Grant Thornton

Entered

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JUDICIAL CENTRE OF CALGARY
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COURT FILE NUMBER	**2201-07148**
COURT	**COURT OF QUEEN'S BENCH OF ALBERTA**
JUDICIAL CENTRE	**CALGARY**
PLAINTIFF	**PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. carrying on business as PRIVATE DEBT PARTNERS**
DEFENDANTS	**HOME SOLUTIONS CORPORATION**
DOCUMENT	**RECEIVER'S FIRST REPORT TO COURT AUGUST 10, 2022**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

RECEIVER
Grant Thornton Limited
1100, 322 – 6th Street SW
Calgary, Alberta
T2P 0B2

Attention	Jason Knight/ Par Zilka
Telephone	(403) 260-2494 / (403) 260-2476
Facsimile:	(403) 260-2571
Email:	Jason.Knight@ca.gt.com/ Par.Zilka@ca.gt.com

RECEIVER'S COUNSEL
MLT Aikins LLP
2100 Livingston Place
222 3 Avenue SW
Calgary, Alberta
T2P 0B4

Attention	Catrina Webster
Telephone	(403) 693-4347
Facsimile:	(403) 508-4349
Email:	cwebster@mltaikins.com

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INTRODUCTION AND BACKGROUND

1. On June 28, 2022, on application by Private Debt Partners Senior Opportunities Fund GP Inc. (carrying on business as Private Debt Partners) ("**PDP**"), the Court of Queen's Bench of Alberta (the "**Court**") issued an order (the "**Receivership Order**") appointing Grant Thornton Limited as the receiver and manager (in such capacities, the "**Receiver**") of all of the assets, undertakings, and properties of Home Solutions Corporation ("**HSC**" or the "**Company**"), excluding the Company's Current Assets (as defined in the Receivership Order) (collectively, the "**HSC Assets**"). A copy of the Receivership Order is attached hereto as **Appendix "1"**.

2. Prior to the Receivership Order being granted, on May 20, 2022, HSC filed an assignment in bankruptcy pursuant to section 49 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") whereby MNP Ltd. ("**MNP**") was appointed as the Licensed Insolvency Trustee in the bankruptcy proceedings.

3. Prior to the assignment in bankruptcy, HSC operated as a manufacturer and supplier of materials for closets and glassware for commercial and residential clients in the construction industry. HSC operated out of the following leased facilities:

   (a) a manufacturing facility consisting of two (2) adjacent buildings located at 11550 and 11510 – 40 Street SW in Calgary, Alberta (collectively, the "**Calgary Facility**"); and

   (b) a satellite sales office and warehouse located at 110 – 91 Street SW in Edmonton, Alberta (the "**Edmonton Facility**").

PURPOSE OF THIS FIRST REPORT

4. The purpose of this first report of the Receiver (this "**First Report**") is to update the Court on these receivership proceedings and to provide information to the Court to support the Receiver's application for:

   (a) an Order:

(i) approving the Auction Agreement and authorizing the Receiver to complete the Auction Transaction (all as defined herein) and vesting the right, title and interest of the Company in and to the Assets (as defined in the Auction Agreement) in the eventual purchaser(s) free and clear of all claims and encumbrances; and

(ii) approving the Revised Summit Agreement and authorizing the Receiver to complete the Summit Asset Transaction and vesting the right, title and interest of the Company in and to the Summit Assets in Summit (all as defined herein) free and clear of all claims and encumbrances;

(b) an Order:

(i) approving this First Report, and the conduct and activities of the Receiver as described herein; and

(ii) sealing **Confidential Appendices "1"**, **"2"**, **"3"** and **"4"** to this First Report until the completion of the Auction Transaction and the Summit Asset Transaction, or further Order of this Court; and

(c) such further and other relief as counsel may advise and this Court may permit.

RESTRICTIONS AND TERMS OF REFERENCE

5. In preparing this First Report, the Receiver has relied upon unaudited and certain audited financial information, the Company's books and records, certain financial information obtained by third parties, and discussions with various individuals (collectively, the "**Information**"). The Information has not been audited by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards (**"IFRS**") and the reader is therefore cautioned that this First Report may not disclose all significant matters about the Company.

6. This First Report has been prepared for the use of this Court to provide general information and an update relating to the receivership proceedings for the purpose of assisting the Court in making a determination as to whether to approve the relief sought. This First Report should not be relied on

for any other purpose. The Receiver will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.

7. A copy of this First Report and other relevant documents with respect to these receivership proceedings are available on the Receiver's website www.GrantThornton.ca/HomeSolutions.

8. Capitalized terms not defined in this First Report have the meanings ascribed to them in the Receivership Order and/or the affidavit of Jeffrey Deacon sworn June 20, 2022 (the "**Deacon Affidavit**").

9. Additional background on the Company and the events leading up to the Receivership Order are contained in the Deacon Affidavit and the application materials filed by PDP.

10. All references to dollars are in Canadian currency unless otherwise noted.

AUCTION TRANSACTION

11. Subsequent to being appointed, the Receiver contacted three (3) auctioneers / liquidators who had contacted the Receiver or who the Receiver determined would have an interest in the assets located at the Calgary Facility (the "**Calgary Assets**"). In its communication, the Receiver requested that the auctioneers submit proposals for the following:

    (a) the outright purchase of the Calgary Assets;

    (b) a net minimum guarantee offer, should an auction take place for the Calgary Assets; and

    (c) a straight commission offer, should an auction take place for the Calgary Assets.

12. In its initial discussions with the auctioneers, the Receiver was advised by same that, due to the specialized nature and size of the Calgary Assets, it would take 1-2 months to remove the Calgary Assets from the Calgary Facility.

<u>Potential En-Bloc Purchaser</u>

13. While the Receiver was working with the auctioneers to obtain proposals for the Calgary Assets, the Receiver was contacted by an entity (the "**Potential Purchaser**") who advised the Receiver

that it would be interested in purchasing the Calgary Assets and assuming the lease for the Calgary Facility. Given the advice provided by the auctioneers regarding the time required to remove the Calgary Assets from the Calgary Facility, the Receiver decided to explore a potential transaction with the Potential Purchaser (as such a transaction would significantly reduce occupancy costs).

14. On July 8, 2022, the Receiver and the Potential Purchaser attended the Calgary Facility to examine the Calgary Facility and the Calgary Assets.

15. Between July 8, 2022 and July 25, 2022, the Receiver engaged in several discussions and provided various information to the Potential Purchaser to assist same in making an offer for the Calgary Assets. Such information included but was not limited to:

(a) an offer form and agreement of purchase and sale acceptable to the Receiver;

(b) the leases and details of the occupancy costs associated with the Calgary Facility;

(c) the contact information for the landlord of the Calgary Facility for the Potential Purchaser to negotiate a new lease;

(d) details and specifications on the Calgary Assets; and

(e) responses to various inquiries from the Potential Purchaser regarding the Calgary Assets and the Court approval process.

16. By July 26, 2022, the Receiver had received proposals from each of the three (3) auctioneers for the Calgary Assets. As such, after receiving the final proposal from the auctioneers, the Receiver advised the Potential Purchaser that, if the Receiver did not receive an offer for the Calgary Assets by 5:00 p.m. MDT on July 27, 2022 (the “**Bid Deadline**”), it would be proceeding with one (1) of the proposals submitted by the auctioneers.

17. By the Bid Deadline, the Receiver did not receive an offer from the Potential Purchaser. As such, the Receiver proceeded to accept the auction proposal received from G.D. Auctions & Appraisals Inc. (“**GD Auctions**”), as discussed below.

Decision to Proceed with an Auction

18. Attached as **Confidential Appendix "1"** is a table summarizing the details of the proposals received from the three (3) auctioneers. As outlined in the table, the net minimum guarantee proposal submitted by GD Auctions was superior to the other proposals received.

19. On August 9, 2022, the Receiver and GD Auctions executed an Auction and Liquidation Services Agreement (the "**Auction Agreement**") outlining the terms in which the auction of the Calgary Assets would be conducted, subject to Court approval. A copy of the Auction Agreement with the financial terms redacted is attached hereto as **Appendix "2".** An unredacted version of the Auction Agreement is attached hereto as **Confidential Appendix "2"**.

20. The Receiver has consulted with PDP, being the party with the presumptive primary economic interest in the Calgary Assets, and PDP is supportive of the structure of the proposed auction and the financial terms of same (the "**Auction Transaction**").

21. The Receiver therefore respectfully requests that this Court issue an order approving the Auction Agreement and directing the Receiver to complete the Auction Transaction for the following reasons:

    (a) the Calgary Assets have been marketed for sale such that the agreed to net minimum guarantee is the highest offer that is likely to be obtained;

    (b) GD Auctions is a well-known auctioneer, with experience selling assets similar in nature to the Calgary Assets;

    (c) the only substantive condition is Court approval; and

    (d) the Auction Transaction provides for the highest net minimum guarantee, which PDP as primary economic stakeholder, has advised the Receiver it prefers and is supportive of, notwithstanding that the net minimum guarantee is insufficient to satisfy in full the indebtedness payable to PDP.

Confidentiality of the Auction Transaction

22. The Receiver believes that **Confidential Appendices "1"** and **"2"** should remain sealed until the proceeds from the Auction Transaction have been paid by GD Auctions to the Receiver or further order of the Court. In the absence of a sealing order, third parties would have full knowledge of the particulars of the proposed transactions which may adversely affect future realizations of the eventual auction of the Calgary Assets.

23. The Receiver is not aware of any party who would be prejudiced if the information in **Confidential Appendices "1"** and **"2"** are sealed.

SUMMIT FLEET ASSETS

24. On June 30, 2022, the Receiver was notified that, prior to the Receivership Order being granted, Summit Acceptance Limited Partnership through its general partner, Summit Acceptance Corp (collectively, "**Summit**") and PDP were engaged in negotiations regarding the following 19 leased assets (collectively, the "**Summit Assets**") and the potential for PDP to divest its interest in the Summit Assets for reasonable consideration:

Lease #	Year / Make / Model	Serial #
170757	2017 Chevrolet Express 3500	1HA3GSCG6HN003265
170936	2017 GMC Savanna 3500	1GD07RFF9H1333973
171140	2018 GMC Savanna 2500	1GTW7AFG2J1255275
171264	2018 Chevrolet Express 2500	1GCWGAFG0J1191107
171396	2019 Toyota Sienna	5TDDZ3DC6KS220028
171495	2019 Freightliner M2 106	3ALACXFD7KDKS8316
171686	2018 Doosan GN 30	FGA15129000694
171876	2019 Chevrolet Express 4500	1HA6GVCG2KN012552
172370	2020 GMC Savanna 3500	1GD07RFG2L1132790
172409	2020 GMC Savanna 3500	1GD07RFG1L1134997
172690	2021 GMC Savanna 3500	1GD07RF71M1198085
172691	2021 GMC Savanna 3500	1GD07RF71M1198118
172737	2018 GMC Sierra 1500	3GTU2MEC5JG512002
173193	2020 Ford Transit	1FTBW1XG5LKB19221
173193	Proliner P.8X-CS Series 3d Glass CT 4.3	8X-0477
173194	2020 Ford F250	1FT7W2B68LED63440
173504	2021 Ford Transit	1FTBW1XG0MKA09467
173505	2021 Ford Transit	1FTBW1XG2MKA09468
173708	2021 Ford Transit	1FTBR1X8XMKA00937

25. In addition, Summit provided the Receiver with a draft version of an agreement that had been agreed to by PDP prior to the Receivership Order being granted (the "**Initial Summit Agreement**"). Under the Initial Summit Agreement, PDP agreed to release it interest in the Summit Assets for cash consideration calculated as follows: (1) an agreed upon sale price plus GST; less (2) the balances outstanding to Summit under the various leases (the "**Net Consideration**").

26. Based on its discussions with MNP, the Receiver understood that, prior to the Receivership Order being granted, MNP had released its interest in the Summit Assets after reviewing and accepting the secured proof of claim filed by Summit.

27. On July 7, 2022, Summit advised the Receiver that 18 of the leased assets had been seized by Summit and were stored at its facility except for a Proliner P.8X-CS Series 3d Glass CT 4.3 ("**Proliner**") which it could not locate. Upon receiving this information, the Receiver toured the Calgary Facility and Edmonton Facility to locate the Proliner, however, it was unable to do so. As a result, the Receiver recommended that Summit contact MNP, as all of the Summit Assets would have initially been dealt with by MNP upon same being appointed as the trustee in bankruptcy. Summit agreed and advised the Receiver they would investigate making an insurance claim to recover the value of the Proliner.

Evaluation of Net Consideration

28. To determine if the Net Consideration was fair and reasonable, the Receiver compiled various information from MNP and Summit. More specifically, the Receiver performed the following analysis:

(a) the Receiver reviewed each individual Summit Asset lease to determine the net equity value available should the Receiver exercise the buyout option under the leases with an intention to sell said assets;

(b) the Receiver attempted to obtain values from Canadian Black Book on the Summit Assets, however, the Receiver was unable to obtain reliable values for certain of the Summit Assets due to their specialized nature. As a result, the Receiver contacted a vehicle appraisal and asset storage specialist to obtain a desktop appraisal for each of the Summit Assets;

(c) the Receiver then reviewed the appraised values for each Summit Asset and calculated the net equity the Receiver could receive should each lease be bought out; and

(d) finally, the Receiver factored in certain costs that would be incurred should the Receiver buyout the leases and realize on the Summit Assets by way of an auction.

29. Attached hereto as **Confidential Appendix "3"** is a detailed analysis performed by the Receiver on each of the Summit Assets which calculates the estimated proceeds the Receiver would be able to obtain if it were to buyout the leases for the Summit Assets and sell same via auction (the "**Estimated Auction Proceeds**"). The Receiver's analysis demonstrates that, after factoring in storage and realization costs, the Receiver anticipates that the Estimated Auction Proceeds would be less than the Net Consideration. As such, the Receiver negotiated a revised version of the Initial Summit Agreement (the "**Revised Summit Agreement**") whereby the Receiver will release its interest in the Summit Assets for the Net Consideration (the "**Summit Asset Transaction**"). A copy of the Revised Summit Agreement with the financial terms redacted is attached hereto as **Appendix "3"**. An unredacted version of the Revised Summit Agreement is attached hereto as **Confidential Appendix "4"**

30. Accordingly, the Receiver therefore respectfully requests that this Court issue an order approving the Revised Summit Agreement and directing the Receiver to complete the Summit Asset Transaction for the following reasons:

(a) the Net Consideration is greater than what could be obtained by the Receiver if it were to realize on the Summit Assets itself;

(b) the only substantive condition is Court approval; and

(c) PDP is supportive of the Revised Summit Agreement and the Summit Asset Transaction.

Confidentiality of the Summit Asset Transaction

31. The Receiver believes that **Confidential Appendices "3"** and **"4"** should remain sealed until the proceeds from the Summit Asset Transaction have been paid by Summit to the Receiver or further order of the Court. In the absence of a sealing order, third parties would have full knowledge of the particulars of the proposed transaction and the estimated values of the Summit Assets which may adversely affect future realizations of the Summit Assets, should the Summit Asset Transaction not be completed.

32. The Receiver is not aware of any party who would be prejudiced if the information in **Confidential Appendices "3"** and **"4"** are sealed.

OTHER ACTIVITIES OF THE RECEIVER

33. Upon its appointment, the Receiver took immediate steps to secure and preserve the HST Assets, communicate to stakeholders, and deal with other administrative tasks.

Taking Possession & Access Agreement

34. Subsequent to its appointment, the Receiver attended Calgary Facility and the Edmonton Facility, toured the buildings, took pictures, and made an inventory of the all assets situated at the Calgary Facility and the Edmonton Facility.

35. On June 29, 2022, the Receiver was notified by MNP that it had disclaimed its interest in the leases for the Calgary Facility and the Edmonton Facility. Accordingly, the Receiver immediately contacted the landlords for the Calgary Facility and the Edmonton Facility to make alternative arrangements until the Receiver could sell the assets situated therein.

36. For the Calgary Facility, the Receiver negotiated and entered into an access agreement with the landlord of the Calgary Facility to ensure the Receiver could store and access the Calgary Assets until such time the Receiver could remove or sell same.

37. For the Edmonton Facility, the Receiver was advised by the landlord it would put aside the HSC Assets at this location until the Receiver could decide on whether to take possession of the assets.

Subsequently, the Receiver determined that the assets located at the Edmonton Facility were negligible in value and as such, the Receiver did not enter into an agreement with the landlord of the Edmonton Facility.

Other Activities

38. In addition to those discussed throughout this First Report, the Receiver has conducted the following key activities in relation to its appointment:

(a) preparing the statutory reporting requirements required by subsections 245(1) and 246(1) of the BIA and mailing same to all known creditors of the Company;

(b) communicating with third parties and facilitating the return of assets belonging to same;

(c) attending to emails and phone calls from creditors, customers, and other stakeholders of the Company;

(d) obtaining adequate insurance coverage for all HSC Assets;

(e) sending letters to various financial institutions to determine if the Company held accounts outside of those held at The Toronto Dominion Bank;

(f) engaging in various discussions with MNP, in its capacity as trustee in bankruptcy;

(g) review various financial information for the purposes of preparing an analysis outlining the various sources and uses of funds of the Company; and

(h) preparing this First Report.

CONCLUSION AND RECOMMENDATION

39. For the reasons set out in this First Report, the Receiver is of the view that the relief requested is reasonable and appropriate in the circumstances and respectfully recommends that this Court issue the Orders granting the Receiver’s requested relief.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 10th day of August, 2022.

GRANT THORNTON LIMITED,
solely in its capacity as the Court-appointed receiver and manager of
Home Solutions Corporation and not in its personal or corporate capacity

Per:

Jason Knight, CPA, CA, CIRP, LIT
Vice President

<u>APPENDIX 1</u>

[ATTACHED]

COURT FILE NUMBER	2201-07148	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	**PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND GP INC. carrying on business as PRIVATE DEBT PARTNERS**	
RESPONDENT	**HOME SOLUTIONS CORPORATION**	
DOCUMENT	**RECEIVERSHIP ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP 3000, 700 - 9th Avenue S.W. Calgary, AB, Canada T2P 3V4 Attention: Nicole T. Taylor-Smith Telephone: 403.298.2401 Fax: 403.262.0007 E-mail: ntaylorsmith@millerthomson.com File No.: 0252261.0002	

JUDICIAL CENTRE OF CALGARY
FILED DIGITALLY
2201 07148
Jul 7, 2022
10:13 AM
CLERK OF THE COURT

DATE ON WHICH ORDER WAS PRONOUNCED:	June 28, 2022
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice D.B. Nixon
LOCATION OF HEARING:	Calgary, Alberta

UPON the application of Private Debt Partners Senior Opportunities Fund GP Inc. carrying on business as Private Debt Partners ("**PDP**") in respect of Home Solutions Corporation (the "**Debtor**"); AND UPON having read the Originating Application, the Affidavit of Jeffrey Deacon; and the Affidavit of Service of Faith McNeil, filed; AND UPON reading the consent of Grant Thornton Limited to act as interim receiver and receiver and manager (the "**Receiver**") of the Debtor, filed; AND UPON being advised that the Debtor made an assignment in bankruptcy on May 20, 2022 and that MNP Ltd. (the "**Trustee**") was appointed Licensed Insolvency Trustee for the bankrupt estate; AND UPON hearing counsel for PDP, counsel for the Trustee, counsel for The Toronto-Dominion Bank, counsel for the proposed Receiver and any other counsel or other interested parties present; AND UPON being advised that PDP is seeking to exclude the Debtor's Inventory and Accounts Receivable (as such terms are defined in the attached Schedule "B") (the "**Current Assets**") from this application;

AND UPON counsel for the Trustee advising the Court that the Debtor's estate has incurred certain expenses including for rent, insurance and repair and maintenance costs associated with the Debtor's equipment and advising the Court that it was the Trustee's understanding that an agreement was reached between the Trustee and PDP prior to the within application whereby PDP would repay a portion of such costs either directly or from the proceeds of the receivership proceedings by no later than July 29, 2022 and that the Trustee would disclaim its interest in certain of the Debtor's real property leases immediately upon the within receivership order being granted; AND UPON being advised by counsel for PDP that the agreement could not be confirmed because instructions could not be obtained prior to the hearing of the application (the "**Cost Allocation Issue**");

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today, service of the Originating Application and Affidavit of Jeffrey Deacon on the service list, in the manner described in the Affidavit of Service of Faith McNeil, is good and sufficient, and no other persons other than those listed in on the service list attached as an exhibit to the Affidavit of Service of Faith McNeil are entitled to service of the Originating Application and Affidavit of Jeffrey Deacon.

Appointment

2. Pursuant to section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7, section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof excluding the Current Assets (the "**Property**").

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtor in respect of the Property;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

  (i) without the approval of this Court in respect of any transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $2,000,000; and

  (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

(m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(q) to enter into agreements with the Trustee, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below). For greater certainty, none of the powers set out in this paragraph 3 or any other provisions or paragraphs of this Receivership Order shall: (i) empower or authorize the Receiver to take any actions, steps, or exercise any of the aforementioned powers, over or with respect to the Current Assets or any of the Debtor's corresponding rights, title, remedies, or interests, in any way or manner; or, (ii) prejudice, affect, stay, or impair, any of the rights, remedies, or actions of The Toronto-Dominion Bank or the Trustee, associated with the pursuit, enforcement, collection, or exercise of any rights, remedies, or interests of The Toronto-Dominion Bank with respect to, in, concerning, or otherwise related to, the Current Assets.

Duty to Provide Access and Co-operation to the Receiver

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph [6] of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

7. For greater certainty, the Trustee or a consultant engaged by the Trustee will retain possession and control of any Records that are stored or otherwise contained on a computer, smartphone or other electronic system of information storage, until such time as access is determined, at the sole discretion of the Trustee acting reasonably, to be no longer required by the Trustee for the administration of the bankrupt estate. The Trustee shall provide unfettered access to such Records to the Receiver for the purpose of allowing the Receiver to recover and copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in

its discretion deems necessary or desirable for the administration of the Receivership. Neither the Trustee nor the Receiver shall alter, erase, modify or destroy any Records without the prior written consent of the other.

No Proceedings Against the Receiver

8. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

No Proceedings Against the Debtor or Property

9. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

10. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:

    (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;

    (b) prevent the filing of any registration to preserve or perfect a security interest;

    (c) prevent the registration of a claim for lien; or

    (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.

11. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

No Interference with the Receiver

12. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

13. All persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

Receiver to Hold Funds

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part excluding the Current Assets, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

Employees

15. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under

sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act,* S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitation on Environmental Liabilities

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Receiver's appointment; or

(ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

(A) complies with the order, or

(B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

(A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

(B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of $100,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

20. The Receiver and its legal counsel shall pass their accounts from time to time.

21. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

22. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or

desirable, provided that the outstanding principal amount does not exceed $200,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

23. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

26. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

27. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

General

28. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. Notwithstanding Rule 6.11 of *the Alberta Rules of Court,* unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give

effect to this Order and to assist the Receiver 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

32. The Receiver be at liberty and is 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 and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. The Trustee may apply to this Court to seek an Order determining the Cost Allocation Issue on notice to PDP, the Receiver, The Toronto-Dominion Bank, and any other party likely to be affected by the Cost Allocation Issue.

36. In the event that a dispute arises with respect to the priority of any claim to the Property, the Receiver or any other interested party may apply to the Court for advice and directions or determination of the issue on notice to PDP, the Receiver and any other party likely to be affected.

Filing

37. This Order is issued and shall be filed in Court of Queen's Bench Action No. 2201-07148, and Court of Queen's Bench in Bankruptcy Action No. 25-2832314, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered.

38. The Receiver shall establish and maintain a website in respect of these proceedings at https://www.grantthornton.ca/en/service/advisory/creditor-updates/#Home-Solutions-Corporation (the "**Receiver's Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statue or regulation to be made publically available; and

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

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

    (a) serving the same on:

        (i) persons listed on the service list created in these proceedings or otherwise served with notice of 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

    (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

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

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. ______________________

AMOUNT $ ______________________

1. THIS IS TO CERTIFY that **Grant Thornton Limited**, the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of **Home Solutions Corporation** appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the **28th** day of **June, 2022** (the "**Order**") made in action numbers **[●]**, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of **[$]**, being part of the total principal sum of **[$]** that the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **[daily] [monthly not in advance on the ● day of each month]** after the date hereof at a notional rate per annum equal to the rate of **[●]** per cent above the prime commercial lending rate of Bank of **[●]** from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at **[●]**.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of ______________, 20__.

Grant Thornton Limited, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ______________________________
Name:
Title:

SCHEDULE "B"
DEFINITION OF ACCOUNTS RECEIVABLE AND INVENTORY

"Accounts Receivable" means all debts, accounts, claims, demands, monies and choses in action which are now or which may at any time hereafter be due, owing to or accruing due to or owned by the Debtor, together with all books, records, documents, papers and electronically recorded data and any other documents or information of any kind which in any way evidences or relates to any or all of the said debts, accounts, claims, demands, monies and choses in action, provided that the term "Accounts Receivable" herein shall not include any proceeds from the sale, disposition or realization of the personal property of the Debtor other than Inventory;

"Inventory" means goods that are (i) held by the Debtor for sale or lease, or have been leased by the Debtor, (ii) that are to be furnished by the Debtor or have been furnished by the Debtor under a contract of service, (iii) that are raw materials or work in progress of the Debtor, or (iv) are materials used or consumed in the Debtor's business;

APPENDIX 2

[ATTACHED]

AUCTION AND LIQUIDATION SERVICES AGREEMENT

This Auction and Liquidation Services Agreement (the "**Agreement**") is made as of the 9th day of August, 2022 (the "**Effective Date**")

MADE BETWEEN:

GRANT THORNTON LIMITED,
solely in its capacity as the court-appointed receiver and manager of Home Solutions Corporation (the "**Company**"), and not in its personal or corporate capacity

(hereinafter referred to as the "**Receiver**")

OF THE FIRST PART

AND:

G.D. AUCTIONS & APPRAISALS INC.,

(hereinafter referred to as the "**Auctioneer**")

OF THE SECOND PART

WHEREAS:

A. Pursuant to an order of the Honourable Justice D.B. Nixon of the Court of Queen's Bench of Alberta (the "**Court**") dated June 28, 2022, Grant Thornton Limited was appointed receiver and manager of all of the assets, undertakings and properties of Home Solutions Corporation, excluding its inventory and accounts receivable;

B. The Auctioneer submitted a proposal to the Receiver dated July 18, 2022, to liquidate the equipment of the Company located at 11550 40th Street SW and 11510 40th Street SW, Calgary, Alberta and detailed in **Schedule "A"** of this Agreement (the "**Assets**"); and

C. The Receiver wishes to retain the Auctioneer to sell the Assets, subject to the terms and conditions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Receiver and the Auctioneer agree as follows:

1. RETENTION OF THE AUCTIONEER

1.1 The Receiver hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program and run a public auction (the "**Auction**") with respect to the Assets at the premises set out in **Schedule "B"** to this agreement (the "**Premises**"), on the terms and conditions as set forth in this agreement.

1.2 The Receiver and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in **Schedule "C"** to this Agreement.

1.3 The Auctioneer will not, and has no authority to, incur any liability or obligation on behalf of the Receiver or the Company.

2. THE AUCTION

2.1 The Auctioneer has guaranteed and does hereby guarantee a net minimum payment to the Receiver of [redacted] (the "**NMG**"), regardless of the amount of proceeds received from sale of the Assets pursuant to this Agreement.

2.2 Upon execution of this Agreement, the Auctioneer agrees to pay to the Receiver on account all amounts payable under this Agreement no later than 21 days from the closure of the auction, defined as the date the online auction ends and shall be paid by way of wire transfer or as agreed upon in writing by both parties.

2.3 The Auctioneer may charge a buyers' premium of up to [redacted]% which will be paid by each buyer of the Assets to the Auctioneer, and which may be retained by the Auctioneer for its sole and exclusive benefit.

2.4 The proceeds of sale of the Assets, net of applicable taxes and the buyer's premium described in Section 2.3 (together, the "**Gross Sale Proceeds**"), shall be paid (in the case of payments to the Receiver, by wire transfer) and distributed by the Auctioneer as follows:

(i) firstly, the next [redacted] over and above the NMG, to be retained by the Auctioneer for its sole and exclusive benefit in consideration for its services under this Agreement; and

(ii) secondly, all sale proceeds over [redacted] will be paid by the Auctioneer by (A) [redacted]% thereof being paid to the Receiver and (B) [redacted]% thereof being retained the Auctioneer for its sole and exclusive benefit.

2.5 The Auctioneer and the Receiver acknowledge that certain assets of the Company are located outside of the Premises and have not been included within this Agreement. Any assets returned to the Premises will be clearly identified and agreed upon by both parties as not being included within this Agreement. The Auctioneers and the Receiver agree that these assets are to be sold on a straight commission basis, with [redacted]% of Gross Sale Proceeds be paid to the Receiver and [redacted]% thereof being retained by the Auctioneers for its sole and exclusive benefit.

2.6 If any of the Assets are removed from the Auction, the NMG shall be reduced by an amount equal to an agreed upon amount by the Auctioneer and the Receiver.

2.7 If there is a dispute respecting the ownership of any of the Assets sold by the Auctioneer or any claims relating thereto, the Auctioneer may pay the proceeds in respect of such Assets to the Court and the Court may determine who is entitled to the proceeds.

2.8 The Auctioneer will pay any amounts payable to the Receiver from the Gross Sale Proceeds within 14 business days following the applicable sale date by way of wire transfer to the account stipulated by the Receiver, along with a full accounting of all transactions.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS WITH RESPECT TO THE ASSETS

3.1 The Receiver shall, promptly following the Effective Date, deliver to the Auctioneer a copy of all pertinent documents that are in the possession of the Receiver relating to the Assets, including, without limitation, any and all documents of title, operating manuals, warranties, and all documents respecting registrations.

3.2 The Receiver shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, access to the Premises up to the date of September 30, 2022 (the "**General Deadline**"), for the purposes of showing the Assets to prospective purchasers, preparing for and conducting the auctions, completing all sales, and removing the Assets upon their sale. The Receiver agrees to pay, at its sole cost, all applicable rent that the Receiver is at law obligated to pay and shall be responsible for the continued supply of all utilities to the Premises including, without limitation, gas, water, heat and hydro, and for the maintenance of insurance coverage on the Premises and the Assets (collectively, the "**Occupancy Costs**") until the General Deadline. If the Auctioneer is to incur any additional occupancy costs at the Premises past the General Deadline, the Auctioneer will be solely responsible for their cost.

3.3 The Auctioneer shall sell the Assets to third parties on an "as is, where is" basis and neither the Receiver, the Company, nor the Auctioneer shall make, vis-à-vis, any third party purchasers, any representations, conditions or warranties, and there are no representations, conditions or warranties or terms or conditions whatsoever, whether expressed, implied, statutory or otherwise (including, without limitation, those under the *Sale of Goods Act* (Alberta), *International Sale of Goods Contracts Convention Act* (Canada) and *The International Convention Implementation Act* (Alberta)) with respect to the Assets or any of them or any other matters whatsoever in any way related to the subject matter of the transaction which is the subject of, and any transaction which is contemplated by, this Agreement.

4. COURT APPROVAL

4.1 This Agreement shall be subject to the condition precedent of approval by the Court of (i) the Receiver entering into this Agreement; and (ii) a sale approval and vesting order to be in a form acceptable to both parties hereto (the "**Approval Order**"). The Receiver will use commercially reasonable efforts to apply to the Court for the approvals described above by no later than August 10, 2022.

4.2 The Receiver will make its best efforts to obtain a sealing order respecting the precise financial terms of this Agreement when it applies to the Court of Queen's Bench of Alberta for the Approval Order.

5. DUTIES OF AUCTIONEER

5.1 Except as otherwise provided for in this Agreement, the Auctioneer shall at its own cost and expense:

(a) provide commercially reasonable best efforts to conduct the Auction in accordance with its terms and the terms of this Agreement;

(a) provide sufficient licensed auctioneers and other personnel as is generally required for the holding of auctions of this nature;

(b) supervise the inspection of the Assets by potential purchasers prior to the auctions;

(c) prepare for, arrange, conduct and conclude the auctions including, but not limited to, advertising, auction-related set-up, administrative services, collection of proceeds, banking, security/check out personnel, etc.;

(d) advertise and promote the auctions. The Auctioneer shall seek the prior consent of the Receiver to all advertising, such consent shall not to be unreasonably withheld;

(e) organize, inventory, tag and lot the Assets for auction;

(f) provide administrative services relating to the transfer of ownership of Assets to purchasers such that title to the Assets can be conveyed to the purchasers;

(g) allow representatives of the Receiver to be present at the auctions and to have access to all of the Auctioneer's records concerning the sale of the Assets; and

(h) provide the accounting described in Section 2 of Schedule "C" hereto.

6. ADDITIONAL REPRESENTATIONS, WARRANTIES AND CONDITIONS

6.1 The Receiver represents and warrants to the Auctioneer that, subject to the approval of the Court described in Section 4.1 hereof, the Receiver has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.

6.2 The Auctioneer represents, warrants and acknowledges to the Receiver that:

(a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of Alberta;

(b) the Auctioneer has good and sufficient power and authority to enter into this agreement and to complete the transactions contemplated by this Agreement;

(c) this agreement constitutes a valid and legally binding obligation of the Auctioneer, enforceable against the Auctioneer in accordance with its terms;

(d) the Auctioneer will, prior to conducting any sales pursuant to this agreement, be registered under Part IX of the *Excise Tax Act* (Canada) and shall have all necessary registrations and authority to collect, report and remit any applicable taxes on or with respect to any sale of any Assets by the Auctioneer pursuant to this agreement, in all applicable jurisdictions;

(e) the Auctioneer has not jointly elected with the Receiver pursuant to section 177(1.3) of the *Excise Tax Act* (Canada) and

(i) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

6.3 The representations, warranties and covenants of the Auctioneer set forth in this agreement will survive completion of the transactions contemplated by this Agreement.

7. TERMINATION

7.1 This Agreement may be terminated at any time by the mutual written agreement of the Receiver and the Auctioneer.

8. MISCELLANEOUS

8.1 All references to currency in this Agreement and in the schedules hereto are to lawful currency of Canada.

8.2 If the doing of any act pursuant to this Agreement falls on a day on which the Premises are not ordinarily open for business, then the time for the doing of such act shall be deemed to be the next day on which such Premises are open for business.

8.3 Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and effective when delivered by facsimile or by electronic mail to the addresses and/or email addresses set forth as follows:

The Receiver:	Grant Thornton Limited Suite 1100 | 1100 – 6th Avenue SW Calgary, AB T2P 0B2 Attention: Jason Knight / Par Zilka Email: Jason.Knight@ca.gt.com / Par.Zilka@ca.gt.com
with a copy to:	MLT Aikins LLP 2100 Livingston Place, 222 3rd Ave SW

Calgary, AB T2P 0B4
Attention: Catrina Webster / Kyle Smith
Email: cwebster@mltaikins.com / ksmith@mltaikins.com

The Auctioneer: G.D. Auctions & Appraisals Inc.
105, 11500-29 Street SE
Calgary, AB T2Z 3W9
Attention: James Carlson / Angela Garnett
Email: jcarlson@gdauctions.com /
agarnett@gdauctions.com

A party may from time to time change its address for service or its facsimile number for service by giving written notice of such change to the other party.

8.4 No waiver by either party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.

8.5 This Agreement and the attached schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral.

8.6 This Agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.

8.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.

8.8 All stipulations in this Agreement as to time are strictly of the essence.

8.9 This Agreement shall be governed by the laws in effect in the Province of Alberta and the parties hereby attorn to the jurisdiction of the Courts of that Province.

8.10 This Agreement may be executed in counterparts by the parties hereto, and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.

8.11 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED as of, this 9th day of August, 2022.

G.D. AUCTIONS & APPRAISALS INC.

Per: ____________________________
Authorized Signatory

James Carlson Senior Vice President
Print Name and Title of Signatory

GRANT THORNTON LIMITED,
solely in its capacity as the court-appointed receiver and manager of Home Solutions Corporation, and not in its personal or corporate capacity

Per: ____________________________
Authorized Signatory

Jason T. Knight, Vice President
Print Name and Title of Signatory

SCHEDULE "A"
THE ASSETS

1. Glass cutting line -2012 Z.Bavelloni "SyncroMFS" glass cutting table. 2007 Z.Bavelloni "MLS40" CNC glass cutting table. Officine Mistrello tilting transfer table with tracks. Glass loading table. Rack system.
2. Tamglass Tempering Systems Inc. glass tempering line. Furnace. Conveyors.
3. Toyota "7FBEU20" electric forklift
4. 2007 Bavelloni "Gemy V 14" vertical flat polish/miter machine
5. 2012 Glaston Bavelloni "Hiyon V10" vertical edge grinder
6. CompAir "L11" screw compressor
7. AirTek "SC400-A5" dryer
8. 2007 CompAir "L75SR-13A" screw compressor
9. 2008 Biesse "Rover B 7.40 R FT" CNC router
10. 2015 Biesse "Rover B FT 1536" CNC router
11. Jib crane. Pneumatic sheet hoist.
12. Cantek "HS-21T" spindle boring machine
13. Belfab baghouse dust collector
14. Spec-Air "DOC-16E" baghouse dust collector
15. CompAir "L22" screw compressor. Dryer. Receiver.
16. 2002 Z.Bavelloni "Gemy 8" straight line glass edging machine
17. Z.Bavelloni "Max60CNP" straight line glass bevelling machine
18. CE vertical glass washer
19. Sandblasting container system. 20 'sea container. Mod-U-Blast sandblasters. Dust collector. Reclaimer system. Electrical.
20. Clark "CMP50SL" LPG 8,000lbs capacity forklift. 3-stage mast. Side shift. Fork extensions.
21. 2012 Skill Glass "Skill E-D" vertical CNC glass working centre
22. Woods "Pow-r Grip MRTA611LDC" pneumatic sheet lifter
23. Z.Bavelloni "SB10" semi-automatic edging/bevelling machine. Containment tray. Hose reel.
24. Walker Centriguge Services centrifuge
25. 2006 Z.Bavelloni "Alpa 315-4N" CNC work center
26. 2016 Neptun "LV Top 1642-20" vertical glass washing machine

27. CRS Crane Systems 5-ton overhead underslung crane. Spreader bar. Hoisting slings. (To be determined)
28. CRS Crane Systems 2-ton overhead underslung crane (To be determined)
29. 2015 Biesse "Roxyl 5.5" edgebander
30. 2008 Biesse Artech "Akron 440A X" edgebander
31. GMC Savana box truck (6)
32. GMC Savana cargo van (3)
33. Nissan NV3500 high roof cargo van (4)
34. Chevrolet Express 2500 extended cargo van
35. GMC Sierra 2500HD regular cab pickup truck
36. Hettich hinge boring machines
37. H.K. Porter "9190" pneumatic shears
38. Konica Minolta "Bizhub 552" photocopier
39. Konica Minolta "Bizhub 558" photocopier
40. Owl Digital Time clocks
41. Wooden pallets
42. Metal cabinets
43. Sheets of glass
44. Glass racks
45. Self-tipping dumpsters
46. Work tables (table saw, etc)
47. Industrial floor fans
48. Plastic pallets
49. Power drills
50. Show room displays, sinks, faucets, shower doors, cabinets, hardware, décor, pantries, closets, etc.
51. Vending machines
52. Dining tables and chairs
53. Roll off bins
54. bandsaws, chop saws, drill presses, pallet racking, work benches etc.
55. Any and all other assets located in the various office premises of Home Solutions Corporation or situated on the premises where the Receiver or GD Auctions has been advised to include in the Auction.

SCHEDULE "B"
THE PREMISES

1) 11550 40th Street SW, Calgary, Alberta
2) 11510 40th Street SW, Calgary, Alberta

SCHEDULE "C"
THE RECEIVER'S AND AUCTIONEER'S RESPONSIBILITIES

The following sets out the Receiver's and Auctioneer's respective responsibilities with respect to the disposition of the Assets. The parties acknowledge and agree that:

General

1. The Auctioneer is acting only in its capacity as an independent contractor dealing with the Receiver and is otherwise not the Receiver's employee or assign, nor is it assuming the legal responsibilities, duties or obligations of the Receiver or of a "Secured Party" including but not limited to as set out in Section 17 and Part 5 of the *Personal Property Security Act* (Alberta).

2. The Auctioneer will carry out the Auction in an orderly and professional manner, in accordance with industry practices. The Auctioneer shall, promptly following the earlier of (i) the completion of the sales and (ii) the General Deadline, provide the Receiver with a detailed written accounting in respect of the sales and the Gross Sale Proceeds in a form satisfactory to the Receiver acting reasonably.

3. The Auctioneer will not be responsible for the following costs, claims, or liabilities, even if such are payable:

   (a) lease payments to third parties under any leases of the Assets;

   (b) any pre-existing environmental costs;

   (c) any legal costs associated with dealing with liens against the Assets; and,

   (d) any product warranties, conditions, or liabilities, including without limitation those set forth in the *Sale of Goods Act* (Alberta), the *International Sale of Goods Contracts Convention Act* (Canada) and *The International Convention Implementation Act* (Alberta).

4. At or before the General Deadline, the Auctioneer will leave the Premises in its current and existing condition and shall otherwise leave the Premises in the same condition as viewed, ordinary wear and tear excepted; provided the Auctioneer shall not be authorized to leave, and shall be liable for, any property, including but not limited to unsold or unclaimed Assets, remaining on the Premises on the General Deadline.

5. The Auctioneer hereby agrees to release and indemnify the Receiver from and against any and all Claims against or incurred by an Indemnified Party arising out of, in connection with, relating to or resulting from (i) any breach by the Auctioneer of any term, condition, obligation, covenant, warranty or representation hereunder or in the enforcement of a parties' rights under this Agreement; (ii) any unlawful act, omission, negligence or willful misconduct of a party; or (iii)any failure of the Auctioneer or its agents to leave the Premises in its current and existing condition and any damages resulting thereof. For the purposes of this Section 5, "Claim" or "Claims" as applicable means claims, demands, losses, liabilities, actions and proceedings (in each case whether threatened or actual), damages, costs ad expenses (including without limitation all legal fees on a solicitor-client basis).

Taxes

6. The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to the Receiver, all social services tax, goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.

The Auctioneer shall indemnify and hold the Receiver harmless from any and all demands, liabilities or claims, including, but not limited to, fines, penalties, losses, costs and expenses, which the Receiver may sustain, incur or be subject to, arising out of, or by reason of, any failure by the Auctioneer to collect, pay or remit any applicable taxes under, or in accordance with, the provisions of the *Excise Tax Act* (Canada) in relation to the sale of the Assets in accordance with the Auction (including without limiting the generality of the foregoing in respect of the buyer's premium described in Section 2.3 of this Agreement).

Insurance

7. The Auctioneer will maintain insurance, and will provide to the Receiver proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming the Receiver as beneficiary of such insurance, providing for coverage of not less than $2,000,000 per occurrence and otherwise in a form satisfactory to the Receiver acting reasonably.

8. Proceeds received on any insurance claim in respect of any insured Assets that otherwise would have been sold during the Auction shall be considered Gross Sale Proceeds.

Event of Force Majeure

9. If the Auctioneer is delayed, interrupted or precluded from completing the Auction in accordance with this Agreement by reason of *force majeure* which includes, without limitation, any event or circumstance of any nature whatsoever that is beyond the reasonable control of the Auctioneer, including earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, any act or omission or delay by any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour,

supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, or seasonal or climactic conditions, the Auctioneer shall be excused from performing its obligations under this Agreement (other than its obligations to pay money) for so long as the event of *force majeure* is in effect if such event shall affect the conduct or timing of any actions contemplated by this Agreement. The Auctioneer shall give immediate notice thereof to the Receiver. The Auctioneer shall be entitled to be paid so much of the amounts payable to it pursuant to this Agreement to which it has become entitled as at the date of the event of *force majeure*. In the event that, acting reasonably, the parties are unable to negotiate a settlement, the matter will be determined by or in accordance with directions from the Court.

Environmental

10. For the purposes of this **Schedule "C"**, **"Contaminants"** means any substance or thing or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as, by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, pesticides, or any other substance with which the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership is subject to any laws, rules or regulations.

11. The Auctioneer and its directors, officers, employees, agents, successors and assigns shall not be responsible for any liabilities, actions, damages, claims, losses, costs and expenses resulting from pre-existing Contaminants, nor the costs of removal, abatement, treatment, storage or disposal of pre-existing contaminants, or remediation of the Premises. The Auctioneer shall be responsible for any costs, expenses, or liabilities associated with Containments brought onto or created on the premises by the Auctioneer and the remediation of any contamination resulting therefrom.

APPENDIX 3

[ATTACHED]

Purchase Agreement
Date: August 4, 2022

Purchaser: Summit Acceptance Limited Partnership by its general partner, Summit Acceptance Corp.
(**"Summit"**)
1260 Highfield Crescent SE
Calgary, AB T2G 5M3

Seller: Grant Thornton Limited, solely in its sole capacity as the Court-appointed receiver and manager of Home Solutions Corporation, and not in its personal capacity.
(**"Receiver"**)
332-6th Avenue SW Suite 1100
Calgary, AB T2P 0B2

The Receiver hereby offers to sell the following assets for the price of $[redacted] plus GST.

Lease #	Year Make Model	Serial #	Odometer (KM)
170757	17 CHEV EXPR35	1HA3GSCG6HN003265	172,203
170936	17 GMC SAVA35	1GD07RFF9H1333973	88,000
171140	18 GMC SAVA25	1GTW7AFG2J1255275	96,000
171264	18 CHEV EXPR25	1GCWGAFG0J1191107	151,320
171396	19 TOYO SIENNA	5TDDZ3DC6KS220028	113,126
171495	19 FREI M2106	3ALACXFD7KDKS8316	140,375
171686	18 DOOSAN GN30	FGA15129000694	N/A
171876	19 CHEV EXPR45	1HA6GVCG2KN012552	95,000
172370	20 GMC SAVA35	1GD07RFG2L1132790	43,486
172409	20 GMC SAVA35	1GD07RFG1L1134997	50,000
172690	21 GMC SAVA35	1GD07RF71M1198085	29,270
172691	21 GMC SAVA35	1GD07RF71M1198118	34,085
172737	18 GMC SIER15	3GTU2MEC5JG512002	97,870
173193	20 FORD TRANST	1FTBW1XG5LKB19221	45,081
173193	Proliner P.8X-CS Series 3d Glass CT 4.3	8X-0477	N/A
173194	20 FORD F250	1FT7W2B68LED63440	41,566
173504	21 FORD TRANST	1FTBW1XG0MKA09467	37,557
173505	21 FORD TRANST	1FTBW1XG2MKA09468	41,909
173708	21 FORD TRANST	1FTBR1X8XMKA00937	45,000

Sale Price	$[redacted]
GST (123456789RT0001)	$
Less: Lien owing on motor vehicles	$
Net payable to seller	$[redacted]

This Purchase Agreement shall be subject to the condition precedent of approval by the Court of Queen's Bench of Alberta (the "**Court**") of (i) the Receiver entering into this Purchase Agreement; and (ii) a sale approval and vesting order to be in a form acceptable to both parties hereto (the "**Approval Order**"). The Receiver will use commercially reasonable efforts to apply to the Court for the approvals described above by no later than August 10, 2022.

The closing of the transaction contemplated by this Purchase Agreement will occur on the date that is five (5) days following the Receiver obtaining the Approval Order (the "**Closing Date**"), or such other date as may be agreed to in writing by Summit and the Receiver or as otherwise stipulated in the Approval Order, and the place of closing will be the offices of the Receiver or as otherwise may be agreed.

Seller Signature:_________________________
Jason Knight
Vice President
Grant Thornton Limited, solely in its capacity as the Court-appointed receiver and manager of Home Solutions Corporation, and not in its personal or corporate capacity

Purchaser Signature:_______________
Steven Reed
Controller
Summit Acceptance Corp.

Letter of No Further Interest – Private Debt Partners Inc.

August 4, 2022

To Whom It May Concern,

Lease #	**Yr/Mk/Mdl**	**Serial**
170757	17 CHEV EXPR35	1HA3GSCG6HN003265
170936	17 GMC SAVA35	1GD07RFF9H1333973
171140	18 GMC SAVA25	1GTW7AFG2J1255275
171264	18 CHEV EXPR25	1GCWGAFG0J1191107
171396	19 TOYO SIENNA	5TDDZ3DC6KS220028
171495	19 FREI M2106	3ALACXFD7KDKS8316
171686	18 DOOSAN GN30	FGA15129000694
171876	19 CHEV EXPR45	1HA6GVCG2KN012552
172370	20 GMC SAVA35	1GD07RFG2L1132790
172409	20 GMC SAVA35	1GD07RFG1L1134997
172690	21 GMC SAVA35	1GD07RF71M1198085
172691	21 GMC SAVA35	1GD07RF71M1198118
172737	18 GMC SIER15	3GTU2MEC5JG512002
173193	20 FORD TRANST	1FTBW1XG5LKB19221
173193	Proliner P.8X-CS Series 3d Glass CT 4.3	8X-0477
173194	20 FORD F250	1FT7W2B68LED63440
173504	21 FORD TRANST	1FTBW1XG0MKA09467
173505	21 FORD TRANST	1FTBW1XG2MKA09468
173708	21 FORD TRANST	1FTBR1X8XMKA00937

This letter serves to advise we have no further interest in the above-mentioned assets. Our interest in these assets has been discharged.

Yours truly,

Jeffrey Deacon
Managing Partner
Private Debt Partners Inc.
Holder of Home Solutions Corp. General Security Agreement

Letter of No Further Interest – Grant Thornton Limited

August 4, 2022

To Whom It May Concern,

Lease #	Yr/Mk/Mdl	Serial
170757	17 CHEV EXPR35	1HA3GSCG6HN003265
170936	17 GMC SAVA35	1GD07RFF9H1333973
171140	18 GMC SAVA25	1GTW7AFG2J1255275
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172690	21 GMC SAVA35	1GD07RF71M1198085
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This letter serves to advise we have no further interest in the above mentioned assets. Our interest in these assets has been discharged.

Yours truly,

Jason Knight
Vice President
Grant Thornton Limited, solely in its capacity as
the Court-appointed receiver and manager of
Home Solutions Corporation, and not in its
personal or corporate capacity

<u>CONFIDENTIAL</u>

<u>APPENDIX 1</u>

[Subject to a request for a sealing order]

CONFIDENTIAL

APPENDIX 2

[Subject to a request for a sealing order]

CONFIDENTIAL

APPENDIX 3

[Subject to a request for a sealing order]

CONFIDENTIAL

APPENDIX 4

[Subject to a request for a sealing order]