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

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

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

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

# MOTION RECORD OF THE PROPOSAL TRUSTEE, BDO CANADA LIMITED

**(Returnable July 24, 2026)**

## VOLUME 2 OF 3

July 16, 2026

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**District of Ontario**
**Division No. 09-Toronto**
**Court File No. BK-26-03354893-31**
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# THIRD REPORT OF THE PROPOSAL TRUSTEE
**May 13, 2026**

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**APPENDICES**

## INTRODUCTION

1. Between April 1, 2026 and April 10, 2026, MechCan Inc. (“**MechCan**”), J.D. Swallow Heating Contractors Inc. (“**J.D. Swallow**”), Hy-Mark Mechanical Inc. (“**Hy-Mark**”), Comfort Zone Heating & Air Conditioning Inc. (“**Comfort Zone**”), and B.R.’s Plumbing & Heating Inc. (“**BRs**”, and together with MechCan, J.D. Swallow, Hy-Mark, and Comfort Zone, the “**Ontario MechCan Companies**”), each filed Notices of Intention to Make a Proposal (the “**NOIs**”) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”). BDO Canada Limited (“**BDO**”) was named as the Licensed Insolvency Trustee (in such capacity, the “**Proposal Trustee**”) in respect of the NOIs (such proceedings commenced by filing the NOIs, the “**Proposal Proceedings**”).

2. The Ontario MechCan Companies are a group of related companies specializing in the supply, installation, and maintenance of heating, ventilation, and air conditioning (“**HVAC**”) systems, as well as plumbing services.

3. On April 29, 2026, the Proposal Trustee prepared first reports in respect of MechCan (the “**MechCan First Report**”) and J.D. Swallow (the “**J.D. Swallow First Report**”). On April 30, 2026, the Proposal Trustee prepared a first report in respect of BRs (the “**BRs First Report**”). On May 4, 2026, the Proposal Trustee prepared a second report in respect of the Ontario MechCan Companies (the **“Second Report”**, and together with the MechCan First Report, the J.D. Swallow First Report, and the BRs First Report, the “**Reports**”). Copies of the Reports, without appendices, are collectively attached hereto as **Appendix “A”**.

4. Capitalized terms used but not defined herein have the meanings given to them in the Reports.

## PURPOSE

5. This is the third report of the Proposal Trustee (the “**Third Report**”) to be filed in the Proposal Proceedings. The purpose of this Third Report is to provide this Court with information regarding:

    a) the steps taken in the Proposal Proceedings since the Second Report;

    b) the Proposal Trustee’s recommendation with respect to the motion brought by Comfort Zone and BRs (together, the “**Companies**”) returnable May 14, 2026, seeking, among other relief:

        (i) an Order (the “**Comfort Zone Sale Process Order**”):

            (1) approving this Third Report of the Proposal Trustee and its activities set out herein;

            (2) approving, *nunc pro tunc*, the Proposal Trustee’s engagement of BDO Canada Transaction Advisory Services Inc. (the “**Sales Agent**”) pursuant

to an engagement letter between the Proposal Trustee and the Sales Agent dated as of April 21, 2026 (the "**Sales Agent Engagement Letter**");

(3) extending the benefit of the Comfort Zone Administration Charge (as defined under the Comfort Zone and BRs Proposal Order) to the Sales Agent;

(4) approving the proposed stalking horse sale process and auction procedures in respect of Comfort Zone (the "**Comfort Zone Sale Process**");

(5) approving and authorizing Comfort Zone to enter into a stalking horse asset purchase agreement dated May 8, 2026 (the "**Stalking Horse Agreement**"), among Comfort Zone as vendor, and Kevin Dentremont, in trust to a corporation to be incorporated (the "**Stalking Horse Bidder**"), as purchaser, provided that any definitive agreement to be executed by Comfort Zone in respect of the sale of all or part of the Comfort Zone Property (as defined in the Comfort Zone and BRs Proposal Order) shall require further approval of the Court; and

(6) approving the Break Fee (as defined herein) contemplated in the Stalking Horse Agreement.

(ii) an Order (the "**BRs Sale Process Order**" and together with the Comfort Zone Sale Process Order, the "**Sale Process Orders**"):

(1) approving this Third Report of the Proposal Trustee and its activities set out herein;

(2) approving, *nunc pro tunc,* the Proposal Trustee's engagement of the Sales Agent pursuant to the Sales Agent Engagement Letter;

(3) extending the benefit of the BR's Administration Charge (as defined under the Comfort Zone and BRs Proposal Order, and together with the Comfort Zone Administration Charge, the "**Administration Charges**") to the Sales Agent; and

(4) approving the proposed sale process and auction procedures in respect of BRs (the "**BRs Sale Process**" and together with the Comfort Zone Sale Process, the "**Sale Processes**").

c) certain amendments made by the Proposal Trustee, in consultation with the Sales Agent, NBC, and counsel for the MechCan Group, to the Affiliate Sales Processes (as defined below).

6. This Third Report is to be read in conjunction with the Affidavit of Kevin Dentremont sworn May 8, 2026 (the **"Dentremont Affidavit"**), the Affidavit of Brain Velthove sworn May 13, 2026 (the "**Velthove Affidavit**"), and the Reports. Details regarding the events leading to filing the NOIs and the Ontario MechCan Companies are set forth in the Reports.

7. The Dentremont Affidavit, the Velthove Affidavit, the Reports, and all other materials filed with the Court in the Proposal Proceedings are accessible on the Proposal Trustee's website at: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mechcangroup (the **"Proposal Trustee's Website"**).

**TERMS OF REFERENCE**

8. In preparing this Third Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Ontario MechCan Companies, discussions with their management ("**Management**"), and information from other third-party sources (collectively, the "**Information**"). Except as otherwise described in this Third Report:

    a) The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

    b) Some of the information referred to in this Third Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.

9. Future-oriented financial information referred to in this Third Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections even if the assumptions materialize, and the variances could be significant.

10. Unless otherwise indicated, the Proposal Trustee's understanding of factual matters expressed in this Third Report concerning the Companies and their businesses are based on the Information, and not independent factual determinations made by the Proposal Trustee.

11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

## UPDATE ON THE PROPOSAL PROCEEDINGS

12. On May 5, 2026 the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an Order (the "**Comfort Zone and BRs Proposal Order**") that, among other relief, granted the Administration Charges and the DIP Lender's Charge (as defined therein), and extended the time for Comfort Zone to make a proposal to its creditors up to and including June 22, 2026. A copy of the Comfort Zone and BRs Proposal Order is attached hereto as **Appendix "B"**.

13. The status of the stay expiries for the Ontario MechCan Companies is currently as follows:

| Ontario MechCan Company | Stay Expiry Date |
|---|---|
| MechCan | June 15, 2026 |
| J.D. Swallow | June 15, 2026 |
| Comfort Zone | June 22, 2026 |
| BRs | June 24, 2026 |

14. Hy-Mark has now been deemed to have made an assignment in bankruptcy as a result of the expiry of the stay on May 8, 2026. The Proposal Trustee, in its capacity as trustee in bankruptcy of the estate of Hy-Mark, intends to conduct a sale process to realize upon Hy-Mark's assets.

## PROPOSAL TRUSTEE'S ACTIVITIES TO DATE

15. Since the Second Report, the Proposal Trustee has, among other things:

    a) participated in various calls with Management and counsel for the Ontario MechCan Companies;

    b) assisted the Ontario MechCan Companies with stakeholder and customer communications;

    c) participated in various discussions with Management and certain stakeholders in connection with the Sales Processes;

    d) with the assistance of the Sales Agent, began conducting the sale processes in respect of Harmony, MechCan, and J.D. Swallow;

    e) monitored and performed variance analyses in respect of the Ontario MechCan Companies;

    f) participated in discussions with creditors of the Ontario MechCan Companies;

    g) prepared materials and finalized the disclaimer of certain contracts of J.D. Swallow;

a) corresponded with creditors and other stakeholders who had questions regarding the Proposal Proceedings; and

b) prepared this Third Report.

## RELIEF SOUGHT BY THE COMPANIES

## SALES AGENT ENGAGEMENT LETTER

16. The Companies are seeking approval, *nunc pro tunc,* of the Sales Agent Engagement Letter, a copy of which is attached hereto as **Appendix "C"**.

17. Pursuant to the terms of the Sales Agent Engagement Letter, the Proposal Trustee engaged the Sales Agent for the purposes of assisting the Proposal Trustee in matters relating to a potential transaction involving all or a portion of the property of MechCan and its direct and indirect subsidiaries and affiliated entities listed therein, which includes the Companies (the "**Transaction**").

18. Under the Sales Agent Engagement Letter, the Sales Agent's services will include, among others:

    a) assisting the Proposal Trustee with identifying, obtaining, assembling, and organizing all of the necessary information to complete the Transaction;

    b) providing input to and assisting with the preparation of marketing and due diligence materials, including the preparation of a teaser, Confidential Information Summary, and template confidentiality agreements;

    c) assisting the Proposal Trustee with reviewing any offers received in respect of the Property (as defined therein); and,

    d) managing any online data rooms and facilitating the due diligence process, as required.

19. The fees payable under the Sales Agent Engagement Letter are as follows:

    a) **Hourly Fees**: The Sales Agent will charge the standard hourly rates for the time spent pursuant to the Sales Agent Engagement Letter, to be billed monthly. The Sales Agent estimates its fees to be approximately $175,000, which estimate is based on an understanding that the sale process contemplated thereunder will be a two-month, expedited process.

    b) **Disbursements and Expenses:** The Proposal Trustee shall reimburse the Sales Agent for its travel and reasonable out-of-pocket expenses incurred in connection with the engagement. Those expenses shall not exceed $2,500, unless approved by the Proposal Trustee in writing.

    c) **Administration Fee:** The Sales Agent will charge a fee in respect of its administrative and technology charge, which is calculated as 7% of its professional fees, and represents an allocation of the estimated costs associated with its technology infrastructure and support staff time costs.

20. The Proposal Trustee is supportive of the Companies' request to approve the Sales Agent Engagement Letter for the following reasons:

    a) the terms and conditions of the Sales Agent Engagement Letter are commercially reasonable;

    b) the hourly rates of the Sales Agent are consistent with the market rates in respect of transaction advisory services; and

    c) the Sales Agent has considerable experience conducting similar sales processes and assisting with transactions of the nature contemplated under the Sales Agent Engagement Letter and these proceedings.

21. The Sales Agent is an affiliated entity of BDO. The Sales Agent has developed a detailed understanding of the operations, cash flows, and property of the MechCan Group. The Sales Agent Engagement Letter has also previously been approved in the context of the sale processes in respect of MechCan and J.D. Swallow, and the Sales Agent has been actively fulfilling its mandate in the context of those sale processes that are underway. The Sales Agent will, therefore, be in a position to efficiently and seamlessly perform its services under the Sales Agent Engagement Letter, if approved by this Court.

**ADMINISTRATION CHARGES**

22. The Companies are also seeking to extend the benefit of the Administration Charges to the Sales Agent. The services of the Sales Agent are critical to the success of the Companies' restructuring and the Sale Processes and the Companies will continue to rely on the expertise of the Sales Agent to conduct the Sale Processes. The Proposal Trustee is supportive of this relief for the same reasons in support of granting the Administration Charges, as described in the Reports.

**APPROVAL OF THE SALE PROCESSES**

23. The Companies are also seeking approval of their respective Sale Processes. The BRs Sale Process is attached hereto as **Appendix "D".** The Comfort Zone Sale Process is attached hereto as **Appendix "E".** Any terms not expressly defined in this section are otherwise defined in the Sale Processes.

24. The Proposal Trustee, with the assistance of the Sales Agent, has developed the Sale Processes that are substantially similar to the processes approved in respect of MechCan, J.D. Swallow, and Harmony (the "**Affiliate Sales Processes**"). As described in greater detail below, the Affiliate Sales Processes are intended to run in parallel with the Sale Processes, in order to determine if there is a party interested

in purchasing some or all of the entities in the MechCan Group.

25. The purpose of the Sale Processes is to solicit interest in, and opportunities for, the sale of all or substantially all or part of the Comfort Zone Property and BRs Property as a going concern or otherwise, and, in the case of Comfort Zone, which is superior to the Stalking Horse Agreement (each, the "**Opportunity**"). The Comfort Zone Sale Process is a stalking horse sale process intended to ensure there is a floor price for the business and assets of Comfort Zone. The BRs Sale Process is proceeding without a stalking horse bid.

26. The Proposal Trustee and the Sales Agent are qualified to administer the Sale Processes for the following reasons:

    a) they have considerable experience conducting similar sales processes;

    b) they have extensive industry and institutional contacts, ensuring that the Opportunity will be broadly publicized;

    c) they are independent of the Companies; and

    d) they will ensure that the Sale Process is conducted in a thorough, transparent, and efficient manner for the benefit of the Companies' stakeholders.

*Sale Processes Summary & Proposed Timelines*

27. The Sale Processes have identical deadlines and are substantially similar in terms of their criteria for assessing Bids, subject to the stalking horse related requirements of the Comfort Zone Sale Process. In order to avoid repetition, the Sale Processes are described together in this Third Report. To the extent that certain criteria apply to only one of the Sale Processes, these distinctions have been indicated in the description below.

28. The Sale Processes, if approved, shall commence immediately upon the issuance of the Sale Process Orders. The table below sets out the key deadlines in the Sale Processes (terms within the table are defined in subsequent paragraphs):

| Milestone | Deadline |
|---|---|
| Create listing of Known Potential Bidders | In progress |
| Commencement of Sale Process | May 14, 2026 |
| Distribution of Teaser Letter and Marketing Materials | May 15, 2026 |
| Distribution of the Notice | May 15, 2026 |

| | |
|---|---|
| Insider Notice Deadline | May 19, 2026 |
| Bid Deadline | June 1, 2026 |
| Auction Date (if necessary) | No later than June 5, 2026 |
| Hearing of the Sale Approval Motion | No later than June 15, 2026 |
| Outside Date for closing of the Successful Bid(s) | 10 days after Sale Approval Motion |

29. The dates set out in the Sale Processes may be revised or extended by the Proposal Trustee in its sole discretion. The service list in the Proposal Proceedings will be notified of any material changes to the Sale Processes.

30. The Sales Agent, with the approval of the Proposal Trustee, will develop a list of potential bidders (the "**Known Potential Bidders**"). This list will be comprised of, among others, parties which may have previously expressed an interest in the opportunity to the Companies or the Sales Agent, and other potential strategic and financial parties who the Proposal Trustee believes may be interested in the opportunity.

31. The Sales Agent will prepare a process summary document describing the opportunity (the "**Teaser Letter**") and a non-disclosure agreement in form and substance satisfactory to the Proposal Trustee (the "**NDA**").

32. By no later than May 15, 2026:

    a) the Sales Agent will send the Teaser Letter and the NDA to all Known Potential Bidders, and thereafter to any other party who requests a copy of the Teaser Letter and the NDA or who is identified to the Proposal Trustee or the Sales Agent as a Potential Bidder as soon as reasonably practicable after such request or identification, as applicable; and

    b) the Proposal Trustee will publish a notice in *The Globe and Mail* (National Edition) and any other newspaper or journal as the Proposal Trustee considers appropriate (the "**Notice**"), if any.

33. Any party who wishes to participate in the Sale Processes (a "**Potential Bidder**") must provide the Sales Agent an executed NDA and a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.

34. If the Proposal Trustee determines, exercising its reasonable business judgment, that a Potential Bidder has: (i) delivered the documents contemplated above; and (ii) the financial capability to be able to consummate a transaction in respect of the Opportunity, then such Potential Bidder shall be deemed a "**Qualified Bidder**".

35. Qualified Bidders will be provided with a Confidential Information Package, access to such due diligence materials and information relating to the Comfort Zone Property or BR's Property, as applicable, as they may reasonably request and, in the case of the Comfort Zone Sale Process, a copy of the Stalking Horse Agreement.

36. Under the Sale Processes, neither the Sales Agent nor the Proposal Trustee shall furnish any information to any officer, director, or employee of, or other non-arm's length party in relation to, the Companies (each, an "**Insider**") where the Insider's receipt of such information might create an unfair advantage or jeopardize the integrity of the Sale Processes, unless such Insider irrevocably confirms in writing to the Sales Agent that he, she, or it will not submit or participate directly or indirectly in the submission of a Bid (an "**Insider Notice**") by no later than May 19, 2026 (the "**Insider Notice Deadline**").

37. In addition:

    a) Any Insider who has delivered an Insider Notice shall not be entitled to participate directly or indirectly as a Potential Bidder, Qualified Bidder, or Successful Bidder in the Sale Processes, and shall thereafter be entitled to receive such updates and information regarding the status of the Sale Processes as the Proposal Trustee, in consultation with the Sales Agent, deems appropriate;

    b) In the case of the Comfort Zone Sale Process, the Stalking Horse Bidder is an Insider within the meaning of the Sale Process; and

    c) An Insider who participates in the submission of a Bid, including the Stalking Horse Bidder in the case of the Comfort Zone Sale Process: (i) shall not be provided with information about the identities of other Potential Bidders or the terms of any Bid or Qualified Bid; and (ii) shall not participate in the review or consideration by the Proposal Trustee, with the assistance of the Sales Agent, of any Bids, the determination of any Qualified Bids, the selection of a Successful Bid(s), or the negotiation of final transaction document(s).

38. Qualified Bidders that wish to make a formal offer to purchase the Comfort Zone Property or BRs Property, or a portion thereof shall submit a binding offer (a "**Bid**") that otherwise meets the requirements of the Sale Processes and, in the case of the Comfort Zone Sale Process, is on substantially the same terms and conditions as the terms and conditions contained in the Stalking Horse Agreement. In order to be considered a "**Qualified Bid**", a Bid must meet the following minimum criteria:

a) the Bid must be received by the Sales Agent at the address specified in Schedule "A" of the Sale Processes (including by email), so as to be received by the Sales Agent no later than 5:00 p.m. (Eastern Time) on June 1, 2026 (the "**Bid Deadline**");

b) the Bid sufficiently identifies the Qualified Bidder and the representatives thereof who are authorized to act on the Qualified Bidder's behalf;

c) the Bid must be accompanied by a deposit by way of certified cheque or wire transfer payable to the Proposal Trustee, in an amount equal to at least 10% of the aggregate purchase price payable under the Bid;

d) the Bid must be accompanied by a letter stating that the Qualified Bidder's offer is binding and irrevocable until the selection of the Successful Bidder (defined below), provided that if such Qualified Bidder is selected as the Successful Bidder, then its offer shall remain irrevocable until the earlier of (i) the closing of the transaction with the Successful Bidder and (ii) ten (10) days following the Sale Approval Order, subject to further extensions as may be agreed to under the applicable transaction agreement;

e) the Bid must not be conditional on: (i) the outcome of unperformed due diligence by the Qualified Bidder, (ii) obtaining financing; or (iii) any other material conditions that, in the Proposal Trustee's reasonable business judgment, unduly increases the risk that the proposed transaction will not close on or before the target closing date;

f) the Bid must include a description of those liabilities and obligations (including operating liabilities) which the Qualified Bidder intends to assume and such liabilities and obligations it does not intend to assume;

g) the Bid includes an acknowledgment and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence prior to making its Bid, and has relied solely upon its own independent review, investigation and inspection in making its Bid; (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Companies, the Proposal Trustee, and their respective employees, officers, directors, agents, advisors (including legal counsel) and other representatives, regarding the proposed transaction, the Sale Processes, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed Transaction documents; (iii) is making its Bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Companies, the Proposal Trustee, or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed Transaction documents; (iv) is bound by the Sale Processes and the Sale Process Orders; and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the Sale Processes or its Bid;

h) the Bid must include a description of those liabilities and obligations (including operating liabilities) which the Qualified Bidder intends to assume and such liabilities and obligations it does not intend to assume;

i) where the Bid is submitted on an aggregated or combined basis across one or more Affiliate Sales Processes, the Bid must include a purchase price allocation meeting the requirements under the Sale Processes;

j) the Bid must be accompanied by written evidence of a commitment for financing or other evidence of the Qualified Bidder's ability to consummate the transaction contemplated by the Bid;

k) the Bid includes a statement that the Qualified Bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed transaction;

l) the Bid does not include any request for or entitlement to any break fee, expense reimbursement, or similar type of payment;

m) the Bid includes details of the bidder's intended treatment of the Companies' stakeholders under or in connection with the proposed bid, including the Companies' secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and equity holders;

n) it contemplates the closing of the transaction by no later than the Outside Date; and

o) in the case of the Comfort Zone Sale Process:

    a. the Bid is an offer to purchase some or all of the Comfort Zone Property and is substantially in the form of the Stalking Horse Agreement, with a blackline of the Bid to the Stalking Horse Agreement, reflecting the Qualified Bidder's proposed changes;

    b. the Bid must be on terms no less favourable and no more burdensome or conditional than the Stalking Horse Agreement; and

    c. the Bid must be for a purchase price equal to or greater than the sum of the Purchase Price payable under the Stalking Horse Agreement of $349,000 plus a minimum additional amount of $40,000.

39. Following the Bid Deadline, the Proposal Trustee will assess the Bids received, in consultation with the Sales Agent. Bids will be evaluated based on several factors, including the following considerations:

a) the proposed purchase price and the net value provided to the Companies by such Bid;

b) where applicable, the purchase price allocation provided with a Bid submitted on an aggregated or combined basis across one or more Affiliate Sales Processes;

c) the identity, circumstances, and ability of the Qualified Bidder to successfully complete the transaction contemplated under the Bid;

d) the proposed transaction documents;

e) factors affecting the speed, certainty and value of the transaction;

f) the assets included or excluded from the Bid;

g) the liabilities to be assumed in the transaction;

h) the likelihood and timing of consummating such transaction; and

i) in the case of the Comfort Zone Sale Process, whether the transaction results in a Superior Bid.

40. The Proposal Trustee may designate the most competitive Bids that comply with the requirements under the Sale Processes as “Qualified Bids”.

41. Qualified Bidders with Qualified Bids shall proceed to an auction, with the Stalking Horse Bidder in the Comfort Zone Sale Process, to be held on or before June 5, 2026 (the “**Auction**”), which shall proceed according to the Auction procedures set out in Schedule “B” to the Sale Processes to identify the Successful Bid, and the bidder making such Successful Bid will be the Successful Bidder, in each case, as contemplated under the Sale Processes.

42. On or before June 3, 2026, the Proposal Trustee will confirm those Qualified Bidders who submitted a Qualified Bid that they will be invited to the Auction.

43. In the case of the Comfort Zone Sale Process, if no Qualified Bid(s) is received by the Bid Deadline, other than the Stalking Horse Agreement, the Auction will not be held, and the Stalking Horse Bidder will be declared to be the Successful Bidder. The determination of any Successful Bid by the Proposal Trustee shall be subject to approval by the Court.

44. The Proposal Trustee will bring a motion (the “**Sale Approval Motion**”) to the Court seeking an order approving the Successful Bid and granting any necessary relief to consummate the transaction

contemplated thereunder. All Qualified Bids other than the Successful Bid, if any, shall be deemed to be rejected on and as of the date of approval of the Successful Bid by the Court.

45. The Proposal Trustee is supportive of the Sale Processes for the following reasons:

a) the Companies will be widely exposed to the market through the Sale Processes by the Sales Agent to canvass the availability of Qualified Bids;

b) the timelines are sufficient to allow interested parties to perform due diligence in order to submit a Bid, taking into account the Companies' liquidity constraints;

c) the factors to be considered in reviewing Qualified Bids, as well as the Auction procedures, are reasonable and appropriate in the circumstances; and

d) the identification of Known Potential Bidders and initial contact with prospective participants will be accompanied by an advertising campaign with broad market reach to increase exposure of the Opportunity and an introduction to the Sale Processes.

46. The Proposal Trustee is of the view that the Sale Processes will canvas interest in the Opportunity in an efficient, fair, and transparent manner.

*Stalking Horse Agreement*

47. Under the Comfort Zone Sale Process, the Stalking Horse Agreement will act as the minimum bid against which all other bids will be evaluated. Unless other Qualified Bids are received, it is contemplated that the Stalking Horse Agreement will be selected as the Successful Bid in the Comfort Zone Sale Process. A copy of the Stalking Horse Agreement is attached hereto as **Appendix "F".** Capitalized terms used in this section and not otherwise defined have the meaning ascribed to them in the Stalking Horse Agreement.

48. Below is a summary of certain material terms of the Stalking Horse Agreement. Readers are encouraged to review the Stalking Horse Agreement for the full terms and conditions thereof:

a) the Stalking Horse Agreement is structured as an asset purchase;

b) the Stalking Horse Bidder is Dentremont on behalf of a corporation to be incorporated. Dentremont is the general manager of Comfort Zone;

c) the consideration for the Purchased Assets is $349,000, (the "**Purchase Price**") plus applicable taxes and Cure Costs, if any, which shall be satisfied as follows:

(i) assumption of the Assumed Liabilities by the Closing Date by performing them as and when they become due; and

(ii) payment of the Purchase Price by cash on Closing;

d) the Purchased Assets are any and all tangible and intangible assets, properties, and rights owned by Comfort Zone and necessary to operate the Business in the ordinary course, including but not limited to:

   i. Assumed Contracts;

   ii. Books and Records;

   iii. Claims of Comfort Zone;

   iv. Equipment;

   v. Owned Vehicles;

   vi. Inventory and Supplies;

   vii. all customer lists and supplier lists;

   viii. 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

   ix. all other property, assets and undertakings of Comfort Zone used or related to the Business of whatsoever nature or kind.

e) the Excluded Assets include:

   i. all cash, bank balances, deposits, monies in possession of banks and other depositories, and similar cash items of, owned or held by, or for the account of, Comfort Zone;

   ii. the Purchase Price;

   iii. Excluded Contracts;

   iv. all minute books, share ledgers, corporate seals, capital stock, equity interests and stock certificates of Comfort Zone;

   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 Comfort Zone, in each case that do not relate to the Business or the Purchased Assets;

vii. any Books and Records that Comfort Zone is required by Applicable Law to retain in its possession, provided however, the Stalking Horse Bidder shall be provided with copies of all such Books and Records that pertain to the Business;

viii. any other assets that the Stalking Horse Bidder elects to exclude in writing prior to Closing pursuant to Section 2.3 of the Stalking Horse Agreement; and

ix. all leased vehicles;

f) the Assumed Liabilities include all of the Company's liabilities relating to:

i. all Liabilities from and after the Closing Date associated with the Assumed Contracts; and

ii. all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing;

g) if the Stalking Horse Bidder is not the Successful Bidder, the Stalking Horse Bidder is entitled to a break fee in the amount of $20,000 (the "**Break Fee**"), which represents approximately 5.7% of the Purchase Price;

h) closing is scheduled after the conditions set out in the Stalking Horse Agreement are satisfied or waived and shall, in no event, be later than the outside closing date of June 25, 2026; and

i) an expense reimbursement is not contemplated.

49. The Proposal Trustee is of the view that the Stalking Horse Agreement is appropriate for the following reasons:

a) the Stalking Horse Agreement sets a fair base level consideration for the Comfort Zone Sale Process; and

b) the Proposal Trustee has researched break fees in stalking horse bids using publicly available insolvency filing data and has concluded that the Break Fee is reasonable, in the circumstances, as:

(i) the composition of the fee is modest and largely meant to reimburse the Stalking Horse Bidder for out-of-pocket costs associated with the preparation and negotiation of the Stalking Horse Agreement; and

(ii) the Break Fee included in the Stalking Horse Agreement represents approximately 5.7% of the Purchase Price. This is within customary ranges for break fees of less than 1% to 20% of the total consideration paid in insolvency proceedings as evident from publicly available insolvency filing data on break fees. A copy of the Insolvency Insider Break Fee Tracker is attached as **Appendix "G".**

50. The Proposal Trustee is satisfied that the Stalking Horse Agreement is an appropriate minimum starting bid for the Comfort Zone Property. However, the Sales Agent has initiated discussions with parties who have expressed interest in acquiring the business *en bloc*, which could potentially result in a higher realization for creditors. While these discussions remain at a preliminary stage, the Proposal Trustee is supportive of the Stalking Horse Agreement in order to establish a baseline level of recovery for creditors of Comfort Zone. The Proposal Trustee intends to robustly test the market to ensure maximum value for the Comfort Zone Property, and the MechCan Group, more generally, is achieved, which may include a sale of the property of the MechCan Group on an *en bloc* basis.

**APPROVAL THE THIRD REPORT AND THE ACTIVITIES DESCRIBED THEREIN**

51. The Proposal Trustee is seeking approval of this Third Report and the actions, conduct, and activities of the Proposal Trustee described therein.

52. The Proposal Trustee submits that the activities undertaken in the Proposal Proceedings as described in the Third Report have been carried out in good faith and in accordance with the BIA and, consequently, should be approved.

**AFFILIATE SALES PROCESSES REVISIONS**

53. The Proposal Trustee, with the assistance of the Sales Agent, has begun conducting the Affiliate Sales Processes.

54. Pursuant to the Affiliate Sales Processes, the Proposal Trustee may revise or extend the dates therein in its sole discretion and the Proposal Trustee and Sales Agent may, at any time, modify the Affiliate Sales Processes.

55. Following discussions with the Sales Agent, and in consultation with BR's, MechCan, J.D. Swallow, Harmony, and NBC, the Proposal Trustee has determined that it would be beneficial to extend the Bid Deadline and Auction Date in the Affiliate Sale Processes, in order to align those dates with the timelines under the Sale Processes. The Bid Deadline and Auction Date will now be as follows:

| Milestone | Dates |
|---|---|
| Bid Deadline | ~~May 25, 2026~~ June 1, 2026 |
| Auction Date (if necessary) | ~~No later than May 30, 2026~~ No later than June 5, 2026 |

56. The Proposal Trustee and Sales Agent are of the view that a single Bid Deadline across the processes

will maximize opportunities for bidders to submit aggregated bids in respect of the Affiliated Sale Processes and will ensure that Potential Bidders have sufficient time to conduct due diligence in respect of the MechCan Group, while respecting their liquidity constraints.

57. The Sale Approval Motion and Outside Date for closing the Successful Bid under the Affiliate Sales Processes remain unaltered. The Proposal Trustee intends to return to Court for the Sale Approval Motion prior to the expiry of the stays of proceeding in respect of J.D. Swallow and MechCan.

58. The Proposal Trustee has also made other certain minor edits to the Affiliate Sales Processes. These include revising references to the stalking horse purchase prices under the J.D. Swallow and Harmony processes to refer to their respective dollar value, for ease of reference for interested parties, and to refer to the remaining sale processes approved in respect of the MechCan Group subsequent to the commencement of those Affiliate Sales Processes. Copies of the revised MechCan Sale Process, J.D. Swallow Sale Process, and Harmony Sale Process, with respective blacklines to the prior versions of the processes, are attached hereto as **Appendix "H"**, **"I"**, and **"J"**, respectively.

59. The revised Affiliate Sales Processes will be posted to the Proposal Trustee's Website and will be distributed by the Sales Agent to Known Potential Bidders and Bidders. The service lists in the proposal proceedings will also be provided with copies of the revised Affiliate Sales Processes.

**CONCLUSIONS AND RECOMMENDATIONS**

60. Based on the above, the Proposal Trustee respectfully recommends that the Court grant the Sale Process Orders described in paragraph 5b) of this Third Report.

61. NBC, the Companies' senior-most secured creditor, is supportive of the relief sought by the Companies.

All of which is respectfully submitted this 13th day of May, 2026.

**BDO CANADA LIMITED**
**in its capacity as Proposal Trustee of**
**MechCan Inc., J.D. Swallow Heating Contractors Inc.,**
**Hy-Mark Mechanical Inc., Comfort Zone Heating &**
**Air Conditioning Inc. and**
**B.R.'s Plumbing & Heating Inc.**
**and not in its personal or corporate capacity**

J. Parisi

Josie Parisi, CPA, CA, CBV, CIRP, LIT
Senior Vice President

## SCHEDULE "A"
## Applicants

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

**District of Ontario**
**Division No. 09-Toronto**
**Court File No. BK-26-03354893-31**
**Estate No. 31-3356927**
**Estate No. 31-3354893**
**Estate No. 35-3358238**
**Estate No. 31-3354829**
**Estate No. 35-3357213**

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

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

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

**FOURTH REPORT OF THE PROPOSAL TRUSTEE**
**June 11, 2026**

## TABLE OF CONTENTS

## APPENDICES

## INTRODUCTION

1. Between April 1, 2026 and April 10, 2026, MechCan Inc. ("**MechCan**"), J.D. Swallow Heating Contractors Inc. ("**J.D. Swallow**"), Hy-Mark Mechanical Inc. ("**Hy-Mark**"), Comfort Zone Heating & Air Conditioning Inc. ("**Comfort Zone**"), and B.R.'s Plumbing & Heating Inc. ("**BRs**", and together with MechCan, J.D. Swallow, Hy-Mark, and Comfort Zone, the "**Ontario MechCan Companies**"), each filed Notices of Intention to Make a Proposal (the "**NOIs**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"). BDO Canada Limited ("**BDO**") was named as the Licensed Insolvency Trustee (in such capacity, the "**Proposal Trustee**") in respect of the NOIs (such proceedings commenced by filing the NOIs, the "**Proposal Proceedings**").

2. The Ontario MechCan Companies are a group of related companies specializing in the supply, installation, and maintenance of heating, ventilation, and air conditioning ("**HVAC**") systems, as well as plumbing services.

3. Pursuant to the Order of the Honourable Justice Dunphy dated April 30, 2026, the estates of the Ontario MechCan Companies (the "**Ontario MechCan Estates**") have been procedurally consolidated and the Proposal Trustee is administering the Ontario MechCan Estates on a consolidated basis.

4. On April 29, 2026, the Proposal Trustee prepared first reports in respect of MechCan (the "**MechCan First Report**") and J.D. Swallow (the "**J.D. Swallow First Report**"). On April 30, 2026, the Proposal Trustee prepared a first report in respect of BRs (the "**BRs First Report**"). On May 4, 2026, the Proposal Trustee prepared a second report in respect of the Ontario MechCan Companies (the **"Second Report"**). On May 13, 2026, the Proposal Trustee prepared a third report in respect of the Ontario MechCan Companies (the "**Third Report**", and together with the MechCan First Report, MechCan Second Report, the J.D. Swallow First Report, and the BRs First Report, the "**Reports**"). Copies of the Reports, without appendices, are collectively attached hereto as **Appendix "A"**.

5. Capitalized terms used but not defined herein have the meanings given to them in the Reports.

## PURPOSE

6. This is the fourth report of the Proposal Trustee (the "**Fourth Report**") to be filed in the Proposal Proceedings. The purpose of this Fourth Report is to provide this Court with information regarding:

    a) the Proposal Trustee's activities since the Third Report;

    b) the status of the Sale Processes (defined below) being conducted by the Proposal Trustee, with the assistance of BDO Canada Transaction Advisory Services Inc. (the "**Sales Agent**");

c) an update on the Companies' actual cash flows and expected forecasts into the stay extension period;

d) the status of the expiry of the stays of proceedings in respect of the Ontario MechCan Companies; and

e) the Proposal Trustee's recommendation with respect to the motion brought by J.D. Swallow, Comfort Zone and BRs (together, the "**Companies**") returnable June 12, 2026, seeking an Order (the "**Stay Extension Order**"), among other relief, approving an extension of time for the Companies to make a proposal to their creditors and the related stays of proceedings for an additional 45 day period:

    (1) for J.D. Swallow, from June 15, 2026 to July 30, 2026;

    (2) for Comfort Zone, from June 22, 2026 to August 6, 2026; and

    (3) for BRs, from June 24, 2026 to August 10, 2026.

7. This Fourth Report is to be read in conjunction with the Affidavits of Spencer Ross and Brian Velthove, sworn in support of the Companies' motion seeking the Stay Extension Order, and the Reports. Details regarding the events leading to filing the NOIs and the Sale Processes are set forth in the Reports.

8. The Reports, and all other materials filed with the Court in the Proposal Proceedings, are accessible on the Proposal Trustee's website at: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mechcangroup (the **"Proposal Trustee's Website"**).

**TERMS OF REFERENCE**

9. In preparing this Fourth Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Ontario MechCan Companies, discussions with their management ("**Management**"), and information from other third-party sources (collectively, the "**Information**"). Except as otherwise described in this Fourth Report:

a) The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

b) Some of the information referred to in this Fourth Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.

10. Future-oriented financial information referred to in this Fourth Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections even if the assumptions materialize, and the variances could be significant.

11. Unless otherwise indicated, the Proposal Trustee's understanding of factual matters expressed in this Fourth Report concerning the Companies and their businesses are based on the Information, and not independent factual determinations made by the Proposal Trustee.

12. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

**PROPOSAL TRUSTEE'S ACTIVITIES TO DATE**

13. Since the Third Report, the Proposal Trustee has, among other things:

    a) participated in various calls with Management and counsel for the Ontario MechCan Companies;

    b) assisted the Ontario MechCan Companies with stakeholder and customer communications;

    c) monitored the Ontario MechCan Companies' cash flows;

    d) participated in discussions with creditors of the Ontario MechCan Companies;

    e) corresponded with creditors and other stakeholders who had questions regarding the Proposal Proceedings;

    f) organized an inventory of the Hy-Mark assets;

    g) obtained appraisals for vehicles, inventory and equipment owned by Hy-Mark;

    h) filed the required documents with the Office of the Superintendent of Bankruptcy in respect of the bankruptcy of Hy-Mark and held the first meeting of creditors of Hy-Mark;

    i) participated in various discussions with Management and certain stakeholders in connection with the Sale Processes;

    j) with the assistance of the Sales Agent and counsel to the Proposal Trustee, continued to conduct the Sale Processes, including but not limited to:

        a. participating in discussions with interested parties;

b. reviewing and negotiating Bids; and

c. presiding over the Auctions;

k) monitored and performed variance analyses in respect of the Ontario MechCan Companies; and

l) prepared this Fourth Report.

**UPDATE ON THE SALE PROCESSES**

14. With the assistance of the Sales Agent, the Proposal Trustee has been conducting the sale processes to solicit interest in and opportunities for a sale of all or substantially all or part of the assets and business of, among others, MechCan, J.D. Swallow, Comfort Zone, and BRs (altogether, the "**Sale Processes**"). Copies of the Sale Processes are collectively attached hereto as **Appendix "B"**. Capitalized terms used below but not defined have the meanings given to them in the Sale Processes.

15. The Sale Processes had a Bid Deadline of June 1, 2026. As at the Bid Deadline, the Proposal Trustee and Sales Agent received multiple Bids for each of J.D. Swallow, Comfort Zone, and BRs. No Bids were received for the assets or business of MechCan.

16. The Proposal Trustee reviewed the Bids, deemed each Bid a Qualified Bid, and invited the Qualified Bidders to attend the Auctions. In consultation with the Sales Agent, the Proposal Trustee scheduled the Auctions in respect of Comfort Zone and J.D. Swallow on Monday June 8, 2026 and the Auction in respect of BRs on Wednesday June 10, 2026, in accordance with its authority to revise or extend the dates under the Sale Processes in its sole discretion.

17. After scheduling the Auctions, the Proposal Trustee was made aware of certain allegations regarding the conduct of Ken Turner ("**Mr. Turner**"), who is the current general manager of J.D. Swallow and the principal of 17891750 Canada Inc., who is the stalking horse bidder in the J.D. Swallow Sale Process. In order to ensure the fairness and integrity of the J.D. Swallow Sale Process, the Proposal Trustee adjourned the J.D. Swallow Auction, to allow additional time to address those allegations.

18. Between June 6 and June 9, 2026, the Proposal Trustee corresponded with counsel for Mr. Turner regarding the allegations that were brought to its attention. The Proposal Trustee received satisfactory responses from counsel for Mr. Turner and determined that it was prepared to proceed to the J.D. Swallow Auction. The Proposal Trustee subsequently rescheduled the J.D. Swallow Auction for June 10, 2026.

19. Copies of the correspondence between the Proposal Trustee and counsel for Mr. Turner, dated between June 6 and June 9, 2026, are collectively attached hereto as **Appendix "C"**. Copies of the correspondence were also uploaded to the virtual data room for the J.D. Swallow Sale Process so that

all Qualified Bidders were made aware of those developments as soon as possible.

<u>The Successful Bids</u>

20. As of June 10, 2026, the Proposal Trustee has selected a Successful Bid and a Back-Up Bid in each of the Comfort Zone Sale Process, J.D. Swallow Sale Process, and BR's Sale Process. The Proposal Trustee is currently working with the Successful Bidders to update their respective asset purchase agreements. The Proposal Trustee expects to return to Court to seek approval of the transactions in the near future.

21. The Proposal Trustee will provide a more detailed update on the Sale Processes, including a description of outreach efforts, the participation of Potential Bidders, and confidential Bid summaries and liquidation valuations, in its subsequent report to the Court in support of approval of the Successful Bids.

**THE CASH FLOWS**

22. Throughout the Proposal Proceedings, the Proposal Trustee has received and reviewed the actual cash flows as compared to the forecasts for the 8-week period ending June 5, 2026 (the "**Initial Cash Flows**"). Copies of the summaries of the Initial Cash Flows are collectively attached hereto as **Appendix "D"**.

23. As reflected under the Initial Cash Flows:

    a) <u>J.D. Swallow</u> - J.D. Swallow's actual net cash flow was $97,861. The entity had forecasted a net cash outflow of $110,948. This represents a favourable variance of $208,809. During the cash flow period, actual cash receipts/sales exceeded forecast by $428,000 (58%). As a result of the higher than expected sales volume, there was a need for additional labour, material and supplies purchases. These costs exceeded projections by $309,000 (36%). Overall, the actual net cash inflow resulted in an ending cash balance on June 5, 2026, of $124,484. During this period, the DIP Lender advanced $90,000 of the total $150,000 available under the Interim Facility.

    b) <u>Comfort Zone</u> - Comfort Zone's actual net cash outflow was $21,612. Comfort Zone had forecasted a net cash outflow of $35,731. This represents a favourable variance of $14,119. During the cash flow period, actual cash receipts fell short of budget by $174,244 (-32%). As a result of the lower than expected sales volume, the entity purchased fewer materials and supplies. Actual costs were $188,363 lower than projected (-33%). Overall, the net cash outflow resulted in an ending cash balance of $7,111 on June 5, 2026.

c) BRs - BRs' actual net cash outflow was $14,495. BRs had forecasted net cash inflows of $106,491. This represents an unfavorable variance of $120,986. During the cash flow period, actual cash receipts were approximately $4,000 lower than projected; however cash outflows exceeded those projected by $117,106. The increase in costs is a result of pre-filing amounts paid to critical vendors in the amount of $33,292, together with additional material purchase for upcoming projects totaling $61,128. Overall, the actual net cash inflow resulted in an ending cash balance on June 5, 2026 of $68,953.

24. J.D. Swallow has prepared a cash flow forecast that incorporate the actual results from the Initial Cash Flows and projected results for the period ending July 31, 2026. A copy of the Second Cash Flow is attached hereto as **Appendix "E"**.

25. Based on its review of the Second Cash Flow, the Proposal Trustee notes that at the end of the 9-week period ending July 31, 2026, the company is projected to have an ending cash balance of $(1,705), before drawing on the remaining $60,000 available under the Interim Facility.

26. Due to timing constraints, the Proposal Trustee has not received updated cash flow forecasts for Comfort Zone and BRs. However, the Proposal Trustee expects that Comfort Zone and BRs will be able to continue to fund their obligations throughout the requested stay extension period given BRs' actual net cash position as reflected above, and the fact that Comfort Zone has not yet drawn on the available Interim Facility of $60,000.

**EXTENSION OF STAYS OF PROCEEDINGS**

27. Between April 30, 2026 and May 5, 2026, the Ontario MechCan Companies obtained orders that, among other relief, extended the time for the Companies to make proposals to their creditors and the related stays of proceedings.

28. The status of the stay expiries for the Ontario MechCan Companies is currently as follows:

| Ontario MechCan Companies | Stay Expiry Date |
|---|---|
| MechCan | June 15, 2026 |
| J.D. Swallow | June 15, 2026 |
| Comfort Zone | June 22, 2026 |
| BRs | June 24, 2026 |

29. As described in the Third Report, Hy-Mark was deemed to have made an assignment in bankruptcy

as a result of the expiry of the stay of proceedings on May 8, 2026. The Proposal Trustee, in its capacity as trustee in bankruptcy of the estate of Hy-Mark, is continuing to conduct a sale process to realize upon Hy-Mark's assets.

30. The Companies are seeking an extension of time to make a proposal to its creditors for an additional 45-day period, up to and including the following dates:

    d) J.D. Swallow: July 30, 2026;

    e) Comfort Zone: August 6, 2026; and

    f) BRs: August 10, 2026.

31. MechCan is not seeking an extension of the stay of proceedings and will be deemed to have made an assignment in bankruptcy upon the expiry of the stay on June 15, 2026. In its capacity as trustee in bankruptcy of the estate of MechCan, the Proposal Trustee intends to continue marketing for sale MechCan's minority interest in the shares of 8708916 Canada Inc. operating as John the Plumber, which MechCan owns through a wholly owned subsidiary numbered company, 1001074568 Ontario Inc.

32. The Companies are seeking their respective extensions to afford the Companies and the Proposal Trustee with the opportunity to complete the Sale Processes. The Sale Processes contemplated seeking Court approval of the Successful Bids by no later than June 15, 2026, and that such transactions would be closed by no later than June 25, 2026. The Proposal Trustee has extended the timelines under the Sale Processes to respond to the facts and circumstances as they arose throughout the processes and, consequently, is not in a position to obtain Court approval and close the transactions as originally contemplated.

33. The requested extensions will provide sufficient time for the Proposal Trustee to finalize the asset purchase agreements with the Successful Bidders, seek Court approval of the transactions, close such transactions, and attend to any other necessary post-closing matters related to the administration of the Companies' estates.

34. The Proposal Trustee supports the stay extension requests, for the following reasons:

    a) for the reasons noted above, the Companies are expected to have sufficient liquidity, taking into account the Interim Facilities available to J.D. Swallow and Comfort Zone, to satisfy their obligations as they come due during the proposed extension period;

    b) the extension of the stays will permit the Proposal Trustee and the Companies to complete the transactions under the Successful Bids and, accordingly, will increase the likelihood of the Companies' making a successful proposal to their creditors;

c) without the stay extensions, the Companies would be deemed bankrupt, which would be to the detriment of their stakeholders;

d) in the Proposal Trustee's view, the Companies have acted, and continue to act, in good faith and with due diligence;

e) no creditor would be materially prejudiced if the extensions are granted; and

f) as at the date of this Fourth Report, the Proposal Trustee is not aware of any party opposed to the extensions.

**CONCLUSIONS AND RECOMMENDATIONS**

35. Based on the above, the Proposal Trustee respectfully recommends that the Court grant the Stay Extension Order described in paragraph 6e) of this Fourth Report.

36. NBC, the Companies' senior-most secured creditor, is supportive of the relief sought by the Companies.

All of which is respectfully submitted this 11th day of June, 2026.

**BDO CANADA LIMITED**
**in its capacity as Proposal Trustee of**
**MechCan Inc., J.D. Swallow Heating Contractors Inc.,**
**Hy-Mark Mechanical Inc., Comfort Zone Heating &**
**Air Conditioning Inc. and**
**B.R.'s Plumbing & Heating Inc.**
**and not in its personal or corporate capacity**

J. Parisi

Josie Parisi, CPA, CA, CBV, CIRP, LIT
Senior Vice President

## SCHEDULE “A”
## Applicants

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

# Appendix L

# FASKEN

**Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
Patent and Trade-mark Agents

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June 3, 2026

**Jennifer L. Caruso**
Direct Line / Fax +1 416 865 4471
jcaruso@fasken.com

[●]
Attention: [●]

with a copy to:
[●]
Attention: [●]

Dear [●]:

**Re: B.R.'s Plumbing & Heating Inc. Sale Process – Auction Letter**

Thank you for your continued participation in the Sale Process commenced by BDO Canada Limited in its capacity as Proposal Trustee (the "**Proposal Trustee**") in respect of the Notice of Intention to Make a Proposal ("**NOI**") proceedings of B.R.'s Plumbing & Heating Inc. (the "**Company**"). All capitalized terms used herein and not otherwise defined have the meanings given to them in the Sale Process.

This letter is to advise you that:

a) the Proposal Trustee, in consultation with the Sales Agent, has reviewed your Bid and has determined that it is a Qualified Bid. We hereby provide you with notice that your Bid constitutes a Qualified Bid in accordance with the Sale Process;

b) as there are multiple Qualified Bids, the Proposal Trustee has determined to conduct an Auction in accordance with the terms of the Sale Process;

c) this letter provides an overview of the auction procedures but is not intended to amend, restate or supersede the Sale Process and should be read together with the Sale Process and in particular paragraph 34 and Schedule "B" thereof; and

d) you have been invited to participate in the Auction on **June 10, 2026, at 9:00 a.m. ET** via videoconference. Upon receiving your confirmation that you intend to participate in the Auction, the Proposal Trustee will send you a calendar invite with a Microsoft Teams link to the virtual meeting room.

The Proposal Trustee has extended the Auction date in accordance with the terms of the Sale Process. The remaining timelines in the Sale Process will be extended accordingly.

**Starting Bid**

Pursuant to the Sale Process, the Proposal Trustee is providing all Auction Participants with details of the Starting Bid.

The Starting Bid is comprised of the following:

- cash in the amount of $700,000;
- plus Assumed Liabilities, which include:

    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.

The Purchased Assets include substantially all of the Company's assets, including, without limitation:

a) Assumed Contracts;

b) Books and Records;

c) Claims of the Company;

d) Equipment including owned vehicles;

e) Inventory and Supplies;

f) All digital assets and intellectual property including, but not limited to the Service Titan account and credentials, the Google account and credentials, all phone numbers, emails, websites, branding, art, marketing materials;

g) all customer lists and supplier lists;

h) 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;

i) all other property, assets and undertakings of the Company used or related to the Business of whatsoever nature or kind; and

j) employment agreements with Bart Rietveld and Brian Velthove.

The Starting Bid also provides that from and after Closing the Purchaser shall collect all the Receivables, and the Purchaser shall remit to the Proposal Trustee 88% of each Receivable collected, with the remaining 12% retained by the Purchaser.

**Participation in the Auction**

Each Qualified Bidder must inform the Proposal Trustee whether it intends to participate in the Auction (the "**Auction Participant**") by no later than 11:00 p.m. Eastern Time on June 5, 2026. Therefore, if you wish to participate in the Auction, you must notify the Proposal Trustee by email at the address set out below, and complete the enclosed "Acknowledgment" which, among other things, designates a representative of the Auction Participant who is authorized to submit Subsequent Bids on behalf of, and bind, the Auction Participant:

Attention: Josie Parisi and Nicole Sagolili

Email: jparisi@bdo.ca; nsagolili@bdo.ca

*with a copy to:*

Dylan Chochla and Jennifer L. Caruso

Email: dchochla@fasken.com ; jcaruso@fasken.com

*and*

Brian Trainor and Ahmed Elsayed

Email: btrainor@bdo.ca; aelsayed@bdo.ca

If no Qualified Bidder provides such expression of intent, the Starting Bid shall be deemed the Successful Bid and no Auction shall take place.

The Auction shall be governed by the procedures set forth in Schedule "B" of the Sale Process. We encourage you to familiarize yourself with those procedures, which we have reproduced herein for the sake of convenience:

a) Unless otherwise ordered by the Court, only the authorized representatives, professional advisors or agents of each Qualified Bidder shall be eligible to attend at the Auction and make any Subsequent Bid at the Auction;

b) All Qualified Bidders at the Auction must have at least one individual representative with authority to bind such Qualified Bidders present at the Auction;

c) The identity of each Qualified Bidder participating in the Auction will be disclosed, on a confidential basis, to each other Qualified Bidder;

d) Each Qualified Bidder participating in the Auction shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the bid process; (ii) any and all bids submitted at the Auction are good-faith *bona fide* offers; and (iii) it intends to consummate the proposed transaction if selected as the Successful Bid;

e) Bidding at the Auction will begin with the Starting Bid set forth above. Any additional bidding subsequent to the Proposal Trustee's announcement of the Starting Bid and other Subsequent Bids must proceed in minimum additional increments of no less than $50,000 in cash;

f) Bidding at the Auction shall continue until such time as the highest and best bid is determined by the Proposal Trustee, in its reasonable business judgment after consultation with its advisors. For the purpose of evaluating the value of the consideration provided by each bid presented at the Auction, the value will: (i) be deemed to be the net consideration payable to the Company; and (ii) take into account any additional liabilities of the Company to be assumed by a Qualified Bidder;

g) After the first round of bidding and between each subsequent round of bidding, the Proposal Trustee shall announce the Subsequent Bid that the Proposal Trustee has determined, in its reasonable business judgment, after consultation with its advisors, to be the then highest or best bid (the "**Leading Bid**"). A round of bidding will conclude after each Auction Participant has had an opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

h) Where a Subsequent Bid is submitted on an aggregated or combined basis across one or more Affiliate Sales Processes, the Qualified Bidder shall confirm or, as applicable, update the purchase price allocation previously provided in accordance with the Sale Process.

i) All participating Qualified Bidders shall be entitled to be present for all bidding with the understanding that the true identity of each participating Qualified Bidder shall be fully disclosed to all other Qualified Bidders and that all material terms of each Subsequent Bid presented during the Auction will be fully disclosed to all other participating Qualified Bidders throughout the entire Auction;

j) If no Qualified Bidder submits a Subsequent Bid (as determined by the Proposal Trustee) after a period of 15 minutes following the Proposal Trustee's acceptance of a Subsequent Bid as the Leading Bid, and the Proposal Trustee chooses not to adjourn the Auction further, then such Leading Bid shall be the "**Successful Bid**" and the Qualified Bidder who submitted such Successful Bid, the "**Successful Bidder**". The Proposal Trustee shall enter into a definitive transaction document substantially on the same terms as the Successful Bid;

k) No bids will be considered for any purpose after the Auction has concluded; and

l) At the Auction, the Proposal Trustee, after consultation with its advisors, shall be at liberty to modify or to set additional procedural rules for the Auction that are fair and reasonable under the circumstances provided, that such rules are: (a) not inconsistent with the Auction procedures set forth in Schedule "B" to the Sale Process, the *Bankruptcy and Insolvency Act* (Canada), any order of the Courts entered in connection with such Auction procedures; and (b) disclosed to each Qualified Bidder at the Auction.

In addition, the Proposal Trustee has determined that certain additional auction procedures will apply to the Auction which we have set out below:

a) **Record of Bids.** The Proposal Trustee shall maintain a record of the Starting Bid and all Subsequent Bids made and announced at the Auction, including the Successful Bid and the Back-Up Bid (as defined below);

b) **Designation of Authorized Representative.** Each Auction Participant shall designate an individual who is authorized to bind the corporation and who will attend the Auction to make submissions and represent the interests of the Auction Participant. This person shall be identified in the Acknowledgment enclosed with this letter;

c) **Bidding Disclosure.** For the sake of the orderly governance of the Auction, the Auction shall be conducted such that all Subsequent Bids made during the Auction shall be submitted to the Proposal Trustee in writing via email. All material terms of the Leading Bid will be fully disclosed to all Auction Participants throughout the Auction; provided, however, that the Proposal Trustee, in its discretion, may establish separate video conference rooms to permit interim discussions between the Proposal Trustee and the individual Auction Participants.

d) **Discussion with other Bidders.** An Auction Participant shall not strategize or discuss with other Auction Participants for the purpose of submitting a Subsequent Bid, without the consent of the Proposal Trustee;

e) **Bid Assessment Criteria.** The determination of which Subsequent Bid constitutes the Leading Bid for each round of bidding shall take into account any factors that the Proposal Trustee, in consultation with the Sales Agent, reasonably deems relevant to the value of the Subsequent Bid, including, among other things, the following:

   i. the proposed purchase price and the net value provided to the Company by such Subsequent Bid;

   ii. where applicable, the purchase price allocation provided with a Subsequent Bid submitted on an aggregated or combined basis across one or more Affiliate Sales Processes;

   iii. the identity, circumstances, and ability of the Auction Participant to successfully complete the transaction contemplated under the Subsequent Bid;

iv. the proposed transaction documents;

v. factors affecting the speed, certainty and value of the transaction;

vi. the assets included or excluded from the Subsequent Bid;

vii. the liabilities to be assumed in the transaction; and

viii. the likelihood and timing of consummating such transaction.

For greater certainty, the Proposal Trustee may ascribe monetary values to non-monetary terms in Subsequent Bids for the purposes of assessing and valuing such Subsequent Bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed;

f) **Consideration of Subsequent Bids.** The Proposal Trustee reserves the right to make one or more adjournments in the Auction to, among other things: (A) facilitate discussions with individual Auction Participants; (B) allow individual Auction Participants to consider how they wish to proceed; (C) consider and determine the current Leading Bid at any given time during the Auction; and (D) give Auction Participants the opportunity to provide the Proposal Trustee with such additional evidence, as it may require, that the Auction Participant has obtained all required internal corporate approvals, has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Leading Bid amount. The Proposal Trustee may have clarifying discussions with an Auction Participant, and the Proposal Trustee may allow an Auction Participant to make technical clarifying changes to its Subsequent Bid following such discussions.

g) **Failure to Bid.** If at the end of any round of bidding an Auction Participant (other than the Auction Participant that submitted the then Starting Bid or Leading Bid, as applicable) fails to submit a Subsequent Bid, then such Auction Participant shall not be entitled to continue to participate in the next round of the Auction.

h) **Deemed Amendment.** If an Auction Participant submits a Subsequent Bid, the Subsequent Bid and any subsequent modifications made during the bidding rounds shall be considered amendments to the Auction Participant's existing Qualified Bid, which shall be open for acceptance until the closing of the Successful Bid;

i) **Back-Up Bid.** The Proposal Trustee, in consultation with the Sales Agent and its advisors, may conditionally accept one Subsequent Bid as a back-up bid, which acceptance will be conditional upon the failure of the transaction(s) contemplated by the Successful Bid to close (the "**Back-up Bid**" and Auction Participant making such Back-up Bid being the "**Back-Up Bidder**"). If a Successful Bidder fails to close the transaction contemplated by the Successful Bid on or before the Outside Date for any reason, then the Company will be deemed to have accepted the Back-Up Bid and the

Proposal Trustee will proceed with the transaction pursuant to the terms thereof. The Back-Up Bid shall remain open for acceptance until the closing of the Successful Bid, or such other later date as the Proposal Trustee, in consultation with Sales Agent, may agree acting reasonably (the "**Back-Up Bid Expiration Date**"). In the case of a Back-Up Bid, the Deposit and any interest earned thereon shall be retained by the Proposal Trustee until the Back-Up Bid Expiration Date and returned to the Back-Up Bidder within three Business Days thereafter or, if a Back-Up Bid becomes a Successful Bid, shall be dealt with in accordance with the definitive documents for the transaction contemplated by the Back-Up Bid; and

j) **Finalizing Documentation.** Promptly following the Leading Bid or Subsequent Bid being declared the Successful Bid or the Back-Up Bid, as applicable, the applicable Auction Participant shall execute and deliver such revised and updated definitive transaction agreements as may be required to reflect and evidence the Successful Bid or Back-Up Bid.

We would like to thank you again for your interest and we look forward to your response.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Jennifer L. Caruso

c. Dylan Chochla, Fasken Martineau DuMoulin LLP

Brian Trainor and Ahmed Elsayed, BDO Canada Transaction Advisory Services Inc.

Josie Parisi and Nicole Sagolili, BDO Canada Limited in its capacity as Proposal Trustee of the Company and not in its personal or corporate capacity

**Acknowledgment:**

Name of Qualified Bidder: ___________________________________

This Acknowledgment is submitted in accordance with the Sale Process.

The undersigned hereby accepts the terms and conditions set forth in the above letter, and confirms the following:

- I will be the designated representative of the Auction Participant at the Auction and I have the legal authority to bind the Auction Participant;

- I have received the Auction Process Letter prepared by the Proposal Trustee and delivered on June 3, 2026, and the Sale Process, and understand and agree to the Auction protocol described therein;

- the Auction Participant, and any of its advisors or representatives (i) has not engaged in any collusion with respect to the Auction and the bid process; and (ii) its bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bid; and

- the Proposal Trustee shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Auction Participant, Successful Bidder, Back-Up Bidder, the Company, or any other creditor or other stakeholder of the Company, for any act or omission related to the process contemplated by the Sale Process as modified by the Auction Letter. By executing this acknowledgment the Auction Participant shall be deemed to have agreed that it has no claim against the Proposal Trustee or the Sales Agent for any reason whatsoever.

___________________________________
Date

By: ___________________________________

Name:

Title:

# Appendix M

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

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+1 800 268 8424
F +1 416 364 7813

fasken.com

June 3, 2026

**Jennifer L. Caruso**
Direct Line / Fax +1 416 865 4471
jcaruso@fasken.com

[●]

Attention [●]

with a copy to:
**[●]**
Attention: [●]

Dear [●]:

**Re: J.D. Swallow Heating Contractors Inc. Sale Process – Auction Letter**

Thank you for your continued participation in the Sale Process approved by the Ontario Superior Court of Justice (the "**Court**") on April 30, 2026 (the "**Initial Proposal Order**") in the Notice of Intention to Make a Proposal ("**NOI**") proceedings of J.D. Swallow Heating Contractors Inc. (the "**Company**"). BDO Canada Limited acts as Proposal Trustee (the "**Proposal Trustee**") of the Company in these NOI proceedings. All capitalized terms used herein and not otherwise defined have the meanings given to them in the Sale Process. For the purposes of this letter, any reference to Qualified Bid and Qualified Bidder shall be deemed to include the Stalking Horse Bid and the Stalking Horse Bidder, respectively.

This letter is to advise you that:

a) the Proposal Trustee, in consultation with the Sales Agent, has reviewed your Bid and has determined that it is a Qualified Bid. We hereby provide you with notice that your Bid constitutes a Qualified Bid in accordance with the Sale Process;

b) as there are multiple Qualified Bids, the Proposal Trustee has determined to conduct an Auction in accordance with the terms of the Sale Process;

c) this letter provides an overview of the auction procedures but is not intended to amend, restate or supersede the Sale Process and should be read together with the Sale Process and in particular paragraph 37 and Schedule "B" thereof; and

d) you have been invited to participate in the Auction on **June 8, 2026, at 1:00 p.m. ET** via videoconference. Upon receiving your confirmation that you intend to participate in the Auction, the Proposal Trustee will send you a calendar invite with a Microsoft Teams link to the virtual meeting room.

The Proposal Trustee has extended the Auction date in accordance with the terms of the Sale Process. The remaining timelines in the Sale Process will be extended accordingly.

**Starting Bid**

Pursuant to the Sale Process, the Proposal Trustee is providing all Auction Participants with details of the Starting Bid.

The Starting Bid is comprised of the following:

- cash in the amount of $675,000;
- plus Assumed Liabilities, which include:

  a) all Liabilities from and after the Closing Date associated with the Assumed Contracts but only to the extent that such Liabilities thereunder are incurred after the Closing Time and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Company on or before the Closing Time;

  b) any Cure Costs in connection with an Assumed Contract to the extent that an Assignment Order or consent in respect of the Assumed Contract, as applicable, is obtained in respect of such Assumed Contract but, for greater certainty, excluding any amount on account of Liabilities incurred as ordinary course obligations by the Company after the commencement of the Proposal Proceedings in connection with such Assumed Contract;

  c) any lease transfer fees required to be paid on account of the assignment of the Leased Vehicles by the Company to the Purchaser provided that the Purchaser agrees that, in the event that an assignment of the lease in respect of any of the Leased Vehicles cannot be effected, the Purchaser shall pay the amount outstanding under the applicable leases and purchase the vehicle; and

  d) all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing.

The Purchased Assets include substantially all of the Company's assets, including, without limitation:

a) Assumed Contracts;

b) Books and Records;

c) Claims of the Company;

d) Equipment;

e) Express Consents;

f) Goodwill;

g) Intellectual Property;

h) Inventory and Supplies;

i) Five (5) Leased Vehicles;

j) Non-Competes;

k) Permits and Licenses;

l) Prepaid Expenses;

m) Receivables;

n) Technology;

o) all customer lists and supplier lists;

p) 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

q) to the extent that it is necessary to specifically identify them for any purpose whatsoever, any and all other property, assets and undertakings of the Company used or related to the Businesses of whatsoever nature or kind.

The Starting Bid also provides that from and after Closing until the date that is six (6) months following the Closing Date, the Purchaser shall collect all Receivables, and the Purchaser shall remit to the Proposal Trustee:

i. 70% of each Receivable collected that is aged less than 60 days, with the remaining 30% retained by the Purchaser; and

ii. 60% of each Receivable collected that is aged 60 days or more, with the remaining 40% retained by the Purchaser.

**Participation in the Auction**

Each Qualified Bidder must inform the Proposal Trustee whether it intends to participate in the Auction (the "**Auction Participant**") by no later than 11:00 a.m. Eastern Time on June 5, 2026. Therefore, if you wish to participate in the Auction, you must notify the Proposal Trustee by email at the address set out below, and complete the enclosed "Acknowledgment" which, among other things, designates a representative of the Auction Participant who is authorized to submit Subsequent Bids on behalf of, and bind, the Auction Participant:

Attention: Josie Parisi and Nicole Sagolili

Email: jparisi@bdo.ca; nsagolili@bdo.ca

*with a copy to:*

Dylan Chochla and Jennifer L. Caruso

Email: dchochla@fasken.com ; jcaruso@fasken.com

*and*

Brian Trainor and Ahmed Elsayed

Email: btrainor@bdo.ca; aelsayed@bdo.ca

If no Qualified Bidder provides such expression of intent, the Starting Bid shall be deemed the Successful Bid and no Auction shall take place.

The Auction shall be governed by the procedures set forth in Schedule "B" of the Sale Process. We encourage you to familiarize yourself with those procedures, which we have reproduced herein for the sake of convenience:

a) Unless otherwise ordered by the Court, only the authorized representatives, professional advisors or agents of each Qualified Bidder shall be eligible to attend at the Auction and make any Subsequent Bid at the Auction;

b) All Qualified Bidders at the Auction must have at least one individual representative with authority to bind such Qualified Bidders present at the Auction;

c) The identity of each Qualified Bidder participating in the Auction will be disclosed, on a confidential basis, to each other Qualified Bidder;

d) Each Qualified Bidder participating in the Auction shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the bid process; (ii) any and all bids submitted at the Auction are good-faith *bona fide* offers; and (iii) it intends to consummate the proposed transaction if selected as the Successful Bid;

e) Bidding at the Auction will begin with the Starting Bid set forth above. Any additional bidding subsequent to the Proposal Trustee's announcement of the Starting Bid and other Subsequent Bids must proceed in minimum additional increments of no less than $50,000 in cash;

f) Bidding at the Auction shall continue until such time as the highest and best bid is determined by the Proposal Trustee, in its reasonable business judgment after consultation with its advisors. For the purpose of evaluating the value of the consideration provided by each bid presented at the Auction, the value will: (i) be deemed to be the net consideration payable to the Company; and (ii) take into account any additional liabilities of the Company to be assumed by a Qualified Bidder;

g) After the first round of bidding and between each subsequent round of bidding, the Proposal Trustee shall announce the Subsequent Bid that the Proposal Trustee has determined, in its reasonable business judgment, after consultation with its advisors, to be the then highest or best bid (the "**Leading Bid**"). A round of bidding will conclude after each Auction Participant has had an opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

h) Where a Subsequent Bid is submitted on an aggregated or combined basis across one or more Affiliate Sales Processes, the Qualified Bidder shall confirm or, as applicable, update the purchase price allocation previously provided in accordance with the Sale Process.

i) All participating Qualified Bidders shall be entitled to be present for all bidding with the understanding that the true identity of each participating Qualified Bidder shall be fully disclosed to all other Qualified Bidders and that all material terms of each Subsequent Bid presented during the Auction will be fully disclosed to all other participating Qualified Bidders throughout the entire Auction;

j) If no Qualified Bidder submits a Subsequent Bid (as determined by the Proposal Trustee) after a period of 15 minutes following the Proposal Trustee's acceptance of a Subsequent Bid as the Leading Bid, and the Proposal Trustee chooses not to adjourn the Auction further, then such Leading Bid shall be the "**Successful Bid**" and the Qualified Bidder who submitted such Successful Bid, the "**Successful Bidder**". The Proposal Trustee shall enter into a definitive transaction document substantially on the same terms as the Successful Bid;

k) No bids will be considered for any purpose after the Auction has concluded; and

l) At the Auction, the Proposal Trustee, after consultation with its advisors, shall be at liberty to modify or to set additional procedural rules for the Auction that are fair and reasonable under the circumstances provided, that such rules are: (a) not inconsistent with the Auction procedures set forth in Schedule "B" to the Sale Process, the *Bankruptcy and Insolvency Act* (Canada), any order of the Courts entered in connection with such Auction procedures; and (b) disclosed to each Qualified Bidder at the Auction.

In addition, the Proposal Trustee has determined that certain additional auction procedures will apply to the Auction which we have set out below:

a) **Record of Bids.** The Proposal Trustee shall maintain a record of the Starting Bid and all Subsequent Bids made and announced at the Auction, including the Successful Bid and the Back-Up Bid (as defined below);

b) **Designation of Authorized Representative.** Each Auction Participant shall designate an individual who is authorized to bind the corporation and who will attend the Auction to make submissions and represent the interests of the Auction Participant. This person shall be identified in the Acknowledgment enclosed with this letter;

c) **Bidding Disclosure.** For the sake of the orderly governance of the Auction, the Auction shall be conducted such that all Subsequent Bids made during the Auction shall be submitted to the Proposal Trustee in writing via email. All material terms of the Leading Bid will be fully disclosed to all Auction Participants throughout the Auction; provided, however, that the Proposal Trustee, in its discretion, may establish separate video conference rooms to permit interim discussions between the Proposal Trustee and the individual Auction Participants.

d) **Discussion with other Bidders.** An Auction Participant shall not strategize or discuss with other Auction Participants for the purpose of submitting a Subsequent Bid, without the consent of the Proposal Trustee;

e) **Bid Assessment Criteria.** The determination of which Subsequent Bid constitutes the Leading Bid for each round of bidding shall take into account any factors that the Proposal Trustee, in consultation with the Sales Agent, reasonably deems relevant to the value of the Subsequent Bid, including, among other things, the following:

   i. the proposed purchase price and the net value provided to the Company by such Subsequent Bid;

   ii. where applicable, the purchase price allocation provided with a Subsequent Bid submitted on an aggregated or combined basis across one or more Affiliate Sales Processes;

   iii. the identity, circumstances, and ability of the Auction Participant to successfully complete the transaction contemplated under the Subsequent Bid;

   iv. the proposed transaction documents;

   v. factors affecting the speed, certainty and value of the transaction;

   vi. the assets included or excluded from the Subsequent Bid;

   vii. the liabilities to be assumed in the transaction; and

viii. the likelihood and timing of consummating such transaction.

For greater certainty, the Proposal Trustee may ascribe monetary values to non-monetary terms in Subsequent Bids for the purposes of assessing and valuing such Subsequent Bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed;

f) **Consideration of Subsequent Bids.** The Proposal Trustee reserves the right to make one or more adjournments in the Auction to, among other things: (A) facilitate discussions with individual Auction Participants; (B) allow individual Auction Participants to consider how they wish to proceed; (C) consider and determine the current Leading Bid at any given time during the Auction; and (D) give Auction Participants the opportunity to provide the Proposal Trustee with such additional evidence, as it may require, that the Auction Participant has obtained all required internal corporate approvals, has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Leading Bid amount. The Proposal Trustee may have clarifying discussions with an Auction Participant, and the Proposal Trustee may allow an Auction Participant to make technical clarifying changes to its Subsequent Bid following such discussions.

g) **Failure to Bid.** If at the end of any round of bidding an Auction Participant (other than the Auction Participant that submitted the then Starting Bid or Leading Bid, as applicable) fails to submit a Subsequent Bid, then such Auction Participant shall not be entitled to continue to participate in the next round of the Auction.

h) **Deemed Amendment.** If an Auction Participant submits a Subsequent Bid, the Subsequent Bid and any subsequent modifications made during the bidding rounds shall be considered amendments to the Auction Participant's existing Qualified Bid, which shall be open for acceptance until the closing of the Successful Bid;

i) **Back-Up Bid.** The Proposal Trustee, in consultation with the Sales Agent and its advisors, may conditionally accept one Subsequent Bid as a back-up bid, which acceptance will be conditional upon the failure of the transaction(s) contemplated by the Successful Bid to close (the "**Back-up Bid**" and Auction Participant making such Back-up Bid being the "**Back-Up Bidder**"). If a Successful Bidder fails to close the transaction contemplated by the Successful Bid on or before the Outside Date for any reason, then the Company will be deemed to have accepted the Back-Up Bid and the Proposal Trustee will proceed with the transaction pursuant to the terms thereof. The Back-Up Bid shall remain open for acceptance until the closing of the Successful Bid, or such other later date as the Proposal Trustee, in consultation with Sales Agent, may agree acting reasonably (the "**Back-Up Bid Expiration Date**"). In the case of a Back-Up Bid, the Deposit and any interest earned thereon shall be retained by the Proposal Trustee until the Back-Up Bid Expiration Date and returned to the Back-Up Bidder within three Business Days thereafter or, if a Back-Up Bid becomes a Successful Bid, shall be dealt with in accordance with the definitive documents for the transaction contemplated by the Back-Up Bid; and

j) **Finalizing Documentation.** Promptly following the Leading Bid or Subsequent Bid being declared the Successful Bid or the Back-Up Bid, as applicable, the applicable Auction Participant shall execute and deliver such revised and updated definitive transaction agreements as may be required to reflect and evidence the Successful Bid or Back-Up Bid.

We would like to thank you again for your interest and we look forward to your response.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Jennifer L. Caruso

c. Dylan Chochla, Fasken Martineau DuMoulin LLP

Brian Trainor and Ahmed Elsayed, BDO Canada Transaction Advisory Services Inc.

Josie Parisi and Nicole Sagolili, BDO Canada Limited in its capacity as Proposal Trustee of the Company and not in its personal or corporate capacity

**Acknowledgment:**

Name of Qualified Bidder: ___________________________________

This Acknowledgment is submitted in accordance with the Sale Process with respect to the Company, set out in the Initial Proposal Order.

The undersigned hereby accepts the terms and conditions set forth in the above letter, and confirms the following:

- I will be the designated representative of the Auction Participant at the Auction and I have the legal authority to bind the Auction Participant;

- I have received the Auction Process Letter prepared by the Proposal Trustee and delivered on June 3, 2026, and the Sale Process, and understand and agree to the Auction protocol described therein;

- the Auction Participant, and any of its advisors or representatives (i) has not engaged in any collusion with respect to the Auction and the bid process; and (ii) its bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bid; and

- the Proposal Trustee shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Auction Participant, Successful Bidder, Back-Up Bidder, the Company, or any other creditor or other stakeholder of the Company, for any act or omission related to the process contemplated by the Sale Process as modified by the Auction Letter. By executing this acknowledgment the Auction Participant shall be deemed to have agreed that it has no claim against the Proposal Trustee or the Sales Agent for any reason whatsoever.

___________________________________
Date

By: ___________________________________

Name:

Title:

# Appendix N

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

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fasken.com

June 3, 2026

**Jennifer L. Caruso**
Direct Line / Fax +1 416 865 4471
jcaruso@fasken.com

**[●]**
Attention: [●]

with a copy to:
**[●]**
Attention: [●]

Dear [●]:

**Re: Comfort Zone Heating & Air Conditioning Inc. Sale Process – Auction Letter**

Thank you for your continued participation in the Sale Process approved by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on May 14, 2026 (the "**Sale Process Order**") in the Notice of Intention to Make a Proposal ("**NOI**") proceedings of Comfort Zone Heating & Air Conditioning Inc. (the "**Company**"). BDO Canada Limited acts as Proposal Trustee (the "**Proposal Trustee**") of the Company in these NOI proceedings. All capitalized terms used herein and not otherwise defined have the meanings given to them in the Sale Process. For the purposes of this letter, any reference to Qualified Bid and Qualified Bidder shall be deemed to include the Stalking Horse Bid and the Stalking Horse Bidder, respectively.

This letter is to advise you that:

a) the Proposal Trustee, in consultation with the Sales Agent, has reviewed your Bid and has determined that it is a Qualified Bid. We hereby provide you with notice that your Bid constitutes a Qualified Bid in accordance with the Sale Process;

b) as there are multiple Qualified Bids, the Proposal Trustee has determined to conduct an Auction in accordance with the terms of the Sale Process;

c) this letter provides an overview of the auction procedures but is not intended to amend, restate or supersede the Sale Process and should be read together with the Sale Process and in particular paragraph 37 and Schedule "B" thereof; and

d) you have been invited to participate in the Auction on **June 8, 2026, at 9:00 a.m. ET** via videoconference. Upon receiving your confirmation that you intend to participate in the Auction, the Proposal Trustee will send you a calendar invite with a Microsoft Teams link to the virtual meeting room.

The Proposal Trustee has extended the Auction date in accordance with the terms of the Sale Process. The remaining timelines in the Sale Process will be extended accordingly.

**Starting Bid**

Pursuant to the Sale Process, the Proposal Trustee is providing all Auction Participants with details of the Starting Bid.

The Starting Bid is comprised of the following:

- cash in the amount of $525,000;

- plus Assumed Liabilities, which include:

    a) all Liabilities from and after the Closing Date associated with the Assumed Contracts but only to the extent that such Liabilities thereunder are incurred after the Closing Time and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Company on or before the Closing Time;

    b) any Cure Costs in connection with an Assumed Contract to the extent that an Assignment Order or consent in respect of the Assumed Contract, as applicable, is obtained in respect of such Assumed Contract but, for greater certainty, excluding any amount on account of Liabilities incurred as ordinary course obligations by the Company after the commencement of the Proposal Proceedings in connection with such Assumed Contract; and

    c) all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing.

The Purchased Assets include substantially all the Company's assets, including, without limitation:

a) Assumed Contracts;

b) Books and Records;

c) Claims of the Company;

d) Equipment;

e) Express Consents;

f) Goodwill;

g) Intellectual Property;

h) Inventory and Supplies;

i) Non-Competes;

j) Permits and Licenses;

k) Prepaid Expenses;

l) Receivables;

m) Technology;

n) all customer lists and supplier lists;

o) 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

p) to the extent that it is necessary to specifically identify them for any purpose whatsoever, any and all other property, assets and undertakings of the Company used or related to the Businesses of whatsoever nature or kind.

The Starting Bid also provides that from and after Closing until the date that is six (6) months following the Closing Date, the Purchaser shall collect all Receivables and the Purchaser shall remit to the Proposal Trustee:

i. 70% of each Receivable collected that is aged less than 60 days, with the remaining 30% retained by the Purchaser; and

ii. 60% of each Receivable collected that is aged 60 days or more, with the remaining 40% retained by the Purchaser.

**Participation in the Auction**

Each Qualified Bidder must inform the Proposal Trustee whether it intends to participate in the Auction (the "**Auction Participant**") by no later than 11:00 a.m. Eastern Time on June 5, 2026. Therefore, if you wish to participate in the Auction, you must notify the Proposal Trustee by email at the address set out below, and complete the enclosed "Acknowledgment" which, among other things, designates a representative of the Auction Participant who is authorized to submit Subsequent Bids on behalf of, and bind, the Auction Participant:

Attention: Josie Parisi and Nicole Sagolili

Email: jparisi@bdo.ca; nsagolili@bdo.ca

*with a copy to:*

Dylan Chochla and Jennifer L. Caruso

Email: dchochla@fasken.com ; jcaruso@fasken.com

*and*

Brian Trainor and Ahmed Elsayed

Email: btrainor@bdo.ca; aelsayed@bdo.ca

If no Qualified Bidder provides such expression of intent, the Starting Bid shall be deemed the Successful Bid and no Auction shall take place.

The Auction shall be governed by the procedures set forth in Schedule "B" of the Sale Process. We encourage you to familiarize yourself with those procedures, which we have reproduced herein for the sake of convenience:

a) Unless otherwise ordered by the Court, only the authorized representatives, professional advisors or agents of each Qualified Bidder shall be eligible to attend at the Auction and make any Subsequent Bid at the Auction;

b) All Qualified Bidders at the Auction must have at least one individual representative with authority to bind such Qualified Bidders present at the Auction;

c) The identity of each Qualified Bidder participating in the Auction will be disclosed, on a confidential basis, to each other Qualified Bidder;

d) Each Qualified Bidder participating in the Auction shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the bid process; (ii) any and all bids submitted at the Auction are good-faith *bona fide* offers; and (iii) it intends to consummate the proposed transaction if selected as the Successful Bid;

e) Bidding at the Auction will begin with the Starting Bid set forth above. Any additional bidding subsequent to the Proposal Trustee's announcement of the Starting Bid and other Subsequent Bids must proceed in minimum additional increments of no less than $50,000 in cash;

f) Bidding at the Auction shall continue until such time as the highest and best bid is determined by the Proposal Trustee, in its reasonable business judgment after consultation with its advisors. For the purpose of evaluating the value of the consideration provided by each bid presented at the Auction, the value will: (i) be deemed to be the net consideration payable to the Company; and (ii) take into account any additional liabilities of the Company to be assumed by a Qualified Bidder;

g) After the first round of bidding and between each subsequent round of bidding, the Proposal Trustee shall announce the Subsequent Bid that the Proposal Trustee has determined, in its reasonable business judgment, after consultation with its advisors, to be the then highest or best bid (the "**Leading Bid**"). A round of bidding will conclude after each Auction Participant has had an opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

h) Where a Subsequent Bid is submitted on an aggregated or combined basis across one or more Affiliate Sales Processes, the Qualified Bidder shall confirm or, as applicable, update the purchase price allocation previously provided in accordance with the Sale Process.

i) All participating Qualified Bidders shall be entitled to be present for all bidding with the understanding that the true identity of each participating Qualified Bidder shall be fully disclosed to all other Qualified Bidders and that all material terms of each Subsequent Bid presented during the Auction will be fully disclosed to all other participating Qualified Bidders throughout the entire Auction;

j) If no Qualified Bidder submits a Subsequent Bid (as determined by the Proposal Trustee) after a period of 15 minutes following the Proposal Trustee's acceptance of a Subsequent Bid as the Leading Bid, and the Proposal Trustee chooses not to adjourn the Auction further, then such Leading Bid shall be the "**Successful Bid**" and the Qualified Bidder who submitted such Successful Bid, the "**Successful Bidder**". The Proposal Trustee shall enter into a definitive transaction document substantially on the same terms as the Successful Bid;

k) No bids will be considered for any purpose after the Auction has concluded; and

l) At the Auction, the Proposal Trustee, after consultation with its advisors, shall be at liberty to modify or to set additional procedural rules for the Auction that are fair and reasonable under the circumstances provided, that such rules are: (a) not inconsistent with the Auction procedures set forth in Schedule "B" to the Sale Process, the *Bankruptcy and Insolvency Act* (Canada), any order of the Courts entered in connection with such Auction procedures; and (b) disclosed to each Qualified Bidder at the Auction.

In addition, the Proposal Trustee has determined that certain additional auction procedures will apply to the Auction which we have set out below:

a) **Record of Bids.** The Proposal Trustee shall maintain a record of the Starting Bid and all Subsequent Bids made and announced at the Auction, including the Successful Bid and the Back-Up Bid (as defined below);

b) **Designation of Authorized Representative.** Each Auction Participant shall designate an individual who is authorized to bind the corporation and who will attend the Auction to make submissions and represent the interests of the Auction Participant. This person shall be identified in the Acknowledgment enclosed with this letter;

c) **Bidding Disclosure.** For the sake of the orderly governance of the Auction, the Auction shall be conducted such that all Subsequent Bids made during the Auction shall be submitted to the Proposal Trustee in writing via email. All material terms of the Leading Bid will be fully disclosed to all Auction Participants throughout the Auction; provided, however, that the Proposal Trustee, in its discretion, may establish separate video conference rooms to permit interim discussions between the Proposal Trustee and the individual Auction Participants.

d) **Discussion with other Bidders.** An Auction Participant shall not strategize or discuss with other Auction Participants for the purpose of submitting a Subsequent Bid, without the consent of the Proposal Trustee;

e) **Bid Assessment Criteria.** The determination of which Subsequent Bid constitutes the Leading Bid for each round of bidding shall take into account any factors that the Proposal Trustee, in consultation with the Sales Agent, reasonably deems relevant to the value of the Subsequent Bid, including, among other things, the following:

i. the proposed purchase price and the net value provided to the Company by such Subsequent Bid;

ii. where applicable, the purchase price allocation provided with a Subsequent Bid submitted on an aggregated or combined basis across one or more Affiliate Sales Processes;

iii. the identity, circumstances, and ability of the Auction Participant to successfully complete the transaction contemplated under the Subsequent Bid;

iv. the proposed transaction documents;

v. factors affecting the speed, certainty and value of the transaction;

vi. the assets included or excluded from the Subsequent Bid;

vii. the liabilities to be assumed in the transaction; and

viii. the likelihood and timing of consummating such transaction.

For greater certainty, the Proposal Trustee may ascribe monetary values to non-monetary terms in Subsequent Bids for the purposes of assessing and valuing such Subsequent Bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed;

f) **Consideration of Subsequent Bids.** The Proposal Trustee reserves the right to make one or more adjournments in the Auction to, among other things: (A) facilitate discussions with individual Auction Participants; (B) allow individual Auction Participants to consider how they wish to proceed; (C) consider and determine the current Leading Bid at any given time during the Auction; and (D) give Auction Participants the opportunity to provide the Proposal Trustee with such additional evidence, as it may require, that the Auction Participant has obtained all required internal corporate approvals, has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Leading Bid amount. The Proposal Trustee may have clarifying discussions with an Auction Participant, and the Proposal Trustee may allow an Auction Participant to make technical clarifying changes to its Subsequent Bid following such discussions.

g) **Failure to Bid.** If at the end of any round of bidding an Auction Participant (other than the Auction Participant that submitted the then Starting Bid or Leading Bid, as applicable) fails to submit a Subsequent Bid, then such Auction Participant shall not be entitled to continue to participate in the next round of the Auction.

h) **Deemed Amendment.** If an Auction Participant submits a Subsequent Bid, the Subsequent Bid and any subsequent modifications made during the bidding rounds shall be considered amendments to the Auction Participant's existing Qualified Bid, which shall be open for acceptance until the closing of the Successful Bid;

i) **Back-Up Bid.** The Proposal Trustee, in consultation with the Sales Agent and its advisors, may conditionally accept one Subsequent Bid as a back-up bid, which acceptance will be conditional upon the failure of the transaction(s) contemplated by the Successful Bid to close (the "**Back-up Bid**" and Auction Participant making such Back-up Bid being the "**Back-Up Bidder**"). If a Successful Bidder fails to close the transaction contemplated by the Successful Bid on or before the Outside Date for any reason, then the Company will be deemed to have accepted the Back-Up Bid and the Proposal Trustee will proceed with the transaction pursuant to the terms thereof. The Back-Up Bid shall remain open for acceptance until the closing of the Successful Bid, or such other later date as the Proposal Trustee, in consultation with Sales Agent, may agree acting reasonably (the "**Back-Up Bid Expiration Date**"). In the case of a Back-Up Bid, the Deposit and any interest earned thereon shall be retained by the Proposal Trustee until the Back-Up Bid Expiration Date and returned to the Back-Up Bidder within three Business Days thereafter or, if a Back-Up Bid becomes a Successful Bid, shall be dealt with in accordance with the definitive documents for the transaction contemplated by the Back-Up Bid; and

j) **Finalizing Documentation.** Promptly following the Leading Bid or Subsequent Bid being declared the Successful Bid or the Back-Up Bid, as applicable, the applicable Auction Participant shall execute and deliver such revised and updated definitive transaction agreements as may be required to reflect and evidence the Successful Bid or Back-Up Bid.

We would like to thank you again for your interest and we look forward to your response.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Jennifer L. Caruso

c. Dylan Chochla, Fasken Martineau DuMoulin LLP

Brain Trainor and Ahmed Elsayed, BDO Canada Transaction Advisory Services Inc.

Josie Parisi and Nicole Sagolili, BDO Canada Limited in its capacity as Proposal Trustee of the Company and not in its personal or corporate capacity

**Acknowledgment:**

Name of Qualified Bidder: ___________________________________

This Acknowledgment is submitted in accordance with the Sale Process with respect to the Company, set out in the Sale Process Order.

The undersigned hereby accepts the terms and conditions set forth in the above letter, and confirms the following:

- I will be the designated representative of the Auction Participant at the Auction and I have the legal authority to bind the Auction Participant;
- I have received the Auction Process Letter prepared by the Proposal Trustee and delivered on June 3, 2026, and the Sale Process, and understand and agree to the Auction protocol described therein;
- the Auction Participant, and any of its advisors or representatives (i) has not engaged in any collusion with respect to the Auction and the bid process; and (ii) its bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bid; and
- the Proposal Trustee shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Auction Participant, Successful Bidder, Back-Up Bidder, the Company, or any other creditor or other stakeholder of the Company, for any act or omission related to the process contemplated by the Sale Process as modified by the Auction Letter. By executing this acknowledgment the Auction Participant shall be deemed to have agreed that it has no claim against the Proposal Trustee or the Sales Agent for any reason whatsoever.

_________________________________ By: ____________________________________

Date

Name:

Title:

# Appendix O

FASKEN

Fasken Martineau DuMoulin LLP
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fasken.com

June 6, 2026

**Jennifer L. Caruso**
Direct Line / Fax +1 416 865 4471
jcaruso@fasken.com

**Spetter Zeitz Klaiman**

Attention: **Matthew Harris**
mharris@szklaw.ca

*with a copy to:*

**17891750 Canada Inc.**

Attention: **Ken Turner**
ken@jdswallow.com

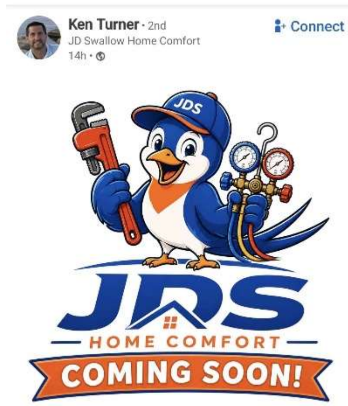
Dear Mr. Harris:

**Re: In the Matter of the Notice of Intention to Make a Proposal of MechCan Inc. et al J.D. Swallow Heating Contractors Inc. – Sale Process**

As you know, we are legal counsel to BDO Canada Limited in its capacity as Proposal Trustee (in such capacity, the "**Proposal Trustee**") of J.D. Swallow Heating Contractors Inc. (the "**Company**").

We write in response to a LinkedIn post by your client, Mr. Turner, who is the current general manager of the Company and the principal of 17891750 Canada Inc., the stalking horse bidder (the "**Stalking Horse Bidder**") in the ongoing Sale Process in respect of the Company that was approved by the Ontario Superior Court of Justice (the "**Court**") on April 30, 2026. Capitalized terms used throughout this letter that are not defined have the meanings given to them in the Sale Process.

Your client's LinkedIn post publicly announced a business under the name of "JDS Home Comfort" to be coming soon, and is reproduced below:




We understand that this post has since been removed from LinkedIn. Should your client re-post the above announcement or otherwise continue to announce or advertise a business under the name of “JDS Home Comfort”, the Stalking Horse Bidder will not be permitted to participate in the Auction on Monday June 8, 2026.

We expect that you will remind your client of his obligation to not interfere with the outcome of the ongoing Sale Process.

This letter will be uploaded to the virtual data room to inform the Qualified Bidders of your client’s conduct.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Jennifer L. Caruso

c. Dylan Chochla, Fasken Martineau DuMoulin LLP

Josie Parisi and Nicole Sagolili, BDO Canada Limited in its capacity as Proposal Trustee of the Company and not in its personal or corporate capacity

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June 8, 2026

**Jennifer L. Caruso**
Direct Line / Fax +1 416 865 4471
jcaruso@fasken.com

**Spetter Zeitz Klaiman**

Attention: **Matthew Harris**
mharris@szklaw.ca

*with a copy to:*

**17891750 Canada Inc.**

Attention: **Ken Turner**
ken@jdswallow.com

Dear Mr. Harris:

**Re: In the Matter of the Notice of Intention to Make a Proposal of J.D. Swallow Heating Contractors Inc.**

As you know, we are legal counsel to BDO Canada Limited in its capacity as Proposal Trustee (in such capacity, the "**Proposal Trustee**") of J.D. Swallow Heating Contractors Inc. (the "**Company**").

We write further to our letter dated June 6, 2026 (the "**June 6 Letter**") regarding the conduct of your client, Ken Turner ("**Mr. Turner**"), who is the current general manager of the Company and the principal of 17891750 Canada Inc., the stalking horse bidder (the "**Stalking Horse Bidder**") in the ongoing Sale Process in respect of the Company that was approved by the Ontario Superior Court of Justice (the "**Court**") on April 30, 2026. A copy of the June 6 Letter is enclosed for your reference. Capitalized terms used throughout this letter that are not defined have the meanings given to them in the Sale Process.

The Proposal Trustee is of the view that serious allegations have been raised against Mr. Turner regarding his conduct throughout the Sale Process. The allegations are as follows:

- As set forth in the June 6 Letter, your client made a LinkedIn post publicly announcing a business under the name of "JDS Home Comfort" to be coming soon, which we understand has since been removed from LinkedIn;

- A Qualified Bidder has informed the Proposal Trustee that your client has stated that:

- your client is working with current management of B.R.'s Plumbing & Heating Inc. ("**B.R.'s**") to attempt to minimize bids at the Auctions in respect of the Company and B.R.'s, so that they may acquire those entities at a lower purchase price;
- your client intends to open a business to compete with the Company and to hire the Company's employees under that business; and

- Your client has provided interim financing to the Company (in such capacity, the "**DIP Lender**") pursuant to an interim financing letter dated as of April 28, 2026 (the "**DIP Agreement**"). We have been made aware of concerns that, if your client is not the Successful Bidder, he is not willing to continue to fund the Company under the DIP Agreement, notwithstanding the fact that there is availability under the interim facility, and he is otherwise required to fund pursuant to the terms of the DIP Agreement.

In light of these allegations, the Proposal Trustee is considering whether to disqualify the Stalking Horse Bidder from the Sale Process. We request that by no later than **10:00 a.m. EST on June 9, 2026,** your client:

1. provides a response to the allegations described above;
2. confirms that he will assist the Company and the Proposal Trustee in closing any successful transaction arising from the Sale Process, regardless of whether that transaction is with the Stalking Horse Bidder;
3. confirms that he will fund the interim financing as required under the DIP Agreement, regardless of whether the DIP Lender is the Successful Bidder; and
4. confirms that he will comply with his obligations to act in good faith during the proposal proceedings.

In the absence of a satisfactory response from your client, the Proposal Trustee intends to exclude the Stalking Horse Bidder from the Auction and disqualify the Stalking Horse Bidder from the Sale Process altogether.

This letter and your client's response will be uploaded to the virtual data room in the Sale Process.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Jennifer L. Caruso

c. Dylan Chochla, Fasken Martineau DuMoulin LLP

Brian Trainor and Ahmed Elsayed, BDO Canada Transaction Advisory Services Inc.

Josie Parisi and Nicole Sagolili, BDO Canada Limited in its capacity as Proposal Trustee of the Company and not in its personal or corporate capacity

Spetter Zeitz Klaiman

**Matthew R. Harris**
J.D. (Hons), L.L.M. (Bankruptcy & Insolvency)

mharris@szklaw.ca
T. 416-477-1077

**BY EMAIL**

**June 9th, 2026**

**FASKEN MARTINEAU DuMOULIN LLP**
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6

**Attention: Dylan Chochla and Jennifer L. Caruso**

**Dear Sir and Miss:**

**RE: Proposal of Mechcan Inc. etc.**
**J.D. Swallow**

As you are aware, we are counsel to Ken Turner and 17891750 Canada Inc. (collectively, "Ken").

This letter responds to your letter of June 8th, 2026, received at 7:32 p.m., which demanded a response by 10:00 a.m. today. Given the limited time provided, we have done our best to address your concerns.

We address your allegations in the order in which they appear in your letter.

1.) The LinkedIn post, which you acknowledge has since been removed, did not announce the launch of a new company. Rather, it reflected a change in branding.

2.) Ken has not spoken with any member of the current management of B.R.'s Plumbing & Hearing Inc. ("**B.R.'s**") about reducing the purchase price. He has no control over the other bidders and does not understand the basis for this allegation. For that reason, Ken has avoided any conversations that could be perceived as affecting the auction or suggesting a conflict of interest.

3.) Ken has made it clear that, if he is not the successful bidder, he does not intend to work for J.D. Swallow. He is entitled to work wherever he chooses, and nothing in this application or any other document requires him to work for the corporation either before or after a sale. He is an employee.

4.) Ken has not solicited any employees and has made no statements to that effect. Each employee is entitled to make their own decision, and Ken has taken no steps to influence or direct any employee.

5.) Ken has made no determinations regarding funding. Any inference by another party that he may not continue the DIP financing depending on the auction results is not based on anything he has said or done.

The general allegations in your letter are unfounded and do not justify disqualifying my client either as the stalking horse bidder or as a bidder at all. That said, we understand that the landlord has not renewed the lease and that, as a result of the delays in the auction process to date, the company may need to relocate before it is sold. Accordingly, additional DIP financing may be required, which will increase overall expenses and exposure.

To be clear, my client has always cooperated with the proposal trustee. Disqualification on any of the above-noted grounds would be grossly unfair, prejudicial, and contrary to the interests of all stakeholders.

Yours Sincerely,
**SPETTER ZEITZ KLAIMAN**

Matthew Harris

Per: Matthew R. Harris
MRH:to

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June 9, 2026

**Jennifer L. Caruso**
Direct Line / Fax +1 416 865 4471
jcaruso@fasken.com

**Spetter Zeitz Klaiman**

Attention: **Matthew Harris**
mharris@szklaw.ca

*with a copy to:*

**17891750 Canada Inc.**

Attention: **Ken Turner**
ken@jdswallow.com

Dear Mr. Harris:

**Re: In the Matter of the Notice of Intention to Make a Proposal of J.D. Swallow Heating Contractors Inc.**

As you know, we are legal counsel to BDO Canada Limited in its capacity as Proposal Trustee (in such capacity, the "**Proposal Trustee**") of J.D. Swallow Heating Contractors Inc. (the "**Company**").

We write further to our letters dated June 6 and 8, 2026 and your responding letter dated June 9, 2026 (the "**June 9 Response**") regarding the conduct of your client, Ken Turner ("**Mr. Turner**"), who is the current general manager of the Company and the principal of 17891750 Canada Inc., the stalking horse bidder (the "**Stalking Horse Bidder**") in the ongoing Sale Process in respect of the Company that was approved by the Ontario Superior Court of Justice (the "**Court**") on April 30, 2026. Capitalized terms used throughout this letter that are not defined have the meanings given to them in the Sale Process.

The Proposal Trustee has reviewed the June 9 Response. In the circumstances, the Proposal Trustee is prepared to allow the Stalking Horse Bidder to participate in the Auction on the understanding that Mr. Turner will comply with his obligations to act in good faith during the proposal proceedings and will reasonably assist with an orderly transition to the Successful Bidder, should the Stalking Horse Bidder not be selected as the Successful Bidder.

The Auction has been rescheduled for **<u>Wednesday June 10, 2026 at 3:00 p.m. ET.</u>** The Microsoft Teams login information will follow by separate email today.

This letter will be uploaded to the virtual data room in the Sale Process.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Jennifer L. Caruso

c. Dylan Chochla, Fasken Martineau DuMoulin LLP

Brian Trainor and Ahmed Elsayed, BDO Canada Transaction Advisory Services Inc.

Josie Parisi and Nicole Sagolili, BDO Canada Limited in its capacity as Proposal Trustee of the Company and not in its personal or corporate capacity

# Appendix P

# FASKEN

**Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
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June 4, 2026

**Jennifer L. Caruso**
Direct Line / Fax +1 416 865 4471
jcaruso@fasken.com

[●]
Attention: [●]

with a copy to:
[●]
Attention: [●]

Dear [●]:

**Re: B.R.'s Plumbing & Heating Inc. Sale Process – Disclosure Letter**

Thank you for your continued participation in the Sale Process commenced by BDO Canada Limited in its capacity as Proposal Trustee (the "**Proposal Trustee**") in respect of the Notice of Intention to Make a Proposal ("**NOI**") proceedings of B.R.'s Plumbing & Heating Inc. (the "**Company**"). All capitalized terms used herein and not otherwise defined have the meanings given to them in the Sale Process or the Auction Letter dated as of June 3, 2026, as applicable.

The purpose of this letter is to inform you of the following information conveyed to the Proposal Trustee since the delivery of the Auction Letter:

1. With respect to the inclusion of the employment agreements of Bart Rietvled ("**Mr. Rietveld**") and Brian Velthove ("**Mr. Velthove**") in the list of Purchased Assets in the Starting Bid:

    a. Mr. Rietveld and Mr. Velthove have no intention of continuing employment with any new purchaser of the Company; and

    b. Mr. Rietveld and Mr. Velthove will be taking the position that any non-compete clause in such employment agreements is not enforceable; and

2. The landlord of the premises currently leased by the Company has advised that they will not agree to assign the lease to a new purchaser. Upon completion of any sale, the purchased assets must be removed as soon as practicable. Storage costs will be charged to the new purchaser.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Jennifer L. Caruso

c. Dylan Chochla, Fasken Martineau DuMoulin LLP

Brian Trainor and Ahmed Elsayed, BDO Canada Transaction Advisory Services Inc.

Josie Parisi and Nicole Sagolili, BDO Canada Limited in its capacity as Proposal Trustee of the Company and not in its personal or corporate capacity

# Appendix Q

# <u>ASSET PURCHASE AGREEMENT</u>

This Agreement is made and entered into this 14th day of July, 2026 (the "**Effective Date**")

**BETWEEN:**

**J.D. SWALLOW HEATING CONTRACTORS INC.**, a corporation incorporated pursuant to the laws of the Province of Ontario, as vendor (the "**Company**")

– and –

**MERIDIAN HOME SERVICES INC.**, a corporation incorporated pursuant to the laws of Canada, 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 April 1, 2026 (the "**Proposal Proceedings**"). BDO Canada Limited was appointed 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 Ontario Superior Court of Justice (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 the sale of the Purchased Assets to the Purchaser as the Successful Bidder following 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 Financing 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 of 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

Company, 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 Sale Process.

(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) "**Business**" means the business carried on by the Company.

(o) "**Business Day**" means a day on which banks are open for business in Toronto, Ontario, but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

(p) "**Cash Consideration**" has the meaning set out in Section 3.4(b).

(q) "**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.

(r) "**Closing**" means the closing and consummation of the Transaction in accordance with the terms hereof.

(s) "**Closing Date**" means the date that is ten (10) days following the date of the Approval and Vesting Order, or such other date as the Parties may agree to in writing with the consent of the Proposal Trustee.

(t) "**Closing Time**" means the time on the Closing Date at which Closing occurs, as evidenced by the Proposal Trustee's Certificate.

(u) "**Conditions Certificate**" has the meaning set out in Section 6.4.

(v) "**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.

(w) "**Court**" has the meaning set out in the preamble hereto.

(x) "**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 Company's monetary defaults in relation to the Assumed Contracts, other than those arising by reason only of the Company'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.

(y) "**Deposit**" means the deposit in the amount of [redacted] submitted by the Purchaser to the Proposal Trustee.

(z) "**Effective Date**" has the meaning set out in the preamble hereto.

(aa) "**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.

(bb) "**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 Act, 2000* (Ontario), the *Pay Equity Act* (Ontario) or the *Workplace Safety and Insurance Act, 1997* (Ontario).

(cc) "**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.

(dd) "**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.

(ee) "**Excluded Assets**" means the following:

(i) all cash, bank balances, deposits, monies 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) Receivables;

(v) all minute books, share ledgers, corporate seals, capital stock, equity interests and stock certificates of the Company;

(vi) 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;

(vii) 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;

(viii) 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;

(ix) all leases, financing arrangements and other Contracts of the Company that are not expressly listed as Assumed Contracts in Schedule "C", including, for greater certainty, all vehicle leases other than those in respect of the Purchased Vehicles; and

(x) any other assets that the Purchaser elects to exclude in writing prior to Closing pursuant to Section 2.4.

(ff) "**Excluded Contracts**" means those Contracts and other agreements of the Company that are not Assumed Contracts.

(gg) "**Excluded Liabilities**" has the meaning set out in Section 2.5.

(hh) **"Filing Date"** means April 1, 2026.

(ii) "**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.

(jj) “**HST**” means all of the harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

(kk) “**Interim Financing 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.

(ll) “**Interim Financing Agreement**” means the agreement between the Company and 17891750 Canada Inc. as lender (the “**Interim Lender**”), dated as of April 28, 2026 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.

(mm) “**Interim Period**” means the period beginning on the Effective Date and ending at the Closing Date.

(nn) “**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.

(oo) “**Lessor**” means Scherer Leasing Inc.

(pp) “**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.

(qq) “**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).

(rr) “**Outside Date**” means July 30, 2026.

(ss) “**Parties**” means the Company and the Purchaser collectively, and "**Party**" means any one of them.

(tt) "**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.

(uu) "**Proposal Proceedings**" has the meaning set out in the preamble hereto.

(vv) "**Proposal Trustee**" has the meaning set out in the preamble hereto.

(ww) "**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.

(xx) "**Purchase Price**" has the meaning set out in Section 3.1.

(yy) "**Purchased Assets**" has the meaning set out in Section 2.1.

(zz) "**Purchased Vehicles**" means the five (5) leased vehicles listed in Schedule "A", which the Purchaser has elected to acquire pursuant to Section 3.2, subject to the prior written approval of the Proposal Trustee.

(aaa) "**Qualified Bid**" has the meaning set out in the Sale Process.

(bbb) "**Qualified Bidders**" has the meaning set out in the Sale Process.

(ccc) "**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.

(ddd) "**Sale Process**" has the meaning set out in the preamble hereto.

(eee) "**Sale Process Order**" has the meaning set out in the preamble hereto.

(fff) "**Sales Agent**" means BDO Canada Transaction Advisory Services Inc., in its capacity as sales agent pursuant to the Sale Process Order.

(ggg) "**Successful Bid**" has the meaning set out in the Sale Process.

(hhh) "**Successful Bidder**" has the meaning set out in the Sale Process.

(iii) "**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.

(jjj) "**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 5.8.

(kkk) "**Transaction**" means the transaction of purchase and sale contemplated by this Agreement.

(lll) "**Transferred Employees**" Employees who have accepted an offer of employment from the Purchaser as of the Closing.

(mmm) "**Vehicle Purchase Price**" has the meaning set out in Section 3.2.

### 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 Company, all of the Company's right, title and interest in, to and under the tangible and intangible assets, properties and rights owned by the Company and necessary to operate the Business in the ordinary course, including the goodwill of the Company relating to the Business, all business and trade names used by the Company in connection with the Business, and 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 Accounts Receivable

From and after Closing until the date which is six (6) months after the Closing Date, the Purchaser shall collect the Receivables and remit to the Company: (i) seventy percent (70%) of each Receivable collected aged less than 60 days, with the remaining thirty percent (30%) belonging to the Purchaser; and (ii) sixty percent (60%) of each Receivable collected aged 60 days or more, with the remaining forty percent (40%) belonging to the Purchaser. The date of collection of any Receivables by the Purchaser, not the date of Closing, shall be used to determine the percentage payable to the Company. The Purchaser shall remit payment to the Company of that portion of the Receivables due to the Company as set out herein at the end of each month following the Closing Date until the expiry of the sixth month following the Closing Date and the Purchaser shall concurrently provide the Company with a monthly report detailing the total Receivables collected and the percentage and total amount remitted to the Company. The Purchaser acknowledges and agrees that the terms governing the collection of the Receivables shall be subject to a separate agreement to be entered into between the Purchaser and the Company, consistent with this Section 2.2

### 2.3 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 Company 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.

### 2.4 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 Motion, 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.

### 2.5 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**").

### 2.6 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 [redacted] (the "**Purchase Price**") plus applicable taxes and Cure Costs, if any. The Purchase Price shall be paid and satisfied in accordance with Section 3.4.

### 3.2 Vehicle Purchase Price

Subject to the prior written approval of the Proposal Trustee, the Purchaser shall, in addition to the purchase of the Purchased Assets, purchase the Purchased Vehicles for an aggregate purchase price equal to the aggregate amount required to pay out and discharge in full the outstanding lease obligations in respect of the Purchased Vehicles as of the Closing Date, as confirmed in writing by the Lessor prior to Closing (the "**Vehicle Purchase Price**"). The Vehicle Purchase Price shall be paid at Closing directly to the Lessor by wire transfer, which wire transfer details shall be set forth in a flow of funds direction delivered by the Proposal Trustee to the Purchaser, and shall be separate from and in addition to the Purchase Price. The Purchased Vehicles shall transfer to the Purchaser free and clear of all Encumbrances, with all outstanding lease obligations in respect of the Purchased Vehicles to be discharged at Closing. For greater certainty, the purchase of the Purchased Vehicles pursuant to this Section 3.2 is a severable obligation and the failure to obtain Proposal Trustee approval in respect thereof shall not affect the validity or enforceability of any other provision of this Agreement.

### 3.3 Allocation of Purchase Price

The Purchaser and the Company agree that the aggregate total consideration (being the sum of the Purchase Price and the Vehicle Purchase Price) shall be allocated as follows for tax and financial accounting purposes: (i) the Purchase Price to the Purchased Assets; and (ii) the Vehicle Purchase Price to the Purchased Vehicles. The further allocation of the Purchase Price among the individual Purchased Assets shall be agreed upon by the Parties prior to the Closing Time.

### 3.4 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) application of the Deposit against the aggregate total consideration (being the sum of the Purchase Price and the Vehicle Purchase Price); and

(ii) payment of the balance of the Purchase Price (being the Purchase Price less the Deposit) by 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.

### 3.5 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 an HST-free basis under Part IX of the *Excise Tax Act* (Canada) and the Purchaser shall file such election with its HST 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) If applicable, at the Closing, the Company and the Purchaser shall execute jointly an election in prescribed form under Subsection 20(24) of the *Income Tax Act* (Canada) in respect of any deferred revenue assumed by the Purchaser as an Assumed Liability, and shall file such election with their respective tax returns for their respective taxation years that include the Closing Date.

(e) 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.

(f) 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
## REPRESENTATIONS AND WARRANTIES

### 4.1 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 Company 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 Company 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.

### 4.2 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 laws of its jurisdiction of organization, 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.

### 4.3 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 Company 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 COMPANY 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 5
## COVENANTS

### 5.1 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.

### 5.2 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.

### 5.3 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 Proposal Trustee 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.

### 5.4 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).

### 5.5 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 co-operate 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.

### 5.6 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.

### 5.7 Digital Account Credentials

The Company (with the assistance of the Proposal Trustee) shall use commercially reasonable efforts to obtain and deliver to the Purchaser, on or before the Closing Date, the login credentials (including usernames and passwords) for all Google accounts and social media accounts included in the Purchased Assets. In the event that such credentials are not delivered to the Purchaser at or before the Closing Time, the Company (with the assistance of the Proposal Trustee) shall, at the reasonable request and expense of the Purchaser, use commercially reasonable efforts to provide such documentation, authorizations, and cooperation as may be reasonably required by the Purchaser to establish its right, title, and interest in and to such accounts for the purposes of any account recovery or transfer process with the applicable platform provider, including without limitation executing any letters of authorization or attestations confirming the transfer of the Business to the Purchaser.

### 5.8 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.

**5.9 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 6
## CLOSING

**6.1 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.

**6.2 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 3.5;

(e) a general conveyance with respect to the Purchased Assets;

(f) bills of sale with respect to the Purchased Vehicles;

(g) 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

(h) 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.

**6.3 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 (being the Purchase Price less the Deposit previously paid by the Purchaser);

(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 3.5; 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.

### 6.4 Proposal Trustee's Certificate

When the conditions to Closing set out in Sections 7.1, 7.2 and 7.3 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 7
## CONDITIONS TO CLOSING

### 7.1 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) <u>Successful Bid.</u> This Agreement shall have been designated as a Successful Bid in accordance with the terms of the Sale Process.

(b) <u>Approval and Vesting Order.</u> 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) <u>No Order.</u> 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) <u>No Restraint.</u> 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 7.1 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.

**7.2 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 6.2.

(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 4.1 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 7.2 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 7.2 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.

**7.3 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 6.3.

(b) No Breach of Representation and Warranties. Each of the representations and warranties contained in Section 4.2 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 7.3 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 7.3 is not satisfied or performed on or prior to the Outside Date, the Company may elect on written notice to the Purchaser to terminate this Agreement.

## ARTICLE 8
## TERMINATION

### 8.1 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 7.1 or 7.2, 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 7.1 or 7.3, 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.

### 8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, 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 8.2.

**8.3** If this Agreement is terminated pursuant to Section 8.1(a), 8.1(b), 8.1(c), or 8.1(d), the Proposal Trustee shall return the Deposit to the Purchaser within three (3) Business Days after the date upon which the Successful Bid is approved pursuant to an Approval and Vesting Order, or if no Approval and Vesting Order is issued, within three (3) Business Days of such termination, in either case without deduction or set-off. If this Agreement is terminated by the Company pursuant to Section 8.1(e), the Deposit shall be forfeited to and retained by the Proposal Trustee, on behalf of the Company, as liquidated damages and not as a penalty, in full and final satisfaction of all claims of the Company arising from such termination; provided that the forfeiture of the Deposit shall not limit or affect any other remedy available to the Company in respect of any other breach of this Agreement by the Purchaser that is separate and apart from the default giving rise to such termination.

### 8.4 Proposal Trustee's Liability

In addition to all of the protections granted to the Proposal Trustee under the BIA, the Sale Process, the Sale Process Order, and any other order of the Court in this Proposal Proceeding, the Company and the Purchaser acknowledge and agree that the Proposal Trustee, acting in its capacity as Proposal Trustee of the Company and not in its personal capacity, will have no liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction whatsoever except liability from its willful misconduct, fraud or gross negligence. This Section 8.4 shall survive Closing.

## ARTICLE 9
## GENERAL

### 9.1 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 Proposal Trustee and the Company, its successors, any trustee in bankruptcy or any receiver of the Company, 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.

### 9.2 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:

Meridian Home Services Inc.
Attention: Ankit Kamboj
Email: ankit@kcm-holdings.com

with a copy to:

*Goldberg, Lamba & Ghannoum LLP*
1240-65 Queen Street West
Toronto, Ontario M5H 2M5
Attention: Elie Ghannoum
Email: elie@glgllp.ca

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

J.D. Swallow Heating Contractors Inc.
Attention: Spencer Ross
Email: sr@mechcan.ca

with a copy to:

*Reconstruct LLP*
80 Richmond Street W, Suite 1700
Toronto, Ontario M5H 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*
20 Wellington St. E, Suite 500
Toronto, ON M5E 1C5

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 / Jennifer Caruso
Email: dchochla@fasken.com /jcaruso@fasken.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Toronto 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. (Toronto 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.

**9.3 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 Company 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.

**9.4 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.

**9.5 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.

**9.6 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.

**9.7 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.

**9.8 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.

## 9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario 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 Ontario therefrom.

## 9.10 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.

## 9.11 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.

## 9.12 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.

## 9.13 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 page follows*]

**J.D. SWALLOW HEATING CONTRACTORS INC.**

DocuSigned by:

Per: Josie Parisi c/s

F9723072D48F4E0...

BDO Canada Limited in its capacity as Proposal Trustee of J.D. Swallow Heating Contractors Inc., and not in its personal or corporate capacity

Name: Josie Parisi
Title: Partner and Senior Vice President
I have authority to bind the corporation

**MERIDIAN HOME SERVICES INC.**

Per: ______________________________

Name: Ankit Kamboj
Title: President
I have authority to bind the corporation

**J.D. SWALLOW HEATING CONTRACTORS INC.**

Per: ______________________________ c/s

BDO Canada Limited in its capacity as Proposal Trustee of J.D. Swallow Heating Contractors Inc., and not in its personal or corporate capacity

Name: Josie Parisi
Title: Partner and Senior Vice President
I have authority to bind the corporation

**MERIDIAN HOME SERVICES INC.**

Signed by:
Per: Ankit Kamboj
58E74A560C3345A...

Name: Ankit Kamboj
Title: 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) Inventory and Supplies;

(f) all customer lists and supplier lists;

(g) all goodwill of the Company relating to or associated with the Business, including the right of the Purchaser to carry on the Business in succession to the Company;

(h) all business names and trade names used by the Company in connection with the Business, together with all goodwill associated therewith;

(i) all Google accounts (including Google Business Profile, Google Workspace, Google Analytics, and any related Google services) and all social media accounts associated with the Business or used in connection therewith, together with all rights and interests therein to the extent transferable;

(j) 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;

(k) to the extent that it is necessary to specifically identify them for any purpose whatsoever, any and all other property, assets and undertakings of the Company used or related to the Business of whatsoever nature or kind; and

(l) the following five (5) vehicles:

i. 2020 Ram Promaster 136 Cargo (VIN: 3C6TRVVG2LE146442);

ii. 2020 Ram Promaster 2500 Cargo 136 (VIN: 3C6TRVVG9LE146437);

iii. 2021 Ram Promaster 2500 Cargo (VIN: 3C6LRVVG5ME531012);

iv. 2021 Ram Promaster 2500 Cargo Van 136 (VIN: 3C6LRVVG9ME543888); and

v. 2021 Ram Promaster 2500 Cargo (VIN: 3C6LRVVG7ME543887) (collectively, the "**Purchased Vehicles**").

## 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;

(b) the Purchase Price;

(c) Receivables;

(d) Excluded Contracts;

(e) all minute books, share ledgers, corporate seals, capital stock, equity interests and stock certificates of the Company;

(f) 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;

(g) 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;

(h) 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

(i) any other assets that the Purchaser elects to exclude in writing prior to Closing pursuant to Section 2.4.

**Schedule "C"**
**Assumed Contracts**

a) Bell Mobility Service Agreement between J.D. Swallow Heating Contractors Inc. and Bell Mobility Inc., dated December 18, 2023;

b) Agreement between J.D. Swallow Heating Contractors Inc. and Dayforce Canada Ltd.; and

c) Any contracts that the Purchaser elects to assume pursuant to Section 2.6.

## Schedule "D"
## Assumed Liabilities

(a) all Liabilities from and after the Closing Date associated with the Assumed Contracts but only to the extent that such Liabilities thereunder are incurred after the Closing Time and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Company on or before the Closing Time;

(b) any Cure Costs in connection with an Assumed Contract to the extent that an Assignment Order or consent in respect of the Assumed Contract, as applicable, is obtained in respect of such Assumed Contract but, for greater certainty, excluding any amount on account of Liabilities incurred as ordinary course obligations by the Company after the commencement of the Proposal Proceedings in connection with such Assumed Contract; and

(c) all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing.

(d) all deferred revenue obligations of the Company existing as at the Closing Date, representing prepaid amounts received by the Company from customers for services not yet rendered as of the Closing Date, to the extent identified in a statement of such deferred revenue obligations, determined as at the Closing Date and delivered by the Company to the Purchaser at Closing, prepared in good faith based on the Company's books and records and without any representation or warranty by the Proposal Trustee (the "**Deferred Revenue Statement**").

**Schedule "E"**
**Form of Approval and Vesting Order**

***See attached***

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

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

| | | |
|---|---|---|
| THE HONOURABLE | ) | FRIDAY, THE 24TH |
| | ) | |
| JUSTICE DIETRICH | ) | DAY OF JULY, 2026 |

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

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

**APPROVAL AND VESTING ORDER**
**(J.D. Swallow Transaction)**

**THIS MOTION,** made by BDO Canada Limited in its capacity as Proposal Trustee (in such capacity, the "**Proposal Trustee**") of the Applicants, including but not limited to J.D. Swallow Heating Contractors Inc. (the "**Company**") for an order, among other things, (i) approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Sale Agreement**") between the Company, as vendor, and Meridian Home Services Inc. as purchaser (the **"Purchaser**"), dated July [●], 2026; and (ii) transferring to and vesting in the Purchaser the Company's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario, by judicial videoconference.

**ON READING** the fifth report of the Proposal Trustee dated [●], 2026 (the "**Fifth Report**"), and the appendices thereto, and the confidential supplemental report dated [●], 2026, and the confidential appendices thereto, and on hearing the submissions of counsel for the Proposal

Trustee and such other parties present, with no one else appearing for any other person on the Service List, although properly served as appears from the Lawyer's Certificate of Service of [●] dated July [●], 2026,

**SERVICE AND DEFINITIONS**

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

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

**APPROVAL AND VESTING**

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

4. **THIS COURT ORDERS** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Proposal Trustee's Certificate**"), all of the Company's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Roger dated April 30, 2026; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) ("**PPSA**") or any other personal property registry system (all of which are collectively referred to as the

“**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, including, for greater certainty, the PPSA registrations set out in Schedule “C” hereto.

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

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

**ADDITIONAL PROVISIONS**

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

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

   (a) the pendency of these proceedings;

   (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company and any bankruptcy order issued pursuant to any such applications; and

   (c) any assignment in bankruptcy made in respect of the Company;

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

**GENERAL**

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

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

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

____________________________________

**Schedule "A"**
**Applicants**

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

**SCHEDULE "B"**
**Form of Proposal Trustee's Certificate**

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

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

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

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

**PROPOSAL TRUSTEE'S CERTIFICATE**

**RECITALS**

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

B. Pursuant to an Approval and Vesting Order (the "**Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated July 24, 2026, the Court, among other things, approved an asset purchase agreement dated [●], 2026 (the "**Sale Agreement**") between the Company, as vendor, and Meridian Home Services Inc. as purchaser (the **"Purchaser**"), and provided for the vesting in the Purchaser of the Company's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets (as defined in the Order) upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming

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

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

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived by the Company and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Proposal Trustee.

4. This Certificate was delivered by the Proposal Trustee at ________ [TIME] on _______ [DATE].

**BDO Canada Limited, in its capacity as Proposal Trustee of J.D. Swallow Heating Contractors Inc., and not in its personal or corporate capacity**

Per: ________________________________

Name:

Title:

**Schedule "A"**
**Applicants**

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

**SCHEDULE "C"**
**PPSA Registrations to be Discharged**

The following PPSA registrations registered by Scherer Leasing Inc., 1225 Courtland Ave E, Kitchener, Ontario N2C 2N8, are hereby expunged and discharged as against the Purchased Assets pursuant to the foregoing Order:

| File No. | Registration No. | Year / Make / Model | VIN |
|---|---|---|---|
| 508829049 | 20240904 1122 1901 1620 | 2020 Ram Promaster 136 Cargo | 3C6TRVVG2LE146442 |
| 508829094 | 20240904 1122 1902 5677 | 2020 Ram Promaster 2500 Cargo 136 | 3C6TRVVG9LE146437 |
| 508829103 | 20240904 1123 1902 5678 | 2021 Ram Promaster 2500 Cargo | 3C6LRVVG5ME531012 |
| 513959355 | 20250305 1509 1902 9180 | 2021 Ram Promaster 2500 Cargo Van 136 | 3C6LRVVG9ME543888 |
| 513959409 | 20250305 1510 1902 9183 | 2021 Ram Promaster 2500 Cargo | 3C6LRVVG7ME543887 |

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED
AND IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF MECHCAN INC. AND THOSE APPLICANTS LISTED ON SCHEDULE "A" HERETO (EACH, AN "APPLICANT", AND COLLECTIVELY, THE "APPLICANTS")

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

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

PROCEEDING COMMENCED AT
TORONTO

**APPROVAL AND VESTING ORDER**
**(J.D. Swallow Transaction)**

**FASKEN MARTINEAU DuMOULIN LLP**
Barristers and Solicitors
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cpiccinin@fasken.com
Tel: 416 865 4531

Lawyers for the Proposal Trustee, BDO Canada Limited

# Appendix R

# ASSET PURCHASE AGREEMENT

This Agreement is made and entered into this 29th day of June, 2026 (the "**Effective Date**")

**BETWEEN:**

**Comfort Zone Heating & Air Conditioning Inc.**, a corporation incorporated pursuant to the laws of the Province of Ontario, as vendor (the "**Company**")

– and –

**GO LIME GROUP INC.,** a federal corporation incorporated pursuant to the laws of Canada, 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 April 8, 2026 (the "**Proposal Proceedings**"). BDO Canada Limited ("**BDO**") was appointed as proposal trustee of the Company (in such capacity, the "**Proposal Trustee**").

B. In connection with the Proposal Proceedings, the Proposal Trustee commenced a sale process (the "**Sale Process**") in respect of the Company pursuant to a Court Order (the "**Sale Process Order**"), to be conducted with the assistance of the Sales Agent (as defined therein).

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) "**Affiliate**" has the meaning given to the term "affiliate" in the *Business Corporations Act*, R.S.O. 1990, c.B-16.

(b) "**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.

(c) "**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.

(d) "**Approval and Vesting Order**" means an order of the Court issued in the Proposal Proceedings approving 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 Encumbrances other than Permitted Encumbrances, in form and content acceptable to the Company and the Purchaser, each acting reasonably.

(e) "**Article**" or "**Section**" or "**Schedule**" means the specified Article, Section of 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.

(f) "**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.

(g) "**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.

(h) "**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 Motion in accordance with the terms hereof; (ii) any and all Cure Costs; and (iii) 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.

(i) "**BIA**" has the meaning set out in the preamble hereto.

(j) "**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.

(k) "**Business**" means the business carried on by the Company.

(l) "**Business Day**" means a day on which banks are open for business in Toronto, Ontario, but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

(m) "**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.

(n) "**Closing**" means the closing and consummation of the Transaction in accordance with the terms hereof.

(o) "**Closing Date**" means the date that is one (1) Business Day 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.

(p) "**Closing Time**" means the time on the Closing Date at which Closing occurs, as evidenced by the Proposal Trustee's Certificate.

(q) "**Contracts**" means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written or implied through course of conduct) related to the Business to which the Company is a party or by which any of the Company is bound or in which they have or will at Closing have, any rights or obligations, or by which any of their property or assets are or may be affected, including any Contracts in respect of Employees.

(r) "**Court**" has the meaning set out in the preamble hereto.

(s) "**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 Company's monetary defaults in relation to the Assumed Contracts, other than those arising by reason only of the Company'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.

(t) “**Effective Date**” has the meaning set out in the preamble hereto.

(u) “**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.

(v) “**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, whether pursuant to the *Employment Standards Act, 2000* (Ontario), the *Pay Equity Act* (Ontario), and the *Workplace Safety and Insurance Act, 1997* (Ontario).

(w) “**Encumbrances**” means any and all security interests (whether contractual, statutory, or otherwise), mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, 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.

(x) “**Equipment**” means all equipment, machinery, furnishings, furniture, vehicles, parts, dies, molds, tooling, tools, computer hardware, supplies, accessories and other intangible personal and moveable property owned or used or held by the Company, whether located on its premises or elsewhere, including at customer locations.

(y) “**Excluded Assets**” has the meaning set out in Section 2.4 and Schedule “B” attached hereto**.**

(z) “**Excluded Contracts**” means those Contracts and other agreements of the Company that are not Assumed Contracts.

(aa) “**Excluded Liabilities**” has the meaning set out in Section 2.5.

(bb) “**Express Consents**” means, to the extent transferrable under applicable Privacy Law, all express consents obtained by or on behalf of the Company under any Privacy Law from any Person to: (i) send or cause to be sent an electronic message to such Person; or (ii) disclose any Personal Information of such Person.

(cc) “**Goodwill**” means the goodwill of the Business and relating to the Purchased Assets, and information and documents relevant thereto, including lists of customers and suppliers, credit information, telephone and facsimile numbers, e-mail addresses, research materials, research and development files and the exclusive right of the Purchaser to represent itself as carrying on the Business.

(dd) “**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.

(ee) "**HST**" means all of the harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

(ff) "**Intellectual Property**" means all intellectual property and related rights, wheresoever in existence, whether registrable or not, owned by the Company including any rights in, to or subsisting in all trademarks, trade names, trade dress, certification marks, service marks and other source indicators and the goodwill of any business symbolized thereby, websites, uniform resource locators, domain names, social media handles and accounts and any related login and account information, patens, copyrights and all works of authorship, computer systems, software code, applications, systems, databases, data, website content, passwords, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property.

(gg) "**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Date.

(hh) "**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.

(ii) "**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.

(jj) "**Non-Competes**" means all rights under each Contract to which a Company is a party pursuant to which only the ability of any other Person (and for greater certainty, not another Company) to compete with the Business is restricted, irrespective of whether or not such Contract is an Assumed Contract;

(kk) "**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).

(ll) "**Outside Date**" means July 30, 2026.

(mm) "**Parties**" means the Company and the Purchaser collectively, and "**Party**" means any one of them.

(nn) "**Permits and Licenses**" means any and all licenses, permits, approvals, authorizations, certificates, directives, orders, variances, registrations, rights, privileges, concessions, granted, conferred or otherwise created by any Governmental Authority and held by or on behalf of the Company or other evidence of authority related to the Business issued to, granted to, conferred upon, or otherwise created for, the Company which relate to the ownership, maintenance, or operation of the Business or the Purchased Assets to the extent transferable to the Purchaser.

(oo) "**Permitted Encumbrances**" means the Encumbrances listed in Schedule "E";

(pp) "**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.

(qq) "**Personal Information**" means information about an identifiable individual as defined in Privacy Law.

(rr) "**Prepaid Expenses**" means all prepaid expenses and deposits, including with any supplier, public utility, lessor or counterparty to an Assumed Contract;

(ss) "**Privacy Law**" means the *Personal Information Protection and Electronic Documents Act* (Canada) and any Applicable Law of any other province or territory of Canada.

(tt) "**Proposal Proceedings**" has the meaning set out in the preamble hereto.

(uu) "**Proposal Trustee**" has the meaning set out in the preamble hereto.

(vv) "**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 granted in the Proposal Proceedings.

(ww) "**Purchase Price**" has the meaning set out in Section 3.1.

(xx) "**Purchased Assets**" has the meaning set out in Section 2.1.

(yy) "**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, in each case attributable to the period prior to Closing, and without limiting the generality of the foregoing, includes all tax refunds and government subsidies.

(zz) "**Sale Approval Motion**" has the meaning set out in the Sale Process.

(aaa) "**Sale Process Order**" has the meaning set out in the preamble hereto.

(bbb) "**Sale Process**" has the meaning set out in the preamble hereto.

(ccc) "**Sales Agent**" has the meaning set out in the Sale Process.

(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) "**Technology**" means all hardware, software, telecommunications, network connections, peripherals and related communication technology, proprietary software, payment processing software, payment terminals and all other technology infrastructure and all transferrable rights of the Company under licenses and other agreements or instruments relating thereto, including all telecom addresses (including IP addresses) and all telephone and fax numbers used in connection with the Business.

(hhh) "**Transaction**" means the transaction of purchase and sale contemplated by this Agreement.

(iii) "**Transaction Personal Information**" means any Personal Information (i) in the possession, custody or control of the Company at the Closing Time, including Personal Information about suppliers, customers, directors, officers or shareholders that is disclosed to the Purchaser or any of its representatives prior to the Closing Time by the Company or their representatives, or (ii) collected by the Purchaser or any of its representatives prior to the Closing Time from the Company or its representatives, in either case in connection with the transactions contemplated by this Agreement.

**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” | - | Permitted Encumbrances |

## 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 granted in the Proposal Proceedings, the Company shall sell, assign, transfer, and convey to the Purchaser and the Purchaser shall purchase and assume from the Company, all of the Company’s right, title and interest in, to and under the tangible and intangible assets, properties and rights owned by the Company 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 other than the Permitted Encumbrances, to the extent and as provided for in the Approval and Vesting Order.

### 2.2 Accounts Receivable

If, at any time after Closing, the Purchaser or any of its Affiliates receives any payment, cheque, wire transfer or other amount that is for the account of the Company or the Proposal Trustee pursuant to this Agreement, including any payment in respect of the Receivables or any other Excluded Asset, the Purchaser shall promptly notify the Proposal Trustee and remit, or cause to be remitted, such payment to the Proposal Trustee, or as the Proposal Trustee may direct in writing, by wire transfer of immediately available funds.

### 2.3 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 Company 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.

### 2.4 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 Motion, 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.

### 2.5 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 (unless otherwise imposed by law) and/or the termination or severance of such engagement or employment before the Closing Date; and

(c) all Encumbrances, other than Permitted Encumbrances (collectively, the “**Excluded Liabilities**”).

### 2.6 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, the 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; and (ii) 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

Subject to the terms of this Agreement, the purchase price payable by the Purchaser for the Purchased Assets shall be $[redacted] (the "**Purchase Price**") plus applicable taxes and 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, if any, 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) a deposit in the amount of $[redacted] (the "**Deposit**") which shall accompany the Purchaser's bid pursuant to the Sale Process and be paid by the Purchaser to the Proposal Trustee and shall be applied against the Purchase Price on Closing, and

(ii) the balance of the Purchase Price, after crediting the Deposit in Section 3.3(b)(i), on Closing to the Proposal Trustee by way of certified cheque, wire transfer or bank draft.

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 an HST-free basis under Part IX of the *Excise Tax Act* (Canada) and the Purchaser shall file such election with its HST 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) If applicable, at the Closing, the Company and the Purchaser shall execute jointly an election under subsection 20(24) of the *Income Tax Act* (Canada) in respect of the assumption by the Purchaser of any future obligations of the Company to deliver goods or provide services after the Closing and shall file such election with their respective tax returns for their respective taxation years that include the Closing Date.

(e) 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.

(f) The Purchaser shall, at all times, indemnify and hold harmless 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 Proposal Trustee 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
## REPRESENTATIONS AND WARRANTIES

### 4.1 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), are in good standing under such acts and, subject to the granting of the Sale Process Order and the provisions of the BIA, have the power and authority to enter into, deliver and perform their 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 Company enforceable in accordance with the terms hereof or thereof.

(c) No Authorizations and Consents. Subject to the issuance of the Approval and Vesting Order, execution, delivery and performance of this Agreement by the Company 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.

### 4.2 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 Company 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 laws of the jurisdiction of its incorporation and is in good standing under such laws 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.

(i) Commissions. Neither the Company nor the Proposal Trustee will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Purchaser.

**4.3 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), 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 Company and their 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) THE COMPANY NOR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE COMPANY 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 5
## COVENANTS

### 5.1 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.

### 5.2 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.

### 5.3 Transition Services Agreement

The Company and the Purchaser (with the assistance of the Proposal Trustee), or, in the alternative, the Purchaser and the Proposal Trustee, shall make best efforts to agree to a form of transition services agreement (the "**Transition Services Agreement**") on terms and conditions acceptable to the Parties, acting reasonably, as soon as practical following the execution of this Agreement and in any event, prior to the Closing Date and to execute the Transition Services

Agreement at the Closing Time. The Parties acknowledge and agree that the Transition Services Agreement will include services to be provided following Closing in respect of such matters as agreed to between the Parties, acting reasonably and in good faith, with the cost in respect of such services to be borne by the Purchaser as set out in the Transition Services Agreement. In addition, the Parties acknowledge and agree that the Transition Services Agreement shall address matters related to the Company's Employees, including the extension of offers of employment by the Purchaser, notice to the Company and the Proposal Trustee regarding the acceptance of same and the assumption and responsibility for the Employee Liabilities following the Closing Date in respect of those Employees who accept offers of employment from the Purchaser. The Transition Services Agreement shall have a term not to exceed 60 calendar days following the Closing Date, unless extended by mutual written agreement. For greater certainty, neither the Company nor the Purchaser shall be permitted to terminate this Agreement as a result of the failure to agree to the Transition Services Agreement.

### 5.4 Motion for Approval and Vesting Order

As soon as practicable after the selection of this Agreement as the Successful Bid in the Sale Process and the Proposal Trustee shall serve and file with the Court motions 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.

### 5.5 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 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).

### 5.6 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, wheresoever situation, 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 co-operate 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.

### 5.7 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.

### 5.8 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) 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.

(c) Each Party shall comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its representatives to observe the terms of this Section 5.8 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law. The Purchaser shall collect Transaction Personal Information prior to Closing only for purposes related to the transactions contemplated by this Agreement. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable

Law, use or disclose Transaction Personal Information (i) for purposes other than those for which such Transaction Personal Information was collected by the Company prior to the Closing and (ii) for a purpose which does not relate directly to the carrying on of the Business or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

## ARTICLE 6
## CLOSING

### 6.1 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.

### 6.2 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) all consents to the assignment of the Assumed Contracts and Permits and Licenses, to the extent obtained by the Company prior to Closing;

(g) 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

(h) 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.

### 6.3 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 certified resolution of the Purchaser authorizing the Agreement and the purchase of the Purchased Assets;

(d) if applicable, the elections referred to in Section 3.4;

(e) an assignment and assumption agreement between the Purchaser and any permitted assignee of this Agreement, if this Agreement is assigned by the Purchaser prior to Closing; and

(f) 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.

### 6.4 Proposal Trustee's Certificate

When the conditions to Closing set out in Sections 7.1, 7.2 and 7.3 have been satisfied and/or waived by the Company or the Purchaser, as applicable, 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. Upon receipt of aforementioned notice 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 written notice provided to it by the Company and the Purchaser 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 7
## CONDITIONS TO CLOSING

### 7.1 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) <u>Successful Bid.</u> This Agreement shall have been designated as a Successful Bid in accordance with the terms of the Sale Process.

(b) <u>Approval and Vesting Order.</u> The Court shall have issued and entered the Approval and Vesting Order in the Proposal Proceedings 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 7.1 is not satisfied, performed or mutually waived on or prior to the Closing Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

### 7.2 Conditions Precedent in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction is subject to the following 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 6.2.

(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 4.1 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) Consents or Assignment Order. The Company shall have obtained the consents or an Assignment Order, if applicable, in respect of the Assumed Contracts identified in Schedule "C" and the Permits and Licenses.

(e) No Bankruptcy. The Company shall not have made, or be deemed to have made, an assignment in bankruptcy under the BIA.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.6 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 6.6 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.

### 7.3 Conditions Precedent in Favour of the Company

The obligations of the Company to complete the Transaction is subject to the following 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 6.3.

(b) No Breach of Representation and Warranties. Each of the representations and warranties contained in Section 4.2 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 7.3 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 7.3 is not satisfied or performed on or prior to the Closing Date, the Company may elect on written notice to the Purchaser to terminate this Agreement.

## ARTICLE 8
## TERMINATION

### 8.1 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 7 are not satisfied or waived on or before the Closing 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 7.1 or 7.2, by the Closing 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 7.1 or 7.3, by the Closing 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 Company to the Purchaser.

### 8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, 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 Sections: 8.2 (*Effect of Termination), 9.2 (Notice), 9.3* (*Public Announcements*), 9.4 (*Time*), 9.5 (*Survival*), 9.6 (*Expenses*), 9.7 (*Benefit of Agreement*), 9.8 (*Entire Agreement)*, 9.9 (*Governing Law)* and 8.4 (*Proposal Trustee's Liability).*

### 8.3 Treatment of Deposit

(a) In the event that this Agreement is terminated by the Company pursuant to Section 8.1(e) and the reason that Closing did not occur by the Closing Date was the result of a breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement, the Deposit shall be forfeited by the Purchaser and retained by the Proposal Trustee, for and on behalf of the Company, as a genuine estimate of liquidated damages, and not as a penalty.

(b) In the event that this Agreement is terminated pursuant to any Section of this Agreement other than Section 7.1(e) and the reason that Closing did not occur by the Closing Date was the result of a breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement, the Deposit shall be promptly returned to the Purchaser by the Proposal Trustee. The return of the Deposit shall be the Purchaser's sole and exclusive remedy for any termination of this Agreement.

### 8.4 Proposal Trustee's Liability

In addition to all of the protections granted to the Proposal Trustee under the BIA, the Sale Process, the Sale Process Order and any other order of the Court in the Proposal Proceedings, the Company and Purchaser acknowledge and agree that the Proposal Trustee, acting in its capacity as Proposal Trustee and not in its personal capacity, will have no liability, in in its personal capacity or otherwise, in connection with this Agreement or the Transaction whatsoever except for instances of wilful misconduct or gross negligence. This Section 8.4 shall survive Closing.

## ARTICLE 9
## GENERAL

### 9.1 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. 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 Proposal Trustee and the Company, its successors, any trustee in bankruptcy or any receiver of the Company, 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.

**9.2 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:

*Go Lime Group Inc.*
2225 Sheppard Ave. E., Suite 800
North York, ON M2J 5C2

Attention: Alex Kaplunov / Rahul Raina
Email: alex.k@golime.com / rahul.r@golime.com

With a copy to:

*Capstone Legal*
10 - 3250 Ridgeway Drive
Mississauga, ON L5L 5Y6

Attention : Danny Nunes
Email: dn@capstonelegal.ca

(b) in the case of the Company and the Proposal Trustee:

*BDO Canada Limited*
20 Wellington Street East, Suite 500
Toronto, Ontario M5E 1C5

Attention: Josie Parisi / Nicole Sagolili
Email: jparisi@bdo.ca / nsagolili@bdo.ca

with a copy to:

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

Attention: Dylan Chochla / Jennifer Caruso
Email: dchochla@fasken.com / jcaruso@fasken.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Toronto 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. (Toronto 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.

### 9.3 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 Company under Applicable Laws, the Purchaser, 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.

### 9.4 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.

### 9.5 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and not survive the Closing, provided that the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

### 9.6 Expenses

Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

### 9.7 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.

## 9.8 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.

## 9.9 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario 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 Ontario therefrom.

## 9.10 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, the Proposal Trustee, provided that: (i) such assignee is a related party, Affiliate or subsidiary of the Purchaser, including 1001658903 Ontario Inc.; (ii) the Purchaser provides prior notice of such assignment to the Company, 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.

## 9.11 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.

## 9.12 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.

## 9.13 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 page to follow]*

**COMFORT ZONE HEATING & AIR CONDITIONING INC.**

Per: DocuSigned by: Josie Parisi F9723072D48F4E0... c/s

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

Name: Josie Parisi
Title: Partner and Senior Vice President
I have authority to bind the corporation.

`

**GO LIME GROUP INC.**

Per: ______________________________ c/s

Name: Alex Kaplunov
Title: Chief Operating Officer
I have authority to bind the corporation.

**COMFORT ZONE HEATING & AIR CONDITIONING INC.**

Per: ________________________________ c/s

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

Name: Josie Parisi
Title: Partner and Senior Vice President
I have authority to bind the corporation.

`

**GO LIME GROUP INC.**

Per: Alex Kaplunov c/s

Name: Alex Kaplunov
Title: Chief Operating Officer
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) Express Consents;

(f) Goodwill;

(g) Intellectual Property;

(h) Inventory and Supplies;

(i) Non-Competes;

(j) Permits and Licenses;

(k) Prepaid Expenses;

(l) Technology;

(m) all customer lists and supplier lists;

(n) 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

(o) to the extent that it is necessary to specifically identify them for any purpose whatsoever, any and 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;

(b) the Purchase Price;

(c) Receivables;

(d) Excluded Contracts;

(e) any vehicles determined by the Purchaser to have negative equity;

(f) all minute books, share ledgers, corporate seals, capital stock, equity interests and stock certificates of the Company;

(g) 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;

(h) 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;

(i) 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;

(j) Tax assets and Tax attributes of the Company and any of its Affiliates; and

(k) any other assets that the Purchaser elects to exclude in writing prior to Closing pursuant to Section 2.4.

**Schedule "C"**
**Assumed Contracts**

a) Lease agreement between Mercedes-Benz Durham (o/b Star One Motors Inc.) and 2107581 Ontario Limited dated November 13, 2021 (2021 Mercedes Sprinter 2500 Cargo 170, VIN W1Y4DDHY3MP376739);

b) Lease agreement between Royal Bank of Canada and 2107581 Ontario Limited dated December 23, 2021 (2021 Ford Transit Cargo Van, VIN 1FTBR2C88MKA87278);

c) Lease agreement between Mercedes-Benz Peterborough (o/b MB Peterborough Inc.) and 2107581 Ontario Limited dated May 14, 2022 (2021 Mercedes-Benz Springer V6 2500 Cargo 170, VIN W1Y4ECHYXMP429010)

d) Lease agreement between Belleville Mitsubishi and Comfort Zone Heating and Air Conditioning dated May 19, 2022 (2022 Mitsubishi RVR ES, VIN JA4AJUAU7NU604469)

e) Lease agreement between Royal Bank of Canada and 2107581 Ontario Limited dated June 9, 2022 (2022 Mercedes-Benz Sprinter Van, VIN W1Y4EBHY8NP443970)

f) Lease agreement between 701 Brook Ltd. and the Company dated August 1, 2024 for the premises located at 701 Brook Rd. N. Unit 2, Cobourg, ON, K9A 4J8; and

g) Any other contracts the Purchaser elects to assume in writing prior to Closing pursuant to Section 2.6.

**Schedule "D"**
**Assumed Liabilities**

(a) all Liabilities from and after the Closing Date associated with the Assumed Contracts but only to the extent that such Liabilities thereunder are incurred after the Closing Time and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Company on or before the Closing Time;

(b) any Cure Costs in connection with an Assumed Contract to the extent that an Assignment Order or consent in respect of the Assumed Contract, as applicable, is obtained in respect of such Assumed Contract but, for greater certainty, excluding any amount on account of Liabilities incurred as ordinary course obligations by the Company after the commencement of the Proposal Proceedings in connection with such Assumed Contract; and

(c) all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing.

**Schedule "E"**
**Permitted Encumbrances**

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

# Appendix S

# ASSET PURCHASE AGREEMENT

This Agreement is made and entered into this 13th day of July, 2026 (the "**Effective Date**")

**BETWEEN:**

**B.R.'s Plumbing & Heating Inc.**, a corporation incorporated pursuant to the laws of the Province of Ontario, as vendor (the "**Company**")

– and –

**1001570240 ONTARIO INC.,** 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 April 10, 2026 (the "**Proposal Proceedings**"). BDO Canada Limited was appointed as proposal trustee of the Company (in such capacity, the "**Proposal Trustee**").

B. In connection with the Proposal Proceedings, on May 14, 2026, the Proposal Trustee commenced a sale process (the "**Sale Process**"), to be conducted with the assistance of the Sales Agent (as defined therein).

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) "**Accounts Receivable Payment**" means an amount equal to seventy percent (70%) of the aggregate value of the Receivables that are aged less than ninety (90) days as of the Closing Date, as determined by the books and records of the Company and agreed to by the Parties prior to Closing.

(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 issued in the Proposal Proceedings approving 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 Encumbrances (other than Permitted Encumbrances), in form and content acceptable to the Parties, each acting reasonably, and the Proposal Trustee.

(f) “**Article**” or “**Section**” or “**Schedule**” means the specified Article, Section of 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 Motion 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 Company, 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) “**BIA**” has the meaning set out in the preamble hereto.

(k) "**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.

(l) "**Business**" means the business carried on by the Company.

(m) "**Business Day**" means a day on which banks are open for business in Toronto, Ontario, but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

(n) "**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.

(o) "**Closing**" means the closing and consummation of the Transaction in accordance with the terms hereof.

(p) "**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.

(q) "**Closing Time**" means the time on the Closing Date at which Closing occurs, as evidenced by the Proposal Trustee's Certificate.

(r) "**Conditions Certificate**" has the meaning set out in Section 6.4.

(s) "**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.

(t) "**Court**" has the meaning set out in the preamble hereto.

(u) "**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 Company's monetary defaults in relation to the Assumed Contracts, other than those arising by reason only of the Company'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.

(v) "**Effective Date**" has the meaning set out in the preamble hereto.

(w) "**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.

(x) "**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 Act, 2000* (Ontario), the *Pay Equity Act* (Ontario) or the *Workplace Safety and Insurance Act, 1997* (Ontario).

(y) "**Encumbrances**" means any and all security interests (whether contractual, statutory, or otherwise), mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, 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.

(z) "**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.

(aa) "**Excluded Assets**" has the meaning set out in Section 2.3 and **Schedule "B"** attached hereto**.**

(bb) "**Excluded Contracts**" means those Contracts and other agreements of the Company that are not Assumed Contracts.

(cc) "**Excluded Liabilities**" has the meaning set out in Section 2.4.

(dd) "**Filing Date**" means April 10, 2026.

(ee) "**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.

(ff) "**HST**" means all of the harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

(gg) "**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Date.

(hh) "**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.

(ii) "**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.

(jj) "**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).

(kk) "**Outside Date**" means August 10, 2026.

(ll) "**Parties**" means the Company and the Purchaser collectively, and "**Party**" means any one of them.

(mm) "**Permits and Licenses**" means any and all licenses, permits, approvals, authorizations, certificates, directives, orders, variances, registrations, rights, privileges, concessions, granted, conferred or otherwise created by any Governmental Authority and held by or on behalf of the Company or other evidence of authority related to the Business issued to, granted to, conferred upon, or otherwise created for, the Company which relate to the ownership, maintenance, or operation of the Business or the Purchased Assets.

(nn) "**Permitted Encumbrances**" means, collectively: (a) Encumbrances related to Taxes and utilities arising by operation of law (statutory or otherwise) required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date; and (b) any Encumbrances permitted by the Approval and Vesting Order, including the Encumbrances listed in Schedule "E".

(oo) "**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.

(pp) "**Personal Information**" means information about an identifiable individual as defined in Privacy Law.

(qq) "**Privacy Law**" means the *Personal Information Protection and Electronic Documents Act* (Canada) and any Applicable Law of any other province or territory of Canada.

(rr) "**Proposal Proceedings**" has the meaning set out in the preamble hereto.

(ss) "**Proposal Trustee**" has the meaning set out in the preamble hereto.

(tt) "**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.

(uu) "**Purchase Price**" has the meaning set out in Section 3.1.

(vv) "**Purchased Assets**" has the meaning set out in Section 2.1.

(ww) "**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.

(xx) "**Sale Approval Motion**" has the meaning set out in the Sale Process.

(yy) "**Sale Process**" has the meaning set out in the preamble hereto.

(zz) "**Sales Agent**" has the meaning set out in the Sale Process.

(aaa) "**Successful Bid**" has the meaning set out in the Sale Process.

(bbb) "**Successful Bidder**" has the meaning set out in the Sale Process.

(ccc) "**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.

(ddd) "**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 5.7.

(eee) "**Transaction**" means the transaction of purchase and sale contemplated by this Agreement.

(fff) "**Transaction Personal Information**" means any Personal Information (i) in the possession, custody or control of the Company at the Closing Time, including Personal Information about suppliers, customers, directors, officers or shareholders that is disclosed to the Purchaser or any of its representatives prior to the Closing Time by the Company or its representatives, or (ii) collected by the Purchaser or any of its representatives prior to the Closing Time from the Company or its representatives, in either case in connection with the transactions contemplated by this Agreement.

(ggg) "**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 | - | Permitted Encumbrances |

## 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 Company, all of the Company's right, title and interest in, to and under the tangible and intangible assets, properties and rights owned by the Company 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 other than Permitted Encumbrances, to the extent and as provided for in 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 Company 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 Motion, 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 (unless otherwise imposed by law) and/or the termination or severance of such engagement or employment before the Closing Date;

(c) all Liabilities relating to Transferred Employees which arise prior to the Closing Date; and

(d) all Encumbrances other than Permitted 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: (a) $[redacted]; plus (b) the Accounts Receivable Payment (collectively, the "**Purchase Price**"). The Purchaser shall pay, in addition to the Purchase Price, all applicable Taxes and 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 agreed 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) a deposit in the amount of **$**[redacted] (the "**Deposit**") which shall accompany the Purchaser's bid pursuant to the Sale Process and be paid by the Purchaser to the Proposal Trustee and shall be applied against the Purchase Price on Closing;

(ii) payment of the Accounts Receivable Payment to the Proposal Trustee on Closing by way of certified cheque, wire transfer or bank draft; and

(iii) the balance of the Purchase Price, after crediting the Deposit in Section 3.3(b)(i), on Closing to the Proposal Trustee by way of certified cheque, wire transfer or bank draft.

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 an HST-free basis under Part IX of the *Excise Tax Act* (Canada) and the Purchaser shall file such election with its HST 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) If applicable, at the Closing, the Company and the Purchaser shall execute jointly an election under subsection 20(24) of the *Income Tax Act* (Canada) in respect of the assumption by the Purchaser of any future obligations of the Company to deliver goods or provide services after the Closing and shall file such election with their respective tax returns for their respective taxation years that include the Closing Date.

(e) 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.

(f) 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
## REPRESENTATIONS AND WARRANTIES

### 4.1 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 Company enforceable in accordance with the terms hereof or thereof.

(c) No Authorizations and Consents. Subject to the issuance of the Sale Process Order and the Approval and Vesting Order, execution, delivery and performance of this Agreement by the Company 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.

### 4.2 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 laws of the jurisdiction of its incorporation and is in good standing under such laws 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.

(i) Commissions. Neither the Company nor Proposal Trustee will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Purchaser.

### 4.3 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), 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 Company 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 COMPANY 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 5
## COVENANTS

### 5.1 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.

### 5.2 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.

### 5.3 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 Proposal Trustee 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.

### 5.4 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 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).

### 5.5 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 (where situated), or request for reasonable access to be given (to the extent that such Purchased Assets are located on the premise of third parties), and personnel of the Company reasonably required by the Purchaser in order to allow for and assist the Purchaser with the inspection of, and integration and transition of, the Purchased Assets into the Purchaser’s overall operations and business and in order to allow for an orderly passing of the Purchased Assets to the Purchaser following Closing in accordance herewith. Notwithstanding the foregoing, the Purchaser acknowledges that the Company will be continuing to operate the Purchased Assets during the Interim Period and, accordingly, that the Purchaser's access to the Purchased Assets and personnel before Closing will be (i) permitted only on reasonable notice to the Company, including no less than 24 hours advance notice of any on-site inspection or investigation, (ii) on the condition that such access does not interfere with or interrupt the operation of the Purchased Assets, and (iii) in accordance with Applicable Law.

**5.6 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.

**5.7 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 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.

**5.8 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.

(c) Each Party shall comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its representatives to observe the terms of this Section 5.8 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law. The Purchaser shall collect Transaction Personal Information prior to Closing only for purposes related to the transactions contemplated by this Agreement. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information (i) for purposes other than those for which such Transaction Personal Information was collected by the Company prior to the Closing and (ii) for a purpose which does not relate directly to the carrying on of the Business or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

## ARTICLE 6
## CLOSING

### 6.1 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.

### 6.2 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) all consents to the assignment of the Assumed Contracts and Permits and Licenses, to the extent obtained by the Company prior to Closing;

(g) 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;

(h) a statement of Receivables aged less than ninety (90) days as at the Closing Date; and

(i) 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.

### 6.3 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 certified resolution of the Purchaser authorizing the Agreement and the purchase of the Purchased Assets;

(d) a certificate of status of the Purchaser;

(e) if applicable, the elections referred to in Section 3.4; and

(f) 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.

### 6.4 Proposal Trustee's Certificate

When the conditions to Closing set out in Sections 7.1, 7.2 and 7.3 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 7
## CONDITIONS TO CLOSING

### 7.1 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 7.1 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.

### 7.2 Conditions Precedent in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction is subject to the following 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 6.2.

(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 4.1 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.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 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 7.2 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.

### 7.3 Conditions Precedent in Favour of the Company

The obligations of the Company to complete the Transaction is subject to the following 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 6.3.

(b) No Breach of Representation and Warranties. Each of the representations and warranties contained in Section 4.2 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 7.3 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 7.3 is not satisfied or performed on or prior to the Outside Date, the Company may elect on written notice to the Purchaser to terminate this Agreement.

## ARTICLE 8
## TERMINATION

### 8.1 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 7 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 7.1 or 7.2, 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 7.1 or 7.3, 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 Company to the Purchaser.

### 8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, 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 Sections: 8.2 (*Effect of Termination),* 9.2 *(Notice),* 9.3 (*Public Announcement*), 9.4 (*Time*), 9.5 (*Survival*), 9.6 (*Expenses*), 9.7 (*Benefit of Agreement*), 9.8 (*Entire Agreement)*, 9.9 (*Governing Law)* and 8.4 (*Proposal Trustee's Liability).*

### 8.3 Treatment of Deposit

(a) In the event that this Agreement is terminated by the Company pursuant to (i) Section 8.1(c) or (ii) Section 8.1(e) and the reason that Closing did not occur by the Outside Date was the result of a breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement, the Deposit shall be forfeited by the Purchaser and retained by the Proposal Trustee, for and on behalf of the Company, as a genuine estimate of liquidated damages, and not as a penalty.

(b) In the event that this Agreement is terminated pursuant to any Section of this Agreement other than (i) Section 8.1(c) or (ii) Section 8.1(e) and the reason that Closing did not occur by the Outside Date was the result of a breach by the Company of any agreement, covenant, representation or warranty of the Purchaser in this Agreement, the Deposit shall be promptly returned to the Purchaser by the Proposal Trustee. The return of the Deposit shall be the Purchaser's sole and exclusive remedy for any termination of this Agreement.

### 8.4 Proposal Trustee's Liability

In addition to all of the protections granted to the Proposal Trustee under the BIA, the Sale Process, the Sale Process Order and any other order of the Court in the Proposal Proceedings, the Company and Purchaser acknowledge and agree that the Proposal Trustee, acting in its capacity as Proposal Trustee of the Company and not in its personal capacity, will have no liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction whatsoever except for instances of wilful misconduct or gross negligence. This Section 8.4 shall survive Closing.

## ARTICLE 9
## GENERAL

### 9.1 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. 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 Proposal Trustee and the Company, its successors, any trustee in bankruptcy or any receiver of the Company, 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.

### 9.2 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:

**1001570240 ONTARIO INC.**

Attention: Brian Velthove

Email: brian@brsplumbingandheating.ca

with a copy to:

*Harrison Pensa LLP*

130 Dufferin Ave, Suite 1101

London, ON N6A 5R2

Attention: Melinda Vine

Email: mvine@harrisonpensa.com

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

B.R.'s Plumbing & Heating Inc

Attention: Brian Velthove

Email: brian@brsplumbingandheating.ca

with a copy to:

*Harrison Pensa LLP*
130 Dufferin Ave, Suite 1101
London, ON N6A 5R2

Attention: Melinda Vine
Email: mvine@harrisonpensa.com

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

*BDO Canada Limited*
20 Wellington Street East, Suite 500
Toronto, Ontario M5E 1C5

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 Chochla / Jennifer Caruso
Email: dchochla@fasken.com /jcaruso@fasken.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Toronto 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. (Toronto 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.

### 9.3 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 Company under Applicable Laws, the Purchaser, 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.

### 9.4 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.

### 9.5 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and not survive the Closing, provided that the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

### 9.6 Expenses

Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

### 9.7 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.

### 9.8 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.

### 9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario 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 Ontario therefrom.

### 9.10 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.

### 9.11 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.

### 9.12 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.

### 9.13 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]***

**B.R.'S PLUMBING & HEATING INC.**

DocuSigned by:

Josie Parisi

Per: F9723072D48F4E0... c/s

Name: BDO Canada Limited in its capacity as Proposal Trustee of B.R.'S PLUMBING & HEATING INC., and not in its personal or corporate capacity

Name: Josie Parisi

Title: Partner and Senior Vice President

I have authority to bind the corporation

**1001570240 ONTARIO INC.**

Per:____________________________________ c/s

Name:

Title:

**B.R.'S PLUMBING & HEATING INC.**

Per:________________________________c/s

Name: BDO Canada Limited in its capacity as Proposal Trustee of B.R.'S PLUMBING & HEATING INC., and not in its personal or corporate capacity

Name: Josie Parisi

Title: Partner and Senior Vice President

I have authority to bind the corporation

**1001570240 ONTARIO INC.**

Per:________________________________c/s

Name: BART RIETVELD

Title: PRESIDENT

## Schedule "A"
## Purchased Assets

(a) Assumed Contracts;

(b) Books and Records;

(c) Claims of the Company;

(d) Equipment and tools;

(e) Inventory and Supplies;

(f) Vehicles;

(g) Office furniture;

(h) Receivables;

(i) Company name, phone number, and website domain;

(j) all customer lists and supplier lists;

(k) 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

(l) 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;

(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;

(h) Tax assets (including but not limited to any pre-paid Taxes) and Tax attributes of the Company and any of its Affiliates; and

(i) any other assets that the Purchaser elects to exclude in writing prior to Closing pursuant to Section 2.3.

## Schedule “C”
## Assumed Contracts

Lease Agreement dated September 30, 2023 in relation to a 2023 Mercedes-Benz Sprinter 2500 Cargo 144 Low Roof – VIN: W1Y4KBHY4PP600695

**Schedule "D"**
**Assumed Liabilities**

(a) all Liabilities from and after the Closing Date associated with the Assumed Contracts;

(b) all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing; and

(c) all Liabilities of Purchaser or its Affiliates relating to Employee benefits, compensation or other arrangements with respect to any Transferred Employees arising on or after the Closing.

**Schedule "E"**
**Permitted Encumbrances**

| DEBTOR NAME(s) | SECURED PARTY NAME(s) | FILE NUMBER / REGISTRATION NUMBER | COLLATERAL CLASSIFICATION/ DESCRIPTION | EXPIRY DATE |
|---|---|---|---|---|
| B.R.'S PLUMBING & HEATING INC. | MERCEDES-BENZ FINANCIAL | 798179994<br>20231018 0958 1532 4175 | EQUIPMENT / ACCOUNTS / MOTOR VEHICLE INCLUDED<br>2023 MERCEDES-BENZ 2C144S VIN W1Y4KBHY4PP600695 | OCTOBER 18, 2023 |

# Appendix T

Court File No. BK-26-03354893-31

District of Ontario
Division No. 09-Toronto
Estate No. 31-3356927
Estate No. 35-3358238
Estate No. 31-3354829
Estate No. 35-3357213

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL COURT)**

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

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

**AFFIDAVIT OF Josie Parisi**

I, Josie Parisi, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am a Partner of BDO Canada Limited, and as such have personal knowledge of the matters referred to herein.

2. Between March 31, 2026 and April 10, 2026, Harmony Heating and Air Conditioning Inc. ("**Harmony**"), Pro Ace Heating & Air Conditioning Ltd. ("**Pro Ace**"), MechCan Inc. ("**MechCan**"), J.D. Swallow Heating Contractors Inc. ("**J.D. Swallow**"), Comfort Zone Heating & Air Conditioning Inc. ("**Comfort Zone**"), B.R.'s Plumbing & Heating Inc. ("**BRs**"), and Hy-Mark Mechanical Inc. ("**Hy-Mark**"), each filed a Notice of Intention to Make a Proposal pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (collectively, the "**NOIs**"). BDO Canada Limited was named as the Licensed Insolvency Trustee (in such capacity, the "**Proposal Trustee**") in respect of the NOIs.

3. By Order of the Honourable Justice Dunphy, dated May 5, 2026 (the "**Order**"), the proposal proceedings in respect of MechCan, J.D. Swallow, Comfort Zone, and BRs (the "**Ontario MechCan**

**Companies**") were procedurally consolidated and the Proposal Trustee was authorized to administer the estates of the Ontario MechCan Companies on a consolidated basis.

4. Hy-Mark was deemed bankrupt on May 9, 2026 as a result of failing to file a proposal under the BIA. MechCan was also deemed bankrupt on June 16, 2025 as a result of failing to file a proposal under the BIA by the date of the extension of the stay of proceedings granted pursuant to the Order.

5. Pro Ace is based in in Burnaby, British Columbia. Pro Ace was deemed bankrupt on May 10, 2026, as a result of failing to file a proposal under the BIA.

6. Harmony is based in Calgary, Alberta, and is subject to ongoing proposal proceedings before the Court of King's Bench of Alberta.

7. In addition, Pope & Sons Refrigeration Ltd. ("**Pope**"), which is based in Parksville, British Columbia, made an assignment in bankruptcy on May 14, 2026. BDO was appointed as the trustee in bankruptcy of Pope.

8. The Ontario MechCan Companies, Harmony, Pro Ace, and Pope are part of the group of companies wholly and/or partially owned by MechCan (the "**MechCan Group**").

9. The Proposal Trustee has maintained detailed accounts of its services and disbursements incurred in the administration of each of the Ontario MechCan Companies, which, in the case of Hy-Mark and MechCan, include separate accounts for the services and disbursements incurred up to and including their deemed bankruptcies. Those services and disbursements are more particularly described in the detailed accounts attached hereto and marked as **Exhibit "A"**.

10. The Proposal Trustee has also maintained an account in respect of services offered, generally, in connection with the MechCan Group proceedings, including in respect of services rendered prior to obtaining individual estate numbers from the Office of the Superintendent of Bankruptcy. Those services and disbursements are more particularly described in the invoices attached hereto and marked as **Exhibit "B"** (the "**MechCan Group Invoice**").

11. The Proposal Trustee has allocated the MechCan Group Invoice across the entities in the MechCan Group based upon the proportionate time incurred for each estate, after estate numbers were obtained.

12. **The** time shown in the detailed accounts attached as **Exhibits "A"** and **"B"** is a fair and accurate description of the services provided and amounts charged by the Proposal Trustee, which reflect the Proposal Trustee's time as billed at the standard billing rates.

13. The Proposal Trustee requests that the Court approve its accounts for the period from March 23, 2026 to July 14, 2026, in the amount of $235,263.68 plus HST of $30,584.28 for a total of $265,847.96 for the services set out in **Exhibit "A"** and **Exhibit "B".**

14. The Proposal Trustee has been conducting the Sale Processes in respect of the MechCan Group with the assistance of BDO Canada Transaction Advisory Services Inc. (the "**Sales Agent**"). The Sales Agent has maintained a detailed account of its services and disbursements, which are more particularly described in the detailed account attached hereto as **Exhibit "C"**.

15. For the period from April 9, 2026 to July 16, 2026, the Sales Agent has incurred total fees and disbursements in the amount of $314,257.16 plus HST of $40,853.43 for the services set out in **Exhibit "C".**

16. This affidavit is sworn in support of the Proposal Trustee's motion for, among other things, approval of its fees and disbursements and for no other or improper purpose.

| | | |
|---|---|---|
| **SWORN** by Josie Parisi at the City of Toronto, in the Province of Ontario before me on July 16, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. | ) ) ) ) ) | |
| Signed by: Christina Piccinin 717D20F48831433... | | DocuSigned by: Josie Parisi F9723072D48F4E0... |
| Commissioner for Taking Affidavits, *etc* ***CHRISTINA PICCININ*** ***LSO#: 90534C*** | ) ) | **Josie Parisi, CPA, CA, CBV, CIRP, LIT** |

## SCHEDULE “A”
## Applicants

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

This is **Exhibit "A"** referred to in the affidavit of

**Josie Parisi**

Sworn before me this 16th day of July,  2026

Signed by:

Christina Piccinin

717D20F48831433...

A COMMISSIONER FOR TAKING AFFIDAVITS

***CHRISTINA PICCININ***

***LSO#:  90534C***

## Summary of Trustee's Accounts for the period

## March 23, 2026 to July 14, 2026

**Proposal Trustee's Fees and Disbursements**

| | Invoice Number | Hours Expended | Direct Fees & Disbursements | Allocation of MechCan Invoice* | HST | Total |
|---|---|---|---|---|---|---|
| J.D. Swallow Heating Contractors Inc. | CINV4008459 | 57.6 | 46,531.00 | 27,555.02 | 9,631.18 | 83,717.20 |
| Comfort Zone Heating & Air Conditioning Inc. | CINV4008449 | 54.8 | 40,882.50 | 22,178.52 | 8,197.93 | 71,258.95 |
| Hy-Mark Mechanical Inc | CINV4008453 | 15.8 | 9,390.00 | 6,682.38 | 2,089.41 | 18,161.79 |
| B.R.'s Plumbing & Heating Inc. | CINV4008457 | 52.3 | 32,192.50 | 22,909.74 | 7,163.29 | 62,265.53 |
| Mechcan Inc. | CINV4008461 | 26.6 | 15,891.90 | 11,050.12 | 3,502.46 | 30,444.48 |
| Mechcan Group (see allocation below) | CINV4008463 | 198.9 | | | - | - |
| Total | | 406.0 | 144,887.90 | 90,375.78 | 30,584.28 | 265,847.96 |

**Allocation of MechCan Group Invoice**

| | % | Hours | Fees (excl. HST) |
|---|---|---|---|
| J.D. Swallow Heating Contractors Inc. | 24% | 47.1 | 27,555.02 |
| Comfort Zone Heating & Air Conditioning Inc. | 19% | 37.9 | 22,178.52 |
| Hy-Mark Mechanical Inc | 6% | 11.4 | 6,682.38 |
| B.R.'s Plumbing & Heating Inc. | 20% | 39.2 | 22,909.74 |
| Mechcan Inc | 9% | 18.9 | 11,050.12 |
| Total Ontario MechCan Entities | 78% | 154.5 | 90,375.78 |
| Harmony Heating, Pro Ace, Pope & Sons | 22% | 44.4 | 25,639.22 |
| Total | 100% | 198.9 | 116,015.00 |

* The time included in the consolidated MechCan invoice relates to time incurred prior to obtaining individual estate numbers from the OSB. The consolidated MechCan Group invoice has been allocated based upon the proportionate time incurred by the Proposal Trustee for each of the individual estates once the estate numbers were obtained.

This is **Exhibit "B"** referred to in the affidavit of

**Josie Parisi**

Sworn before me this 16th day of July, 2026

Signed by:

Christina Piccinin

717D20F48831433...

A COMMISSIONER FOR TAKING AFFIDAVITS

***CHRISTINA PICCININ***
***LSO#: 90534C***

Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada Limited
20 Wellington Street E., Suite 500
Toronto ON M5E 1C5 Canada

**INVOICE**

*Strictly Private & Confidential*

Comfort Zone Heating & Air Conditioning Inc.
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

***Date***
July 15, 2026

***Invoice No.***
CINV4008449

***Re:*** **Comfort Zone Heating & Air Conditioning Inc.** ***– Proposal***

***FOR PROFESSIONAL SERVICES RENDERED*** for the period April 8, 2026 to July 14, 2026

| | |
|---|---|
| **For Professional Services** | $ 32,670.00 |
| **Disbursements: Newspaper ad** | 8,212.50 |
| **Sub Total** | 40,882.50 |
| **HST - 13.0% (#R101518124)** | 5,314.73 |
| **Total Due** | **$ 46,197.23** |

| ***Summary of Time Charges:*** | **Hours** | **Rate** | **Amount** |
|---|---|---|---|
| J. Parisi, Partner | 23.4 | 725.00 | 16,965.00 |
| M. Marchand, Partner | 0.8 | 725.00 | 580.00 |
| N. Sagolili, Sr. Manager | 19.9 | 600.00 | 11,940.00 |
| P. Stamadianos, Sr. Analyst | 8.2 | 300.00 | 2,460.00 |
| J. Hue, Administrator | 0.5 | 250.00 | 125.00 |
| T. Montesano, Administrator | 2.0 | 300.00 | 600.00 |
| **TOTAL** | **54.8** | | **$ 32,670.00** |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 8-Apr-26 | Update proposal consent and send to J. Parisi for review and signature. E-mail to K. Dentremont re: updates required to 13-week cash flow. | 0.3 |
| N. Sagolili | 13-Apr-26 | Receipt and review of various e-mails. Respond to creditor inquiry. Review of 13-week cash flow, compared to fiscal 2025 financial results, and send follow-up questions to K. Dentremont. | 1.4 |
| N. Sagolili | 14-Apr-26 | E-mails to/from M. Barry re: creditor matter. Review of responses to inquiries on 13-week cash flow from K. Dentremont. | 0.3 |
| N. Sagolili | 15-Apr-26 | Discussion with J. Parisi re: status of 13-week cash flow. Update 13-week cash flow and e-mail to K. Dentremont for review. Prepare and finalize cash flow documents, and e-mail to K. Dentremont for review and signature. | 2.0 |
| N. Sagolili | 16-Apr-26 | Update cash flow documents. E-mails to/from K. Dentremont re: cash flow documents. Receipt of signed cash flow documents and coordinate filing with OSB. | 0.4 |
| T. Montesano | 16-Apr-26 | E-file Cash Flow Statement and reports with the OSB | 0.5 |
| N. Sagolili | 17-Apr-26 | E-mails re: filing of cash flow documents. | 0.1 |
| N. Sagolili | 20-Apr-26 | Discussion with J. Parisi re: various matters. Call with E. Parke re: various matters, monitoring, document requests, etc. Review and save various documents. Review of tax return and prior year external financial statements. | 0.3 |
| T. Montesano | 22-Apr-26 | Work on updating website, e-mail copy of NOI - Notice to Creditors to S. Cancilla at Lennox Industries | 0.2 |
| N. Sagolili | 22-Apr-26 | Preparation of cash flow monitoring template. E-mail to E. Parke re: cash flow monitoring template and process. Attend call re: sales process. Receipt and review of e-mails re: various matters. | 0.7 |
| N. Sagolili | 23-Apr-26 | E-mails re: sales process and other matters. | 0.2 |
| N. Sagolili | 27-Apr-26 | Review of completed cash flow monitoring template, make revisions, and e-mail re: same to E. Parke. | 0.5 |
| N. Sagolili | 28-Apr-26 | Receipt of updated cash flow monitoring template from E. Parke. | 0.1 |
| N. Sagolili | 29-Apr-26 | Correspond with M&A team. | 0.1 |
| N. Sagolili | 30-Apr-26 | Receipt and review of vehicle equity calculations. Attend call with National Bank and legal counsel. Numerous e-mails re: sales process, court matters, etc. | 0.2 |
| J. Parisi | 1-May-26 | Call with Kevin regarding his bid and acting as affiant for Comfort Zone materials. Review Stalking Horse agreement. Correspondence with B. Trainer regarding offer on Comfort Zone. Prepare court report. Call with B. Trainer regarding Stalking horse bids. | 2.1 |
| N. Sagolili | 1-May-26 | Numerous e-mails from legal counsel and M&A team re: sales process. E-mails to/from National Bank and K. Dentremont re: auto-debit payments. | 0.6 |
| J. Parisi | 2-May-26 | Prepare court report. | 3.2 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 2-May-26 | E-mails from lawyer of former employee. Review of draft Report of Proposal Trustee. | 0.4 |
| J. Parisi | 3-May-26 | Review stalking horse agreement and changes proposed by Fasken. Make amendments to court report. | 0.7 |
| N. Sagolili | 4-May-26 | E-mails re: Report of Proposal Trustee. Numerous e-mails from legal counsel. Respond to e-mail of legal counsel of former employee. Review of draft interim financing agreement and draft affidavit and provide comments. Review of completed cash flow monitoring template and make revisions. | 2.2 |
| M. Marchand | 4-May-26 | Review Court report; | 0.8 |
| J. Parisi | 4-May-26 | Call with J. Carruso regarding changes to report. Review and finalize. | 0.6 |
| N. Sagolili | 5-May-26 | Receipt and review of non-compete agreement. Receipt and review of Initial Proposal Relief Order, and instructions to T. Montesano to update website. E-mail from National Bank. Various e-mails re: credit cards. | 0.7 |
| J. Parisi | 5-May-26 | Attend court call to obtain stay extension for Comfort Zone. Review correspondence from counsel to Kevin @ Comfort Zone regarding his stalking horse bid. | 0.9 |
| T. Montesano | 5-May-26 | Send request to IT to upload documents to the website | 0.2 |
| T. Montesano | 6-May-26 | Upload Initial Relief Order with the OSB | 0.2 |
| N. Sagolili | 7-May-26 | Follow-up with M&A team re: sales process document. E-mail from legal counsel re: website. Look into documents missing from website. E-mails re: interim financing. | 0.3 |
| J. Parisi | 7-May-26 | Review changes to Stalking Horse agreement and provide comments to counsel. | 0.7 |
| J. Parisi | 8-May-26 | Review motion materials. Various calls with Fasken and Harrison Pensa to discuss offer from brs insiders. Calls with NBC and Faskens. Review various emails from Reconstruct and TGF. | 2.8 |
| N. Sagolili | 8-May-26 | E-mails from M&A team and legal counsel re: sales process. | 0.1 |
| N. Sagolili | 11-May-26 | Coordinate update of website, and discussion with T. Montesano re: same. Numerous e-mails re: interim financing. Attend call with National Bank. | 0.3 |
| N. Sagolili | 14-May-26 | Receipt and review of completed cash flow monitoring template. | 0.4 |
| J. Parisi | 14-May-26 | Court hearing for sales process approval. | 0.6 |
| J. Parisi | 17-May-26 | Review and respond to email from Peter Watson who is interested in Comfort Zone. | 0.1 |
| T. Montesano | 20-May-26 | Enter missing information Notice, send same to J. Parisi for review, send copy of draft notice to G&M | 0.3 |
| N. Sagolili | 21-May-26 | E-mails re: sales process. Review of completed cash flow monitoring template. | 0.4 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| T. Montesano | 21-May-26 | Send notice for newspaper to Globe & Mail | 0.3 |
| N. Sagolili | 22-May-26 | Correspond with T. Montesano re: newspaper ad. | 0.1 |
| N. Sagolili | 26-May-26 | Receipt and review of completed cash flow template. | 0.3 |
| J. Parisi | 1-Jun-26 | Review offers. Discussion with B. Trainor re same. | 0.2 |
| N. Sagolili | 3-Jun-26 | Various e-mails re: sales process and auction process letters. | 0.1 |
| N. Sagolili | 4-Jun-26 | Review of completed cash flow monitoring template. | 0.3 |
| J. Parisi | 6-Jun-26 | Prepare court report for second stay extension. | 2.0 |
| N. Sagolili | 8-Jun-26 | Review of completed cash flow monitoring template. | 0.3 |
| N. Sagolili | 11-Jun-26 | Call with J. Parisi and legal counsel re: Court report. Prepare and compile appendices for Court report. | 0.4 |
| N. Sagolili | 12-Jun-26 | Follow-up with K. Dentremont re: cash flow projection. Attend re: creditor inquiry. | 0.2 |
| N. Sagolili | 15-Jun-26 | Receipt and review of stay extension order and e-mails re: same. Various e-mails re: asset purchase agreement. Review of analysis of equity in vehicles from M&A team, and various e-mails re: same. Receipt and review of completed cash flow monitoring template. | 1.0 |
| N. Sagolili | 16-Jun-26 | Review of lease agreements to determine lessors of each leased vehicle. Obtain contact information for lessors. Draft and send e-mails to lessors to request payout statements. | 2.1 |
| N. Sagolili | 17-Jun-26 | E-mails from legal counsel. | 0.1 |
| N. Sagolili | 18-Jun-26 | E-mail from legal counsel. Receipt of payout statement from Jim Peplinski. | 0.2 |
| T. Montesano | 19-Jun-26 | E-file extension order with the OSB | 0.3 |
| J. Hue | 19-Jun-26 | Request to post the stay order to case website. | 0.2 |
| J. Parisi | 20-Jun-26 | Prepare court report for sale approval. | 1.5 |
| J. Parisi | 21-Jun-26 | Prepare report and realization analysis. | 0.5 |
| N. Sagolili | 22-Jun-26 | Receipt and review of completed cash flow monitoring template. E-mails re: stay extension order and other matters. | 0.3 |
| J. Hue | 23-Jun-26 | Creditor call, input creditor information in Ascend. | 0.3 |
| N. Sagolili | 23-Jun-26 | Receipt and review of AR listing. Prepare AR tracker. | 0.7 |
| N. Sagolili | 24-Jun-26 | E-mail re: creditor matter. | 0.1 |
| N. Sagolili | 26-Jun-26 | Correspond with M&A and J. Parisi team re: status of AR collections and requirement for copies of invoices. Correspond with E. Parke re: AR listing, and receipt and review of same. Follow-up with K. Dentremont re: status of cash flow projection. | 0.6 |
| J. Parisi | 28-Jun-26 | Prepare 5th report and supporting schedules. | 2.1 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 29-Jun-26 | Attending to access issues to Service Titan software. Instructions to P. Stamadianos re: download of AR invoices. Receipt and review of completed cash flow monitoring template. | 0.6 |
| J. Parisi | 29-Jun-26 | Preparing confidential supplement. | 1.2 |
| P. Stamadianos | 29-Jun-26 | Invoice downloading. | 4.6 |
| P. Stamadianos | 30-Jun-26 | Invoice downloading. | 3.6 |
| N. Sagolili | 30-Jun-26 | Coordinate download of AR invoices from Service Titan. | 0.1 |
| J. Parisi | 1-Jul-26 | Finalizing Confidential supplement to 5th Report. | 0.8 |
| J. Parisi | 2-Jul-26 | Review APA. | 0.7 |
| N. Sagolili | 2-Jul-26 | Download AR invoices and update to J. Parisi re same. | 0.1 |
| J. Parisi | 6-Jul-26 | Fifth report. | 1.3 |
| N. Sagolili | 7-Jul-26 | Receipt and review of cash flow monitoring template. | 0.2 |
| J. Parisi | 7-Jul-26 | Update call with Fasken to discuss Fifth Report | 0.6 |
| J. Parisi | 8-Jul-26 | Finalize 5th report and confidential supplement. | 0.6 |
| N. Sagolili | 8-Jul-26 | E-mails from/to M&A team re: leases. | 0.1 |
| J. Parisi | 13-Jul-26 | Review NOM. | 0.2 |

Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada Limited
20 Wellington Street E., Suite 500
Toronto ON M5E 1C5 Canada

**INVOICE**

*Strictly Private & Confidential*

B.R.'s Plumbing & Heating Inc.
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

| ***Date*** | ***Invoice No.*** |
|---|---|
| July 15, 2026 | CINV4008457 |

***Re:*** **B.R.'s Plumbing & Heating Inc. –** ***Proposal***

***FOR PROFESSIONAL SERVICES RENDERED*** for the period April 10, 2026 to July 14, 2026

| | |
|---|---|
| **For Professional Services** | $ 32,192.50 |
| **HST - 13.0% (#R101518124)** | 4,185.03 |
| **Total Due** | **$ 36,377.53** |

| ***Summary of Time Charges:*** | **Hours** | **Rate** | **Amount** |
|---|---|---|---|
| J. Parisi, Partner | 24.7 | 725.00 | 17,907.50 |
| M. Marchand, Partner | 0.4 | 725.00 | 290.00 |
| N. Sagolili, Sr. Manager | 20.3 | 600.00 | 12,180.00 |
| J. Hue, Administrator | 5.1 | 250.00 | 1,275.00 |
| T. Montesano, Sr. Administrator | 1.8 | 300.00 | 540.00 |
| **TOTAL** | **52.3** | | **$ 32,192.50** |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 8-Apr-26 | E-mail from S. Ross re: representation letter for B.R.'s Plumbing and make revision to same. | 0.3 |
| N. Sagolili | 10-Apr-26 | Coordinate signing of B.R.'s Plumbing NOI documents, and various correspondence with P. Naumis and S. Ross re: same. Update and finalize NOI documents for B.R.'s Plumbing. | 1.0 |
| N. Sagolili | 14-Apr-26 | Receipt and review of various e-mails. Correspond with J. Hue re: mailing to creditors. Review and sign notice to creditors of NOI. | 0.3 |
| N. Sagolili | 15-Apr-26 | Receipt of 13-week cash flow, and review of various e-mails re: same. Discussion with J. Parisi re: status of 13-week cash flow. | 0.3 |
| N. Sagolili | 16-Apr-26 | Review of 13-week cash flow, and compile follow-up questions for accountant. Phone call with accountants re: cash flow. | 1.5 |
| N. Sagolili | 17-Apr-26 | Discussion with J. Parisi re: status of 13-week cash flow. Make revisions to 13-week cash flow per discussion with accountant and circulate updated version to the company. Prepare cash flow reports and e-mail draft copies to the company for review. Review of leases with Addison Leasing, prepare lease disclaims, and e-mail same to the company. Finalize 13-week cash flow and cash flow documents, coordinate signing by the company, and coordinate filing with OSB. | 3.4 |
| T. Montesano | 17-Apr-26 | E-file Cash-flow and related documents with the OSB. | 0.2 |
| J. Parisi | 17-Apr-26 | Call with B. Trainor regarding request for financial information. | 0.3 |
| N. Sagolili | 20-Apr-26 | Receipt of cash flow e-filing documents. Update and finalize 2 lease disclaimers for [redacted], and coordinate e-mail and mailing of sale. Discussion with J. Parisi re: various matters. Call with E. Parke re: various matters, monitoring, document requests, etc. Review and save various documents. Review of tax return and prior year external financial statements. Phone call from creditor. | 0.9 |
| J. Parisi | 20-Apr-26 | Call with Melinda Vine to discuss next steps. | 0.3 |
| T. Montesano | 20-Apr-26 | Arrange to send the 2 attached lease disclaimer by registered mail. | 0.4 |
| N. Sagolili | 21-Apr-26 | Phone call from creditor. | 0.1 |
| N. Sagolili | 22-Apr-26 | Respond to e-mail re: cash flow monitoring. Preparation of cash flow monitoring template. E-mail to company re: cash flow monitoring template and process. Attend call re: sales process. Receipt and review of e-mails re: various matters. | 0.8 |
| J. Parisi | 22-Apr-26 | Call with Brian Rietveld regarding various issues. | 0.4 |
| T. Montesano | 22-Apr-26 | Work on updating website, e-mail copy of NOI - Notice to Creditors to S. Cancilla at [redacted] | 0.2 |
| N. Sagolili | 23-Apr-26 | Respond to e-mail from the company re: cash flow monitoring requirements. E-mails re: sales process and other matters. | 0.2 |
| T. Montesano | 23-Apr-26 | Update mailing address for [redacted] in ascend. | 0.1 |
| N. Sagolili | 24-Apr-26 | Respond to e-mails from the company re: cash flow monitoring requirements. Attend call with National Bank and its counsel, and BDO's | 0.2 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| | | legal counsel re: various matters. Discussion with J. Parisi re: various matter. | |
| J. Parisi | 27-Apr-26 | Prepare court report. | 0.6 |
| N. Sagolili | 28-Apr-26 | Review of completed cash flow monitoring template, make revisions, and e-mail re: same to M. Freele. Review of Notice of Motion. Attend call with National Bank and its legal counsel, and legal counsel. Numerous e-mails re: sales process, Court orders, and reports. | 1.2 |
| J. Parisi | 28-Apr-26 | Prepare trustees report. | 2.3 |
| J. Parisi | 29-Apr-26 | Call with J. Caruso to discuss BRs court report. | 0.7 |
| M. Marchand | 29-Apr-26 | Review first court report. | 0.4 |
| N. Sagolili | 30-Apr-26 | Respond to creditor inquiry. Attend call with National Bank and legal counsel. Review of completed cash flow monitoring template. Numerous e-mails re: sales process, court matters, etc. Review of draft court report. | 1.0 |
| J. Parisi | 1-May-26 | Attend court for stay extension. | 0.5 |
| J. Parisi | 2-May-26 | Calls with B. Trainer regarding offer from Bart and sales process. Correspondence with Fasken and NBC regarding same. | 0.9 |
| N. Sagolili | 4-May-26 | Compile Court documents and coordinate update of website. Various e-mails from legal counsel. | 0.6 |
| T. Montesano | 4-May-26 | Send request to IT re upload documents to website, upload Extension Order to the OSB. | 0.4 |
| N. Sagolili | 5-May-26 | Review of calculation of equity in vehicles. Receipt and review of non-compete agreement. Receipt and review of Initial Proposal Relief Order, and instructions to T. Montesano to update website. | 0.6 |
| T. Montesano | 5-May-26 | Send request to IT to upload documents to the website. | 0.2 |
| N. Sagolili | 6-May-26 | E-mails from legal counsel and M&A team re: potential stalking horse bid. | 0.1 |
| N. Sagolili | 7-May-26 | E-mail from legal counsel. Follow-up with M&A team re: sales process document. E-mail from legal counsel re: website. Look into documents missing from website. E-mails re: stalking horse bid. | 0.3 |
| J. Parisi | 7-May-26 | Call with B. Trainer and J. Caruso regarding stalking horse bid. | 0.7 |
| N. Sagolili | 8-May-26 | Various e-mails re: inventory and other matters. E-mails from M&A team and legal counsel re: sales process. Various e-mails re: stalking horse bid. | 0.3 |
| J. Parisi | 9-May-26 | Review emails from counsel regarding stalking horse bids. Call with BRs counsel. | 0.6 |
| N. Sagolili | 11-May-26 | Numerous e-mails re: stalking horse bid, sales process, and requests for financial information. Coordinate update of website, and discussion with T. Montesano re: same. Attend call with National Bank. | 0.8 |
| J. Parisi | 11-May-26 | Call with Melinda Vine regarding Stalking Horse Bid. Additional discussion with Melinda Vine regarding sales process. | 0.8 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| J. Parisi | 12-May-26 | Call with Melinda regarding her clients offer. Call with NBC regarding same. Call with Fasken. Call with Fasken and TGF regarding BRs offer | 1.4 |
| J. Parisi | 13-May-26 | Review court report and provide comments to counsel. Call with B. Trainer and Adnan to discuss sales process and challenges with same. | 0.9 |
| N. Sagolili | 14-May-26 | Various e-mails re: sale process, Court attendance, etc. Review of completed monitoring template and e-mail to the company re: discrepancy. | 0.6 |
| J. Parisi | 14-May-26 | Court hearing for sale approval. | 0.4 |
| N. Sagolili | 19-May-26 | Receipt of Court order and coordinate update of website. | 0.2 |
| N. Sagolili | 21-May-26 | Review of revised cash flow template from prior week, and receipt and review completed cash flow template for current week. | 0.5 |
| J. Parisi | 28-May-26 | Review correspondence regarding Brian and Bart not responding accurately to the questions posed by [redacted], including stating there are no complete agreements. | 0.2 |
| N. Sagolili | 28-May-26 | Receipt and review of completed cash flow template, correct formulas, and e-mail to M. Freele re: same. | 0.5 |
| J. Parisi | 29-May-26 | Call with B. Trainor regarding issues with Bart's comments to potential purchasers. | 0.3 |
| J. Parisi | 1-Jun-26 | Review offers. Discussion with B. Trainor re same. | 0.2 |
| N. Sagolili | 3-Jun-26 | Various e-mails re: sales process and auction process letters. | 0.1 |
| N. Sagolili | 4-Jun-26 | E-mails re: sales process. Follow-up with the Company re: cash flow monitoring. Review of completed cash flow monitoring template and make revisions to same. | 0.5 |
| N. Sagolili | 5-Jun-26 | E-mails re: sales process. | 0.1 |
| N. Sagolili | 6-Jun-26 | Numerous e-mails from legal counsel and M&A team re: sales process. | 0.2 |
| J. Parisi | 10-Jun-26 | Discussions with Fasken regarding stay extension and discussions with Brian Rietveld. | 0.3 |
| N. Sagolili | 10-Jun-26 | Numerous e-mails re: sales process and auction. | 0.2 |
| N. Sagolili | 11-Jun-26 | Call with J. Parisi and legal counsel re: Court report. Prepare and compile appendices for Court report. | 0.4 |
| N. Sagolili | 15-Jun-26 | Receipt and review of stay extension order and e-mails re: same. | 0.1 |
| N. Sagolili | 16-Jun-26 | E-mails from legal counsel. | 0.1 |
| T. Montesano | 19-Jun-26 | E-file extension order with the OSB. | 0.3 |
| J. Hue | 19-Jun-26 | Request to post the stay order to case website. | 0.2 |
| J. Parisi | 20-Jun-26 | Prepare court report for sale approval. | 1.5 |
| J. Parisi | 21-Jun-26 | Prepare report and realization analysis. | 0.5 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 22-Jun-26 | E-mails re: stay extension order and other matters. Receipt and review of completed cash flow monitoring template and make numerous corrections to formula errors. | 0.5 |
| N. Sagolili | 23-Jun-26 | Receipt and review of AR listing. Prepare AR tracker. | 0.7 |
| J. Parisi | 25-Jun-26 | Call with B. Trainor and J. Caruso regarding closing transaction and request a discussion with Bart. Call with [redacted] to discuss closing BR and various other issues. | 0.8 |
| N. Sagolili | 25-Jun-26 | Review of completed cash flow monitoring template and correct various formula errors. | 0.4 |
| N. Sagolili | 26-Jun-26 | Correspond with M&A and J. Parisi team re: status of AR collections and requirement for copies of invoices. Correspond with E. Parke re: AR listing, and receipt and review of same. | 0.5 |
| J. Parisi | 28-Jun-26 | Prepare 5th report and supporting schedules. | 2.1 |
| N. Sagolili | 29-Jun-26 | Attending to access issues to Service Titan software. Instructions to J. Hue re: download of AR invoices. | 0.3 |
| J. Parisi | 29-Jun-26 | Call with B. Trainor and Fasken regarding transaction issues related to lease and google accounts. Preparing confidential supplement | 1.1 |
| j. Hue | 29-Jun-26 | Retrieve AR invoices from Service Titans. | 4.9 |
| J. Parisi | 30-Jun-26 | Call from B. Trainor regarding closing issues and discussions with purchaser and purchaser's counsel. | 0.3 |
| N. Sagolili | 30-Jun-26 | Coordinate downloading of AR invoices from Service Titan. | 0.1 |
| J. Parisi | 1-Jul-26 | Finalizing Confidential supplement to 5th Report. | 0.8 |
| J. Parisi | 2-Jul-26 | Review email from BRs counsel regarding Bart and Brain walking away. Review emails to [redacted]. Review emails to [redacted] and NBC. | 0.9 |
| J. Parisi | 3-Jul-26 | Call regarding sale transaction. | 0.7 |
| J. Parisi | 4-Jul-26 | Review various emails regarding BRs bidders. | 0.4 |
| J. Parisi | 6-Jul-26 | Call with Fasken, TGF and NBC regarding [redacted] offer. Review APA and provide comments. Fifth report. | 2.4 |
| N. Sagolili | 2-Jul-26 | Attend re: download of AR invoices, and update to J. Parisi re: same. | 0.1 |
| N. Sagolili | 7-Jul-26 | Receipt and review of cash flow monitoring template, and correct various formula errors. | 0.3 |
| J. Parisi | 7-Jul-26 | Update call with Fasken to discuss Fifth Report | 0.6 |
| J. Parisi | 8-Jul-26 | Finalize 5th report and confidential supplement. | 0.6 |
| J. Parisi | 13-Jul-26 | Review NOM. | 0.2 |

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Fax: 416 865 0904
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BDO Canada Limited
20 Wellington Street E., Suite 500
Toronto ON M5E 1C5 Canada

**INVOICE**

*Strictly Private & Confidential*

Mechcan Inc
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

***Date***
July 15, 2026

***Invoice No.***
CINV4008461

## *Re: Mechcan Inc. – Proposal*

***FOR PROFESSIONAL SERVICES RENDERED*** for the period April 10, 2026 to July 14, 2026

| | |
|---|---|
| **For Professional Services** | $ 15,527.50 |
| **Disbursements: PPSA searches** | 364.40 |
| **Sub Total** | 15,891.90 |
| **HST - 13.0% (#R101518124)** | 2,065.95 |
| **Total Due** | **$ 17,957.85** |

| *Summary of Time Charges:* | Hours | Rate | Amount |
|---|---|---|---|
| J. Parisi, Partner | 10.1 | 725.00 | 7,322.50 |
| B. Warga, Partner | 0.7 | 725.00 | 507.50 |
| W. Leung, Partner | 1.9 | 725.00 | 1,377.50 |
| N. Sagolili, Sr. Manager | 7.3 | 600.00 | 4,380.00 |
| P. Naumis, Sr. Manager | 1.0 | 600.00 | 600.00 |
| T. Montesano, Sr. Administrator | 2.2 | 300.00 | 660.00 |
| G. Arenas, Admin | 3.4 | 200.00 | 680.00 |
| **TOTAL** | **26.6** | | **$ 15,527.50** |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 10-Apr-26 | Update 13-week cash flow of Mechcan Inc., and various e-mails to/from S. Ross and E. Parke re: same. Finalize 13-week cash flow documents and coordinate signing of same with S. Ross. Various coordination of cash flow filing with T. Montesano. | 1.2 |
| P. Naumis | 14-Apr-26 | Update call with Nicole. Review draft correspondence re: NOI process, duties, etc. Comment. | 1.0 |
| J. Parisi | 17-Apr-26 | Correspondence with Elliott regarding payments through bank account. | 0.1 |
| J. Parisi | 18-Apr-26 | Review correspondence from Fasken regarding John the Plumber. | 0.3 |
| J. Parisi | 19-Apr-26 | Prepare proposal trustees first report | 0.7 |
| N. Sagolili | 20-Apr-26 | Discussion with J. Parisi re: various matters. Call with E. Parke re: various matters, monitoring, document requests, etc. Review and save various documents. Review of tax return and prior year external financial statements. | 0.3 |
| J. Parisi | 20-Apr-26 | Call with Elliott regarding assistance required. Explaining our role budget vs. Actual analysis, A/R collections, etc. | 0.5 |
| J. Parisi | 21-Apr-26 | Call with TGF, Fasken and Reconstruct to discuss next steps for filing materials. Call with Fasken regarding Mechcan court report. Review changes to report provided by Fasken and provide additional comments/edits. | 2.3 |
| N. Sagolili | 21-Apr-26 | Preparation of cash flow monitoring template. Various e-mails re: bank access. | 0.5 |
| J. Parisi | 22-Apr-26 | Call with B. Trainor to discuss interest in the entities. Call with Fasken to discuss whether Stalking Horse makes sense. Call with J. Karkoutlian regarding stalking horse and general update. Review DIP financing agreements and provide comments. | 2.3 |
| T. Montesano | 22-Apr-26 | Work on updating website, e-mail copy of NOI - Notice to Creditors to S. Cancilla at [redacted] | 0.2 |
| N. Sagolili | 22-Apr-26 | Preparation of cash flow monitoring template. E-mail to E. Parke re: cash flow monitoring template and process. Attend call re: sales process. | 0.2 |
| N. Sagolili | 23-Apr-26 | E-mails re: bank access and other matters. | 0.2 |
| T. Montesano | 23-Apr-26 | Update mailing address for [redacted] ascend. | 0.1 |
| N. Sagolili | 24-Apr-26 | Various e-mails re: sales process. Review of employee-related claims filed against the company, and e-mail notice to creditors to lawyer. Attend call with National Bank and its counsel, and BDO's legal counsel re: various matters. Discussion with J. Parisi re: various matter. | 0.3 |
| J. Parisi | 26-Apr-26 | Review and provide comments on interim financing fee and Initial Order. | 1.1 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 27-Apr-26 | Phone call with and e-mail to legal counsel of former employees. Various e-mails re: Trustee's Report, Court matters, sales process, etc. | 0.5 |
| N. Sagolili | 28-Apr-26 | Numerous e-mails re: sales process, Court orders, and reports. | 0.1 |
| N. Sagolili | 29-Apr-26 | Numerous e-mails re: sales process, Court documents, etc. | 0.1 |
| J. Parisi | 29-Apr-26 | Review Mechcan affidavit. Finalize report. Call with counsel to John the Plumber. Call from Grant Thornton re preparation of financial statements. | 1.8 |
| J. Parisi | 30-Apr-26 | Attend court for sale approval. | 0.5 |
| N. Sagolili | 30-Apr-26 | Attend call with National Bank and legal counsel. Review of amount of payroll payment. Numerous e-mails re: sales process, court matters, etc. | 0.4 |
| N. Sagolili | 1-May-26 | Look into inquiry re: payroll costs and e-mails to/from National Bank re: same. E-mails from legal counsel re: sales process and other matters. | 0.4 |
| N. Sagolili | 4-May-26 | E-mails re: auto-debits from bank account. Review of completed cash flow monitoring template, make revisions, and follow-up e-mail to E. Parke re: same. | 0.6 |
| N. Sagolili | 6-May-26 | Various e-mails re: credit card payments and offer for shares in John the Plumber. | 0.2 |
| N. Sagolili | 7-May-26 | Correspond with E. Parke re: post-filing CRA obligations. E-mail from legal counsel re: website. Look into documents missing from website. | 0.3 |
| J. Parisi | 7-May-26 | Discussions with B. Trainer regarding offer John the Plumber. | 0.5 |
| T. Montesano | 8-May-26 | Prepare bankruptcy sign documents for Pope & Sons. | 1.5 |
| N. Sagolili | 14-May-26 | Receipt and review of completed cash flow monitoring template. | 0.4 |
| T. Montesano | 19-May-26 | Call with S. Klug re discuss status of [redacted] | 0.2 |
| G. Arenas | 21-May-26 | Set up and activated new bank account. | 0.5 |
| N. Sagolili | 21-May-26 | Receipt and review of completed cash flow template. | 0.1 |
| N. Sagolili | 26-May-26 | Receipt and review of completed cash flow template. | 0.2 |
| N. Sagolili | 1-Jun-26 | Receipt and review of completed cash flow monitoring template. | 0.2 |
| G. Arenas | 1-Jun-26 | Assisted multiple individuals with guidance over the phone to make deposits within RBC branches. | 0.5 |
| N. Sagolili | 5-Jun-26 | Respond to creditor inquiry. | 0.1 |
| N. Sagolili | 8-Jun-26 | Review of completed cash flow monitoring template. Compile asset and other information for bankruptcy documents. | 0.8 |
| G. Arenas | 10-Jun-26 | Reconciled and recorded 17 deposit re: bid. Created deposit forms for each one and match it with deposit slip. | 1.2 |
| B. Warga | 11-Jun-26 | QAR of Fourth Report. | 0.7 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| G. Arenas | 15-Jun-26 | Recorded deposit from [redacted]. | 0.2 |
| N. Sagolili | 16-Jun-26 | Instructions to E. Parke re: information required for bankruptcy. | 0.2 |
| T. Montesano | 16-Jun-26 | Draft and e-file form 34 with the OSB. | 0.2 |
| G. Arenas | 23-Jun-26 | Recorded incoming wire received from [redacted] Updated records accordingly. | 0.2 |
| G. Arenas | 25-Jun-26 | Processed refund to [redacted] Processed refund to [redacted] by wire. | 0.8 |
| W. Leung | 8-Jul-26 | QAR report. | 1.2 |
| W. Leung | 9-Jul-26 | QAR Supplemental report. | 0.7 |

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BDO Canada Limited
20 Wellington Street E., Suite 500
Toronto ON M5E 1C5 Canada

**INVOICE**

***Strictly Private & Confidential***

Mechcan Inc
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

***Date***
July 15, 2026

***Invoice No.***
CINV4008463

***Re: Mechcan Group - Consulting***

***FOR PROFESSIONAL SERVICES RENDERED*** for the period March 23, 2026 to July 14, 2026

| | |
|---|---|
| **For Professional Services** | $ 116,015.00 |
| **Disbursements: PPSA searches** | 364.40 |
| **Sub Total** | 116,379.40 |
| **HST - 13.0% (#R101518124)** | 15,129.32 |
| **Total Due** | **$ 131,508.72** |

| ***Summary of Time Charges:*** | **Hours** | **Rate** | **Amount** |
|---|---|---|---|
| J. Parisi, Partner | 83.8 | 725.00 | 60,755.00 |
| D. Lewis, Partner | 0.6 | 725.00 | 435.00 |
| N. Sagolili, Sr. Manager | 68.5 | 600.00 | 41,100.00 |
| P. Naumis, Sr. Manager | 5.0 | 600.00 | 3,000.00 |
| P. Stamadianos, Sr. Administrator | 0.2 | 300.00 | 60.00 |
| T. Montesano, Sr. Administrator | 9.3 | 300.00 | 2,790.00 |
| J. Hue, Administrator | 31.5 | 250.00 | 7,875.00 |
| **TOTAL** | **198.9** | | **$ 116,015.00** |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 23-Mar-26 | Discussion with J. Parisi re: engagement. Call with National Bank and its legal counsel. Review of presentation prepared by management. | 1.7 |
| J. Parisi | 23-Mar-26 | Review information provided by NBC. Call with NBC and counsel. | 2.1 |
| J. Parisi | 24-Mar-26 | Review information regarding the corporate entity provided by NBC. Attend call with NBC and the company. Attend call with NBC and TGF to discuss next steps. | 2.9 |
| N. Sagolili | 24-Mar-26 | Prepare for and attend call with S. Ross, National Bank, and National Bank's legal counsel. Attend further call with National Bank and its legal counsel. Various e-mails from National Bank. Review of LOI. | 2.2 |
| J. Parisi | 25-Mar-26 | Review and respond to emails from NBC. Call with NBC and TGF. (John, Grant, Caroline, Linda, Nicole). Second call with NBC and TGF (Grant and John), Call with Spencer. Call with John. Call with Anthoy. Call with Anthony and John. | 2.7 |
| N. Sagolili | 25-Mar-26 | Attend call with National Bank and its legal counsel. Discussions with J. Parisi. Various e-mails from National Bank and S. Ross. Various e-mails from A. Fisher re: Harmony Heating. Receipt and review of various information from the companies for the NOI filings. | 2.3 |
| J. Parisi | 26-Mar-26 | Review and respond to emails from A. Fisher. Call with NBC and TGF. Call with John and Spencer. Numerous calls with Anthony. Review Harmony cash flow with Anthony/Sara. Call with Total Home and NBC. Various email correspondence with Spencer. Review information provided by the Companies. Call with BR. Call with Brian & Bart from BR. | 4.3 |
| N. Sagolili | 26-Mar-26 | Review of numerous e-mails from National Bank, S. Ross, A. Fisher, etc. Receipt and review of NOI documents for JD Swallow. Compile list of information and documents required for NOI filings. Attend call with National Bank and its legal counsel. Discussion with J. Parisi re: various matters. Review of 13-week cash flow of JD Swallow, compared to FY2025 financial results, and compile follow-up questions. Review of 13-week cash flow of Harmony Heating, compared to FY2025 financial results, and compile follow-up questions. | 4.9 |
| J. Parisi | 27-Mar-26 | Call with Anthony (Harmony). Call with Kevin (Total Home). Call with John (NBC). Call with John (NBC) and Grant (TGF). Call with N. Sagolili to go through documents. Review and respond to various emails. Review information provided by Debtors. Review emails from Spencer re emails received from suppliers. Call with Anthony (Harmony) and Sara (Harmony) to go through cash flow. | 4.7 |
| T. Montesano | 27-Mar-26 | Prepare NOI documents for J.D, Swallow | 1.0 |
| N. Sagolili | 27-Mar-26 | Request PPSA searches and corporate searches of various corporate entities. Instructions to T. Montesano and J. Hue | 5.2 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| | | re: NOI filings. Numerous e-mails from/to National Bank, and the various corporate entities. Receipt and review of information from B.R. Plumbing, Comfort Zone, Harmony Heating, JD Swallow, and Total Home Energy Systems, and attend to preparation of documents for NOI filing. E-mails from M&A team re: HVAC industry. Review of JD Swallow 13-week cash flow, and various e-mails to/from S. Ross re: follow-up questions. Review of Harmony Heating 13-week cash flow and attend call with A. Fisher and S. Minshull re: same. Various discussions with J. Parisi re: NOI filings and status of information required from the companies. Create and update tracking sheet for NOI filings and information required from the companies. | |
| J. Hue | 27-Mar-26 | Prepare the NOI filing documentation for several entities. | 2.4 |
| J. Parisi | 28-Mar-26 | Correspondence with Anthony and Spencer. Prepare creditor communications for debtors. | 0.8 |
| J. Parisi | 29-Mar-26 | Correspondence with Spencer regarding outstanding item, filing for Mechcan. Correspondence with Comfort. | 0.4 |
| J. Parisi | 30-Mar-26 | Call with Anthony. Call with Spencer. Call with NBC and TGF. Call with N. Sagolili regarding filing nois today. Call with NBC. Call with NBC and Anthony. Call with Anthony and Sara to review NOI documents. Call with Spencer. Review and respond to various emails from the various stakeholders. | 3.9 |
| J. Hue | 30-Mar-26 | Prepare NOI documents for various entities. | 3.2 |
| T. Montesano | 30-Mar-26 | Prepare NOI documents for JD Swallow | 1.0 |
| N. Sagolili | 30-Mar-26 | Review of PPSA searches of entities. Compile and review information for JD Swallow NOI filing. Instructions to T. Montesano re: NOI documents for JD Swallow. Look up addresses of JD Swallow creditors. Review of draft NOI documents for JD Swallow and correspond with T. Montesano re: revisions required. Compile and review information for Comfort Zone NOI filing. Instructions to J. Hue re: NOI documents for Comfort Zone. Look up addresses of Comfort Zone creditors. E-mails to/from management re: Comfort Zone NOI documents. Compile and review information for Harmony Heating NOI filing. Instructions to J. Hue re: NOI documents for Harmony Heating. Look up addresses of Harmony Heating. Various correspondence with management of Harmony Heating. Finalized NOI documents for Harmony Heating and provide to A. Fisher for review. Correspond with D. Lewis re: NOI filing of Harmony Heating. Compile and review information for Hy-Mark NOI filing. Instructions to J. Hue and T. Montesano re: NOI documents for Hy-Mark. Compile and review information for Mechcan NOI filing. Instructions to J. Hue re: NOI documents for Mechcan. Follow up with management re: missing information for Mechcan NOI filing documents. Various discussions with J. Parisi. | 7.2 |
| J. Parisi | 31-Mar-26 | Calls with Spencer (JDS), Anthony (Harmony), John (BNS), Ken Turner (JDS), Kevin (Comfort). Calls with NBC and TGF. | 5.2 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| | | Review various documents related to NOI filing. Various discussions with N. Sagolili. Call with Spencer to review NOI documents and witness signatures. Correspondence with NBC. | |
| J. Hue | 31-Mar-26 | Prepare NOI documentation for varies entities. | 7.5 |
| T. Montesano | 31-Mar-26 | Prepare the NOI documents for Mechcan, Hy-Mark and Total Home | 2.2 |
| D. Lewis | 31-Mar-26 | Sign up of NOI with Harmony Heating and Air Conditioning; emails. | 0.6 |
| N. Sagolili | 31-Mar-26 | Compile and review information for Pro Ace NOI filing. Instructions to J. Hue re: NOI documents for Pro Ace. Look up addresses of Pro Ace creditors, and follow up with the company re: missing information. Review of draft NOI documents for Pro Ace, and correspond with J. Hue re: revisions required. Compile and review information for Hy-Mark NOI filing. Instructions to J. Hue and T. Montesano re: NOI documents for Hy-Mark. Look up addresses of Hy-Mark creditors, and follow up with the company re: missing information. Review of draft NOI documents for Hy-Mark, and correspond with T. Montesano re: revisions required. Compile and review information for Mechcan NOI filing. Instructions to J. Hue and T. Montesano re: NOI documents for Mechcan. Look up addresses of Mechcan creditors, and follow up with the company re: missing information. Review of comments from S. Ross re: JD Swallow cash flow statement, make revisions to same and send back to S. Ross for review. Review of draft NOI documents for JD Swallow, and correspond with T. Montesano re: revisions required. Update dates on Harmony Heating NOI documents, and correspond with D. Lewis re: signing of same. Various discussions with J. Parisi. | 3.9 |
| J. Parisi | 1-Apr-26 | Call with Anthony. Review and respond to emails from Brendan Bissel. Call with NBC and TGF. Call with Service Titan. Calls with BRs, Call with Total Home, Call with Comfort Zone. | 3.9 |
| T. Montesano | 1-Apr-26 | Submit NOI documents to the OSB for JD Swallow and Mechcan Inc., make changes to NOI documents for Hy-Mark Mechanical | 0.7 |
| N. Sagolili | 1-Apr-26 | Attend call with National Bank and its legal counsel. Receipt and review of numerous e-mails from National Bank, S. Ross, A. Fisher, and other management of the various Mechcan entities. Various reviews of Pro Ace NOI documents, and various instructions to J. Hue re: revisions required. Update cash flow and related documents for Pro Ace. E-mail Pro Ace NOI and cash flow documents to A. Phillips, and various correspondence re: same. Discussions with C. Bowra re: signing of Pro Ace NOI documents. Various reviews of Hy-Mark NOI documents, and various instructions to T. Montesano re: revisions required. Update cash flow and related documents for Hy-Mark. E-mail Hy-Mark NOI and cash flow documents to A. Phillips, and various correspondence re: same. E-mails from National Bank's legal counsel re: [redacted] | 7.6 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| | | under Hy-Mark. Correspond with S. Ross re: cash flow statements and coordinate call re: same. Various discussions with J. Parisi. | |
| J. Hue | 1-Apr-26 | Revisions to the NOI documentation for varies entities. | 1.4 |
| N. Sagolili | 2-Apr-26 | Prepare for and attend call with S. Ross re: cash flow statements of Mechcan and JD Swallow. Review of revised Comfort Zone NOI documents, and e-mail documents to K. Dentremont and S. Ross for review. Follow-up with A. Phillips re: Pro Ace and Hy-mark NOI documents. Various e-mails from National Bank. E-mails re: Pope and Sons. Review of B.R.'s Plumbing NOI documents and correspond with J. Hue re: same. Review of Total Home NOI documents and correspond with J. Hue re: same. | 4.1 |
| J. Parisi | 2-Apr-26 | Call with Service Titan. Calls with Anthony. Call with NBC and Anthony (Harmony). Calls with Kevin and Comfort Zone. Calls with NBC. Review and respond to various emails from TGF, NBC and various of the Companies. | 2.7 |
| J. Hue | 2-Apr-26 | Revisions to the NOI documentation. | 1.0 |
| T. Montesano | 2-Apr-26 | Prepare and send request to IT to create website. | 0.5 |
| J. Parisi | 3-Apr-26 | Review email from Anthony regarding needing direction on various items. | 0.3 |
| J. Parisi | 4-Apr-26 | Review and respond to various emails related to Harmony0 | 0.8 |
| N. Sagolili | 6-Apr-26 | Receipt of numerous e-mails from National Bank and its legal counsel. Various discussions with J. Parisi re: status of signing of various NOI documents, cash flow documents, etc. Review of numerous e-mails from management of the companies re: various matters. Receipt and review of Mechcan cash flow and make revisions to formatting. Update cash flow documents and e-mail same to S. Ross for review. Review of creditors package for Mechcan NOI and e-mails re: same. E-mails re: Mechcan cash flow. Follow-up re: B.R.'s Plumbing's 13-week cash flow. Correspond with J. Hue re: revisions to NOI documents for B.R.'s Plumbing. Review, update, and finalize NOI documents for Hy-Mark, and e-mail same to A. Phillips. Coordinate sign-up of NOI documents for Hy-Mark with A. Phillips. Review and update NOI documents for Total Home. Follow-up with E. Parke re: missing creditor addresses for Total Home. E-mails to T. Montesano re: updates to NOI documents for Total Home. Correspondence re: changes required to Comfort Zone NOI documents, and instructions to J. Hue re: same. Update J.D. Swallow cash flow documents and e-mail to S. Ross for review. | 5.8 |
| J. Parisi | 6-Apr-26 | Call with NBC (John) re update. Call with Anthony and Sara (Harmony) regarding various creditor funding and operational issues. Correspondence with Spencer and Elliott regarding various creditor issues. Call with Jim Patteson regarding 44 leases related to Pro Ace and Pope. Correspondence with TGF (Grant). | 3.6 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| T. Montesano | 6-Apr-26 | Prepare NOI package, draft letter to creditors, mail NOI notices to creditors for J.D Swallow and Mechcan Inc. | 2.2 |
| J. Hue | 6-Apr-26 | Prepare filing documentation for BR Plumbing and revisions to the NOI documentation for Comfort Zone, email N. Sagolili; email employees the NOI notice for JD Swallow. | 1.4 |
| J. Parisi | 7-Apr-26 | Call with Service Titan. Call with Brian from BRs. Call with John regarding Service Titan, Yellow Pages, Hy-Mark, call with Nicole. Call with Elliott, receive and respond to various emails from suppliers, Spencer, Arthur, etc. Call with Arthur. Call with Brian. Call with John and Grant. Call with Nicole to discuss cash flows. Numerous emails with Sara and Anthony (Harmony). | 3.1 |
| P. Naumis | 7-Apr-26 | Pro Ace, Hy-Mark & Comfort Zone- set up virtual NOI sign up. Meet with Arthur, discuss Hy-Mark and Pro Ace NOI's and customer deposits. Make necessary changes to documents. Reschedule meeting 3 separate occasions. Arthur's instructions are to hold off Hy-Mark and Pro Ace now until he receive clarity on customer deposits from his accountant. Schedule and sign Comfort Zone documents. | 2.0 |
| T. Montesano | 7-Apr-26 | E-file NOI documents with the OSB. | 0.2 |
| N. Sagolili | 7-Apr-26 | Receipt of numerous e-mails from National Bank and its legal counsel. Various discussions with J. Parisi re: status of signing of various NOI documents, cash flow documents, etc. Review of numerous e-mails from management of the companies re: various matters. Review, update, and finalize NOI documents for Pro Ace, and e-mail same to A. Phillips. Coordinate sign-up of NOI documents for Pro Ace with A. Phillips. Review, update, and finalize NOI documents for Hy-Mark, and e-mail same to A. Phillips. Coordinate sign-up of NOI documents for Hy-Mark with A. Phillips. Review, update, and finalize NOI documents for B.R.'s Plumbing, and e-mail same to S. Ross. Follow-up with S. Ross and A. Phillips re: status of Comfort Zone NOI documents. Attend call with National Bank re: various matters. | 5.7 |
| P. Naumis | 8-Apr-26 | Discussion and update with Josie re: Pro Ace and Hy-Mark. Call with Arthur to discuss rescheduling signing, amendments to creditor list, etc. Continued correspondence and updates with Arthur. Receive comments on draft documents. Amend draft documents. Schedule virtual sign up. Meet with Arthur and sign Pro Ace and Hy-Mark NOI packages. | 2.3 |
| J. Parisi | 8-Apr-26 | Call with Anthony, Yellow Pages, Service Titan (Harmony). Call with Brian, Noble Equipment, Spencer, discussion regarding salesperson payment issue. Call with Arthur to discuss filing the NOI docs for Hy-Mark and Pro Ace. Call with John to discuss various issues. | 3.4 |
| T. Montesano | 8-Apr-26 | E-file NOI packages with the OSB for Hy-Mark and Comfort Zone. | 0.5 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| J. Parisi | 9-Apr-26 | Call with Anthony regarding various issues. Call with John regarding cash flows and other funding issues. Respond to questions from Brendan regarding status of filings. Call with Bart regarding banking issues and issues with salesperson. Call with Sara. | 3.2 |
| J. Hue | 9-Apr-26 | Prepare the NOI notice to creditors, mailing and email the notice to employees. Follow up with the OSB on the status of the NOI certificate on Comfort Zone, prepare the NOI notice to creditors. | 1.9 |
| N. Sagolili | 9-Apr-26 | Review of numerous e-mails from National Bank and its legal counsel. Attend call with National Bank and its legal counsel. Discussion with J. Parisi re: various cash flows to be filed, calculation of funding required, and other matters. Update summary re: funding required. Coordinate signing of NOI documents for B.R.'s Plumbing. | 2.7 |
| J. Parisi | 10-Apr-26 | Call with B. Trainer re sales process. Attend conference call with TGF and NBC. Call with Spencer regarding JDS. Correspondence with Arthur regarding signing cash flow documents. Calls with Anthony and Brian regarding various operational issues. Preparing analysis of status of filings and funding requirements. | 3.8 |
| P. Naumis | 10-Apr-26 | Meet with Spencer, sign BR Plumbing NOI. Make changes, reschedule signing, | 0.8 |
| J. Hue | 10-Apr-26 | Prepare the NOI notice to creditors for Comfort and Ace Pro, mailing of the notices, email NOI notice to employees, prepare the affidavit of mailing for Comfort, Ace Pro and Hy-Mark; dealing with calls and emails from creditors. Prepare the NOI notice for BR Plumbing. | 5.6 |
| T. Montesano | 10-Apr-26 | Prepare and e-file cash-flow and related proposal reports to the OSB for Mechcan Inc. & JD Swallow. | 0.6 |
| T. Montesano | 10-Apr-26 | Uploads NOI documents to the OSB. | 0.2 |
| J. Parisi | 13-Apr-26 | Call with Grant and John to discuss go forward plan. Call with Anthony. Call with Arthur. Review cash flows. Speak to various suppliers. | 2.1 |
| N. Sagolili | 13-Apr-26 | Receipt and review of various e-mails. Receipt and review of cash flow filing confirmation from OSB. E-mail to J. Parisi re: payroll costs. | 0.6 |
| J. Hue | 13-Apr-26 | Follow up on the mailing of the NOI notice for BR Plumbing with team. | 0.2 |
| N. Sagolili | 14-Apr-26 | Drafting of guidelines for NOI filing for management, and correspond with J. Parisi and P. Naumis re: same. | 1.6 |
| J. Parisi | 14-Apr-26 | Call with Jenny Stam at Norton Rose to discuss potentially being counsel to BDO. | 0.6 |
| J. Hue | 14-Apr-26 | Correspondence with N. Sagolili on the NOI notice for BR's Plumbing, update the notice, prepare the employee mailing | 1.9 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| | | label, prepare the mailing/email of the notice of the NOI to creditors. | |
| J. Parisi | 15-Apr-26 | Two calls with TGF and NBC regarding go forward path and court appearances. | 2.1 |
| J. Hue | 15-Apr-26 | Prepare the affidavit of mailing for the NOI notice to creditors for BR Plumbing; calls and emails from employees. | 1.3 |
| J. Parisi | 16-Apr-26 | Calls with John, Grant and Dylan regarding various issues and bringing the stay extension motion. | 0.9 |
| J. Parisi | 17-Apr-26 | Call with Brendan to discuss next steps on proposal. | 0.5 |
| J. Parisi | 17-Apr-26 | Call with Fasken to provide update and discuss relief needed for each entity. | 0.6 |
| J. Parisi | 20-Apr-26 | Update call with NBC. Call with Elliott regarding various issues. | 0.5 |
| N. Sagolili | 21-Apr-26 | POPE & SONS - Phone call with former general manager re: status of company vehicles, and e-mails to/from M&A team re: same. E-mail to E. Parke re: contacting Jim Pattison Leasing. | 0.4 |
| J. Hue | 21-Apr-26 | Dealing with creditor and employee call/emails. | 0.6 |
| J. Parisi | 21-Apr-26 | Call with TGF, Fasken and Reconstruct to discuss consolidation, funding and sales processes. Call with B. Trainer to discuss sales processes and interested parties. | 0.6 |
| N. Sagolili | 22-Apr-26 | Phone calls from former Pope & Sons employees. | 0.2 |
| J. Parisi | 23-Apr-26 | Call leasing Company regarding pope vehicles. Call from creditor regarding Spark liabilities. | 0.9 |
| N. Sagolili | 24-Apr-26 | Various e-mails re: Pope & Ace lease proceeds. Correspond with the M&A team re: Pope & Sons vehicle information, and e-mail to E. Parke re: same. Attend call with National Bank and its counsel, and BDO's legal counsel re: various matters. Discussion with J. Parisi re: various matter. | 0.5 |
| J. Parisi | 24-Apr-26 | Call with counsel to [redacted] Call with Fasken to discuss call with [redacted] Update call with TGF, NBC and Fasken. | 1.4 |
| J. Parisi | 24-Apr-26 | Call with M&A team regarding sales process and offer from Air One. | 0.5 |
| J. Parisi | 27-Apr-26 | Update call with John. Call with Jennifer. Group call to discuss strategy to get JD Swallow filed. Call with BDO M&A team to discuss sales process and stalking horse bidding process. | 2.3 |
| J. Parisi | 28-Apr-26 | Update call with John. Update call with Brian. Update call with Dylan. Call with Graham. Update call with John. Group call with TGF, Fasken and NBC. | 1.7 |
| N. Sagolili | 29-Apr-26 | E-mail to [redacted] Phone call to and from Pope & Son's landlord | 0.5 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| | | and landlord's counsel. Discussion with J. Parisi re: Pope & Sons. | |
| N. Sagolili | 30-Apr-26 | Messages from/to and phone call with Pope & Sons' landlord's legal counsel. E-mails and discussions re: status of assets at Pope & Sons premises. | 0.5 |
| J. Parisi | 30-Apr-26 | Call with Fasken, RGF and NBC. Call with J. Karkoutlian. Discussions with Phil at total home regarding various issues and inventory info. | 0.7 |
| T. Montesano | 1-May-26 | Upload Extension Order for JD Swallow to the OSB, send request to IT to upload same to website | 0.2 |
| J. Parisi | 3-May-26 | Review and respond to various emails from Fasken, TGF and NBC. | 0.8 |
| N. Sagolili | 4-May-26 | E-mail from J. Parisi re: Pope & Sons assets. | 0.1 |
| N. Sagolili | 5-May-26 | Receipt and review of trial balance of THES Inc. Receipt and review of Total Home non-compete agreement. E-mail from National Bank re: cash flow projection, asset information, etc. Correspond with M&A team re: Pope & Sons' assets, and phone call with Pope & Sons' landlord's lawyer re: same. E-mails re: potential bankruptcy filing of Pope & Sons. | 0.9 |
| N. Sagolili | 6-May-26 | E-mails from/to S. Ross re: bankruptcy signing of Pope & Sons. | 0.1 |
| N. Sagolili | 7-May-26 | E-mails re: assets at Pope & Sons location. Call with M&A team re: assets and Pope & Sons, and e-mail to the landlord's legal counsel re: same. Call with M&A team and legal counsel re: strategy for Pope & Sons, discussion with J. Parisi, and review and respond to e-mails. Compile list of information required re: Pope & Sons bankruptcy filing, and e-mail to E. Parke re: same. | 1.1 |
| J. Hue | 7-May-26 | Calls from creditors as to status. | 0.6 |
| J. Parisi | 7-May-26 | Correspondence with potential purchaser of Pope & Sons. Correspondence with B. Trainer regarding same. | 0.2 |
| N. Sagolili | 8-May-26 | Coordinate preparation of bankruptcy documents for Pope & Sons. Compile and review of information for bankruptcy documents of Pope & Sons and e-mails to/from E. Parke re: same. Receipt and review of PPSA search of Pope & Sons. Discussion with C. Bowra re: inventory count of assets at Pope & Sons premises. Compile asset list. Discussions with J. Parisi and various e-mails re: Pope & Sons. | 1.5 |
| J. Parisi | 11-May-26 | Update call with NBC and TGF to discuss next steps for Pope, Pro Ace and Hy mark. | 0.4 |
| J. Hue | 13-May-26 | Calls and emails from former employees regarding claim form and WEPP. | 0.7 |
| N. Sagolili | 19-May-26 | Discussion with T. Montesano re: inquiry from OSB on Pope & Sons bankruptcy filing. Draft response to OSB re: Pope & Sons, e-mail to C. Bowra re: same, and compile relevant documents for OSB. E-mails to/from auctioneer re: Pope & Sons assets. | 0.6 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| J. Parisi | 19-May-26 | Call with B. Trainer regarding the sales processes and updated progress. | 1.2 |
| N. Sagolili | 20-May-26 | Receipt and review of Certificate of Appointment for Pope & Sons. Coordinate update of website. Various correspondence re: Pope & Sons creditors package and first meeting of creditors. Correspondence re: inquiry from OSB on Pope & Sons bankruptcy filing. E-mail to legal counsel of Pope & Sons' landlord, and e-mail from J. Parisi re: same. Respond to former Pope & Sons employee inquiry. Draft Trustee's Preliminary Report for Pope & Sons bankruptcy. | 1.9 |
| J. Hue | 20-May-26 | Prepare the mailing of the notice of the bankruptcy of Pope & Sons. | 1.3 |
| N. Sagolili | 21-May-26 | E-mails re: sales process of Pope & Sons bankruptcy. Correspond with T. Montesano and C. Bowra re: filing of bankruptcy documents. E-mail to E. Parke re: information required for WEPPA claims for Pope & Sons. Respond to inquiry from Jim Pattison Leasing. Correspond with auctioneer re: Pope & Sons' assets. E-mails to coordinate AR collection letters. Attend re: administrative matters. | 1.0 |
| P. Stamadianos | 22-May-26 | Call with N. Sagolili re: AR letters; | 0.2 |
| N. Sagolili | 22-May-26 | Discussion with J. Parisi re: various matters re: Pope & Sons bankruptcy. Prepare door notice. Coordinate change of locks and correspond with landlord's legal counsel re: same. Coordinate access to QuickBooks and discussions with E. Parke re: same. Correspond with T. Montesano re: WEPP claims. Coordinate mail redirection, and discussions with T. Montesano re: same. Coordinate set-up of CRA accounts and trust examinations and correspond with T. Montesano re: same. Call with P. Stamadianos re: AR collection letters. Draft AR collection letter template. Review of AR listing. | 1.6 |
| N. Sagolili | 23-May-26 | Coordinate payment of Pope & Sons mail redirection. Coordinate payment of Pope & Sons QuickBooks subscription. | 0.6 |
| J. Parisi | 25-May-26 | Update call with J. Karkoutlian. | 0.4 |
| J. Parisi | 26-May-26 | Update call with B. Trainer, TGF and Fasken. | 0.8 |
| J. Hue | 28-May-26 | Call with Rogers on reinstating internet re; Harmony. | 0.5 |
| J. Parisi | 2-Jun-26 | Review various bids submitted by bidders. Attend call with counsel and Sales Agent to discuss bids. | 3.3 |
| J. Parisi | 3-Jun-26 | Calls with Fasken to discuss auction and auction procedures. Review and respond to various requests from bidders and sales agent team. | 1.1 |
| J. Parisi | 5-Jun-26 | Call with counsel regarding sales process and preparing for same. Call with Swallow landlord. Calls with various interested parties. Calls with B. Trainor. | 3.6 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| J. Parisi | 8-Jun-26 | Review and respond to various emails related to the sales process. Call with TGF, NBC and Fasken. Update call with J. Karkoutlian. | 2.3 |
| J. Parisi | 9-Jun-26 | Call with Dylan regarding concerns with sales process. Call with NBC and TGF regarding concerns on the sales process and next steps. Call with B. Trainor regarding same. Call with M. Vine. Call with J. Caruso regarding bidder issues. | 2.1 |
| N. Sagolili | 15-Jun-26 | Numerous e-mails from legal counsel and M&A team re: Sparking Heating. Receipt of payroll reports of Spark Heating and download and extract same. Receipt of GST returns of Spark Heating, and download and extract same. | 0.7 |
| J. Parisi | 16-Jun-26 | Update call with J. Karkoutlian. | 0.4 |
| N. Sagolili | 17-Jun-26 | Various e-mails re: Spark Heating. | 0.1 |
| N. Sagolili | 18-Jun-26 | E-mails re: landlord and premises of Spark Heating. Coordinate obtaining information for WEPP claims. Attend re: administrative matters. | 0.4 |
| N. Sagolili | 03-Jul-26 | Download 2026 T4s for Spark Heating, and e-mail to E. Parke re: same. E-mail to J. Parisi re: Spark Heating QuickBooks subscription expiry. | 0.3 |

Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada Limited
20 Wellington Street E., Suite 500
Toronto ON M5E 1C5 Canada

**INVOICE**

*Strictly Private & Confidential*

J. D. Swallow Heating Contractors
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

| ***Date*** | ***Invoice No.*** |
|---|---|
| July 15, 2026 | CINV4008459 |

***Re:*** **J. D. Swallow Heating Contractors – *Proposal***

***FOR PROFESSIONAL SERVICES RENDERED*** for the period April 8, 2026 to July 14, 2026

| | |
|---|---|
| **For Professional Services** | $ 38,720.00 |
| **Disbursements: Newspaper ad** | 7,811.00 |
| **Sub Total** | 46,531.00 |
| **HST - 13.0% (#R101518124)** | 6,049.03 |
| **Total Due** | **$ 52,580.03** |

| ***Summary of Time Charges:*** | **Hours** | **Rate** | **Amount** |
|---|---|---|---|
| J. Parisi, Partner | 35.3 | 725.00 | 25,592.50 |
| M. Marchand, Partner | 0.7 | 725.00 | 507.50 |
| N. Sagolili, Sr. Manager | 20.5 | 600.00 | 12,300.00 |
| J. Hue, Administrator | 0.2 | 250.00 | 50.00 |
| T. Montesano, Administrator | 0.9 | 300.00 | 270.00 |
| **TOTAL** | **57.6** | | **$ 38,720.00** |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 8-Apr-26 | E-mail to S. Ross re: various follow-up questions on 13-week cash flow. | 0.2 |
| N. Sagolili | 9-Apr-26 | Various e-mails to/from S. Ross re: 13-week cash flow. Discussion with J. Parisi re: cash flow. | 0.6 |
| N. Sagolili | 10-Apr-26 | Receipt and review of revised 13-week cash flow of J.D. Swallow, and various e-mails to/from S. Ross re: same. Finalize 13-week cash flow documents and coordinate signing of same with S. Ross. Various coordination of cash flow filing with T. Montesano. | 1.6 |
| N. Sagolili | 13-Apr-26 | Receipt and review of various e-mails. Receipt and review of cash flow filing confirmation from OSB. | 0.4 |
| N. Sagolili | 16-Apr-26 | Look into and respond to inquiry from National Bank on cash flow. | 0.1 |
| J. Parisi | 19-Apr-26 | Prepare proposal trustees 1st report. | 2.3 |
| J. Parisi | 20-Apr-26 | Discussions with TGF and NBC regarding the Company's interest in John the Plumber. | 0.2 |
| J. Parisi | 21-Apr-26 | Call with TGF, Fasken and Reconstruct to discuss next steps for filing materials. | 0.4 |
| N. Sagolili | 21-Apr-26 | E-mail from National Bank and to S. Ross re: leases. | 0.1 |
| J. Parisi | 22-Apr-26 | Review details of [redacted]. Discussions with Fasken re same. | 0.6 |
| J. Parisi | 23-Apr-26 | Review Interim Financing agreement. Review stalking horse agreement. Review correspondence from [redacted]. | 0.8 |
| N. Sagolili | 23-Apr-26 | E-mails re: sales process and other matters. | 0.2 |
| N. Sagolili | 24-Apr-26 | E-mails re: sale process. Review of draft order and various e-mails re: same. Review of draft stalking horse agreement. Attend call with National Bank and its counsel, and BDO's legal counsel re: various matters. Discussion with J. Parisi re: various matter. | 0.7 |
| J. Parisi | 24-Apr-26 | Review and discuss with counsel Spencer's request for success fee. Review draft orders and proposed changes to Proposal Trustee's report. | 1.3 |
| J. Parisi | 25-Apr-26 | Review emails from Spencer Ross. Correspondence with D. Chochla regard email from S. Ross. | 0.4 |
| J. Parisi | 26-Apr-26 | Review and provide comments on interim financing fee, Initial Order and Sales Process document. | 1.6 |
| J. Parisi | 27-Apr-26 | Various discussions re stalking horse agreement. Call with D Parsons re offer on JD Swallow. Review draft materials. | 0.8 |
| N. Sagolili | 27-Apr-26 | Various e-mails re: Trustee's Report, Court matters, sales process, etc. | 0.2 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| J. Parisi | 28-Apr-26 | Review stalking horse agreement and provide comments. Call to discuss increases borrowing charge and interest rate. Finalize trustees report. Review motion record. | 3.6 |
| N. Sagolili | 28-Apr-26 | Follow-up with E. Parke re: cash flow monitoring. Attend call with National Bank and its legal counsel, and legal counsel. Numerous e-mails re: sales process, Court orders, and reports. | 0.5 |
| J. Parisi | 29-Apr-26 | Review success fee agreement and provide comments to counsel. | 0.3 |
| N. Sagolili | 29-Apr-26 | Receipt and review of motion record. Numerous e-mails re: sales process, Court documents, etc. Review of completed cash flow monitoring template, make revisions, and e-mail re: same to E. Parke. | 0.7 |
| M. Marchand | 29-Apr-26 | Review first court report. | 0.7 |
| J. Parisi | 30-Apr-26 | Attend court for stay extension. Review order. Discussions with staff regarding filing order with OSB and updating website. | 0.7 |
| N. Sagolili | 30-Apr-26 | Attend call with National Bank and legal counsel. Numerous e-mails re: sales process, court matters, etc. | 0.3 |
| N. Sagolili | 1-May-26 | Receipt and review of Order, and e-mails re: same. E-mails re: newspaper advertisement. | 0.4 |
| N. Sagolili | 4-May-26 | Compile Court documents and coordinate update of website. Review of completed cash flow monitoring template, make revisions, and follow-up e-mail to E. Parke re: same. | 0.5 |
| N. Sagolili | 5-May-26 | Review of calculation of equity in vehicles. Receipt and review of revised completed cash flow monitoring template. | 0.3 |
| T. Montesano | 5-May-26 | Submit request to G&M re newspaper notice. | 0.2 |
| N. Sagolili | 7-May-26 | E-mail from legal counsel re: website. Look into documents missing from website. | 0.1 |
| T. Montesano | 7-May-26 | Prepare payment of newspaper ad in workday. | 0.4 |
| J. Parisi | 8-May-26 | Review and respond to emails from Simmonds law firm regarding interest in John the Plumber and JD Swallow. | 0.2 |
| N. Sagolili | 8-May-26 | E-mails re: inventory count. E-mail from interested parties and e-mails re: same. | 0.2 |
| N. Sagolili | 14-May-26 | Review of completed cash flow monitoring template. | 0.4 |
| J. Parisi | 17-May-26 | Respond to Ken Turner regarding request for additional DIP. Review and respond to party interested in the entity. | 0.4 |
| N. Sagolili | 19-May-26 | E-mails re: interim financing. E-mails re: sales process and bids. E-mails from legal counsel. | 0.3 |
| N. Sagolili | 21-May-26 | Review of completed cash flow monitoring template. | 0.3 |
| J. Parisi | 26-May-26 | Review letter to counsel to Ken Turner regarding extension of the submission bid deadline. | 0.2 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 26-May-26 | E-mails from legal counsel. | 0.1 |
| J. Parisi | 27-May-26 | Review variance analysis. | 0.1 |
| N. Sagolili | 27-May-26 | E-mails re: cash flow monitoring. | 0.1 |
| N. Sagolili | 28-May-26 | Receipt and review of completed cash flow template. | 0.3 |
| J. Parisi | 30-May-26 | Review correspondence from Sales Agent and provide information regarding leased vehicles and information that should not be included in data room. | 0.4 |
| N. Sagolili | 1-Jun-26 | Various e-mails re: bid deposits. | 0.1 |
| J. Parisi | 1-Jun-26 | Review offers. Discussion with B. Trainor re same. | 0.5 |
| N. Sagolili | 3-Jun-26 | Various e-mails re: sales process. | 0.1 |
| N. Sagolili | 4-Jun-26 | Various e-mails re: sales process and auction process letters. Review of completed cash flow monitoring template. | 0.4 |
| N. Sagolili | 5-Jun-26 | Discussion with J. Parisi re: cash flow. | 0.1 |
| J. Parisi | 6-Jun-26 | Prepare court report for second stay extension. Review correspondence from a bidder regarding Ken Turner posting that he is opening a new entity. Review letter from Fasken regarding same. Review numerous emails from M&A team and Fasken. | 3.6 |
| N. Sagolili | 6-Jun-26 | Numerous e-mails from legal counsel and M&A team re: sales process. | 0.2 |
| J. Parisi | 7-Jun-26 | Call with B. Trainor regarding interference by K. Turner, discussing bids, discussing next step and discussion auction to be held tomorrow. Call with Fasken regarding conduct of insiders and letter received from Bidder's counsel. | 1.3 |
| N. Sagolili | 8-Jun-26 | Discussion with J. Parisi re: various matters. Numerous e-mails re: sales process. E-mails from legal counsel. | 0.4 |
| J. Parisi | 8-Jun-26 | Review letter to Brendan re interference. Various emails from Spencer regarding DIP financing through the Bank. Correspondence with J. Karkoutlian re same. Review budget vs. Actual analysis. | 0.8 |
| N. Sagolili | 9-Jun-26 | Numerous e-mails re: sales process. E-mails re: the company's cash flow. Review of completed cash flow monitoring template. | 0.5 |
| N. Sagolili | 10-Jun-26 | Numerous e-mails re: sales process and auction. | 0.2 |
| J. Parisi | 10-Jun-26 | Attend stalking horse auction. | 2.5 |
| N. Sagolili | 11-Jun-26 | Various e-mails re: sales process. Draft and send e-mail to Stagra Automotive re: vehicle keys that are being held. Call with J. Parisi and legal counsel re: Court report. Prepare and compile appendices for Court report. Receipt and review of updated cash flow projection. Compile follow-up questions on cash flow projection and correspond with E. Parke and the company re: same. Make revisions to and finalize cash flow projection. | 1.6 |
| J. Parisi | 11-Jun-26 | Update 4th court report. | 1.4 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| J. Parisi | 12-Jun-26 | Attend court for stay extension. | 0.4 |
| N. Sagolili | 12-Jun-26 | Follow-up with Stagra Automotive re: vehicle keys in their possession. E-mails re: bid deposits. | 0.3 |
| N. Sagolili | 15-Jun-26 | Various e-mails to/from Stagra Automotive re: vehicle and keys in its possession. Receipt and review of stay extension order and e-mails re: same. Various e-mails re: asset purchase agreement. Receipt and review of completed cash flow monitoring template. | 0.8 |
| J. Parisi | 18-Jun-26 | Discussion with B. Trainor regarding leased vehicles in APA. | 0.3 |
| J. Parisi | 19-Jun-26 | Call with Schere leasing regarding buyout of vehicles. Call with J. Caruso and B. Trainer regarding leases and APA. | 0.7 |
| T. Montesano | 19-Jun-26 | E-file extension order with the OSB. | 0.3 |
| J. Hue | 19-Jun-26 | Request to post the stay order to case website. | 0.2 |
| J. Parisi | 20-Jun-26 | Prepare court report for sale approval. | 1.5 |
| J. Parisi | 21-Jun-26 | Prepare report and realization analysis. | 0.5 |
| N. Sagolili | 22-Jun-26 | E-mails re: stay extension order and other matters. Receipt and review of completed cash flow monitoring template. | 0.3 |
| N. Sagolili | 23-Jun-26 | Review of revised cash flow projection. E-mail various follow-up questions to K. Turner and review of responses re: same. Receipt and review of AR listing. Prepare AR tracker. | 1.6 |
| N. Sagolili | 24-Jun-26 | Downloading AR invoices from Service Titan. | 2.0 |
| N. Sagolili | 26-Jun-26 | Correspond with M&A and J. Parisi team re: status of AR collections and requirement for copies of invoices. Correspond with E. Parke re: AR listing, and receipt and review of same. Correspond with J. Parisi re: cash flow projection. | 0.6 |
| J. Parisi | 28-Jun-26 | Prepare 5th report and supporting schedules. | 2.1 |
| N. Sagolili | 29-Jun-26 | Attending to access issues to Service Titan software. | 0.2 |
| J. Parisi | 29-Jun-26 | Preparing confidential supplement | 0.5 |
| J. Parisi | 30-Jun-26 | Various correspondence with Spencer regarding google accounts. Discussions with B. Trainor regarding same. | 0.6 |
| N. Sagolili | 30-Jun-26 | Downloading AR invoices from Service Titan. | 2.2 |
| J. Parisi | 1-Jul-26 | Finalizing Confidential supplement to 5th Report. | 0.8 |
| N. Sagolili | 2-Jul-26 | Download AR invoices and update J. Parisi re same. | 0.1 |
| J. Parisi | 3-Jul-26 | Review changes to JDS APA. | 0.4 |
| J. Parisi | 4-Jul-26 | Review information provided by K. Turner regarding inventory and receivables. | 0.4 |
| J. Parisi | 6-Jul-26 | Prepare Fifth report. | 1.3 |
| N. Sagolili | 7-Jul-26 | Receipt and review of cash flow monitoring template. | 0.2 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| J. Parisi | 7-Jul-26 | Update call with Fasken regarding Fifth report and distribution to NBC. | 0.6 |
| J. Parisi | 8-Jul-26 | Call with Fasken regarding finalizing report. | 0.6 |
| J. Parisi | 13-Jul-26 | Review NOM. | 0.2 |

Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada Limited
20 Wellington Street E., Suite 500
Toronto ON M5E 1C5 Canada

**INVOICE**

*Strictly Private & Confidential*

Hy-Mark Mechanical Inc.
c/o BDO Canada Limited
500-20 Wellington Street
Toronto, ON M5E 1C5

***Date***
July 15, 2026

***Invoice No.***
CINV4008453

## *Re: Hy-Mark Mechanical Inc. – Proposal*

***FOR PROFESSIONAL SERVICES RENDERED*** for the period April 10, 2026 to July 14, 2026

| | |
|---|---|
| **For Professional Services** | $ 9,390.00 |
| **HST - 13.0% (#R101518124)** | 1,220.70 |
| **Total Due** | **$ 10,610.70** |

| *Summary of Time Charges:* | Hours | Rate | Amount |
|---|---|---|---|
| J. Parisi, Partner | 2.8 | 725.00 | 2,030.00 |
| N. Sagolili, Sr. Manager | 11.3 | 600.00 | 6,780.00 |
| A. Boettger, Sr. Manager | 0.4 | 600.00 | 240.00 |
| T. Montesano, Administrator | 0.8 | 300.00 | 240.00 |
| G. Arenas, Admin | 0.5 | 200.00 | 100.00 |
| **TOTAL** | **15.8** | | **$ 9,390.00** |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 10-Apr-26 | Finalize cash flow documents, and e-mails to/from A. Phillips re: signing of same. | 0.4 |
| N. Sagolili | 13-Apr-26 | Correspond with A. Phillips re: signing of cash flow documents. E-mail to E. Parke re: deposit. | 0.3 |
| N. Sagolili | 14-Apr-26 | Revised 13-week cash flow and related cash flow documents, and various correspondence with A. Phillips re: same. | 0.5 |
| N. Sagolili | 15-Apr-26 | Follow-up with A. Phillips re: cash flow document. Discussion with J. Parisi. | 0.2 |
| J. Parisi | 15-Apr-26 | Correspondence with Arthur regarding cash flow and associated reports for filing with OSB. | 0.3 |
| T. Montesano | 15-Apr-26 | E-file Cash Flow Statement and reports with the OSB | 0.3 |
| N. Sagolili | 16-Apr-26 | Receipt and review of numerous e-mails. E-mails from A. Phillips re: cash flow documents. | 0.3 |
| N. Sagolili | 20-Apr-26 | Receive and save copies of leases. Receipt and review of AR listing. Discussion with J. Parisi re: various matters. Call with E. Parke re: various matters, monitoring, document requests, etc. Review and save various documents. Review of tax return and prior year external financial statements. | 0.6 |
| N. Sagolili | 21-Apr-26 | E-mails from M&A team re: information required, and follow-up e-mail to E. Parke re: same. | 0.1 |
| N. Sagolili | 21-Apr-26 | Phone call with landlord. Travel to premises to pick up mail. | 0.7 |
| T. Montesano | 22-Apr-26 | Work on updating website, e-mail copy of NOI - Notice to Creditors to S. Cancilla at Lennox Industries. | 0.2 |
| A. Boettger | 22-Apr-26 | Call with employee re WEPP program and forward inquiry to N. Sagolili. | 0.2 |
| N. Sagolili | 22-Apr-26 | Preparation of cash flow monitoring template. E-mail to E. Parke re: cash flow monitoring template and process. Attend call re: sales process. Receipt and review of e-mails re: various matters. | 0.6 |
| N. Sagolili | 23-Apr-26 | Various e-mails re: landlord/premises matters. | 0.2 |
| T. Montesano | 23-Apr-26 | Update mailing address for [redacted] in ascend. | 0.1 |
| J. Parisi | 23-Apr-26 | Call with [redacted]. | 0.4 |
| J. Parisi | 23-Apr-26 | Call with Kevin regarding inventory at Hy-Mark. Call with landlord [redacted]. | 0.4 |
| N. Sagolili | 24-Apr-26 | E-mail from [redacted]. Review of employee-related claims filed against the company, and e-mail notice to creditors to lawyer. Discussion with T. Montesano. Look into and respond to former employee inquiry. Attend call with National Bank and its counsel, and BDO's legal counsel re: various matters. Discussion with J. Parisi re: various matter. | 0.6 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| N. Sagolili | 27-Apr-26 | Phone call with and e-mail to legal counsel of former employees. E-mails to/from E. Parke and A. Phillips re: leased and owned vehicles. Review of summary of vehicles leased and owned and remaining payments. Various correspondence with T. Montesano re: obtaining black book values for vehicles. Review of completed cash flow monitoring template, make revisions, and e-mail re: same to E. Parke. | 1.4 |
| N. Sagolili | 28-Apr-26 | E-mail to E. Parke re: cash-flow monitoring. Correspond with T. Montesano re: black book values of vehicles. E-mails to/from Sherer Leasing and review of leases. E-mails to/from E. Parke re: remaining payments on vehicle leases. Calculate net equity in vehicles. E-mails to/from National Bank re: vehicles. E-mail to McDougall Auctioneers re: vehicles. E-mail from A. Phillips re: sales process. Coordinate inspection of vehicles by McDougall Auctioneers. Attend call with National Bank and its legal counsel, and legal counsel. Various e-mails from National Bank re: payment matters. Various e-mails re: rent and payroll payment. Numerous e-mails re: sales process, Court orders, and reports. | 2.4 |
| J. Parisi | 28-Apr-26 | Call with Brian Trainer regarding sale of assets. | 0.6 |
| N. Sagolili | 30-Apr-26 | Attend call with National Bank and legal counsel. E-mails from/to Scherer Leasing re: leased vehicles and correspond with J. Parisi and legal counsel re: same. E-mail from A. Phillips re: employee claim. Numerous e-mails re: sales process, court matters, etc. | 0.7 |
| J. Parisi | 30-Apr-26 | Numerous email exchanges with [redacted] Correspondence with Arthur regarding same. | 0.4 |
| N. Sagolili | 1-May-26 | Correspond with [redacted] re: vehicles. E-mails to/from [redacted]. | 0.2 |
| J. Parisi | 2-May-26 | Correspondence with S. Ross regarding alarm at facility. Correspondence with landlord regarding alarm. | 0.3 |
| N. Sagolili | 4-May-26 | Various e-mails re: bank transactions and rent payments. Review of completed cash flow monitoring template, make revisions, and follow-up e-mail to E. Parke re: same. | 0.6 |
| N. Sagolili | 5-May-26 | Various e-mails re: outstanding rent. Review of [redacted] offer on vehicles, recalculate equity in leased vehicles, and e-mail to J. Parisi re: same. | 0.5 |
| N. Sagolili | 6-May-26 | Follow-up with [redacted]. E-mail from M&A team and discussion with J. Parisi re: same. E-mail to McDougall Auctioneers. | 0.2 |
| N. Sagolili | 7-May-26 | Call with M&A team re: assets at premises, and various e-mails re: same. Call with M&A team and legal counsel re: strategy. Various e-mails re: inventory count. | 0.8 |
| T. Montesano | 11-May-26 | Prepare and file Form 34 with the OSB. | 0.2 |
| J. Parisi | 14-May-26 | Call with J. Caruso regarding issues with OSB issuing certificate. Call to OSB and email to OSB regarding same. | 0.4 |
| G. Arenas | 22-May-26 | Set up and activated new bank account. | 0.5 |

| Staff | Date | Comments | Hours |
|---|---|---|---|
| A. Boettger | 02-Jul-26 | Call from equipment creditor. | 0.2 |

This is **Exhibit "C"** referred to in the affidavit of

**Josie Parisi**

Sworn before me this 16th day of July, 2026

Signed by:

Christina Piccinin

717D20F48831433...

A COMMISSIONER FOR TAKING AFFIDAVITS

***CHRISTINA PICCININ***
***LSO#: 90534C***

BDO Canada Limited
150 Caroline St South
Suite 201
Waterloo, ON N2L 0A5
Canada
(519) 576-5220

July 16, 2026

**BDO Canada Limited as Proposal Trustee of the MechCan Group**

20 Wellington Street
Toronto, ON M5E 1C5
Canada

Invoice: CINV4009174
Account Number: CUS0102763

For professional services with respect to the following:

| | |
|---|---|
| Hy-Mark | $ 51,921.17 |
| B.R's Heating | $ 70,901.39 |
| JD Swallow | $ 89,939.15 |
| Comfort Zone | $ 55,353.81 |
| Mech Can | $ 24,229.88 |
| **Subtotal** | **$ 292,345.39** |
| **Disbursements** | |
| Disbursements | $ 1,447.59 |
| **Disbursement Subtotal** | **$ 1,447.59** |
| Administration and technology fee | $ 20,464.18 |
| **Subtotal** | **$ 314,257.16** |
| GST/HST (13%) | $ 40,853.43 |
| **Total** | **$ 355,110.59** |

*This invoice is in CAD*

**Ways to pay:**

- EFT/Wire Payments:
  Beneficiary Bank: Canadian Imperial Bank of Commerce - Commerce Court, 199 Bay Street, Toronto ON M5L 1G9
  Account Name: BDO Canada Limited
  Account #: 9126910, Transit #: 00002, Bank #: 0010; BIC Code #: CIBCCATT, Canadian Clearing Code (CCC) #: CC001000002 (please include CCC# in the payment details field)
  Please email your payment notifications to **EFTPayments@bdo.ca**

***BDO does not accept cash or Interac e-transfers***

GST No. 101518124RT0001

**Accounts are due when rendered**

**Interest at 1.00% per month (12.00% per annum) will be charged on accounts over 30 days**

| Professional | Date | Billable Hours | Notes |
|---|---|---|---|
| Adnan Shahid | 4/9/2026 | 2.5 | (1) Setting up Intapp Process + Conflict check; (2) Preliminary discussions with Josie and team about challenges selling MechCan companies; (3) resource planning |
| Adnan Shahid | 4/9/2026 | 0.6 | Call w/ Josie and Brian and Josie to discuss timing and targets |
| Adnan Shahid | 4/9/2026 | 0.3 | 20 minute call w/ josh lotter - potential buyer for Hymark |
| Adnan Shahid | 4/9/2026 | 1.4 | Preparation of IRL |
| Brian Trainor | 4/9/2026 | 0.35 | Call with Josh Lodder about Hymark |
| Adnan Shahid | 4/10/2026 | 0.2 | 15 min call w/ team. BT, Max, Sarim to get oriented. |
| Adnan Shahid | 4/10/2026 | 0.5 | Introductory call w/ Elliott (CFO - Mechcan) |
| Adnan Shahid | 4/10/2026 | 0.4 | Mech Can IRL changes |
| Adnan Shahid | 4/10/2026 | 0.3 | Data Room Set up. Call with Sarim to explain structure. |
| Adnan Shahid | 4/10/2026 | 0.5 | Call with Ken (JD Swallow) |
| Adnan Shahid | 4/10/2026 | 0.5 | Internal call w/ Brian/Max/Sarim to discuss buyers list + managing data |
| Adnan Shahid | 4/10/2026 | 0.1 | Crafting email to Elliott Parke |
| Adnan Shahid | 4/10/2026 | 0.2 | Prepping NDA for Josie's review |
| Adnan Shahid | 4/10/2026 | 0.2 | Data room review + troubleshooting |
| Sarim Naseer | 4/10/2026 | 0.2 | Internal call #1 - Kick-off Meeting |
| Sarim Naseer | 4/10/2026 | 0.5 | Internal call #2 |
| Sarim Naseer | 4/10/2026 | 0.2 | Setting up VDR via Sterling and sending invite to Elliott |
| Brian Trainor | 4/10/2026 | 0.25 | Call with M&A Team to provide background of Mechcan and responsibilities |
| Brian Trainor | 4/10/2026 | 0.5 | Call with Elliot - the CFO of Mechcan about information requirements. |
| Brian Trainor | 4/10/2026 | 0.35 | Second planning call with Max and Sarim to discuss the buyer list and data room setup; information gathering |
| Brian Trainor | 4/10/2026 | 0.5 | Call with Ken at JD Swallow |

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| Maximus Cho | 4/13/2026 | 0.5 | Internal Update call with team |
| Adnan Shahid | 4/13/2026 | 0.2 | Emails & Data Room Fix |
| Brian Trainor | 4/14/2026 | 0.35 | Took a call from [redacted] He is interested in Ace and Pope - mainly trademarks; website and customers lists |
| Brian Trainor | 4/14/2026 | 0.25 | Check in with the team to discuss information received to date; financials and adjustments and progress on the buyer list |
| Maximus Cho | 4/14/2026 | 3.5 | Importing Entities into the Databook + Status update with the team - Details in time tracker |
| Adnan Shahid | 4/14/2026 | 1 | 0.5 hours - Call [redacted] Pro Ace<br>0.5 hours - status update call with team |
| Sarim Naseer | 4/14/2026 | 0.5 | Internal call with the team (BT, Max & Adnan) |
| Sarim Naseer | 4/14/2026 | 0.5 | Setting up BL template and started screening for Hy-Mark & Guelph region |
| Thomas Fitzpatrick | 4/15/2026 | 2 | Adding all Excel tables on asset and Vehicle listings form the subsidiary company's into the main excel summary |
| Maximus Cho | 4/15/2026 | 2.5 | Added in entities (IS & BS) Comfort zone, Pro Ace, Spark |
| Adnan Shahid | 4/15/2026 | 1.5 | 0.5 Getting Thomas (intern) up to speed on asset/vehicle list / delegating work<br><br>1 - Review of VDR info by Elliott |
| Sarim Naseer | 4/15/2026 | 2 | Screening buyers for Hy-Mark (Guelph) |
| Sarim Naseer | 4/15/2026 | 1 | Screening buyers for JD Swallow (Ottawa) |
| Sarim Naseer | 4/15/2026 | 1 | Screening buyers for Harmony (Calgary) |
| Sarim Naseer | 4/15/2026 | 0.2 | Status call with Adnan & Max |
| Brian Trainor | 4/16/2026 | 0.15 | Follow up with Josie about issue with BR and receipt of information; Quick call with Adnan |

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| Maximus Cho | 4/16/2026 | 2 | Added in remainder of the entities IS + BS + revenue breakdown + 2x internal touchpoints |
| Adnan Shahid | 4/16/2026 | 4.1 | 0.5 - Internal call w/ Brian/Max/Sarim to discuss progress<br>2 - Review of IRL/data room and preparation of customer reports for Elliott's input<br>0.1 - email communications with Elliott and other parties<br>0.5 - Josh Lodder Q&A + email to Elliott<br>1 - Creating standard CIS template for all entities |
| Sarim Naseer | 4/16/2026 | 1.5 | Screening buyers for Comfort Zone (Cobourg) |
| Brian Trainor | 4/17/2026 | 0.35 | Call with Adnan to discuss timeline and process letter; Follow up email to Josie with proposed timeline for companies and accelerated timeline for companies that are closed. |
| Adnan Shahid | 4/17/2026 | 2.4 | 1.5 - preparation of process letter<br>0.5 - Call w/ Brian Trainor on process and preparation of process letter<br>0.2 - Internal call w/ Max to discuss data book progress and creation of CIS<br>0.2 - Review of Databook + CIS |
| Sarim Naseer | 4/17/2026 | 2 | Screening buyers & adding contacts for B.R.'s Plumbing & Heating (Tillsonburg) |
| Sarim Naseer | 4/17/2026 | 2 | Screening buyers & adding contacts for Pope & Sons (Parksville) |
| Sarim Naseer | 4/17/2026 | 2.5 | Screening buyers for ACE Heating & Air Conditioning (Burnaby) |
| Brian Trainor | 4/17/2026 | 0.1 | Email Josie about warranty question |
| Brian Trainor | 4/17/2026 | 0.15 | Discuss process letter with Adnan; timeline discussion and key milestones |

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| Brian Trainor | 4/20/2026 | 0.5 | Invited to and participated in a call with Josie and National Bank regarding [redacted] and discussion of other process items and timing; provide an update to the bank. |
| Brian Trainor | 4/20/2026 | 0.35 | Draft email to Josie about the vehicles; Call with Adan to review and outline the business summary template; and organization of the data room. |
| Brian Trainor | 4/20/2026 | 0.25 | Call with team and Elliot to discuss EBITDA adjustments; outstanding items and status of the vehicles in Western Canada (Pope & Pro Ace). |
| Sarim Naseer | 4/20/2026 | 2 | Adding contact info for prospective buyers regarding Hymark |
| Sarim Naseer | 4/20/2026 | 1.5 | Adding contact info for prospective buyers regarding JD Swallow |
| Sarim Naseer | 4/20/2026 | 1 | Adding contact info for prospective buyers regarding Harmony |
| Sarim Naseer | 4/20/2026 | 1 | Adding contact info for prospective buyers regarding Comfort zone |
| Adnan Shahid | 4/20/2026 | 5 | Call w/ Josie , and [redacted] from National Bank0.5000<br>Call W/Elliott on IRL listings0.6000<br>Emails to various parties including Josie and buyers interested in process0.6000<br>Review of Databook prepared by Max3.0000<br>Review of sale process letter with Brian Trainor0.3000 |
| Brian Trainor | 4/21/2026 | 0.2 | Respond to Josie email to confirm Pro Ace and Pope are companies where there will need to be vehicle recovery; Follow up email to Nicole about access to GPS vehicle tracking to find any missing vehicles. |

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| Brian Trainor | 4/21/2026 | 0.5 | Call with Adnan to discuss advertising companies on the portal; contents of the Ad; Status of buyer list and verification; priorities in terms of completing diligence materials and follow up with managers of active businesses. |
| Brian Trainor | 4/21/2026 | 0.75 | Call with [redacted] to discuss interest in the Ontario Assets and the process and next steps. |
| Brian Trainor | 4/21/2026 | 0.2 | Email Josie about availability to discuss [redacted] interest in Ontario assets and implications of stalking horse bids |
| Brian Trainor | 4/21/2026 | 0.15 | Spoke to [redacted] about interest the Hymark vehicles, and where they are parked. [redacted] |
| Brian Trainor | 4/21/2026 | 0.5 | Call with Josie to update her on the call with [redacted] and next steps; Discuss the possibility of stalking horse bids; and our engagement letter. |
| Brian Trainor | 4/21/2026 | 0.35 | Call from Josie to discuss question from her lawyer about value for Swallow and Harmony regarding counter on Stalking Horse bids; as well challenges selling Comfort given state of the business, |
| Sarim Naseer | 4/21/2026 | 1 | Guiding Thomas on how to find CRPs for each entity and reviewing his work |
| Sarim Naseer | 4/21/2026 | 1.5 | Creating a lease schedule regarding vehicles leased by Pope & Sons |
| Sarim Naseer | 4/21/2026 | 1 | Creating a lease schedule regarding vehicles leased by Pro ACE |

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| Adnan Shahid | 4/21/2026 | 3.2 | Call w/ [redacted] on leased facility and process timeline0.3000<br>Call with AirOne on interest in opportunity0.5000<br>Call with Brian Trainor on next steps, CIS and VDR0.4000<br>Emails and various communications throughout the day to Elliott, and other stakeholders0.5000<br>Organizing Data Room1.5000 |
| Maximus Cho | 4/21/2026 | 3.75 | Building out Hy-Mark CIM skeleton, executive summary and investment highlights + financial section |
| Brian Trainor | 4/22/2026 | 0.75 | Call with [redacted] to discuss submitting a bid for the entire Mech Group (timing, process and valuation thoughts) |
| Brian Trainor | 4/22/2026 | 0.5 | Update Josie on [redacted], timing and next steps; Speak with her lawyer about their stalking horse bid. |
| Brian Trainor | 4/22/2026 | 0.1 | Email exchanges with B&R about vehicle mileage |
| Brian Trainor | 4/22/2026 | 0.5 | Call with Adnan to discuss status of the data room; review email to [redacted] confirming bid submission timing of stalking horse and other items. |
| Brian Trainor | 4/22/2026 | 0.15 | Forward [redacted] email to Josie with comments about [redacted] |
| Brian Trainor | 4/22/2026 | 0.2 | Review project emails for the day |
| Sarim Naseer | 4/22/2026 | 0.2 | Consolidated revised equipment listings into existing excel summary |
| Brian Trainor | 4/22/2026 | 0.1 | Call with Adnan to discuss follow up to complete owned vehicle data; |
| Brian Trainor | 4/22/2026 | 0.5 | Review of the buyer list and clean up for presentation to Josie |

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| Adnan Shahid | 4/22/2026 | 6.5 | Call w/ Josie and lawyers on Stalking Horse Bid0.4000<br>Call with [redacted] on Stalking Horse Bid0.5000<br>Call with BT on email to AirOneKitchener + pasting data into VDR0.6000<br>Preparation of VDR for all entities4.5000<br>Various email communications to Elliott, and other stakeholders to gather information0.5000 |
| Maximus Cho | 4/22/2026 | 5.5 | See Supporting Time Tracker - Updates to Hy-Mark CIM + short touch base with Adnan + customer file sorting/redactions |
| Adnan Shahid | 4/23/2026 | 6.7 | Call with [redacted] on opening of data room and discussion on [redacted]0.7000<br>Call with Brian Trainor to discuss buyers list0.7000<br>Data room upkeep & uploads throughout the day1.0000<br>Debrief with josie on conversation with Mechcan0.2000<br>Internal call with team to discuss teaser material0.5000<br>Review of financial information including Hymark results and inventory write down0.7000<br>review of various info. Provided by Elliott0.7000<br>Various email and admin - Elliott, team, Mechcan subs1.5000<br>Various internal calls with BT and team to discuss progress0.7000 |
| Maximus Cho | 4/23/2026 | 2.5 | See time report - Redactions to multiple files + VDR internal server organization |

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| Brian Trainor | 4/23/2026 | 0.5 | Follow up call with [redacted] to discuss their bids and questions about the process and the companies |
| Brian Trainor | 4/23/2026 | 0.25 | Call with Adnan to review the buyer list before it is sent to Josie for approval |
| Brian Trainor | 4/23/2026 | 0.25 | Check in with Josie and Adnan to discuss [redacted] interest |
| Adnan Shahid | 4/24/2026 | 8.6 | Buyers list adjustment0.4000<br>Call with BT in the afternoon on status update0.3000<br>Call with BT in the morning on status update0.3000<br>email communications with Elliott on renewed TB's0.1000<br>Emails and work around finding mileage for owned vehicles1.0000<br>Inventory analysis of different entities to assess how much is left over.2.5000<br>Responding to all Q's from [redacted] and gathering all required info + crafting request list for Elliott3.5000<br>Working through data room issues0.5000 |
| Maximus Cho | 4/24/2026 | 4.25 | Supporting [redacted] with Sterling support + fixes to Hy Mark CIM + Updates to Harmony and JD CIM (adding in the charts) |
| Brian Trainor | 4/24/2026 | 0.25 | Call with [redacted] discuss their interest in Swallow |
| Sarim Naseer | 4/24/2026 | 2.5 | Created CIS for Harmony |
| Sarim Naseer | 4/24/2026 | 2.5 | Created CIS for JD Swallow |
| Brian Trainor | 4/24/2026 | 0.25 | Call with [redacted] to discuss interest in Swallow |
| Adnan Shahid | 4/25/2026 | 3 | Review of YTD results + Creation of monthly DB |
| Brian Trainor | 4/27/2026 | 0.5 | Call with John Dentremont of Comfort Zone to discuss his interest in bidding for the Company; valuation and potentially being the stocking horse bidder. |

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| Brian Trainor | 4/27/2026 | 0.5 | Short follow up calls with Ken @ Swallow; and Kevin @ Comfort about respective stocking horse bids and availability of lists of maintenance plan customers. |
| Brian Trainor | 4/27/2026 | 0.5 | Spoke with [redacted] Josie's as Josie suggested to get background on inventory transfers to Hymark; and interest in sharing more information about the business. |
| Brian Trainor | 4/27/2026 | 0.25 | Call with Josie to discuss [redacted] and to discuss accelerating the process for Harmony. |
| Brian Trainor | 4/27/2026 | 0.25 | Call with Josie and Adnan to discuss [redacted] offer and proposing they be the stalking horse for BR, Hy,mark & Ace Pro |
| Sarim Naseer | 4/27/2026 | 1.2 | Created CIS for Pope & Sons |
| Sarim Naseer | 4/27/2026 | 1.2 | Created CIS for Pro Ace |
| Maximus Cho | 4/27/2026 | 4.75 | Building out Hy-Mark CIM Pope + BRs CIM (Executive summary + investment highlights) |
| Adnan Shahid | 4/27/2026 | 1 | Review of YTD results + Creation of monthly DB |

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| Adnan Shahid | 4/27/2026 | 7 | 0.5000Following up w/ total on specific information at the request [redacted]. Mgmt.<br>0.3000Chat with Josie on [redacted] Bid<br>0.3000Sent NDA out to Kevin along with vehicle tables<br>0.7000Marketing emails to be sent out during outreach process<br>0.3000Call with Ahmed to get him up to speed on marketing efforts<br>0.2000Review of maintenance contract reports from Kevin<br>1.0000Planning CIS template<br>2.0000Review /edits of CIS for 3 operating entities<br>0.5000Review of buyers list with team + Planning marketing tracker<br>1.2000Review of buyers list |
| Ahmed Elsayed | 4/28/2026 | 0.5 | |
| Sarim Naseer | 4/28/2026 | 0.7 | Turned Adnan's comments for JD Swallow |
| Sarim Naseer | 4/28/2026 | 0.7 | Turned Adnan's comments for Harmony |
| Sarim Naseer | 4/28/2026 | 0.7 | Turned Adnan's comments for Pope & Sons |
| Sarim Naseer | 4/28/2026 | 1 | Added investment highlights slide for Pope & Sons + updated comments from Adnan |
| Sarim Naseer | 4/28/2026 | 0.7 | Turned Adnan's comments for Pro Ace |
| Sarim Naseer | 4/28/2026 | 1 | Added investment highlights slide for Pro Ace + updated comments from Adnan |
| Maximus Cho | 4/28/2026 | 3.5 | Processing comments on Hy mark, pope, BR and JD swallow. + individual review to ensure no errors on any cim |
| Brian Trainor | 4/28/2026 | 0.35 | Call with the [redacted] to discuss offer |
| Brian Trainor | 4/28/2026 | 0.7 | Review CIMs for Harmony and Comfort |

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| Brian Trainor | 4/28/2026 | 0.35 | Call with Josie to discuss asset value of Ace Pro & Pope and upcoming discussion with discussion with [redacted] |
| Brian Trainor | 4/28/2026 | 0.2 | Email Sarim and Adnan about valuing the vehicle fleets by company |
| Brian Trainor | 4/28/2026 | 0.25 | Review email from Josie about [redacted] revised offer and discuss response with Josie |
| Adnan Shahid | 4/28/2026 | 7.2 | 3.3000Review of extended CIM's for remaining 4 entities 1.0000Organizing mileage data for missing entities. Emails to various parties to track information down. 0.7000Emails to various parties during the day. 0.7000Call with Brian Trainor to determine asset value of Pope, Pro Ace and Hy-Mark 0.5000Review of maintenance plans for Comfort Zone and Hy-Mark 0.1000Call with Daren Parsons (associate of Ken Turner) on JDS 0.5000Call with [redacted] team on stalking horse bids 0.4000Prepared newspaper ad for Harmony |
| Brian Trainor | 4/29/2026 | 0.1 | Follow up email to Josie regarding updating [redacted] about status of Pope and AcePro. |
| Brian Trainor | 4/29/2026 | 0.35 | Meet with team to review the Harmony CIM and to get organized for kickoff of Harmony marketing |
| Brian Trainor | 4/29/2026 | 0.5 | Call w/ [redacted] about interest in Pope & ProAce |
| Brian Trainor | 4/29/2026 | 0.25 | Call with Elliot to discuss inventory variances in the accounting; and maintenance contracts |
| Brian Trainor | 4/29/2026 | 0.25 | Emails with Jenifer C about the Harmony Ad and Harmony Process Letter |

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| Maximus Cho | 4/29/2026 | 6.25 | Updating buyers list for Harmony with new buyers + updating entire list with new contacts + Building out Index slide for Harmony + 1 hr meeting in the morning with team |
| Sarim Naseer | 4/29/2026 | 0.5 | Vehicle Valuation - Internal Call with Brian & Adnan |
| Sarim Naseer | 4/29/2026 | 2 | Vehicle Valuation for JD Swallow, not finished but setting up the template and adding leased vehicles. Also following up with the client about missing info (VIN #'s/mileage) |
| Sarim Naseer | 4/29/2026 | 1 | Vehicle Valuation for Comfort Zone (finishing deliverable + turning comments) |
| Adnan Shahid | 4/29/2026 | 5.8 | 0.4000Call with Brian and Sarim on leased vehicle equity analysis<br>0.8000Call with Brian/Max/Matt to discuss buyer outreach for Harmony and other entities<br>0.3000Call with Elliott on maintenance contracts<br>0.5000Call with [redacted] - interested in Pope and Pro Ace<br>0.2000Call with Sarim/Max to discuss buyers list additions provided by BT in email<br>0.1000Call with Sarim to discuss leased vehicle analysis<br>0.1000Call to discuss progress on leased vehicle analysis<br>1.2000Review and edits to leased vehicle analysis report<br>0.7000Data room edits / Getting Harmony Data Room Prepared<br>1.0000Various email communications (internal/external) on gathering pertinent |

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| Maximus Cho | 4/30/2026 | 6 | Updating buyers list with 23 new buyers for JD Swallow, adding in CRP checks, finding contacts, adding in indexes for the remaining entities, redacting and sorting maintenance schedules + 30 min call with team in the morning |
| Sarim Naseer | 4/30/2026 | 1 | Vehicle Valuation for Harmony (finishing deliverable + turning comments) |
| Sarim Naseer | 4/30/2026 | 0.2 | Internal Meeting with Adnan to organize deliverables for the next few days |
| Matthew Fornazzari | 4/30/2026 | 0.5 | Buyers List discussion with Brian, Adnan, and Max. Updated NDA. |
| Matthew Fornazzari | 4/30/2026 | 1.25 | Initial contact with identified parties and NDA distribution. |
| Matthew Fornazzari | 4/30/2026 | 2.25 | Follow up emails, NDA compiling and acknowledgement, Additional initial contact. |
| Matthew Fornazzari | 4/30/2026 | 0.25 | Additional email correspondence and NDA compiling. |
| Matthew Fornazzari | 4/30/2026 | 0.25 | NDA Discussion and updated internal folders to store NDA's |
| Brian Trainor | 4/30/2026 | 0.25 | Call with team to finalize NDA and covering email for Harmony launch; Review changes with Max. |
| Brian Trainor | 4/30/2026 | 0.35 | Speak to Josie about concerns regarding a NOI process for Pope, Ace Pro & Hymark. Getting back to BR about the stalking horse bidding process; Kevin's bid for Comfort |
| Brian Trainor | 4/30/2026 | 0.15 | Send NDA and teaser email to 302 Capital and Monarch |
| Brian Trainor | 4/30/2026 | 0.35 | Call with Kevin about interest in leased vehicles, and his stalking horse bid for Comfort. Deadline to submit the bid. |
| Brian Trainor | 4/30/2026 | 0.2 | Review proj flow emails from Josie and team |

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| Adnan Shahid | 4/30/2026 | 3.2 | 0.5000Call with team on project flow marketing outreach<br>1.0000Data room uploads/revisions<br>0.6000vehicle analysis review from Sarim<br>0.1000Conversation with Josie on Harmony Vehicle Repos<br>1.0000Emails and various communications with buyers / internal team |
| Sarim Naseer | 5/1/2026 | 1 | Finished Vehicle Valuation for JD Swallow |
| Sarim Naseer | 5/1/2026 | 1 | Finished Vehicle Valuation for BR Plumbing |
| Sarim Naseer | 5/1/2026 | 0.5 | Helping Matt find contacts for outreach regarding Harmony |
| Brian Trainor | 5/1/2026 | 0.5 | Call with Bart and Brian at BR to discuss Stalking Horse |
| Brian Trainor | 5/1/2026 | 0.3 | Discussion/Email exchange with Josie and Dylan about merits of accepting Kevin's stalking horse bid |
| Brian Trainor | 5/1/2026 | 0.2 | Respond to Josie regarding comments related to Comfort Zone Stalking Horse SPA |
| Brian Trainor | 5/1/2026 | 0.1 | Discussion regarding timing of Hymark, Pope and ProAce bankruptcies |
| Brian Trainor | 5/1/2026 | 0.1 | Respond to [redacted] about timing of bids for ProAce and Pope |

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| Adnan Shahid | 5/1/2026 | 3.1 | 0.7000Edits to marketing tracker<br>0.5000Various tasks to get Matt involved in the project (Adding to project code, time tracker, SharePoint access etc.)<br>0.3000Responding to interested parties in Harmony marketing process.<br>1.0000Globe and Mail ads.<br>0.4000Stalking Horse Template edits for bart rietfeld and brian velthove<br>0.1000Call with BT and Matt Fornazzarri on marketing update<br>0.1000Call W/ Sarim on vehicle list<br>0.0000Call w/ bart rietfeld and brian velthove |
| Brian Trainor | 5/1/2026 | 0.2 | Review emails throughout the day related to project flow |
| Matthew Fornazzari | 5/1/2026 | 1.7 | Identified remaining missing contact information and sent remaining contacts Accepted NDA's from interested parties. Email correspondences. |
| Brian Trainor | 5/2/2026 | 0.15 | Respond to Jenn about discussion with Bart and his concerns about a stalking horse process |
| Brian Trainor | 5/3/2026 | 0.1 | Send 302 updated NDA to review and sign |
| Ahmed Elsayed | 5/4/2026 | 0.25 | Team call for marketing update. |
| Matthew Fornazzari | 5/4/2026 | 2.85 | Strategy meeting with Brian, Adnan, and Ahmed Additional contact information and CRP check for Swallow buyers.<br>Initial outreach for JD Swallow<br>Setup access to data room and distributed CIS & Process Letter for Harmony |

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| Adnan Shahid | 5/4/2026 | 3.7 | 0.5 hrs -Team Marketing Call<br>0.2 hrs -Reviewing marketing emails for Harmony<br>0.1 hrs -Email to Ken Turner on JDS vehicle listings<br>0.1 hrs -Email to Michele Freele on vehicle listings<br>0.5 hrs -NDA review from Alphi Capital Partners<br>1.5 hrs -Review of various lease equity schedules prepared by Sarim<br>1 hrs -Work on the ServiceTitan Customer Reports to clean up data and perform the analysis. |
| Brian Trainor | 5/4/2026 | 0.1 | Send follow up email to Bart about confirming that the trustee is open to not having a stalking horse process |
| Brian Trainor | 5/4/2026 | 0.1 | Respond to [redacted] about the Pro-Ace sales process |
| Brian Trainor | 5/4/2026 | 0.25 | Team meeting to get organized for the week |
| Brian Trainor | 5/4/2026 | 0.25 | Call with [redacted] to discuss interest in Pope Assets |

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| Adnan Shahid | 5/5/2026 | 3.7 | 0.5 hrs -Call W/ [redacted] on Service Titan Report and required customer data to present to buyers in the VDR.<br>0.5 hrs -Communicating with Fasken/Nicole on Pope's vehicles and potential ownership searches.<br>1 hrs -Various edits to the dataroom throughout the week. Including removal of certain schedules, insertion of notes into VDR.<br>1 hrs -Valuations of B.R's Harmony (Tangible Asset Value + Earnings Multiple)<br>0.5 hrs -Various emails regarding Hy-Mark Inventory and communications with Elliott to gather reports from ST<br>0.2 hrs -Reconciliation of Hy-Mark Inventory to TB and email communication with Ken |
| Matthew Fornazzari | 5/5/2026 | 3 | Accepted NDA's from interested parties. Email correspondences.<br>Buyers List additions with contact information. |
| Sarim Naseer | 5/5/2026 | 1 | Researched and added additional buyers for JDS from CapIQ. |
| Sarim Naseer | 5/5/2026 | 1 | Researched and added additional buyers for JDS from Google Maps and Google Search. |
| Sarim Naseer | 5/5/2026 | 1 | Researched and added additional buyers for JDS from AI (Claude, Gemini, ChatGPT & CoPilot). |
| Sarim Naseer | 5/5/2026 | 1 | Added contact information (emails) for buyers including emails and phone numbers - JDS. |
| Sarim Naseer | 5/5/2026 | 1 | Added contact information (phone numbers) for buyers including emails and phone numbers - JDS. |
| Brian Trainor | 5/5/2026 | 0.1 | Email Josie about Quinn Contracting's interest in JDS and connection to Spencer |

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| Brian Trainor | 5/5/2026 | 0.15 | Respond to Jenn about discussion with BR over the weekend and his concerns about being the stalking horse bidder for BR |
| Brian Trainor | 5/5/2026 | 0.15 | Review and edit follow up questions about the stalking horse process and DD with Adnan for Josie |
| Brian Trainor | 5/5/2026 | 0.1 | Discussion with Adnan about BR valuation to provide to Josie |
| Brian Trainor | 5/5/2026 | 0.35 | Call with [redacted] management team |
| Adnan Shahid | 5/6/2026 | 2 | 0.5 hrs -Call W/ Kevin D on Hy-Mark Inventory Count<br>0.5 hrs -Discussing CIS edits + reviewing CIS' from Sarim<br>1 hrs -Emails to various parties throughout the day regarding NDA's, internal and external emails |
| Matthew Fornazzari | 5/6/2026 | 1.7 | Initial outreach for the additional identified parties for JD Swallow<br>Email correspondence and NDA acknowledgements |
| Sarim Naseer | 5/6/2026 | 1 | Researched and added additional buyers for B.R. Plumbing from CapIQ. |
| Sarim Naseer | 5/6/2026 | 1 | Researched and added additional buyers for B.R. Plumbing from Google Maps and Google Search. |
| Sarim Naseer | 5/6/2026 | 1 | Researched and added additional buyers for B.R. Plumbing from AI (Claude, Gemini, ChatGPT & CoPilot). |
| Sarim Naseer | 5/6/2026 | 1 | Added contact information (emails) for buyers including emails and phone numbers - B.R. Plumbing. |
| Sarim Naseer | 5/6/2026 | 1 | Added contact information (phone numbers) for buyers including emails and phone numbers - B.R. Plumbing. |
| Brian Trainor | 5/6/2026 | 0.15 | Respond to Josie's question on the [redacted] interest in acquiring the leased vehicles at Hy-Mark and interest to date |

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| Brian Trainor | 5/6/2026 | 0.1 | Update Josie, NBC on the discussion with [redacted] |
| Brian Trainor | 5/6/2026 | 0.1 | Respond to Josie about the BR stalking horse offer |
| Brian Trainor | 5/6/2026 | 0.1 | Respond to [redacted] about Pope |
| Brian Trainor | 5/6/2026 | 0.15 | Review email trail and respond to Josie about [redacted] P |
| Adnan Shahid | 5/7/2026 | 3.8 | 0.5 hrs -Call w/ Brian Trainor to discuss tasks for the day.<br>0.5 hrs -Call W/ Elliott to discuss inventory count at Hy Mark<br>0.5 hrs -Call W/ Brian T and Nicole S regarding Pope inventory count and assets on premises<br>0.5 hrs -Call W/ [redacted] on process<br>0.3 hrs -Call W/ Sarim on Hy Mark asset listing<br>0.5 hrs -Various misc. calls with team (BT, Sarim, Matt)<br>0.5 hrs -Emails to various GM's regarding inventory/asset listings.<br>0.5 hrs -call with Jennifer at Fasken's regarding bidding deadlines |
| Matthew Fornazzari | 5/7/2026 | 2 | Discussion with Adnan & Distribution of CIS + Process Letters for JDS.<br>Email correspondence and NDA acknowledgements<br>Contact information for additional BR potential parties<br>Created summary page for the buyers list<br>Process discussion with potential purchaser |
| Sarim Naseer | 5/7/2026 | 0.5 | Review and adjust inventory valuation numbers generated by AI for Hy Mark |
| Sarim Naseer | 5/7/2026 | 1 | Note Google Drive Images in excel format for Hy-Mark |

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| Sarim Naseer | 5/7/2026 | 0.5 | Determine inventory value for Hy-Mark with the help of AI. Review inventory valuation numbers |
| Brian Trainor | 5/7/2026 | 0.1 | Respond to Josie about Elliott issues with ST |
| Brian Trainor | 5/7/2026 | 0.25 | (1) Request the JTP financials for Elliott; and (2) when provided forward them with comments to Josie and NBC |
| Brian Trainor | 5/7/2026 | 0.1 | Respond to John at NBC about Kevin D's request for travel expenses to go to Hy-Mark to do the Hy-Mark asset count |
| Brian Trainor | 5/7/2026 | 0.15 | Email exchanges with Josie regarding Hy-Mark inventory count and asset inspection and listing |
| Brian Trainor | 5/7/2026 | 0.1 | Respond to Jenn about revised timing of bid for Harmony and JDS |
| Brian Trainor | 5/7/2026 | 0.1 | Respond to Josie about Kevin's involvement in the Hy-Mark count and request for compensation |
| Brian Trainor | 5/7/2026 | 0.1 | Respond to [redacted] his question regarding the Pope process and assets for sale |
| Frankie Bruno | 5/7/2026 | 0.5 | Looked for potential buyers in the Coburg region using Google Maps and CapIQ - BR |
| Frankie Bruno | 5/7/2026 | 0.2 | Looked for additional buyers in surrounding regions using Google Maps (Port Hope to Colborne) - BR |
| Frankie Bruno | 5/7/2026 | 0.2 | Looked for additional buyers within 1 hr drive to Coburg (West towards Quinte) using Google Maps - BR |
| Frankie Bruno | 5/7/2026 | 0.2 | Add contact information (phone numbers) of potential buyers by searching through Facebook, LinkedIn, apollo, websites, etc. - BR |

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| Frankie Bruno | 5/7/2026 | 0.7 | Added contact information (emails) of potential buyers by searching through Facebook, LinkedIn, apollo, websites, etc. - BR |
| Brian Trainor | 5/7/2026 | 0.3 | Call with Josie and Jenn to discuss BR |
| Brian Trainor | 5/7/2026 | 0.25 | Planning session with Adnan to complete VDRs |
| Brian Trainor | 5/7/2026 | 0.25 | Intro Call w. [redacted] |
| Adnan Shahid | 5/8/2026 | 4 | 0.5 hrs -Organizing outreach for JDS w/Matt<br>0.5 hrs -Getting JDS Dataroom organized<br>1 hrs -Various email communications with buyers/internal/external parties<br>0.1 hrs -Email to Sara / Anthony regarding customer lists<br>0.4 hrs -Organizing Hy Mark Inventory Count<br>0.5 hrs -Scrubbing Inbox to track all buyers interested in Pope.<br>1 hrs -Cleanup of Sales Data Information from Service Titan |
| Matthew Fornazzari | 5/8/2026 | 4.15 | Circulated Dataroom Access to JD Swallow potential bidders<br>Inventory Discussion with Kevin, Adnan, and Brian<br>Email correspondence and NDA acknowledgements<br>Buyers List Updates with additional names and information<br>Call with Adnan and Brian to discuss Inventory Count<br>Draft Email to circulate dataroom<br>Additional buyer review for Comfort Zone |
| Brian Trainor | 5/8/2026 | 0.1 | Respond to Jenn with thought about revised BR bid |
| Brian Trainor | 5/8/2026 | 0.1 | Respond to [redacted] about the MechCan process. Direct Adnan to provide an NDA |
| Brian Trainor | 5/8/2026 | 0.1 | Respond to [redacted] |

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| Brian Trainor | 5/8/2026 | 0.15 | Respond to [redacted] and provide NDA for execution |
| Brian Trainor | 5/8/2026 | 0.1 | Email Jenn about spelling mistakes in the MechCan process letter with out email addresses |
| Brian Trainor | 5/8/2026 | 0.2 | Follow up with Jenn about questions regarding PIPEDA and phone numbers from [redacted] Research PIPEDA |
| Brian Trainor | 5/8/2026 | 0.1 | Respond to Paul at Elevate and provide an NDA about the MedCan process |
| Brian Trainor | 5/8/2026 | 0.2 | Call to discuss BR with Josie |
| Brian Trainor | 5/8/2026 | 0.2 | Final prep for Hy-Mark Inventory count |
| Brian Trainor | 5/9/2026 | 0.1 | Email exchange with [redacted] about rejection of proposed changes in the NDA |
| Brian Trainor | 5/9/2026 | 0.1 | Follow up with Jenn about approval for revised bid date for Harmony and JDS of June 1 |
| Brian Trainor | 5/9/2026 | 0.15 | Share comments with Josie regarding Adnan's assessment of value of JDS |
| Brian Trainor | 5/9/2026 | 0.2 | Planning session for Inventory Count at Hy-Mark |
| Matthew Fornazzari | 5/11/2026 | 0 | |
| Matthew Fornazzari | 5/11/2026 | 0 | |
| Brian Trainor | 5/11/2026 | 0.1 | Email to Adnan about speak with KCM about their interest. |
| Brian Trainor | 5/11/2026 | 0.25 | Meet with the team to review the BR and CZ buyer lists prior to starting the buyer outreach |
| Brian Trainor | 5/11/2026 | 0.25 | Call with Adnan to go through list of remaining outstanding information for the data room; discuss PIPDAE and status of inventory listings for each of the companies |
| Brian Trainor | 5/11/2026 | 0.2 | Call with the Team to discuss standardizing the bidding formats across offers |

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| Brian Trainor | 5/11/2026 | 0.15 | Call with Max and Adnan about marketing update |
| Brian Trainor | 5/11/2026 | 0.1 | Short call with Adnan about BR. |
| Brian Trainor | 5/11/2026 | 0.15 | Review [redacted]. |
| Brian Trainor | 5/11/2026 | 0.2 | Reviews pictures of the Pope assets with Adan and respond to Nicole about doing an desktop review of the inventory. |
| Brian Trainor | 5/11/2026 | 0.1 | Respond to Nicole about questions on categories of assets to be identified and counted by the auctioneer |
| Brian Trainor | 5/11/2026 | 0.1 | Speak to Adnan about 302 Capital's valuation of the Pope database |
| Brian Trainor | 5/11/2026 | 0.1 | Respond to Ali's second follow up about concerns related to the sale of Pope's assets. |
| Brian Trainor | 5/11/2026 | 0.2 | Respond to Josie's email about BR and then speak with her before the discussion with Melinda and Bart's interest in a non-stalking horse bid. |
| Brian Trainor | 5/11/2026 | 0.2 | Emails with Spencer about redaction of customer data. |
| Brian Trainor | 5/11/2026 | 0.1 | Respond to Josie and Dylan about the JTP FMV valuation |
| Brian Trainor | 5/11/2026 | 0.15 | Review and approve the Hy-Mark, ProAce & Pope Teaser Emails |
| Brian Trainor | 5/11/2026 | 0.1 | Review the MechCan marketing update with Adnan |
| Matthew Fornazzari | 5/11/2026 | 1.5 | Travel to Hymark Warehouse |
| Matthew Fornazzari | 5/11/2026 | 8 | Hy-Mark Inventory Count |
| Maximus Cho | 5/11/2026 | 0.5 | Morning team meeting to kick off the week, aligned on outreach priorities, assigned entities across the team, reviewed status of BR and Comfort Zone processes and confirmed approach before starting calls |

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| Sarim Naseer | 5/11/2026 | 1 | Found contact information for additional buyers regarding BR Plumbing |
| Adnan Shahid | 5/11/2026 | 3.7 | 2 hrs -Various Email communications throughout the day. Buyers/internal/restructuring team. Follow ups.<br>0.7 hrs -Outreach summary for Josie / review of tracker<br>1 hrs -Adjustment to Pope customer list to analyze / organize the data. |
| Matthew Fornazzari | 5/11/2026 | 1.5 | Travel From  Hymark Warehouse |
| Sarim Naseer | 5/11/2026 | 0.7 | Added contact information for buyers including emails and phone numbers. |
| Sarim Naseer | 5/11/2026 | 0.6 | Researched and added additional buyers for BR Plumbing from Google Maps & CapIQ. |
| Sarim Naseer | 5/11/2026 | 0.7 | Researched and added additional buyers for BR Plumbing from AI (Claude, Gemini, ChatGPT & CoPilot). |
| Sarim Naseer | 5/11/2026 | 0.8 | Researched and added additional buyers for Comfort Zone from CapIQ. |
| Sarim Naseer | 5/11/2026 | 0.7 | Researched and added additional buyers for Comfort Zone from AI (Claude, Gemini, ChatGPT & CoPilot). |
| Sarim Naseer | 5/11/2026 | 0.8 | Researched and added additional buyers for Comfort Zone from Google Maps and Google Search. |
| Sarim Naseer | 5/11/2026 | 0.7 | Added contact information for buyers including emails and phone numbers - Comfort Zone. |
| Maximus Cho | 5/11/2026 | 2.5 | Outreach for Comfort Zone across approximately 55 parties, worked through the contact list, sent emails and followed up on prior responses, updated tracker with current status for each party |

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| Maximus Cho | 5/11/2026 | 2.75 | Outreach for BR across approximately 60 parties, sent process materials, followed up on outstanding interest, updated the tracker and built out a new summary table to track response status and next steps by buyer |
| Maximus Cho | 5/11/2026 | 0.5 | Calls with Adnan to sync on outreach progress, talked through which parties had responded, flagged a few names to prioritize follow up on and confirmed next steps for the week |
| Brian Trainor | 5/12/2026 | 0.1 | Review and respond to Josie's email about the value of BR's customer base and FMV of assets |
| Brian Trainor | 5/12/2026 | 0.15 | Review Ali's latest email regarding interest and respond asking for his value for the Pope assets excluding AR and Inventory |
| Brian Trainor | 5/12/2026 | 0.25 | (1) Call with Matt and (2) separate call with Kevin about status of Hy-Mark inventory and asset count; planning to complete the count next week. [redacted] |
| Brian Trainor | 5/12/2026 | 0.2 | Emails with Josie and separately with Elliot with an update on the Hy-Mark assets, update on server and C-Can contents; and question about possible Forklift financing |
| Brian Trainor | 5/12/2026 | 0.1 | Check in with Sarim about developing a [redacted] |
| Brian Trainor | 5/12/2026 | 0.1 | Respond to Josie about move out date of Hy-Mark |
| Brian Trainor | 5/12/2026 | 0.15 | Respond to Ali's email about complications he is experiencing as a result of the ProAce closing and referring to Josie. |

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| Brian Trainor | 5/12/2026 | 0.15 | Respond to Josie about JTP financials; and follow up separately with Elliott about missing information |
| Brian Trainor | 5/12/2026 | 0.15 | Call with Jenn to confirm timing in the process letters for Hy-Mark, ProAce and Pope; And to confirm ETA so we can get them to the buyer and the data rooms opened for these opportunities. |
| Brian Trainor | 5/12/2026 | 0.2 | Email Josie bidding questions on sale of vans, inventory and AR |
| Matthew Fornazzari | 5/12/2026 | 0.5 | Updated Buyers List and ensured tracker was up to date |
| Maximus Cho | 5/12/2026 | 0.5 | Morning call with team to go over the day, reviewed where Pro Ace and Pope outreach stood, confirmed which parties still needed to be contacted and divided up the remaining work |
| Sarim Naseer | 5/12/2026 | 1 | Created an excel workbook for valuation regarding equipment and inventory for Harmony |
| Matthew Fornazzari | 5/12/2026 | 0.4 | Email correspondence and NDA acknowledgements |
| Matthew Fornazzari | 5/12/2026 | 0.8 | Ensuring dataroom access and inviting users to view documents |
| Sarim Naseer | 5/12/2026 | 0.7 | Found contact information for additional buyers regarding Hy Mark [redacted] Found contacts for the first half ~75 buyers. |
| Sarim Naseer | 5/12/2026 | 0.7 | Found contact information for additional buyers regarding Hy Mark [redacted] Found contacts for the second half ~75 buyers. |
| Sarim Naseer | 5/12/2026 | 0.6 | Reviewed contact info added for [redacted]. Confirming that email formats are consistent and phone numbers are added for outreach. |

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| Sarim Naseer | 5/12/2026 | 1 | Researched and added additional buyers for Hy Mark [redacted] Compiled list from Hamilton to Orleans via [redacted] |
| Sarim Naseer | 5/12/2026 | 1 | Researched and added additional buyers for Hy Mark [redacted] Compiled list from Oshawa to Woodstock [redacted] |
| Sarim Naseer | 5/12/2026 | 1 | Researched and added additional buyers for Hy Mark ( [redacted] Compiled list from Ajax to Haliburton v [redacted] |
| Maximus Cho | 5/12/2026 | 2.5 | Outreach for Pro Ace across approximately 60 parties, worked through the list, sent emails and made calls where we had numbers, logged all responses and updated the tracker throughout |
| Maximus Cho | 5/12/2026 | 1.5 | Spent time on the phone with multiple buyers across different processes, answered questions about the assets, walked a few through the data room and what was available, took notes on each call and followed up by email where needed |
| Maximus Cho | 5/12/2026 | 2 | Outreach for Pope across approximately 60 parties, contacted buyers by email and phone where possible, tracked all inbound responses and updated status for each party in the tracker |
| Brian Trainor | 5/13/2026 | 0.15 | Respond to Josie's email about Ali's concerns and [redacted] and ProAce assets. |

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| Brian Trainor | 5/13/2026 | 0.35 | Call with [redacted] to discuss interest in all the businesses |
| Brian Trainor | 5/13/2026 | 0.35 | Call with Josie to discuss issues gathering accurate current asset lists |
| Brian Trainor | 5/13/2026 | 0.5 | Call with [redacted] about interest in Swallow |
| Matthew Fornazzari | 5/13/2026 | 0.5 | Calls with Adnan and Sarim to discuss Hy-Mark Marketing |
| Brian Trainor | 5/13/2026 | 0.1 | Respond to Jenn about Hy-Mark bankruptcy documents |
| Brian Trainor | 5/13/2026 | 0.2 | Respond to [redacted] HVAC about interest in intangible assets and cooperation covenant they are looking for |
| Brian Trainor | 5/13/2026 | 0.25 | Discussion with Josie about BR and [redacted]. Plan B for the sale of the vehicles. Progress update on other companies. |
| Maximus Cho | 5/13/2026 | 1.5 | Processed NDAs that came in, sent outstanding NDAs to parties that had not yet signed, worked through a backlog of follow up emails and handled various admin tasks related to the process including confirming contact details and updating records |
| Adnan Shahid | 5/13/2026 | 3.7 | 1.5 hrs -Various follow ups for VDR access / directing the team on next steps and doc uploads<br>1.2 hrs -Review of tracker to ensure all parties are accounted for<br>1 hrs -Emails w/ various buyers to respond to clarifying questions |
| Matthew Fornazzari | 5/13/2026 | 2.1 | Initial outreach for the additional identified parties for Hy-Mark |
| Matthew Fornazzari | 5/13/2026 | 0.1 | Sent Brian Email on C-Can |
| Matthew Fornazzari | 5/13/2026 | 0.2 | Email to Kevin to organize Second day count |
| Matthew Fornazzari | 5/13/2026 | 0.3 | Email correspondence and NDA acknowledgements |
| Matthew Fornazzari | 5/13/2026 | 0.3 | [redacted] and setup. |

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| Matthew Fornazzari | 5/13/2026 | 0.1 | Email to [redacted] |
| Sarim Naseer | 5/13/2026 | 0.5 | Internal call with Matthew to confirm outreach list regarding Hymark GTA perimeter and confirm contact info for outreach as well as replace any missing contacts. |
| Sarim Naseer | 5/13/2026 | 0.5 | Internal call with Adnan to confirm outreach list for Hy Mark and categorize GTA perimeter for outreach. |
| Maximus Cho | 5/13/2026 | 1.25 | Set up VDR access for newly onboarded parties, sent invite notifications, organized folder structure, confirmed permissions were set correctly and followed up with parties who had reported access issues |
| Maximus Cho | 5/13/2026 | 1.5 | Went back through the outreach lists from the prior two days and followed up with anyone who had not responded, also reached out to consolidators separately to gauge interest and share process materials |
| Maximus Cho | 5/13/2026 | 1 | Continued working through outstanding follow up emails and admin tasks, responded to inbound questions, updated trackers, confirmed next steps with a few parties and made sure nothing fell through the cracks from earlier in the week |
| Brian Trainor | 5/14/2026 | 0.3 | Call with Adnan and Angela to discuss domain, digital, google & Facebook assets - access and help transferring them |
| Brian Trainor | 5/14/2026 | 0.1 | Call with Kevin to confirm ETA of Hy-Mark and CZ inventory valuation and asset counts |
| Brian Trainor | 5/14/2026 | 0.15 | Finalize BR and CZ CIMs |

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| Brian Trainor | 5/14/2026 | 0.2 | Respond to Josie about status of the domains, google and digital assets and preparations to close. Also sent questions on MechCan AR |
| Brian Trainor | 5/14/2026 | 0.1 | Call with Max about managing the digital assets, and transfer of domains, digital assets & Facebook assets |
| Brian Trainor | 5/14/2026 | 0.15 | Respond to [redacted] to confirm we will transfer domains and digital assets on a best efforts basis. ETA of process letter and offer agreement. |
| Maximus Cho | 5/14/2026 | 0.5 | Several internal meetings throughout the day covering deal status, open items across entities, feedback on CIMs and coordination on next steps, took notes and flagged action items coming out of each |
| Matthew Fornazzari | 5/14/2026 | 0.5 | Discussion with Brian and Adnan for next steps on the buyers list |
| Sarim Naseer | 5/14/2026 | 0.2 | Internal team call to confirm tasks for the day (transfer of Bell phone #'s procedure, sort Hy Mark customer list, organize Pope & Sons inventory images) |
| Sarim Naseer | 5/14/2026 | 0.7 | Out of scope - Called Bell and confirmed procedure for transferring phone numbers for MechCan entities. |
| Adnan Shahid | 5/14/2026 | 3 | 2 hrs -Various email exchanges, buyers, GM's of the entities + internal emails to get organized.<br>1 hrs -Dataroom review / uploads |
| Matthew Fornazzari | 5/14/2026 | 0.8 | Email correspondence and NDA acknowledgements |
| Matthew Fornazzari | 5/14/2026 | 0.2 | Cleaned up Buyers List |
| Matthew Fornazzari | 5/14/2026 | 0.3 | Invited interested parties into the dataroom |

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| Matthew Fornazzari | 5/14/2026 | 0.7 | Checked in with Co-op assisting Hy-Mark Inventory data. |
| Sarim Naseer | 5/14/2026 | 0.7 | Out of scope - Created folders to categorize inventory images for Pope & Sons |
| Sarim Naseer | 5/14/2026 | 0.8 | Out of scope - Organized and renamed inventory images for Pope & Sons. |
| Sarim Naseer | 5/14/2026 | 0.7 | Out of scope - Sorted Hy Mark customer list data to differentiate between individuals and corporations. Used copilot to aid with separation in excel tabs. |
| Sarim Naseer | 5/14/2026 | 0.9 | Out of scope - Sorted Hy Mark customer list data to differentiate between individuals and corporations. Reviewed the list, consisting of 2000+ excel rows. |
| Sarim Naseer | 5/14/2026 | 0.9 | Out of scope - Sorted Hy Mark customer list data to differentiate between individuals and corporations. Manually removed and added names from different lists to ensure the correct categorization is completed. Used personal emails to aid in the categorization. |
| Brian Trainor | 5/14/2026 | 0.1 | Respond to Josie about the Pope process letter; Request an update the 3 APAs for BR, Pope and Pro-Ace |
| Brian Trainor | 5/14/2026 | 0.25 | Planning call with Adnan to review VDRs |
| Maximus Cho | 5/14/2026 | 0.5 | Sent VDR access notifications to newly added parties, followed up with a few who had not confirmed receipt and made sure all active buyers had the access they needed ahead of upcoming deadlines |

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| Maximus Cho | 5/14/2026 | 1.5 | Worked through NDAs received, chased outstanding ones, responded to follow up emails from buyers and dealt with various admin items tied to the process including updating contact lists and confirming access for new parties |
| Maximus Cho | 5/14/2026 | 1.5 | Turned comments on the JD Swallow CIM, addressed outstanding feedback section by section, updated financials to reflect current figures and cleaned up formatting and language throughout the document |
| Maximus Cho | 5/14/2026 | 1.5 | Turned comments on the Hy-Mark CIM, worked through each section to address feedback, updated the financial exhibits to reflect the latest numbers and made formatting and narrative edits throughout |
| Frankie Bruno | 5/14/2026 | 0.2 | Internal team call to confirm tasks for the day (Hy Mark inventory images to be organized) |
| Frankie Bruno | 5/14/2026 | 0.5 | Scanning through Computer & Office equipment images and sorting via excel including a description of the image- Hy Mark |
| Frankie Bruno | 5/14/2026 | 0.5 | Scanning through Vehicles images and sorting via excel including a description of the image - Hy Mark |
| Frankie Bruno | 5/14/2026 | 0.5 | Scanning through Equipment images and sorting via excel including a description of the image - Hy Mark |
| Frankie Bruno | 5/14/2026 | 0.2 | Scanning through Forklift & Inventory images and sorting via excel including a description of the image - Hy Mark |

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| Frankie Bruno | 5/14/2026 | 0.3 | Uploading and renaming images of computer & office equipment to put in server - Hy Mark |
| Frankie Bruno | 5/14/2026 | 0.2 | Separating Sheet Metal from other Equipment in excel - Hy Mark |
| Frankie Bruno | 5/14/2026 | 0.3 | Uploading and renaming images of equipment and inventory items to put in server - Hy Mark |
| Frankie Bruno | 5/14/2026 | 0.3 | Uploading and renaming images of vehicles to put in server - Hy Mark |
| Brian Trainor | 5/15/2026 | 0.1 | Respond to [redacted] about DD and setting up a follow up meeting. |
| Brian Trainor | 5/15/2026 | 0.15 | Send detailed email to Ashton about what we are selling and process for ProAce. |
| Brian Trainor | 5/15/2026 | 0.1 | Respond to [redacted] about access to ProAec google analytics |
| Brian Trainor | 5/15/2026 | 0.1 | Respond to Josie about the update JDS stalking horse bid of $500K. |
| Matthew Fornazzari | 5/19/2026 | 0 | |
| Matthew Fornazzari | 5/19/2026 | 0 | |
| Matthew Fornazzari | 5/19/2026 | 0 | |
| Brian Trainor | 5/19/2026 | 0.15 | Respond to [redacted] with JDS Stalking Horse Agreement |
| Brian Trainor | 5/19/2026 | 0.25 | Discuss improved offer from Stalking Horse for JDS with Josie and Jenn and response |
| Brian Trainor | 5/19/2026 | 0.15 | Respond to Josie on the Hy-Mark inventory levels and unusual write down |
| Brian Trainor | 5/19/2026 | 0.5 | Call with Team to discuss status of remaining outstanding due diligence action items; who is allocated what; hand off of Adnan duties to Ahmed |
| Brian Trainor | 5/19/2026 | 0.5 | Draft and send [redacted]e a detailed email with Process updates; DD updates and other comments on the process. |
| Brian Trainor | 5/19/2026 | 0.15 | Send detailed update to [redacted] |

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| Brian Trainor | 5/19/2026 | 0.25 | Review email from Excel Service, [redacted] and share with team to provide responses |
| Brian Trainor | 5/19/2026 | 0.2 | Call with Adnan to discuss buyer follow up and instructions for the team as well as progress on other priority items |
| Brian Trainor | 5/19/2026 | 0.1 | Send follow up email and Pope updates to [redacted] |
| Brian Trainor | 5/19/2026 | 0.2 | Monitor & review proj flow emails over the course of the day |
| Brian Trainor | 5/19/2026 | 0.1 | Respond to [redacted] about JD Swallow assets that are for sale |
| Matthew Fornazzari | 5/19/2026 | 1.5 | OUT OF SCOPE - Travel to Hy-Mark facility from home |
| Sarim Naseer | 5/19/2026 | 1 | Out of scope - Pricing Analysis for John The Plumber. |
| Matthew Fornazzari | 5/19/2026 | 8 | OUT OF SCOPE - Hy-Mark Inventory Count |
| Matthew Fornazzari | 5/19/2026 | 1.5 | OUT OF SCOPE - Travel to Hy-Mark facility from home |
| Maximus Cho | 5/19/2026 | 0.5 | Multiple internal calls to discuss transfer of work ownership from Adnan to the rest of the team |
| Maximus Cho | 5/19/2026 | 0.5 | Scheduling and coordinating calls with ServiceTitan, liaising with Angela to align all parties on timing and agenda, requiring multiple back-and-forth exchanges to confirm availability and ensure relevant parties were looped in |

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| Maximus Cho | 5/19/2026 | 1.5 | Substantial and ongoing volume of correspondence across multiple active workstreams, managing high volumes of inbound and outbound communications with buyers, internal team members, and third parties, each requiring individualized and context-aware responses |
| Maximus Cho | 5/19/2026 | 1.5 | Conducted FMV calculations for JDS assets, requiring review of supporting materials, cross-referencing comparable data, and documenting methodology and conclusions in a presentable format |
| Maximus Cho | 5/19/2026 | 1.5 | Ongoing VDR maintenance and organization including issuing new invitations, adjusting permissions on a per-user basis, restructuring folder hierarchies, and verifying document completeness across all deal parties |
| Maximus Cho | 5/19/2026 | 0.5 | Multiple rounds of phone calls with Reagan to coordinate the Facebook account transfer, each requiring preparation and recap, with progress on the migration requiring hands-on troubleshooting between calls |
| Maximus Cho | 5/19/2026 | 1 | Continued correspondence management and iterative VDR updates in response to evolving buyer activity, requiring staying on top of all active threads and ensuring the VDR reflected the most current state of the deal |
| Brian Trainor | 5/20/2026 | 0.5 | Monitor, review and respond to Proj Flow emails over the course of May 20th |
| Brian Trainor | 5/20/2026 | 0.35 | Preparing talking points for buyer calls & circulate to the team |

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| Brian Trainor | 5/20/2026 | 0.5 | Call with Service Titan |
| Ahmed Elsayed | 5/20/2026 | 1.5 | Two internal team calls - 45 mins ea. Initial one to discuss status and Adnan handover, second one to discuss outreach and call set-up with buyers. |
| Matthew Fornazzari | 5/20/2026 | 3.4 | Email correspondence , sending out updated process letters |
| Adnan Shahid | 5/20/2026 | 2 | 2 hrs -Email exchanges with various buyers, follow ups, internal team communications |
| Matthew Fornazzari | 5/20/2026 | 0.3 | Inventory discussion with Adnan |
| Matthew Fornazzari | 5/20/2026 | 0.5 | Internal meeting with Brian |
| Matthew Fornazzari | 5/20/2026 | 0.8 | Updated Buyers List and ensured tracker was up to date |
| Maximus Cho | 5/20/2026 | 1.5 | Multiple outreach rounds for Comfort Zone and Pope, requiring the same structured and time-intensive outreach and follow-up process managed concurrently with other active processes |
| Maximus Cho | 5/20/2026 | 1.5 | Sorted, reviewed, and systematically organized Process Letters, APAs, and Stalking Horse Agreements into the VDR, requiring familiarity with each document, correct classification, and consistent naming conventions to keep the dataroom navigable for buyers |
| Maximus Cho | 5/20/2026 | 2 | Multiple outreach rounds for BR and Pro Ace, each involving researching or refreshing contact information, personalizing outreach, logging activity in the tracker, and managing responses and follow-ups individually |

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| Maximus Cho | 5/20/2026 | 0.5 | Participated in multiple team meetings, each requiring preparation to give meaningful status updates across all active workstreams, with post-meeting notes and action items to address afterward |
| Maximus Cho | 5/20/2026 | 0.5 | Call with Stuart to coordinate Google account organization, requiring pre-call research into account structure and post-call documentation of agreed next steps and ownership |
| Maximus Cho | 5/20/2026 | 0.5 | Call with Angela to plan and oversee Website and Image migration, involving detailed discussion of logistics, file formats, and sequencing to ensure a clean handoff |
| Maximus Cho | 5/20/2026 | 1.25 | Ongoing email correspondence with prospective buyers and maintenance of the outreach tracker, with each buyer interaction requiring a tailored response and a corresponding tracker update to keep status current |
| Matthew Fornazzari | 5/21/2026 | 0.4 | Call with Brian to discuss NDA issue |
| Ahmed Elsayed | 5/21/2026 | 0.25 | Call with [redacted] for JDS. |
| Ahmed Elsayed | 5/21/2026 | 0.25 | Separate calls with Adnan and Brian to discuss the mechanics of the auction in order to respond to [redacted] |
| Brian Trainor | 5/21/2026 | 0.15 | Respond to Arty with NDA, PL and APA for Hy-Mark; respond to his questions. |
| Brian Trainor | 5/21/2026 | 0.5 | Call with Dean, the [redacted] about DD and to address questions on prep to transfer customer base, phone numbers etc. |
| Brian Trainor | 5/21/2026 | 0.1 | Respond to [redacted] |

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| Brian Trainor | 5/21/2026 | 0.15 | Request clarifications from legal counsel about JD Swallow stalking horse agreement related to bidding rules and the break fee and incremental amount |
| Sarim Naseer | 5/21/2026 | 0.7 | Out of scope - Download and categorize Angela's uploads from internal VDR onto the server. |
| Adnan Shahid | 5/21/2026 | 4 | 1 hrs -Review of inventory /asset lists<br>1 hrs -Directing team on next steps, tasks, and urgent to-do's<br>2 hrs -emails and various communications throughout day to manage buyers |
| Matthew Fornazzari | 5/21/2026 | 0.4 | Uploaded pictures to dataroom |
| Matthew Fornazzari | 5/21/2026 | 0.2 | Discussion with Adnan to discuss photos for dataroom |
| Matthew Fornazzari | 5/21/2026 | 0.4 | Stripping out sheets from master inventory list |
| Matthew Fornazzari | 5/21/2026 | 0.1 | Email to [redacted] |
| Matthew Fornazzari | 5/21/2026 | 0.2 | Email to [redacted] |
| Matthew Fornazzari | 5/21/2026 | 0.2 | VDR email with Dave from Cyclone |
| Matthew Fornazzari | 5/21/2026 | 0.5 | Discussion with [redacted] |
| Matthew Fornazzari | 5/21/2026 | 0.4 | Additional email correspondence with Rick from RB heating |
| Matthew Fornazzari | 5/21/2026 | 0.7 | Sent out Additional follow up and process letters |
| Matthew Fornazzari | 5/21/2026 | 0.4 | Email correspondence and NDA acknowledgements |
| Sarim Naseer | 5/21/2026 | 0.7 | Harmony Equipment Valuation - updated with cost & valuation numbers provided from Anthony |
| Sarim Naseer | 5/21/2026 | 0.8 | Harmony Equipment Valuation - updated with cost & valuation numbers provided from Anthony |
| Maximus Cho | 5/21/2026 | 0.5 | Conducted structured 15-minute internal check-ins with each deal team member, each requiring individual preparation to give a relevant update and generating follow-up tasks to action afterward |

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| Maximus Cho | 5/21/2026 | 0.5 | Buyer call with [redacted] requiring advance preparation including reviewing their profile and prior correspondence, active participation on the call, and post-call follow-up and notes |
| Maximus Cho | 5/21/2026 | 1 | Follow-up outreach for Comfort Zone and ongoing correspondence with new and previously engaged bidders, managing multiple active threads simultaneously at different stages of engagement |
| Maximus Cho | 5/21/2026 | 0.5 | Prepared for buyer calls by conducting a thorough review of Pope and Pro Ace materials, including a focused refresher on available assets, encumbrances, and process timelines to ensure confident deal representation |
| Maximus Cho | 5/21/2026 | 1 | Maintained and updated the outreach tracker and processed VDR access changes, a recurring and detail-sensitive task requiring accuracy to ensure the deal team had a reliable view of buyer engagement |
| Maximus Cho | 5/21/2026 | 0.5 | Reviewed Pro Ace and Pope process materials in depth in preparation for independently leading future buyer calls, requiring sufficient command of deal-specific details to handle questions confidently without support |
| Maximus Cho | 5/21/2026 | 1 | Continued correspondence with interested bidders across all active processes and follow-up outreach to maintain deal momentum, requiring tracking of where each party stood and crafting appropriately timed follow-ups |

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| Maximus Cho | 5/21/2026 | 0.5 | Correspondence with Angela regarding website content, photography, and digital asset logistics, involving reviewing materials, identifying gaps, and coordinating next steps across multiple exchanges |
| Maximus Cho | 5/21/2026 | 0.5 | Ongoing correspondence with Adnan regarding newspaper posting requirements, involving confirming regulatory and process requirements and coordinating on timing and content |
| Frankie Bruno | 5/21/2026 | 0.2 | Built out inventory sheet on excel to sort image items - BR |
| Frankie Bruno | 5/21/2026 | 0.2 | Filled out inventory sheet - BR |
| Brian Trainor | 5/22/2026 | 0.25 | Separate Follow up emails to (1) Arty; (2) Elliott; and (3) Max about locating the Google account information for the companies. |
| Brian Trainor | 5/22/2026 | 0.5 | Call with [redacted] to discuss interest in Ontario companies, and Harmony and meeting with management, other DD requests. |
| Brian Trainor | 5/22/2026 | 0.2 | Call with Kevin and follow up email to [redacted] to discuss status of unionized employees at CZ; follow up email to [redacted] |
| Brian Trainor | 5/22/2026 | 0.1 | Follow up with Elliott for Josie to request Seller Non-Competes and confirm sellers of JDS and CZ |
| Brian Trainor | 5/22/2026 | 0.1 | Respond to Mitch about Pope appraisal |
| Brian Trainor | 5/22/2026 | 0.15 | Took a call from [redacted] to discuss interest in Pope |
| Brian Trainor | 5/22/2026 | 0.15 | Sent Pope appraisal to 302, [redacted]. |

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| Brian Trainor | 5/22/2026 | 0.1 | Respond to [redacted] with update blind JD Swallow employee data and benefits handbook as requested. |
| Brian Trainor | 5/22/2026 | 0.1 | Respond to [redacted]e to confirm bid deadlines |
| Brian Trainor | 5/22/2026 | 0.1 | Respond to Elliott about non-competes for insiders and request SPAs and employment agreement for Ken and Kevin |
| Brian Trainor | 5/22/2026 | 0.1 | Respond to Steve's questions at Enercare |
| Ahmed Elsayed | 5/22/2026 | 0.5 | Call with [redacted]. |
| Ahmed Elsayed | 5/22/2026 | 0.5 | Call with [redacted] |
| Matthew Fornazzari | 5/22/2026 | 0.1 | Email correspondence with [redacted] |
| Matthew Fornazzari | 5/22/2026 | 0.1 | Call with potential buyer |
| Matthew Fornazzari | 5/22/2026 | 0.2 | Call with Brian to discuss edits and emails |
| Matthew Fornazzari | 5/22/2026 | 1.4 | Sent out Banking details to interested parties of JD Swallow |
| Matthew Fornazzari | 5/22/2026 | 0.3 | Setup access to dataroom for interested parties |
| Matthew Fornazzari | 5/22/2026 | 0.3 | Sent NDA to [redacted]. Granted him access to dataroom and confirmed receipt of signed NDA |
| Matthew Fornazzari | 5/22/2026 | 0.4 | Setup Calls with GM's |
| Maximus Cho | 5/22/2026 | 0.5 | Call with [redacted] to address his transaction-related questions, requiring advance familiarity with deal specifics to answer accurately and instill confidence in the process |
| Maximus Cho | 5/22/2026 | 0.5 | Call with [redacted] to walk through their transaction-related questions, requiring the same level of preparation and engagement handled as a separate and independent buyer interaction |

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| Maximus Cho | 5/22/2026 | 0.25 | Formatted and cleaned up the outreach tracker for export, involving reviewing every row for accuracy and consistency, standardizing formatting, and ensuring the exported version was presentable and immediately usable |
| Maximus Cho | 5/22/2026 | 0.5 | Drafted and sent a detailed email to Google to initiate the account recovery process, requiring research into Google's requirements, careful drafting to include all necessary supporting context, and review before sending |
| Maximus Cho | 5/22/2026 | 1 | Prepared a thorough response to [redacted] detailed question list, a time-consuming task requiring careful review of each question, cross-referencing available deal materials, and drafting clear answers while flagging items requiring escalation |
| Maximus Cho | 5/22/2026 | 1.5 | Created and drafted a new paper notice for BR's plumbing and heating division, involving understanding applicable requirements, drafting the notice language, and reviewing for accuracy and completeness before finalization |
| Maximus Cho | 5/22/2026 | 0.5 | Researched and sourced contact details for [redacted] then initiated outreach regarding NDA execution and the investment opportunity, requiring investigative work to find the right contacts followed by personalized outreach and response tracking |

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| Maximus Cho | 5/22/2026 | 1.25 | Multiple phone calls and sustained outreach to Reagan Baird regarding the Facebook account transition, combined with hands-on work on the migration itself, a technically and logistically involved workstream requiring coordination across multiple sessions |
| Maximus Cho | 5/22/2026 | 0.25 | Phone call with Stuart Perreira to advance the Google account migration, requiring pre-call preparation on current status and outstanding blockers with post-call follow-up to keep the workstream moving |
| Maximus Cho | 5/22/2026 | 0.5 | General correspondence management and VDR access processing, an ongoing and time-consuming background task requiring consistent attention throughout the day to avoid bottlenecks for buyers and deal parties |
| Maximus Cho | 5/22/2026 | 0.75 | Invited [redacted] to the dataroom and updated the marketing and outreach tracker to reflect a full day's worth of outreach activity, requiring accurate logging across all active processes to maintain a reliable record of buyer engagement |
| Brian Trainor | 5/23/2026 | 0.15 | Speak to Ali about Pro-Ace bidding rules and resend process letter. |
| Brian Trainor | 5/23/2026 | 0.1 | Respond to [redacted] about questions regarding Spencer's salary and the marketing manager. |
| Matthew Fornazzari | 5/23/2026 | 0.4 | Sent out NDA's and granted access to dataroom for interested parties |

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| Maximus Cho | 5/23/2026 | 1.25 | Meeting with Brian to review the VDR, discuss proposed structural and content changes, and implement those changes, involving active collaboration during the meeting followed by hands-on execution of agreed updates |
| Brian Trainor | 5/24/2026 | 0.1 | Respond to Josie with updated CZ Ad |
| Brian Trainor | 5/24/2026 | 0.1 | Acknowledge email from Jenn regarding Employment Non-Competes and ask about Seller Non-Competes in SPAs |
| Brian Trainor | 5/24/2026 | 0.1 | Review notices with Max on the VDR for Pope & Pro-Ace |
| Ahmed Elsayed | 5/25/2026 | 0.5 | Communication with Josie to figure out [redacted]. Call with Matthew for the same and legal matter. Response to Max on inventories. |
| Ahmed Elsayed | 5/25/2026 | 0.25 | Call with [redacted] |
| Brian Trainor | 5/25/2026 | 0.2 | Call with [redacted] about diligence questions they have about JD Swallow. Discussed [redacted] at Hy-Mark |
| Brian Trainor | 5/25/2026 | 0.2 | (1) Confirm with Josie that phone numbers can be transferred and are protected under the bankruptcy act; (2) discuss sharing the vehicle leases with buyers. |
| Brian Trainor | 5/25/2026 | 0.1 | Email [redacted] updated employee data with certifications; |
| Brian Trainor | 5/25/2026 | 0.15 | Draft emails for Max to send to buyers with reminder with process letter, APA and wire instructions for Pro-Ace and Pope. |

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| Brian Trainor | 5/25/2026 | 0.1 | Respond to [redacted] declining deadline extension and asking him for an alternative email to provide DD room data so he can access in Europe. |
| Ahmed Elsayed | 5/25/2026 | 0.5 | Call with Josie for Todd.<br><br>Call with Matthew for assistance with email responses and drafting responses. |
| Brian Trainor | 5/25/2026 | 0.5 | Assist Matt with detailed [redacted] questions and respond to [redacted] |
| Brian Trainor | 5/25/2026 | 0.1 | Respond to Nicole about clean out date of Pope premises |
| Brian Trainor | 5/25/2026 | 0.2 | Discussion with Josie about approval for stalking horses introductions to bidders; [redacted] |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Sent email to [redacted] |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Called [redacted] and got him the NDA |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Added blind employee list to dataroom |
| Matthew Fornazzari | 5/25/2026 | 0.3 | Edited Inventory listing for Hy-mark and sent to Brian |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Sent email to Bart asking for a call. |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Confirmed receipt and of [redacted] NDA and sent access into dataroom |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Emailed [redacted] to ask for GM Questions |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Shared GM Questions with Bart from BR |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Emailed [redacted] asking for GM agenda questions |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Updated Inventory valuation and uploaded to VDR. |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Additional email to [redacted] asking for separate GM Agenda's |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Asked GM's for software that they use. |
| Matthew Fornazzari | 5/25/2026 | 0.7 | Worked through GM Questions and sent to Ken at JDS. |

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| Matthew Fornazzari | 5/25/2026 | 0.1 | Setup call with [redacted] |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Call with Brian to discuss next steps |
| Matthew Fornazzari | 5/25/2026 | 0.3 | Call with Ahmed to discuss emails |
| Matthew Fornazzari | 5/25/2026 | 0.5 | Buyer discussion with [redacted] |
| Matthew Fornazzari | 5/25/2026 | 0.1 | Call with Brian to discuss edits and emails |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Call with Ken from JDS and Brian |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Initial call with Ken from JDS |
| Matthew Fornazzari | 5/25/2026 | 0.2 | Additional email to Bart with our comments on the GM Agenda |
| Brian Trainor | 5/25/2026 | 0.1 | Respond to [redacted] about [redacted] at Hy-Mark |
| Brian Trainor | 5/25/2026 | 0.1 | Respond to Jason with the APA; Respond to Melina about marking up the APA. |
| Brian Trainor | 5/25/2026 | 0.1 | review response to Hy-Mark database questions |
| Brian Trainor | 5/25/2026 | 0.2 | Prepare and circulate a marketing update to the team with comments |
| Maximus Cho | 5/25/2026 | 1 | Sent reminder email to [redacted] reinforcing the June 1 bid deadline, APA submission requirement and [redacted] deposit requirement, requiring review of process letter terms before drafting to ensure accuracy. Re-attached and re-sent full suite of process materials to all bidders to ensure bidders had everything needed to proceed, including confirming which documents were most current before distribution. |

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| Maximus Cho | 5/25/2026 | 1.5 | Followed up internally on ServiceTitan data location and availability for bidders to ensure information could be shared accurately and promptly. Reviewed employee data upload and confirmed the data room reflected the latest version. Confirmed Comfort Zone inventory data availability before engaging externally to avoid creating inconsistencies. Flagged server access issues to [redacted] and coordinated VPN troubleshooting steps to restore the ability to upload and edit files in the VDR. |
| Maximus Cho | 5/25/2026 | 1 | Responded to [redacted] on service agreement status, confirming it was not active, and addressed whether ServiceTitan data and account access would transfer to buyers, requiring internal verification before responding. Received and worked through a detailed set of follow-up questions from him covering customer data quality, dataset value and bid sizing considerations, each requiring a considered and accurate response. |
| Maximus Cho | 5/25/2026 | 0.5 | Coordinated with Brian Trainor via Teams on how to respond to buyer bid level guidance questions, requiring real-time internal alignment before any external communication. Aligned on a strategy of delaying certain responses until more information was available to avoid creating any process risk or inconsistent messaging. |

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| Maximus Cho | 5/25/2026 | 0.5 | Set up and confirmed call with [redacted] and her team for Wednesday at 9am, including requesting contact details to run a conference call, confirming phone logistics and coordinating participation details across multiple parties to ensure a smooth and productive session. |
| Maximus Cho | 5/25/2026 | 1 | Handled [redacted] data room access issues related to accessing the VDR from Europe, troubleshooting the issue and coordinating a resolution. Managed his internal request for a bid deadline extension by confirming that no extensions would be granted under any circumstances before crafting and sending an appropriate external response. Separately tracked the formal withdrawal of [redacted] from the JD Swallow process and confirmed no further action was required. |
| Maximus Cho | 5/25/2026 | 1 | Handled vehicle discrepancy questions from [redacted] related to missing units and mismatched details between the appraisal and the asset list, requiring a thorough internal review before responding. Addressed requests for granular customer database information including city-level data and overlap analysis, coordinating with Barrington on revenue breakdown limitations and confirming that certain store-level data was unavailable before communicating externally. |
| Ahmed Elsayed | 5/26/2026 | 0.25 | ServiceTitan call with the finance manager. |

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| Brian Trainor | 5/26/2026 | 0.2 | Email exchange with Josie and NBC about disclosing inventory valuation. |
| Brian Trainor | 5/26/2026 | 0.15 | Discuss the [redacted] with the Ahmed and Sarim to finalize |
| Brian Trainor | 5/26/2026 | 0.25 | Call with Elliott about remaining data with need from ST and Customer Marketing Summaries. As well as discuss inventory procedure questions at the companies. |
| Brian Trainor | 5/26/2026 | 0.1 | Email [redacted] he ST Customer Marketing Summary Report for Pope & Pro-Ace |
| Brian Trainor | 5/26/2026 | 0.1 | Respond to [redacted] with Pro-Ace Customer Marketing Summary Report. |
| Brian Trainor | 5/26/2026 | 0.1 | Respond to Josie about Hy-Mark inventory and include valuation |
| Brian Trainor | 5/26/2026 | 0.1 | Second follow up email to NBC and Josie about the Hy-Mark inventory |
| Brian Trainor | 5/26/2026 | 0.2 | A few emails exchanges with [redacted] about updated DD & responding to Service Titan questions |
| Brian Trainor | 5/26/2026 | 0.15 | [redacted] called with interest in Pope. We had an initial discussion about the process and then Max sent him the NDA to sign. |
| Brian Trainor | 5/26/2026 | 0.1 | Email exchange with [redacted] about interest in JD Swallow [redacted] |
| Brian Trainor | 5/26/2026 | 0.2 | Draft bidder follow up email for the team and meet with Matt and Max to discuss |
| Brian Trainor | 5/26/2026 | 0.15 | Follow up with [redacted] with updates on DD and interest in calls with GMs |
| Brian Trainor | 5/26/2026 | 0.25 | Call with [redacted] about an offer for Pope Assets [redacted] |
| Ahmed Elsayed | 5/26/2026 | 1 | Call with the broader group for an update and jtp |
| Brian Trainor | 5/26/2026 | 0.45 | Update call with NBS |

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| Brian Trainor | 5/26/2026 | 0.15 | Reach out to Spencer about [redacted]; Email Jenn for the agreement; Email Josie to respond to his email with draft response. |
| Matthew Fornazzari | 5/26/2026 | 0.1 | Email with Brian |
| Matthew Fornazzari | 5/26/2026 | 0.2 | Emailed the GM's looking for available times to meet |
| Matthew Fornazzari | 5/26/2026 | 0.1 | Email correspondences with 2 parties who passed |
| Matthew Fornazzari | 5/26/2026 | 0.2 | Sent email to [redacted] |
| Matthew Fornazzari | 5/26/2026 | 0.1 | Found Inventory for Hy-Mark for Brian and sent via email |
| Matthew Fornazzari | 5/26/2026 | 0.4 | Email Billing information to Interested parties for Hy-Mark |
| Matthew Fornazzari | 5/26/2026 | 0.7 | Email Billing information to Interested parties for Harmony |
| Matthew Fornazzari | 5/26/2026 | 0.5 | Call with [redacted] |
| Matthew Fornazzari | 5/26/2026 | 0.2 | Additional call to loop in [redacted] |
| Matthew Fornazzari | 5/26/2026 | 0.1 | Sent Bart's responses to [redacted] |
| Matthew Fornazzari | 5/26/2026 | 0.5 | Email Billing information to Interested parties for JDS |
| Matthew Fornazzari | 5/26/2026 | 0.1 | Additional confirmation call with [redacted] |
| Matthew Fornazzari | 5/26/2026 | 0.6 | Call with [redacted] |
| Matthew Fornazzari | 5/26/2026 | 0.3 | Sent NDA to Emil. Acknowledged and let him into VDR |
| Matthew Fornazzari | 5/26/2026 | 0.1 | Redacted employee names for Comfort Zone and put on VDR |
| Matthew Fornazzari | 5/26/2026 | 0.3 | Call to input new answers to GM Questions from [redacted] |
| Matthew Fornazzari | 5/26/2026 | 0.2 | Internal meeting with Brian |
| Matthew Fornazzari | 5/26/2026 | 0.4 | Worked through additional customer data with Max & Brian |
| Matthew Fornazzari | 5/26/2026 | 0.2 | Updated Buyers List with [redacted] + Highlighted emails to send out |
| Brian Trainor | 5/26/2026 | 0.1 | Respond to [redacted] about BR non-competes |
| Brian Trainor | 5/26/2026 | 0.15 | Review remaining [redacted] questions with Matt |

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

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

Court File No. BK-26-03354893-31

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

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

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