

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c.
B-3, AS AMENDED AND IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF MIKE HOGAN PLUMBING AND HEATING INC., A
CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO**

MOTION RECORD

April 23, 2026

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TO: SERVICE LIST

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c.
B-3, AS AMENDED AND IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF MIKE HOGAN PLUMBING AND HEATING INC., A
CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO**

**NOTICE OF MOTION
(Returnable May 4, 2026)**

THE MOVING PARTY, Mike Hogan Plumbing and Heating Inc. (the “**Company**”) will make a motion before the Ontario Superior Court of Justice (the “**Court**”) at the Ottawa Courthouse, 161 Elgin St., Ottawa, Ontario, on May 4, 2026 at 2:00 p.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1(1).
- In writing as an opposed motion under subrule 37.12.1(4).
- In person.
- By telephone conference.
- By video conference.

At a Zoom link to be provided by the Court in advance of the motion.

THE MOTION IS FOR:

1. An order substantially in the form attached at **Tab 2** of the motion record (the “**Order**”), *inter alia*:

- a. extending the time within which the Company must file a Proposal to **June 15, 2026** (the “**Extended Period**”), pursuant to sections 50.4(9) and 50.4(11) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”);
 - b. approving a first-priority charge (the “**Administration Charge**”) on all of the present and future properties, assets, and undertakings of the Company (collectively, the “**Property**”) in an aggregate amount not to exceed **\$100,000**, in favour of Link & Associates Inc. as Proposal Trustee, Kelly Santini LLP as independent counsel to the Proposal Trustee, and Ricketts Harris LLP as counsel to the Company (collectively, the “**Administrative Professionals**”), as security for the payment of their reasonable fees and disbursements incurred in connection with these proceedings;
 - c. approving the First Report of Link & Associates Inc. in its capacity as Proposal Trustee (the “**Proposal Trustee**”) dated April 23, 2026 (the “**First Report**”) and approving the activities of the Proposal Trustee as set out therein;
 - d. Authorizing the Company to make payments to its suppliers and Union on account of certain pre-filing liabilities for which the Company has collected or is collecting the corresponding receivable post-filing; and
 - d. such further and other relief as counsel may advise and this Honourable Court may permit.
2. An order substantially in the form attached at **Tab 3** of the motion record (the “**Order**”), *inter alia*:
- a. authorizing the implementation of a court-supervised process for the identification, vetting, and payment of pre-filing lien claims under the Construction Act, R.S.O. 1990, c. C.30, by way of an order (the “**Lien Regularization Order**”); and
 - b. such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

3. The Company is a corporation duly registered pursuant to the laws of Ontario having its head office in Kingston, Ontario.

4. Mike Hogan is the sole director of the Company. His wife, Carrie Hogan, is an officer of the Company.

Background

5. The Company is an active plumbing and HVAC contractor based in Kingston, Ontario, with annual revenues of approximately \$12.9 million and 45 employees. 42 employees are represented by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 (“**UA Local 401**”) and 3 employees are non-unionized . The Company is actively engaged on multiple ongoing construction projects in the Kingston and Ottawa areas.

6. The Company began sustaining losses during the COVID-19 pandemic, incurring substantial losses in each of the 2022, 2023, and 2024 fiscal years. The 2021 fiscal year also would have been a loss year but for government subsidies. In the 2021 year the Company began to fall into arrears with the Canada Revenue Agency (“**CRA**”).

7. During this period the Company expanded its operations and became involved in large-scale construction projects. The Company became heavily reliant on a single customer, developer Jay Patry.

8. The Company saw a recovery in its 2025 operations, but the indebtedness it absorbed in the loss years, particularly to the CRA, is too large for the Company to recover without a formal restructuring process. Though the Company made informal repayments to CRA throughout 2025, these were not enough to forestall enforcement activity from CRA. Cash flow problems were exacerbated by slow payment on the Patry projects. Following enforcement actions taken by the CRA, the Company commenced formal restructuring proceedings.

The Stay Extension

9. The Company filed a Notice of Intention to Make a Proposal (the “**NOI**”) on March 30, 2026, pursuant to section 50.4(1) of the BIA. Link & Associates Inc. consented to act as Proposal Trustee. The initial 30-day period within which to file a Proposal expires on April 29, 2026.

10. The catalyst for the NOI filing was the necessity of obtaining an immediate stay of proceedings against enforcement action by Canada Revenue Agency (“**CRA**”), including an Enhanced Requirement to Pay served on the Company’s financial institution on March 30, 2026. The filing of the NOI resulted in the withdrawal of all Requirements to Pay and the Enhanced Requirement to Pay.

11. These NOI proceedings (the “**Proposal Proceedings**”) are in the best interests of the Company and its stakeholders and, in light of the Company’s acute cash flow constraints, present the only practical means of continuing the Company’s business as a going concern.

12. As of commencing the Proposal Proceedings, the Company had approximately \$5.25 million in accounts receivable. Approximately \$4.75 million of this is believed to be collectible, \$912,000 of which is holdback funds. A significant old holdback receivable on one of the Patry Projects of over \$500,000 was paid the week of April 20, 2026.

13. The Company has cooperated fully with the Proposal Trustee since the NOI Date and has kept its post-filing CRA remittances and operational obligations current.

14. The Company requires the Extended Period to allow it to engage with key stakeholders, including UA Local 401 and material suppliers who may have lien rights under the *Construction Act*, implement the Lien Regularization Order process, advance discussions with CRA regarding the treatment of Source Deductions in any Proposal, and develop and present the terms of a Proposal to its creditors.

15. The Company has acted and continues to act in good faith and with due diligence in seeking to address its liquidity issues and develop a viable proposal for the benefit of all its stakeholders.

16. The Company is unaware of any creditor who would be materially prejudiced by the requested stay extension. The cash flow projection illustrates that the Company has sufficient liquidity to fund its obligations and the costs of the Proposal Proceedings until the end of the stay extension period. The Company's continued operations in that time will preserve value for the benefit of its stakeholders.

The Administration Charge

17. The Administrative Professionals have performed, and will continue to perform, services essential to the NOI proceedings. The Administration Charge in the amount of \$100,000 is necessary to secure the continued participation of the Administrative Professionals in these proceedings and is reasonable and proportionate in the circumstances.

18. The quantum of the proposed Administration Charge is reasonable in light of the size and complexity of the Company's business.

19. It is proposed that the Administration Charge will rank in priority to all other interests and encumbrances.

20. The Company and the Proposal Trustee are supportive of the Administration Charge. No party has voiced opposition to the Administration Charge.

Lien Reorganization

21. A central concern in the Proposal Proceedings is the completion of ongoing projects and contracts or subcontracts without stopping the flow of funds on those projects.

22. The Company is a subcontractor on multiple active construction projects. UA Local 401 is owed approximately \$302,000 in arrears and has issued a notice of intent to lien. Three major material suppliers are collectively owed approximately \$2.3 million and have indicated their intention to file construction liens.

23. Registration of liens against multiple projects would jeopardize the Company's ability to collect its accounts receivable and complete its projects. The registration of liens would effectively

stop the flow of funds on the projects, thereby increasing the likelihood that the Company would not be able to carry on work on the projects.

24. The proposed Lien Regularization Order is designed to replace individual lien registrations with a streamlined court-supervised process that protects the substantive rights of lien claimants while preserving the Company's ability to continue operations. The goal of the Company is to preserve the flow of funds unabated on on-going projects while addressing the preservation and perfection of lien rights of its creditors, while permitting the Company to continue its business operation, complete ongoing projects and present a Proposal to its creditors.

Approval of Proposal Trustee's Activities

25. The activities of the Proposal Trustee since the NOI Date as described in the First Report were reasonable and have been carried out in good faith and in the ordinary course of the NOI proceedings in the interest of the Company's stakeholders.

Other Grounds

26. The provisions of the BIA, including sections 50.4, 50.6, 62, 64.1, 64.2, 65.13, 69, 183, and the inherent and equitable jurisdiction of the Court.

27. Rules 1.04, 1.05, 2.03, 3.02, 16, 17, 37 and 39 of the *Ontario Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and section 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended.

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

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The First Report of Link & Associates Inc. in its capacity as Proposal Trustee dated April 23, 2026, and all appendices thereto.

2. The Affidavit of Mike Hogan sworn April 23, 2026, and all exhibits thereto.
3. Such further and other material as counsel may advise and this Honourable Court may permit.

April 23, 2026

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TO: SERVICE LIST

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
MIKE HOGAN PLUMBING AND HEATING INC.**

SERVICE LIST

UPDATED: April 16, 2026

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IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND IN THE MATTER OF
THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MIKE
HOGAN PLUMBING AND HEATING INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO

Estate/Court File No. BK-26-003353399-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
KINGSTON

NOTICE OF MOTION

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RCP-E 4C (September 1, 2020)

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE) MONDAY, THE 4th
)
JUSTICE KERSHMAN) DAY OF MAY, 2026

**IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*
R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF MIKE HOGAN PLUMBING AND HEATING INC.,
A CORPORATION INCORPORATED UNDER THE LAWS OF THE
PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by Mike Hogan Plumbing and Heating Inc. (the "**Applicant**") for an order pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion, the Affidavit of Mike Hogan, affirmed April 23, 2026, and the Exhibits thereto (the "**Hogan Affidavit**"), filed, the First Report of Link & Associates Inc, in its capacity as Proposal Trustee (the "**Proposal Trustee**"), dated April 23, 2026 (the "**First Report**"), filed, and on reading the Applicant's cash-flow statement, appended to the First Report, and on hearing the submissions of counsel to the Applicant, counsel for the Proposal Trustee, and such other counsel that were present, no one appearing for any other party, although duly served as appears from the Affidavit of Service of Hannah Salako, dated April 23, 2026, filed;

EXTENSION OF TIME TO MAKE A PROPOSAL

1. **THIS COURT ORDERS** that the time within which to make a proposal pursuant to section 62(1) of the BIA and the corresponding stay of proceedings provided for in section 69 of

the BIA, be and are hereby extended in accordance with section 50.4(9) of the BIA to and including June 15, 2026.

ADMINISTRATION CHARGE

2. **THIS COURT ORDERS** that the Proposal Trustee, the Proposal Trustee's counsel, and the Applicant's counsel, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings, both before and after the making of this Order. The Applicant is hereby authorized to pay the accounts of the Proposal Trustee, the Proposal Trustee's counsel and the Applicant's counsel as accounts are rendered from time to time, provided that the accounts of the Proposal Trustee and the Proposal Trustee's counsel as paid are passed from time to time, and for this purpose the accounts are hereby referred to a judge of the Ontario Superior Court of Justice at Ottawa, Ontario.

3. **THIS COURT ORDERS** that the Proposal Trustee, the Proposal Trustee's counsel and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the current and future assets, undertakings and properties of the Applicant of every nature and kind whatsoever (including all real and personal property), and wherever situate including all proceeds thereof (collectively, the "**Property**"), which charge shall not exceed an aggregate amount of \$100,000.00, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order.

VALIDITY AND PRIORITY OF THE ADMINISTRATION CHARGE

4. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

5. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any individual, firm, corporation, governmental body or agency, or any other entities notwithstanding the order of perfection or attachment.

6. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that ranks in priority to, or *pari passu* with, any of the Administration Charge, unless the Applicant also obtains the prior written consent of the Proposal Trustee and the chargees entitled to the benefit of such Administration Charges (collectively, the "**Chargees**"), or further Order of this Court.

7. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- a. the creation of the Administration Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- b. none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by the creation of the Administration Charge; and

- c. the payments made by the Applicant pursuant to this Order do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

PAYMENT OF PRE-FILING LIABILITIES

8. **THIS COURT ORDERS** that the Company is authorized to make payments to its suppliers and to the Union of pre-filing liabilities for which the Company has collected or is collecting the corresponding receivable post-filing, in accordance with the Company's holdback obligations under the *Construction Act*.

APPROVAL OF FIRST REPORT

9. **THIS COURT ORDERS** that the First Report and the activities of the Proposal Trustee, as applicable, referred to therein, be and are hereby approved.

SERVICE AND NOTICE

10. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website)¹ shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended (the "**Rules**"). Subject to Rule 3.01(d) of the Rules and paragraph 13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

11. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable (including, without limitation, due to COVID-19), the Applicant and the Proposal Trustee are at liberty to serve or distribute this Order, any other

¹See <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservicecommercial/>

materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

12. **THIS COURT ORDERS** that the Applicant and the Proposal Trustee and each of their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

13. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

14. **THIS COURT ORDERS** that the Applicant or the Proposal Trustee may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation or application of this Order upon seven (7) days' notice.

15. **THIS COURT ORDERS** that nothing in this Order shall prevent the Proposal Trustee from acting as an interim receiver, receiver, receiver and manager, or trustee in bankruptcy of the Applicant or the Property.

16. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal or any judicial, regulatory, or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory, or administrative tribunal or other court constituted pursuant

to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states of other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Applicant, the Proposal Trustee and any other party or parties likely to be affected by the Order sought or upon such other notice as this Court may order.

18. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

Kershman J.

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND IN THE MATTER OF
THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MIKE
HOGAN PLUMBING AND HEATING INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO

Estate/Court File No. BK-26-003353399-0033

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
KINGSTON

ORDER

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RCP-E 4C (September 1, 2020)

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE)
)
JUSTICE KERSHMAN) MONDAY, THE 4th
)
) DAY OF MAY, 2026

**IN THE MATTER OF *THE BANKRUPTCY AND INSOLVENCY ACT*
R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF MIKE HOGAN PLUMBING AND HEATING INC.,
A CORPORATION INCORPORATED UNDER THE LAWS OF THE
PROVINCE OF ONTARIO**

LIEN REGULARIZATION ORDER

THIS MOTION, made by Mike Hogan Plumbing and Heating Inc. (the “**Company**”) for an order pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion, the Affidavit of Mike Hogan, sworn April 23, 2026, and the Exhibits thereto (the “**Hogan Affidavit**”), filed, the First Report of Link & Associates Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”), dated April 23, 2026 (the “**First Report**”), filed, and on hearing the submissions of counsel to the Company, counsel for the Proposal Trustee, and such other counsel that were present, no one appearing for any other party, although duly served as appears from the Affidavit of Service of Hannah Salako sworn April 23, 2026, filed;

DEFINITIONS

1. In this Order, in addition to the terms defined in the preamble, the following terms shall have the meanings ascribed to them below, and capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Report:

- **“Administration Charge”** means the first-ranking charge granted in favour of the Administrative Professionals, being the Proposal Trustee, the Proposal Trustee's counsel, and the Applicant's counsel, for their reasonable fees and disbursements.
- **“BIA Stay”** means the stay of proceedings that arose upon the filing of the NOI pursuant to sections 69 and 69.1 of the BIA, as extended from time to time by Order of this Court;
- **“Construction Act”** means the *Construction Act*, R.S.O. 1990, c. C.30, as amended;
- **“Continuing Project”** means each active construction or service project of the Company listed in Schedule “A” to this Order, being projects that the Company intends to continue and complete during the proposal proceedings;
- **“Lien Charge”** has the meaning ascribed to it in paragraph 7 of this Order;
- **“Lien Claim”** means any claim by a Lien Claimant for amounts owing in connection with a Continuing Project, whether or not a lien has been preserved or perfected under the Construction Act;
- **“Lien Claimant”** means any Person who supplied services and/or materials to or for the Company in connection with a Continuing Project and who has or may have a lien claim under the Construction Act;
- **“Lien Notice”** means a written notice of a Lien Claim delivered in accordance with paragraph 5 of this Order, substantially in the form attached as Schedule “B” to this Order;
- **“NOI”** means the Notice of Intention to Make a Proposal filed by the Company on the NOI Date;
- **“NOI Date”** means March 30, 2026;
- **“Person”** means any individual, firm, corporation, governmental body or agency, or any other entity; and
- **“Statutory Holdback”** means any holdback required to be retained under the Construction Act in connection with a Continuing Project.

STAY OF LIEN RIGHTS

2. **THIS COURT ORDERS** that, subject to the terms of this Order, any Lien Claimant is hereby stayed and enjoined from preserving, maintaining, perfecting, or registering any lien or certificate of action, or commencing or continuing any lien action or enforcement proceeding, under the Construction Act in respect of a Continuing Project, except as expressly permitted by this Order or by further order of this Court.

3. **THIS COURT ORDERS** that, for greater certainty, nothing in this Order prevents the Company from asserting or pursuing its own lien rights on any Continuing Project, and the Company shall be entitled to preserve, register, and perfect lien claims in the ordinary course.

4. **THIS COURT ORDERS** that nothing in this Order shall affect the rights of any Lien Claimant with respect to any project not listed in Schedule “A” to this Order. Any Person may bring a motion to add or remove a project from Schedule “A” on notice to the Company and the Proposal Trustee.

LIEN NOTICE PROCESS

5. **THIS COURT ORDERS** that, in lieu of preserving or registering a lien under the Construction Act, any Lien Claimant who wishes to assert a Lien Claim in respect of a Continuing Project shall deliver a Lien Notice, substantially in the form attached as Schedule “B”, by email to each of the following:

- (a) the Company, at: mike@plumbingbyhogan.com;
- (b) the Proposal Trustee, at: rlink@linkassociates.ca; and
- (c) counsel to the Company, at: pmasic@rickettsharris.com.

6. **THIS COURT ORDERS** that a Lien Notice shall set out:

- the name and contact information of the Lien Claimant;
- the Continuing Project in respect of which the Lien Claim arises;
- the amount of the Lien Claim;

- a brief description of the services or materials supplied giving rise to the Lien Claim; and
- whether the Lien Claim arises from pre-NOI Date or post-NOI Date supply (or both), and the approximate amounts attributable to each period.

LIEN CHARGE

7. **THIS COURT ORDERS** that, upon delivery of a valid Lien Notice in accordance with this Order, the Lien Claimant shall be entitled to a charge (the “**Lien Charge**”) over the Company’s interest in the accounts receivable and Statutory Holdback referable to the applicable Continuing Project, in an amount equivalent to, and only to the extent of, the lien rights the Lien Claimant would have had under the Construction Act had a lien been preserved on the date the Lien Notice was delivered.

8. **THIS COURT ORDERS** that the Lien Charge shall be subordinate to the Administrative Charge and shall rank in priority consistent with the priority that a properly preserved and perfected lien under the Construction Act would have had as of the NOI Date, subject to the rights of any party to challenge the existence, validity, timeliness, or quantum of any Lien Claim on motion to this Court on notice to the Lien Claimant, the Company, and the Proposal Trustee.

9. **THIS COURT ORDERS** that the Lien Charge shall not attach to any amounts constituting Statutory Holdback that have already been released by an owner or payer on a Continuing Project prior to delivery of the applicable Lien Notice. No set-off shall be applied against Statutory Holdback amounts without the prior consent of the Proposal Trustee or further order of this Court.

RIGHTS PRESERVED

10. **THIS COURT ORDERS** that nothing in this Order shall prejudice the right of any Lien Claimant, the Company, or any other interested party to bring a motion before this Court to:

- dispute the validity, timeliness, or quantum of any Lien Claim;
- challenge the eligibility of any project for inclusion in Schedule “A”;
- seek relief from the stay imposed by paragraph 2 of this Order; or

- seek any other relief this Court deems just.

11. **THIS COURT ORDERS** that a Lien Claimant that delivers a Lien Notice is not required to take any further steps under the Construction Act to preserve or perfect its Lien Claim with respect to a Continuing Project, and the delivery of a Lien Notice shall be deemed to be effective preservation of the Lien Claim for the purposes of this Order.

12. **THIS COURT ORDERS** that this Order does not affect the rights of any Lien Claimant with respect to any lien that was validly preserved under the Construction Act prior to the NOI Date. Such pre-NOI liens shall continue to be governed by the Construction Act and the BIA Stay, and nothing herein constitutes any admission as to their validity or priority.

ROLE OF PROPOSAL TRUSTEE

13. **THIS COURT ORDERS** that the Proposal Trustee shall maintain a register of all Lien Notices received (the “**Lien Register**”) and shall post the Lien Register on the Proposal Trustee’s case website. The Proposal Trustee shall provide a copy of the Lien Register to any party upon request.

14. **THIS COURT ORDERS** that within ten (10) Business Days of receipt of a Lien Notice, the Proposal Trustee shall review the Lien Notice and, if it is of the view that the Lien Notice is deficient, non-compliant, or that the amount claimed is disputed, shall provide written notice of same to the Lien Claimant, the Company, and their respective counsel.

15. **THIS COURT ORDERS** that the Proposal Trustee shall report on the status of Lien Claims received under this Order in each of its reports to this Court filed during these proposal proceedings.

PAYMENTS TO LIEN CLAIMANTS

16. **THIS COURT ORDERS** that, subject to the prior approval of the Proposal Trustee, the Company is authorized to make payments to Lien Claimants on account of valid Lien Claims from the surplus cash flow generated from the collection of receivables on the applicable Continuing Project, to the extent available and in accordance with the cash-flow approved by the Proposal

Trustee from time to time. All such payments shall be reported to the Court in the Proposal Trustee's next report.

17. **THIS COURT ORDERS** that payment by the Company to a Lien Claimant on account of a Lien Claim under this Order shall, to the extent of such payment, discharge the Lien Charge in respect of such Lien Claim, and the Lien Claimant shall promptly deliver to the Proposal Trustee written confirmation of such discharge.

GENERAL

18. **THIS COURT ORDERS** that this Order shall be served promptly upon all known Lien Claimants, all known owners and payers on the Continuing Projects, and any other Persons directed by the Proposal Trustee or this Court. Proof of service shall be filed with the Court.

19. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

20. **THIS COURT ORDERS** that this Court shall retain jurisdiction to interpret, enforce, and amend this Order and to grant such further and other relief as may be just.

Kershman J.

SCHEDULE “A” CONTINUING PROJECTS

[Insert list of active projects, with brief project description, project address, and owner/general contractor name]

Projects include, without limitation:

- Trenton Apartments, 125 Appledene Drive, Trenton, Ontario (Hyde)
- Wildwood Apartments, 3040 Innes Rd., Ottawa, Ontario K1W 1A7 (Landrich)
- Stirling Residential Development, Brockville, Ontario (DBM)
- 263 Currell (Theberge)
- Princess St. Developments, 800 Princess Street
- 2312-2314 Princess St., Kingston, Ontario
- Kanata Woods
- Skyfal (300 Bayfield) Apr
- Frontenac Mall, 1300 Bath Road, Kingston, Ontario
- 150 Marketplace (1897365 Ontario Inc.)

**SCHEDULE “B”
FORM OF LIEN NOTICE**

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF MIKE HOGAN PLUMBING AND HEATING
INC., A CORPORATION INCORPORATED UNDER THE LAWS OF
THE PROVINCE OF ONTARIO**

LIEN NOTICE

TO: Mike Hogan Plumbing and Heating Inc. and Link & Associates Inc., as Proposal Trustee

The undersigned hereby delivers this Lien Notice pursuant to the Lien Regularization Order dated May 4, 2026 (the “**LRO**”) made in the above-captioned proposal proceedings. Capitalized terms used but not defined herein have the meanings ascribed to them in the LRO.

1. Lien Claimant:

Full legal name: _____

Address: _____

Email: _____

Contact (name/tel): _____

2. Continuing Project:

Project name/address: _____

Owner / General Contractor: _____

3. Amount of Lien Claim: \$ _____

4. Description of Services/Materials Supplied:

[Brief description of the services and/or materials supplied giving rise to the Lien Claim]

5. Period of Supply:

- **Pre-NOI Date supply (before March 30, 2026):** \$_____
- **Post-NOI Date supply (on or after March 30, 2026):** \$_____

The Lien Claimant reserves all rights with respect to this Lien Claim, including the right to update or amend this Lien Notice.

DATED this _____ day of _____, 20____.

Authorized signatory for the Lien Claimant

Name: _____

Title: _____

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND IN THE MATTER OF
THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MIKE
HOGAN PLUMBING AND HEATING INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO

Estate/Court File No. BK-26-003353399-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
KINGSTON

LIEN REGULARIZATION ORDER

RICKETTS HARRIS LLP

250 Yonge Street
Suite 2200
Toronto ON M5B 2L7

Pavle Masic (62275F)
Tel: (647) 260-2201
Fax: (416) 364-1697
pasic@rickettsharris.com

Tel: 416.364.6211

Lawyers for Mike Hogan
Plumbing and Heating Inc.

RCP-E 4C (September 1, 2020)

TAB 4

District of Ontario
Division No. 11 – Kingston
Court File No. 33-3353399
Estate File No. 33-3353399

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO**

**FIRST REPORT OF LINK & ASSOCIATES INC.
IN ITS CAPACITY AS PROPOSAL TRUSTEE**

April 23, 2026

INDEX OF APPENDICES

- A. Certificate of Filing of a Notice of Intention to Make a Proposal dated March 30, 2026

- B. Proposal Trustee's Letter to the Creditors of Mike Hogan Plumbing and Heating Inc. dated March 31, 2026 (with enclosures)

- C. Statement of Projected Cash Flow dated April 9, 2026

- D. Post-NOI Receivables and Supplier Allocation Report

- E. Preliminary Major Project Status Report

I. INTRODUCTION

1. On March 30, 2026 (the “**NOI Date**”), Mike Hogan Plumbing and Heating Inc. (“**Hogan Plumbing**” or the “**Company**”) filed a Notice of Intention to Make a Proposal (“**NOI**”) under Division I, Part III, of the Bankruptcy and Insolvency Act (the “**BIA**”). Link & Associates Inc., Licensed Insolvency Trustee, provided its consent to act as Proposal Trustee (the “**Proposal Trustee**”).
2. A copy of the certificate of filing of the NOI is attached hereto and marked as **Appendix “A”**.
3. Notice of the NOI (the “**Notice to Creditors**”), as prescribed by the BIA, was sent on April 2, 2026 to all of the Company’s known creditors as at the NOI Date. A copy of the Notice to Creditors is attached hereto and marked **Appendix “B”**.
4. Information regarding the NOI proceedings has been posted to the Proposal Trustee’s case website at www.linkassociates.ca under Files in Progress/Mike Hogan Plumbing and Heating Inc.
5. This report (the “**First Report**”) is made by the Proposal Trustee in support of a motion by the Company for the following:
 - i) An extension of time to file a Proposal to June 15, 2026;
 - ii) An Administrative Charge for professional fees;
 - iii) Authorization to implement a pre-Proposal claims process to determine the valuation of lien rights and to establish a framework for payment of same in a Lien Regularization Order; and

- iv) Authorization for the Debtor to make payments to its suppliers and Union on account of certain pre-filing liabilities for which the Company has collected or is collecting the corresponding receivable post-filing; and
- v) Such further and other relief as this Honourable Court may deem just and appropriate.

II. NOTICE TO READER

6. In preparing this First Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information, has held discussions and meetings with ownership, Company counsel, employees, creditors and/or their legal counsel, the taxing authorities, customers, and has received information from other third-party sources (collectively, the “**Information**”).
7. Except as specifically noted in this First Report, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada. Certain of the information referred to in this First Report consists of financial forecasts and/or projections. An examination or review of financial forecasts and projections and procedures, in accordance with standards set by the Chartered Professional Accountants of Canada, has not been performed. Future-oriented financial information referred to in this First Report was prepared based on estimates and assumptions provided by management. Readers are cautioned that since financial forecasts and/or projections are

based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, and such variations could be material.

8. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

III. COMPANY BACKGROUND

9. The Company was incorporated on April 11, 2008 as 1744941 Ontario Limited. It filed articles of amendment to change its name to Mike Hogan Plumbing and Heating Inc. on July 25, 2017.
10. The Company is owned by Michael (Mike) and Carrie Hogan (50% each preferred shares) and the Hogan Family Trust (100% common shares). It operates from leased premises in an approximate 6,000 square foot building located in Kingston, Ontario, which was purchased in 2017 and owned by a related company MC Hogan Holdings Inc. (“**MC Holdings**”).
11. The Company occupies and pays rent for approximately 2,800 s.f. while an unrelated cabinet company rents the remaining 3,200 s.f.
12. Mike Hogan is a licensed plumber and gasfitter, obtaining his licenses in 1991. He started working for his father’s company Plumbing by Hogan in 1987, and when his father retired in 2008, Mike Hogan incorporated his own company.
13. According to the Minute Book and annual resolutions contained therein, the Company’s sole director is Mike Hogan.

14. The Company has evolved from a small company doing mostly residential and light commercial jobs, into a full-service plumbing and HVAC (since 2013) contractor on larger multi-unit residential projects (hi-rise and lo-rise), in addition to continuing to service its residential and light-commercial customer base.
15. The Company became unionized in 2019 by joining the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 (“**UA Local 401**” or the “**Union**”). It is currently four (4) months in arrears for Union contributions.
16. It currently employs 24 unionized plumbers (including Mike Hogan) and 18 unionized HVAC technicians, along with 3 non-union office and administrative staff.
17. The Company began to experience financial difficulties around the time of the COVID-19 pandemic during fiscal year 2021, which combined with other factors, led to the Company becoming significantly in arrears with Canada Revenue Agency (“**CRA**”) on account of both payroll tax remittances (“**Source Deductions**”) and HST, which will be set out later in this First Report.
18. The Company has also been experiencing delays in receiving payment on several projects over the past year (or longer, in some cases) which has led to delinquency with its suppliers and Union, and which are in a position to place liens on various projects.

IV. PURPOSE OF THIS REPORT

19. The purpose of this First Report is to:

- a) Provide information to the Court with respect to the administration of the Company's NOI proceedings, including:
- i) background information regarding the Company's operations and the circumstances leading to the filing of the NOI; and
 - ii) reporting on the Cash Flow Projection (defined below) and related financial matters; and
- b) Provide the Court with the Proposal Trustee's support for, and observations in respect of the Company's request that the Court grant an Order, *inter alia*:
- i) approving a first ranking charge on the properties, assets and undertakings (collectively the "**Property**") of the Company in an amount not to exceed \$100,000 in favour of the Proposal Trustee, the Proposal Trustee's independent legal counsel Kelly Santini LLP ("**Independent Counsel**") and the Company's legal counsel Ricketts Harris LLP (collectively, the "**Administrative Professionals**") to secure payment of their reasonable fees and disbursements;
 - ii) approving an extension of the time for the Company to file a Proposal to June 15, 2026 (the "**Extended Period**");
 - iii) approving a Lien Regularization Order ("**LRO**");
 - iii) authorizing the Debtor to make payments on account of certain liabilities owing as at the NOI Date ("**Pre-Filing Liabilities**") to its suppliers and the Union that could otherwise form liens on projects, as set out herein, and for amounts to be determined; and

- iv) Such further and other relief as this Honourable Court may deem just and appropriate.

V. REASONS FOR FILING THE NOI

- 20. The primary reason for filing the NOI was for the Company to obtain a stay of proceedings as against the garnishment actions of CRA, as detailed below.
- 21. The Company originally contacted the office of Link & Associates Inc. (“**Link**”) on March 11, 2026 given the challenges facing the Company, including its ongoing discussions with CRA Collections about its sizeable debt for HST and Source Deductions and getting behind on supplier payments while carrying significant overdue accounts receivable balances.
- 22. Link and the Company entered into a consulting engagement for a review of its financial position and discussion of options.
- 23. During the information-gathering phase of the consulting engagement, on or around March 16, 2026, the Company received in the mail copies of requirement to pay (“**RTP**”) letters issued by CRA to several of the Company’s customers requiring them to pay 50% of any amounts due to the Company to the Receiver General.
- 24. Link was authorized by the Company to speak with CRA, and spoke with CRA Collections on March 16, 2026, to gather additional information and to gain an understanding of the history of the file from CRA’s perspective.

25. Link spoke further with CRA Collections on March 24, 2026 and informed CRA that it was working with the Company to see what course of action may be necessary and/or appropriate to deal with the Company's challenges including the RTP letters.
26. There was no determination at that point whether an NOI would be filed, but it seemed that it may be necessary given the quantum of various liabilities owing, including CRA, Union and suppliers, and potentially competing priorities.
27. On March 30, 2026, the Company received in the mail a copy of an Enhanced Requirement to Pay ("ERTP") letter from CRA addressed to the Company's financial institution dated March 19, 2026. An ERTTP would effectively freeze the Company's bank account.
28. It is unknown on what date the financial institution actually received the ERTTP letter, but it does not appear that any funds were paid out to CRA pursuant to same.
29. The Company immediately contacted Link upon receiving a copy of the ERTTP letter. It was determined that the Company had no choice but to immediately file an NOI.
30. The NOI filing was prepared and filed on March 30, 2026 and CRA was notified immediately. The effect of filing the NOI was for CRA to withdraw all of the RTPs and the ERTTP shortly thereafter.
31. With the stay of proceedings in place, the Company has been afforded a brief period of time for it to create a stabilized environment to continue operating as a going concern while working with the Proposal Trustee to restructure its affairs and formulate a plan to deal with the pressing issues facing the Company.

VI. FINANCIAL HISTORY

32. A financial summary for the years of 2018 through 2025 is presented below.

6.1 Income Statement

Income Statement Historical Summary - Unaudited								
CAD 000's								
	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
	March 31	March 31	March 31	March 31	March 31	March 31	March 31	March 31
	2025	2024	2023	2022	2021	2020	2019	2018
Revenue								
Sales	11,768	6,600	3,785	4,181	3,147	4,420	4,091	3,278
Union Stabilization Fund	0	0	0	85	246	0	0	0
	11,768	6,600	3,785	4,266	3,393	4,420	4,091	3,278
Cost of Sales								
Materials	5,779	3,359	1,634	1,902	1,708	2,002	2,017	1,681
Direct Labour and benefits	3,580	2,601	1,968	2,173	1,494	1,632	1,217	986
Sub-contracts	295	200	60	55	42	316	216	239
Vehicle	166	138	122	131	97	112	97	83
	9,820	6,298	3,784	4,261	3,341	4,062	3,547	2,989
Gross Margin	1,948	302	1	5	52	358	544	289
Expenses								
Interest and Bank Charges	518	366	212	52	46	48	41	25
Wages and Benefits	285	243	121	100	61	22	48	48
Bad Debts	219	67	50	1	0	19	(14)	29
Depreciation & Amortization	120	96	80	75	64	71	79	81
Rent	72	72	72	72	73	82	59	46
WS&IB	55	53	18	42	25	36	43	34
Equipment Rental	38	10	35	13	34	38	29	17
Repairs and Maintenance	33	14	6	20	14	7	5	13
CEBA Loan	0	20	0	0	0	0	0	0
Office and General	28	35	19	19	19	25	37	15
Professional Fees	24	19	16	20	19	8	12	16
Insurance	22	20	16	13	11	12	9	5
Utilities, Telephone	27	25	24	18	15	17	17	16
Training	2	3	9	2	1	2	1	14
All Other	11	13	14	10	28	15	25	17
	1,454	1,056	692	457	410	402	391	376
Extraordinary Items								
Apprenticeship Grants			12		18	11	33	
Government Assistance	21	8						
Gain/(Loss) on Equipment Disposal			33	0	4	6		
Wage Subsidy (CEWS)				143	595			
Forgivable Portion CEBA				0	20			
	21	8	45	143	637	17	33	0
Income Taxes (Recovery)	6		(1)	(32)	34	(4)	25	
Net Income (Loss)	509	(746)	(645)	(277)	245	(23)	161	(87)

33. The Company's revenues have grown significantly, particularly over the past three years, however profitability has varied.
34. Cumulative losses of almost \$1.7 million were incurred in 2022, 2023 and 2024, and further losses of \$738,000 would have been incurred if not for the CEWS program (emergency wage subsidy during COVID) in 2021 and 2022.
35. It is in these years that the Company fell behind in its CRA remittances, and the inability to rectify same has led to CRA collection activity and the heavy cost of penalties (up to 20% penalty for repeat failures to file and remit payroll taxes) and interest.
36. The year ending March 31, 2025 showed improved financial results with respect to gross margin and profitability, and preliminary internal accounting records show revenue for the year ending March 31, 2026 increased to \$12.9 million from \$11.7 million in 2025.
37. However, it is premature to set out the Company's full financial results for the year until its external accountant has commenced its year end work and entered all of the necessary entries and adjustments. The Company has arranged for its external accountant (KPMG) to begin working on the March 31, 2026 year-end as soon as possible so that the Proposal Trustee can be provided with the most current and accurate information for further reporting to the creditors and the Court.

6.2 Balance Sheet

38. The Company's historical balance sheet summary reflects the growth in both accounts receivable and government remittances due, and the retained earnings deficit starting in fiscal 2023 in conjunction with the losses incurred from 2022 – 2024.

Balance Sheet Historical Summary - Unaudited								
CAD 000's								
	Mar 31	Mar 31	Mar 31	Mar 31	Mar 31	Mar 31	Mar 31	Mar 31
	2025	2024	2023	2022	2021	2020	2019	2018
ASSETS								
Cash	21	354	134	39	54	48	114	105
Accounts Receivable	3,279	1,924	1,497	841	827	1,236	946	904
Unbilled Receivables	1,080	105	610	875	445	0	0	0
Income Taxes Recoverable	0	0	0	32	0	14	71	63
Due From Shareholders	31	32	0	0	0	0	38	0
Due From Affiliated Company	209	134	54	39	45	71	54	27
Equipment	298	281	229	236	125	210	220	272
TOTAL ASSETS	4,918	2,830	2,524	2,062	1,496	1,579	1,443	1,371
LIABILITIES								
Accounts Payable and Accrued Liabilities	2,152	1,286	963	842	630	1,001	755	750
Government Remittances Due	2,949	2,227	1,437	464	129	0	0	0
CEBA Loan	55	55	35	40	40	0	0	0
Income Taxes Payable	6	0	0	0	15	0	0	0
Due To Related Parties	4	4	4	4	0	0	0	0
Due To Shareholders	0	0	169	172	2	3	0	20
Current Portion - Long Term Debt	46	38	56	49	33	51	56	51
Long Term Debt	269	289	184	170	47	131	144	186
TOTAL LIABILITIES	5,481	3,899	2,848	1,741	896	1,186	955	1,007
SHAREHOLDERS' EQUITY/(DEFICIENCY)								
100 Class A Commons	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
266,500 Class B Preferred	0.044	0.044	0.044	0.044	0.044	0.047	0.050	0.050
266,500 Class C Preferred	0.044	0.044	0.044	0.044	0.044	0.047	0.050	0.050
RETAINED EARNINGS (DEFICIT)	(563)	(1,069)	(324)	321	600	393	488	364

39. As noted above, the financial statements for the March 31, 2026 year end are not yet available, but the internal accounting records utilized to prepare the NOI filing indicates the following approximate balances for key asset and liability categories:

- i) Accounts Receivable ~ \$5.25 million
- ii) Accounts Payable and Accrued Liabilities ~ \$2.9 million (excluding vehicle loans)
- iii) Government Remittances ~ \$5.1 million (including penalties and interest)

40. It would appear that the Company has sufficient tangible assets in the form of its accounts receivable to deal with its most pressing obligations to its suppliers and Union, and to make a meaningful Proposal to its creditors, provided it can effect prompt collection of the majority of its receivables which are significantly overdue.

VII. ASSETS

41. The Company's assets are primarily accounts receivable ("A/R"). The Company's A/R balance as at the NOI Date was approximately \$5.25 million, comprised primarily of billings on both large multi-unit residential jobs, smaller construction projects, and service work.
42. Of the total A/R, approximately \$3.1 million was 91 days and over (approximately 60% of the total).
43. The Company estimates approximately \$500,000 of the over 91-day receivables are likely uncollectible, leaving approximately \$4.75 million of what it believes are collectible accounts receivable.
44. Of the \$3.1 million of accounts receivable 91-days and over, approximately \$912,000 is for holdback, and \$548,000 of that holdback amount is owing from a job completed in October 2024. This holdback was just collected on April 21, 2026.
45. A further \$375,000 of the over 91 days A/R is holdback which has been billed over time on current jobs in progress and will not be collectible until after those jobs are completed.
46. There will also be additional holdback of approximately \$350,000 to bill shortly on two projects which are essentially completed, and for which invoices from suppliers are on the payables list, but the corresponding holdback receivable has not been booked yet.
47. Additional receivables are being created during the NOI period as jobs continue, however, the Company is now generally required to pay COD to its suppliers. In some instances, the project owner or general contractor is now making direct payments to the

suppliers going forward, until such time as Hogan Plumbing is able to re-establish credit terms.

7.1 Equipment and Tools, Vehicles

48. The book value of the Company's fixed assets is generally less than \$300,000 and includes several vehicles, many of which are financed, and a large assortment of hand and power tools customary in the plumbing and HVAC trade (drills, threaders, cutters, grinders, etc.).

VIII. LIABILITIES

49. As set out in the Notice to Creditors, the Company lists liabilities of approximately \$8.3 million. Of these liabilities, approximately \$5.1 million (61%) represents the amounts owed to CRA for Source Deductions and HST, including penalties and interest.

8.1 Canada Revenue Agency

50. The Company is significantly in arrears with Canada Revenue Agency (CRA) for both HST and Source Deductions dating back to 2021/2022. As at the NOI Date, the Company owed approximately \$3.39 million of unpaid Source Deductions, which amount appears to include principal debt of \$2.42 million, plus penalties and interest of approximately \$963,000 for the tax years of 2022 – 2025.

51. The Company has kept its 2026 payroll remittances current and is required to file and remit its Source Deductions and keep them current during the NOI process, which it has done.

52. The Company owes approximately \$1.75 million of HST from September 2021 to September 2024, and April to October 2025, which amount appears to include penalties and interest of approximately \$250,000.
53. Between November 6, 2024 and March 10, 2026 had been periodically making “extra” payments of between \$35,000 and \$35,600 on account of the arrears owing on the payroll tax account, although there was no formal repayment plan in place with CRA for same. The total extra payments made were \$462,200. These extra payments are applied to the oldest tax year first, including penalties and interest, and are not solely used to pay down principal.
54. The Company informed Link that it had filed an application with CRA on February 2, 2026 for relief from penalties and interest but that it has not been adjudicated as of yet. It appears the application may not have been prepared with a sufficient level of detail or supporting documentation and was/is unlikely to be successful as a result.
55. Prior to determining that an NOI filing was needed, Link recommended to the Company that it consider preparing an amended and improved application for relief from penalties and interest. Now that the NOI has been filed, the Company will seek a form of relief through the Proposal process.
56. The Company is required to file and remit its HST during the NOI process, which it has done. We note that a \$113,000 payment for HST owing for the month of February, 2026 was input for payment on March 27, 2026 and processed through the account on March 30, 2026. This payment had been input prior to the decision to file the NOI.

57. Within a Proposal proceeding, while HST is an unsecured claim, Source Deductions remain a deemed trust with specific requirements for repayment within six (6) months of Court approval of a Proposal pursuant to S. 60(1.1) of the BIA.
58. As noted above, the Company owes approximately \$2.42 million (principal amount) of unpaid Source Deductions, plus approximately \$963,000 of penalties and interest. It appears likely that as part of any Proposal to be made, the Company will need to obtain approval from CRA to extend the required repayment period for Source Deductions beyond six months and will be seeking relief from the penalties and interest.
59. The Proposal Trustee recommended to the Company and its shareholders to explore options to assist with the necessary CRA repayment over and above what may be available from operating cash flow, including refinancing and/or monetization of personal assets as may be realistically possible.

8.2 Union

60. The Company is unionized and its employees are members of UA Local 401. Some of its members have occasionally worked on jobs in the Ottawa area, creating an obligation to UA Local 71.
61. The Company is in arrears of Union contributions for four months (December 1, 2025 to March 30, 2026) totaling approximately \$302,000 to UA Local 401 and approximately \$9,000 to UA Local 71 as at the NOI Date. The majority of the contributions are for pension and the welfare fund.
62. The Union has issued a notice of its intention to lien certain jobs and has asserted priority over all other creditors.

63. Payment of Union contributions will be essential to ongoing operations and to a successful restructuring.

8.3 Material and Equipment Suppliers

64. The Company has a small number of material and equipment suppliers, with the three largest collectively owed approximately \$2.3 million.

65. Certain of these suppliers have indicated their intention to file liens pursuant to the Construction Act to protect their lien rights as may be necessary, and to the extent such rights are available to them within the prescribed statutory timelines.

66. Additional suppliers may also have lien rights, but the three major ones comprise the overwhelming majority that is owed.

67. Given the amounts owed, and the potential for liens to be filed against multiple jobs by the Union and suppliers, this may significantly affect the ability of the Company to collect its accounts receivable and complete jobs in progress.

68. Making arrangements for the payment of suppliers and preservation of their lien rights will be essential to ongoing operations and to a successful restructuring.

8.4 Trust Claimants

69. The proposed LRO will determine with certainty which suppliers have lien rights to assert. It is possible that certain suppliers may be out of time to assert lien rights on various projects. To the extent that there are no lien claims on a project and/or any such claims are otherwise satisfied from the proposed framework set out herein, then any unpaid suppliers may still have recourse to holdback (and any other amounts due to the Company on projects) as trust claimants, after payment of lien claimants.

8.5 Unsecured Creditors

70. To the extent the Company can satisfy the claims of those with current or future lien rights (i.e. Union, suppliers) and address any residual trust claims to statutory holdback that may exist for other suppliers in the proposed manner set out herein, and later obtain a compromise with CRA with respect to the timing and amount of repayment of Source Deductions, this will significantly reduce the number of unsecured creditors to be addressed in the Proposal to be filed.
71. The Company has a \$25,000 overdraft attached to its current account, as well as a corporate credit card with a \$50,000 limit. The credit card is at its limit. There does not appear to be a security interest registered for these credit facilities.
72. Ultimately, the number of unsecured creditors and quantum owed to each cannot be determined with certainty until after all of the potential lien and trust claims are conclusively quantified.

8.6 Secured Creditors

73. A search of the Ontario Personal Property Security Act (the “PPSA”) registry indicates that the Company’s only creditors with a registered security interest are:
- i) Bank of Nova Scotia (“BNS”) – 5 vehicles – owed approximately \$159,000
 - ii) Bank of Montreal (“BMO”) – 1 vehicle – owed approximately \$26,500
 - iii) Toyota Credit Canada Inc. (“TCC”) – 1 vehicle - owed approximately \$67,500
 - iv) Business Development Bank of Canada (“BDC”) for a general security agreement supporting a corporate guarantee (see below).

- v) CRA – specific registrations against seven (7) vehicles pursuant to a Federal Court tax certificate filed on or around March 17, 2026.
74. The Proposal Trustee has not obtained an opinion confirming the validity and enforceability of the security interests.

8.6.1 BDC and MC Holdings

75. The PPSA shows a registration by BDC of a General Security Agreement in 2017 which relates to the Company’s guarantee of related company loans. Hogan Plumbing does not borrow directly from BDC.
76. The Company also shows an amount of approximately \$209,000 due from Related/Affiliated Company on its last completed annual financial statements (March 31, 2025).
77. As described earlier in this First Report, the Company operates from leased premises in Kingston, Ontario in a building (the “**Property**”) owned by a related company MC Holdings. It pays rent of \$6,800/month, as set out in in the Cash Flow Projection.
78. MC Holdings acquired the Property in 2017 and obtained a \$600,000 loan from BDC (“**Loan #1**”) to assist with the purchase. Loan #1 is guaranteed by Mike and Carrie Hogan, and Hogan Plumbing supported by a GSA registered at PPSA. The balance of Loan #1 is approximately \$377,500. It is paid by MC Holdings.
79. In November 2017, MC Holdings obtained a further \$100,000 loan from BDC to assist with leasehold improvements for the tenancy of Hogan Plumbing (“**Loan #2**”). Loan #2 is also guaranteed by Mike and Carrie Hogan, and Hogan Plumbing, supported by a

GSA registered at PPSA. Loan #2 is paid by MC Holdings. However, in addition to its rent, Hogan Plumbing has been repaying MC Holdings \$1,200/month on account of this loan for its tenant improvements. The current balance on this loan is \$55,120.

80. In May, 2020, a further \$200,000 loan was obtained from BDC (“**Loan #3**”). As with the other two BDC loans, MC Holdings is the borrower on Loan #3, and the guarantors are Mike and Carrie Hogan and Hogan Plumbing, secured via the GSA. The current balance on this loan is \$33,333.

81. In reviewing the agreement for Loan #3, we observe that its stated purpose was “W/C – Liquidity for Growth”. It seems more likely that a working capital loan for growth would be made to a growing operating company such as Hogan Plumbing, not a real estate holding company. The monthly loan payment is in fact paid by Hogan Plumbing

82. From the Proposal Trustee’s review of bank statements, the loan proceeds were advanced to MC Holdings by BDC on May 8, 2020 and transferred by MC Holdings to Hogan Plumbing on May 13, 2020. However it does not appear that there was a loan established on the books as between Hogan Plumbing and MC Holdings, for this \$200,000.

83. Instead, over the years, Hogan Plumbing has made payments directly to BDC which have been recorded in a “Due from MC Holdings” account which incorrectly gives the reader of the financial statements the impression that Hogan Plumbing has been advancing funds to MC Holdings, when in fact it is paying the BDC loan that it has guaranteed.

84. Ideally, either Loan #3 would have been made directly to Hogan Plumbing and guaranteed by MC Holdings, or alternatively a \$200,000 “Due to MC Holdings” account set up on the Hogan Plumbing balance sheet so that the payments being made would reflect the reduction of a liability, not the creation of an asset category which had no actual realizable value.
85. The Proposal Trustee has not viewed the bank statements from 2017 from when Loan #2 was made (as the passage of time may have led to the destruction of paper copies, and electronic statements do not go back that far) , so it is uncertain whether the proceeds of that \$100,000 loan may have also first been advanced to MC Holdings by BDC, and in turn transferred by MC Holdings to Hogan Plumbing, but that is to be determined.
86. In any event, since March 31 is the fiscal year end, the Proposal Trustee has recommended to the Company that it adds this to the list of year end tasks for the external accountant to review and determine how best to correct its presentation on the financial statements, and also to make sure the interest has been properly expensed on these BDC loans.

8.7 Litigation Matters

87. On April 2, 2026, just after the NOI Date, the Company was served with a lawsuit dated March 16, 2026 filed by Kanata Woods Inc. (“KWI”) for \$5,052,370 against it and seven (7) other defendants. The lawsuit relates to alleged deficiencies of heat pumps installed at the Kanata Woods project.
88. The damages claimed in the litigation described above was not included in the NOI filing as it was not known at that time. It has now been classified as contingent. We

note that the litigation does not appear to specify a defined quantum for damages against Hogan Plumbing, which has referred the matter to its insurer.

89. The plaintiff currently owes the Company \$413,636. The impact of the KWI lawsuit on the collectability of the receivable owed to the Company has yet to be determined but given that there is very little owing to suppliers on Kanata Woods (approximately \$25,000), collection of this A/R is considered very important to the Company's available cash flow.

IX. CASH FLOW PROJECTION

90. In accordance with the provisions of the BIA, on April 9, 2026, the Proposal Trustee filed with the Official Receiver the Company's cash flow statement dated April 9, 2026, which was reviewed for reasonableness and signed by the Proposal Trustee and the Company (the "**Cash Flow Projection**").

91. The Cash Flow Projection covers the 10-week period starting on March 31, 2026 and ending on June 5, 2026 (the "**Cash Flow Period**").

92. A copy of the Cash Flow Projection, and ancillary reports, is attached hereto as **Appendix "C"**.

93. The Proposal Trustee assisted the Company in the development and preparation of the Cash Flow Projection, as it did not previously prepare or maintain a cash flow forecast.

94. The Cash Flow Projection relies upon several key assumptions, many of which relate to the collection of overdue accounts receivable on several projects, and the continuation of operations without disruption.

95. The Cash Flow Projection forecasts the ability for the Company to meet its obligations during the Cash Flow Period and to allocate incoming funds to satisfy various amounts owing to suppliers on a project-by-project basis while continuing to operate.

9.1 Actual Cash Flow since NOI Date

96. While there has only been a short period of time between the Cash Flow Projection being filed on April 9, 2026, and the preparation of this First Report, it is important to inform the creditors and the Court that the Company has made meaningful progress in collecting aged accounts receivable.

97. As noted earlier in this First Report, the Company has an excessive amount of overdue accounts receivable dating back to 2024/2025 and beyond.

98. Since the filing of the NOI, the Company has collected approximately \$1 million from several accounts dating back to 2024/2025, including \$548,546 holdback from the 2274 Princess St. project.

99. As at the date of this First Report, the Company has available cash of approximately \$997,000 and is meeting its post-NOI obligations. It expects to collect at least another \$1 million withing the next 10 – 14 days.

100. The table below shows the actual receipts and disbursements from Tuesday, March 31 to Tuesday, April 21, 2026 (i.e. the first and fourth columns do not represent entire weeks).

	ACTUAL	ACTUAL	ACTUAL	ACTUAL
	Mar 31 - April 3	April 4 - 10	April 11 - 17	April 18 - 21
Opening Cash	\$ 289,126.21	\$ 330,957.20	\$ 269,471.03	\$ 613,462.62
Receipts				
Appledene Project	-	-	-	-
Innes Project	-	-	-	-
Stirling Manor Project	115,782.91	61,120.11	-	-
Currell Project	-	-	-	-
Patry Group Projects	-	-	394,470.19	-
Construction and Small Projects	-	-	53,074.82	-
Service	14,985.48	37,845.12	14,580.35	6,501.11
Patry Group Service	-	-	-	-
Appledene Holdbacks	-	-	-	-
Innes Holdbacks	-	-	-	-
Stirling Manor Holdbacks	-	-	-	-
Currell Holdbacks	-	-	-	-
Patry Group Holdbacks	-	-	-	548,546.97
Other/Miscellaneous	-	-	-	-
Total Receipts	\$ 130,768.39	\$ 98,965.23	\$ 462,125.36	\$ 555,048.08
Disbursements				
Proposed Pre-Filing Pmt - Unions estimate	-	-	-	-
Proposed Pre-Filing Pmt - Liens/Critical estimate	-	-	-	-
Payroll (net)	59,559.20	55,910.92	52,489.84	55,583.98
CRA - Deductions At Source	-	70,059.37	-	59,096.73
CRA - HST Remittances	-	-	-	-
Union (UA71 Ottawa) Contributions	-	-	-	-
Union (UA401 Kingston) Contributions	-	-	5,595.94	-
Materials and Supplies (COD)	3,390.54	16,703.60	32,123.71	54,920.72
Vehicle/Building Maintenance	-	-	-	365.60
WSIB	-	-	-	-
Employer Health Tax	-	-	-	-
Travel/Fuel	-	-	-	-
Phone/Internet	-	-	-	-
Rent	-	-	6,800.00	-
BDC loan (via guarantee/GSA)	-	-	-	-
Utilities (Water/Sewer & Hydro)	-	963.58	-	-
Utilities Enbridge Gas	-	-	-	-
Commercial Insurance	(19.98)	-	3,359.82	-
Vehicle Insurance	-	-	-	-
Bank Charges	157.38	-	-	-
Vehicle Loan Payments - Secured	682.28	2,721.76	1,918.00	685.98
Office, General and Other Expenses	167.98	306.17	3,755.46	108.54
Proposal Trustee - Retainer	10,000.00	-	-	-
Proposal Trustee Fees	-	13,786.00	12,091.00	-
Legal Fees - Proposal Trustee	-	-	-	-
Legal Fees - Company - Retainer	15,000.00	-	-	-
Legal Fees - Company	-	-	-	-
Total Disbursements	\$ 88,937.40	\$ 160,451.40	\$ 118,133.77	\$ 170,761.55
Opening Cash	289,126	330,957	269,471	613,463
Change	41,831	(61,486)	343,992	384,287
Ending Cash	\$ 330,957	\$ 269,471	\$ 613,463	\$ 997,749

101. The Company is continuing its efforts to collect additional overdue accounts, with the intent of bringing the majority of its A/R within 60 days (except for holdback).

9.2 Monitoring and Reporting

102. One of the roles of the Proposal Trustee is to monitor and report pursuant to S. 50.4(7) of the BIA.

103. To date, the Company has provided the Proposal Trustee with its full co-operation and unrestricted access to its books and records.

104. The Proposal Trustee has implemented procedures for monitoring the Company's receipts and disbursements and has kept in close contact with management to ensure that operations are continuing in the normal course of business and in accordance with the Cash Flow Projection, and that it is mindful of its trust obligations under the Construction Act.

105. The Proposal Trustee has instituted a monitoring and reporting system by which the Company updates its receipts and disbursements each day into the cash flow reporting template.

106. As a further part of the monitoring process, the Company uploads its post-filing accounts receivable collections into a detailed spreadsheet and sets out the corresponding amount owed to each supplier for the billing period of the collected receivable. The results are set out in **Appendix "D"**.

107. The spreadsheet that is contained in Appendix D is being updated as receivables are collected. It sets out the amount of proposed payments to suppliers on account of post-filing A/R collections, to the extent there are unpaid payables attached to those receipts.

9.2.1 Proposed Payments

108. The Company proposes to pay the amounts identified in Appendix D to each of the suppliers as funds are collected, on an ongoing basis post-NOI. For example, based on collections in April 2026 to date, \$227,251.72 would be paid to those suppliers.

109. Notably, much of the A/R collections since filing the NOI have been for overdue accounts, many of which do not have a corresponding direct unpaid payable given their age.

110. However, the Company has identified a duplicate incoming payment received March 19, 2026, on a project known as Hyde/125 Appledene in the amount of \$230,740.93. It appears that amount was a duplicate payment for the month of January, which has now instead been applied to the invoice issued for the month of March.

111. Had that errant duplicate payment not been made, the Company would have invoiced Hyde/125 Appledene for the month of March and received payment post-filing in the normal course of prompt payment from Hyde, in April.

112. As such, the Proposal Trustee believes it is appropriate to classify that receipt as post-filing, as to do otherwise would unfairly penalize the suppliers.

113. As a result, based upon post-filing collections as at the date of this First Report, the Company proposes to pay the suppliers set out in Appendix D the total of \$355,348.60.

114. In addition, the Company proposes to pay the contribution arrears owing to its Union forthwith.

9.3 Accounts Receivable Collected Pre-NOI and Unpaid Suppliers

115. The Proposal Trustee has commenced a detailed review of the Company's books and records, and in particular, the accounts receivable that were collected in the months prior to filing of the NOI, and the use of those funds.

116. It appears that the Company collected receivables in recent months where the proceeds of those collections were not necessarily used to pay the suppliers or union contributions that relate specifically to those projects or time periods.
117. In effect, it seems that the Company's financial resources were being expended underwriting the costs of various work for which it was not being paid in a timely manner.
118. The Proposal Trustee has reviewed, on a preliminary basis, each major project to identify the unpaid suppliers on each project by monthly billing and comparing that to both the current receivable balance, plus future billings, extras and holdback, to determine the net position on each project (subject to determination of which suppliers have lien rights).
119. On a preliminary basis, it does appear that each project has sufficient expected billings and holdback to address the majority of lien and/or trust claims, as set out in **Appendix "E"**. We note that the payable amounts listed therein are for suppliers, and do not factor in unpaid Union contributions on a per-project basis.
120. We note that the projects set out in Appendix E are not an exhaustive list of every job but represents the larger jobs for which suppliers are owed the most. The Company also has a large number of service jobs and smaller construction jobs which are an important source of cash flow.
121. The worksheet in Appendix E will be updated continuously as well throughout the NOI process.

X. PROPOSED LRO

122. The Company is active on multiple projects which are subject to requirements of the Construction Act.

123. The Company believes that seeking immediate relief to establish an LRO and to permit payments to be made to those with clear priority entitlements as soon as possible, rather than waiting for the Proposal to be filed, is necessary and appropriate so that projects continue without disruption and creditors are not unduly prejudiced.

124. This will instill order and confidence and maintain employment, while delay may lead to action that could in all likelihood disrupt projects and payment flows to the detriment of all stakeholders.

125. If registered, such liens could jeopardize the Company's ability to continue to work on and complete these projects and its ability to maximize recovery of accounts receivable, thereby negatively impacting the general body of creditors.

126. The current relief is not being sought on the basis of speculative future events without basis, but rather on tangible assets and cash flows. This proposed course of action is intended to balance the interests of the various stakeholders.

XI. ACTIVITIES OF THE PROPOSAL TRUSTEE

127. Since the NOI Filing Date, the Proposal Trustee has undertaken the following activities, inter alia:

- i) issued notices to creditors;
- ii) updated the Proposal Trustee's case website as necessary;

- iii) prepared drafts of written and oral communications to assist the Company in its correspondence with suppliers and employees;
- iv) on-site attendance and meetings with ownership, and interaction with and communication with creditors;
- v) assisted in reviewing financial systems and reporting;
- vi) provided assistance to the Company in preparing its Cash Flow Projection;
- vii) established system to monitor actual cash flows in comparison with the Cash Flow Projection;
- viii) established system to monitor incoming project receivables to unpaid suppliers which may constitute lien or trust claims;
- ix) prepared this First Report; and
- x) engaged in ongoing discussions with the Company and its counsel regarding the NOI filing and the Company's efforts to make a successful Proposal.

XII. PROPOSED ADMINISTRATIVE CHARGE

128. In order to protect the fees and expenses of the Administrative Professionals, the Company is seeking a charge (the "**Administrative Professionals Charge**") on the Property to secure payment of the reasonable fees and expenses of the Administrative Professionals in the aggregate amount of \$100,000.

129. The Company is requesting that the Administrative Professionals Charge rank in priority to the claims of all secured and unsecured creditors over the Property.

130. The Proposal Trustee recommends the Administrative Professional Charge be approved for the following reasons:

- i) each of the professionals whose fees are to be secured by the Administrative Professionals Charge has played and will continue to play a critical role in the Company's restructuring process; and
- ii) The Company intends to satisfy the fees and disbursements of the Administrative Professionals from cash flow during the NOI proceedings. The Administrative Professionals Charge is sought to protect the Administrative Professionals if the restructuring is not successful.

131. The Cash Flow Projection sets out the estimated fees and disbursements of the Administrative Professionals to be paid during the Projection Period.

XIII. REQUEST FOR EXTENSION TO TIME TO FILE PROPOSAL

132. The definitive terms of the Proposal will take additional time to develop in view of the more immediate relief being sought at this time.

133. The Company is adhering to its Cash Flow Forecast, and it has made significant progress in collecting overdue receivables. Its cash flow is monitored daily by the Proposal Trustee.

134. The Company seeks an initial 45-day extension of time within which to file a Proposal. The current 30-day period expires on April 29, 2026. A 45-day extension would expire on June 13, 2026, which is a Saturday. As a result, the Extended Period will run until Monday, June 15, 2026.

135.To allow the Company sufficient time to advance the restructuring process and potentially address a significant amount the claims, it is seeking an extension of the time for filing of a proposal to June 15, 2026.

136.In view of the foregoing, the Proposal Trustee supports the Company's request for an extension and has also considered that:

- i) The Company is acting in good faith and with due diligence;
- ii) The additional time will allow the Company to more fully engage with its stakeholders, and to provide for a more detailed assessment of its ongoing projects while addressing its outstanding liabilities to the Union and suppliers which may have lien rights; and
- iii) The requested extension shall not adversely affect or materially prejudice any party.

XIV. CONCLUSION AND RECOMMENDATIONS

137.Based on the foregoing, the Proposal Trustee respectfully recommends that the Court make an order granting the relief detailed in paragraph 5 of this First Report.

DATED AT the City of Woodbridge, in the Province of Ontario, this 23rd day of April, 2026.

LINK & ASSOCIATES INC.
Trustee in re Notice of Intention to Make
a Proposal of Mike Hogan Plumbing and
Heating Inc.

Per: _____
Robert G. Link, CIRP, LIT

APPENDIX A



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 11 - Kingston
Court No.: 33-3353399
Estate No.: 33-3353399

In the Matter of the Notice of Intention to make a proposal of:

Mike Hogan Plumbing and Heating Inc.

Insolvent Person

LINK & ASSOCIATES INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

March 30, 2026

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: March 30, 2026, 16:27

E-File/Dépôt Electronique

Official Receiver

CD Howe Building A/S Ottawa Division, 235 Queen St., Ottawa, Ontario, Canada, K1A0H5, (877)376-9902

Canada

APPENDIX B

Link & Associates Inc.
Receivers + Trustees

District of Ontario
Division No. 11 – Kingston
Court No. 33-3353399
Estate No. 33-3353399

March 31, 2026

To: The Creditors of MIKE HOGAN PLUMBING AND HEATING INC.

Re: Notice of Intention to Make a Proposal

TAKE NOTICE THAT MIKE HOGAN PLUMBING AND HEATING INC. (“MHPH”) or the “Company”) filed a Notice of Intention to Make a Proposal (“NOI”) under Division I, Part III, of the Bankruptcy and Insolvency Act (“BIA”) on March 30, 2026 (the “NOI Filing Date”).

LINK & ASSOCIATES INC., Licensed Insolvency Trustee, has consented to act as trustee under the NOI (the “Proposal Trustee”).

Pursuant to Section 69 of the BIA, all proceedings against the Company are stayed effective March 30, 2026.

Attached please find the following documents:

1. Certificate of Filing of the Notice of Intention
2. Notice of Stay of Proceedings
3. A copy of the NOI and a list of creditors owed or claimed to be owed \$250 or more
4. Consent of the Trustee

The Company is required to file a proposal (the “Proposal”) within thirty (30) days of the filing of the NOI, in accordance with the requirements of the BIA, and subject to any extension(s) to the time period for filing of the Proposal that may be granted by the Court, such extensions not exceeding a maximum of six (6) months from the NOI Filing Date.

A copy of the Proposal, when filed, will be sent to each of the creditors together with a notice calling a meeting of creditors to consider the Proposal, such meeting to be held within 21 days of the Proposal being filed. A report of the Trustee will also be provided to the creditors.

It is important for all creditors to know that the Company has *not* filed for bankruptcy. Rather, it is in the process of developing a Proposal to its creditors which is intended to result in a better recovery to the creditors than would otherwise be available in a bankruptcy.

Robert Link, LIT

Direct Tel. 416.737.6655 Fax. 416.862.2136 Email: rlink@linkassociates.ca
7050 Weston Road, Suite #228, Woodbridge, ON Canada L4L 8G7

The firm of Link & Associates Inc. is a Licensed Insolvency Trustee

www.linkassociates.ca

During the Proposal proceedings:

- (i) No person or creditor can commence or continue any action, execution or other proceedings for the recovery of a debt until the Trustee has been discharged, or until the Proposal has been refused, without leave of the Court and on such terms as the Court may impose.
- (ii) No person or creditor may terminate or amend any agreement with the Company, or claim an accelerated payment, or a forfeiture of the term, under any agreement with the Company by reason only that the Company is insolvent or by reason of the filing of the NOI;
- (iii) Please take note that the NOI does not permit the Company to make payments on account of unsecured debts owing at the NOI Filing Date ("**Pre-Filing Debts**"). This may involve pro-rating of invoices payable by the Company which contain amounts owing both before and after the NOI Filing Date. The Company's Proposal will set out the manner in which all Pre-Filing Debts will be addressed.
- (iv) Suppliers of goods and services to the Company should discuss directly with its management, the terms of payment for goods and/or services that they will provide to the Company after the NOI Filing Date.

At present, creditors are not required to file a proof of claim. Proofs of claim are only utilized once the Proposal has been filed. The Trustee will provide you with further information and a proof of claim form and voting letter at a later date, once the Proposal has been filed.

During these Proposal proceedings, the Company continues to be under the direction of its management.

The above measures are mandated by the BIA and are necessary to ensure that all creditors of the Company are treated equitably in the Proposal process, and no creditor exercises remedies in a manner that it receives preferential treatment relative to other creditors.

Yours truly,

LINK & ASSOCIATES INC.

Proposal Trustee in re

Mike Hogan Plumbing and Heating Inc.

Per: Robert G. Link, CIRP, LIT

Tel: (416) 737-6655

Fax: (416) 862-2136

Email: rlink@linkassociates.ca

Web: www.linkassociates.ca

District of Ontario
Division No. 11 - Kingston
Court No.: 33- 3353399
Estate No.:33-3353399

NOTICE OF STAY OF PROCEEDINGS

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO**

DATE OF FILING OF NOTICE OF INTENTION: MARCH 30, 2026

NOTICE IS HEREBY GIVEN that the above-noted debtor filed a Notice of Intention to Make a Proposal (the "NOI") on March 30, 2026. Every NOI or Proposal made in pursuance of the Bankruptcy and Insolvency Act (the "BIA") takes precedence over all judicial or other attachments, garnishments, certificates having the effect of judgments, certificates of judgment, judgments operating as hypothecs, executions or other process against the property of a debtor, except such as have been completely executed by payment to the creditor or his agent, and except also the rights of a secured creditor.

UPON the filing of an NOI or a Proposal made by an insolvent person or upon the bankruptcy of any debtor, no creditor with a claim provable in bankruptcy shall have any remedy against the debtor or its property or shall commence or continue any action, execution or other proceedings for the recovery of a claim provable in bankruptcy until the Trustee has been discharged or until the Proposal has been refused, unless with the leave of the Court and on such terms as the Court may impose.

WHERE an NOI has been filed or a Proposal has been made, the Sheriff or other officer of any Court or any person having seized property of the debtor under execution of attachment or any other process shall, upon receiving a copy of the NOI or the Proposal certified by the Trustee as a true copy thereof, forthwith deliver to the Trustee all the property of the debtor in his hands.

WHERE the Sheriff has sold the property of the debtor or any part thereof, he shall deliver to the Trustee the money so realized by him, less his fees and the costs referred to in subsection 70(2).

ANY property of a debtor under seizure for rent or taxes shall on production of a copy of the NOI or the Proposal certified by the Trustee as a true copy thereof be delivered forthwith to the Trustee, but the costs of distress are a first charge thereon, and, if such property or any part thereof has been sold, the money realized therefrom, less the costs of distress and sale, shall be paid to the Trustee.

DATED AT the City of Woodbridge, in the Province of Ontario, this 30th day of March, 2026.

LINK & ASSOCIATES INC.

Per: 

Robert Link, CIRP, LIT

7050 Weston Road, Suite #228
Woodbridge, ON L4L 8G7
Phone: (416) 737-6655 Fax: (416) 862-2136

District of Ontario
Division No. 11 – Kingston
Court No. 33 - TBD
Estate No. 33 - TBD

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO**

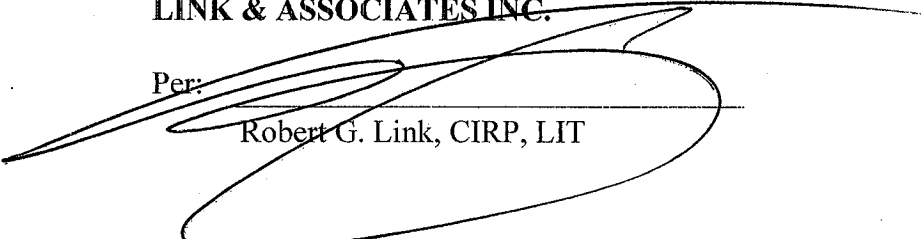
CONSENT

LINK & ASSOCIATES INC., Licensed Insolvency Trustee, hereby consents to act as the Proposal Trustee of Mike Hogan Plumbing and Heating Inc. pursuant to the provisions of the Bankruptcy and Insolvency Act.

DATED at the Town of Georgina, Province of Ontario, this 30th day of March, 2026.

LINK & ASSOCIATES INC.

Per:



Robert G. Link, CIRP, LIT

7050 Weston Road, Suite #228
Woodbridge, ON L4L 8G7
Phone: (416) 737-6655 Fax: (416) 862-2136

District of: Ontario
Division No. 11 - Kingston
Court No. 33-3353399
Estate No. 33-3353399

- FORM 33 -

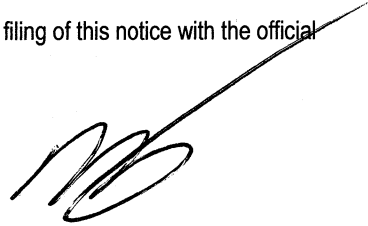
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Mike Hogan Plumbing and Heating Inc.
of the City of Kingston, in the Province of Ontario

Take notice that:

1. I, Mike Hogan Plumbing and Heating Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Link & Associates Inc. of 7050 Weston Road, Suite #228, Woodbridge, ON, L4L 8G7, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Kingston in the Province of Ontario, this 30th day of March 2026.



Mike Hogan Plumbing and Heating Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Ontario
 Division No. 11 - Kingston
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
 Mike Hogan Plumbing and Heating Inc.
 of the City of Kingston, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
263 Currell Developments Inc.	Suite 205 9 Gurdwara Rd Ottawa ON K2E 7X6		1,832.14
Bank of Nova Scotia	4715 Tahoe Blvd. Mississauga ON L4W 0B4	Vehicle Loans	40,000.00
Bank of Nova Scotia	10 Wright Blvd. Stratford ON N5A 7X9	Vehicle Loans	125,000.00
Bank of Nova Scotia, The	c/o Bankruptcy Highway.com P.O. Box 57100 Toronto ON M8Y 3Y2	Visa	45,567.00
Bardon Supplies	PO Box 1023 405 College St. E Belleville ON K8N 4Z6		1,030,028.93
Canada Revenue Agency	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd. Shawinigan QC G9P 5H9	HST	1,746,617.55
Canada Revenue Agency	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd. Shawinigan QC G9P 5H9	Source Deductions	3,365,024.08
D&D Auto	1671 Bath Rd Kingston ON K7M 4X2		8,664.50
Eleven Environmental	P.O. Box 285 Keene ON K0L 2G0		21,634.98
EMCO	Unit 1 1000 Last Mile Dr Ottawa ON K1G 6Y1		2,029.83
Emmons Welding	600 Justus Dr Kingston ON K7M 4H4		1,619.11
Enerzone HVAC Inc.	1555 Max Brose Drive London ON N6N 1G2		1,056.55

District of: Ontario
 Division No. 11 - Kingston
 Court No.
 Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
 Mike Hogan Plumbing and Heating Inc.
 of the City of Kingston, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
EXCLUSIVE COOLING LTD.	597 Justus Drive Kingston ON K7M 4H5		26,069.86
Hamilton Smith Limited	P.O Box 713 Belleville ON K8N 5B3		74,795.55
Hilti (Canada) Corporation	2201 Bristol Circle, Suite 700 Oakville ON L6H 0J8		4,230.72
HTS Engineering Ltd	115 Norfinch Dr North York ON M3N 1W8		16,357.88
KLIMATROL ENVIRONMENTAL SYSTEMS LTD.	Unit 14 & 15 12 Bram Court Brampton ON L6W 3R6		38,886.16
KPMG	Suite 400 863 Princess Street Kingston ON K7L 5N4		9,548.50
National Concrete	2464 Sands Rd Battersea ON K0H 1H0		18,303.18
Noble Trade	Building A 7171 Jane St Concord ON L4K 1A7		739,484.82
O'Dell HVAC Group	Unit 39 & 40 5100 South Service Rd. Burlington ON L7L 6A5		661,234.52
Redmond Hearth	5190 Timberlea Blvd. Mississauga ON L4W 2S5		2,486.96
Sunbelt Rentals	2489 Sheffield Rd Ottawa ON K1B 3V6		8,265.85
Toyota Credit Canada Inc.	80 Micro Court Markham ON L3R 9Z5		60,000.00
U.A. Local 71	1250 Ages Drive Ottawa ON K1G 5T4		6,849.31

District of: Ontario
Division No. 11 - Kingston
Court No.
Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Mike Hogan Plumbing and Heating Inc.
of the City of Kingston, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
UA Local 401	#3 26 Caristrap Street Bowmanville ON L1C 3Y7		214,741.86
United Rentals	710 Development Dr Kingston ON K7M 4W7		2,287.81
White Cap Supply Canada	100 Galcat Drive Vaughan ON L4L 0B9		5,654.68
Winter Heating and Cooling	4539 Wild Life Lane Battersea ON K0H 1H0		5,058.05
Total			8,283,330.38



Mike Hogan Plumbing and Heating Inc.
Insolvent Person

Court No. 33-3353399

File No. 33-3353399

In the Matter of the Notice of Intention to Make a
Proposal of
Mike Hogan Plumbing and Heating Inc.
of the City of Kingston, in the Province of Ontario

Form 33
Notice of intention to make a proposal

Trustee: Robert G. Link
License: 3100
Email: rlink@linkassociates.ca

Link & Associates Inc. - Licensed Insolvency Trustee
Per:

Robert G. Link - Licensed Insolvency Trustee
7050 Weston Road, Suite #228
Woodbridge ON L4L 8G7
Phone: (416) 737-6655 Fax: (416) 862-2136


APPENDIX C

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO

District of: Ontario
Division No. 11- Kingston
Court No. 33-3353399
Estate No. 33-3353399

MIKE HOGAN PLUMBING AND HEATING INC.
10 Week Cashflow Forecast

	PERIOD									
	1 Mar 31 - April 3	2 April 4 - 10	3 April 11 - 17	4 April 18 - 24	5 April 25 - May 1	6 May 2 - 8	7 May 9 - 15	8 May 16 - 22	9 May 23 - 29	10 May 30 - June 5
Opening Cash	\$ 289,126.21	\$ 330,957.20	\$ 307,409.04	\$ 1,288,149.25	\$ 1,375,412.85	\$ 2,482,216.15	\$ 2,264,001.67	\$ 2,010,884.81	\$ 839,048.83	\$ 665,697.21
Receipts										
(Note 1)										
Appledene Project	-	-	-	-	8,762.31	-	-	-	-	300,352.44
Innes Project	-	-	-	-	49,755.20	-	-	-	-	26,308.78
Stirling Manor Project	115,782.91	61,120.11	-	-	188,250.94	-	-	-	-	40,985.00
Currell Project	-	-	-	-	21,033.59	-	-	-	-	-
Patry Group Projects	-	-	434,395.69	325,965.18	274,112.46	-	-	-	-	580,117.74
Construction and Small Projects	-	56,931.55	-	-	660,414.31	-	-	-	-	179,623.73
Service	14,985.48	32,448.43	3,260.05	-	80,509.80	-	-	-	-	48,862.88
Patry Group Service	-	-	192,073.45	-	-	-	-	-	-	78,323.27
Appledene Holdbacks	-	-	-	-	-	-	-	-	-	-
Innes Holdbacks	-	-	-	-	-	-	-	-	-	-
Stirling Manor Holdbacks	-	-	-	-	-	-	-	-	-	-
Currell Holdbacks	-	-	-	-	-	-	-	-	-	11,151.07
Patry Group Holdbacks	-	-	548,546.97	-	-	-	-	-	-	-
Other/Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Receipts	\$ 130,768.39	\$ 150,900.09	\$ 1,178,276.16	\$ 325,965.18	\$ 1,282,838.61	\$ -	\$ -	\$ -	\$ -	\$ 1,265,724.91
Disbursements										
Proposed Pre-Filing Pmt - Unions estimate (Note 2a)	-	-	-	-	-	-	-	311,000.00	-	-
Proposed Pre-Filing Pmt - Liens/Critical estimate (Note 2b)	-	-	-	-	-	-	-	650,000.00	-	650,000.00
Payroll (net)	59,559.20	55,910.92	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
CRA - Deductions At Source (Note 3a)	-	70,059.37	-	60,000.00	-	60,000.00	-	60,000.00	-	60,000.00
CRA - HST Remittances (Note 3b)	-	-	-	-	500.00	-	-	-	-	100,000.00
Union (UA71 Ottawa) Contributions	-	-	-	-	-	-	-	-	-	-
Union (UA401 Kingston) Contributions	-	-	3,500.00	-	-	-	71,581.00	-	-	-
Materials and Supplies (COD)	3,380.54	27,844.85	110,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00
Vehicle/Building Maintenance	-	-	-	365.60	-	-	-	-	365.60	-
WSIB	-	-	-	-	-	-	-	-	-	5,500.00
Employer Health Tax	-	-	-	-	-	-	-	-	7,500.00	-
Travel/Fuel	-	-	-	-	8,000.00	-	-	-	-	8,000.00
Phone/Internet	-	-	175.09	-	736.46	-	175.00	-	-	736.46
Rent	-	-	6,800.00	-	-	-	6,800.00	-	-	-
BDC loan (via guarantee/GSA) (Note 4)	-	-	-	-	3,096.54	-	-	-	3,100.00	-
Utilities (Water/Sewer & Hydro)	-	963.58	-	-	-	760.00	-	-	-	760.00
Utilities Enbridge Gas	-	-	-	-	444.04	-	-	-	-	-
Commercial Insurance	(19.98)	-	2,137.86	-	-	-	2,137.86	-	-	-
Vehicle Insurance	-	2,400.00	-	-	2,400.00	-	-	-	2,400.00	-
Bank Charges	157.38	-	-	-	156.00	-	-	-	-	156.00
Vehicle Loan Payments - Secured	682.28	2,721.76	1,918.00	685.98	1,099.56	2,304.48	1,918.00	685.98	1,099.56	1,732.56
Office, General and Other Expenses	167.98	361.77	505.00	150.00	199.25	150.00	505.00	150.00	150.00	199.25
Proposal Trustee - Retainer	10,000.00	-	-	-	-	-	-	-	-	-
Proposal Trustee Fees	-	13,786.00	12,500.00	7,500.00	7,500.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Legal Fees - Proposal Trustee	-	-	-	-	10,000.00	-	-	-	-	15,000.00
Legal Fees - Company - Retainer	15,000.00	-	-	-	-	-	-	-	-	-
Legal Fees - Company	-	-	-	25,000.00	-	-	20,000.00	-	-	20,000.00
Total Disbursements	\$ 88,937.40	\$ 174,048.25	\$ 197,535.95	\$ 238,701.58	\$ 176,035.31	\$ 218,214.48	\$ 253,116.86	\$ 1,171,835.98	\$ 173,351.62	\$ 1,003,347.81
Opening Cash	289,126	330,957	307,409	1,288,149	1,375,413	2,482,216	2,264,002	2,010,885	839,049	665,697
Change	41,831	(23,548)	980,740	87,264	1,106,803	(218,214)	(253,117)	(1,171,836)	(173,352)	262,377
Ending Cash	\$ 330,957	\$ 307,409	\$ 1,288,149	\$ 1,375,413	\$ 2,482,216	\$ 2,264,002	\$ 2,010,885	\$ 839,049	\$ 665,697	\$ 928,074


MIKE HOGAN PLUMBING AND HEATING INC.
Per: Mike Hogan, President
April 9, 2026


LINK & ASSOCIATES INC.
Proposal Trustee
April 9, 2026

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO

District of: Ontario
Division No. 11- Kingston
Court No. 33-3353399
Estate No. 33-3353399

MIKE HOGAN PLUMBING AND HEATING INC.
10 Week Cashflow Forecast

	PERIOD									
	1 Mar 31 - April 3	2 April 4 - 10	3 April 11 - 17	4 April 18 - 24	5 April 25 - May 1	6 May 2 - 8	7 May 9 - 15	8 May 16 - 22	9 May 23 - 29	10 May 30 - June 5
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Receipts	(Note 1)									
Appledene Project	-	-	-	-	8,762.31	-	-	-	-	300,352.44
Innes Project	-	-	-	-	49,755.20	-	-	-	-	26,308.78
Stirling Manor Project	115,782.91	61,120.11	-	-	188,250.94	-	-	-	-	40,985.00
Currell Project	-	-	-	-	21,033.59	-	-	-	-	-
Patry Group Projects	-	-	434,395.69	325,965.18	274,112.46	-	-	-	-	580,117.74
Construction and Small Projects	-	56,931.55	-	-	660,414.31	-	-	-	-	179,623.73
Service	14,985.48	32,448.43	3,260.05	-	80,509.80	-	-	-	-	48,862.88
Patry Group Service	-	-	192,073.45	-	-	-	-	-	-	78,323.27
Appledene Holdbacks	-	-	-	-	-	-	-	-	-	-
Innes Holdbacks	-	-	-	-	-	-	-	-	-	-
Stirling Manor Holdbacks	-	-	-	-	-	-	-	-	-	-
Currell Holdbacks	-	-	-	-	-	-	-	-	-	11,151.07
Patry Group Holdbacks	-	-	548,546.97	-	-	-	-	-	-	-
Other/Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Receipts	\$ 130,768.39	\$ 150,500.09	\$ 1,178,276.16	\$ 325,965.18	\$ 1,282,838.61	\$ -	\$ -	\$ -	\$ -	\$ 1,265,724.91
Disbursements										
Proposed Pre-Filing Pmt - Unions estimate (Note 2a)	-	-	-	-	-	-	-	311,000.00	-	-
Proposed Pre-Filing Pmt - Liens/Critical estimate (Note 2b)	-	-	-	-	-	-	-	650,000.00	-	650,000.00
Payroll (net)	59,559.20	55,910.92	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
CRA - Deductions At Source (Note 3a)	-	70,059.37	-	60,000.00	-	60,000.00	-	60,000.00	-	60,000.00
CRA - HST Remittances (Note 3b)	-	-	-	-	500.00	-	-	-	-	100,000.00
Union (UA71 Ottawa) Contributions	-	-	-	-	-	-	-	-	-	-
Union (UA401 Kingston) Contributions	-	-	3,500.00	-	-	-	71,581.00	-	-	-
Materials and Supplies (COD)	3,390.54	27,844.85	110,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00
Vehicle/Building Maintenance	-	-	-	365.60	-	-	-	-	365.60	-
WSIB	-	-	-	-	-	-	-	-	-	5,500.00
Employer Health Tax	-	-	-	-	-	-	-	-	7,500.00	-
Travel/Fuel	-	-	-	-	8,000.00	-	-	-	8,000.00	-
Phone/Internet	-	-	175.09	-	736.46	-	175.00	-	736.46	-
Rent	-	-	6,800.00	-	-	-	6,800.00	-	-	-
BDC loan (via guarantee/GSA) (Note 4)	-	-	-	-	3,096.54	-	-	-	3,100.00	-
Utilities (Water/Sewer & Hydro)	-	963.58	-	-	-	760.00	-	-	-	760.00
Utilities Enbridge Gas	-	-	-	-	444.04	-	-	-	-	-
Commercial Insurance	(19.98)	-	2,137.86	-	-	-	2,137.86	-	-	-
Vehicle Insurance	-	2,400.00	-	-	2,400.00	-	-	-	2,400.00	-
Bank Charges	157.38	-	-	-	156.00	-	-	-	-	156.00
Vehicle Loan Payments - Secured	682.28	2,721.76	1,918.00	685.98	1,099.56	2,304.48	1,918.00	685.98	1,099.56	1,732.56
Office, General and Other Expenses	167.98	361.77	505.00	150.00	199.25	150.00	505.00	150.00	150.00	199.25
Proposal Trustee - Retainer	10,000.00	-	-	-	-	-	-	-	-	-
Proposal Trustee Fees	-	13,786.00	12,500.00	7,500.00	7,500.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Legal Fees - Proposal Trustee	-	-	-	-	10,000.00	-	-	-	-	15,000.00
Legal Fees - Company - Retainer	15,000.00	-	-	-	-	-	-	-	-	-
Legal Fees - Company	-	-	-	25,000.00	-	-	20,000.00	-	-	20,000.00
Total Disbursements	\$ 88,937.40	\$ 174,048.25	\$ 197,535.95	\$ 238,701.58	\$ 176,035.31	\$ 218,214.48	\$ 253,116.86	\$ 1,171,835.98	\$ 173,351.62	\$ 1,003,347.81
Opening Cash	289,126	330,957	307,409	1,288,149	1,375,413	2,482,216	2,264,002	2,010,885	839,049	665,697
Change	41,831	(23,548)	980,740	87,264	1,106,803	(218,214)	(253,117)	(1,171,836)	(173,352)	262,377
Ending Cash	\$ 330,957	\$ 307,409	\$ 1,288,149	\$ 1,375,413	\$ 2,482,216	\$ 2,264,002	\$ 2,010,885	\$ 839,049	\$ 665,697	\$ 928,074

signed copy attached

signed copy attached

MIKE HOGAN PLUMBING AND HEATING INC.
Per: Mike Hogan, President
April 9, 2026

LINK & ASSOCIATES INC.
Proposal Trustee
April 9, 2026

District of Ontario
Division No. 11 - Kingston
Court No.: 33-3353399
Estate No.:33-3353399

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO**

NOTES TO STATEMENT OF PROJECTED CASH FLOW

The Debtor filed a Notice of Intention to Make a Proposal (the “**NOI**”) on March 30, 2026 (the “**NOI Date**”).

The purpose of this Statement of Projected Cash Flow (the “**Cash Flow**”) is to provide the creditors with sufficient information to make an informed decision about the proposal to be made and to fully disclose to the Trustee and Official Receiver the state of our financial affairs. This Cash Flow covers the ten (10) week period of March 31 to June 5, 2026 (the “**Cash Flow Period**”).

This Cash Flow has been prepared pursuant to the requirements of Sections 50.4(2)(a) and 50(6)(a) of the Bankruptcy and Insolvency Act (“**BIA**”) and for no other purpose. Use of this information for any other purpose may not be appropriate.

ASSUMPTIONS

This Cash Flow assumes that:

- A. The current economic climate remains essentially the same during the Cash Flow Period.
- B. Overdue receivables are assumed to be collected and brought current in the near future, except as may be set out in these Notes.
- C. Current receivables are assumed to be collected in the normal course, and all future revenues to be billed during Cash Flow Period are collected in full in the normal course, except as may be set out in these Notes.
- D. The Company will continue to operate in the normal course and fulfill existing contracts except as may be set out in these Notes.
- E. No liens or other similar actions will be taken by suppliers, project owners or any other parties that could otherwise impair the collection of receivables or completion of projects.
- F. COD terms are expected for materials and supplies purchases during the Cash Flow Period.
- G. Revenue and operating expenses are based on recent historical averages.
- H. The claims of unsecured creditors will be dealt with in the Proposal to be filed on or before April 29, 2026, subject to any extensions which may be sought by the Company and granted by the Court. It is anticipated that at least one 45-day extension will be required.

- I. During the Cash Flow Period, the Company intends to seek Court approval, on notice to all affected parties, to do the following:
 - i) allocate surplus cash from incoming overdue receivables collections to first make payments for priority Pre-Filing debts owed for Union contributions and any unpaid suppliers possessing confirmed lien rights under the Construction Act (in lieu of actually having to file liens), and to implement a process for vetting and verifying same, by way of an order similar to a Lien Regularization Order; and
 - ii) consider whether any other party may be deemed a critical supplier; and
 - iii) to set aside funds not subject to lien rights, and as available as cash flow reasonably allows, on account of CRA's deemed trust claim for source deductions for subsequent payment within six (6) months of Court approval of the Proposal to be filed (or a period longer than 6 months and/or compromised amount with CRA approval).

The following numbered Notes correspond to the numbering on the attached Cash Flow:

NOTES

1. Accounts Receivable

The Company's accounts receivable (A/R) as at the date of this Cash Flow are \$5.25 million, comprised primarily of billings on both large multi-unit residential jobs, smaller construction projects, and service work. Of the total A/R, approximately \$3.1 million is 91 days and over. The Company estimates approximately \$500,000 of the over 91-day receivables are likely uncollectible, leaving approximately \$4.75 million of what it believes are collectible accounts receivable. The Company needs to improve its collection efforts.

The Cash Flow shows collections primarily occurring in weeks 3, 5 and 10, but it is likely that some of the projected collections in those weeks will be received throughout the Cash Flow Period. The month-end presentation for weeks 5 and 10 flows from the billing cycle, whereas week 3 projected collections reflect the efforts made by the Company to collect the more overdue accounts.

Holdback

Approximately \$912,000 of the over 91-day receivables is holdback owed on completed jobs and jobs in progress. In particular, the Company is owed \$548,546 for holdback on a project known as 2274 Princess Street, Kingston. The date of substantial performance on the project was October 10, 2024. The Company is following up with the project owner for payment of this long overdue holdback which will be an essential source of immediate cash.

There will also be additional holdbacks of approximately \$350,000 to invoice shortly on two projects which are essentially completed, and for which invoices from suppliers are on the payables list, but the corresponding holdback receivables have not been booked yet.

Lawsuit

On April 2, 2026, just after the NOI Date, the Company was served with a lawsuit dated March 16, 2026 filed by Kanata Woods Inc. ("**KWI**") for \$5,052,370 against it and seven (7) other

defendants. The lawsuit relates to alleged deficiencies of heat pumps installed at the Kanata Woods project. KWI is a project for which the Company is currently owed \$413,636. The impact of the lawsuit on payment has yet to be determined.

2. Proposed Pre-Filing Payments

Prior to filing its Proposal, and as noted above, the Company intends to seek Court approval to allow it to make payments on account of certain pre-filing debts for Union obligations and other critical suppliers which could otherwise constitute construction lien claims which, if enforced, could jeopardize the Company's ability to continue to work on and collect amounts owed on several projects.

The Company also recognizes the importance of the Crown's deemed trust for Source Deductions and wants to take proactive steps to set aside funds for that purpose.

The exact framework for the foregoing is in the process of being developed, with input from the Company's major stakeholders.

We caution the reader that the projected ending cash balance in Week 10, and the proposed pre-filing payments requires the key assumptions set out herein to be met, and of primary importance is collection of overdue accounts and Court approval. Results are subject to material change.

a) Unions - Local 401 (Kingston) and Local 71 (Ottawa)

The Company is unionized. Its employees are members of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 ("**UA Local 401**"). Some of its members have also worked on jobs in the Ottawa area, creating an obligation to UA Local 71.

The Company is in arrears of contributions for four months (December 1, 2025 to March 30, 2026) totaling approximately \$302,000 to UA Local 401 and approximately \$9,000 to UA Local 71 as at the NOI Date. The majority of the contributions are for pension and welfare fund.

The Union has issued a notice of intent to lien and has asserted priority over all other creditors. Payment of union contributions will be essential to ongoing operations.

The total amount owed to the two union locals is approximately \$311,000 and is shown in Week 8 of the Cash Flow, which contemplates a successful Court application to pay same.

b) Key Suppliers

The Company has three large suppliers who are collectively owed approximately \$2.3 million. Certain of these suppliers have indicated their intention to file liens to protect their rights as may be necessary, to the extent such lien rights are available to them.

Given the amounts owed, and the potential for liens to be filed against multiple jobs, this may significantly affect the ability of the Company to collect its accounts receivable and complete jobs in progress. Additional suppliers may also have lien rights, but these three comprise the overwhelming majority owed.

Payment of critical suppliers, particularly those with enforceable lien rights, will be essential to ongoing operations. The Cash Flow shows estimated payments of \$650,000 in each of Week

8 and Week 10. We strongly caution the reader that these amounts are estimates only, are subject to material change, and will depend on the key assumptions contained herein to be met (i.e. timely A/R collections, Court approval, review of claims for validity).

Furthermore, these estimates do not necessarily represent the total amount to be paid, as this is an initial 10-week Cash Flow, and further amounts may be payable in subsequent periods once additional holdbacks are billed and collected.

3. Canada Revenue Agency Debts

The Company is significantly in arrears with Canada Revenue Agency (CRA) for both HST and Source Deductions dating back to 2021/2022. CRA recently issued Requirements to Pay (RTP) to several of the Company's customers, and on March 30, 2026, the Company received a copy of an Enhanced Requirement to Pay (ERTP) that was sent to the Company's financial institution, prompting the Company to urgently file an NOI that day. The filing of the NOI had the effect of lifting all of the RTPs and the ERTTP.

a) Source Deductions

The Company owes approximately \$3.36 million of unpaid deductions at source, which amount includes penalties and interest of approximately \$960,000 for the tax years of 2022 – 2025. The Company has kept its 2026 remittances current and is required to file and remit its Source Deductions and keep them current during the NOI process, which is set out in the Cash Flow.

b) HST

The Company owes approximately \$1.7 million of HST from September 2021 to September 2024, and April to October 2025. which amount includes penalties and interest of approximately \$250,000. The Company is required to file and remit its HST during the NOI process, which is set out in the Cash Flow.

4. BDC Loan Payment

The Company is responsible for the payment of a BDC loan. BDC loan documents indicate the loan was made in April 2020 for \$200,000 with the purpose of the loan as "Working Capital – Liquidity for Growth". The balance remaining is \$33,333. The actual borrower of this loan is an affiliated holding company ("Holdco") which owns the building from which the Company operates, however the Company guarantees the loan and granted BDC a General Security Agreement to secure the guarantee. The monthly loan payment appears to have always been debited from the Company's account by BDC. It is unclear why the loan was not made to the Company directly by BDC (given its stated purpose for growth) and guaranteed by Holdco instead of the other way around.

District of Ontario
Division No. 11 - Kingston
Court No.: 33-3353399
Estate No.:33-3353399

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO**

**REPORT ON CASHFLOW STATEMENT BY THE PERSON MAKING THE
PROPOSAL
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)**

Management of MIKE HOGAN PLUMBING AND HEATING INC. ("MHPH") or the "Company") has developed the assumptions and prepared the attached Statement of Projected Cash Flow as of the 9th day of April, 2026 covering the period of March 31 to June 5, 2026.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the Notes to Statement of Projected Cash Flow (the "Notes"), and the probable assumptions are suitably supported and consistent with the plans of MHPH and provide a reasonable basis for the projection. All such assumptions are disclosed in the Notes.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the Notes using a set of probable and hypothetical assumptions set out in the Notes. Consequently, readers are cautioned that it may not be appropriate for other purposes.

DATED AT Kingston, Ontario this 9th day of April, 2026.

**MIKE HOGAN PLUMBING AND
HEATING INC.**

Per: _____

Michael Hogan, President

District of Ontario
Division No. 11 - Kingston
Court No.: 33-3353399
Estate No.:33-3353399

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO**

**TRUSTEE'S REPORT ON CASHFLOW STATEMENT
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)**

The attached statement of Projected Cash Flow of Mike Hogan Plumbing and Heating Inc. ("MHPH" or the "Company") as of the 9th day of April, 2026, covering the period of March 31, to June 5, 2026, has been prepared by the insolvent person for the purpose described in the Notes to Statement of Projected Cash Flow ("Notes"), using the probable and hypothetical assumptions set out in the Notes.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by the management of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- (a) The hypothetical assumptions are not consistent with the purpose of the projection;
- (b) As at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions;
or
- (c) The projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved. The projection has been prepared solely for the purpose described in the Notes and readers are cautioned that it may not be appropriate for other purposes.

DATED AT the Town of Georgina, Province of Ontario, this 9th day of April, 2026.

LINK & ASSOCIATES INC.
Proposal Trustee for Mike Hogan
Plumbing and Heating Inc.

Per: _____
Robert G. Link, CIRP, LIT

APPENDIX D

APPENDIX E

Project Owner/Name	A/R Collected Post-NOI with Future Billings and Extras (net						Notes
	Receivable Due	known unpaid supplier	of est. material costs)	Holdback	Payables	Net Surplus/(Deficit)	
DBM (Stirling)	188,250.94	176,903.02	200,000.00	216,179.00	(772,539.08)	8,793.88	Substantial Performance
HYDE (125 Appledene)**	8,762.31	230,740.93	TBD	287,195.00	(430,174.14)	96,524.10	Remaining contract approx. \$1.04M
LANDRIC (3040 Innes)	69,922.32	-	-	156,717.97	(189,026.60)	37,613.69	Billed 100%
PATRY 1300 Bath	168,487.15	-	TBD	22,853.97	(59,316.68)	132,024.44	In progress
PATRY 300 Bayfield	765,403.67	-	TBD	294,872.51	(140,737.43)	919,538.75	In progress
PATRY KANATA	413,636.91	-	TBD	-	(25,162.18)	388,474.73	In progress
PATRY 800 Princess	80,488.54	-	TBD	16,333.01	(54,083.76)	42,737.79	In progress
PATRY 2312/2314 Princess	636,981.55	-	TBD	137,524.11	(304,848.51)	469,657.15	In progress
	<u>\$ 2,331,933.39</u>	<u>\$ 407,643.95</u>		<u>\$ 1,131,675.57</u>	<u>\$(1,975,888.38)</u>	<u>\$ 1,895,364.53</u>	

**Collected prior to NOI Date but was duplicate, should have been paid post-NOI

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF MIKE HOGAN PLUMBING AND HEATING INC.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO**

Estate File No.: 33-3353399
Court File No.: BK-26-03353399-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kingston

**FIRST REPORT OF LINK & ASSOCIATES INC.
IN ITS CAPACITY AS PROPOSAL TRUSTEE**

KELLY SANTINI LLP
160 Elgin Street, Suite 2401
Ottawa, Ontario
K2P 2P7

Tel: (613) 238-6321
Fax: (613) 233-4553

JASON DUTRIZAC
LSO No.: 50004T
E: jdutrizac@kellysantini.com

Lawyers for Link & Associates Inc.
in its capacity as Proposal Trustee

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c.
B-3, AS AMENDED AND IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF MIKE HOGAN PLUMBING AND HEATING INC., A
CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO**

**AFFIDAVIT OF MIKE HOGAN
(Sworn April 23, 2026)**

I, Michael Hogan, of the Town of Gananoque, in the in the United Counties of Leeds and Grenville, MAKE OATH AND SAY:

1. I am a shareholder and the sole director of Mike Hogan Plumbing and Heating Inc. (the "**Company**"). As such, I have personal knowledge of the Company and the matters deposed in this affidavit. Where I do not possess personal knowledge, I have stated the source of my information and in all such cases, believe it to be true.

2. The Company does not intend to waive any applicable privilege by any statement herein. I swear this affidavit in support of a motion by the Company for the following relief pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"):

- a. extending the time for the Company to file a proposal under the BIA, and extending the corresponding stay of proceedings (the "**Stay Extension**") to and including June 15, 2026;
- b. granting a super-priority charge in the aggregate amount of \$100,000 on the current and future assets, undertakings and properties of the Company of every nature and kind whatsoever (including all real and personal property), and wherever situate, including all proceeds thereof (collectively, the "**Property**") in favour of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company (the "**Administration Charge**");

- c. approving the First Report to the Court of the Proposal Trustee, to be filed (the "**First Report**") and approving the Proposal Trustee's activities set out therein;
- d. authorizing the implementation of a court-supervised process for the identification, vetting, and payment of pre-filing lien claims under the Construction Act, R.S.O. 1990, c. C.30, by way of an order (the "**Lien Regularization Order**");
- e. authorizing the Company to make payments to its suppliers and to the Union of pre-filing liabilities for which the Company has collected or is collecting the corresponding receivable post-filing, in accordance with the Company's holdback obligations under the *Construction Act*; and
- f. such further and other relief as this Honourable Court deems just.

BACKGROUND

3. My father, Dan Hogan, established Plumbing by Hogan in 1975, and incorporated the business in 1978. My father was a highly respected union plumber in Kingston and, in addition to running Plumbing by Hogan, worked part-time as the plumbing instructor for St. Lawrence College from 1981 to 2011. Plumbing by Hogan was a non-union shop and primarily performed residential and light commercial installations in the greater Kingston area.

4. Throughout primary and secondary school I worked at Plumbing by Hogan during summers and weekends. Upon graduating high school in 1987 I immediately commenced full-time employment with Plumbing by Hogan. I earned my Certificate of Qualification (plumbing license) and gas fitter's license in 1991 and continued to work for the family business until my parents' retirement in 2008.

5. I incorporated my own (then non-union) company, Mike Hogan Plumbing and Heating (the "**Company**"). I am, and always have been, the sole director of the Company. My wife, Carrie Hogan, is an officer of the Company.

6. Initially the Company did not have any employees and performed mainly residential and light commercial installations. Over time the Company grew and I began hiring plumbing staff

after securing relationships with developers in the Kingston area. The Company opened an HVAC division in 2013, which I viewed as a growth opportunity for the business.

7. The expansion into the HVAC business required a larger space. We rented space until I had acquired enough capital to purchase a space. In 2017 I caused the incorporation of MC Hogan Holdings Inc. (“**Holdco**”) to purchase a shop at 648 McKay St. in Kingston to house the business. Holdco acquired the space. The Company rents space from Holdco. Holdco also rents space to a second tenant (an unrelated business named Cabinet Pro). My son Matthew joined the business full-time in 2020, and my daughter Kaitlyn joined full-time in 2021.

8. The business continued to grow and to attract necessary skilled labour I joined the local plumbers union, the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 (the “**Union**”). I continued to struggle with attracting residentially experienced workers required by the Company. I was asked to join the board of directors of the Kingston chapter of the Mechanical Contractors Association (“**MCA**”).

9. The business continued to grow and we began working on larger scale projects with Kingston based developers.

FINANCIAL POSITION AND NOI PROCEEDINGS

10. The Company is an active plumbing and HVAC contractor based in Kingston, Ontario, with annual revenues of approximately \$12.9 million and 45 employees. 42 employees are represented by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 (“**UA Local 401**”) and the Company also has 3 non-unionized employees. The Company is actively engaged on multiple ongoing construction projects in the Kingston and Ottawa areas.

11. The COVID-19 pandemic exerted significant downward pressure on the profitability of the Company. We had a lot of work during COVID-19, mainly residential contract work. Our primary projects included a low-rise condo in Gananoque, a low rise residential building in Kingston, and a large housing development. Material costs rose considerably, but we still had to meet critical deadlines/closings. Supply chain issues forced us to source alternate materials which came at a higher price point than the originally quoted materials. For example, the housing development

used boilers as a heating source. At the time of quoting I allowed for a certain brand of boilers (Navien). Navien boilers became unavailable requiring us to purchase a much more expensive alternative (NTI boilers). Additionally, the price of basic everyday materials increased significantly during this period.

12. With the assistance of government subsidies, the Company weathered COVID-19 without incurring significant losses, but by late 2021 the Company began losing money and in late 2021 experienced the first instance of having insufficient funds to remit source deductions to the Canada Revenue Agency.

13. During this period the Company expanded its operations and became involved in large-scale construction projects. The Company became heavily reliant on a single customer, a large developer based in Kingston. The majority of the Company's work, and collectible accounts receivable, are with projects owned or controlled directly or indirectly by this one developer.

14. As part of my duties with the MCA I am involved in union negotiations and in May 2022 I negotiated a higher wage for residential workers. This led to a larger pool of workers available to the Company, but also an increased overhead in wages. The quality of our work increased, but the Company's profitability further decreased. The Company experienced significant losses in each of the 2022, 2023 and 2024. The Company's financials for these years are attached as **Exhibits "A", "B" and "C"**.

15. In addition to these issues, the Company struggled with cash flow owing to increased delays in payment by its customers, particularly large-scale development projects. The Company's accounts receivable over 90 days is \$3.1 million. Of this sum, \$912,000 is holdback owed on various jobs.

16. In 2025, the Company's operations began to return to profitability. A copy of the Company's 2025 financials is attached as **Exhibit "D"**. The Company has a large, loyal customer base and we have a strong pipeline of future work.

17. However, during the difficult COVID and early post-COVID years the Company amassed \$2.42 million in unpaid deductions at source, plus penalties and interest on this sum of nearly \$1 million. The Company has kept its payroll and remittances current in 2026 and made additional

payments of \$462,200 on account of source. Unfortunately these payments were applied to the oldest tax year first, including interest and penalties, and accordingly did little to reduce the principal amount owing to CRA. The Company needs to find a sustainable way to pay what it owes to CRA. The Company also owes approximately \$1.75 million of HST , inclusive of interest and penalties.

18. The CRA commenced enforcement proceedings against the Company. The CRA served an Enhanced Requirement to Pay served on the Company's financial institution on March 30, 2026.

19. The Company filed a Notice of Intention to Make a Proposal (the "NOI") on March 30, 2026 pursuant to section 50.4(1) of the BIA. Link & Associates Inc. consented to act as Proposal Trustee. It is my understanding from discussions with the Proposal Trustee that the initial 30-day period within which to file a Proposal expires on April 29, 2026.

20. The primary reason for the NOI filing was to obtain a stay of proceedings against the enforcement action by CRA. The filing of the NOI resulted in the withdrawal of all Requirements to Pay and the Enhanced Requirement to Pay.

21. In addition to the amounts owing to the CRA, the Company's most significant creditors are suppliers Bardon Supplies (approximately \$1 million), Noble Trade (approximately \$740,000), O'Dell HVAC Group (approximately \$660,000), and the Union (approximately \$300,000). With the exception of O'Dell, these creditors have asserted that they are in a position to lien various projects that the Company is working on. The Union has issued three notices of intent to lien, copies of which are attached as **Exhibits "E", "F" and "G"**, and I understand from my customer Jay Patry and verily believe that he has received notices of intent to lien on other projects.

22. I was also informed today by representatives of Landrich Construction, the builder with whom the Company contracted on one of its large projects, the Wildwood Apartments at 3040 Innes Rd. in Ottawa, that Noble has placed a lien on that project for \$74,000. Landrich advised me that it received this notice from its bank and that it needed to deal with the lien today, and further that Landrich would not be releasing funds scheduled to be paid to the Company today as a result of the lien, until such time as the lien was resolved.

23. Bardon and Noble are critical suppliers upon whom the Company relies extensively for materials. These suppliers would be virtually impossible to replace during the proposal period.

24. If all of these creditors lien, cash flow from the projects will slow to a trickle and I believe it will render the already precarious cash flow situation of the Company irretrievable.

25. As of filing the NOI, the Company had approximately \$5.25 million in accounts receivable, of which I believe approximately \$4.75 million is collectible, provided that the Company continues to work on the projects currently underway. A significant portion of the Company's aged A/R is for holdback.

26. I believe that the projects the Company is working on can only continue without disruption if its unpaid suppliers receive payments at least to the extent of their lien entitlements, and collected holdback amounts, without delay. If these projects are disrupted, I believe that the Company's ability to collect its remaining A/R will be compromised.

27. The Company is working with the Proposal Trustee to determine the amount suppliers are owed on a per project basis to present a complete picture of lien and trust rights to the funds in the Company's possession and A/R to be collected.

28. The Company has cooperated fully with the Proposal Trustee since the NOI Date and has kept its post-filing CRA remittances and operational obligations current.

STAY EXTENSION

29. The Company requests a 45-day extension of time to make a Proposal to its creditors, to June 15, 2026 (the "**Extended Period**").

30. The Company requires the Extended Period to allow it to engage with key stakeholders, including the Union and its key suppliers, to advance discussions with CRA regarding the treatment of Source Deductions in any Proposal, and to develop and present the terms of a Proposal to its creditors. The Company is acting in good faith and with due diligence.

31. Last week the Company collected a significant account receivable in the amount of \$548,546 for holdback on a project known as 2274 Princess Street, Kingston, which had been in

arrears for over a year and a half. These funds will greatly assist the Company in meeting its cash flow needs during the Proposal Proceedings. Inclusive of this amount, the Company has collected nearly \$1 million of old A/R since filing the NOI, and currently has available cash of \$997,000. We expect to collect another \$1 million within the next two weeks.

32. Accordingly, I believe that the requested extension will not materially prejudice any creditor. I am unaware of any creditor objecting to this relief.

ADMINISTRATION CHARGE

33. The Company seeks the Administration Charge to secure the fees and disbursements of the Proposal Trustee, along with its counsel, and the Company's counsel, incurred in connection with the Proposal Proceedings, up to a maximum of \$100,000. The Administration Charge is proposed to have first-ranking super-priority over all other charges and encumbrances, including all other charges sought in the Company's motion.

34. The Company requires the expertise, knowledge and continued participation of the proposed beneficiaries of the Administration Charge during the Proposal Proceedings. Each of the beneficiaries of the Administration Charge will have distinct roles in the Proposal Proceedings.

35. The quantum of the proposed Administration Charge was estimated by the Company with the assistance of the Proposal Trustee. I believe that the Administration Charge is fair and reasonable under the circumstances. I understand that the Proposal Trustee supports the Administration Charge and am unaware of any party who opposes it.

LIEN REGULARIZATION ORDER

36. The Company is a subcontractor on multiple active construction projects. The Union is owed approximately \$302,000 in arrears and has issued notices of intent to lien. Three major material suppliers are collectively owed approximately \$2.3 million and have indicated their intention to file construction liens. As noted above, I believe that registration of liens against multiple projects would jeopardize the Company's ability to collect its accounts receivable and complete its projects. It is my understanding that the Lien Regularization Order is designed to replace individual lien registrations with a court-supervised process that protects the substantive

rights of lien claimants while preserving the Company's ability to continue operations. The Company wishes to preserve its ability to carry on with its ongoing projects and make a Proposal to its creditors, without compromising lien rights that its stakeholders might possess, and with the ability to make payments to its creditors in accordance with their rights under the *Construction Act*.

CONCLUSION

37. I believe the proposed Orders are in the best interests of the Company and its stakeholders. Further, I believe that the proposed Orders are necessary at this time to ensure the Company's continued operation in the ordinary course of business and advance the purposes of the Proposal Proceedings, including the maximization of value for the benefit of the Company's stakeholders.

38. For the reasons expressed herein, I am of the view that the Company is acting in good faith and with due diligence in seeking an extension of time to file its Proposal, the Court-order charge contemplated under the proposed Order, and the framework for payment of liens set out in the Lien Regularization Order.

39. I make this affidavit in support of the Company's motion for the proposed Orders and for no other purpose.

SWORN by Michael Hogan in the City of Kingston, in Ontario, before me at the City of Toronto, in the Province of Ontario, on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

PAVLE MASIC

MICHAEL HOGAN

This is Exhibit "A" referred to in the Affidavit of Michael Hogan sworn by Michael Hogan in the City of Kingston, in the Province of Ontario, before me on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, consisting of a stylized 'P' followed by 'M' and 'S'.

Commissioner for Taking Affidavits (or as may be)

PAVLE MASIC

MIKE HOGAN PLUMBING & HEATING INC.
FINANCIAL STATEMENTS
YEAR ENDED MARCH 31, 2022

Compilation Engagement Report

Balance Sheet

Statement of Income

Statement of Retained Earnings

Note to Financial Statements

COMPILATION ENGAGEMENT REPORT

To the Shareholders of Mike Hogan Plumbing & Heating Inc.

On the basis of information provided by management, we have compiled the balance sheet of Mike Hogan Plumbing & Heating Inc. as at March 31, 2022, the statements of income and retained earnings for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information.

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Chartered Professional Accountants
Licensed Public Accountants
Kingston, Ontario
January 23, 2023

MIKE HOGAN PLUMBING & HEATING INC.
(Incorporated under the laws of Ontario)

BALANCE SHEET AS AT MARCH 31, 2022

	<u>2022</u>	<u>2021</u>
Assets		
Current Assets		
Cash	\$ 39,233	\$ 53,675
Accounts receivable	1,716,228	1,272,180
Income taxes recoverable	32,590	-
Advances to related party	39,342	45,558
	<u>1,827,393</u>	<u>1,371,413</u>
Property and Equipment	780,906	594,617
Less accumulated depreciation	544,911	469,983
	<u>235,995</u>	<u>124,634</u>
	<u>\$ 2,063,388</u>	<u>\$ 1,496,047</u>
Liabilities		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 842,663	\$ 630,408
Government remittances payable	463,623	128,784
Income taxes payable	-	15,041
Advances from related parties	4,018	-
Advances from shareholders	171,898	1,624
Current portion of long-term debt	49,091	32,792
	<u>1,531,293</u>	<u>808,649</u>
Long-Term Debt	169,887	47,728
Government - CEBA loan	40,000	40,000
	<u>1,741,180</u>	<u>896,377</u>
Shareholders' Equity		
Share Capital		
Authorized		
Unlimited number of common shares		
Unlimited number of preference shares		
Issued		
100 Class A common shares	10	10
266,500 Class B preferred shares (266,500 in 2021)	44	44
266,500 Class C preferred shares (266,500 in 2021)	44	44
	<u>98</u>	<u>98</u>
Retained Earnings	<u>322,110</u>	<u>599,572</u>
	<u>322,208</u>	<u>599,670</u>
	<u>\$ 2,063,388</u>	<u>\$ 1,496,047</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.**STATEMENT OF INCOME****YEAR ENDED MARCH 31, 2022**

	<u>2022</u>	<u>2021</u>
Revenues		
Sales	\$ 4,180,849	\$ 3,146,956
Union stabilization subsidy	85,044	245,956
	<u>4,265,893</u>	<u>3,392,912</u>
Cost of sales		
Materials	1,901,806	1,707,886
Labour	2,173,638	1,494,358
Subcontractors	55,234	42,399
Vehicle	131,047	96,971
	<u>4,261,725</u>	<u>3,341,614</u>
Gross profit	<u>4,168</u>	<u>51,298</u>
Operating expenses		
Wages and benefits	100,190	61,402
Depreciation	74,928	64,076
Rent	72,212	73,274
Interest and bank charges	52,474	45,921
WSIB	42,233	25,296
Repairs and maintenance	19,987	13,834
Professional fees	19,573	18,737
Office	19,542	18,675
Insurance	13,418	11,397
Equipment rental	13,129	34,126
Utilities	11,968	8,978
Telephone	5,977	5,843
Meals and entertainment	3,461	1,457
Fees and licenses	2,762	4,482
Training	1,834	953
Travel	1,744	223
Advertising	835	7,528
Bad debts	560	207
Donations	500	870
Supplies	402	13,053
Delivery, freight and postage	-	238
	<u>457,729</u>	<u>410,570</u>
Income (loss) before the undernoted items	<u>(453,561)</u>	<u>(359,272)</u>
Apprenticeship tax credits	-	18,397
Gain on disposal of equipment	-	3,734
Government wage subsidy	143,488	595,250
Forgivable portion of CEBA loan	-	20,000
	<u>143,488</u>	<u>637,381</u>
Income (loss) before income taxes	(310,073)	278,109
Income taxes (recovery)	<u>(32,611)</u>	<u>33,971</u>
Net income (loss) for the year	<u>\$ (277,462)</u>	<u>\$ 244,138</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.
STATEMENT OF RETAINED EARNINGS
YEAR ENDED MARCH 31, 2022

	<u>2022</u>	<u>2021</u>
Balance at beginning of year	\$ 599,572	\$ 393,225
Net income (loss) for the year	(277,462)	244,138
Dividends paid	-	(6,797)
Premium on redemption of Class B preferred shares	-	(15,497)
Premium on redemption of Class C preferred shares	<u>-</u>	<u>(15,497)</u>
Balance at end of year	<u>\$ 322,110</u>	<u>\$ 599,572</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.

NOTE TO FINANCIAL INFORMATION

YEAR ENDED MARCH 31, 2022

1. Basis of Accounting

The basis of accounting applied in the preparation of the balance sheet of Mike Hogan Plumbing & Heating Inc. as at March 31, 2022 and the statement of income for the year then ended is on the historical cost basis, reflecting cash transactions with the addition of:

- accounts receivable less an allowance for doubtful accounts
- property and equipment amortized over their useful life
- accounts payable and accrued liabilities
- revenues on long-term contracts recognized on a percentage of completion basis
- current income taxes payable (recoverable) as at the reporting date

This is Exhibit "B" referred to in the Affidavit of Michael Hogan sworn by Michael Hogan in the City of Kingston, in the Province of Ontario, before me on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, consisting of two distinct parts that appear to be initials or a stylized name.

Commissioner for Taking Affidavits (or as may be)

PAVLE MASIC

MIKE HOGAN PLUMBING & HEATING INC.
FINANCIAL INFORMATION
YEAR ENDED MARCH 31, 2023

Compilation Engagement Report

Balance Sheet

Statement of Income

Statement of Retained Earnings (Deficit)

Note to Financial Information

COMPILATION ENGAGEMENT REPORT

To the Shareholders of Mike Hogan Plumbing & Heating Inc.

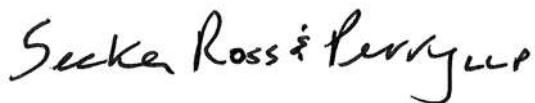
On the basis of information provided by management, we have compiled the balance sheet of Mike Hogan Plumbing & Heating Inc. as at March 31, 2023, the statements of income and retained earnings (deficit) for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information.

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.



Chartered Professional Accountants
Licensed Public Accountants
Kingston, Ontario
September 27, 2023

MIKE HOGAN PLUMBING & HEATING INC.
(Incorporated under the laws of Ontario)

BALANCE SHEET AS AT MARCH 31, 2023

	<u>2023</u>	<u>2022</u>
Assets		
Current Assets		
Cash	\$ 134,769	\$ 39,233
Accounts receivable	1,497,475	841,268
Unbilled receivables	610,119	874,960
Income taxes recoverable	-	32,590
	<u>2,242,363</u>	<u>1,788,051</u>
Advances to MC Hogan Holdings Inc.	<u>54,106</u>	<u>39,342</u>
Property and Equipment	787,932	780,906
Less accumulated depreciation	<u>558,949</u>	<u>544,911</u>
	<u>228,983</u>	<u>235,995</u>
	<u>\$ 2,525,452</u>	<u>\$ 2,063,388</u>
Liabilities		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 963,053	\$ 842,663
Government remittances payable	1,437,163	463,623
Advances from shareholders	169,423	171,898
Advances from related parties	4,018	4,018
Current portion of long-term debt	55,774	49,091
Government - CEBA Loan	<u>35,000</u>	<u>-</u>
	2,664,431	1,531,293
Long-Term Debt	184,434	169,887
Government - CEBA loan	<u>-</u>	<u>40,000</u>
	<u>2,848,865</u>	<u>1,741,180</u>
Shareholders' Equity (Deficiency)		
Share Capital		
Authorized		
Unlimited number of common shares		
Unlimited number of preference shares		
Issued		
100 Class A common shares	10	10
266,500 Class B preferred shares (266,500 in 2022)	44	44
266,500 Class C preferred shares (266,500 in 2022)	<u>44</u>	<u>44</u>
	98	98
Retained Earnings (Deficit)	<u>(323,511)</u>	<u>322,110</u>
	<u>(323,413)</u>	<u>322,208</u>
	<u>\$ 2,525,452</u>	<u>\$ 2,063,388</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.**STATEMENT OF INCOME****YEAR ENDED MARCH 31, 2023**

	<u>2023</u>	<u>2022</u>
Revenues		
Sales	\$ 3,785,497	\$ 4,180,849
Union stabilization subsidy	-	85,044
	<u>3,785,497</u>	<u>4,265,893</u>
Cost of sales		
Materials	1,633,716	1,901,806
Labour	1,967,817	2,173,638
Subcontractors	59,937	55,234
Vehicle	122,491	131,047
	<u>3,783,961</u>	<u>4,261,725</u>
Gross profit	<u>1,536</u>	<u>4,168</u>
Operating expenses		
Non-deductible interest and penalties	168,762	9,345
Wages and benefits	121,126	100,190
Depreciation	79,765	74,928
Rent	72,212	72,212
Bad debts	50,139	560
Equipment rental	34,986	13,129
Interest on long-term debt	24,470	17,706
Interest and bank charges	19,055	22,022
Office	18,828	19,943
WSIB	18,061	42,233
Utilities	16,286	11,968
Insurance	16,205	13,418
Professional fees	15,946	19,573
Fees and licenses	10,190	2,762
Training	8,894	1,834
Telephone	7,754	5,977
Repairs and maintenance	5,652	19,987
Meals and entertainment	4,506	3,461
Travel	393	1,744
Donations	-	500
Credit card interest	-	3,402
Advertising	-	835
	<u>693,230</u>	<u>457,729</u>
Loss before the undernoted items	<u>(691,694)</u>	<u>(453,561)</u>
Apprenticeship grants	12,000	-
Gain on disposal of equipment	32,895	-
Government wage subsidy	-	143,488
	<u>44,895</u>	<u>143,488</u>
Loss before income taxes	(646,799)	(310,073)
Income tax recovery	<u>(1,178)</u>	<u>(32,611)</u>
Net loss for the year	<u>\$ (645,621)</u>	<u>\$ (277,462)</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.
STATEMENT OF RETAINED EARNINGS (DEFICIT)
YEAR ENDED MARCH 31, 2023

	<u>2023</u>	<u>2022</u>
Retained earnings at beginning of year	\$ 322,110	\$ 599,572
Net loss for the year	<u>(645,621)</u>	<u>(277,462)</u>
Retained earnings (deficit) at end of year	<u><u>\$ (323,511)</u></u>	<u><u>\$ 322,110</u></u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.

NOTE TO FINANCIAL INFORMATION

YEAR ENDED MARCH 31, 2023

1. Basis of Accounting

The basis of accounting applied in the preparation of the balance sheet of Mike Hogan Plumbing & Heating Inc. (the "Company") as at March 31, 2023 and the statement of income for the year then ended is on the historical cost basis:

The financial information has been prepared in accordance with accounting principles that apply to a going concern. Under the going concern assumption, a company is viewed as being able to continue its operations in the foreseeable future and realize its assets and discharge its liabilities in the normal course of operations.

The Company's ability to continue as a going concern is dependent upon its ability to achieve improved job profitability to a level that will be sufficient to cover annual operating expenses and to begin to pay down the working capital deficit at March 31, 2023.

If the Company is unable to achieve the above, there is a possibility that the company may be unable to continue to realize on its assets and to discharge its liabilities in the normal course of operations.

If the going concern assumption was not appropriate for these financial statements, then adjustments might be necessary to the carrying value of the assets and liabilities.

The financial information reflects the following accounting policies in this context:

- accounts receivable less an allowance for doubtful accounts
- property and equipment amortized over their useful life
- accounts payable and accrued liabilities
- revenues on long-term contracts in process at year-end are recognized on a percentage of completion basis as contract activity is being performed, earned revenue to date is computed by multiplying total estimated contract revenue by the percentage of completion on the specific contract, when earned revenue exceed billings at year-end an asset called unbilled receivables is recognized on the balance sheet for the excess amount, when billings exceed earned revenue at year-end a liability called unearned revenue is recognized on the balance sheet for the excess amount
- current income taxes payable (recoverable) as at the reporting date

This is Exhibit "C" referred to in the Affidavit of Michael Hogan sworn by Michael Hogan in the City of Kingston, in the Province of Ontario, before me on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, consisting of two distinct parts that appear to be initials or a stylized name.

Commissioner for Taking Affidavits (or as may be)

PAVLE MASIC

DRAFT Financial Information of

**MIKE HOGAN PLUMBING &
HEATING INC.**

And Compilation Engagement Report thereon

Year ended March 31, 2024

COMPILATION ENGAGEMENT REPORT

To the Management of Mike Hogan Plumbing & Heating Inc.

On the basis of information provided by management, we have compiled the balance sheet of Mike Hogan Plumbing & Heating Inc. as at March 31, 2024, the statement of operations and statement of deficit for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

DRAFT

Chartered Professional Accountants, Licensed Public Accountants

Kingston, Canada

January 24, 2025

MIKE HOGAN PLUMBING & HEATING INC.

Balance Sheet

DRAFT

March 31, 2024, with comparative information for 2023

	2024	2023
Assets		
Current assets:		
Cash	\$ 353,951	\$ 134,769
Accounts receivable	1,924,069	1,497,475
Unbilled receivables	105,320	610,119
Advances to shareholders	32,436	-
Advances to MC Hogan Holdings Inc.	133,785	54,106
	<u>2,549,561</u>	<u>2,296,469</u>
Property, plant and equipment	281,632	228,983
	<u>\$ 2,831,193</u>	<u>\$ 2,525,452</u>
Liabilities and Shareholders' Deficiency		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 1,285,907	\$ 963,053
Government remittances payable	2,227,765	1,437,163
Government - CEBA Loan	55,218	35,000
Advances from related parties	4,018	4,018
Current portion of long-term debt	38,572	55,774
Advances from shareholders	-	169,423
	<u>3,611,480</u>	<u>2,664,431</u>
Long-term debt	289,176	184,434
	<u>3,900,656</u>	<u>2,848,865</u>
Shareholders' deficiency:		
Share capital:		
Authorized:		
Unlimited number of common shares		
Unlimited number of preference shares		
Issued and outstanding:		
100 Class A common shares	10	10
266,500 Class B preferred Shares	44	44
266,500 Class C preferred Shares	44	44
	<u>98</u>	<u>98</u>
Deficit	(1,069,561)	(323,511)
	<u>(1,069,463)</u>	<u>(323,413)</u>
	<u>\$ 2,831,193</u>	<u>\$ 2,525,452</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.

Statement of Operations

DRAFT

Year ended March 31, 2024, with comparative information for 2023

	2024	2023
Revenue	\$ 6,599,986	\$ 3,785,497
Cost of sales:		
Materials	3,359,420	1,633,716
Direct labour and benefits	2,601,470	1,967,817
Sub-contracts	199,679	59,937
Vehicle	137,965	122,491
	<u>6,298,534</u>	<u>3,783,961</u>
	301,452	1,536
Expenses:		
Interest and bank charges	365,618	212,285
Wages and benefits	243,135	121,126
Depreciation	95,812	79,765
Rent	72,212	72,212
Bad debts	67,096	50,139
WSIB	52,726	18,061
Office and general	35,310	18,830
CEBA loan	20,000	-
Insurance	19,645	16,205
Professional fees	18,604	15,946
Repairs and maintenance	14,622	5,652
Utilities	14,370	16,286
Telephone	10,805	7,754
Equipment Rentals	9,754	34,986
Travel	4,988	393
Meals and entertainment	4,712	4,506
Training	3,104	8,894
Fees and licenses	2,212	10,190
Advertising	777	-
	<u>1,055,502</u>	<u>693,230</u>
Loss before the undernoted items and income taxes	(754,050)	(691,694)
Other income:		
Apprenticeship grants	8,000	12,000
Gain on disposal of equipment	-	32,895
	<u>8,000</u>	<u>44,895</u>
Loss before income taxes	(746,050)	(646,799)
Income taxes	-	(1,178)
Loss	<u>\$ (746,050)</u>	<u>\$ (645,621)</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.

Statement of Deficit

DRAFT

Year ended March 31, 2024, with comparative information for 2023

	2024	2023
Retained earnings (deficit), beginning of year	\$ (323,511)	\$ 322,110
Loss	(746,050)	(645,621)
Deficit, end of year	\$ (1,069,561)	\$ (323,511)

See accompanying note to financial information.

DRAFT

MIKE HOGAN PLUMBING & HEATING INC.

Note to Financial Information

DRAFT

Year ended March 31, 2024

1. Basis of accounting:

The basis of accounting applied in the preparation of the financial information is on the historical cost basis, reflecting cash transactions with adjustments for selected accruals and estimates for the following:

- Accounts receivable less an allowance for doubtful accounts
- Transactions with shareholders and related parties
- Accounts payable and accrued liabilities
- Unbilled receivables or unearned revenues on long-term contracts in process at year-end
- Income taxes receivable/payable as at the reporting date
- Property, plant and equipment are amortized over their useful lives
- Government remittances payable and accrued interest on CEBA loan outstanding

This is Exhibit "D" referred to in the Affidavit of Michael Hogan sworn by Michael Hogan in the City of Kingston, in the Province of Ontario, before me on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, consisting of two distinct parts that appear to be initials or a stylized name.

Commissioner for Taking Affidavits (or as may be)

PAVLE MASIC

Financial Information of

**MIKE HOGAN PLUMBING &
HEATING INC.**

And Compilation Engagement Report thereon

Year ended March 31, 2025



KPMG LLP

863 Princess Street, Suite 400
Kingston, ON K7L 5N4
Canada
Telephone 613 549 1550
Fax 613 549 6349

COMPILATION ENGAGEMENT REPORT

To the Management of Mike Hogan Plumbing & Heating Inc.

On the basis of information provided by management, we have compiled the balance sheet of Mike Hogan Plumbing & Heating Inc. as at March 31, 2025, the statement of earnings and statement of deficit for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

A handwritten signature in black ink that reads 'KPMG LLP' with a horizontal line underneath.

Chartered Professional Accountants, Licensed Public Accountants

Kingston, Canada

September 29, 2025

MIKE HOGAN PLUMBING & HEATING INC.

Balance Sheet

March 31, 2025, with comparative information for 2024

	2025	2024
Assets		
Current assets:		
Cash	\$ 21,712	\$ 353,951
Accounts receivable	3,279,932	1,924,069
Unbilled receivables	1,080,083	105,320
Advances to shareholders	31,578	32,436
Advances to MC Hogan Holdings Inc.	209,368	133,785
	<u>4,622,673</u>	<u>2,549,561</u>
Property, plant and equipment	298,358	281,632
	<u>\$ 4,921,031</u>	<u>\$ 2,831,193</u>
Liabilities and Shareholders' Deficiency		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 2,152,270	\$ 1,285,907
Income taxes payable	5,997	-
Government remittances payable	2,948,963	2,227,765
CEBA loan	55,211	55,218
Advances from related parties	4,018	4,018
Current portion of long-term debt	45,819	38,572
	<u>5,212,278</u>	<u>3,611,480</u>
Long-term debt	269,513	289,176
	<u>5,481,791</u>	<u>3,900,656</u>
Shareholders' deficiency:		
Share capital:		
Authorized:		
Unlimited number of common shares		
Unlimited number of preference shares		
Issued and outstanding:		
100 Class A common shares	10	10
266,500 Class B preferred Shares	44	44
266,500 Class C preferred Shares	44	44
	<u>98</u>	<u>98</u>
Deficit	(560,858)	(1,069,561)
	<u>(560,760)</u>	<u>(1,069,463)</u>
	<u>\$ 4,921,031</u>	<u>\$ 2,831,193</u>

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.

Statement of Earnings

Year ended March 31, 2025, with comparative information for 2024

	2025	2024
Revenue	\$ 11,768,252	\$ 6,599,986
Cost of sales:		
Materials	5,778,650	3,359,420
Direct labour and benefits	3,580,464	2,601,470
Sub-contracts	295,686	199,679
Vehicle	165,716	137,965
	<u>9,820,516</u>	<u>6,298,534</u>
	1,947,736	301,452
Expenses:		
Interest and bank charges	518,097	365,618
Wages and benefits	285,258	243,135
Bad debts	218,678	67,096
Amortization	120,314	95,812
Rent	72,212	72,212
WSIB	55,257	52,726
Equipment rentals	38,385	9,754
Repairs and maintenance	32,645	14,622
Office and general	28,050	35,310
Professional fees	24,353	18,604
Insurance	21,792	19,645
Utilities	15,343	14,370
Telephone	11,979	10,805
Meals and entertainment	3,499	4,712
Fees and licenses	2,574	2,212
Travel	2,366	4,988
Training	2,055	3,104
Advertising	1,185	777
CEBA loan	-	20,000
	<u>1,454,042</u>	<u>1,055,502</u>
Earnings (loss) before the undernoted item and income taxes	493,694	(754,050)
Other income:		
Government assistance	21,006	8,000
Earnings (loss) before income taxes	514,700	(746,050)
Income taxes	5,997	-
Net earnings (loss)	\$ 508,703	\$ (746,050)

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.

Statement of Deficit

Year ended March 31, 2025, with comparative information for 2024

	2025	2024
Deficit, beginning of year	\$ (1,069,561)	\$ (323,511)
Net earnings (loss)	508,703	(746,050)
Deficit, end of year	\$ (560,858)	\$ (1,069,561)

See accompanying note to financial information.

MIKE HOGAN PLUMBING & HEATING INC.

Note to Financial Information

Year ended March 31, 2025

1. Basis of accounting:

The basis of accounting applied in the preparation of the financial information is on the historical cost basis, reflecting cash transactions with adjustments for selected accruals and estimates for the following:

- Accounts receivable less an allowance for doubtful accounts
- Transactions with shareholders and related parties
- Accounts payable and accrued liabilities
- Unbilled receivables on long-term contracts in process at year-end
- Income taxes receivable/payable as at the reporting date
- Property, plant and equipment is recorded at cost and is amortized on a declining balance basis using rates allowable for income tax purposes
- Government remittances payable

This is Exhibit "E" referred to in the Affidavit of Michael Hogan sworn by Michael Hogan in the City of Kingston, in the Province of Ontario, before me on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, consisting of stylized initials that appear to be 'P' and 'M'.

Commissioner for Taking Affidavits (or as may be)

PAVLE MASIC

KOSKIE MINSKY

JUSTICE MATTERS

April 1, 2026

Daniel Resnick

Direct Dial:416-542-6299

Direct Fax:416-204-2813

dresnick@kmlaw.ca

VIA REGISTERED MAIL

VIA EMAIL: mike@plumbingbyhogan.com

**1001044407 Ontario Inc.
c.o.b. as Plumbing By Hogan
and/or Mike Hogan Plumbing and Heating Inc.
648 Mckay Street
Kingston, ON K7M 5V9**

Attention: Michael Hogan

Dear Sir:

**Re: UA Local 401 v. 1001044407 Ontario Inc. c.o.b. as Plumbing By
Hogan and/or Mike Hogan Plumbing and Heating Inc.
PROJECTS: Multiple
Our File No.: 260496**

SECTION 39 DEMAND NOTICE OF INTENTION TO LIEN

We are lawyers for the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 (the "**Union**"), for the Trust Funds maintained by the Union for Monetary Supplementary Benefits payable to / for the benefit of its members (the "**Trust Funds**"), which are workers' trust funds within the meaning of the *Construction Act* (the "**Act**"), and for individual members of the Union (the "**Workers**"), who were retained by 1001044407 Ontario Inc. c.o.b. as Plumbing By Hogan and/or Mike Hogan Plumbing & Heating Inc. (collectively "**Hogan**") to perform work at various projects (the "**Projects**").

Pursuant to the terms of the Collective Agreement binding on the Workers, the Union and Hogan, Hogan was required to pay Wages to the Workers and to make remittances to the Trust Funds (collectively, "**Wages**") in respect of various Monetary Supplementary Benefits (as those terms are defined in the Act), on a monthly basis, based on the number of hours worked and/or earned by each of the Workers.

FAILURE TO REMIT AND DEBT OWED TO THE UNION

Hogan has failed to pay various Wages to/for the benefit of the Workers for work performed at various Projects such that approximately **\$325,000.00** (the "**Debt**") is owed to the Union for work performed for the months of **December 2025** to **March 2026** plus various interest and penalties pursuant to the relevant Collective Agreement.

Please accept this letter as your notice of our clients' intention to preserve a claim for lien against each relevant Project if the Debt is not immediately resolved. We trust you will notify your various Payors in respect of this notice.

CONSTRUCTION ACT DEMAND FOR INFORMATION

Pursuant to s.39 of the Act, we hereby place you on notice that we require production of the following information in respect of each Project within a reasonable time, **not to exceed 21 days of the date hereof**, namely:

1. the names of the parties to the prime contract with the Owner(s) and the date said contract was entered into;
2. the date the tender / procurement process was commenced by the Owner(s);
3. the names of the parties to the contract pursuant to which Hogan performed its work;
4. the up-to-date state of accounts under the above noted contracts, including:
 - a. the price of the services or materials that have been supplied under the contract and subcontract;
 - b. the amounts paid under the contract and subcontract;
 - c. the amount of the applicable holdbacks;
 - d. the balance owed under the contract and subcontract;
 - e. any amount retained under section 12 (set-off by trustee) or under subsection 17(3) (lien set-off);
 - f. copies of all invoices submitted by Hogan to date; and
 - g. copies of all cheques paid to Hogan to date;
5. whether any of the parties were required to provide a labour and material payment bond in respect of each project and, if so, provide a copy of said bond;

6. whether the said contracts provide that payment under the contracts shall be based on the completion of specified phases or the reaching of other milestones in its completion; and
7. whether the aforesaid contracts require certification of substantial performance and, if so, whether such contracts have been certified as substantially performed, the date of such certification, the date of publication in a Construction Trade Newspaper and the name of the Construction Trade Newspaper in which certification was published.

SUBCONTRACT DEFAULT PROVISIONS

In addition to the above, please advise whether the agreement(s) pursuant to which Hogan performed work on the Projects includes default provisions, whereby any of the following occurrences, acts or omissions constitute a default of that agreement:

- a. admission of inability to pay debts generally as they become due;
- b. failure to satisfy any final judgments, interim binding judgment or determination, awarded against your company;
- c. failure or refusal to promptly pay accounts or claims against your company with respect to work/services/material supplied to the relevant projects.

CONSTRUCTION ACT REQUIRES ACCESS TO PAYROLL RECORDS

Additionally, pursuant to s.39(3) of the Act, Hogan must also produce and / or provide access to its full payroll records in respect of all Union Workers who performed work for Hogan in 2025 and 2026.

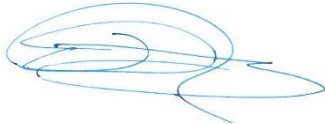
FAILURE TO RESPOND WILL RESULT IN COURT PROCEEDINGS

Please be advised that your failure to provide all information sought herein **within 21 days of today's date** may result in a motion in Court and a claim for substantial indemnity costs and damages against you, in the event our client suffers any damages resulting from such failure.

In addition, please take notice of the intention of the Union, as a secured creditor, to enforce its security pursuant to Section 244 of the *Bankruptcy and Insolvency Act*, S.C. 1992, c. 27.

Yours truly,

KOSKIE MINSKY LLP



Daniel Resnick

cc. Client
Robert Link, Link & Associates Inc., Licensed Insolvency Trustee

This is Exhibit "F" referred to in the Affidavit of Michael Hogan sworn by Michael Hogan in the City of Kingston, in the Province of Ontario, before me on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, consisting of two distinct, stylized initials or names.

Commissioner for Taking Affidavits (or as may be)

PAVLE MASIC

KOSKIE MINSKY

JUSTICE MATTERS

April 1, 2026

Daniel Resnick

Direct Dial:416-542-6299

Direct Fax:416-204-2813

dresnick@kmlaw.ca

VIA REGISTERED MAIL

VIA EMAIL: jay@patrygroup.com

**Jason Patry c.o.b. as Jay Patry Enterprises
LLC a/k/a Jay Patry Enterprises Inc. a/k/a
Patry Developments and/or
Skyfal Investments Inc. c.o.b. as Frontenac
Shopping Centre Co-Ownership formerly
known as 300 Bayfield Lane Inc. and
Frontenac Shopping Centre Inc.
692 Mckay Street
Kingston, ON K7M 7G2**

Attention: Jason Patry

VIA REGISTERED MAIL

VIA EMAIL: mike@plumbingbyhogan.com

**1001044407 Ontario Inc.
c.o.b. as Plumbing By Hogan
and/or Mike Hogan Plumbing and Heating
Inc.
648 Mckay Street
Kingston, ON K7M 5V9**

Attention: Michael Hogan

Dear Sirs:

**Re: UA Local 401 v. 1001044407 Ontario Inc. c.o.b. as Plumbing By
Hogan and/or Mike Hogan Plumbing and Heating Inc.
PROJECT: Frontenac Mall, 1300 Bath Road, Kingston, Ontario
Our File No.: 260496**

SECTION 39 DEMAND NOTICE OF INTENTION TO LIEN NOTICE TO FREEZE FUNDS HOLDBACK PRESERVATION NOTICE

We are the lawyers for the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 (the "**Union**"), for the Trust Funds maintained by the Union for Monetary Supplementary Benefits payable to / for the benefit of its members (the "**Trust Funds**"), which are workers' trust funds within the meaning of the *Construction Act* (the "**Act**"), and for individual members of the Union (the "**Workers**"), who were retained by 1001044407 Ontario Inc. c.o.b. as Plumbing By Hogan and/or Mike Hogan Plumbing and Heating Inc. (collectively "**Hogan**") to perform work at Frontenac Mall, 1300 Bath Road, Kingston, Ontario (the "**Project**"). It is our understanding that Hogan was contracted by Jason

Patry/Skyfal c.o.b. as Jay Patry/Skyfal Enterprises LLC a/k/a Jay Patry/Skyfal Enterprises Inc. a/k/a Patry/Skyfal Inc. Developments and/or Skyfal Investments Inc. c.o.b. as Frontenac Shopping Centre Co-Ownership formerly known as 300 Bayfield Lane Inc. and Frontenac Shopping Centre Inc. (collectively "**Patry/Skyfal**").

Pursuant to the terms of the Collective Agreement binding on the Workers, the Union and Hogan, Hogan was required to pay Wages and to make remittances to the Trust Funds (collectively, "**Wages**") in respect of various Monetary Supplementary Benefits (as those terms are defined in the Act), on a monthly basis, based on the number of hours worked and/or earned by each of the Workers.

FAILURE TO REMIT AND DEBT OWED TO THE UNION

Hogan has failed to pay monetary supplementary benefits for the benefit of the members, such that approximately **\$325,000.00** (the "**Debt**") is owed to the Union for work performed for the months of **December 2025 to March 2026** the bulk of which is attributable to Patry projects. Hogan also owes various interest and penalties pursuant to the relevant Collective Agreement.

Please accept this letter as your notice of our client's intention to preserve claims for lien against the Project if the debt is not immediately resolved. Further, we ask that any and all funds payable to Hogan be immediately frozen.

CONSTRUCTION ACT TRUST FUNDS NOT THE PROPERTY OF HOGAN

Pursuant to the Act and the relevant jurisprudence, including the Ontario Court of Appeal decision in *The Guarantee Company of North America et al. v. Royal Bank of Canada et al.*, 2019 ONCA 9, all funds held by Patry/Skyfal in respect of work performed by Hogan, including statutory holdback funds, notice holdback funds and any other unpaid contract amounts, are impressed with a trust under the *Construction Act* (collectively, the "**CA Trust Funds**"). Furthermore, this letter shall serve as your notice of the Union's claim as a beneficiary to the CA Trust Funds.

The CA Trust Funds are not the property of Hogan or its estate. You are hereby placed on notice that you are not to distribute the Trust Funds to Hogan, its estate or to any other party absent Court order or consent of the Union.

This letter shall serve as your notice of the Union's claim as a beneficiary to the CA Trust Funds. Moreover, the Union is asserting a priority to the CA Trust Funds over all other claimants, including the CRA and relies upon the above-noted jurisprudence as well as the case of *Northwest Angle 33 First Nation. v. Razar Contracting Services Ltd.et al.* (2023 ONSC 1233).

CONSTRUCTION ACT DEMAND FOR INFORMATION

Pursuant to s.39 of the Act, we hereby place you on notice that we require production of the following information in respect of the Project within a reasonable time, **not to exceed 21 days of the date hereof**, namely:

1. the names of the parties to the prime contract with the Owner(s) and the date said contract was entered into;
2. the date the tender / procurement process was commenced by the Owner(s);
3. the names of the parties to the contract pursuant to which Hogan performed its work;
4. the up-to-date state of accounts under the above noted contracts, including:
 - a. the price of the services or materials that have been supplied under the contract and subcontract;
 - b. the amounts paid under the contract and subcontract;
 - c. the amount of the applicable holdbacks;
 - d. the balance owed under the contract and subcontract;
 - e. any amount retained under section 12 (set-off by trustee) or under subsection 17(3) (lien set-off);
 - f. copies of all invoices submitted by Hogan to date; and
 - g. copies of all cheques paid to Hogan to date;
5. whether any of the parties were required to provide a labour and material payment bond in respect of each project and, if so, provide a copy of said bond;
6. whether the said contracts provide that payment under the contracts shall be based on the completion of specified phases or the reaching of other milestones in its completion; and
7. whether the aforesaid contracts require certification of substantial performance and, if so, whether such contracts have been certified as substantially performed, the date of such certification, the date of publication in a Construction Trade Newspaper and the name of the Construction Trade Newspaper in which certification was published.

SUBCONTRACT DEFAULT PROVISIONS

In addition to the above, we ask that Patry/Skyfal please advise whether the agreement pursuant to which Hogan performed work on the Projects includes a Default provision whereby any of the following occurrences, acts or omissions constitute a default of that agreement:

- a. Subcontractor admits its inability to pay its debts generally as they become due;
- b. Subcontractor fails to satisfy any final judgments, interim binding judgment or determination awarded against Subcontractor;
- c. Subcontractor fails or refuses to promptly pay accounts or claims against it with respect to the Subcontract or Subcontract work.

DEMAND FOR PAYROLL RECORDS

Additionally, pursuant to s.39(3) of the Act, Hogan must also produce and / or provide access to its full payroll records in respect of all Union Workers who performed work for Hogan in 2025 and 2026.

DEADLINE FOR INFORMATION

Please be advised that any failure to provide the s. 39 information sought herein **within 21 days of today's date** may result in a motion in Court and a claim for substantial indemnity costs and damages, in the event our client suffers any damages as a result of such failure.

In addition, please take notice of the intention of the Union, as a secured creditor, to enforce its security pursuant to Section 244 of the *Bankruptcy and Insolvency Act*, S.C. 1992, c. 27.

REQUEST FOR S.28 PAYMENT

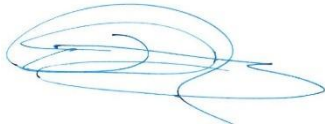
As the Union is a "person having a lien" pursuant to the Act, we hereby request Patry/Skyfal make payment directly to the Union as contemplated in s.28 of the Act, in respect of those funds attributable to the Project. If Patry/Skyfal did not directly retain Hogan, please advise who did, and provide a copy of this letter to that party.

However, and **notwithstanding the s.39 timelines above**, should the full debt not be resolved by **end of day on Tuesday, April 7, 2026**, we are instructed to immediately, and without further notice, take all steps available at law to collect upon the amounts owed, including through preservation of construction liens where appropriate. Our client will be seeking substantial indemnity costs in respect of those efforts.

Our client wishes to resolve this matter as expeditiously as possible. In the event you wish to discuss resolution, we invite you to contact the undersigned, or have your counsel do so. Otherwise, we will proceed as set out above, without further notice.

Yours truly,

KOSKIE MINSKY LLP



Daniel Resnick

cc. Client
Robert Link, Link & Associates Inc., Licensed Insolvency Trustee

This is Exhibit "G" referred to in the Affidavit of Michael Hogan sworn by Michael Hogan in the City of Kingston, in the Province of Ontario, before me on April 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, consisting of a stylized 'P' followed by 'M' and a flourish.

Commissioner for Taking Affidavits (or as may be)

PAVLE MASIC

KOSKIE MINSKY

JUSTICE MATTERS

April 1, 2026

Daniel Resnick

Direct Dial:416-542-6299

Direct Fax:416-204-2813

dresnick@kmlaw.ca

VIA REGISTERED MAIL

VIA EMAIL: jay@patrygroup.com

**Jason Patry c.o.b. as Jay Patry Enterprises
LLC a/k/a Jay Patry Enterprises Inc. a/k/a
Patry Inc. Developments and/or
2312 Princess Street Inc., 2312 Princess
Street GP Inc. and 2312 Princess Street
Limited Partnership
692 Mckay Street
Kingston, ON K7M 7G2**

Attention: Jason Patry

VIA REGISTERED MAIL

VIA EMAIL: mike@plumbingbyhogan.com

**1001044407 Ontario Inc.
c.o.b. as Plumbing By Hogan
and/or Mike Hogan Plumbing and Heating
Inc.
648 Mckay Street
Kingston, ON K7M 5V9**

Attention: Michael Hogan

Dear Sirs:

**Re: UA Local 401 v. 1001044407 Ontario Inc. c.o.b. as Plumbing By
Hogan and/or Mike Hogan Plumbing and Heating Inc.
PROJECT: 2312 – 2314 Princess St., Kingston, Ontario
Our File No.: 260496**

SECTION 39 DEMAND NOTICE OF INTENTION TO LIEN NOTICE TO FREEZE FUNDS HOLDBACK PRESERVATION NOTICE

We are the lawyers for the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 401 (the "**Union**"), for the Trust Funds maintained by the Union for Monetary Supplementary Benefits payable to / for the benefit of its members (the "**Trust Funds**"), which are workers' trust funds within the meaning of the *Construction Act* (the "**Act**"), and for individual members of the Union (the "**Workers**"), who were retained by 1001044407 Ontario Inc. c.o.b. as Plumbing By Hogan and/or Mike Hogan Plumbing and Heating Inc. (collectively "**Hogan**") to perform work at 2312 - 2314 Princess St., Kingston, Ontario (the "**Project**"). It is our understanding that Hogan was contracted by Jason Patry c.o.b. as

Jay Patry Enterprises LLC a/k/a Jay Patry Enterprises Inc. a/k/a Patry Inc. Developments and/or 2312 Princess Street Inc., 2312 Princess Street GP Inc. and 2312 Princess Street Limited Partnership (collectively "**Patry/2312**").

Pursuant to the terms of the Collective Agreement binding on the Workers, the Union and Hogan, Hogan was required to pay Wages and to make remittances to the Trust Funds (collectively, "**Wages**") in respect of various Monetary Supplementary Benefits (as those terms are defined in the Act), on a monthly basis, based on the number of hours worked and/or earned by each of the Workers.

FAILURE TO REMIT AND DEBT OWED TO THE UNION

Hogan has failed to pay monetary supplementary benefits for the benefit of the members, such that approximately **\$325,000.00** (the "**Debt**") is owed to the Union for work performed for the months of **December 2025 to March 2026 the bulk of which is attributable to Patry projects**. Hogan also owes various interest and penalties pursuant to the relevant Collective Agreement.

Please accept this letter as your notice of our client's intention to preserve claims for lien against the Project if the debt is not immediately resolved. Further, we ask that any and all funds payable to Hogan be immediately frozen.

CONSTRUCTION ACT TRUST FUNDS NOT THE PROPERTY OF HOGAN

Pursuant to the Act and the relevant jurisprudence, including the Ontario Court of Appeal decision in *The Guarantee Company of North America et al. v. Royal Bank of Canada et al.*, 2019 ONCA 9, all funds held by Patry/2312 in respect of work performed by Hogan, including statutory holdback funds, notice holdback funds and any other unpaid contract amounts, are impressed with a trust under the *Construction Act* (collectively, the "**CA Trust Funds**"). Furthermore, this letter shall serve as your notice of the Union's claim as a beneficiary to the CA Trust Funds.

The **CA Trust Funds** are not the property of Hogan or its estate. You are hereby placed on notice that you are not to distribute the Trust Funds to Hogan, its estate or to any other party absent Court order or consent of the Union.

This letter shall serve as your notice of the Union's claim as a beneficiary to the **CA Trust Funds**. Moreover, the Union is asserting a priority to the CA Trust Funds over all other claimants, including the CRA and relies upon the above-noted jurisprudence as well as the case of *Northwest Angle 33 First Nation. v. Razar Contracting Services Ltd. et al.* (2023 ONSC 1233).

CONSTRUCTION ACT DEMAND FOR INFORMATION

Pursuant to s.39 of the Act, we hereby place you on notice that we require production of the following information in respect of the Project within a reasonable time, **not to exceed 21 days of the date hereof**, namely:

1. the names of the parties to the prime contract with the Owner(s) and the date said contract was entered into;
2. the date the tender / procurement process was commenced by the Owner(s);
3. the names of the parties to the contract pursuant to which Hogan performed its work;
4. the up-to-date state of accounts under the above noted contracts, including:
 - a. the price of the services or materials that have been supplied under the contract and subcontract;
 - b. the amounts paid under the contract and subcontract;
 - c. the amount of the applicable holdbacks;
 - d. the balance owed under the contract and subcontract;
 - e. any amount retained under section 12 (set-off by trustee) or under subsection 17(3) (lien set-off);
 - f. copies of all invoices submitted by Hogan to date; and
 - g. copies of all cheques paid to Hogan to date;
5. whether any of the parties were required to provide a labour and material payment bond in respect of each project and, if so, provide a copy of said bond;
6. whether the said contracts provide that payment under the contracts shall be based on the completion of specified phases or the reaching of other milestones in its completion; and
7. whether the aforesaid contracts require certification of substantial performance and, if so, whether such contracts have been certified as substantially performed, the date of such certification, the date of publication in a Construction Trade Newspaper and the name of the Construction Trade Newspaper in which certification was published.

SUBCONTRACT DEFAULT PROVISIONS

In addition to the above, we ask that Patry/2312 please advise whether the agreement pursuant to which Hogan performed work on the Projects includes a Default provision whereby any of the following occurrences, acts or omissions constitute a default of that agreement:

- a. Subcontractor admits its inability to pay its debts generally as they become due;
- b. Subcontractor fails to satisfy any final judgments, interim binding judgment or determination awarded against Subcontractor;
- c. Subcontractor fails or refuses to promptly pay accounts or claims against it with respect to the Subcontract or Subcontract work.

DEMAND FOR PAYROLL RECORDS

Additionally, pursuant to s.39(3) of the Act, Hogan must also produce and / or provide access to its full payroll records in respect of all Union Workers who performed work for Hogan in 2025 and 2026.

DEADLINE FOR INFORMATION

Please be advised that any failure to provide the s. 39 information sought herein **within 21 days of today's date** may result in a motion in Court and a claim for substantial indemnity costs and damages, in the event our client suffers any damages as a result of such failure.

In addition, please take notice of the intention of the Union, as a secured creditor, to enforce its security pursuant to Section 244 of the *Bankruptcy and Insolvency Act*, S.C. 1992, c. 27.

REQUEST FOR S.28 PAYMENT

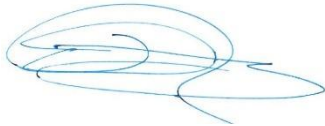
As the Union is a "person having a lien" pursuant to the Act, we hereby request Patry/2312 make payment directly to the Union as contemplated in s.28 of the Act, in respect of those funds attributable to the Project. If Patry/2312 did not directly retain Hogan, please advise who did, and provide a copy of this letter to that party.

However, and **notwithstanding the s.39 timelines above**, should the full debt not be resolved by **end of day on Tuesday, April 7, 2026**, we are instructed to immediately, and without further notice, take all steps available at law to collect upon the amounts owed, including through preservation of construction liens where appropriate. Our client will be seeking substantial indemnity costs in respect of those efforts.

Our client wishes to resolve this matter as expeditiously as possible. In the event you wish to discuss resolution, we invite you to contact the undersigned, or have your counsel do so. Otherwise, we will proceed as set out above, without further notice.

Yours truly,

KOSKIE MINSKY LLP



Daniel Resnick

cc. Client
Robert Link, Link & Associates Inc., Licensed Insolvency Trustee

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND IN THE MATTER OF
THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MIKE
HOGAN PLUMBING AND HEATING INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO

Estate/Court File No. BK-26-003353399-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
KINGSTON

AFFIDAVIT OF MICHAEL HOGAN

RIKETTTS HARRIS LLP

250 Yonge Street
Suite 2200
Toronto ON M5B 2L7

Pavle Masic (62275F)
Tel: (647) 260-2201
Fax: (416) 364-1697
pasic@rickettsharris.com

Tel: 416.364.6211

Lawyers for Mike Hogan
Plumbing and Heating Inc.

RCP-E 4C (September 1, 2020)

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND IN THE MATTER OF
THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MIKE
HOGAN PLUMBING AND HEATING INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO

Estate/Court File No. BK-26-003353399-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
KINGSTON

MOTION RECORD

RICKETTS HARRIS LLP

250 Yonge Street
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Toronto ON M5B 2L7

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Tel: (647) 260-2201
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Tel: 416.364.6211

Lawyers for Mike Hogan
Plumbing and Heating Inc.