

Entered



COURT FILE NUMBER

2201 – 07148

C81069

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

\$50.00
COM
Aug 19 2022

DEFENDANT

HOME SOLUTIONS CORPORATION

APPLICANT

GRANT THORNTON LIMITED in its capacity as
receiver and manager of HOME SOLUTIONS
CORPORATION

DOCUMENT

**APPLICATION (Sale Approval And Vesting Order,
Sealing Order, and Approval of Receiver's
Activities)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.4310/2635
Fax: 403.508.4349
Attention: Jonathan J. Bouchier/Catrina J. Webster
File: 0064684.00074

NOTICE TO RESPONDENTS: Service List attached hereto as **Schedule "A"**.

This application is made against you. You are the 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: August 19, 2022
Time: 3:00 p.m.
Where: <https://albertacourts.webex.com/meet/virtual.courtroom60>
Before Whom: The Honourable Justice R.A. Neufeld

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. An abridgement, if necessary, of the time for service of this Application and materials in support thereof, and an Order declaring service of same to be good and sufficient.
2. Capitalized terms not otherwise defined herein shall have the meaning given to them in the First Report of the Receiver dated August 10, 2022 (the “**Receiver’s First Report**”) and Confidential Appendices “1”, “2”, “3” and “4” to the Receiver’s First Report (collectively, the “**Confidential Appendices**”) of Grant Thornton Limited in its capacity as the court-appointed receiver (the “**Receiver**”) of all current and future assets, undertakings, and properties of Home Solutions Corporation (the “**Debtor**” or “**HSC**”), excluding the Company’s Current Assets (as defined in the Receivership Order).
3. An Order substantially in the form of **Schedule “B”** hereto:
 - (i) approving the transaction contemplated under the auction and liquidation services agreement (the “**Auction Agreement**”) between the Receiver and G.D. Auctions & Appraisal Inc. (“**GD Auctions**”) for assets located at the Calgary Facility (as defined in the Receiver’s First Report) (the “**Auction Assets**”). A partially redacted copy of the Auction Agreement is appended to the Receiver’s First Report as Appendix “2”;
 - (ii) authorizing and directing the Receiver to take all steps reasonably required to carry out the terms of the Auction Agreement;
 - (iii) vesting title to the Assets in each proposed purchaser, or its nominee, following the Auction (each as that term is defined in the Auction Agreement);
4. an Order substantially in the form of **Schedule “C”** hereto:
 - (iv) approving the transaction contemplated under the purchase agreement (the “**Summit Purchase Agreement**”) between the Receiver and Summit Acceptance Limited Partnership through its general partner, Summit Acceptance Corp (“**Summit**”) for 19 leased assets (collectively, the “**Summit Assets**”). A partially redacted copy of the Summit Purchase Agreement is appended to the Receiver’s First Report as Appendix “3”;

- (v) authorizing and directing the Receiver to take all steps reasonably required to carry out the terms of the Summit Purchase Agreement;
 - (vi) vesting title to the Summit Assets in and to the Summit, or its nominee; and
5. an Order substantially in the form of **Schedule “D”** hereto:
- (vii) approving the sealing of the Confidential Appendices until such time as the transactions contemplated in the within Application have closed;
6. an Order substantially in the form of **Schedule “E”** hereto:
- (viii) approving the Receiver’s activities as set out in the Receiver’s First Report and Confidential Appendices; and
 - (ix) granting such further and other relief as the circumstances may require and as this Honourable Court shall deem appropriate.

Grounds for Making the Application:

A. Background

7. HSC is a corporation incorporated pursuant to the laws of Alberta and previously operated as a manufacturer and supplier of materials for closets and glassware for commercial and residential clients in the construction industry.
8. On June 28, 2022, the Receiver was appointed the receiver and manager over all of the Property of HSC by Order of Justice D.B. Nixon of the Alberta Court of Queen's Bench (the **"Receivership Order"**), excluding the Company’s Current Assets (as defined in the Receivership Order) (collectively, the **"HSC Assets"**).
9. Pursuant to sections 3(k) and (l) of the Receivership Order, the Receiver is authorized to, among other things, market any or all of the HSC Assets and sell the HSC Assets or any parts thereof with the approval of this Court.

B. Auction Agreement

10. Following the granting of the Receivership Order, the Receiver contacted 3 auctioneers to determine interest in an outright purchase or various auction sales of the Auction Assets.
11. Interested parties submitted various proposals. Specifically, 3 auctioneers submitted proposals and one entity expressed interest in an en-bloc purchase. Ultimately, no en-bloc offer was received by the interested party.
12. The Receiver is of the view that the Auction Agreement is the most commercially reasonable proposal and represents the highest realization value to stakeholders which is available in the circumstances.

C. Summit Purchase Agreement

13. Following the granting of the Receivership Order, the Receiver was advised of Summit's interest in retaining and purchasing the Summit Assets.
14. Due to the specialized nature of the Summit Assets and the related storage and other costs, the Summit Purchase Agreement would result in a greater realization than what could be obtained by the Receiver if it were to realize on the Summit Assets itself.

D. Sealing of Confidential Appendices

15. The Confidential Appendices contain confidential information with respect to the Auction Agreement and the Summit Purchase Agreement, including the sale prices, as well as information with respect to the various proposal and sales of the Auction Assets and the Summit Assets. The Confidential Appendices thus contain commercially sensitive information and documentation and the Receiver is seeking to have that information sealed on the Court record until such time as the final sale of the Auction Assets and the Summit Assets is completed.
16. There will be a negative impact and significant potential prejudice to stakeholders in the event such confidential information and documentation were disclosed to the public and the transactions contemplated by the Auction Agreement and the Summit Purchase Agreement were to not close and the amount of the purchase prices for the sale of the Auction Assets

and the Summit Assets were disclosed. This would negatively impact any future sales of the Auction Assets and the Summit Assets if these transactions do not close.

E. Approval of Activities of the Receiver to Date

17. All of the actions of the Receiver and its legal counsel in the course of the administration of the receivership of HSC as described in the Receiver's First Report and Confidential Appendices are reasonable and appropriate in the circumstances.

Material or Evidence To Be Relied Upon:

18. The First Report of the Receiver, dated August 10, 2022;
19. The Confidential Appendices to the Receiver's First Report, dated August 10, 2022;
20. The Affidavit of Jeffrey Deacon, sworn June 20, 2022;
21. The Receivership Order granted by Justice D.B. Nixon on June 28, 2022;
22. All pleadings, affidavits and other materials filed in this action; and
23. Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable Rules:

24. Rules 6.3, 6.9, 6.28, and 11.27 of the Alberta *Rules of Court*.

Applicable Acts and Regulations:

25. The *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, including section 243.

How the Application is Proposed to be Heard or Considered:

26. *Via* WebEx hearing before the Honourable Justice R.A. Neufeld.

WARNING TO THE RESPONDENT:

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) 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” – Service List

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
DEFENDANT	HOME SOLUTIONS CORPORATION
APPLICANT	GRANT THORNTON LIMITED in its capacity as receiver and manager of HOME SOLUTIONS CORPORATION
DOCUMENT	SERVICE LIST
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	MLT AIKINS LLP Barristers & Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.4310/2635 Fax: 403.508.4349 Attention: Jonathan J. Bouchier/Catrina J. Webster File: 0064684.00074

As of August 10, 2022

PARTY	COUNSEL
<i>Interim Receiver and Manager of Home Solutions Corporation</i> Grant Thornton Limited Suite 1100, 332 – 6 Avenue SW Calgary, Alberta T2P 0B2 Jason Knight Email: Jason.knight@ca.gt.com Daniel Wootton Email: dan.wootton@ca.gt.com	<i>Counsel for Grant Thornton Limited</i> MLT Aikins LLP 2100 Livingston Place 222 3 Ave SW Calgary, Alberta T2P 0B4 Jonathan J. Bouchier Email: jbourchier@mltaikins.com Catrina J. Webster Email: cwebster@mltaikins.com

Private Debt Partners Senior Opportunities Fund GP Inc. carrying on Business as Private Debt Partners 20 Bay Street, 11th Floor Toronto, Ontario M5J 2N8 Jeffrey Deacon Email: jdeacon@privatedebt.com	<i>Counsel for Private Debt Partners Senior Opportunities Fund GP Inc. carrying on Business as Private Debt Partners</i> Miller Thomson LLP 3000, 700 – 9 Avenue SW Calgary, Alberta T2P 3V4 Nicole T. Taylor-Smith Email: ntaylorsmith@millerthomson.com Douglas Best Email: dbest@millerthomson.com Larry Ellis Email: lellis@millerthomson.com
<i>Trustee for Home Solutions Corporation</i> MNP Ltd. 1500, 640 – 5 Avenue SW Calgary, Alberta T2P 3G4 Vanessa Allen Email: vanessa.allen@mnp.ca Jacqueline Shellon Email: jacqueline.shellon@mnp.ca	<i>Counsel for MNP</i> McMillan LLP Suite 1700, 421 – 7 Avenue SW Calgary, Alberta T2P 4K9 Adam Maerov Email: adam.maerov@mcmillan.ca
<i>Purchaser</i> Summit Acceptance Limited Partnership, by its general partner, Summit Acceptance Corp. 1260 Highfield Crescent SE Calgary, Alberta T2G 5M3 Email: ABppsa_notifications@kaizenauto.com	

<i>Guarantors of Home Solutions Corporation, Andrew Davidson and 2087212 Alberta Ltd.</i>	<i>Counsel for Guarantors of Home Solutions Corporation, Andrew Davidson and 2087212 Alberta Ltd.</i> Bennett Jones LLP 4500 Bankers Hall East, 855 2nd Street SW Calgary, Alberta T2P 4K7 Chris Simard Email: simardc@bennettjones.com
Gemstone Lights Calgary Ltd. 12143 – 40 Street SE, Suite 170 Calgary, Alberta T2Z 4E6 Email: info@hudson-law.ca Jeff Ady Email: jeff.ady@outlook.com 3M Holdings Ltd. 279 Midpark Way SE, Suite 103 Calgary, Alberta T2X 1M2 Email: corporate@exglegal.ca Jeff Ady Email: jeff.ady@outlook.com	<i>Counsel for Gemstone Lights Calgary Ltd. and 3M Holdings Ltd.</i> Cassels Brock & Blackwell LLP 888 3 Street SW Calgary, Alberta T2P 5C5 Jeff Oliver Email: joliver@cassels.com
Toronto Dominion Bank 421 7th Avenue SW, 10th Floor Calgary, Alberta T2P 4K9 Toronto Dominion Bank 350 – 5th Avenue SW Calgary, Alberta T2P 2P6 Ovais Khan Email: Ovais.Khan@td.com Joe Seidel Email: Joe.Seidel@td.com	<i>Counsel for Toronto Dominion Bank</i> McCarthy Tetrault LLP Suite 4000, 421 – 7 Avenue SW Calgary, Alberta T2P 4K9 Pantelis Kyriakakis Email: pkyriakakis@mccarthy.ca
S. Nielsen Family Trust 65 Trasimeno Crescent SW Calgary, Alberta T3E 8B9 Soren S. Nielsen Email: sorensnielsen@outlook.com	

Shaw GMC Chevrolet Buick Inc. 4620 Blackfoot Trail SE Calgary, Alberta T2G 4G2	
Summit Acceptance Corp. 4620 Blackfoot Trail SE Calgary, Alberta T2G 4G2 P. Bamberger Email: pbamberger@summitacceptance.com C. Smith Email: csmith@summitacceptance.com	
W. Sonogo Family Trust 715 Imperial Way SW Calgary, Alberta T2S 1N6 Email: ddassist@telus.net Wendy McAllister Email: wendymcallister44@gmail.com	
Formations Inc. 12220 142 Street Edmonton, Alberta T5L 2G9 Email: pprnotices@stillmanllp.com	
Canada Revenue Agency Prairie Region 510, 606 – 4 Street SW Calgary, Alberta T2P 1T1 Jill Medhurst-Tivadar Email: jill.medhurst-tivadar@justice.gc.ca	Department of Justice Canada - Prairie Regional Office 10423 101 Street 3 rd Floor, Epcor Tower Edmonton, Alberta T5H 0E7 E-mail: alb.fc@justice.gc.ca

Schedule “B” – Sale Approval and Vesting Order for Auction Agreement

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
DEFENDANT	HOME SOLUTIONS CORPORATION
DOCUMENT	APPROVAL AND VESTING ORDER (Sale by Receiver)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.4310/4347 Fax: 403.508.4349 Attention: Jonathan J. Bouchier/Catrina J. Webster File: 0064684.00074

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 19, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE R.A. NEUFELD

UPON THE APPLICATION of Grant Thornton Limited filed on August 10, 2022 (the "**Application**") in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof, excluding the Current Assets as defined in the Receivership Order, of Home Solutions Corporation (the "**Debtor**") for an Order (i) approving an auction and liquidation services agreement dated August 9, 2022 (the "**Auction Agreement**") between the Receiver and G.D. Auctions & Appraisals Inc. (the "**Auctioneer**") and appended to the Confidential Appendices to the Receiver's First Report dated August 10, 2022 (the "**Confidential Appendices**"); (ii) authorizing the Auctioneer to conduct an auction in accordance with the terms of the Auction Agreement (the "**Auction**"); and (iii) vesting in each purchaser at such Auction (each, a "**Purchaser**"), the Debtor's right, title and

interest in and to the assets purchased by such Purchaser at the Auction (in each case, the **"Purchased Assets"**), free and clear of any claims and encumbrances;

AND UPON HAVING READ the Application, the Receivership Order granted on June 28, 2022 (the **"Receivership Order"**), the First Report of the Receiver dated August 10, 2022 (the **"Receiver's First Report"**), and the Confidential Appendices "1", "2", "3" and "4" to the Receiver's First Report, and the Affidavit of Service, sworn on August 18, 2022; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

2. The transactions contemplated under the Auction Agreement and the execution by the Receiver of the Auction Agreement are hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver 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 Auction and conveyance of the Purchased Assets to the Purchaser(s) or nominees.

VESTING OF PROPERTY

3. Upon:
 - (a) the Auctioneer completing a sale to a Purchaser at the Auction of one or more Purchased Assets;
 - (b) receipt by the Auctioneer from such Purchaser of the purchase price determined at the Auction; and
 - (c) delivery by the Auctioneer to such Purchaser of a bill of sale or similar evidence of purchase and sale (each, a **"Purchaser's Bill of Sale"**),

(each an "**Auction Transaction**" and collectively, the "**Auction Transactions**")

all of the Debtor's right, title and interest in and to the Purchased Assets as listed in **Schedule "B"** hereto, as described in the Auction Agreement, 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 Receivership 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;

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. The Auction Transactions are hereby approved and ratified and it is hereby declared that the Auction Transactions are commercially reasonable.
- 5. Upon the completion of all of the Auction Transactions to the satisfaction of the Receiver, the Receiver shall file a certificate substantially in the form attached hereto as **Schedule "A"** certifying that the Auction Transactions have closed (the "**Receiver's Closing Certificate**").
- 6. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver'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:

- (a) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the PPR Registrar (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
7. 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 Auction Agreement. Presentment of this Order and the Receiver’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.
8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Auction Agreement.
9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’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), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of

such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Closing Certificate pursuant to the Receivership Order.

10. Except as expressly provided for in the Auction Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Auction Transactions, have liability of any kind whatsoever in respect of any Claims against the Debtor.
11. Upon completion of the Auction Transactions, the Debtor and all persons who claim by, through or under the Debtor 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).
12. 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 Debtor, or any person claiming by, through or against the Debtor.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
14. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after completion of all of the Auction Transactions to the satisfaction of the Receiver.
15. 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 Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's

records pertaining to the Debtor'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 Debtor are entitled.

MISCELLANEOUS MATTERS

16. 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; 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 Debtor and shall not be void or voidable by creditors of the Debtor, 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.

- 17. The Receiver, 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.
- 18. 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 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 order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

19. 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;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:
www.GrantThornton.ca/HomeSolutions

20. 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.

The Honourable Justice R.A. Neufeld
Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate

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
DEFENDANT	HOME SOLUTIONS CORPORATION
APPLICANT	GRANT THORNTON LIMITED in its capacity as receiver and manager of HOME SOLUTIONS CORPORATION
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.4310/4347 Fax: 403.508.4349 Attention: Jonathan J. Bourchier/Catrina Webster File: 0064684.00074

RECITALS

- 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 (the "**Receivership Order**"), Grant Thornton Limited, was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Home Solutions Corporation (the "**Debtor**"), excluding the Current Assets as defined in the Receivership Order.
- B. Pursuant to an Order of the Court granted by the Honourable Justice R.A. Neufeld dated August 19, 2022, the Court approved an auction services agreement dated August 9, 2022 (the "**Auction Agreement**") between the Receiver and G.D. Auctions & Appraisals Inc. pursuant to which one or more auction transactions may be completed (the "**Auction Transactions**").

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

THE RECEIVER CERTIFIES the following:

1. The Auction Transactions have been completed to the satisfaction of the Receiver.
2. This Certificate was delivered by the Receiver at _____ on the ____ day of _____, 2022.

**Grant Thornton Limited, in Its
Capacity as Receiver and
Manager of Home Solutions
Corporation**

Per:_____
Name:
Title:

SCHEDULE "B"

DESCRIPTION OF THE PURCHASED 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. Konico Minolta "Bizhub 552" photocopier
39. Konico 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 “C” – Sale Approval and Vesting Order for Summit Purchase Agreement

COURT FILE NUMBER	2201 - 07148	Clerk's Stamp
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	
DEFENDANT	HOME SOLUTIONS CORPORATION	
DOCUMENT	APPROVAL AND VESTING ORDER (Sale by Receiver)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.5420/4347 Fax: 403.508.4349 Attention: Jonathan J. Bouchier/Catrina J. Webster File: 0064684.00074	

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 19, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE R.A. NEUFELD

UPON THE APPLICATION of Grant Thornton Limited filed on August 10, 2022 (the "**Application**") in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof, excluding the Current Assets as defined in the Receivership Order, of Home Solutions Corporation (the "**Debtor**"), for an Order (i) approving the sale transaction (the "**Transaction**") contemplated by a Purchase Agreement dated August 4, 2022 (the "**Purchase Agreement**") and appended to the Confidential Appendices to the First Report of the Receiver dated August 10, 2022 (the "**Receiver's First Report**") between the Receiver and Summit Acceptance Limited Partnership through its general partner, Summit Acceptance Corp (the "**Purchaser**"), and (ii) vesting in the Purchaser (or its nominee), Debtor's right, title and interest in and to the assets described in the

Purchase Agreement (the "**Purchased Assets**"), free and clear of any claims and encumbrances;

AND UPON HAVING READ the Application, the Receivership Order granted on June 28, 2022 (the "**Receivership Order**"), the Receiver's First Report, and the Confidential Appendices "1", "2", "3", and "4" to the Receiver's First Report (the "**Confidential Appendices**"), and the Affidavit of Service, sworn on August 18, 2022; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Purchase Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver 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 Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto, and as described in the Purchase Agreement, 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 Receivership 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

and for greater certainty, this Court orders that all Claims including encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

- 4. The Purchase Agreement is hereby approved and ratified and it is hereby declared that the Purchase Agreement is commercially reasonable.
- 5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver'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. Without limiting the foregoing:
 - (a) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the PPR Registrar (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
- 6. 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 Purchase Agreement. Presentment of this Order and the Receiver'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.

7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Purchase Agreement.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver'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), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Closing Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the 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 Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor 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).

11. 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 Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after completion of the Transaction to the satisfaction of the Receiver.
14. 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 Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor'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 Debtor was entitled.

MISCELLANEOUS MATTERS

15. 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; 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 Debtor and shall not be void or voidable by creditors of the Debtor, 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.

16. The Receiver, 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.
17. 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 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 order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. 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;
 - (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:
www.GrantThornton.ca/HomeSolutions

19. 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.

The Honourable Justice R.A. Neufeld
Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate

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
DEFENDANT	HOME SOLUTIONS CORPORATION
APPLICANT	GRANT THORNTON LIMITED in its capacity as receiver and manager of HOME SOLUTIONS CORPORATION
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.4310/4347 Fax: 403.508.4349 Attention: Jonathan J. Bourchier/Catrina J. Webster File: 0064684.00074

RECITALS

- 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 (the "**Receivership Order**"), Grant Thornton Limited, was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Home Solutions Corporation (the "**Debtor**"), excluding the Current Assets as defined in the Receivership Order.
- B. Pursuant to an Order of the Court granted by the Honourable Justice R.A. Neufeld dated August 19, 2022, the Court approved a purchase agreement dated August 4, 2022 (the "**Purchase Agreement**") between the Receiver and Summit Acceptance Limited Partnership through its general partner, Summit Acceptance Corp (or its nominee) (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor'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 Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Sale Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable); and (iii) the Transaction (as such term is defined in the Approval and Vesting Order) has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Sale Price for the Purchased Assets payable on the Closing Date of the Transaction pursuant to the Purchase Agreement.
2. The conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable).
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on the ____ day of _____, 2022.

**Grant Thornton Limited, in Its
Capacity as Receiver and
Manager of Home Solutions
Corporation**

Per: _____
Name:
Title:

SCHEDULE "B"**DESCRIPTION OF THE PURCHASED ASSETS**

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

Schedule “D” – Sealing Order

COURT FILE NUMBER	2201 - 07148	Clerk's Stamp
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	
DEFENDANT	HOME SOLUTIONS CORPORATION	
DOCUMENT	SEALING ORDER	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.4310/4347 Fax: 403.508.4349 Attention: Jonathan J. Bouchier/Catrina J. Webster File: 0064684.00074	

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 19, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE R.A. NEUFELD

UPON THE APPLICATION of Grant Thornton Limited filed on August 10, 2022 (the "**Application**") in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof, excluding the Current Assets as defined in the Receivership Order, of Home Solutions Corporation (the "**Debtor**") for an Order sealing the Confidential Appendices (defined below); **AND UPON HAVING READ** the Application, the Receivership Order granted on June 28, 2022, the First Report of the Receiver dated August 10, 2022 (the "**Receiver's First Report**"), and the Confidential Appendices "1", "2", "3" and "4" to the Receiver's First Report (collectively, the "**Confidential Appendices**"); **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Confidential Appendices are hereby directed to be sealed.
2. The Clerk of the Court is hereby directed to seal the Confidential Appendices on the Court file until the earlier of:
 - (a) an Order of this Honourable Court directs that the Confidential Appendices be filed into his Action; or
 - (b) a sale of the Debtor's assets by the Receiver has closed respecting the Confidential Appendices and the Receiver files its Receiver's Certificate with the Clerk of the Court confirming a sale of the Debtor's assets has closed.
3. The Clerk of the Court is hereby directed to seal the Confidential Appendices in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS A CONFIDENTIAL DOCUMENT. THE CONFIDENTIAL DOCUMENT IS SEALED ON COURT FILE 2201-07148 PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE R.A. NEUFELD ON AUGUST 19, 2022. THIS CONFIDENTIAL DOCUMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF AN ORDER OF THE COURT DIRECTING THAT THE CONFIDENTIAL DOCUMENT BE FILED AND/OR THE FILING OF A RECEIVER'S CERTIFICATE FROM GRANT THORNTON LIMITED, IN ITS CAPACITY AS RECEIVER OF THE DEBTOR, CONFIRMING THIS CONFIDENTIAL DOCUMENT MAY BE FILED.

The Honourable Justice R.A. Neufeld
Justice of the Court of Queen's Bench of Alberta

Schedule “E” – Order Approving Receiver’s Activities

COURT FILE NUMBER	2201 - 07148	Clerk's Stamp
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	
DEFENDANT	HOME SOLUTIONS CORPORATION	
DOCUMENT	ORDER (Approval of Receiver's Activities)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.4310/4347 Fax: 403.508.4349 Attention: Jonathan J. Bouchier/Catrina J. Webster File: 0064684.00074	

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 19, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE R.A. NEUFELD

UPON THE APPLICATION of Grant Thornton Limited filed on August 10, 2022 (the "**Application**") in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof, excluding the Current Assets as defined in the Receivership Order, of Home Solutions Corporation for an Order approving the actions of the Receiver; **AND UPON HAVING READ** the Application, the Receivership Order granted on June 28, 2022, the First Report of the Receiver dated August 10, 2022 (the "**Receiver's First Report**"), and the Confidential Appendices "1", "2", "3", and "4" to the Receiver's First Report (the "**Confidential Appendices**"); **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The activities of the Receiver as set out in the Receiver's First Report and the Confidential Appendices, are hereby ratified and approved.
2. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effective the next business day following transmission or delivery of this Order.

The Honourable Justice R.A. Neufeld
Justice of the Court of Queen's Bench of Alberta