeds of those vehicles.
			24100506177	10/05/2024	6	Motor Vehicle 2025 Chevrolet Trailblazer KL79MRSL9SB027063 Our security interest is limited to the motor vehicles listed above and the proceeds of those vehicles.
			24102310242	10/223/2024	7	Motor Vehicle 2024 Chevrolet Express Cargo 1GCWGAFP7R1207184 Our security interest is limited to the motor vehicles listed above and the proceeds of those

							vehicles.
	ROYAL BANK OF CANADA	ON		24112129633	11/21/2024	7	Motor Vehicle 2024 GMC Savana Cargo 1GTW7BFP3R1260714
				25042235428	4/22/2025	7	Motor Vehicle 2025 Chevrolet Trax KL77LFE24SC207556
	TD AUTO FINANCE (CANADA) INC.	ON		24121730218	12/17/2024	5	Motor Vehicle 2024 Chevrolet Express Cargo 1GCWGAF71R1273312 All attachments, accessories, additions, alternations, replacements and repairs (whether present or future) to the vehicle collateral. Proceeds: all cash and non-cash proceeds of the vehicle collateral, including, without limitation, proceeds derived directly or indirectly from any dealing with the vehicle collateral or that indemnifies or compensates the debtor(s) for the destruction or damage to or loss of the vehicle collateral. The proceeds may take the form of any one or more of the following: goods, documents of title, chattel paper, instruments, money, investment property or intangibles. Accordingly, any of

					<p>the debtor (s) after acquired property may be proceeds and therefore subject to the secured party's security interest.</p>
		<p>25060312783</p>	<p>6/03/2025</p>	<p>5</p>	<p>Motor Vehicle 2025 GMC Savana Cargo 1GTW7AFP7S1169106 All attachments, accessories, additions, alternations, replacements and repairs (whether present or future) to the vehicle collateral. Proceeds: all cash and non-cash proceeds of the vehicle collateral, including, without limitation, proceeds derived directly or indirectly from any dealing with the vehicle collateral or that indemnifies or compensates the debtor(s) for the destruction or damage to or loss of the vehicle collateral. The proceeds may take the form of any one or more of the following: goods, documents of title, chattel paper, instruments, money, investment property or intangibles. Accordingly, any of the debtor (s) after acquired property may be proceeds and therefore subject to the secured party's security interest.</p>
	<p>FORD CREDIT CANADA</p>	<p>25021006450</p>	<p>02/10/2025</p>	<p>6</p>	<p>Motor Vehicle</p>

	COMPANY					2024 FORD T250 1FTBR1XG8RKB61740
			25052729097	5/27/2025	6	Motor Vehicle 2025 Ford F450 1FDXE4FN4SDD16518
	SOMERVILLE NATIONAL LEASING & RENTALS LTD.	ON	25121119667	12/11/2025	6	2025 FORD TRANSIT CARGO 1FTBR2C80SKB20061 Pursuant to lease agreement unit#17666, all present and future equipment encompassed by lease agreement unit#17666 together with all attachments accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds of every type, item or kind in any form derived directly or indirectly from any dealing with collateral including without limitation trade- ins, equipment, inventory, goods, notes, chattel, paper, contract rights, accounts, rental payments, securities, intangibles, documents of title and money and all proceeds of proceeds and a right to any insurance payment and any other payment that indemnifies or compensates for loss or damage to the collateral including but not limited to the

		2512119961	12/11/2025	6	<p>following 2025 ford transit cargo.</p> <p>Motor Vehicle</p> <p>2025 FORD TRANSIT CARGO 1FTBR2C82SKB27447</p> <p>Pursuant to lease agreement unit#f17667, all present and future equipment encompassed by lease agreement unit#f17667 together with all attachments accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds of every type, item or kind in any form derived directly or indirectly from any dealing with collateral including without limitation trade-ins, equipment, inventory, goods, notes, chattel, paper, contract rights, accounts, rental payments, securities, intangibles, documents of title and money and all proceeds of proceeds and a right to any insurance payment and any other payment that indemnifies or compensates for loss or damage to the collateral including but not limited to the following 2025 ford transit cargo.</p>
		25121120181	12/11/2025	6	<p>Motor Vehicle</p> <p>2025 FORD TRANSIT CARGO</p>

						<p>1FTBR2C85SKB19990</p> <p>Pursuant to lease agreement unit#17668, all present and future equipment encompassed by lease agreement unit#17668 together with all attachments accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds of every type, item or kind in any form derived directly or indirectly from any dealing with collateral including without limitation trade-ins, equipment, inventory, goods, notes, chattel, paper, contract rights, accounts, rental payments, securities, intangibles, documents of title and money and all proceeds of proceeds and a right to any insurance payment and any other payment that indemnifies or compensates for loss or damage to the collateral including but not limited to the following 2025 ford transit cargo.</p>
			<p>25121120333</p>	<p>12/11/2025</p>	<p>6</p>	<p>Motor Vehicle</p> <p>2025 FORD TRANSIT CARGO 1FTYE2C8XSKA80657</p> <p>Pursuant to lease agreement unit#17665, all present and future equipment encompassed by lease agreement unit#17665</p>

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF **ANTHONY FISHER** SWORN REMOTELY BY **ANTHONY FISHER** STATED
AS BEING LOCATED IN PUERTO VALLARTA, MEXICO BEFORE ME AT THE CITY OF
TORONTO, IN THE PROVINCE OF ONTARIO THIS 24TH DAY OF APRIL 2026, IN
ACCORDANCE WITH
O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

Signed by:

121A421EEB2349C...

A COMMISSIONER FOR TAKING AFFIDAVITS
ALINA STOICA

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 Harmony Heating and Air Conditioning Inc.
 of the City of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
1365795 Alberta Ltd.	113, 427 51 Ave SE Calgary AB T2H 0M8		13,013.20
1500609 Alberta Ltd. (The Wire)	1078 6 Ave SW, Calgary AB T2P 5N6		5,860.31
403 TECH	4640 72 Ave SE #210W Calgary AB T2C 3Z2		4,520.88
ABC Coring Ltd.	PO Box 20051 East Airdrie RPO AB T4A 0C2		3,044.99
Alberta Breaker Supply Co. Ltd.	5734 Burbank Road SE Calgary AB T2H 1Z6		290.20
Alggin Metal Industries Ltd	4540 46th Avenue SE Calgary AB T2B 3N7		4,605.03
American Express c/o FCT Default Solutions Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9		303,329.09
Ammolite Technology Ltd.	205, 259 Midpark Way SE Calgary AB T2X 1M2		721.88
Andrew Sheret Limited	1320 Highfield Crescent SE Calgary AB T2G 5M3		23,168.62
Bartle & Gibson	4300 21 Street NE Calgary AB T2E 9A6		30,317.54
Bell Mahoney Roofing	65 Chapalina Manor SE Calgary AB T2X 3P2		840.00
BGE	5711 103A Street Edmonton AB T6H 2J6		511.70
Canadian Linen and Uniform Service Co.	4525 Manilla Road SE Calgary AB T2G 4B6		506.90
Carrier Enterprise Canada	P.O. BOX C9509C STN M Calgary AB T2P 5L8		4,378.50

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 Harmony Heating and Air Conditioning Inc.
 of the City of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
CIP Office Technology	940a 11 Avenue SW Calgary AB T2R 0E7		250.00
City of Calgary	400 39th Ave SE, Calgary AB T2G 5P8	Provincial Court - Tickets	250.00
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	811703552	250.00
Creation Renovations	28 Coventry Circle NE Calgary AB T3K 4X7		250.00
Dafco Filtration Group Corporation	5390 Ambler Dr Mississauga ON L4W 1G9		660.77
Diamond Fireplace & Stone	4 - 10221 15th St NE Calgary AB T3J 0T1		250.00
Ecco Heating Products Ltd	11 - 11150 38th St SE Calgary AB T2C 2Z6		11,733.30
Employees of Harmony Heating & Air Conditioning Inc.	c/o BDO Canada Limited 20 Wellington Street East, Suite 500 Toronto ON M5E 1C5		250.00
Engineering Dynamics Limited	137 Pick Road Carleton Place ON K7C 3P1		5,886.30
Gescan - Division of Sonepar	10449 - 120th St Surrey BC V3V 4G4		3,433.27
Goodman Company Canada	Unit 3, 8305 Jane Street Vaughan ON L4K 5Y3		4,582.31
HSI	6136 Frisco Square Blvd Ste 285 Frisco TX 75034 USA		5,910.00
Indeed	2 Bloor St. W, 12th Floor Toronto ON M4W 3E2		523.78
Independent Supply Company	2808 Ingleton Ave Burnaby Burnaby BC V5C 6G7		1,092.42

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 Harmony Heating and Air Conditioning Inc.
 of the City of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Jan Pro	10809 – 27th Street SE Calgary AB T2Z 3V9		1,008.00
Jim Pattison Industries Ltd. dba Jim Pattison Lease Ion Lazar	4937 Regent Street Burnaby BC V5C 4H4		5,528.75
Jobber	Suite 400 10520 Jasper Ave Edmonton AB T5J 1Z7		250.00
Kinghome Canada	Four Valley Dr Vaughan ON L4K 4V8		26,698.35
Lennox Industries Ltd.	5350 86 Ave SE Calgary AB T2C 2R3		19,457.49
Liftex Equipment Rentals Inc	10403 50 St SE Calgary AB T2C 2B8		1,758.75
National Bank of Canada	130 King St. W, Exchange Tower, 29th Floor Toronto ON M5C 1J9		130,165.87
National Energy Equipment Inc.	1850 DERRY ROAD EAST Mississauga ON L5S 1Y6		56,737.45
PHMG	401 N Michigan Ave Chicago IL 60611 USA		366.42
QR CODE CREATOR	Beacon South Quarter, Sandyford Dublin Co. Dublin D18 FA07 Ireland 407 Cubes 1 Ireland		250.00
Red Rock Automotive	5011A 11 Street SE Calgary AB T2H 1M7		250.00
Refrigerative Supply Limited	3958 Myrtle St. Burnaby BC V5C 4G2		43,802.71
Reliable Parts Bankruptcy Department	85 North Bend Street Coquitlam BC V3K 6N1		250.00
Robinson Supply	5452 53 Ave SE Calgary AB T2C 4R3		312.90

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 Harmony Heating and Air Conditioning Inc.
 of the City of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Service Titan	800 N Brand Blvd #100 Glendale CA 91203 USA		7,547.76
Shaw Business Solutions	PO Box 1607 Station Main Calgary AB T2P 2L7		409.39
Sinclair Supply Ltd. Marcia Rollin, Credit Manager	10914 120th Street Edmonton AB T5H 3P7		4,986.56
Somerville National Leasing Manager on Duty	75 Arrow Road Toronto ON M8M 2L4		250.00
Super Save Group	19395 Langley By-Pass Surrey BC V3S 6K1		2,248.43
Telus Mobility Services c/o General Credit Services Inc.	Insolvency Management Services (IMS) Box 3780, VMPO Vancouver BC V6B 3Z1		2,566.78
The Bolt Supply House Ltd.	3909C Manchester Road SE Calgary AB T2G 4A1		1,417.68
The Emco Corporation Calgary	224 - 61st Ave SE Calgary AB T2H 0R3		41,153.36
The Master Group	6 2320 35th Avenue NE Calgary AB T2E 6S9		4,357.60
Trans Canada	PO Box 4232 Postal Station A Toronto ON M5W 5P4		1,391.86
Troysway Fencing Ltd.	141 Kingsbury Close SE Airdrie AB T0M 0E0		425.00
Ventilation Direct	Suite 149-293 14460 New Falls of Neuse Rd Raleigh NV 27614 USA		3,690.17
WCB Alberta	150, 4311 12 St NE Calgary AB T2E 4P9		3,636.37
Wolseley Canada Inc/Wolseley Mechanical Group	5 10775 42 St SE Calgary AB T2S 2Y8		40,904.78

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
Harmony Heating and Air Conditioning Inc.
of the City of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Yellow Pages	350 Burnhamthorpe Rd W Suite 100 Mississauga ON L5B 3J1		51,611.70
Total			883,865.12

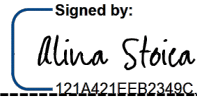
Signed by:

Anthony Fisher

682ACD881F8B471...

Harmony Heating and Air Conditioning Inc.
Insolvent Person

THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF **ANTHONY FISHER** SWORN REMOTELY BY **ANTHONY FISHER** STATED
AS BEING LOCATED IN PUERTO VALLARTA, MEXICO BEFORE ME AT THE CITY OF
TORONTO, IN THE PROVINCE OF ONTARIO THIS 24TH DAY OF APRIL 2026, IN
ACCORDANCE WITH
O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

Signed by:

121A421EEB2349C

A COMMISSIONER FOR TAKING AFFIDAVITS
ALINA STOICA



Industry Canada
**Office of the Superintendent
of Bankruptcy Canada**

Industrie Canada
**Bureau du surintendant
des faillites Canada**

District of: Alberta
Division No.: 02 - Calgary
Court No.: 25-3354154
Estate No.: 25-3354154

In the Matter of the Notice of Intention to make a proposal of:

Harmony Heating and Air Conditioning Inc.

Insolvent Person

BDO CANADA LIMITED / BDO CANADA LIMITÉE

Licensed Insolvency Trustee

Date of the Notice of Intention:

March 31, 2026

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: March 31, 2026, 15:20

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF **ANTHONY FISHER** SWORN REMOTELY BY **ANTHONY FISHER** STATED
AS BEING LOCATED IN PUERTO VALLARTA, MEXICO BEFORE ME AT THE CITY OF
TORONTO, IN THE PROVINCE OF ONTARIO THIS 24TH DAY OF APRIL 2026, IN
ACCORDANCE WITH
O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

Signed by:

121A421EEB2349C...

A COMMISSIONER FOR TAKING AFFIDAVITS
ALINA STOICA

IN THE MATTER OF THE PROPOSAL OF
HARMONY HEATING AND AIR CONDITIONING INC.
OF THE CITY OF CALGARY
IN THE PROVINCE OF ALBERTA

STATEMENT OF PROJECTED CASH FLOW

Week #	1	2	3	4	5	6	7	8	9	10	11	12	13	13-Week Total
Week Ending	10-Apr-26	17-Apr-26	24-Apr-26	1-May-26	8-May-26	15-May-26	22-May-26	29-May-26	5-Jun-26	12-Jun-26	19-Jun-26	26-Jun-26	3-Jul-26	
Cash Receipts:														
AR Collections	116,294	115,238	115,238	115,238	119,438	119,438	119,438	119,438	119,438	119,438	119,438	119,438	119,438	1,536,944
Other Receipts	52,602	-	-	-	-	-	-	-	-	-	-	-	-	52,602
Total Cash Receipts	168,896	115,238	115,238	115,238	119,438	119,438	119,438	119,438	119,438	119,438	119,438	119,438	119,438	1,589,546
Cash Disbursements:														
Direct Labour	38,250	-	38,250	-	38,250	-	38,250	-	38,250	-	-	38,250	-	229,500
Office Wages	19,000	-	19,000	-	19,000	-	19,000	-	19,000	-	-	19,000	-	114,000
Commissions	14,000	-	14,000	-	14,000	-	14,000	-	14,000	-	-	14,000	-	84,000
Benefits	8,040	10,000	-	10,000	-	15,000	-	15,000	-	20,000	-	20,000	-	98,040
Marketing	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	94,250
Equipment	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	341,250
Materials	13,125	13,125	13,125	13,125	13,125	13,125	13,125	13,125	13,125	13,125	13,125	13,125	13,125	170,625
Sommerville Leases	5,697	-	-	-	-	-	-	-	-	-	-	-	-	5,697
Truck Costs	5,428	4,350	6,445	3,250	7,710	3,250	5,558	7,710	5,710	4,250	5,540	7,087	4,350	70,638
Insurance	-	-	-	8,551	-	-	-	6,256	-	-	-	-	6,256	21,063
Rent	7,150	-	-	7,150	-	-	-	-	7,150	-	-	-	7,150	28,600
Software	11,847	-	-	8,000	-	-	-	-	8,000	-	-	-	8,000	35,847
Office Costs	4,570	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	28,570
Professional Fees	-	26,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	84,000
GST Remittances	-	-	-	15,000	-	-	-	-	15,000	-	-	-	15,000	45,000
Pre-NOI RRSP Contributions	2,160	-	-	-	-	-	-	-	-	-	-	-	-	2,160
Contingency	13,840	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	37,840
Total Cash Disbursements	176,607	91,225	133,570	107,826	134,835	74,125	132,683	84,841	162,985	80,125	61,415	154,212	96,631	1,491,080
Net Cash Flow	(7,711)	24,013	(18,333)	7,412	(15,398)	45,313	(13,246)	34,597	(43,548)	39,313	58,023	(34,775)	22,807	98,466
Harmony Heating and Air Conditioning Inc.														
Per:	BDO Canada Limited													
	Per:													
	David Lewis, CIRP, LIT													
	Senior Vice President													
	09-Apr-26													
	Date													

This statement of projected cash flow for Harmony Heating and Air Conditioning Inc. has been prepared in accordance with section 50(6) of the *Bankruptcy and Insolvency Act*, and should be read in conjunction with the Trustee's Report on Cash Flow dated April 9, 2026.

THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF **ANTHONY FISHER** SWORN REMOTELY BY **ANTHONY FISHER** STATED
AS BEING LOCATED IN PUERTO VALLARTA, MEXICO BEFORE ME AT THE CITY OF
TORONTO, IN THE PROVINCE OF ONTARIO THIS 24TH DAY OF APRIL 2026, IN
ACCORDANCE WITH
O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

Signed by:

Alina Stoica

121A421FEB2349C

A COMMISSIONER FOR TAKING AFFIDAVITS
ALINA STOICA

STALKING HORSE ASSET PURCHASE AGREEMENT

This Agreement is made and entered into this 24th day of April, 2026 (the “**Effective Date**”)

BETWEEN:

HARMONY HEATING AND AIR CONDITIONING INC., a corporation incorporated pursuant to the laws of the Province of Alberta, as vendor (the “**Company**”)

– and –

2811153 ALBERTA LTD., a corporation incorporated pursuant to the laws of the Province of Alberta, as purchaser (the “**Purchaser**”)

WHEREAS:

- A. The Company filed a Notice of Intention to Make a Proposal (the “**NOI**”) under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) on March 31, 2026 (the “**Proposal Proceedings**”). BDO Canada Limited consented to act as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”).
- B. In connection with the Proposal Proceedings, the Company intends to bring a motion before a Judge of the Court of King’s Bench of Alberta (the “**Court**”) for an Order that, *inter alia*: (a) approves and authorizes the Company to conduct a sale investment and solicitation process (the “**Sale Process**”); and (b) approves this Agreement as a Stalking Horse Bid (as defined herein) for the Purchased Assets (as defined herein) in the Sale Process (the “**Sale Process Order**”).
- C. In the event that this Agreement is selected as the Successful Bid (as defined herein) pursuant to the Sale Process, the Company has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to acquire from the Company the Purchased Assets, subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement and the Recitals herein, the following terms shall have the meanings set out below:

- (a) “**Administration Charge**” means a court-ordered super-priority charge ranking in priority to all security interests, Claims and Encumbrances, including, without limitation, the Interim Lender’s Charge, securing the payment of the fees and

disbursements of the Company's legal counsel, the Proposal Trustee and the Proposal Trustee's legal counsel, in each case incurred in connection with the Proposal Proceedings.

- (b) **"Affiliate"** has the meaning given to the term "affiliate" in the *Business Corporations Act*, R.S.O. 1990, c.B-16.
- (c) **"Agreement"** means this asset purchase agreement, as may be amended and restated from time to time in accordance with the terms hereof, with the consent of the Proposal Trustee, and **"Article"** and **"Section"** mean and refer to the specified article, section and subsection of this Agreement.
- (d) **"Applicable Law"** means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.
- (e) **"Approval and Vesting Order"** means an order of the Court, substantially in the form of **Schedule "E"**, that approves this Agreement and the transactions contemplated hereby and vesting, upon the delivery of the Proposal Trustee's Certificate to the Purchaser, all right, title and interest of the Company to the Purchased Assets in the Purchaser, free and clear of all Claims and Encumbrances pursuant to the terms and conditions of this Agreement
- (f) **"Article"** or **"Section"** or **"Schedule"** means the specified Article, Section or Schedule to this Agreement and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.
- (g) **"Assignment Order"** means an order of the Court, in form and substance satisfactory to the Company, Proposal Trustee, and the Purchaser, acting reasonably, and obtained on a motion made on notice to such Persons as the Company and the Purchaser determine, to be sought by the Company, authorizing and approving the assignment to the Purchaser of any Assumed Contracts for which the consent, approval or waiver of the party or parties thereto (other than the Company) is required to assign such Assumed Contracts.
- (h) **"Assumed Contracts"** means the Contracts listed in **Schedule "C"**, as the same may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof.
- (i) **"Assumed Liabilities"** means: (i) Liabilities specifically and expressly designated by the Purchaser as Assumed Liabilities in **Schedule "D"**, as the same may be modified by the Purchaser no later than five (5) Business Days prior to the Sale Approval Hearing, in accordance with the terms hereof; (ii) any and all Cure Costs; (iii) amounts accrued during the period beginning on the Filing Date and ending on the Closing Date for ordinary course goods and services requested by the Vendor,

including wages, trade payable and Taxes; and (iv) all Liabilities which relate to the Business under any Assumed Contracts; in each case, solely in respect of the period from and after the Closing Time and not relating to any default existing prior to or as a consequence of Closing.

- (j) **"Auction"** has the meaning set out in the Section 4.1(b).
- (k) **"BIA"** has the meaning set out in the preamble hereto.
- (l) **"Bid Deadline"** has the meaning set out in the Sale Process.
- (m) **"Books and Records"** means all of the Company's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise) relating to the Purchased Assets, including copies of Taxes and accounting books and records to the extent they relate to the Purchased Assets, and including information, documents and records relating to the Assumed Contracts, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.
- (n) **"Break Fee"** has the meaning set out in Section 4.2.
- (o) **"Business"** means the business carried on by the Company.
- (p) **"Business Day"** means a day on which banks are open for business in Calgary, Alberta, but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta.
- (q) **"Cash Consideration"** has the meaning set out in Section 3.3(b).
- (r) **"Claim"** means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.
- (s) **"Closing"** means the closing and consummation of the Transaction in accordance with the terms hereof.
- (t) **"Closing Date"** means the date that is ten (10) Business Days following the date on which the Approval and Vesting Order becomes a final order or such other date as the Parties may agree to in writing with the consent of the Proposal Trustee.
- (u) **"Closing Time"** means the time on the Closing Date at which Closing occurs, as evidenced by the Proposal Trustee's Certificate.

- (v) “**Conditions Certificate**” has the meaning set out in Section 7.4.
- (w) “**Contracts**” means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) related to the Business to which the Company is a party or by which such entity is bound or in which such entity has, or will at Closing have, any rights or obligations, or by which any of its property or assets are or may be affected, including any Contracts in respect of Employees.
- (x) “**Court**” has the meaning set out in the preamble hereto.
- (y) “**Cure Costs**” means, in respect of the Assumed Contracts, all amounts, costs, fees and expenses: (i) required to be paid to remedy all of the Vendor’s monetary defaults in relation to the Assumed Contracts, other than those arising by reason only of the Vendor’s bankruptcy, insolvency or failure to perform a non-monetary obligation; (ii) necessary to secure a counterparty’s or any other necessary Person’s consent to the assignment of the Assumed Contracts; or (iii) as may be required pursuant to the Approval and Vesting Order or the Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to an Assumed Contract.
- (z) “**Interim Lender’s Charge**” means a court ordered super priority charge in priority to all security interests, Claims and Encumbrances, but subordinate to the Administration Charge, securing the obligations of the Company under the Interim Financing Agreement.
- (aa) “**Interim Financing Agreement**” means the agreement between the Company and NBC (the “**Interim Lender**”) by which the Interim Lender has agreed to loan funds to the Company and the Company has agreed to borrow funds from the Interim Lender subject to an Order of the Court approving such loan and granting a super priority charge over the assets of the Company in respect of all amounts advanced pursuant to that loan.
- (bb) “**Effective Date**” has the meaning set out in the preamble hereto.
- (cc) “**Employee**” means any individual who is employed by the Company as of the Closing Time, whether on a full-time or part-time basis, and “**Employees**” means all such individuals.
- (dd) “**Employee Liabilities**” means any and all Liabilities having priority over registered security interests (whether by statute, contract, common law or otherwise) owed to any of the Employees, or otherwise arising out of, or resulting from, the relationship between the Company and any of the Employees, including any Liability arising as a result of such party being deemed to be a successor employer, related employer or otherwise responsible or liable for payment of any amounts owing to, on behalf of, or in respect of, any of the Employees (including, but not limited to, the Transferred Employees), whether pursuant to the *Employment Standards Code*, RSA 2000, c E-9, or the *Workers’ Compensation Act*, RSA 2000, c W-15.
- (ee) “**Encumbrances**” means any and all security interests (whether contractual, statutory, or otherwise), mortgages, trusts or deemed trusts (whether contractual,

statutory, or otherwise), liens, leases, title retention agreements, reservations of ownership, demands, executions, levies, charges, options or other rights to acquire any interest in any assets, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and all contracts to create any of the foregoing, or encumbrances of any kind or character whatsoever.

- (ff) **“Equipment”** means all equipment and personal property owned by the Company wherever located, including all fixed and tangible assets, machinery, chattels, tooling, furniture, computer hardware and other tangible assets.
- (gg) **“Excluded Assets”** means the following:
 - (i) all cash, bank balances, deposits, moneys in possession of banks and other depositories, and similar cash items of, owned or held by, or for the account of, the Company;
 - (ii) the Purchase Price;
 - (iii) Excluded Contracts;
 - (iv) all minute books, share ledgers, corporate seals, capital stock, equity interests and stock certificates of the Company;
 - (v) all policies of insurance or assurance (including directors’ and officers’ insurance and claims against insurance and insurance settlements), except for the right to receive the proceeds of insurance in respect of Purchased Assets and all Books and Records related thereto which shall not constitute Excluded Assets;
 - (vi) original Tax records and Books and Records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance, and existence of the Company, in each case that do not relate to the Business or the Purchased Assets;
 - (vii) any Books and Records that the Company is required by Applicable Law to retain in its possession, provided however, the Purchaser shall be provided with copies of all such Books and Records that pertain to the Business; and
 - (viii) any other assets that the Purchaser elects to exclude in writing prior to Closing pursuant to Section 2.3.
- (hh) **“Excluded Contracts”** means those Contracts and other agreements of the Company that are not Assumed Contracts.
- (ii) **“Excluded Liabilities”** has the meaning set out in Section 2.4.
- (jj) **“Governmental Authorities”** means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels

or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, and "**Governmental Authority**" means any one of them.

- (kk) "**GST**" means all of the goods and services tax imposed under Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, amended, and the regulations promulgated thereunder, all as amended from time to time.
- (ll) "**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Date.
- (mm) "**Inventory and Supplies**" means all items that are held by the Company for sale, license, rental, lease, or other distribution (and includes all supplies used by the Company in the operation of the Business) on hand at Closing.
- (nn) "**Liability**" means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation), and, "**Liabilities**" means the plural thereof.
- (oo) "**Organizational Documents**" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).
- (pp) "**Outside Date**" means June 25, 2026.
- (qq) "**Parties**" means the Company and the Purchaser collectively, and "**Party**" means any one of them.
- (rr) "**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.
- (ss) "**Proposal Proceedings**" has the meaning set out in the preamble hereto.
- (tt) "**Proposal Trustee**" has the meaning set out in the preamble hereto.
- (uu) "**Proposal Trustee's Certificate**" means a certificate from the Proposal Trustee confirming the Closing of the Transaction, substantially in the form attached to the Approval and Vesting Order.

- (vv) **“Purchase Price”** has the meaning set out in Section 3.1.
- (ww) **“Purchased Assets”** has the meaning set out in Section 2.1.
- (xx) **“Qualified Bid”** has the meaning set out in the Sale Process.
- (yy) **“Qualified Bidders”** has the meaning set out in the Sale Process.
- (zz) **“Receivables”** means the right, title and interest of the Company to all accounts receivable, bills receivable, trade accounts, book debts, insurance claims, and choses-in-action, now or hereafter due or owing to the Company, related to the Business or the Purchased Assets, together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits, attributable to the period prior to Closing, and without limiting the generality of the foregoing, includes all tax refunds and government subsidies.
- (aaa) **“Sale Process”** has the meaning set out in the preamble hereto.
- (bbb) **“Sale Process Order”** has the meaning set out in the preamble hereto.
- (ccc) **“Stalking Horse Bid”** has the meaning ascribed hereto in Section 4.1(a).
- (ddd) **“Successful Bid”** has the meaning set out in the Sale Process.
- (eee) **“Successful Bidder”** has the meaning set out in the Sale Process.
- (fff) **“Taxes”** means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.
- (ggg) **“Terminated Employees”** means all individuals who are employed by any member of the Company but whose employment will be terminated at or prior to Closing, pursuant to Section 6.7.
- (hhh) **“Transaction”** means the transaction of purchase and sale contemplated by this Agreement.
- (iii) **“Transferred Employees”** Employees who have accepted an offer of employment from the Purchaser as of the Closing.

1.2 General Construction

The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular section hereof. The expression “Section” or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.3 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.4 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

1.5 Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement.

SCHEDULES

Schedule A	-	Purchased Assets
Schedule B	-	Excluded Assets
Schedule C	-	Assumed Contracts
Schedule D	-	Assumed Liabilities
Schedule E	-	Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Purchased Assets

At the Closing Time, subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Company shall sell, assign, transfer, and convey to the Purchaser and the Purchaser shall purchase and assume from the Vendor, all of the Vendor’s right, title and interest in, to and under the tangible and intangible assets, properties and rights owned by the Vendor and necessary to operate the Business in the ordinary course, including those listed in **Schedule “A”**, attached hereto (collectively, the **“Purchased Assets”**), but excluding any Excluded Assets, free and clear of all Encumbrances pursuant to the Approval and Vesting Order.

2.2 Assumed Liabilities

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, legal and beneficial ownership of the Purchased Assets shall transfer from the

Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfill all of the Assumed Liabilities from and after the Closing Date.

2.3 Excluded Assets and Excluded Contracts

Save and except as otherwise expressly set out herein, the Purchaser may, at its option, exclude any of the Purchased Assets from the transaction contemplated hereby, provided that the Purchaser shall deliver prior written notice to the Company and the Proposal Trustee no later than five (5) Business Days prior to the Sale Approval Hearing, whereupon such assets shall be deemed to form part of the Excluded Assets, provided, however, that there shall be no reduction in the Purchase Price as a result of such exclusion. Any changes, including exclusions, to the list of Purchased Assets agreed upon by the Parties shall be promptly updated in **Schedule "B"**, with the final version to be attached to this Agreement prior to Closing.

2.4 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall have no obligation to discharge, perform or fulfill:

- (a) any Liability of or against the Company or relating to any Excluded Assets or Excluded Contracts as at the Closing Time;
- (b) all Employee Liabilities that arise out of, or result from the employment or engagement by the Company (or any predecessor to the Company) of any of the Employees (including the Transferred Employees) (unless otherwise imposed by law) and/or the termination or severance of such engagement or employment; and
- (c) all Encumbrances (collectively, the "**Excluded Liabilities**").

2.5 Assumed Contracts

- (a) The Purchaser shall assume the Contracts which are listed in **Schedule "C"** (which Contracts shall be referred to as the "**Assumed Contracts**" and of which any one of them is an "**Assumed Contract**").
- (b) Save and except as hereinafter set out, the Purchaser shall be able to add or remove Contracts from **Schedule "C"** up until at least five (5) Business Days prior to the hearing date for the Approval and Vesting Order, by giving notice to the Company and Proposal Trustee in writing.
- (c) Each of the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of such Assumed Contracts, all consents and approvals required to assign the Assumed Contracts to the Purchaser.
- (d) To the extent that any Assumed Contract is not assignable without the consent or approval of the counterparty or any other Person, and such consent or approval has not been obtained prior to the Closing Date, the Company's interest in, to and under such Assumed Contract may be conveyed to the Purchaser pursuant to an Assignment Order, and the Company will use commercially reasonable efforts to obtain an Assignment Order in respect of such Assumed Contract on or prior to the Closing Date, provided that: (i) the Assignment Order must be obtained prior

to the Outside Date; (ii) the Purchaser shall be solely responsible for any and all costs associated with obtaining the Assignment Order if obtained at a time other than the hearing of the Approval and Vesting Order; and (iii) if an Assignment Order is obtained in respect of such Assumed Contract, the Purchaser shall accept the assignment of such Assumed Contract on such terms.

- (e) To the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be responsible for and shall pay all such Cure Costs, which amounts shall be in addition to the Purchase Price and which shall be paid directly to the applicable counterparty. Unless the Parties otherwise agree, to the extent that any Cure Cost is payable with respect to any Assumed Contract, where such Assumed Contract is assigned pursuant to an Assignment Order, the Purchaser shall pay such Cure Costs in accordance with such Assignment Order, and where such Assumed Contract is not assigned pursuant to an Assignment Order, the Purchaser shall pay such Cure Costs in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty.
- (f) It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security, including without limitation any Cure Costs that may be required by Governmental Authorities or any third parties to permit the transfer of the Purchased Assets, including the Assumed Contracts, to the Purchaser.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The purchase price payable by the Purchaser for the Purchased Assets shall be \$375,000.00 (the "**Purchase Price**") plus Cure Costs, if any. The Purchase Price shall be paid and satisfied in accordance with Section 3.3.

3.2 Allocation of Purchase Price

The Purchaser and the Company agree that the Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for tax and financial accounting purposes in a manner to be agreed to by the Parties prior to the Closing Time.

3.3 Satisfaction of the Purchase Price

The Purchaser shall pay and satisfy the Purchase Price by:

- (a) assumption of the Assumed Liabilities as of the Closing Date and shall satisfy such Assumed Liabilities by performing them as and when they become due; and
- (b) payment of the Purchase Price by:
 - (i) cash on Closing to the Proposal Trustee by way of certified cheque, wire transfer or bank draft (the "**Cash Consideration**").

The Purchaser will pay the Cure Costs for all of the Assumed Contracts by electronic wire transfer to each counterparty to the Assumed Contract on the Closing Date. The wire transfer information shall be provided by the Company to the Purchaser at least three (3) days prior to Closing.

3.4 Taxes and Elections

- (a) The Purchaser shall be responsible for the payment on Closing of all Taxes that are required to be paid or remitted in connection strictly with the consummation of the purchase contemplated in this Agreement.
- (b) If applicable, at the Closing, the Company and the Purchaser shall jointly execute an election under Section 167 of the *Excise Tax Act* (Canada) to seek to cause the sale of the Purchased Assets to take place on a GST-free basis under Part IX of the *Excise Tax Act* (Canada) and the Purchaser shall file such election with its GST return for the applicable reporting period in which the sale of the Purchased Assets takes place.
- (c) If applicable, at the Closing, the Company and the Purchaser shall execute jointly an election in prescribed form under Section 22 of the *Income Tax Act* (Canada) in respect of the Receivables and shall file such election with their respective tax returns for their respective taxation years that include the Closing Date.
- (d) The Purchaser agrees to indemnify and save the Company harmless from and against all claims and demands for payment of all Taxes payable by Purchaser strictly in connection with the purchase of the Purchased Assets, including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such Taxes when due.
- (e) The Purchaser shall, at all times, indemnify and hold harmless the Company's directors, officers, and employees, and the Proposal Trustee and its representatives against and in respect of any and all amounts assessed by any taxing authority in the event that any Tax exemption claimed by the Purchaser was inapplicable, invalid, or not properly made, including all taxes, interest, and penalties assessed and including all reasonable legal and professional fees incurred by the Company's directors, officers, and employees as a consequence of or in relation to any such assessment. Notwithstanding anything else in this Agreement, this indemnity shall survive the Closing Date in perpetuity and shall not be subject to any caps or restrictions.

ARTICLE 4 SALE PROCESS AND BIDDING PROCEDURES

4.1 Sale Process

- (a) The Company has filed an application to be heard by the Court on or before April 29, 2026. The Sale Process Order shall recognize this Agreement and the Purchase Price: (i) as a baseline or "stalking horse bid" in respect of the Purchased Assets (the "**Stalking Horse Bid**"); and (ii) as a deemed Qualified Bid with an attendant right on the part of the Purchaser to participate as a bidder in any Auction. The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether a superior bid can be obtained for the

Purchased Assets, and that the within Stalking Horse Bid may be the Successful Bid for the Purchased Assets.

- (b) In the event that one or more Persons submits a Qualified Bid on or before the Bid Deadline, the Proposal Trustee shall conduct an auction (the “**Auction**”) for the determination and selection of the Successful Bid and the Successful Bidder in accordance with the Sale Process. The minimum incremental bid in an Auction shall be \$50,000, or such other increment as the Proposal Trustee may determine appropriate.
- (c) Upon the selection of a Successful Bidder, there shall be a binding agreement of purchase and sale between the Successful Bidder and the Company. The Company shall forthwith bring a motion following the selection of the Successful Bidder for an order approving the agreement reached with the Successful Bidder and, if such order is granted, shall proceed with closing the transaction contemplated by the Successful Bid forthwith.
- (d) Notwithstanding anything contained herein to the contrary, in the event that the Purchaser is not the Successful Bidder under the Sale Process, then upon the selection of the Successful Bid and consummation of the transaction(s) comprising the Successful Bid: (i) this Agreement shall be terminated in accordance with ARTICLE 9; (ii) the Purchaser shall be entitled to the Break Fee in accordance with Section 4.2; and (iii) neither Party hereto shall have any further Liability or obligation hereunder, except as expressly provided for in this Agreement.
- (e) If no Qualified Bids are received by the Bid Deadline (other than the Stalking Horse Bid), the Stalking Horse Bid shall be deemed to be the Successful Bid and the Parties shall, as soon as reasonably practical, bring a motion to the Court to obtain the Approval and Vesting Order and, if granted, shall proceed with completing the Transaction contemplated hereby.

4.2 Break Fee

- (a) In consideration for the Purchaser’s expenditure of time and money and agreement to act as the initial bidder through the Stalking Horse Bid, and the preparation of this Agreement, and in performing due diligence pursuant to this Agreement, and subject to Court approval, the Purchaser shall be entitled to a break fee in the amount of \$10,000 (inclusive of GST, if any) (the “**Break Fee**”), which Break Fee shall be payable to the Purchaser in the event that the Purchaser is not the Successful Bidder in the Sale Process.
- (b) The payment of the Break Fee shall be approved in the Sale Process Order and shall, if payable pursuant to Section 4.2(a), be payable to the Purchaser, on behalf of the Company, out of the sale proceeds immediately upon closing of the Successful Bid.
- (c) The Parties acknowledge and agree that the aggregate foregoing Break Fee amount represents a fair and reasonable estimate of the costs and damages that will be incurred by the Purchaser as a result of preparing and entering into, and not completing the Transactions contemplated by this Agreement, and is not intended to be punitive in nature nor to discourage competitive bidding for the Purchased

Assets. For certainty, the Break Fee does not form part of the Purchase Price. Upon payment of the Break Fee to the Purchaser, the Purchaser shall be precluded from any other remedy against the Company in respect of the disclaimer, repudiation, breach or termination of this Agreement; provided that nothing herein shall preclude any Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or to compel specific performance of this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Company

The Company hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the *Business Corporations Act* (Ontario), is in good standing under such act and, subject to the granting of the Sale Process Order, has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Execution and Binding Obligation. This Agreement and all other documents contemplated hereunder to which the Company is or will be a party have been or will be, as at the Closing Time, duly and validly executed and delivered by the Company and constitute or will, as at the Closing Time, constitute legal, valid and binding obligations of the Vendor enforceable in accordance with the terms hereof or thereof.
- (c) No Authorizations and Consents. The Sale Process Order and the Approval and Vesting Order, execution, delivery and performance of this Agreement by the Vendor does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority.
- (d) Residency. The Company is not a non-resident of Canada for purposes of the *Income Tax Act* or the *Excise Tax Act*, as applicable.
- (e) No other Agreements to Purchase. Except for the Purchaser's rights under this Agreement or the rights of third parties under any Assumed Contracts, immediately prior to the Closing Time, no Person will have any contractual right, option or privilege for the purchase or acquisition of all or substantially all of the Purchased Assets.

5.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a corporation incorporated and existing under the *Business Corporations Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement and completion of the Transaction contemplated herein, any agreement binding upon it or any Applicable Laws.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.
- (d) Execution and Binding Obligation. This Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Closing Time, duly and validly executed and delivered by the Purchaser and constitute or will, as at the Closing Time, constitute legal, valid and binding obligations of the Purchaser enforceable in accordance with the terms hereof or thereof.
- (e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) No Order. The Purchaser is not subject to any order of any Governmental Authority, nor are there any such orders threatened to be imposed by any Governmental Authority, which could affect the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby by the Purchaser.
- (g) Financial Wherewithal. The Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the Transaction.
- (h) Residency. The Purchaser is not a non-resident of Canada for purposes of the *Income Tax Act* or the *Excise Tax Act*, as applicable.

5.3 As Is, Where Is

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the Purchased Assets (including the state of title thereto and/or the state of any Encumbrances and permitted Encumbrances), the Assumed Liabilities and all related operations of the Company, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the Transaction contemplated by this Agreement. The Purchaser has relied solely on the results of its own

independent investigation and verification and, except for the representations and warranties of the Company expressly set forth herein, the Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company or the Business, or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Vendor and its representatives and advisors. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN: (A) THE PURCHASER IS ACQUIRING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE COMPANY OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE VENDOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE COMPANY, THE BUSINESS, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO TITLE, MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE 6 COVENANTS

6.1 Closing Date

If the Purchaser is selected as the Successful Bidder, the Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

6.2 Authorization and Consents

The Parties shall cooperate and work together in good faith, assist with submissions, share information and make any other efforts required to obtain any approval, Authorization and Consents, or third-party consent necessary to effect the Closing.

6.3 Motion for Approval and Vesting Order

As soon as practicable after the selection of this Agreement as the Successful Bid in the Sale Process, the Company shall serve and file with the Court a motion for the issuance of the Approval and Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction. The Purchaser shall cooperate with the Proposal Trustee in its efforts to obtain the issuance and entry of the Approval and Vesting Order.

6.4 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), the Company shall comply with the terms of the Interim Financing Agreement and continue to maintain the Business and operations of the Company and the Purchased Assets in substantially the same manner as conducted on the Effective Date and in material compliance with all Applicable Laws. The Company shall not enter into any new Contracts, renew or extend the term of any existing Contracts or amend any of the Contracts or terminate or disclaim any Contracts or terminate any Employees except any such new Contract or any such renewal or extension of an existing Contract or termination or disclaimer that the Purchaser and the Proposal Trustee approve in writing (such approval not to be unreasonably withheld, conditioned or delayed).

6.5 Access During Interim Period

During the Interim Period, the Company shall give to the Purchaser's personnel engaged in the Transactions contemplated by this Agreement and their accountants, legal advisors, consultants, financial advisors, and its representatives, reasonable access during normal business hours to the Purchased Assets, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Purchased Assets as the Purchaser reasonably deems necessary or desirable. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees, provided that the Purchaser shall provide the Company with no less than 24 hours advance notice of any on-site inspection or investigation; and (b) the Purchaser and its representatives shall be permitted to contact and discuss the Transactions contemplated herein with the customers and contractual counterparties of the Company. Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with the operations of the Company, and the Company shall cooperate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser. The Purchaser acknowledges that the foregoing access rights are not exclusive, and the same rights shall be granted to other Qualified Bidders in the Sale Process.

6.6 Insurance Matters

Until Closing, the Company shall keep in full force and effect all insurance policies existing as of the Effective Date and give any notice or present any claim under any such insurance policies consistent with past practice of the Company in the ordinary course of business.

6.7 Employee Matters

The Purchaser shall provide to the Company a list five (5) Business Days before Closing, indicating:

- (a) those Employees to whom offers of employment or expressions of interest have been made;
- (b) those Employees who have accepted any such offer; and
- (c) those Employees who the Purchaser has determined will not be offered

employment with the Purchaser.

The Purchaser shall assume and be responsible for all Employee Liabilities in respect of Transferred Employees following the Closing Date.

6.8 Covenants Relating to this Agreement

- (a) Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Transactions contemplated by this Agreement and, without limiting the generality of the foregoing, during the Interim Period, each Party shall and, where appropriate, shall cause each of its Affiliates to:
 - (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Authorities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the Transactions contemplated hereby; and
 - (ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Transactions contemplated by this Agreement.
- (b) Each of the Company and the Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings, reasonably necessary for the consummation of the Transactions contemplated by this Agreement following the selection of this Agreement as the Successful Bid, and to take such other actions to consummate or implement as soon as reasonably practicable, the Transactions contemplated by this Agreement.

ARTICLE 7 CLOSING

7.1 Closing

Closing shall take place on the Closing Date effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

7.2 Closing Deliverables of the Company

At or before the Closing Time, the Company shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) a copy of the Approval and Vesting Order, issued by the Court;

- (b) a copy of the Assignment Order, if any;
- (c) the Books and Records;
- (d) if applicable, the elections referred to in Section 3.4;
- (e) a general conveyance with respect to the Purchased Assets;
- (f) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date; and
- (g) such further and other documentation as is referred to in this Agreement or as the Purchaser or its lawyers may reasonably require to complete the Transactions contemplated by this Agreement.

7.3 Closing Deliverables of the Purchaser

At or before the Closing Time, the Purchaser shall deliver or cause to be delivered to the Company the following documents:

- (a) the balance of the Purchase Price;
- (b) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (c) a general conveyance with respect to the Purchased Assets;
- (d) a certified resolution of the Purchaser authorizing the Agreement and the purchase of the Purchased Assets;
- (e) a certificate of status of the Purchaser;
- (f) if applicable, the elections referred to in Section 3.4; and
- (g) such further and other documentation as is referred to in this Agreement or as the Company or its lawyers may reasonably require to complete the transactions provided for in this Agreement.

7.4 Proposal Trustee's Certificate

When the conditions to Closing set out in Sections 8.1, 8.2 and 8.3 have been satisfied and/or waived by the Company or the Purchaser, as applicable, each of the Company and the Purchaser or their respective counsel will deliver to the Proposal Trustee confirmation in writing that the conditions of Closing have been satisfied and/or waived, as applicable, and that the Parties are prepared for the Closing to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the Purchase Price, the Proposal Trustee will: (a) issue forthwith its Proposal Trustee's Certificate concurrently to the Company and counsel to the Purchaser, at which time the Closing will be deemed to commence and be completed in the order

set out herein and in the Approval and Vesting Order, and Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Proposal Trustee's Certificate with the Court (and will provide a true copy of the filed certificate to the Company and counsel to the Purchaser). In the case of (a) and (b) above, the Proposal Trustee will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Proposal Trustee will have no liability to the Company or the Purchaser as a result of filing the Proposal Trustee's Certificate in accordance herewith.

ARTICLE 8 CONDITIONS TO CLOSING

8.1 Conditions Precedent in Favour of the Parties

The obligations of the Parties to complete the Transaction is subject to the following mutual conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Successful Bid. This Agreement shall have been designated as a Successful Bid in accordance with the terms of the Sale Process.
- (b) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order that among other things, approves the Purchase Price herein, which Approval and Vesting Order shall not have been stayed, set aside, vacated, subject to appeal, or leave to appeal and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (c) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction.
- (d) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 8.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

8.2 Conditions Precedent in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction is subject to the following mutual conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 7.2.
- (b) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or Transactions

specifically contemplated by this Agreement, each of the representations and warranties contained in Section 5.1 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (c) No Breach of Covenants. The Company shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing Date.
- (d) Employees. The Company shall have terminated the employment of any Employees identified by the Purchaser in its sole discretion to be Terminated Employees and all Liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, individual or group notice of termination (as applicable), severance, wages, overtime pay, vacation pay, benefits, bonuses or other compensation or entitlements, including any amounts deemed owing pursuant to statute or common law, shall be Excluded Liabilities or shall be discharged pursuant to the Approval and Vesting Order.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 8.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 8.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Company to terminate this Agreement.

8.3 Conditions Precedent in Favour of the Company

The obligations of the Company to complete the Transaction is subject to the following mutual conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Company or the Proposal Trustee, as applicable, at the Closing all the documents and payments contemplated in Section 7.3.
- (b) No Breach of Representation and Warranties. Each of the representations and warranties contained in Section 5.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Company. Any condition in this Section 8.3 may be waived by the Company in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing. If any condition set out in Section 8.3 is not satisfied or performed on or prior to the Outside Date, the Company may elect on written notice to the Company to terminate this Agreement.

ARTICLE 9 TERMINATION

9.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) automatically upon the selection of a Successful Bidder in accordance with the Sale Process in the event that the Purchaser is not a Successful Bidder;
- (b) by mutual written agreement of the Company and the Purchaser;
- (c) by the Company or the Purchaser, if the conditions set forth in Article 8 are not satisfied or waived on or before the Outside Date, provided that the failure to satisfy such conditions by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;
- (d) by the Purchaser, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Sections 8.1 or 8.2, by the Outside Date and such violation or breach has not been waived by the Purchaser or cured within five (5) Business Days after written notice thereof from the Purchaser to the Company; or
- (e) by the Company, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Sections 8.1 or 8.3, by the Outside Date and such violation or breach has not been waived by the Company or cured within five (5) Business Days after written notice thereof from the Purchaser to the Company.

9.2 Effect of Termination

If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder; except for the provisions of: (a) this Section 9.2; and (b) Section 4.2 with respect to the Purchaser's entitlement to the Break Fee. Notwithstanding the foregoing, if this Agreement is terminated by the Company pursuant to Section 9.1(b), 9.1(c), or 9.1(e), the Purchaser shall not be entitled to receive the Break Fee and nothing in this Agreement shall absolve the Purchaser of liability for the violation or breach giving rise to such termination.

ARTICLE 10 GENERAL

10.1 Access to Books and Records

For a period of two (2) years from and after the Closing Date or for such longer period as may be required by any Applicable Law, the Purchaser shall retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser is not responsible or liable

for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent such electronic copies exist), available to the Monitor and the Vendor, its successors, any trustee in bankruptcy or any receiver of the Vendor, each who shall have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

10.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

- (a) in the case of the Purchaser, as follows:

2811153 Alberta Ltd.

Attention: Anthony Fisher

Email; anthony@harmonyheating.ca

with a copy to:

PMR Law
2140, 140-4th Avenue SW
Calgary, AB T2P 3N3

Attention: Shaun T. Maclsaac K.C.

Email: stm@pmrlaw.ca

- (b) in the case of the Company, as follows:

Harmony Heating and Air Conditioning Inc.

Attention: Anthony Fisher

Email: anthony@harmonyheating.ca

with a copy to:

Reconstruct LLP
80 Richmond Street W, Suite 1700
Toronto, Ontario M5 2A4

Attention: Brendan Bissell

Email: bbissell@reconllp.com

(c) in each case, with a further copy to the Proposal Trustee as follows:

BDO Canada Limited
222 Bay Street, Suite 2200
Toronto, ON M5K 1H1

Attention: Josie Parisi
Email: jparisi@bdo.ca

with a copy to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6

Attention: Dylan A. Chochla / Jessica Cameron
Email: dchochla@fasken.com / jcameron@fasken.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided, however, that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

10.3 Public Announcements

The Proposal Trustee and the Company shall be entitled to disclose this Agreement to the Court and parties in interest in the Proposal Proceedings, and this Agreement may be posted on the Proposal Trustee's website maintained in connection with the Proposal Proceedings. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of the Vendor under Applicable Laws, the Proposal Trustee and the Company shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the

Transactions contemplated hereby without the prior consent of the Purchaser, which shall not be unreasonably withheld or delayed.

10.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or their respective solicitors.

10.5 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

10.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Subject to the prerogatives of the Proposal Trustee expressly provided under this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns, and no Person, other than the Parties and their successors and their permitted assigns, shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

10.7 Entire Agreement

This Agreement and the Schedules attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. Unless as provided for by this Agreement, this Agreement may not otherwise be amended or modified in any respect except by written instrument executed by the Purchaser and the Company, with the consent of the Proposal Trustee.

10.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

10.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of Alberta therefrom.

10.10 Assignment

This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Vesting Order, in whole or in part, without the prior written consent of the Company or the Proposal Trustee, provided that: (i) such assignee is a related party, Affiliate or subsidiary of the Purchaser; (ii) the Purchaser provides prior notice of such assignment to the Company and

the Proposal Trustee; and (iii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder.

10.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by email of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

10.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

[Signature pages to follow]

**HARMONY HEATING AND AIR CONDITIONING
INC.**

Signed by:
Anthony Fisher
Per: _____ c/s
Name: Anthony Fisher
Title: Director
I have authority to bind the corporation

2811153 ALBERTA LTD.

Signed by:
Anthony Fisher
Per: _____ c/s
Name: Anthony Fisher
Title: Director and President
I have authority to bind the corporation

Schedule "A"
Purchased Assets

- (a) Assumed Contracts;
- (b) Books and Records;
- (c) Claims of the Company;
- (d) Equipment;
- (e) Vehicles owned by the Company;
- (f) Inventory and Supplies;
- (g) Receivables, including account receivables;
- (h) all customer lists and supplier lists;
- (i) all rights and interests under or pursuant to all warranties, representations and guarantees, express implied or otherwise, of or made by suppliers or others in connection with the Purchased Assets or otherwise related to the Business; and
- (j) all other property, assets and undertakings of the Company used or related to the Business of whatsoever nature or kind.

Schedule "B"
Excluded Assets

- (a) all cash, bank balances, deposits, moneys in possession of banks and other depositories, and similar cash items of, owned or held by, or for the account of, the Company on the Closing Date;
- (b) the Purchase Price;
- (c) Excluded Contracts;
- (d) all minute books, share ledgers, corporate seals, capital stock, equity interests and stock certificates of the Company;
- (e) all policies of insurance or assurance (including directors' and officers' insurance and claims against insurance and insurance settlements), except for the right to receive the proceeds of insurance in respect of Purchased Assets and all Books and Records related thereto which shall not constitute Excluded Assets;
- (f) original Tax records and Books and Records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance, and existence of the Company, in each case that do not relate to the Business or the Purchased Assets;
- (g) any Books and Records that the Company is required by Applicable Law to retain in its possession, provided however, the Purchaser shall be provided with copies of all such Books and Records that pertain to the Business; and
- (h) any other assets that the Purchaser elects to exclude in writing prior to Closing pursuant to Section 2.3.

Schedule "C"
Assumed Contracts

- (a) Vehicle leases.

Schedule "D"
Assumed Liabilities

- (a) all Liabilities from and after the Closing Date associated with the Assumed Contracts; and
- (b) all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing.

Schedule "E"
Form of Approval and Vesting Order

COURT FILE NUMBER /
BANKRUPTCY ESTATE
NUMBER 25-3354154

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDING IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL OF HARMONY HEATING AND AIR
CONDITIONING INC.

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE
AND CONTACT **Reconstruct LLP**
INFORMATION OF PARTY 80 Richmond Street West, Suite 1700
FILING THIS DOCUMENT Toronto, Ontario M5H 2A4

Attention: Brendan Bissell
Telephone: 416-613-0066
E-Mail: bbissell@reconllp.com

DATE ON WHICH ORDER WAS PRONOUNCED: [●], 2026

NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice [●]

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of Harmony Heating and Air Conditioning Inc. (the "**Vendor**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended (the "**BIA**") for an order that, among other things, (i) approves the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Company, as vendor, and ●, as purchaser (in such capacity, the "**Purchaser**"), dated April ●, 2026; and (ii) vesting in the Purchaser the Vendor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit of [●], sworn on April [●], 2026, and the First Report of the Proposal Trustee BDO Canada Limited, dated April [●], 2026, and the Affidavit of Service of [●], filed;

AND UPON HAVING HEARD the submissions of counsel for the Vendor, counsel for the Proposal Trustee, counsel for the Purchaser, and any other counsel or interested parties present at the hearing of the within Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Vendor is hereby authorized and approved, with such minor amendments as the Vendor and the Purchaser, with the approval of the Proposal Trustee, may deem necessary. The Vendor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Proposal Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Proposal Trustee's Closing Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) (i) any encumbrances or charges created by the Order of the Honourable Justice Bourque dated April 29, 2026 in the within proceedings (the "**Initial Order**");

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto,

all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"), and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Proposal Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities, in the province of Alberta or any other province (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Proposal Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Proposal Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets from and after delivery of the Proposal Trustee’s Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the Net Proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), neither the Vendor nor the Proposal Trustee shall make any distributions to creditors of Net Proceeds from sale of the Purchased Assets without further order of this Court, provided however the Vendor may apply any part of such Net Proceeds to repay any amounts secured by either the Administration Charge or the Interim Lender’s Charge, as granted by the Initial Order.
8. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendor.
9. Upon completion of the Transaction, the Vendor and all persons who claim by, through or under the Vendor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to

the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Vendor, or any person claiming by, through or against the Vendor.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Proposal Trustee.
12. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
13. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Vendor or the Proposal Trustee, as the case may be, is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees. The Purchaser (or its nominee) 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) to which the Vendor was entitled.

MISCELLANEOUS MATTERS

14. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *BIA*, in respect of the Vendor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Vendor; and
 - (d) the provisions of any federal or provincial statute,

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, 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.

15. The Vendor, the Proposal Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.
17. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Proposal Trustee's website at: [●], and service on any other person is hereby dispensed with.

18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
FORM OF PROPOSAL TRUSTEE'S CERTIFICATE

COURT FILE NUMBER / BANKRUPTCY ESTATE NUMBER	25-3354154
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF HARMONY HEATING AND AIR CONDITIONING INC.
DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Fasken Martineau DuMoulin LLP 350 – 7th Avenue SW, Suite 3400 Calgary, Alberta T2P 3N9 Attention: Dylan Chochla / Jessica Cameron Telephone: (416) 868-3425 / (403) 261-9468 E-Mail: dchochla@fasken.com / jcameron@fasken.com

RECITALS

- A. Pursuant to an Order of the Honourable Justice [●] of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated [●], 2026, BDO Canada Limited was appointed as the proposal trustee (the "**Proposal Trustee**") of all the assets, undertaking and property of Harmony Heating and Air Conditioning Inc. (the "**Vendor**").
- B. Pursuant to an Order of the Court dated [●], 2026, the Court approved the asset purchase agreement dated [●], 2026 (the "**Sale Agreement**") between the Vendor and [●] (the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser (or its nominee) of a certificate confirming (i) the payment by the Purchaser (or its nominee) 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 Proposal Trustee and the Purchaser (or its nominee); and (iii) the Sale Transaction has been completed to the satisfaction of the Proposal Trustee.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) 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 the Sale Agreement have been satisfied or waived by the Proposal Trustee and the Purchaser (or its nominee); and
3. The Sale 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, solely in its capacity as Proposal Trustee of the Vendor and not in its personal capacity:

Per: _____
Name:
Title:

THIS IS **EXHIBIT "G"** REFERRED TO IN THE
AFFIDAVIT OF **ANTHONY FISHER** SWORN REMOTELY BY **ANTHONY FISHER** STATED
AS BEING LOCATED IN PUERTO VALLARTA, MEXICO BEFORE ME AT THE CITY OF
TORONTO, IN THE PROVINCE OF ONTARIO THIS 24TH DAY OF APRIL 2026, IN
ACCORDANCE WITH

O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

Signed by:

Alina Stoica

421A421EEB2340C...

A COMMISSIONER FOR TAKING AFFIDAVITS
ALINA STOICA

April 24, 2026

VIA E-MAIL

Harmony Heating and Air Conditioning Inc.

427 51 Ave. S.E., Bay 113

Calgary, AB T2H 0M8

AND TO:

1100-225 6 Ave. SW Brookfield Place

Calgary, AB T2P 1N2

Attention: Anthony Fisher

Dear Mr. Fisher:

**Re: Interim Financing for Harmony Heating and Air Conditioning Inc. (the “Debtor”)
from 2811153 Alberta Ltd. (the “DIP Lender”)**

RECITALS:

1. The Debtor commenced a proposal proceeding under the BIA (the “**Proposal Proceeding**”) pursuant to a notice of intention to make a proposal filed on March 31, 2026 (the “**Filing Date**”). BDO Canada Limited consented to act as the trustee in the Proposal Proceeding (the “**Trustee**”).
2. The Debtor has filed a cash flow forecast within the Proposal Proceeding (the “**Forecast**”), attached hereto as Schedule “A”.
3. The Debtor will require additional funding in order to meet its projected disbursements as set out in the Forecast while it conducts a sale process with respect to its assets and business under the supervision of the Trustee during the Proposal Proceeding (the “**Sale Process**”). The Debtor has requested that the DIP Lender provide interim financing to the Debtor in an amount sufficient to permit the Debtor to meet its disbursements as projected in the Forecast during the pendency of the Proposal Proceeding.
4. Further to the Debtor’s request, the DIP Lender is prepared to provide interim financing to the Debtor subject to the terms of this agreement (the “**Agreement**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the DIP Lender providing interim financing to the Debtor as described herein and for other good and valuable consideration, the parties covenant and agree as follows:

TERMS OF INTERIM FINANCING

5. **Interim Facility and Purpose:** Subject to the issuance of the Interim Financing Order (as defined below) by the Court of King's Bench of Alberta (the "**Court**"), the DIP Lender shall make available to the Debtor until the Maturity Date (as defined below) a temporary revolving credit facility limited to the maximum amount of \$25,000 (the "**Interim Facility**"). Advances under the Interim Facility ("**Interim Advances**") shall be approved by the Trustee and shall only be utilized by the Debtor to fund its projected disbursements as set out in the Forecast to the extent the Debtor does not have cash available to fund such disbursements. Interim Advances shall revolve in multiples of \$1,000 and the Debtor may only request and apply Interim Advances through the Debtor's existing cash management system with the DIP Lender or otherwise as agreed to with the DIP Lender, acting reasonably.

Subject to any statutory or Court-ordered obligation of the Trustee, Interim Advances may not be used to investigate, object to or challenge in any way any claims of the DIP Lender against the Debtor in respect of the Interim Facility. Nothing in this paragraph shall restrict the Debtor or the Trustee, including the engagement by the Trustee of independent legal counsel, from (and receiving their fees, costs and expenses therefor) (i) assessing the validity and enforceability of the Interim Financing Charge for advances under the Interim Facility, and (ii) conducting a claims process in accordance with any Court order.

6. **Fees and Interest Rate.** The amount outstanding from time to time under the Interim Facility shall bear interest at National Bank of Canada's Prime Rate plus 1% per annum, and shall be paid monthly on the 26th day of each month. No set up fee shall be payable by the Debtor in connection with the Interim Facility. The Debtor shall pay the DIP Lender's legal fees and disbursements incurred in connection with the Interim Facility, including the costs to prepare and enforce this Agreement and recover payment of the Interim Advances.
7. **Prepayment and Repayment.** Interim Advances may be repaid at any time without penalty. The Interim Facility shall be automatically cancelled and all Interim Advances shall be permanently repaid (without deduction or set-off of any kind) on the earliest to occur of the following, subject to any order of the Court: (i) the date that is three months from the Filing Date; (ii) the occurrence of any Event of Default (as defined below) which is continuing and has not been cured; (iii) the implementation of a proposal within the Proposal Proceeding (a "**Proposal**") which has been approved by the requisite majorities of the Debtor's creditors and by order entered by the Court; and (iv) the sale of all or substantially all of the Debtor's property; (the earliest of such dates being the "**Maturity Date**"). The order of the Court approving any Proposal shall not discharge or otherwise affect the obligations of the Debtor under the Interim Facility, other than providing for the permanent and indefeasible payment in cash to the DIP Lender of all obligations under the Interim Facility on or before the date the Proposal is implemented.
8. **Security and Priority:** The amount outstanding under the Interim Facility from time to time shall be secured by a Court-ordered interim financing charge ("**Interim Financing Charge**") over all present and after-acquired property of the Debtor that ranks in priority to all other secured claims, subject only to a charge to secure payment of the fees and

disbursements of the Trustee, the Trustee's counsel, and the Debtor's counsel in connection with the Proposal Proceeding in the maximum amount of \$100,000 (the "**Administration Charge**") and any permitted liens specifically approved by the DIP Lender.

9. **Conditions Precedent to Interim Advances:** Each Interim Advance is conditional upon the following: (i) the Court issuing an order on or before April 30, 2026 (the "**Interim Financing Order**"), in form and substance satisfactory to the DIP Lender, approving, *inter alia*, this Agreement and granting the Interim Financing Charge, and such Interim Financing Order shall not have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in a way that adversely impacts the rights and interests of the DIP Lender in a material manner, without the consent of the DIP Lender; (ii) the requested Interim Advance shall not, if advanced to the Debtor, cause the amount outstanding under the Interim Facility to exceed the lesser of (x) \$25,000, and (y) the amount projected in the Forecast for the applicable period plus 10%; (iii) no default under this Agreement or Event of Default has occurred or will occur as a result of the requested Interim Advance; (iv) there are no security interests or trust claims against or affecting any of the Debtor's property ranking in priority to the Interim Financing Charge, other than the Administration Charge and any security interests or trust claims consented to by the DIP Lender in writing.
10. **Sale Process.** The Debtor or the Trustee shall conduct a Sale Process for the Debtor's property and business. The terms of the Sale Process shall be satisfactory to the DIP Lender in its sole discretion. On or before April 30, 2026, the Court shall issue an order, in form and substance satisfactory to the DIP Lender, pursuant to which the Sale Process is approved (the "**Sale Process Order**").
11. **Reporting Requirements:** On the Tuesday of each week for the week ending the immediately preceding Friday, the Debtor or the Trustee shall provide the DIP Lender a variance report comparing actual results to the Forecast. If requested by the DIP Lender, the Debtor will provide the DIP Lender with an updated cash flow forecast (an "**Updated Forecast**"), which must be approved by the Trustee (or prepared by the Trustee on behalf of the Debtor).
12. **Negative Covenants:** Until the Interim Facility has been permanently and indefeasibly repaid and cancelled, the Debtor covenants and agrees not to do any of the following, other than with the prior written consent of the DIP Lender:
 - (a) Other than in the ordinary course of business, transfer, lease or otherwise dispose of all or any part of its property, assets or undertakings (i) without the prior written consent of the DIP Lender, unless the proceeds of sale will be sufficient to permanently and indefeasibly repay the amount outstanding under the Interim Facility, and (ii) without an order of the Court approving any such disposition.
 - (b) Make any payment of principal or interest in respect of any existing debt or obligation outstanding as of the Filing Date other than as may be permitted by a Court order and that does not result in an Event of Default (as defined below), and is provided for in the Forecast.

- (c) Create or permit to exist indebtedness for borrowed money other than debt existing as of the Filing Date or debt contemplated by this Agreement.
- (d) Make any payments without the prior written consent of the Trustee or make any payments not consistent with the Forecast, other than with the prior written consent of the Trustee and the DIP Lender.
- (e) Make or give any additional financial assurances, in the form of bonds, letters of credit, financial guarantees or otherwise, to any person or governmental entity.
- (f) Create, permit to exist or seek or support a motion by another party to provide to any third party a lien on the Debtor's property that is senior to or *pari passu* with the Interim Financing Charge, other than the Administration Charge.
- (g) Change its name, amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity except as part of the Sale Process, and on terms and conditions satisfactory to the DIP Lender, acting reasonably.
- (h) Make any payment in respect of post-employment benefit payments, special or amortization payments, solvency deficiencies or wind-up shortfalls in relation to any pension plan.

EVENTS OF DEFAULT

13. **Events of Default**. The occurrence of any one or more of the following events without the prior consent of the DIP Lender shall constitute an event of default ("**Event of Default**") under this Agreement:
- (a) the failure by the Debtor to keep or perform any of the terms, obligations or covenants under this Agreement or any further default or event of default occurs under this Agreement;
 - (b) if the Sale Process is terminated or suspended or the DIP Lender reasonably determines in consultation with the Trustee that the Debtor or the Trustee will be unable to complete a transaction pursuant to which the amount outstanding under the Interim Facility will be repaid on or before the Maturity Date;
 - (c) the filing of any pleading that seeks, or the issuance of an order of the Court or any other court of competent jurisdiction that:
 - (i) dismisses the Proposal Proceeding or lifts the stay in the Proposal Proceeding to permit (A) the enforcement of any security interest or trust claim against the Debtor or a material portion of its property, assets or undertaking, or (B) the appointment of a receiver and manager, receiver, interim receiver or similar official (which for greater certainty shall not include the Trustee) or the making of a bankruptcy order against the Debtor;

- (ii) grants any lien or charge which is senior to or *pari passu* with the Interim Financing Charge, other than the Administration Charge; or
 - (iii) adversely impacts the rights and interests of the DIP Lender in a material manner, without the prior written consent of the DIP Lender;
- (d) the Interim Financing Order or the Sale Process Order is not granted by the Court by April 30, 2026 in a form satisfactory to the DIP Lender in its sole discretion;
- (e) an Updated Forecast is not approved by the Trustee or projects that the amount outstanding under the Interim Facility will exceed \$25,000 at any time;
- (f) the amount outstanding under the Interim Facility exceeds \$25,000 at any time;
- (g) an event occurs that will in the DIP Lender's judgment, acting reasonably and determined in consultation with the Trustee, materially further impair the Debtor's financial condition or ability to comply with its obligations under this Agreement, any order made in the Proposal Proceeding or to carry out a Proposal reasonably acceptable to the DIP Lender;
- (h) any representation or warranty by the Debtor herein shall be incorrect or misleading in any material respect;
- (i) any material violation or breach of any order of the Court made in the Proposal Proceeding;
- (j) any proceeding, motion or application is commenced or filed by the Debtor, or if commenced by another party, supported or otherwise consented to by the Debtor, seeking the invalidation, subordination or other challenging of the terms of the Interim Facility, the Interim Financing Charge, this Agreement, or, unless a Proposal or transaction involving the sale of substantially all of the Debtor's property provides for repayment in full of the amount outstanding under the Interim Facility, the approval of any Proposal or any transaction involving the sale of substantially all of the Debtor's property that does not have the prior written consent of the DIP Lender;
- (k) any Proposal is sanctioned or any transaction is consummated by the Debtor that is not consistent with or contravenes any provision of this Agreement in a manner that is adverse to the interests of the DIP Lender or would reasonably be expected to adversely affect the interests of the DIP Lender, unless the DIP Lender has consented thereto; and
- (l) if the Debtor pays or agrees to pay any of the legal, consulting or other professional fees and/or disbursements incurred by any other party in the Proposal Proceeding without the prior consent of the DIP Lender, other than the professional fees and disbursements of the Debtor, the Trustee, and the Trustee's legal counsel.

14. **Remedies.** Upon the occurrence of an Event of Default, and subject to any order of the Court, the DIP Lender may, in its sole discretion, elect to terminate the DIP Lender's commitment to make Interim Advances available to the Debtor hereunder and declare the obligations in respect of the Interim Facility to be immediately due and payable and cease making any further Interim Advances available. Without limiting the foregoing remedies, upon the occurrence of an Event of Default, and subject to any order of the Court, the DIP Lender may, in its sole discretion, elect to permanently reduce the credit available under the Interim Facility by such amount as determined by the DIP Lender in its sole discretion. In addition, upon the occurrence of an Event of Default, the DIP Lender may, in its sole discretion, subject to any order of the Court, (i) apply to the Court for the appointment of a receiver, an interim receiver or a receiver and manager over the Debtor or its property, or for the appointment of a trustee in bankruptcy of the Debtor; (ii) set-off or combine any amount recorded as a credit balance in any account maintained by the Debtor with the DIP Lender or any amount then owing by the DIP Lender to the Debtor against the obligations of the Debtor to the DIP Lender under the Interim Facility, provided that, for greater certainty, such rights do not apply to any obligations arising prior to the Filing Date; (iii) apply to the Court for an order, on terms satisfactory to the Trustee and the DIP Lender, providing the Trustee with the power, in the name of and on behalf of the Debtor, to take all necessary steps in the Proposal Proceeding; and (iv) subject to obtaining prior approval from the Court, exercise all such other rights and remedies available to the DIP Lender under the Interim Financing Order or any other order of the Court in the Proposal Proceeding or under applicable law.

MISCELLANEOUS

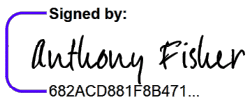
15. **Further Assurances.** The Debtor shall, at its expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Lender may reasonably request for the purpose of giving effect to this Agreement.
16. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. Any disputes arising in respect of this Agreement shall be heard by the Court.
17. **Entire Agreement.** This Agreement (including the schedules hereto) constitutes the entire agreement between the parties relating to the subject matter hereof. To the extent that there is any inconsistency between this Agreement and any other agreement, this Agreement shall govern.
18. **Amendments and Waivers.** No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder or under any of the DIP Lender will operate as a waiver hereof or thereof unless made in writing by the DIP Lender and delivered in accordance with the terms of this Agreement, and then such waiver shall be effective only in the specific instance and for the specific purpose given.

19. **Assignment.** The DIP Lender may assign this Agreement and its rights and obligations hereunder, in whole or in part, or grant a participation in its rights and obligations hereunder at any time to any party acceptable to the DIP Lender in its sole discretion (subject to providing the Trustee with reasonable evidence that such assignee has the financial capacity to fulfill the obligations of the DIP Lender hereunder). Neither this Agreement nor any right or obligation hereunder may be assigned by the Debtor.
20. **Severability.** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction
21. **No Third Party Beneficiary.** No person, other than the Debtor and the DIP Lender, is entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

If you agree to be bound by the terms contained in this Agreement, please execute a copy of this Agreement and return to the undersigned by **April 24, 2026 at 5:00 p.m. (EST)**. The parties may execute this Agreement in counterparts.

Yours truly,

2811153 ALBERTA LTD.

Signed by:

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Anthony Fisher

Agreed to this 24th day of **April, 2026.**

HARMONY HEATING AND AIR CONDITIONING INC.

By:

Signed by:

Anthony Fisher

Name: Anthony Fisher

Title: Director

I have authority to bind the
Corporation.