COM-July 21, 2026

COURT FILE NUMBER / BANKRUPTCY ESTATE NUMBER	B301-354154 25-3354154
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF HARMONY HEATING AND AIR CONDITIONING INC.
DOCUMENT	**APPLICATION FOR APPROVAL OF AN ASSET PURCHASE AGREEMENT AND VESTING ORDER AND ANCILLARY RELIEF**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**PROPOSAL TRUSTEE'S COUNSEL** Fasken Martineau DuMoulin LLP 350 – 7th Avenue SW, Suite 3400 Calgary, Alberta T2P 3N9 Attention: Dylan Chochla / Jessica Cameron Telephone: (416) 868-3425 / (403) 261-9468 E-Mail: dchochla@fasken.com / jcameron@fasken.com

NOTICE TO RESPONDENTS: See Attached Service List at Schedule "A"

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date	July 21, 2026
Time	3:30 p.m.
Where	Calgary Court Centre, 601 - 5 Street SW, Calgary, Alberta, T2P 5P7
Before Whom	The Honourable Justice R.W. Armstrong, Commercial List

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. BDO Canada Limited ("**BDO**") in its capacity as Proposal Trustee of Harmony Heating & Air Conditioning Inc. ("**Harmony**" or the "**Company**") seeks:

   (a) an approval and vesting order ("**AVO**") substantially in the form appended hereto as **Schedule "B"**, granting the following relief, among other things:

      (i) abridging the time for service of this Application and the supporting materials, if necessary, and deeming service thereof to be good and sufficient;

      (ii) approving a transaction for the sale of substantially all of Harmony's business and Property via an asset purchase transaction (the "**Transaction**") to 2811153 Alberta Ltd. ("**281 Alberta**" or the "**Purchaser**") pursuant to an Amended and Restated Stalking Horse Asset Purchase Agreement between Harmony and 281 Alberta dated July 15, 2026 (the "**Asset Purchase Agreement**");

      (iii) upon execution and delivery of a certificate of the Proposal Trustee confirming closing of the Transaction, vesting in the Purchaser all of the right, title, and interest in the Purchased Assets (as defined in the Asset

Purchase Agreement) free and clear of all liens, charges, security interests, and encumbrances;

(iv) assigning, conveying and transferring to the Purchaser the rights and obligations of Harmony under the contracts listed under Schedule "A" to the Assignment Order (the "**Assigned Contracts**"); and

(v) sealing the Confidential Supplemental Report of the Proposal Trustee dated as of July 15, 2026 (the "**Confidential Supplemental Report**") and the Confidential Appendices thereto (defined below).

(b) an order (the "**Ancillary Relief and Distribution Order**") substantially in the form appended hereto as **Schedule "C"** granting the following relief, among other things:

(i) authorizing and directing the Proposal Trustee, for and on behalf of the Company, to change the Company's corporate name and amend the title of these proceedings accordingly;

(ii) approving the Second Report of the Proposal Trustee dated June 11, 2026 (the "**Second Report**") and the Third Report of the Proposal Trustee dated July 15, 2026 (the "**Third Report**") and the actions, conduct, and activities of the Proposal Trustee set out therein;

(iii) approving the fees and disbursements of the Proposal Trustee and its legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**"), for the period from April 15, 2026 to July 15, 2026 and the Fee Reserve (defined below); and

(iv) authorizing and directing the Proposal Trustee to make the proposed Distributions (defined below).

2. Such further and other relief as this Honourable Court may seem just.

Grounds for making this application:

<u>Background to Proceedings</u>

3. The Company is a privately held corporation incorporated pursuant to the *Business Corporations Act* (Alberta) on March 18, 2008. The Company specializes in the supply, installation and maintenance of heating, ventilation, and air conditioning ("**HVAC**") systems for residential and commercial customers.

4. On March 31, 2026, the Company filed a Notice of Intention to Make a Proposal (**"NOI"**) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the **"BIA"**). BDO was named as the Licensed Insolvency Trustee (in such capacity, the **"Proposal Trustee"**) in respect of the NOI (such proceedings commenced by filing the NOI, the **"Proposal Proceedings"**).

5. In addition to the Company's filing of the NOI, between March 31, 2026 to April 10, 2026, certain of the Company's affiliates and other members of the MechCan Group filed their own respective Notices of Intention to Make a Proposal under the BIA in Ontario (collectively the "**MechCan Group NOIs**"), and BDO was also named as the Proposal Trustee in respect of the MechCan Group NOIs.

6. On April 29, 2026, Justice Bourque granted an order (the "**Initial Proposal Order**"), among other things:

   (a) extending the time by which the Company may file a proposal by 45 days up to and including June 15, 2026;

   (b) granting a first ranking administration charge over all of the Company's current and after-acquired assets, undertakings, and property (collectively, the "**Property**") in favour of Reconstruct LLP ("**Reconstruct**"), as counsel to the Company, the Proposal Trustee, the Sales Agent (defined below), and Fasken as counsel to the Proposal Trustee (and together with Reconstruct, the Proposal Trustee and the Sales Agent, the "**Professional Group**"), to secure payment of their professional fees incurred in connection with these Proposal Proceedings in the maximum aggregate amount of $100,000 plus taxes and disbursements (the "**Administration Charge**");

(c) approving the DIP Facility in the maximum principal amount of $25,000 and the proposed Term Sheet (each as defined below);

(d) granting a charge over the Property to secure repayment of any borrowings under the Term Sheet in priority to all other encumbrances other than the Administration Charge (the "**DIP Lender's Charge** ");

(e) granting the Proposal Trustee the authority to exercise certain enhanced powers that are in addition to the duties and powers prescribed under the BIA;

(f) approving the First Report of the Proposal Trustee and its activities set out therein; and

(g) 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**");

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

(i) approving and authorizing the Company, *nunc pro tunc,* to enter into a stalking horse asset purchase agreement dated April 24, 2026 (the "**Stalking Horse Agreement**") among the Company as vendor, and 2811153 Alberta Ltd. (the "**Stalking Horse Bidder**") as purchaser, provided that any definitive agreement to be executed by the Company in respect of the sale of all or part of the Property (as defined in the Initial Proposal Order) would require further approval of the Court;

(j) approving the Break Fee as contemplated in the Stalking Horse Agreement; and

(k) authorizing and directing the Proposal Trustee and the Sales Agent to take such steps as they deem necessary or desirable to carry out the Sale Process.

7. On June 12, 2026 this Court subsequently granted a further extension of the Stay Period up to and including July 30, 2026 (the "**Second Order**").

<u>The Sales Process Overview</u>

8. In addition to the Sale Process respecting the Company, the Proposal Trustee, through the Sales Agent, was concurrently conducting six parallel sale processes in the other proposal proceedings respecting the MechCan Group related entities (the "**Affiliate Sale Processes**"). Under each respective sale process, there was a possibility for bidders to submit aggregated bids for more than one entity of the MechCan Group.

9. The Court-approved stalking horse Sale Process provided for a single phase sales process with an initial bid deadline of May 25, 2026 (the "**Initial Bid Deadline**"), with the potential to hold a run-off auction (the "**Auction**") on or after May 30, 2026.

10. The Proposal Trustee, in consultation with the Sales Agent, revised the Initial Bid Deadline to June 1, 2026 (the "**Bid Deadline**"), in order to allow for a single bid deadline across the Affiliate Sale Processes and to simplify the process for Qualified Bidders who wanted to submit aggregated bids for more than one entity in the MechCan Group. Similarly, the timeline to conduct the Auction was also extended on several occasions until June 10, 2026.

11. The Sales Agent conducted the Sale Process and undertook extensive marketing efforts for the Company's Business and Property, including the following highlights:

   (a) prepared a Teaser to solicit interest in the opportunity and compiled a distribution list of potentially interested parties with the assistance of the Proposal Trustee;

   (b) undertook a broad marketing approach and reached out to 80 potential parties on the distribution list;

   (c) posted advertisements in the *Globe & Mail* (National Edition);

   (d) assisted the Company in the compilation of key due diligence information and established a virtual data room ("**VDR**");

   (e) executed non-disclosure agreements with 18 interested parties to gain access to the VDR; and

(f) reviewed and considered the bids and assisted in the development of the Auction Rules.

12. By the Bid Deadline, the Sales Agent received two Qualified Bids in addition to the Stalking Horse Bid of 281 Alberta. On June 3, 2026, the Proposal Trustee, through its counsel, contacted the Qualified Bidders to provide the particulars of the Auction and invite them to participate.

13. Following this correspondence, the Proposal Trustee investigated certain allegations regarding the conduct of the principal of the Stalking Horse Bidder, which caused the Auction to be adjourned for a short period of time. The Proposal Trustee received satisfactory responses to these allegations, and determined that it was prepared to proceed to the Auction.

14. The Proposal Trustee's counsel, Fasken, held the Auction virtually on June 10, 2026, in accordance with the Court-approved Sale Process and the Auction Rules therein. One Qualified Bider in addition to the Stalking Horse Bidder participated in the Auction in accordance with such rules.

15. The Proposal Trustee set the opening bid at the auction and proceeded in subsequent rounds in an amount equal to the Minimum Bid Increment of $50,000. The Proposal Trustee established a bid amount for each round and called on the bidders to advise if they would bid at the established amount. Confirmation of participation in a bidding round entitled the bidders to participate in the next round of bidding. The Proposal Trustee offered off-screen adjournments at set bid increments to the Auction Participants, which breaks the Auction Participants could waive to continue bidding if they desired.

16. In round nine of the Auction, 281 Alberta submitted the Successful Bid for substantially all of the Company's Business and Property, which represented the highest and best offer available for the Company's Business and Property.

17. Following the Auction, the Proposal Trustee advised the Company, 281 Alberta and the other auction participant that 281 Alberta was the Successful Bidder and the next highest bid at the Auction would stand as the Back-up Bid.

Transaction Structure

18. The Company, with the support of the Proposal Trustee, worked diligently with 281 Alberta to finalize the definitive documents and entered into the Asset Purchase Agreement on July 15, 2026.

19. The key terms of the Transaction pursuant to the Asset Purchase Agreement are as follows:

Asset Purchase Agreement	
Purchaser	2811153 Alberta Ltd. The Purchaser is owned and/or controlled by Anthony Fisher, who is a director and minority owner of Harmony.
Vendor	Harmony Heating and Air Conditioning Inc.
Purchase Price	The Purchase Price is found in the unredacted Asset Purchase Agreement in Confidential Appendix B. The Purchase Price exceeds the purchase price under the Harmony Stalking Horse Bid. The Purchase Price includes an Accounts Receivable Payment found in the unredacted Asset Purchase Agreement in Confidential Appendix B.
Purchased Assets	The Purchaser will acquire the tangible and intangible assets, properties and rights owned by Harmony and necessary to operate the Business in the ordinary course, and those listed in Schedule “A” to the Asset Purchase Agreement, including but not limited to: a) Assumed Contracts; b) Books and Records; c) Claims of the Company; d) Equipment; e) Vehicles owned by the Company; f) Inventory and Supplies; g) Receivables; h) All customer lists and supplier lists; i) All rights and interests under or pursuant to all warranties, representations and guarantees, express implied or otherwise, of or made by suppliers or others in connection with the Purchased Assets or otherwise related to the Business; and

	j) All other property, assets and undertakings of the Company used or related to the Business of whatsoever nature or kind.
Excluded Assets	The Excluded Assets, as outlined in “Schedule B” of the Asset Purchase Agreement, include but are not limited to: a) all cash and cash equivalents; b) the Purchase Price; and c) Excluded Contracts.
Assumed Liabilities	The Assumed Liabilities, as outlined in Schedule “D” of the Asset Purchase Agreement, 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.
Assumed Contracts	The Assumed Contracts, as outlined in Schedule “C” of the Asset Purchase Agreement, are the leases pertaining to motor vehicle collateral bearing the following VINs: a) 1FTFW1E8XPFA10569 b) KL79MRSL9SB024468 c) KL79MRSL9SB027063 d) 1GCWGAFP7R1207184 e) 1GTW7BFP3R1260714

	f) 1GCWGAF71R1273312 g) 1FTBR1XG8RKB61740 h) 1FDXE4FN4SDD16518 i) 1GTW7AFP7S1169106
As is, Where is	The Purchaser will acquire the Purchased Assets on an "as is, where is" basis.
Key Closing Conditions	Among other conditions, closing of the Transaction is conditional upon Harmony delivering a copy of the Approval and Vesting Order and an Assignment Order, if any.
Closing Date	July 24, 2026 or such other date as the Parties may agree to in writing with the consent of the Proposal Trustee.
Outside Date	July 30, 2026

Approval of the Transaction

20. The Proposal Trustee seeks approval of the Transaction and the Asset Purchase Agreement.

21. The Proposal Trustee has conducted an analysis of the estimated realizations for the assets of the Company in a bankruptcy scenario and notes that the net proceeds under the APA exceed the estimated liquidation valuation of the Company in the context of a bankruptcy.

22. The Proposal Trustee supports and recommends that the Transaction be approved and that the AVO be granted as, amongst other things:

(a) the Court-approved Sale Process was commercially reasonable and followed a single phase process conducted by the Sales Agent pursuant to the Initial Proposal Order, which allowed the market to be appropriately canvassed and allowed interested parties to perform their own due diligence;

(b) the Sale Process utilized the Stalking Horse Bid to set the floor price for the Company's Business and Property to create a competitive process;

(c) the Sales Agent conducted the Sale Process in consultation with the Proposal Trustee; and

(d) the Proposal Trustee supports the approval of the Transaction and finds the terms and conditions of the Asset Purchase Agreement to be commercially reasonable, as:

(i) The Purchaser is acquiring the Purchased Assets on an as is, where is basis;

(ii) The Purchase Price is not conditional on the Purchaser obtaining financing, and the APA contains limited closing conditions;

(iii) The APA represents the highest and best realization for the business and assets of the Company in the current circumstances;

(iv) The Purchase Price under the APA exceeds the purchase price under the Stalking Horse Bid; and

(v) The Purchaser and Proposal Trustee for and on behalf of the Company desire to close the Transaction soon after the issuance of the requested AVO, minimizing closing risks;

(e) based on the Proposal Trustee's liquidation analysis, the Transaction will result in significantly higher recoveries than a sale or disposition under a bankruptcy;

(f) the Proposal Trustee has no reason to believe that additional marketing efforts would achieve a superior outcome compared to the APA;

(g) the Transaction will enable the Company to continue as a going-concern, and is expected to benefit various stakeholders as a result including employees, suppliers, customers, and service providers; and

(h) National Bank of Canada ("**NBC**"), the Company's senior-most secured creditor, was consulted throughout the Sale Process and is supportive of the Transaction.

23. Additionally, the Proposal Trustee has considered the fact that the Purchaser meets the definition of a "related person" pursuant to section 65.13(6) of the BIA, and is satisfied that:

(a) good faith efforts were made to sell or otherwise dispose of the Purchased Assets to persons who are not related to the Company, and

(b) the consideration to be received under the APA is superior to the consideration that would be received under any other offer made in accordance with the Sale Process,

each as evident by the robust marketing campaign and conduct of the Auction, as further detailed above.

Assignment Order

24. The Proposal Trustee is also seeking the assignment of the Assigned Contracts to the Purchaser. The Assigned Contracts primarily concern leased vehicles that are used in the course of the Company's operations.

25. The Proposal Trustee is seeking the assignment of the Assigned Contracts in parallel with the ongoing efforts of the Proposal Trustee, the Companies, and the Purchasers to obtain the consents of the relevant contract counterparties.

26. The Purchaser requires the Assigned Contracts to permit the Purchaser to continue to operate the businesses in the ordinary course.

27. None of the Assigned Contracts are agreements that cannot be assigned under the BIA.

28. The Purchaser has agreed to pay any Cure Costs payable to any counterparty of an Assigned Contract. Further, the Purchaser is assuming the Assigned Contracts subject to applicable registrations under the Alberta *Personal Property Security Act,* which are listed in the schedule of Permitted Encumbrances under the AVO.

Sealing Order

29. The Proposal Trustee seeks to seal the Confidential Supplemental Report containing the Proposal Trustee's liquidation analyses in respect of the Company and the confidential appendices thereto, being the summary of the Bids received in the Sale Process and an unredacted copy of the Asset Purchase Agreement (the "**Confidential Appendices**").

30. The Confidential Supplemental Report and the Confidential Appendices include sensitive commercial information regarding the purchase prices, details of the bidding process, and valuations of the Purchased Assets. The disclosure of this information prior to the closing of the Transaction would prejudice any subsequent sale efforts that may be required should the Transaction fail to close, and would hinder the maximization of value to the detriment of the Company's stakeholders.

31. The sealing of the Confidential Supplemental Report and the Confidential Appendices is time-limited, and is requested until the earlier of (a) the date upon which the Transaction has closed, and (b) further order of this Court.

32. In the circumstances, the salutary effects of the proposed sealing order outweigh any deleterious effects that may exist.

The Company's Name Change

33. The Proposal Trustee is also seeking authorization to change the Company's legal corporate name, for and on behalf of the Company, and to amend the title of proceedings accordingly.

34. The name changes are necessary as the Purchaser is acquiring the Company's business name and/or goodwill.

Approval of the Proposal Trustee's Reports and Professional Fees

35. The Proposal Trustee is seeking approval of the Second Report and Third Report and the activities of the Proposal Trustee referred to therein.

36. All actions and activities of the Proposal Trustee have been undertaken in good faith and with due diligence to facilitate the Proposal Proceedings, in accordance with the Proposal Trustee's powers and duties under the BIA and the orders issued in the within proceedings.

37. The Proposal Trustee also seeks approval of the fees and disbursements of the Proposal Trustee and Fasken.

38. The fees and disbursements of the Proposal Trustee, for the period April 1, 2026 to July 14, 2026 is $49,736.68, as described in the Third Report.

39. The fees and disbursements of Fasken for the period April 15, 2026 to July 15, 2026 is $151,105.75, as described in the Third Report.

40. The Proposal Trustee is also seeking approval of a fee reserve of $50,000 (the "**Fee Reserve**") for the remaining fees and disbursements of the Proposal Trustee and Fasken anticipated to be incurred in the Proposal Proceedings until the discharge of the Proposal Trustee.

The Distributions

41. National Bank of Canada ("**NBC**") is the senior-most secured creditor of the Company. NBC holds certain security over the assets of the Company. Fasken has provided the Proposal Trustee with its opinion that, subject to the assumptions and qualifications set out therein, the security granted to NBC is valid and enforceable.

42. The Proposal Trustee is also seeking the Court's authorization to make one or more distributions to NBC from the net proceeds of sale of the Transactions (collectively, the "**Distributions**"), provided that the total amounts of the Distributions do not exceed the aggregate amount of the Company's secured indebtedness to NBC.

43. The Proposal Trustee is seeking the authorization to make the Distributions at this motion to minimize the use of judicial resources and the costs of the Proposal Proceedings.

44. The Distributions will be made subject to the payment of any unpaid amounts owing under the applicable Charges in the Proposal Proceedings, and subject to any holdbacks or deductions that the Proposal Trustee deems appropriate, including in respect of the Fee

Reserve, any Priority Payables, and any other obligations payable in connection with the Proposal Proceedings.

45. As at the date of the Third Report, the Proposal Trustee is not aware of any existing Priority Payables.

Other Grounds

46. The inherent and equitable jurisdiction of this Honourable Court.

47. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

48. The Third Report of the Proposal Trustee dated July 15, 2026, to be filed in this proceeding;

49. The Confidential Supplement to the Third Report of the Proposal Trustee, dated July 15, 2026;

50. The pleadings and materials previously filed in these Proposal Proceedings; and

51. Such further and other material or evidence as indicated by counsel and permitted by this Honourable Court.

Applicable rules:

52. *Alberta Rules of Court*, AR 124/2010.

53. *Bankruptcy and Insolvency General Rules*, CRC, c 368.

54. Such further and other rules as indicated by counsel and permitted by this Honourable Court.

Applicable Acts and regulations:

55. *Bankruptcy and Insolvency Act,* RSC 1985, c B-3, and in particular sections 50.4(9), 64.2, 65.13, 84.1, and 183.

56. The Orders issued in the Proposal Proceedings.

57. The inherent, statutory, and equitable jurisdiction of this Honourable Court.

58. Such further and other Acts and Regulations as indicated by counsel and permitted by this Honourable Court.

Any irregularity complained of or objection relied on:

59. None.

How the application is proposed to be heard or considered:

60. The Applicant proposes that this application be heard before the Honourable Justice R.W. Armstrong on July 21, 2026 at 3:30 pm sitting on the Commercial List, via WebEx video conference, which appearance has been scheduled with the Commercial Coordinator, on affidavit evidence with some or all of the parties present.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

Schedule "A"

EMAIL SERVICE LIST
(As of July 13 2026)

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Counsel for the Stalking Horse Bidder	
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DOCUMENT	**TRANSACTION APPROVAL AND VESTING ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**PROPOSAL TRUSTEE'S COUNSEL** Fasken Martineau DuMoulin LLP 350 – 7th Avenue SW, Suite 3400 Calgary, Alberta T2P 3N9 Attention: Dylan Chochla / Jessica Cameron Telephone: (416) 868-3425 / (403) 261-9468 E-Mail: dchochla@fasken.com / jcameron@fasken.com

DATE ON WHICH ORDER WAS PRONOUNCED: July 21, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice R.W. Armstrong

UPON THE APPLICATION of BDO Canada Limited ("**BDO**") in its capacity as Proposal Trustee of Harmony Heating & Air Conditioning Inc. (the "**Vendor**") pursuant to the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c B-3, as amended (the "**BIA**") for an order that, among other things, (i) approves the sale transaction (the "**Transaction**") contemplated by an amended and restated stalking horse purchase agreement (the "**Asset Purchase Agreement**") between the Vendor, and 2811153 Alberta Ltd., as purchaser (in such capacity, the **"Purchaser**"), dated July 15, 2026; and (ii) vesting in the Purchaser the Vendor's right, title and interest in and to the assets described in the Asset Purchase Agreement (the "**Purchased Assets**"); (iii) assigning to 2811153 Alberta Ltd. (in such capacity, the "**Assignee**") all of the rights, title, interest, and obligations of the Company under the Assigned Contracts (defined below) as contemplated by the Asset Purchase Agreement; and (iv) sealing the Confidential Supplement to the Third Report of the Proposal

Trustee dated July 15, 2026 and the confidential appendices thereto (the "**Confidential Supplemental Report**").

AND UPON HAVING READ the Third Report of the Proposal Trustee BDO Canada Limited, dated July 15, 2026, and the Affidavit of Service of [●], filed;

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Proposal Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Proposal Trustee's Closing**

Certificate"), all of the Vendor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Order of the Honourable Justice Bourque dated April 29, 2026 in the within proceedings (the "**Initial Order**");

(b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;

(c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and

(d) those Claims listed in **Schedule "C"** hereto,

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

4. Upon delivery of the Proposal Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities, in the province of Alberta or any other province (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Proposal Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge

statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Asset Purchase Agreement. Presentment of this Order and the Proposal Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance of the Asset Purchase Agreement .

7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (the "**Net Proceeds**") shall stand in the place and stead of the Purchased Assets from and after delivery of the Proposal Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the Net Proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), neither

the Vendor nor the Proposal Trustee shall make any distributions to creditors of Net Proceeds from sale of the Purchased Assets without further order of this Court, provided however the Vendor may apply any part of such Net Proceeds to repay any amounts secured by either the Administration Charge or the Interim Lender's Charge, as granted by the Initial Order.

8. Except as expressly provided for in the Asset Purchase Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Vendor.

9. Upon completion of the Transaction, the Vendor and all persons who claim by, through or under the Vendor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Vendor, or any person claiming by, through or against the Vendor.

11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Proposal Trustee.

12. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

13. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Vendor or the Proposal Trustee, as the case may be, is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendor was entitled.

ASSIGNMENT OF CONTRACTS

14. Upon delivery by the Proposal Trustee to the Company and the Assignee of the Proposal Trustee's Closing Certificate prescribed by paragraph 3 hereof and payment of all amounts required pursuant to section 84.1 of the BIA:

(a) all of the rights and obligations of the Company under the contracts set forth in **Schedule "E"**, including, in each case, all associated or related agreements, schedules, appendices, addenda, amendments, supplements, restatements, or other modifications made or entered into from time to time (each an "**Assigned Contract**" and collectively, the "**Assigned Contracts**") shall be assigned, conveyed, transferred to and assumed by the Assignee;

(b) the Assignee shall be entitled to all of the rights and benefits and subject to all of the obligations and restrictions pursuant to the terms of each Assigned Contract; and

(c) the Assigned Contracts shall remain in full force and effect and each counterparty to an Assigned Contract shall be prohibited from exercising any rights or remedies under such Assigned Contract and shall be forever barred, enjoined, and estopped from taking any such action (including without limitation, any right of set off against the Assignee in respect of defaults having occurred before the Closing Time) solely by reason of:

(i) any defaults arising from the insolvency of the Company;

(ii) the commencement of these Proposal Proceedings;

(iii) any defaults and/or recapture rights arising from the assignment of the Assigned Contracts to the Assignee; and

(iv) the Company having breached a non-monetary obligation under an Assigned Contract.

15. The assignment to the Assignee of the rights and obligations of the Company under the Assigned Contracts pursuant to the BIA and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including, without limitation, any provision relating to change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to the assignment subject to the satisfaction of all monetary defaults.

16. Nothing herein shall derogate from the obligations of the Assignee to assume the Assigned Contracts and to perform the Assignee's obligations under the Assigned Contracts, and nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of any of the Assigned Contracts which are assigned to the Assignee except as expressly set out to the contrary in any agreement among the Company, the Assignee and the applicable counterparty under the Assigned Contract.

17. If an Assigned Contract is removed from the Purchased Assets prior to the Closing Date in accordance with the APA, then such contract shall cease to be an Assigned Contract for the purposes of this Order on notice to the Company and any counterparties to such Assigned Contract.

SEALING ORDER

18. The Confidential Supplemental Report of the Proposal Trustee, shall immediately be sealed by the Clerk of the Court, kept confidential and shall not form part of the public record,

and shall not be available for public inspection until the earlier of (a) the date upon which the Transaction has closed, or (b) further order of this Court.

19. The Confidential Supplemental Report of the Proposal Trustee shall be sealed and filed in an envelope containing the following statement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE THIRD REPORT OF THE PROPOSAL TRUSTEE, DATED JULY 15, 2026, WHICH SHALL BE SEALED ON THE COURT RECORD AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE UNTIL THE EARLIER OF THE CLOSING OF A TRANSACTION FOR THE ENTIRETY OF THE PROPERTY AS PART OF THESE PROCEEDINGS, OR UNTIL FURTHER ORDER OF THIS COURT.

20. In the event an interested party wishes to unseal the contents of the Confidential Supplemental Report, such interested party may bring an application to Court in the within proceedings on no less than 7 days' notice to the Proposal Trustee.

MISCELLANEOUS MATTERS

21. Notwithstanding:

(a) the pendency of these proceedings and any declaration of insolvency made herein;

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

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

(d) the provisions of any federal or provincial statute,

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

22. The Vendor, the Proposal Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

23. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

24. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

(i) the persons listed on the service list created in these proceedings;

(ii) any other person served with notice of the application for this Order;

(iii) any other parties attending or represented at the application for this Order; and

(iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Proposal Trustee's website at: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mechcangroup, and service on any other person is hereby dispensed with.

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

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Justice of the Court of King’s Bench of Alberta

SCHEDULE "A"
FORM OF PROPOSAL TRUSTEE'S CERTIFICATE

COURT FILE NUMBER / BANKRUPTCY ESTATE NUMBER	B301-354154 25-3354154
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF HARMONY HEATING AND AIR CONDITIONING INC.
DOCUMENT	**PROPOSAL TRUSTEE'S CERTIFICATE**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Fasken Martineau DuMoulin LLP** 350 – 7th Avenue SW, Suite 3400 Calgary, Alberta T2P 3N9 Attention: Dylan Chochla / Jessica Cameron Telephone: (416) 868-3425 / (403) 261-9468 E-Mail: dchochla@fasken.com / jcameron@fasken.com

RECITALS

A. Pursuant to a notice of intention ("**NOI**") filed by Harmony Heating and Air Conditioning Inc. (the "**Vendor**") to make a proposal filed on March 31, 2026 under section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada), the NOI proceedings were commenced by the Vendor and BDO Canada Limited was appointed as the proposal trustee (the "**Proposal Trustee**") of the Vendor.

B. Pursuant to an Order of the Court dated July [●], 2026, the Court approved the asset purchase agreement dated July 15, 2026 (the "**Asset Purchase Agreement** ") between the Vendor and 2811153 Alberta Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser (or its nominee) of a certificate confirming (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Proposal Trustee and the Purchaser (or its nominee); and (iii) the Sale Transaction has been completed to the satisfaction of the Proposal Trustee.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;

2. The conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Proposal Trustee and the Purchaser (or its nominee); and

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

4. This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

BDO CANADA LIMITED, solely in its capacity as Proposal Trustee of the Vendor and not in its personal capacity:

Per: ______________________________

Name:
Title:

SCHEDULE "B"
PURCHASED ASSETS

(a) Assumed Contracts;

(b) Books and Records;

(c) Claims of the Company;

(d) Equipment;

(e) Vehicles owned by the Company;

(f) Inventory and Supplies;

(g) Receivables;

(h) all customer lists and supplier lists;

(i) all rights and interests under or pursuant to all warranties, representations and guarantees, express implied or otherwise, of or made by suppliers or others in connection with the Purchased Assets or otherwise related to the Business; and

(j) all other property, assets and undertakings of the Company used or related to the Business of whatsoever nature or kind.

SCHEDULE "C"
CLAIMS

Secured Party	Registration No	Collateral Description
SUMMIT ACCEPTANCE CORP	21110600292	Serial Number Goods: 4DC4W1D5MS205521 2021 ISUZU NPR HD EFI
SUMMIT ACCEPTANCE CORP	21111720945	Serial Number Goods: 54DC4W1D5MS205521 2021 NPR ISUZU
NATIONAL BANK OF CANADA	24081511544	General: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
SOMERVILLE NATIONAL LEASING & RENTALS LTD.	25121119667	Serial Number Goods: 1FTBR2C80SKB20061 2025 FORD TRANSIT CARGO
SOMERVILLE NATIONAL LEASING & RENTALS LTD.	25121119961	Serial Number Goods: 1FTBR2C82SKB27447 2025 FORD TRANSIT CARGO
SOMERVILLE NATIONAL LEASING & RENTALS LTD.	25121120181	Serial Number Goods: 1FTBR2C85SKB19990 2025 FORD TRANSIT CARGO
SOMERVILLE NATIONAL LEASING & RENTALS LTD.	25121120333	Serial Number Goods: 1FTYE2C8XSKA80657 2025 FORD TRANSIT CARGO
WORKERS' COMPENSATION BOARD/COLLECTION UNIT	26051505939	General: ALL PRESENT AND AFTER-ACQUIRED PROPERTY AND ALL PROPERTY USED IN CONNECTION, PURSUANT TO WCB ACT S129

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Secured Party	Registration No	Make/Model	VIN
FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY	23042613800	2023 Ford F-150	1FTFW1E8XPFA10569
THE BANK OF NOVA SCOTIA	24100505265	2025 Chevrolet Trailblazer	KL79MRSL9SB024468
THE BANK OF NOVA SCOTIA	24100506177	2025 Chevrolet Trailblazer	KL79MRSL9SB027063
THE BANK OF NOVA SCOTIA	24102310242	2025 Chevrolet Express Cargo	1GCWGAFP7R1207184
ROYAL BANK OF CANADA	24112129633	2024 GMC Savana Cargo	1GTW7BFP3R1260714
TD AUTO FINANCE (CANADA) INC.	24121730218	2024 GMC Savana Cargo	1GCWGAF71R1273312
FORD CREDIT CANADA COMPANY	25021006450	2024 Ford T250	1FTBR1XG8RKB61740
FORD CREDIT CANADA COMPANY	25052729097	2025 Ford T450	1FDXE4FN4SDD16518
TD AUTO FINANCE (CANADA) INC.	25060312783	2025 GMC Savana Cargo	1GTW7AFP7S1169106

SCHEDULE "E"
ASSIGNED CONTRACTS

(a) Vehicle leases in accordance with the lease particulars set forth below:

Year	Make	Model	Vin #	KMs	Lease/ Purchase Date	Status	Lender	Branch No.	Loan/Account Number
2023	Ford	F150 Platinum	1FTFW1E8XPFA10569	75218	Apr-23	Lease	Ford Credit		62136591
2025	Chev	Trailblazer	KL79MRSL9SB024468	55818	Sep-24	Finance	Scotiabank		25199714522
2025	Chev	Trailblazer	KL79MRSL9SB027063	50457	Sep-24	Finance	Scotiabank		25199720116
2024	Chev	Express RV	1GCWGAFP7R1207184	20831	Oct-24	Finance	Scotiabank		25199729142
2024	GMC	Savanna	1GTW7BFP3R1260714	34438	Nov-24	Finance	RBC		04993-04630598-001
2024	Chev	Express RV	1GCWGAF71R1273312	42116	Dec-24	Finance	TD	3333	6015591-03
2024	Ford	Transit Van	1FTBR1XG8RKB61740	15502	Feb-25	Finance	Ford Credit		64182582
2025	Ford	Eseries	1FDXE4FN4SDD16518	9023	Mar-25	Finance	Ford Credit		64464956
2025	GMC	Savanna	1GTW7AFP7S1169106	21327	May-25	Finance	TD	3333	6015591-04

Schedule "C"

COURT FILE NUMBER / BANKRUPTCY ESTATE NUMBER	B301-354154 25-3354154
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF HARMONY HEATING AND AIR CONDITIONING INC.
DOCUMENT	**ANCILLARY RELIEF ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**PROPOSAL TRUSTEE'S COUNSEL** Fasken Martineau DuMoulin LLP 350 – 7th Avenue SW, Suite 3400 Calgary, Alberta T2P 3N9 Attention: Dylan Chochla / Jessica Cameron Telephone: (416) 868-3425 / (403) 261-9468 E-Mail: dchochla@fasken.com / jcameron@fasken.com

DATE ON WHICH ORDER WAS PRONOUNCED: July 21, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice R.W. Armstrong

UPON THE APPLICATION of BDO Canada Limited ("**BDO**") in its capacity as Proposal Trustee of Harmony Heating & Air Conditioning Inc. ("**Harmony**" or the "**Company**") pursuant to the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c B-3, as amended (the "**BIA**") for an order that, among other things: (i) authorizes and directs the Proposal Trustee, on behalf of Harmony to change the Company's corporate name and amend the title of these proceedings accordingly; (ii) approves the Second Report of the Proposal Trustee dated June 11, 2026 (the "**Second Report**") and Third Report of the Proposal Trustee dated July 15, 2026 (the "**Third Report**"), (iii) approves the fees and disbursements of the Proposal Trustee and its legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**") and the Fee Reserve (defined below); and (iv) authorizes the Proposal Trustee to make the Distributions (defined below);

AND UPON HAVING READ the Third Report of the Proposal Trustee BDO Canada Limited, dated July 15, 2026, and the Affidavit of Service of [●], filed;

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

CORPORATE NAME CHANGE AND TITLE OF PROCEEDINGS

2. The Proposal Trustee for and on behalf of the Company shall be and is hereby authorized, upon filing of the applicable Proposal Trustee's Certificate (as defined under the Approval and Vesting Order dated July 21, 2026 issued concurrently in this matter), to take any appropriate action to change the name of Harmony to 811703552 Alberta Inc., including but not limited to filing articles of amendment in accordance with the ABCA and registering an amendment, renewal, or cancellation of a registration in accordance with any other federal or provincial legislation, for and on behalf of the Company for the sole purpose of complying with this paragraph 2.

3. That upon (a) the official change of the legal name of the Company as described in paragraph 2 hereof and (b) the Proposal Trustee's delivery of written notice of such change to the service list and the Court, the style of cause of these proposal proceedings shall be hereby amended by being deleted and replaced in its entirety by the following:

   IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 811703552 ALBERTA INC.

APPROVAL OF THE REPORTS AND FEES

4. Each of the Second Report and the Third Report, and the actions, conduct and activities of the Proposal Trustee, as respectively set out therein, are hereby approved, provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize, in any way, such approvals.

5. The professional fees and disbursements of the Proposal Trustee, for the period from April 1 , 2026 to July 14, 2026, as set out in the Third Report and the Affidavit of Josie Parisi appended thereto, are hereby approved.

6. The professional fees and disbursements of Fasken, as counsel for the Proposal Trustee, for the period from April 15, 2026 to July 15, 2026, as set out in the Third Report, are hereby approved.

7. The Proposal Trustee's and counsel for the Proposal Trustee's estimated remaining fees and disbursements as set out in paragraph 63 of the Third Report, in the total combined amount of $50,000 (the "**Fee Reserve**"), are hereby approved, and the Proposal Trustee and Fasken shall not be required to pass their accounts in respect of any further activities in connection with the completion by the Proposal Trustee of its remaining duties in these proceedings, provided that such fees and disbursements do not exceed the Fee Reserve.

DISTRIBUTIONS

8. Upon filing of the applicable Proposal Trustee's Certificate (as defined in the Approval and Vesting Order also dated July 21, 2026 issued in this matter), the Proposal Trustee is hereby authorized, without further order of the Court, to make one or more distributions to National Bank of Canada ("**NBC**") from the net sale proceeds of the Transaction (the "**Distributions**" and each, a **"Distribution**"), provided that the total amount of the Distributions shall not exceed the aggregate amount of the Company's secured obligations to NBC, with interest and other costs continuing to accrue thereon.

9. The Proposal Trustee shall be entitled to deduct and withhold from any Distribution any reserves or deductions considered necessary by the Proposal Trustee in respect of the Fee

Reserve, holdback amounts in respect of any unremitted source deductions, unremitted HST, unpaid wages, unremitted sales taxes, or any other payments ("**Priority Payables**"), and any other obligations related to the Proposal Proceedings or payable in respect of such proceeds.

10. Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**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 Distributions made pursuant to this Order shall each be final and irreversible and shall be binding on any trustee in bankruptcy or receiver that has been or may be appointed in respect of the Company or its property, and shall not be void or voidable by creditors of the Company, nor shall the Distributions constitute nor be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transaction under the BIA, or any other applicable federal, provincial, state or territorial legislation, nor shall the Distributions or any part of them constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal, provincial, state, or territorial legislation and shall, upon receipt of the Distributions, as applicable, by the recipients pursuant to this Order, be free and clear of any and all security interests (whether contractual, statutory, or otherwise), 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 (including the Charges).

11. That subject to the payment in full of all amounts owing to the beneficiaries of the Charges, the Charges shall be terminated, released and discharged.

12. That the Proposal Trustee and its counsel shall have no liability or responsibility, as a result of carrying out any provision of this Order or any other Order granted in the within proceedings, including without limitation the closing of the Transaction, the distribution of the Net Sale Proceeds or any other funds in accordance with this Order or any other Order, save and except for any liability arising as a direct result of gross negligence or wilful misconduct.

MISCELLANEOUS MATTERS

13. The Company, the Proposal Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order.

14. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

15. Service of this Order shall be deemed good and sufficient by:

    (a) Serving the same on:

        (i) the persons listed on the service list created in these proceedings;

        (ii) any other person served with notice of the application for this Order;

        (iii) any other parties attending or represented at the application for this Order; and

        (iv) the Purchaser or the Purchaser’s solicitors; and

(b) Posting a copy of this Order on the Proposal Trustee's website at: https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/mechcangroup,

and service on any other person is hereby dispensed with.

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

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Justice of the Court of King's Bench of Alberta