



COURT FILE NUMBER S224806
VANCOUVER REGISTRY
ESTATE NO. 11-254412

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF
PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.**

FIRST REPORT OF THE RECEIVER

AUGUST 12, 2022

FIRST REPORT OF THE RECEIVER

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INTRODUCTION

1. On June 15, 2022 (the “**Date of Appointment**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all the assets, undertakings and property (the “**Property**”) of Premium Comfort Heating & Air Conditioning Ltd. (“**Premium Comfort**” or the “**Company**”) pursuant to an Order of the Honourable Justice Skolrood (the “**Receivership Order**”).
2. The Receivership Order authorized the Receiver, among other things, to take possession of the Property, to market any or all of the Property and sell, convey, transfer or assign the Property with the approval of this Honourable Court in respect of any transactions in excess of \$100,000.
3. The Receiver’s reports and other information in respect of these proceedings (the “**Receivership Proceedings**”) are posted on the Receiver’s website at <http://cfcanada.fticonsulting.com/premiumcomfort/>.
4. On August 12, 2022, the Receiver filed a Notice of Application seeking orders (the “**Approval and Vesting Orders**”) approving:
 - (a) an auction services agreement (the “**Vehicle Auction Services Agreement**”) between the Receiver and Maynards Industries II Canada Ltd. (“**MIC**”) to dispose of the Company’s vehicle fleet and vesting them in any auction purchaser upon issuance of a bill of sale; and
 - (b) an auction services agreement (the “**Inventory and Equipment Auction Services Agreement**”) between the Receiver and Dodds Bros. Auctions Ltd. (“**Dodds**”) to dispose of the Company’s remaining inventory and equipment and vesting title to such goods in any auction purchaser upon issuance of a bill of sale.

5. The purpose of this report (“**First Report**”) is to provide this Honourable Court with information with respect to the following:
- (a) the background of the Company and the Property;
 - (b) the activities of the Receiver since the Date of Appointment;
 - (c) the Receiver’s interim statement of receipts and disbursements from the Date of Appointment to July 29, 2022;
 - (d) the process undertaken by the Receiver to solicit bids and auction proposals for the vehicle fleet, equipment and inventory;
 - (e) the Vehicle Auction Services Agreement between the Receiver and MIC;
 - (f) the Inventory and Equipment Auction Services Agreement between the Receiver and Dodds;
 - (g) a demand for repossession of goods submitted by Lennox Industries Canada (ULC) (“**Lennox**”);
 - (h) the Receiver’s administration of the *Wage Earner Protection Program Act* (Canada) (“**WEPPA**”) claims of certain former employees of the Company; and
 - (i) the Receiver’s application for the Approval and Vesting Order.

TERMS OF REFERENCE

6. In preparing this First Report, the Receiver has relied upon unaudited financial information, other information available to the Receiver and, where appropriate, the Company's books and records and discussions with various parties (collectively, the "**Information**").
7. Except as described in this First Report:
 - (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*; and
 - (b) the Receiver has not examined or reviewed the financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*.
8. Future oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.
9. The Receiver has prepared this First Report in connection with the Application. This First Report should not be relied on for any other purposes.
10. Any advice described in this First Report has been provided to the Receiver by its counsel, Blake, Cassels & Graydon LLP (the "**Receiver's Counsel**") and has been provided to the Receiver to assist it in considering its course of action and is not intended as legal or other advice to, and may not be relied upon by, any other stakeholder.

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

BACKGROUND

Business, Asset and Liabilities

12. The Company's primary business was providing plumbing, heating and air conditioning services to corporate and individual customers in the communities in or around Kelowna, BC.
13. At the Date of Appointment, the Company's operations had been shut down and its employees had been recently terminated.
14. The Company's assets include 21 owned and leased vehicles, reported inventory with a book value of approximately \$1.5 million and reported accounts receivable of approximately \$700,000. On the Date of Appointment, the Company's assets and premises were secured by North Central Bailiffs Ltd. which had taken possession of the assets pursuant to instructions of National Bank of Canada ("NBC"), the Company's senior secured lender ("**Senior Secured Lender**").
15. Premium Comfort owes approximately \$2.1 million plus accrued interest and legal costs to NBC and reported approximately \$300,000 plus accrued interest and legal costs owing to its secured second lien lender, Business Development Bank of Canada (the "**2L Lender**" and with the Senior Secured Lender, the "**Secured Lenders**"). The Company also owes approximately \$118,000 to various lessors in respect of vehicle and equipment financing facilities.
16. The Company has reported unremitted employee source deductions due to Canada Revenue Agency ("**CRA**") of approximately \$115,000.

17. As of the Appointment Date the Company reported approximately \$1.2 million owed to unsecured creditors.

ACTIVITIES OF THE RECEIVER

18. Since the Date of Appointment the Receiver's activities have included, among other things:
- (a) attending the Company's leased premises in Kelowna, BC;
 - (b) contracting with North Central Bailiffs to secure the Property and assist the Receiver with control and custody of the Property;
 - (c) telephone and video conference meetings with former ownership and management of Premium Comfort including Ms. Diane Secord and Mr. Matthew Morey to obtain additional information in respect of the Company and Property;
 - (d) retaining Blake Cassels & Graydon LLP to act as legal counsel to the Receiver;
 - (e) attending to statutory notices including mailing a notice and statement of the Receiver in accordance with subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada);
 - (f) facilitating and administering the filing of claims on behalf of 34 former employees who were determined to have claims under the WEPPA;
 - (g) retaining Dodds to perform an inventory count and appraisal of the Company's inventory and equipment;

- (h) soliciting auction proposals with respect to the Company's vehicle fleet, inventory and equipment;
- (i) pursuing collection of the Company's accounts receivable;
- (j) providing periodic updates to NBC;
- (k) attending to correspondence with various investors, creditors and other stakeholders including counsel to Emco Corporation with respect to an asserted claim under s. 10 of the *Builders Lien Act* (British Columbia) and the 2L Lender with respect to its claims against the Company; and
- (l) preparing this First Report.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

19. The Receiver's interim statement of receipts and disbursements from the Date of Appointment to July 29, 2022, is summarized as follows:

| Statement of Receipts and Disbursements for the period of June 15, 2021 to July 29, 2022 CAD \$ | |
|--|-------------------|
| Receipts | |
| Receiver's Certificate | \$ 100,000 |
| Accounts receivable collections | 69,793 |
| Total - Receipts | 169,793 |
| Disbursements | |
| Occupation rent | 15,443 |
| Contractors | 14,197 |
| Insurance | 7,945 |
| GST Paid | 1,338 |
| Bank fees and other | 214 |
| Total - Disbursements | 39,137 |
| Net Cash on Hand | \$ 130,656 |

- (a) Receiver's Certificate – \$100,000 has been advanced by NBC under the Receiver's Certificate and is secured by the Receiver's Borrowing Charge pursuant to the Receivership Order;
- (b) Accounts Receivable – amounts collected from customers related to outstanding account balances;
- (c) Rent includes amounts disbursed for occupation rent;
- (d) Contractors – includes the costs of retaining Dodds to secure and inventory the Property and other contractors retained by the Receiver;
- (e) Insurance – monthly premium payments under the Company's existing financing agreement for its insurance policies;

- (f) Appraisal fee – to complete an appraisal of the Company’s inventory and equipment;
 - (g) Bank fees include wire payment fees, and other miscellaneous bank fees.
20. As at July 29, 2022, the Receiver is holding approximately \$130,656 of cash on hand in the estate trust account.

SOLICITATION OF AUCTION PROPOSALS

21. As at the Date of Appointment, the Company did not maintain a perpetual inventory subledger or current capital asset register. The Receiver contracted with Dodds to count and document the inventory and equipment in the Receiver’s possession. In order to avoid delays in monetizing the Company’s vehicle fleet while the inventory and equipment count was being performed, the Receiver conducted a separate tender process to solicit bids and/or auction proposals for the vehicle fleet and the inventory and equipment.

Vehicle Fleet Solicitation Process

22. The Receiver solicited auction proposals for the Company’s vehicle fleet (the “**Vehicle Fleet Solicitation Process**”). Highlights of the Vehicle Solicitation Process include:
- (a) on July 4, 2022, the Receiver sent an email soliciting bids or auction proposals from 5 auction firms and one used vehicle dealership;
 - (b) viewings were coordinated for parties that wished to inspect the vehicles;
 - (c) a deadline for submission of proposals was established at 5:00 pm on July 8, 2022; and

- (d) four proposals were received on or before the proposal deadline.

Inventory and Equipment Solicitation Process

23. The Receiver solicited auction proposals for the Company's inventory and equipment (the "**Inventory and Equipment Solicitation Process**"). Highlights of the Inventory and Equipment Solicitation Process include:

- (a) on July 12, 2022, the Receiver sent an email soliciting bids or auction proposals from 6 auction firms;
- (b) a secure site was established to review a listing of the equipment and inventory along with pictures from a recently completed appraisal;
- (c) a deadline for submission of proposals was established at 5:00pm on July 20, 2022; and
- (d) four proposals were received on or before the proposal deadline.

Evaluation of the Auction Proposals

24. The Receiver, in consultation with the Senior Secured Lender, evaluated the proposals with consideration to, among other things:

- (a) the proposed purchase prices;
- (b) the net minimum guarantees included in auction proposals;
- (c) the fee structures included in auction proposals including commissions, buyers premiums, sharing thresholds and cost deductions;
- (d) the proposed sales approach including auction strategies;

- (e) key dates including closing dates and timing and location of the auction;
- (f) closing risk and price risk including any remaining due diligence or other conditions;
- (g) extent to which the proposals complied with the solicitation processes; and
- (h) the overall expected range of recoveries from the proposals.

25. Ultimately, the Receiver has selected the following proposals (collectively, the “**Auction Services Agreements**”) for approval by this Honourable Court:

- (a) the Vehicle Auction Services Agreement submitted by MIC; and
- (b) the Inventory and Equipment Auction Services Agreement submitted by Dodds.

26. Copies of the Auction Services Agreements with commercially sensitive terms redacted are attached as Appendix “A” and Appendix “B” to this Report. The Receiver is of the view that disclosure of the financial terms of the Auction Services Agreements may be detrimental to the realization process. For example, disclosure of the financial terms of the auction proposals could cause prejudice to creditors and other stakeholders of the Company in the event the transactions contemplated by the proposals are not completed in accordance with their terms. If this were to occur, the Company’s assets could be subject to further marketing and the Receiver’s ability to obtain the highest and best price could be severely compromised by the financial terms of the auction proposals entering the public domain. As such, the Receiver has therefore prepared a Confidential Supplement to the First Report to disclose the financial terms and provide unredacted copies of the Vehicle Auction Services Agreement and Inventory and Equipment Auction Services Agreement to the Court only, and seeks a limited sealing order for this purpose.

VEHICLE AUCTION SERVICES AGREEMENT

27. The Vehicle Auction Services Agreement includes the following key terms:
- (a) Acknowledgement that the Vehicles are sold on an “as-is, where-is” basis to the highest bidder, without any representations of any kind or nature whatsoever, including as to merchantability or fitness, and without warranty or agreement as to the condition of such assets;
 - (b) The Vehicle Auction Services Agreement is subject to approval of this Honourable Court;
 - (c) MIC shall pay to the Receiver a net minimum guarantee (the “**MIC NMG**”);

- (d) MIC is to provide a non-refundable deposit within three days of acceptance of the Vehicle Auction Acceptance Agreement. The balance of the MIC NMG will be paid to the Receiver on the earlier of the date that is 14 days following the completion of the auction or September 15, 2022;
 - (e) After sufficient proceeds have been collected from the sale of the Vehicles to first pay the MIC NMG, MIC shall be entitled to be paid the next available proceeds up to a specified agreed amount (the “MIC Fee”);
 - (f) Any additional proceeds above the MIC NMG and the MIC Fee shall be allocated as between MIC and the Receiver on the basis of agreed upon percentages. Any amount payable to the Receiver will be paid within 14 days of the completion of the auction; and
 - (g) MIC shall be entitled to charge and retain for its own account a buyer premium in an agreed upon amount.
28. The Receiver’s comments with respect to the Vehicle Auction Services Agreement are as follows:
- (a) the Vehicle Fleet Solicitation Process was fair and transparent and provided all participants with equal access to information and opportunity to submit an offer or proposal;
 - (b) the net minimum guarantee provided by MIC provides for the highest guaranteed proceeds with an opportunity for additional recoveries if auction proceeds exceed the sharing threshold;

- (c) the cost structure and other key terms of the Vehicle Auction Services Agreement are commercially reasonable given the nature, location and condition of the vehicles and based on the Receiver's experience with auctioneers and liquidators in the context of insolvency or restructuring proceedings;
- (d) the Receiver is satisfied that MIC has the requisite experience and is appropriately qualified to conduct the auction process contemplated by the Vehicle Auction Services Agreement; and
- (e) the Vehicle Auction Services Agreement is supported by the Senior Secured Lender.

INVENTORY AND EQUIPMENT AUCTION SERVICES AGREEMENT

29. The Inventory and Equipment Auction Services Agreement includes the following key terms:
- (a) Acknowledgement that the Inventory and Equipment are sold on an "as-is, where-is" basis to the highest bidder, without any representations of any kind or nature whatsoever, including as to merchantability or fitness, and without warranty or agreement as to the condition of such assets;
 - (b) The Inventory and Equipment Auction Services Agreement is subject to approval of this Honourable Court;
 - (c) Dodds shall pay to the Receiver a net minimum guarantee (the "**Dodds NMG**");

- (d) Dodds is to provide a non-refundable deposit within three days of acceptance of the Inventory and Equipment Auction Services Agreement. The balance of the Dodds NMG will be paid to the Receiver on the earlier of the date that is 7 days following the completion of the auction or September 30, 2022; and
 - (e) Dodds shall be entitled to charge and retain for its own account a (a) a commission on the Inventory and Equipment sold through the auction and (b) a buyers premium in an agreed upon amount.
30. The Receiver's comments with respect to the Inventory and Equipment Auction Services Agreement are as follows:
- (a) the Inventory and Equipment Fleet Solicitation Process was fair and transparent and provided all participants with equal access to information and opportunity to submit an offer or proposal;
 - (b) the net minimum guarantee provided by Dodds provides for the highest guaranteed proceeds with an opportunity for additional recoveries if auction proceeds exceed the sharing threshold;
 - (c) the cost structure and other key terms of the Inventory and Equipment Auction Services Agreement are commercially reasonable given the nature, location and condition of the vehicles and based on the Receiver's experience with auctioneers and liquidators in the context of insolvency or restructuring proceedings;
 - (d) the Receiver is satisfied that Dodds has the requisite experience and is appropriately qualified to conduct the auction process contemplated by the Inventory and Equipment Auction Services Agreement; and

- (e) the Inventory and Equipment Auction Services Agreement is supported by the Senior Secured Lender.

POTENTIAL PRIORITY CLAIMS

Demand for Repossession of Goods

- 31. On June 21, 2022, the Receiver received a notice from Lennox demanding the repossession of certain goods supplied to Premium Comfort with a book value of approximately \$44,000.
- 32. The Receiver evaluated the demand in the context of Paragraph 81.1(1)(a) of the *Bankruptcy and Insolvency Act* including whether:
 - (a) the goods had been delivered within 30-days prior to the Receivership Proceedings;
 - (b) the goods were in the possession of the Receiver;
 - (c) the goods had not been resold and were not subject to any agreement for sale at arm's length;
 - (d) the goods were identifiable and in the same state as they were upon delivery; and
 - (e) the amounts payable to Lennox in respect of the delivery remained owing.
- 33. The Receiver, in consultation with Dodds, who reviewed the remaining inventory at the Company's leased premise, determined that although the goods were supplied within 30 days the Receiver was no longer in possession of the goods subject to the claim and therefore the Receiver issued a notice of disallowance to Lennox on August 4, 2022.

Payroll Source Deductions

34. The Company has reported unremitted source deductions in the amount of approximately \$115,000 and expects that the CRA will have a deemed trust claim ranking in priority to the Secured Creditors. The Receiver has corresponded with CRA to schedule a trust audit to confirm the quantum of such a claim.

Wage Earner Protection Program

35. Prior to the Date of Appointment, 34 former employees were terminated and had unpaid wages that accrued prior to the Date of Appointment and were not paid termination and/or severance pay.
36. In accordance with the WEPPA, the Receiver made the former employees aware of the existence of such program and advised that the Receiver would review the Company's books and records and identify employees who were owed eligible wages under the Wage Earner Protection Program (the "WEPP").
37. After reviewing the Company's books and records, and with the assistance of the Company, the Receiver determined that approximately \$36,000 was owed to former employees for unpaid wages and \$58,000 for termination and severance pay, which are considered eligible wages under the WEPP (the "WEPP Claims").
38. Pursuant to section 81.4(4) of the *Bankruptcy and Insolvency Act*, the WEPP Claims are secured against the Company's current assets to the extent of \$2,000 per employee for wages and compensation (including vacation pay, but excluding severance and termination pay).

39. The Receiver has yet to receive the details of Service Canada’s subrogated claim. However, it estimates that the claim submitted by Service Canada ranking in priority to the Secured Lenders will be approximately \$35,000 (“**Expected Priority WEPP Claim**”) which relates to the unpaid vacation pay portion of the WEPP Claims. The Receiver recommends holding back funds sufficient to satisfy the full amount of the Expected Priority WEPP Claim.

Vehicle Leases

40. The Receiver is aware that 4 of the 19 vehicles included in the Vehicle Auction Services Agreement are encumbered by registrations under the British Columbia Personal Property Registry by the following secured parties:
- (a) Ford Credit Canada Company;
 - (b) the Bank of Nova Scotia; and
 - (c) GM Financial Canada Leasing Ltd.

Distributions Subject to Court Approval

41. The Receiver intends to seek approval of this Honourable Court prior to any distributions of the net proceeds payable to the Receiver pursuant to the Auction Services Agreements.

ASSIGNMENT IN BANKRUPTCY

42. The Company has a large number of creditors, some with potential priority claims including but not limited to employee wage claims, claims for unremitted payroll source deductions and equipment financing leases. The Receiver is planning to make an assignment in bankruptcy in respect of Premium Comfort which will facilitate a process for creditors to prove their claims and define respective priorities pursuant to the scheme of distribution under the BIA.

RECEIVER'S RECOMMENDATIONS

43. The Auction Services Agreements represent the best proposals received in respect of the Property, will result in the monetization of the Property in a timely manner and will protect the downside risk to the Company's stakeholders while maintaining the potential for upside realizations.
44. Based on the foregoing, the Receiver respectfully recommends that this Honorable Court grant the Approval and Vesting Orders.

All of which is respectfully submitted this 12 day of August, 2022.

FTI Consulting Canada Inc. in its capacity as
Receiver of Premium Comfort, and not
in its personal or corporate capacity



Tom Powell
Senior Managing Director



Brett Wilson
Senior Director

First Report of FTI Consulting Canada Inc.,
In its capacity as Receiver of Premium Comfort Heating & Air Conditioning Ltd.

Appendix “A” – Vehicle Auction Services Agreement

THIS Auction Services Agreement dated for reference the 8 day of August, 2022 (the "Agreement")

MADE BETWEEN:

FTI CONSULTING, INC., in its capacity as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd., and not in its personal capacity.

(hereinafter referred to as the "Receiver")

OF THE FIRST PART

AND:

MAYNARDS INDUSTRIES II CANADA LTD.

(hereinafter referred to as the "Auctioneer")

OF THE SECOND PART

WHEREAS:

- A. Pursuant to an Order of the Supreme Court of British Columbia granted on June 15, 2022, the Receiver was appointed as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd. (the "Company") including the "Assets" listed in **Schedule "A"** hereto; and
- B. The Receiver wishes to retain the Auctioneer to sell the Assets, subject to the terms and conditions hereof, and the Auctioneer is willing to provide auction services to the Receiver, 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

- 1.2 The Receiver hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program and run a liquidation and auction with respect to the Assets on the terms and conditions set forth in this Agreement. The Auctioneer will determine the best way of selling the Assets with a view to maximizing the Receiver's realization on the Assets. For greater certainty, the term "**Auction**" used in this Agreement shall mean the sale of the Assets to be conducted by the Auctioneer on behalf of the Receiver, which may include an auction of the Assets conducted at the Premises (as defined below) or any combination of a private or public sale prior to or in place of an auction at the Premises (as defined below) or on the internet.
- 1.3 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". All sales of Assets shall be made by the Auctioneer as agent in fact for the Receiver. Title to the Assets shall remain with the Company through to the completion of the Auction contemplated by this Agreement. The Auctioneer will

not, and has no authority to, incur any liability or obligation on behalf of the Receiver, unless otherwise specifically authorized and approved by the Receiver.

2. PAYMENT OF NET MINIMUM GUARANTEE, DISTRIBUTION OF SALE PROCEEDS, AND BUYER'S PREMIUM

2.1 The Auctioneer shall pay to the Receiver by certified cheque, bank draft or wire transfer, as directed by the Receiver in its sole discretion, a non-refundable net minimum guarantee in the amount of [REDACTED] (the "Net Minimum Guarantee"), which amount shall be net of all provincial and federal sales taxes which for greater certainty shall be collected and remitted by the Auctioneer, for the right to sell the Assets. For greater certainty, if the Assets are not sold through the Auction for any reason other than a termination under section 9.1(c) of this Agreement, or Sale Proceeds (as defined below) are less than the Net Minimum Guarantee, the Net Minimum Guarantee shall nonetheless be payable by the Auctioneer to the Receiver without prejudice to any rights or remedies the Receiver may have in law or under this Agreement in connection with any default of the Auctioneer.

2.2 The Auctioneer shall track and manage all proceeds of the sale of the Assets (the "Sale Proceeds"). After sufficient Sale Proceeds have been collected from the sale of the Assets to first pay the Net Minimum Guarantee (or to reimburse Auctioneer for the payment of the Net Minimum Guarantee), the Auctioneer shall be entitled to be paid the next available Sale Proceeds in an amount not to exceed [REDACTED] (the "Auctioneer's Fee").

2.3 Any additional Sale Proceeds above the Net Minimum Guarantee and the Auctioneer's Fee (the "Overage") shall be allocated and paid out as follows:

- (a) [REDACTED] of the Overage to the Receiver (the "Receiver's Overage"); and
- (b) [REDACTED] of the Overage to the Auctioneer.

2.4 The Net Minimum Guarantee and the Receiver's Overage shall be payable as follows:

- (a) The Auctioneer shall pay a deposit of [REDACTED] on account of the Net Minimum Guarantee within three (3) days of the Receiver's acceptance of this Agreement;
- (b) Unless otherwise agreed to in writing by the Receiver and the Auctioneer, the Auctioneer shall pay to the Receiver the balance of the Net Minimum Guarantee on the earlier of (i) the date that is fourteen (14) days following the completion of the Auction or (ii) September 15, 2022.
- (c) The Auctioneer shall pay to the Receiver the Receiver's Overage within fourteen (14) days of the completion of the Auction.

2.5 The Auctioneer shall be entitled to charge and retain for its own account a reasonable and customary buyer's premium (the "Buyer's Premium") on all purchased Assets, which Buyer's Premium shall not exceed [REDACTED]. Any such Buyer's Premium shall not be considered Sale Proceeds and shall not be subject to the terms of section 2.2 of this Agreement.

2.6 The Auctioneer shall be responsible for the payment of all direct and indirect costs and expenses incurred by the Auctioneer and/or the Auctioneer's agents or employees in connection with the exercise of its rights and obligations under this Agreement including, without limitation, the sale

of the Assets and the conduct of the Auction, including, without limitation, all costs and expenses associated with the advertising and sale of the Assets, refurbishing and cleaning of the Assets, and set up and checkout at the Auction; provided, however, that the Auctioneer shall be authorized to incur up to \$5,000 in costs and expenses to prepare the Assets for sale and such costs and expenses may be deducted from the Net Minimum Guarantee payable by the Auctioneer to the Receiver hereunder.

- 2.7 Notwithstanding section 2.6 of this Agreement, 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 *International Sale of Goods Contracts Convention Act* (Canada).

3. THE AUCTION

- 3.1 The Receiver shall deliver to the Auctioneer a copy of all reasonably requested pertinent documents that are in the possession of the Receiver, if any, relating to the Assets, including, without limitation, any documents of title, operating manuals, warranties, and all documents respecting registrations to the extent they are in the Receiver's possession.
- 3.2 The Receiver shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, reasonable access to the Assets located at North Central Bailiffs Ltd. 2900 East Boundary Road #101A West Kelowna, B.C V4T 3K5 (the "**Premises**") for the purpose of conducting an Auction until August 31, 2022, or such later date as agreed by the parties hereto (the "**General Deadline**"), for the purposes of showing the Assets to prospective purchasers, preparing for and conducting the Auction, completing all sales, and removing the sold Assets upon their sale. The Auctioneer shall not be responsible for the cost, applicable rent, or the supply of utilities to the Premises including, without limitation, gas, water, heat, and hydro, and for the maintenance of insurance coverage on the Premises and Assets.
- 3.3 The Auctioneer shall sell the Assets on an "as is, where is" and "all sales are final" basis to the highest bidder, without any representations of any kind or nature whatsoever, including as to merchantability or fitness, and without warranty or agreement as to the condition of such Assets. Neither the Receiver, nor the Auctioneer, have made nor shall make, vis-à-vis any third-party purchasers, any representations, conditions, or warranties, with respect to the Assets. For greater certainty, the Receiver and Auctioneer agree that there are no terms or conditions whatsoever, whether expressed, implied, statutory, or otherwise with respect to the Assets, or any of them, or any other matters whatsoever in any way related to the subject matter of this Agreement, other than as expressly provided for in this Agreement. The Receiver specifically acknowledges that the Auctioneer is acting solely in the capacity of Auctioneer for the Receiver and has no knowledge with respect to the fitness or usability of the Assets.
- 3.4 The Auctioneer shall be the sole party authorized to sell the Assets. The Assets will be sold in such lots as the Auctioneer may determine; provided, however, that the Assets shall not be sold as part of any lot(s) with other assets (the "**Other Assets**") unless:

- (a) The Receiver agrees in writing to the sale of some or all of the Assets as part of a lot with Other Assets; and
- (b) The Receiver and Auctioneer agree in writing as to:
 - (i) The split of the Buyer's Premium as between the Assets and Other Assets; and
 - (ii) How the proceeds of sale will be distributed between the Assets and the Other Assets.

3.5 Nothing in section 3.4 of this Agreement shall limit the ability of the Auctioneer to auction the Assets with Other Assets so long as the Assets and Other Assets do not form part of the same lot.

3.6 The Auctioneer is authorized to accept any reasonable means of payment for the Assets sold provided it is in immediately available funds.

3.7 Upon completion of the Auction contemplated hereby, the Auctioneer shall oversee the removal or preparation of the removal of the Assets from the Premises in an orderly and professional manner in accordance with industry practices. Any third- party costs or expenses incurred in connection with the storage of the Assets on the Premises shall not be the responsibility of the Auctioneer. The Auctioneer shall not be responsible for the clean-up of the Premises upon the removal of the Assets from the Premises unless such third-party costs are required to be incurred because of the Auctioneer's and/or its agents' and employees' failure to remove such Assets in an orderly and professional manner in accordance with industry standards as required by this Agreement.

4. DUTIES OF AUCTIONEER

4.1 The Auctioneer shall at its own cost and expense carry out the Auction in an orderly and professional manner, in accordance with industry practices, including by, without limitation:

- (a) overseeing the liquidation and disposal of the Assets, including, without limitation, the carrying out of and the managing of all aspects of the on-site preparation and organization of the Assets for sale, obtaining any permits or licenses necessary to carry out the Auction, and mobilizing a team of personnel to carry out the foregoing tasks;
- (b) organizing and managing site visits and inspections of the Assets by potential bidders;
- (c) enabling on-site and real-time online bidding on the day of the Auction;
- (d) providing and supervising fully qualified and experienced personnel, including without limitation all managerial, labour, accounting and Auction day personnel, who will prepare for and sell the Assets in accordance with the terms of this Agreement;
- (e) selling the Assets for cash or other immediately available funds to the highest bidder(s) on an "as is, where is" and "all sales are final" basis and in accordance with the terms of this Agreement;
- (f) charging and collecting from all purchasers any purchase price together with all applicable taxes in connection therewith;

- (g) promptly paying to the applicable authority all provincial sales tax (if applicable), 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 and confirming such payment to the Receiver;
- (h) preparing any reporting forms, certificates, reports and other documentation required in connection with the payment of applicable sales taxes to the appropriate taxing authorities and processing all of the foregoing on behalf of the Receiver;
- (i) providing the Receiver within fourteen (14) days of the completion of the Auction with reporting and reconciliation of accounting information and detailed post-Auction settlement in a form satisfactory to the Receiver acting reasonably. With such accounting, the Auctioneer shall also deliver any funds due and payable to the Receiver under this Agreement;
- (j) removing sold Assets from the Premises within fourteen (14) days of the completion of the Auction unless otherwise agreed in writing by the Receiver; and
- (k) providing such other related service deemed necessary or prudent by Receiver and Auctioneer under the circumstances presented.

5. REPRESENTATIONS, WARRANTIES, AND CONDITIONS

- 5.1: The Receiver represents and warrants to the Auctioneer that, subject to the granting of the Approval Order (as defined below), it has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.
- 5.2. 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 the Province of British Columbia;
 - (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 has conducted its own due diligence, independent inspection, and investigation respecting the Assets and is satisfied with the Assets in all respects.
 - (e) 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; and
 - (f) the Auctioneer has not jointly elected with the Receiver pursuant to section 177(1.3) of the *Excise Tax Act* (Canada); and
 - (g) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

6. RISK OF LOSS, INSURANCE

- 6.1 The Receiver shall be responsible for loss or damage to the Assets, other than loss or damage arising because of the negligence of the Auctioneer, its agents or employees, until the earlier of (a) the removal of the Assets from the Premises by a purchaser or (b) receipt by the Receiver of the Sale Proceeds attributable to the applicable Assets (the “**Transfer Date**”).
- 6.2 In the event of material damage to, or destruction of, the Assets or any part thereof, prior to the Transfer Date, the Auctioneer may reduce the Net Minimum Guarantee, by notice to the Receiver, by an amount equal to the cost of repair, or, if the relevant assets are destroyed or damaged beyond repair, by an amount equal to the replacement cost of the assets forming part of the Assets that have been materially damaged or destroyed, and complete the transaction contemplated under this Agreement, provided that the Receiver must agree to the amount of any reduction to the Net Minimum Guarantee.
- 6.3 Any insurance proceeds or other compensation proceeds paid or payable with respect to Assets that have been damaged but not materially damaged and/or destroyed, prior to the Transfer Date, will be assigned or paid by the Receiver to the Auctioneer, and the Net Minimum Guarantee will be reduced by the cost of repair or replacement to the extent that any such insurance or other proceeds do not compensate for the repair or replacement costs of the damaged Assets, provided that the Receiver must agree in writing to the amount of any reduction to the Net Minimum Guarantee.
- 6.4 The Auctioneer will maintain insurance, and will provide to the Receiver with proof of insurance, with respect to any liability which could flow from the activities of the Auctioneer, its agents, or employees, naming the Receiver as beneficiary of such insurance, providing for coverage of not less than \$5,000,000 per occurrence and otherwise in a form satisfactory to the Receiver acting reasonably.

7. INDEMNITY

- 7.1 The Auctioneer shall and hereby agrees to defend, indemnify, and hold harmless the Receiver and its officers, directors, agents, employees and principals from and against any and all known or unknown losses, damages, liabilities, claims, actions, judgments, penalties, fines, court costs and legal or other expenses which the Receiver may incur as a direct or indirect consequence of: (a) negligent or intentional acts or omissions of Auctioneer or its agents, employees, representatives and principals in connection with the sale or the removal of the Assets from the Premises; and/or (b) the material breach by Auctioneer of any of its representations, warranties or other obligations under this Agreement and/or (c) any claims asserted by Auctioneer’s supervisors, employees, or agents, including Auctioneer’s employees’ or agents’ payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), or unemployment compensation claims.
- 7.2 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 2.5 of this Agreement).

8. CONDITION PRECEDENT

8.1 It is a condition precedent of this Agreement that the Court will have issued prior to the Auction an order authorizing the Receiver to (a) retain the Auctioneer on the terms set forth herein; (b) pay the Auctioneer its compensation on the terms set forth herein without further order of this Court; (c) enter into and consummate the transactions set forth herein, and (d) transfer title to the Assets to any purchasers free and clear of liens, claims, and encumbrances.

9. TERMINATION

9.1 This Agreement may only be terminated:

- (a) by the mutual written consent of the Receiver and the Auctioneer;
- (b) by the Receiver by written notice to the Auctioneer:
 - (i) if there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Auctioneer under this Agreement, which breach, inaccuracy in or failure to perform shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or
 - (ii) if any representation made by Auctioneer proves untrue in any material respect; or
 - (iii) the Auction is not completed by the General Deadline, or such other deadline as agreed the Receiver agrees to in writing.
- (c) by the Auctioneer by written notice to the Receiver:
 - (i) if there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Receiver under this Agreement, which breach, inaccuracy in or failure to perform shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or
 - (ii) if any representation made by the Receiver proves untrue in any material respect.

(each a "Termination Event")

9.2 In the event of termination of this Agreement in accordance with Section 9.1(b), this Agreement shall forthwith become of no further force or effect, and there shall be no liability on the part of any party hereto except: (a) as set for in Article 2, Section 3.7, Article 7, and and this Article 9; and (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

9.3 In the event of termination of this Agreement in accordance with Section 9.1(a) or (c), this Agreement shall forthwith become of no further force or effect, and there shall be no liability on the part of any party hereto except: (a) as set forth in Article 2, Section 3.7, Article 7, and this Article 9; and (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

10. FORCE MAJEURE

10.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fires, strikes, floods, adverse weather that has the potential to injure persons or damage property, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities, or electronic failures and internet service provider disruptions.

11. MISCELLANEOUS

11.1 All references to currency in this Agreement are to lawful currency of Canada.

11.2 If the doing of any act pursuant to this Agreement falls on a day on a bank holiday or weekend, then the time for the doing of such act shall be deemed to be the next day that is not a bank holiday or weekend.

11.3 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 courier, registered mail, or electronic mail to the addresses set forth as follows:

To the Receiver:

FTI Consulting, Inc.
701 West Georgia Street, Suite 10089
Vancouver, BC V7Y 1B6
Attention: Tom Powell
Email: tom.powell@fticonsulting.com

With a copy to:

Blake, Cassels & Graydon LLP
595 Burrard Street
Suite 2600, Three Bentall Centre
Vancouver, BC V7X 1L3
Attention: Peter Bychawski
Email: peter.bychawski@blakes.com

The Auctioneer:

Maynard's Industries Canada
Ltd. 1585 West 4th Ave.
Vancouver, BC V6J 1L6
Attention: Mike Seibold
Email: michael@maynards.com

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

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 11.8 All stipulations in this Agreement as to time are strictly of the essence.
- 11.9 Neither the Receiver nor the Auctioneer shall assign this Agreement without the express written consent of the other. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11.10 This Agreement shall be governed by the laws in effect in the Province of British Columbia and the parties hereby attorn to the jurisdiction of the Courts of that Province.
- 11.11 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.

EXECUTED at Vancouver, BC, this 8 day of August 2022.

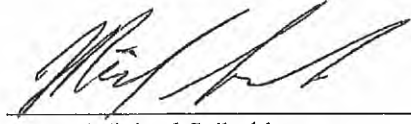
FTI Consulting Inc. in its capacity as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd., and not in its personal capacity.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

MAYNARDS INDUSTRIES II CANADA LTD.

Per:



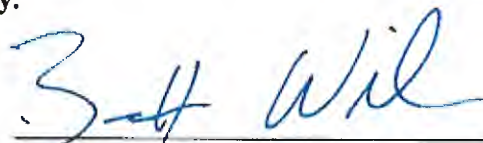
Name: Michael Seibold
Title: Vice President

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 11.8 All stipulations in this Agreement as to time are strictly of the essence.
- 11.9 Neither the Receiver nor the Auctioneer shall assign this Agreement without the express written consent of the other. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11.10 This Agreement shall be governed by the laws in effect in the Province of British Columbia and the parties hereby attorn to the jurisdiction of the Courts of that Province.
- 11.11 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.

EXECUTED at Calgary, AB, this 8 day of August 2022.

FTI Consulting Inc. in its capacity as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd., and not in its personal capacity.

Per:



Name: Brett Wilson

Title: Senior Director

**SCHEDULE "A"
THE ASSETS**

Schedule A - Vehicle Listing

July 4, 2022

| Year | Make | Model | Kilometers | VIN Number | License Plate |
|-------------|-------------|-----------------|-------------------|-------------------|----------------------|
| 2011 | Ford | ECONOLINE E350 | 160294 | 1FDWE3FLXBDA22903 | JA9309 |
| 2010 | Ford | F150 XLT | 199169 | 1FTFW1EV7AFD46726 | NH5035 |
| 2014 | Ford | F150 XL REG | 93079 | 1FTMF1CM1EKE73261 | HT2348 |
| 2010 | Ford | F150 XL REG | 241781 | 1FTMF1CW7AKE01878 | MC0216 |
| 2007 | Ford | ECONOLINE E150 | Unknown | 1FTNE14W77DB40206 | BX8834 |
| 2011 | Ford | ECONOLINE E150 | 296416 | 1FTNE1EW3BDA39476 | RH1622 |
| 2011 | Ford | ECONOLINE E150 | 294267 | 1FTNE1EW4BDA39485 | RH1621 |
| 2013 | Ford | ECONOLINE E250 | 154490 | 1FTNE2EW0DDA65820 | JD8324 |
| 2009 | Ford | F150 XLT | 248827 | 1FTPW14V59FA71536 | PE2793 |
| 2012 | Ford | F150 FX4 | 284874 | 1FTVX1EF7CKD20123 | RJ5897 |
| 2019 | Ford | TRANSIT 150 | 62780 | 1FTYE1ZM2KKA03585 | NT4236 |
| 2018 | Ford | TRANSIT 150 | 55678 | 1FTYE1ZM9JKA00326 | ML7941 |
| 2016 | Ford | TRANSIT 250 | 117,252 | 1FTYR2CM0GKB13478 | PG4762 |
| 2019 | Ford | TRANSIT 250 | 50,373 | 1FTYR2CM4KKA13280 | LL5263 |
| 2020 | GMC | SIERRA 1500 | 48,912 | 1GTP9AEK3LZ252782 | PK7883 |
| 2013 | Dodge Ram | CARGO VAN | 161,689 | 2C4JRGAG7DR560608 | PC9508 |
| 2012 | Ford | TRANSIT CONNECT | 246,513 | NM0LS7BN7CT113243 | PY1248 |
| 2011 | Ford | TRANSIT CONNECT | 246,547 | NM0LS7BN9BT066232 | PW1730 |
| 2010 | Ford | TRANSIT CONNECT | 230,416 | NM0LS7DN0AT000924 | RE2872 |

First Report of FTI Consulting Canada Inc.,
In its capacity as Receiver of Premium Comfort Heating & Air Conditioning Ltd.

Appendix “B” – Inventory & Equipment Auction Services Agreement

THIS Auction Services Agreement dated for reference the 8 day of August, 2022 (the “**Agreement**”)

MADE BETWEEN:

FTI CONSULTING, INC., in its capacity as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd., and not in its personal capacity.

(hereinafter referred to as the “**Receiver**”)

OF THE FIRST PART

AND:

DODDS BROS. AUCTIONS LTD.

(hereinafter referred to as the “**Auctioneer**”)

OF THE SECOND PART

WHEREAS:

- A. Pursuant to an Order of the Supreme Court of British Columbia granted on June 15, 2022, the Receiver was appointed as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd. (the “**Company**”) including the “**Assets**” listed in **Schedule “A”** hereto; and
- B. The Receiver wishes to retain the Auctioneer to sell the Assets, subject to the terms and conditions hereof, and the Auctioneer is willing to provide auction services to the Receiver, 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

- 1.2 The Receiver hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program and run a liquidation and auction with respect to the Assets on the terms and conditions set forth in this Agreement. The Auctioneer will determine the best way of selling the Assets with a view to maximizing the Receiver’s realization on the Assets. For greater certainty, the term “**Auction**” used in this Agreement shall mean the sale of the Assets to be conducted by the Auctioneer on behalf of the Receiver, which may include an auction of the Assets conducted at the Premises (as defined below) or any combination of a private or public sale prior to or in place of an auction at the Premises (as defined below) or on the internet.
- 1.3 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**”. All sales of Assets shall be made by the Auctioneer as agent in fact for the Receiver. Title to the Assets shall remain with the Company through to the completion of the Auction contemplated by this Agreement. The Auctioneer will

not, and has no authority to, incur any liability or obligation on behalf of the Receiver, unless otherwise specifically authorized and approved by the Receiver.

2. PAYMENT OF NET MINIMUM GUARANTEE, DISTRIBUTION OF SALE PROCEEDS, AND BUYER'S PREMIUM

- 2.1 The Auctioneer shall pay to the Receiver by certified cheque, bank draft or wire transfer, as directed by the Receiver in its sole discretion, a non-refundable net minimum guarantee in the amount of [REDACTED] (the "Net Minimum Guarantee"), which amount shall be net of all provincial and federal sales taxes which for greater certainty shall be collected and remitted by the Auctioneer, for the right to sell the Assets. For greater certainty, if the Assets are not sold through the Auction for any reason other than a termination under section 9.1(c) of this Agreement, or Sale Proceeds (as defined below) are less than the Net Minimum Guarantee, the Net Minimum Guarantee shall nonetheless be payable by the Auctioneer to the Receiver without prejudice to any rights or remedies the Receiver may have in law or under this Agreement in connection with any default of the Auctioneer.
- 2.2 The Net Minimum Guarantee shall be payable as follows:
- (a) Auctioneer shall pay a deposit of [REDACTED] within three (3) days of the Receiver's acceptance of this Agreement; and
 - (b) Unless otherwise agreed to in writing by the Receiver and the Auctioneer, the Auctioneer shall pay to the Receiver the balance of the Net Minimum Guarantee on the earlier of (a) the date that is seven (7) days following the completion of the Auction or (b) September 30, 2022.
- 2.3 The Auctioneer shall be entitled to charge and retain for its own account (a) a commission of [REDACTED] on Assets sold through the Auction and (b) a reasonable and customary buyer's premium (the "Buyer's Premium") on all purchased Assets, which Buyer's Premium shall not exceed [REDACTED].
- 2.4 The Auctioneer shall be responsible for the payment of all direct and indirect costs and expenses incurred by the Auctioneer and/or the Auctioneer's agents or employees in connection with the exercise of its rights and obligations under this Agreement including, without limitation, the sale of the Assets and the conduct of the Auction, including, without limitation, all costs and expenses associated with the advertising and sale of the Assets, refurbishing and cleaning of the Assets, and set up and checkout at the Auction.
- 2.5 Notwithstanding section 2.4 of this Agreement, 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 *International Sale of Goods Contracts Convention Act* (Canada).

3. THE AUCTION

- 3.2 The Receiver shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, reasonable access to the Assets located at 480 Neave Ct., #103, Kelowna, BC (the “Premises”) for the purpose of conducting an “on-site” Auction until September 24, 2022, or such later date as agreed by the parties hereto (the “General Deadline”), for the purposes of showing the Assets to prospective purchasers, preparing for and conducting the Auction, completing all sales, and removing sold Assets upon their sale. The Auctioneer shall not be responsible for the cost, applicable rent, or the supply of utilities to the Premises including, without limitation, gas, water, heat, and hydro, and for the maintenance of insurance coverage on the Premises and Assets.
- 3.3 The Auctioneer shall sell the Assets on an “as is, where is” and “all sales are final” basis to the highest bidder, without any representations of any kind or nature whatsoever, including as to merchantability or fitness, and without warranty or agreement as to the condition of such Assets. Neither the Receiver, nor the Auctioneer, have made nor shall make, vis-à-vis any third-party purchasers, any representations, conditions, or warranties, with respect to the Assets. For greater certainty, the Receiver and Auctioneer agree that there are no terms or conditions whatsoever, whether expressed, implied, statutory, or otherwise with respect to the Assets, or any of them, or any other matters whatsoever in any way related to the subject matter of this Agreement, other than as expressly provided for in this Agreement. The Receiver specifically acknowledges that the Auctioneer is acting solely in the capacity of Auctioneer for the Receiver and has no knowledge with respect to the fitness or usability of the Assets.
- 3.4 The Auctioneer shall be the sole party authorized to sell the Assets. The Assets will be sold in such lots as the Auctioneer may determine; provided, however, that the Assets shall not be sold as part of any lot(s) with other assets (the “Other Assets”) unless:
- (a) The Receiver agrees in writing to the sale of some or all of the Assets as part of a lot with Other Assets; and
 - (b) The Receiver and Auctioneer agree in writing as to:
 - (i) The split of the Buyer’s Premium as between the Assets and Other Assets; and
 - (ii) How the proceeds of sale will be distributed between the Assets and the Other Assets.
- 3.5 Nothing in section 3.4 of this Agreement shall limit the ability of the Auctioneer to auction the Assets with Other Assets so long as the Assets and Other Assets do not form part of the same lot.
- 3.6 The Auctioneer is authorized to accept any reasonable means of payment for the Assets sold provided it is in immediately available funds.
- 3.7 Upon completion of the Auction contemplated hereby, the Auctioneer shall oversee the removal or preparation of the removal of the Assets from the Premises in an orderly and professional manner in accordance with industry practices. Any third-party costs or expenses incurred in connection with the storage of the Assets on the Premises shall not be the responsibility of the Auctioneer. The Auctioneer shall not be responsible for the clean-up of the Premises upon the removal of the Assets from the Premises unless such third-party costs are required to be incurred because of the

Auctioneer's and/or its agents' and employees' failure to remove such Assets in an orderly and professional manner in accordance with industry standards as required by this Agreement.

4. DUTIES OF AUCTIONEER

4.1 The Auctioneer shall at its own cost and expense carry out the Auction in an orderly and professional manner, in accordance with industry practices, including by, without limitation:

- (a) overseeing the liquidation and disposal of the Assets, including, without limitation, the carrying out of and the managing of all aspects of the on-site preparation and organization of the Assets for sale, obtaining any permits or licenses necessary to carry out the Auction, and mobilizing a team of personnel to carry out the foregoing tasks;
- (b) organizing and managing site visits and inspections of the Assets by potential bidders;
- (c) enabling on-site and real-time online bidding on the day of the Auction;
- (d) providing and supervising fully qualified and experienced personnel, including without limitation all managerial, labour, accounting and Auction day personnel, who will prepare for and sell the Assets in accordance with the terms of this Agreement;
- (e) selling the Assets for cash or other immediately available funds to the highest bidder(s) on an "as is, where is" and "all sales are final" basis and in accordance with the terms of this Agreement;
- (f) charging and collecting from all purchasers any purchase price together with all applicable taxes in connection therewith;
- (g) promptly paying to the applicable authority all provincial sales tax (if applicable), 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 and confirming such payment to the Receiver;
- (h) preparing any reporting forms, certificates, reports and other documentation required in connection with the payment of applicable sales taxes to the appropriate taxing authorities and processing all of the foregoing on behalf of the Receiver;
- (i) providing the Receiver within fourteen (14) days of the completion of the Auction with reporting and reconciliation of accounting information and detailed post-Auction settlement in a form satisfactory to the Receiver acting reasonably. With such accounting, the Auctioneer shall also deliver any funds due and payable to the Receiver under this Agreement;
- (j) removing sold Assets from the Premises by no later than September 30, 2022, unless otherwise agreed in writing by the Receiver; and
- (k) providing such other related service deemed necessary or prudent by Receiver and Auctioneer under the circumstances presented.

5. REPRESENTATIONS, WARRANTIES, AND CONDITIONS

- 5.1 The Receiver represents and warrants to the Auctioneer that, subject to the granting of the Approval Order (as defined below), it has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.
- 5.2 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 the Province of British Columbia;
 - (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 has conducted its own due diligence, independent inspection, and investigation respecting the Assets and is satisfied with the Assets in all respects.
 - (e) 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; and
 - (f) the Auctioneer has not jointly elected with the Receiver pursuant to section 177(1.3) of the *Excise Tax Act* (Canada); and
 - (g) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

6. RISK OF LOSS, INSURANCE

- 6.1 The Receiver shall be responsible for loss or damage to the Assets, other than loss or damage arising because of the negligence of the Auctioneer, its agents, or employees, until the earlier of (a) the removal of the Assets from the Premises by a purchaser or (b) receipt by the Receiver of the Sale Proceeds attributable to the applicable Assets (the “**Transfer Date**”).
- 6.2 In the event of material damage to, or destruction of, the Assets or any part thereof, prior to the Transfer Date, the Auctioneer may reduce the Net Minimum Guarantee, by notice to the Receiver, by an amount equal to the cost of repair, or, if the relevant assets are destroyed or damaged beyond repair, by an amount equal to the replacement cost of the assets forming part of the Assets that have been materially damaged or destroyed, and complete the transaction contemplated under this Agreement, provided that the Receiver must agree to the amount of any reduction to the Net Minimum Guarantee.
- 6.3 Any insurance proceeds or other compensation proceeds paid or payable with respect to Assets that have been damaged but not materially damaged or destroyed, prior to the Transfer Date, will be assigned or paid by the Receiver to the Auctioneer, and the Net Minimum Guarantee will be reduced by the cost of repair or replacement to the extent that any such insurance or other proceeds

do not compensate for the repair or replacement costs of the damaged Assets, provided that the Receiver must agree in writing to the amount of any reduction to the Net Minimum Guarantee.

- 6.4 The Auctioneer will maintain insurance, and will provide to the Receiver with proof of insurance, with respect to any liability which could flow from the activities of the Auctioneer, its agents, or employees, naming the Receiver as beneficiary of such insurance, in form and amount satisfactory to the Receiver acting reasonably.

7. INDEMNITY

- 7.1 The Auctioneer shall and hereby agrees to defend, indemnify, and hold harmless the Receiver and its officers, directors, agents, employees and principals from and against any and all known or unknown losses, damages, liabilities, claims, actions, judgments, penalties, fines, court costs and legal or other expenses which the Receiver may incur as a direct or indirect consequence of: (a) negligent or intentional acts or omissions of Auctioneer or its agents, employees, representatives and principals in connection with the sale or the removal of the Assets from the Premises; and/or (b) the material breach by Auctioneer of any of its representations, warranties or other obligations under this Agreement and/or (c) any claims asserted by Auctioneer's supervisors, employees, or agents, including Auctioneer's employees' or agents' payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), or unemployment compensation claims.
- 7.2 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).

8. CONDITION PRECEDENT

- 8.1 It is a condition precedent of this Agreement that the Court will have issued prior to the Auction an order authorizing the Receiver to (a) retain the Auctioneer on the terms set forth herein; (b) pay the Auctioneer its compensation on the terms set forth herein without further order of this Court; (c) enter into and consummate the transactions set forth herein, and (d) transfer title to the Assets to any purchasers free and clear of liens, claims, and encumbrances.

9. TERMINATION

- 9.1 This Agreement may only be terminated:
- (a) by the mutual written consent of the Receiver and the Auctioneer;
 - (b) by the Receiver by written notice to the Auctioneer:
 - (i) if there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Auctioneer under this Agreement, which breach, inaccuracy in or failure to perform shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or

- (ii) if any representation made by Auctioneer proves untrue in any material respect; or
 - (iii) the Auction is not completed by the General Deadline, or such other deadline as agreed the Receiver agrees to in writing.
- (c) by the Auctioneer by written notice to the Receiver:
- (i) if there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Receiver under this Agreement, which breach, inaccuracy in or failure to perform shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or
 - (ii) if any representation made by the Receiver proves untrue in any material respect.

(each a “**Termination Event**”).

9.2 In the event of termination of this Agreement in accordance with Section 9.1(b), this Agreement shall forthwith become of no further force or effect, and there shall be no liability on the part of any party hereto except: (a) as set for in Article 2, Section 3.7, Article 7, and this Article 9; and (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

9.3 In the event of termination of this Agreement in accordance with Section 9.1(a) or (c), this Agreement shall forthwith become of no further force or effect, and there shall be no liability on the part of any party hereto except: (a) as set forth in Article 2, Section 3.7, Article 7, and this Article 9; and (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

10. **FORCE MAJEURE**

10.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fires, strikes, floods, adverse weather that has the potential to injure persons or damage property, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities, or electronic failures and internet service provider disruptions.

11. **MISCELLANEOUS**

11.1 All references to currency in this Agreement are to lawful currency of Canada.

11.2 If the doing of any act pursuant to this Agreement falls on a day on a bank holiday or weekend, then the time for the doing of such act shall be deemed to be the next day that is not a bank holiday or weekend.

11.3 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 courier, registered mail, or electronic mail to the addresses set forth as follows:

To the Receiver:

FTI Consulting, Inc.
701 West Georgia Street, Suite 10089
Vancouver, BC V7Y 1B6
Attention: Tom Powell
Email: tom.powell@fticonsulting.com

With a copy to:

Blake, Cassels & Graydon LLP
595 Burrard Street
Suite 2600, Three Bentall Centre
Vancouver, BC V7X 1L3
Attention: Peter Bychawski
Email: peter.bychawski@blakes.com

The Auctioneer:

Dodds Bros Auctions Ltd.
3311 – 28th Avenue
Vernon, BC V1T 1W7
Attention: Robert G. Woodman
Email: bob@doddsauction.com

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

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 11.8 All stipulations in this Agreement as to time are strictly of the essence.
- 11.9 Neither the Receiver nor the Auctioneer shall assign this Agreement without the express written consent of the other. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11.11 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.

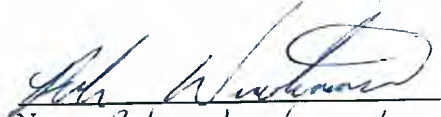
EXECUTED at Vancouver, BC, this 8 day of August 2022.

FTI Consulting Inc. in its capacity as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd., and not in its personal capacity.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

DODDS BROS AUCTIONS LTD.

Per: 
Name: Bob Woodman
Title: Owner.

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

11.11 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.

EXECUTED at Calgary, AB, this 8 day of August 2022.

FTI Consulting Inc. in its capacity as receiver and manager of all the assets, undertakings, and properties of Premium Comfort Heating & Air Conditioning Ltd., and not in its personal capacity.

Per:



Name: Brett Wilson
Title: Senior Director

DODDS BROS AUCTIONS LTD.

Per:

Name:
Title:

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| FRONT ENTRANCE | |
|-----------------------|--|
| 1 | Office Chair |
| 1 | Single Pedestal Desk |
| 1 | 2 Drawer Filing Cabinet |
| 1 | Dell Computer |
| | Plastic Storage Drawer w/Misc. Office Supplies |
| 1 | Open Sign |
| 1 | Toshiba 55" Flat Screen TV |
| 1 | Wall Mount Gas Fireplace (Appr. 45" x 21") |
| 1 | Large Wall Mount Gas Fireplace (Appr. 55" x 45") - Heat & Glo True-50 |
| 1 | Coat Rack |
| 1 | Wall Mount Fireplace (63" x 30") Savannah Pinnacle 55 |
| 1 | Wall Art - Painting (woman) |
| 1 | Small Metal Stand w/Metal Art |
| 1 | Wall Mount Gas Fireplace (43" x 20½") - Napoleon LV38 |
| 1 | Artificial Plant |
| 1 | Fire Extinguisher |
| 1 | Wall Mount Fireplace (41" x 22½") |
| 1 | Painting (lake/ocean) |
| 3 | Photos - Wall Art - Leaves on Path, Bike w/Flowers, Sun Shining through Trees |
| 1 | Wall Mount Gas Fireplace (Appr. 40" x 35") |
| 1 | Fireplace Companion Set |
| 1 | Fireplace Companion Set |
| 1 | Large Wall Mount Gas Fireplce (45" x 42") |
| 1 | Candle Holder |
| 1 | Gas Fireplace (40" x 22½") - Savannah BL21 |
| 1 | Office Desk w/Set of Drawers |
| 1 | Desk Chair |
| | Asus Computer w/2 Monitors |
| 1 | 2-Tier Small Shelf Unit |
| 1 | Matching 2 Door 3 Shelf Cabinet |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| 1 | 2 Drawer Metal Filing Cabinet |
| 2 | Honeywell T4 Pro Thermostats |
| 3 | Honeywell Pro 1000 Thermostats |
| Misc. | Thermostats (condition unknown) |
| 1 | White Board (3' x 4') |
| Box | 12 Honeywell T4 Pro Thermostats |
| | Misc. Office Items - File Holders, Stamps, Pens, etc. |
| 1 | 3-Pcs Painting |
| 5 | Artificial Plants |
| 1 | Black Metal Rack on Castors |
| 1 | Wolf Steel Blk 1x4 Birch Log Kit |
| 1 | Chimney Cap |
| 2 | Air Cleaner Filters by Healthy Climate - 1 - X5424 & 1 - X5425 |
| 1 | Corkboard (3' x 4') |
| 1 | 24' Aluminum Extension Ladder |
| 1 | Wall Mount Fireplace (43" x 34") - Heat & Glo SL9X |
| 1 | Wall Mount Fireplace (45" x 20") - Heat & Glo Cosmo 42 |
| 1 | Wall Mount Fireplace (63" x 14") - Heat & Glo Primo 60 |
| 1 | Bissell Vacuum |
| 1 | Revolution 2BF Door 36 Door Accessory Kit |
| 1 | Metal Display Holder Stand (alum.) in Case |
| 1 | Keurig Coffee Machine |
| 1 | Artificial Plant |
| 1 | Open Sign |
| 1 | Lennox Display/AC Unit |
| 2 | White Boards (Appr. 33" x 24") |
| 1 | Corkboard (36" x 24") |
| 1 | Kinetico Water Treatment Display Unit |
| 1 | Lennox CX35-24B-6F-20 Display Furnace |
| | Computer Room w/Assorted Electronics, 2 Monitors, Battery Back-Up, Router, etc. |
| 1 | Green Work Light |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| 1 | Fire Extinguisher |
| 1 | Water Test Kit |
| 3 | 2 Door Storage Cabinets |
| Misc. | Office Supplies - Paper, Pens, Spray, etc. |
| | Computer Tower & Misc. Electronics |
| 5 | Dimplex Electric Wall Mount Fireplaces |
| Misc. | Decorative Items on Shelf Unit, Candle Holders, Basket, Plant |
| | <u>REAR OFFICE (off Showroom)</u> |
| 1 | Double-Sided Gas Wall Mount Fireplace (46" x 22") |
| 1 | Single Pedestal Desk |
| 1 | Small Side Table/Shelf |
| 2 | Double Lateral Filing Cabinets |
| 1 | Office Desk Chair |
| | Dell Computer w/2 Monitors - LG/Asus |
| 1 | Small Electric Heater |
| 1 | 3-Pc Office Desk |
| | Acer Computer w/2 Monitors - LG/Acer |
| 1 | Double Pedestal Desk |
| | Dell Computer & 2 LG Monitors |
| 3 | Photos Wall Art - Bridge, City, Deer |
| 1 | Large Mirror (66" x 43") |
| Misc. | Office Supplies, File Holders, Garbage Can, etc. |
| 1 | Small Table/Shelf |
| 1 | RCA Bar Fridge |
| 1 | Danby Microwave |
| 1 | Healthy Climate Large Fan Powered Humidifier - HCWP3-18 |
| 3 | Healthy Climate Large Bypass Humidifier - HCWB3-17 |
| 5 | Kinetico Drinking Water Storage Tanks - 3 gal. - 17753 |
| 3 | 4" KMR4.2 25' Flex Air Duct |
| 1 | 8" FMD-825 25' Flex Air Duct |
| 1 | EAC4X49C Evaporator (Lennox) Coil |
| 2 | CX35-48C-6F-20 Evaporator (Lennox) Coil |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-----|--|
| 1 | CX35-60D-6F-20 Evaporator (Lennox) Coil |
| 1 | Coil - CNPVP3017ALA (damaged) |
| 1 | Coil - CNPVP2417ALA |
| 1 | 2 Ton Coil - C35-24A-2-1 (Lennox) |
| 2 | Motorized Dampers (10" x 16") - X4262 |
| 5 | Boxes Assorted Tin Air Ducting Pcs |
| 1 | Lennox CR33-24B-1 Down Flow Coil |
| 12 | 24X28X2 Air Filters |
| 1 | 20X25X4 Air Filter |
| 59 | Kinetico Water Filters |
| 1 | Plastic Storage Rack |
| 1 | 10' Double-Sided Step Ladder |
| 1 | 7' Double-Sided Step Ladder |
| 5 | Kinetico 11381A Dechlorinator |
| 3 | Kinetico 15064 Softener - 735 |
| 1 | Kinetico 11121 2040S Softener (NFG) |
| 1 | Motorized Damper - X4261 |
| 1 | Motorized Damper - X4253 |
| 1 | Lennox Zone Control Harmony III |
| 1 | 8" Round Damper |
| 3 | Kinetico KS Drinking Water Station - 12799 |
| 1 | KS Kinetico Manifold Assembly w/Top Cover |
| 1 | Mach Pre Filter Kinetico |
| 3 | Kinetico Taps |
| 1 | Pallet Shelving Unit w/5 Shelves - 16' (H) x 12' (W) |
| | Steel Pipe Fitting Set & Fitting |
| 3 | American Pride GSX 130301 AC Unit |
| 1 | Kohler Under Counter Rectangle Sink - 20000-0 White |
| Box | 6.625 x 120" Alum. Flex Ducting (BDM) |
| 3 | American Pride AC Unit - GSX130361 |
| | 1/4" & 3/8" Copper Tubing w/Insulation - 50' |
| Box | Tin Ducting Fittings |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| 1 | Fantech VHR150 Fresh Air Appliance |
| | Evaporator Coil (American Pride) - 4PXCDU60BS3HAA |
| | Lennox EL296DF070XV48B-06 Furnace |
| 2 | American Pride - GSX130301 AC Units |
| | American Pride - CAPFA3626B6 Coil |
| | BDM 6.625 x 60" Alum. DV Flex. Ducting |
| | Lennox CX35-48C-6F-20 Coil |
| 1 | American Pride GSX140481 AC Unit |
| | American Pride Evaporator Coil - 4PXCBD30BS3HDA |
| 2 | Boxes of 4 - 6" x 25' 6" SLP - 052106000001 |
| 1 | Rolling Stairway |
| | <u>SHOP</u> |
| 1 | Rolling Push Cart |
| Misc. | Glues & Cleaners |
| Misc. | Copper, Brass & Steel Pipe Fittings |
| 1 | Vanee Air Exchanger - Model 41808 |
| 2 | Window AC Units |
| 1 | Milwaukee Nibbler |
| 1 | 45 gal. Drum w/Hydraulic Fluid w/Pump |
| 1 | Rexon 13" Table Top Drill Press on Stand |
| 1 | 4-Pcs Conduit Pipe |
| 8 | Orange Cones |
| | 5 Shovels, Broom & Mop |
| 1 | 4' Level |
| 2 | Wet Floor Signs |
| 1 | 2 Drawer Filing Cabinet |
| 1 | Cased Tool Kit |
| 1 | Red Office Chair |
| 1 | HD Metal Framed Table on Castors (Appr. 3' x 6') |
| 12 | Rubber Mats |
| 1 | Brown & Boggs 24 ga. Lockformer |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| 1 | Multi Cam 1000 Plasma Table (5'10" x 21') w/Hypertherm Promax 125 Plasma Cutter & Computer with Sharp & Acer Monitors |
| Bag | Assorted Plumbing Tools - Crimpers, etc. |
| 2 | Folding Sun Tents |
| 1 | Robinair Refrigerant Recovery Unit - 25200 |
| 1 | Craftsman 45L Shop Vac |
| 1 | Karcher Electric Pressure Washer |
| 1 | Patton Electric Fan |
| | Crimson 2 Ton Chain Hoist & Beam Clamp |
| 1 | Shop Vac Vacuum |
| 1 | Simonize Gas Pressure Washer |
| 1 | Garden Hose |
| 1 | Folding Table |
| 1 | Ingersoll Rand 10hp Compressor - CBV450362 & Airline |
| 1 | Metal Bandsaw - No Name Brand |
| 1 | Metal Bin (Appr. 18" x 18") |
| 4 | Part Rolls BX Wire |
| 2 | Bins Misc. Electric Fittings |
| 1 | Lift Rite Pallet Jack |
| 9 | Part Boxes - Copper Pipe Insulation Cover |
| Appr. | 90 - 4' x 10' Sheets of Tin - Various Gauges |
| 1 | Sheet Metal Rack |
| 1 | Ridgid Adjustable Tripod |
| 1 | Fire Extinguisher |
| 2 | Stock Rollers |
| | 2 Snow Shovels & Sledge |
| | Large Lot - Pipe Straps |
| 1 | Victaulic VE106 Portable Roll Groover |
| | Roll of Filter Material |
| 1 | HD Metal Cart on Castors for Pallets of Tin |
| 1 | BC First Aid Kit & Eyewash Station |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-----|--|
| | Peck, Stow & Wilcox Sheet Metal Brake (1967) - Capacity 5/16 Locks 20 ga. Bench Model 36" |
| | Rams Sheet Metal Finger Brake - Rams 2004 20 ga. Max. 24" |
| 1 | Ecco Roller/Former - Model X3622 |
| 1 | Hitachi 10" Compound Miter Saw |
| 1 | Powerfist 12" Metal Shear |
| 1 | HD Ridgid Pipe Threader |
| 1 | Powerfist Electric Barrel Grip Metal Shear |
| 5 | 4 Wheel Carts |
| Box | Misc. Refrigeration Gauges, etc. |
| 1 | Large Metal Framed Work Table on Castors |
| | Bundle of 10-pc Electrical Conduit |
| 1 | Makita Model MAC5200 Compressor w/Airline |
| 1 | Magnum Mig 130E Welder |
| 1 | Hydraulic Pipe Bender - 6 Dies |
| | Metal Angle Brackets |
| 1 | Folding Plastic Sawhorse |
| 1 | Hilti DD160 Drill Core Drill on Stand w/Bits |
| 1 | Makita 355 mm 2414DB Metal Cut-off Saw |
| 1 | Craftsman 7¼" Circular Saw |
| 2 | Mastercraft 10" Compound Miter Saws |
| 3 | Milwaukee 14" Metal Cut-off Saws - 6177-20 |
| 1 | Mastercraft 14" Metal Cut-off Saw |
| 1 | Ridgid HC-300 Hole Saw |
| 1 | Dewalt D28710 14" Chop Saw |
| 4 | Cordless Everloc Tool by Rehau (Dewalt Battery) |
| 1 | Gear Wrench Cased Tool Set (missing pieces) |
| 2 | Milwaukee Corded Hand Hacksaw 6242-6 |
| | Part Set Deep Sockets (Impact) & Milwaukee 1/2" Impact |
| 1 | Alnor Velometer |
| 1 | Hand Former/Cutter/Press |
| 5 | Empty Plastic Cases |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| 1 | Bull MK246 Air Compressor (small) |
| 1 | Tennsmith Model HB121-16 Metal Brake 10' |
| 1 | 48" Ecco Machinery Finger Brake N-U48-16 |
| 1 | Rolling Cart w/Assorted Tools |
| 1 | Ecco Model U22 Bead Roller |
| 1 | 5' x 10' Metal Framed Table on Castors |
| 1 | Duro Dyne MF-12A Pin Spotter |
| 1 | Flagler Model 23000 & 23200 Quad Former S & Drive Cleat Machine |
| 1 | Werner Multi-position Ladder |
| 1 | SIP PL-20 Spot Welder |
| 1 | Powerfist 110V Spot Welder |
| 2 | Magnetic Sweeps |
| 3 | Power Cord Covers |
| | Large Selection of Assorted Ducting (pieces in various states of completion) - Square, Round, Strapping, Joiners, 4 - Motorized Dampers |
| Misc. | Copper in Bin w/Box Insulated Copper Pipe |
| | Pallet Shelving 2 - 16' Uprights - 2 - 12' Shelves |
| 1 | Copeland Scroll Compressor (for AC Unit) 27W16 ZP24K5E-PFV-830 |
| 1 | American Pride GSX 140601 AC Unit |
| 1 | Ameristar AC Unit - M4AC4048D1000AA |
| 3 | Boxes Assorted Tin Fittings |
| 1 | AKODI 2500 kg Pallet Jack |
| | Fantech - FG-6 & HP-190 Inline Fans |
| 1 | Directvent Pro 4x6 Alum. Hi Wind Cap 46 DVA-UCH |
| 1 | Vent VK100 PS Fan |
| 2 | Fantech VHR-150 Fresh Air Appliance |
| 3 | Boxes E2 Flex Expandable Filter - 20x25, 16x25, 24x25 |
| Lot | Misc. Boxes - Humidifier Filters, Filter Pads |
| 1 | 10" x 10" Motorized Damper - X4228 |
| | 1 Box & Part Box 6" Thermoflex |
| 8 | SLP 90° Elbow 16 ga. |
| 2 | Boxes SLP-TRAPZ Long Horz Term Cap Kit |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|---|---|
| 1 | New Box - 1/4" x 3/8" x 3/8" x 50' Ductless Mini Split Line Set |
| 1 | Copper Insulated Tubing |
| 1 | Lennox HRV Dual Hood Kit |
| 3 | Hearth & Home GFK-160A Gas Fan Kit |
| 4 | Boxes 5" x 25' KMR 4.2 Silver Flex Ducting |
| 3 | Boxes 4" x 25' FID-425 Black Flex Ducting |
| 1 | OR Tech Ventilation Fan - 18092 (Bathroom Type) |
| 8 | Healthy Climate Home Humidifier Y2788 - HCWP3-18 |
| 1 | Healthy Climate Home Humidifier (out of box) |
| 1 | Healthy Climate Home Humidifier Y2787 - HCWB3-17A |
| 1 | Box Thermoflo 10" x 25' Flex Air Duct |
| 1 | Aprilaire Steam Humidifier - Model 800 |
| 1 | Healthy Climate PC03-20-16 Air Purification |
| 1 | Healthy Climate PC03-16-16 Air Purification |
| 2 | C35-30B-2-1 Coil |
| 3 | Fantech VHR150 Fresh Air Appliance |
| 1 | 12' 3-shelf Pallet Shelving |
| 1 | Lennox ML196UH030XE36B-51 Furnace |
| 2 | Boxes Misc. Tin Ducting |
| | Part Box 6" SLP Flex Duct |
| 7 | HCC16-28 Media Air Cleaner Boxes |
| 6 | 16" Media Cabinets - 325887-724 |
| 7 | HCC20-28 Media Air Cleaner Boxes |
| 1 | 48193-069 Media Air Cleaner Box |
| 1 | Lennox 16ACX-036-230A01 AC Unit |
| 1 | 'As Is' No Heat Goodman Furnace |
| 1 | Lennox Furnace - EL196UH110XE60C-01 |
| 4 | Lennox Furnaces - ML196UH070XE36B-52 |
| 1 | Lennox Furnace - EL296DF070XV48B-06 |
| | Pallet Shelf - 12' (W) x 8' (H) - 2 Shelves |
| 1 | General Air Model 1042 Humidifier |
| 1 | Tank Dupont Freon R22 (feels full) |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|--------|--|
| 1 | Tank Dupont Freon 404A (feels full) |
| 1 | Small Base Roof Curb Kit 14" |
| 5 | Pink Tanks Freon 410A (feel empty or close to empty) |
| 5 | Bins Tin & Plastic Ducting pieces |
| Misc. | Assorted Fan & Vent Covers |
| | 2 Inline Fans & 2 Broan Bathroom Fans |
| Asst'd | Ducting Couplers, etc. |
| Misc. | Box - Copper Tubing, Insulated Copper Pipe, etc. |
| 2 | Motorized Dampers (10" x 10") - x 4228 |
| 1 | Motorized Dampers (10" x 18") - x 4234 |
| 4 | Motorized Dampers (12" x 12") - x 4239 |
| 1 | LN Zone Damper (12" x 10") - x 4229 |
| 2 | Motorized Dampers (10" x 24") - x 4235 |
| 1 | Motorized Dampers (16" x 10") |
| 1 | Motorized Dampers (10" x 20") - x 4233 |
| 2 | Motorized Dampers (12" x 24") EWC Controls |
| 1 | 6" Automatic Vent Damper |
| 2 | Broan 600 CFM 10" Exterior Mounted Blower - 331H |
| | Ingersoll Rand Evaporator Coil - 4PXCDCU60 BS3HAA |
| | Ingersoll Rand Evaporator Coil - 4PXCCD48 BS3HDA |
| | Ingersoll Rand Evaporator Coil - 4PXCDD60 BS3HDA |
| | Evaporator Coil - 4PXCBCU48 BS3HAA |
| | Evaporator Coil - 4PXCBCU48 BS3HAA |
| | Evaporator Coil - 4PXCDCU60 BS3HAA |
| | Evaporator Coil - CH35-24A-2F-3 |
| | Evaporator Coil (not in box) - CH35-60D-6F-20 |
| 1 | Large Bin Ducting Fittings |
| 1 | 40' Complete Tube Kit - TM-1040-SX (overhead heater) |
| | Crate of Assorted Pipe & Fittings |
| 1 | Hearth & Home Log Set |
| 1 | Hearth & Home 36" Fire Screen |
| 1 | Gree Model GWH09QB-D3DNB8E/I - Split Air Conditioner (1 pc of 2) |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| | 2 - Sections - Scaffolding |
| 27 | 10' x 3.5" Gas Vent Pipe - BH Class II |
| 1 | Toyota 7FGU30 Propane Powered Forklift, 5600#, VIN - 68045, Side Shift - 7,134 hours |
| | Extension Forks |
| 1 | 2500 kg Pallet Jack |
| 15 | AC Pads (32" x 32") |
| 1 | Bosch Bulldog Extreme Hammer Drill in Case |
| Misc. | Insulated Copper Pipe, Hangers, etc. |
| Misc. | 2 Boxes - Copper Fittings, Pipe Connectors, etc. |
| 1 | Air Conditioner Unit Radiator Replacement 79E01 |
| 1 | Ridgid Model 300-12 Power Pipe Threader w/Ridgid Deburrer, Threader, Cutter / Ridgid Pipe Stand / Oiler Bucket & Gun |
| 1 | Bosch Brute Electric Jack Hammer w/Cart w/2 Bits - Model 3611COA 010 |
| 1 | American Pride - Model GS216036180 AC Unit |
| | Kohler Kitchen Faucet 76519-4-CP (not complete) |
| 1 | Blue 2 Bin Cart on Castors |
| 2 | New Perfect Aire Air Purifiers |
| 22 | Freon Tanks & 2 Larger Tanks (Property of Refrigerant Service) |
| 1 | Propane Tank for Forklift |
| 1 | Box 6" x 25' Insulated Flex Duct |
| | Lennox EL16XC1-030-23A01 |
| | Health & Home Logs - COSMO42 |
| | 16" Motorized Damper - X4215 |
| | LN Zone Damper SM 14" x 14" - X4246 |
| | American Pride - GSX130241 |
| | Coil - CHX35-30B-6F-2 |
| | Coil - CX35-60D-6F-20 |
| | American Pride - GSX130421 |
| | Coil - 4PXABU36 BS3HAA |
| | Coil - CX35-48B-6F-20 |
| 4 | Lennox Comfort S30 Kit 3.0 19V30 |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|------------------------|--|
| | Box 2 Flex Chimney & Rain Cap |
| | Lennox - 13ACXN036-230-23 |
| | Coil - 4TXCC007DS3HCA |
| | Heating Coil - Delhi Blowers - HC-12 |
| | 50' x 3" Alum. Chimney Liner |
| | Furnace - GC9C960603BN |
| | Coil - CR33-30736B-F |
| | 12" Bypass Damper - CPRD12 |
| | 6" x 25' Insulated Flex Duct |
| | LN Zone Damper Sm - 18 x 10 - X4232 |
| 3 | Part Boxes - Thermo Pan Sheets - 19.5 x 47.5 |
| 1 | Accessory Kit - PHK10BP-1 |
| 1 | Wolf Steel GD-110 4/7 Root Terminal |
| 1 | Schwank JS-E080-CN S100 Burner Kit |
| 1 | Bin w/Sump Pump & Safety Rope |
| Misc. | Lot - Gasoline, ABS, PVC Fittings |
| <u>UPSTAIRS</u> | |
| 1 | Coat Rack |
| 1 | Fire Extinguisher |
| 1 | Paper Cutter |
| 1 | 4 Drawer Vertical Filing Cabinet |
| 1 | HP & Lenova ThinkPad Laptop Computers |
| 3 | Tablets - 1 - 7" / 2 - 10" |
| 1 | New Galaxy Tablet A7 Lite |
| 2 | Tablets - 1 - 10" / 1 - 7" |
| 20 | Samsung Cell Phones |
| 8 | Apple Cell Phones |
| 6 | Ingenico Move/5000 CC/Debit Machines |
| 1 | Sharp Adding Machine |
| 1 | Dell Computer System w/24" LG Monitor |
| 1 | Electric Lift L-Shaped Desk |
| 1 | Office Arm Chair |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|--|
| 6 | Yealink IP Phones |
| | Acer Computer w/2 - 24" Acer Monitors, Speakers |
| | L-Shaped Office Desk w/Double Drawers & Hutch Top |
| 1 | Wolverine Paper Shredder |
| 1 | Sentry Safe (no combination) |
| 1 | Office Chair |
| 1 | 2 Drawer Lateral Filing Cabinet |
| 1 | Ryobi Heat Gun |
| 1 | Double Drawer L-Shaped Office Desk w/Hutch |
| 1 | Office Chair |
| | Asus Computer w/27" Dell & 42" Samsung Monitors |
| 6 | Die Cast Toy Trucks |
| | Key box |
| | TechPure Topotech Germicidal UV Light |
| | Asus Computer w/LG 24" Monitor |
| 1 | Digital Check CheckPress CX30 |
| 1 | Stream Video Recorder 16 Channel Alarm-Com ADC-CSVR126 |
| 1 | 3 Drawer Filing Cabinet |
| 1 | 4 Drawer Cabinet |
| 1 | Aspire Computer w/Acer 24" Monitor |
| 1 | Dell Computer - Tower Only |
| 1 | Dell Computer w/Acer 24" Monitor |
| 1 | L-Shaped Desk w/Double Drawers |
| | Key Box & Cash Box |
| Misc. | Office Supplies - Pens, Staplers, File Holders, etc. |
| 1 | 24" Danby Fridge |
| 1 | RCA Microwave |
| 1 | Box Premium Clothing |
| 2 | Water Drain Tables |
| | Box ABS Fittings |
| 1 | New Doorlite Window (22" x 36") |
| 1 | Oil Filled Electric Heater |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| | New Box Kuri Tec Klearon 73 Clear PVC Tubing (3/8" x 1/2") - 100 ft. |
| | PARTS - Kinetico Softener S650 OD XP (No drum), Kinetico Softener - 735 1" (no Br Dr), Kinetico Test Kit & Parts Box, 1 Shelf - Kinetico Returns, Filters, Taps, etc. |
| Misc. | Shelf - 3 Tubs & Box Screws, Cleaners, Glues, etc. |
| Misc. | Shelf - 2 Heater Fans, Screws, Coveralls, etc. |
| | Top Shelf - Kuri Tec Tubing (1/2" x 3/4") - 100 ft, 3 - 13971 Kinetico Kit BPV w/Install Kit & Elbows |
| 7 | IPEX 3" x 20" PVC FGV Concentric Vent Kit System - 196006 |
| 1 | Box 2" x 50 yds - ECCO Foil Tape (23 rolls) |
| 2 | Lennox 2" PVC FGV Wall Termination Kit - 081217 |
| 6 | Tubs ABS Fittings |
| 2 | Navi Clean Hydronic Heating Filter - GXXX001727 |
| Misc. | Sling, Harness, Strap, Hand Radios, etc. |
| 1 | Spectroline Fluorescent Leak Detector Kit |
| Appr. | 44 Chimney Roof Flashings |
| Appr. | 30 Tin Roof Flashings |
| 11 | Lennox 3" PVC FGV Wall Termination Kit - 081215 |
| 1 | 3" PVC FGV Side Wall Vent - 196985 |
| | Part Box Kuri Tec 1/2" x 5/8" Tubing |
| 19 | 38M13 Transformers |
| Misc. | Large Lot - Capacitors, Sensors, Therm Exp. Valves, Humidifier Controls |
| 5 | GFX3 - Humidistat |
| 14 | TP-CAP - 455/44OR Round Capacitor |
| 9 | Thermal Expansion Valve - 067U3414 |
| 4 | Thermal Expansion Valve - 067U3415 |
| 4 | Thermal Expansion Valve - 067U3416 |
| 7 | Aprilaire 4655 Manual Humidistat |
| 7 | IPEX 2" PVC/FGV Wall Termination Kit - 081217 |
| Misc. | Boxed Item (Returns) |
| 11 | 14A48 - Pressure Switch |
| 3 | 99 LBC-02 - Basic Control |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|--|
| 5 | Timer - 99-DET01 |
| 18 | Air Exchanger Control - 99-BRHRV |
| 4 | EF11B2122 - Solinoid Valve - |
| 4 | 057342 - Solinoid Coil |
| 4 | 066161 - Solinoid Valve |
| Misc. | Large Box - Plastic Vent Pieces |
| Misc. | Opened Boxes of Various Items |
| 1 | Bucket of Harnesses |
| 2 | X4213 - Dampers |
| 4 | 15270 - ½" PVC Crawl |
| 3 | Humidifier Control - Model 62 |
| 4 | Steam Canister - Model 80 |
| 2 | Equipment Interface Module - 10T50 |
| 6 | KX200 Expansion Valve |
| | Full & Part Box Anti Vib Pads |
| 16 | Definite Purpose Contactor 10F73 |
| | Large Selection Assorted Air Filters |
| | Large Selection Assorted Air Grates |
| | Large Selection Assorted Air Vents |
| Misc. | Nails, Caulking, etc. |
| | <u>END OF UPPER LEVEL</u> |
| 2 | Gas Wall Mount Fireplace Units w/Vent Kits |
| | Large Selection of Assorted Piping, Fittings, Vents, Beads, etc. |
| 4 | Single Section Shelving Units |
| 2 | Double Section Shelving Units |
| 6 | Fire Extinguishers |
| 1 | Craftsman Tool Box w/Contents, Thermostats, Transformers, Switches, etc. |
| | <u>TOOL ROOM</u> |
| 1 | Duro Dyne Accessories |
| | Welding & Grinding Helmets |
| Misc. | Oils, Paints, Cleaners |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|--|
| | Small Tool Boxes & Assorted Tools |
| | Jumper Cables |
| 1 | Schumacher Battery Charger |
| | Ladder Braces |
| | Drill Bits |
| | Tie Downs |
| | Bolt Cutters |
| | Come-a-long |
| | Screws, Nuts & Bolts |
| | <u>OUTSIDE</u> |
| | 13-pcs Various Size Round Ducting (used) |
| Misc. | Pipe & Fittings ABS & PVC |
| Misc. | Tires |
| 4 | AC Pads |
| Misc. | Lot - Konetico Parts (used) |
| Misc. | Coils Gas Line |
| | Wood Bin w/Misc. Pipe - ABS, PVC, Copper, etc. |
| 2 | Part Bags RanPex ½" Pipe (approx. 80 pieces) |
| Asstd | Pipe (behind shed) |
| 3 | 12' Uprites & 20 Shelf Rails - Pallet Shelving |
| | 28' Alum. & Fiberglass Extension Ladders |
| 1 | Lennox (used) - 13ACXNO30-230-24 |
| | <u>CONTAINER #1</u> |
| 1 | 6' Alum. Fiberglass Step Ladder |
| Misc. | Box - Plumbing, Electric Heater |
| 2 | Moen Faucets TS6720 |
| 1 | Kohler 22178-CP MF-Hand Shower Kit |
| 15 | Acritec Drop-In Basin - 36868 |
| 1 | Echo CS352 Chainsaw |
| 25 | Capacitors |
| 1 | Ice Auger |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| Misc. | Copper Pipe |
| | 30G28 - 2 Wall Termination Kit |
| 4 | Refrigerant Tanks - R-410A - 1 - Full, 1 - Empty, 1 - Part, 1 x 134A - ¾ Full |
| 1 | Set of 4 - 275/60R20 Tires |
| 2 | Buckets Misc. - Assorted Thermostats, Tie Down Straps, etc. |
| 1 | Tray Capacitors/Relays, etc. - Approx. 30. |
| 3 | Ceramic Drop-In Single Faucet Hole Sink - 36811 |
| 2 | Boxes ABS & PVC Fittings |
| 1 | Large Lot ABS, PVC, Assorted Sized Pipe - Approx. 100 pieces |
| 5 | Office Chairs |
| 1 | Roll Wire |
| 1 | Selection of Office Desks Pieces & Boardroom Table Top |
| 2 | Metal Shelf Units |
| 8 | Wall Brackets |
| Misc. | Paint, etc. |
| 2 | Paper Organizer File Units |
| | <u>CONTAINER #2</u> |
| 3 | Shower Bases - ACR3787 |
| 3 | Tub Surround Units |
| 2 | Sloan Commercial Toilet Valves Auto Flush |
| 4 | Crates Iron Pipe Fitting |
| 1 | Sink - 36881 |
| 2 | Sinks - 2356 |
| 1 | Wall Mount Sink |
| 1 | American Pride AC Unit - GSX140371 |
| 1 | Ameristar AC Unit (in box) - MYAC4042D1000A |
| 1 | Ameristar AC Unit (in box) - MYAC4048D1000A |
| 1 | Ameristar AC Unit (in box) - M4AC4024D1000AA |
| 1 | Lennox AC Unit (out of box) (New) - 13ACXN030-230-24 |
| 1 | Lennox AC Unit (used) - 14ACX-047-230-05 |
| 1 | Lennox Furnace (used) - CBA25UHV |
| 2 | Double Bowl Kitchen Sink - Brushed Stainless |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|----|--|
| 11 | Hose & Wall Hook for Mop Sink - T-135 |
| | Large Selection of Rehau Fittings/Couplings |
| 3 | Boxes Ward Flex Gas ½" Stub Outs |
| 2 | Moen 69000 2 Handle Lavatory Valve |
| 3 | AC Covers |
| 4 | Mop Bucket Sinks MTD Model Terrazzo Basin Stern-Williams |
| 1 | IBC NT-25 Neutralizing Tank |
| 1 | Pallet - 3 Furnaces & 2 Coils Used (as-is) |
| 9 | Grundfos CIM 300 Electronic BAC Net Module |
| 1 | Lennox CX-34-62C-6F-1 AC Unit from Showroom Floor |
| 2 | Sets Hanging Wall Brackets |
| 2 | Haws 7620 Eyewash Faucet Mount |
| 5 | Cook Ceiling Fans |
| 1 | Lot Assorted Faucet Sets - Opened (not complete) |
| 3 | Moen TS670 Faucet Sets (new) |
| 8 | Kohler P15171-F-CP Faucets |
| 2 | Kohler I5271-4-CP Faucets |
| 1 | Kohler & Chicago Kitchen Faucets |
| 33 | Mainline Valves Angle Stop |
| 7 | Calefactio Tankless Water Heater Valve Kits ¾" TK075N |
| 4 | Kohler 22172-CP Elbow w/Check Valve |
| 3 | Boxes Misc. - Valves, Regulators, Connectors |
| 7 | Toilet Tanks |
| 2 | Toilet Bases |
| 5 | Single Ceramic Sinks |
| 8 | Toilet Seats |
| 18 | Single Stainless Sinks |
| 3 | Double Stainless Sinks |
| 3 | Wall Mount Single Sinks |
| | 14166A Media Mesh - 2 Buckets, 1 Bag, 2 Boxes |
| 2 | Fire Extinguisher Cabinets |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|----------------------------|--|
| | Schluter Kerdi-Line Channel Body Drain |
| 2 | KL1V60E50/KL1V60E60 |
| 5 | Neo Valves ½" 65ZNR |
| 8 | 24" Stainless Steel Mop Hangers |
| 1 | Box - Misc. Faucet Sets (open box) |
| 7 | Stabdard Gauge |
| 3 | IBC Air Vent Kits - P-195C |
| 2 | Sink Strainers - 8801 |
| 1 | IBC Secondary Loop Sensor w/SS Well - P216 |
| 1 | Lennox AC Unit (as is) (used) - ML14XP1-018-230A01 |
| 1 | Pallet Used AC Units (2) / Coils (2) |
| 8 | Evaporator Tanks |
| <u>CONTAINER #3</u> | |
| 1 | Sand Blaster |
| 1 | Everloc XL Power Tool Kit |
| 1 | Ridgid Pipe Tripod Stand |
| 1 | Mr. Heater Propane Heater |
| 1 | Portable Electric Pump w/Tank & Cart |
| 1 | Sandblasting Cabinet |
| 1 | Ridgid K-60SP Power Auger w/Line |
| 1 | Geo Stor Gas Hot Water Tank - 50 GST |
| 1 | Makita Dual Battery Charger |
| 4 | SLP-Trap 2 - Long Horz. Term Cap Kit |
| 2 | SLP-6 6" Pipe B6 |
| 1 | Round Shower Base (damaged) |
| Misc. | Tub - Hose Clamps, Fittings, Filters |
| | Small Blue Bins w/Misc. Contents |
| 1 | Kohler Toilet Base |
| 1 | SLP 12-A 3-12" Adj Ext B6 |
| 1 | Box of Assorted Filter Holders |
| 1 | New Heat & Glo Gas Fireplace - TRUE-36G-IFT |
| 1 | Ridgid Shop Vac |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|----|---|
| 1 | Large Lot Assorted Filter Resin, Activated Charcoal, etc. |
| 1 | Large Box Air Filters - 9 3/8 x 24 3/4 x 1 (68) |
| 8 | Kohler Toilet Tanks |
| 4 | Brin Tanks & Lid |
| | American Standard Murro Wall Mount Lavatory |
| 2 | Sink Tank 0954004EC020 |
| 22 | Kohler Tap Sets - 15-275-4CP |
| 4 | Kohler Tap Sets (in box) - P1524-4RA-CP |
| 1 | Lot Yellow Gas Line |
| 50 | 2 Part Boxes - Angle Valves |
| 1 | Snowman Decoration |
| 1 | Roll Filter Material |
| 1 | Box Electric Motors - 2 - New / 1 - Used |
| 1 | Box Pipe Ends w/Valves |
| 1 | Small Gas Fireplace (new) |
| 2 | Used GREE AC Units (no coil) |
| 1 | Lennox 13 ACX-024-230-18 w/Coil (out of box) (used) |
| 4 | Pcs DUP48 Pipe |
| 1 | Hearth & Home 28" Fireplace Screen |
| 1 | Hearth & Home 36" Fireplace Screen |
| 1 | Rectangular Shower Base (approx. 3' x 5') |
| 1 | Metal Parts Shelf Unit (approx. 3' x 6' x 2') |
| 1 | Kinetico S2060 - Dual Tank |
| 1 | Kinetico 11222 - Single Tank |
| 1 | Kinetico S150 (needs new head) |
| 1 | Kinetico S250 |
| 1 | Kinetico 735 - Dual Tank |
| 1 | Kinetico 2060T - Softener Dual Tank |
| 1 | Kinetico 2060F - Softener Dual Tank |
| 1 | Kinetico 2060F - Softener Dual Tank |
| 1 | Kinetico S250 (missing head) |
| 2 | 4' Pcs DVP-48 |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|---------------------|--|
| 1 | 2' Pcs DVP-24 |
| Misc. | Lot - Pipe Molding |
| 2 | 20L Pails ChemFax Chem Frost 100% |
| CONTAINER #4 | |
| 5 | Boxes Assorted Screws |
| 1 | Box HD Cast Pipe Couplings, Valves, etc. |
| 4 | Boxes Misc. Old Parts |
| 5 | 81W45 Blower Motors |
| 1 | Box Assorted Capacitors (approx. 60) |
| 2 | Part Boxes Kuri Tec Clear Tubing |
| 3 | Boxes of 35 4" PVC 45° & 1 Bin Same |
| 1 | 58MV 660-003-ECM Motor |
| 1 | Fasco Model D701 Electric Motor |
| 1 | Blower for John Wood Hot Water Tank - Model #6GS0NVHFV04 |
| 2 | Back Water Valves |
| 9 | Washer Hose Connectors |
| 4 | Lennox Collector Boxes - 17F07 - |
| 1 | Lennox H/C Pureair Maintenance Kit - X8796 |
| 1 | ½ Ton Power Fist Chain Hoist |
| 2 | Bins Cast Iron Fittings |
| 1 | Box 24 Sink Strainers |
| 24 | Small Parts Containers w/Copper Fittings |
| 2 | Inducer Kits - 340793-762 |
| 3 | Blowers |
| 1 | Box Vent Covers |
| 1 | Lot Round & Square Hot Water Tank Pans (14) |
| | Large Lot of Black ABS Fittings (various sizes) |
| 11 | Boxes of Foam Pipe Insulation |
| | Large Lot of air Filters (various sizes) |
| 3 | Blower Motors - 841CV, R06428, 93W13 (condition unknown) |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

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| | Craftsman Tool Box & Contents, Therma Coupler, Voltage Protectors, Thermostat, Carbon Monoxide Alarm, Germicidal UV Light, Valves, Electric Connectors, Gas Alarms, Relays |
| | Pex Pipe |
| | Bin Metal Victaulic Fittings |
| | LPGas Hose ¾" |
| | Large Lot Gray PVC Pipe Fittings |
| 6 | Victaulic Series 799 Koil-Kit Coil Pack w/3 Flex Hoses & Valves |
| | 1" Pure Link Pex - 20128 |
| | Part Box Clear Hose ½" |
| 5 | Water Pressure Reducing Valves - Zurn NR3XL |
| 3 | Moen TS6720 Faucets |
| 2 | 20L Pails - 1 Full & ¼" Full Freez-Kontr'l |
| 1 | ¾ Full Chem-Frost 100% 20L Pail |
| 1 | Box ABS Pee Traps |
| 1 | Kinetico 735 Water Softener (used) |
| 2 | Kinetico Neutralizer 1175 Tanks |
| 1 | Pump & Pressure Tank |
| 2 | Boxes Metal Hanger Brackets, Riser Clamps |
| 2 | Boxes Metal Riser Clamps |
| 1 | Box Plumbing Drain Extensions |
| 1 | Lot Metal Pipe Hangers (approx. 20 boxes) |
| 1 | Box Floor Drains |
| 1 | Box Bolts & Washers |
| 10 | 2 Boxes (6 & 4) Two Handle Rough In - 69000 |
| 3 | Lavatory - TS6720 (in box) |
| 1 | Box - Propane/Dual Hose & Valves (8) |
| 1 | Plastic Bin Pipe Fittings |
| 6 | Watts ¾" Pressure Reducing Valves - LF25AUBS23 |
| 1 | Wilo Star S16 FX Pump |
| 1 | Box Water Valves (new & used) & box Shark Bite Coupling Fittings |
| 1 | Small Plastic 20 gal., 1 Large Tank - 350L - Premier Plastic VT-35 |

**PREMIUM COMFORT HEATING & AIR CONDITIONING LTD.
EQUIPMENT & INVENTORY LISTING**

| | |
|-------|---|
| 1 | Moen 9796 Rough In Kit 10" |
| 1 | Roll 1" PEX Pipe |
| 1 | Bin Drain Plugs, etc. |
| 2 | Bins Misc. - Honeywell Motorized Valves (9) - V8043G1026/U |
| 1 | Part Box Kuri Tec Clear Tubing - 5/8 x 7/8 |
| 1 | Plastic Bin w/Assorted Valves |
| 3 | Victaulic 799 Koil-Kit Coil Pack (no hoses) |
| 6 | Toilet Sets |
| 1 | Box Assorted Valves, Circulation Pump, etc. |
| 3 | T62803EP Tub & Shower/Trim Kits |
| 1 | Box Misc. Valves & Fittings |
| 1 | ½ Tub Zip II Couplings |
| 3 | Bins Copper & Brass Fittings |
| 1 | Large Box Brass & Copper Fittings, Valves, etc. |
| 1 | Small Black Bin Brass & Copper Fittings, Valves, etc. |
| 1 | Large Hose Reel |
| 3 | Yellow & Black Bins - Valves, Fittings, Copper & Brass |
| 1 | Bin ¾" Plastic Pipe Bends |
| 1 | Bin Laundry Valve Boxes |
| 4 | Black Small Bins - Copper, Brass, Plastic Fittings |
| 2 | Boxes Yellow 4" & 3" Cast In Fire Stop |
| Misc. | Approx. 50 Boxes - Hangers, Brass & Copper, Valves, etc. |
| | 2 Bins & 3 Boxes Braided Hoses |
| 1 | Box Mega Press Fittings Viega |
| 1 | Lot Gal. Jugs - Misc., Oil, Coil Cleaner, etc. |
| 5 | Metal Organizer Bins w/ABS Pipe Fittings, Brass & Copper Fittings, etc. |
| 2 | Small Pressure Tanks - Flex 2 - HTX30 / Calefactio HGTE-5 |
| 8 | Lennox 15D30 Indoor Controller |