AlixPartners

Sixth Report of AlixPartners Restructuring, Inc. as CCAA Monitor of 1570499 B.C. Ltd.

July 24, 2026

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AlixPartners

COURT FILE NO. CL-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1570499 B.C. LTD.

SIXTH REPORT OF ALIXPARTNERS RESTRUCTURING, INC. AS MONITOR

JULY 24, 2026

1.0 Introduction

1. Pursuant to an order (the "**Initial Order**") issued by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on October 17, 2025, B+H Architects Corp. ("**BHA**") was granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and AlixPartners Restructuring, Inc.[1] ("**AlixPartners**") was appointed as monitor in the CCAA proceeding (in such capacity, the "**Monitor**").

2. The principal purpose of this CCAA proceeding was to create a stabilized environment to enable BHA to:

   a) continue operating in the ordinary course with the breathing space afforded by filing for protection under the CCAA; and

   b) conduct a Court-supervised sale and investment solicitation process (the "**SISP**") for its business and/or assets to complete a going-concern transaction. In this regard, BHA entered into a stalking horse investment agreement dated October 16, 2025 (the "**Stalking Horse Agreement**") with Surbana Jurong Holdings (Canada) Ltd., ("**SJHC**" and in such capacity, the "**Purchaser**"), a related entity, to serve as the stalking horse bidder in the SISP.

[1] Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Monitor in these proceedings pursuant to an order dated June 3, 2026 issued by the Ontario Superior Court of Justice (Commercial List). The professionals involved in this mandate remain unchanged.

3. Pursuant to the terms of the Initial Order, among other things, the Court:

   a) granted a stay of proceedings in favour of BHA and its directors and officers to and including October 27, 2025;

   b) approved the terms of a debtor-in-possession credit facility provided by SJHC (in such capacity, the "**DIP Lender**") to fund BHA's working capital requirements and costs of this proceeding (the "**DIP Facility**") pursuant to an interim financing term sheet dated October 16, 2025, provided that the authorized borrowings under the DIP Facility did not exceed $1,700,000 until the date of the comeback hearing, which was heard on October 27, 2025;

   c) granted charges on all of BHA's current and future property, assets and undertaking (collectively, the "**Property**"), in the following amounts and priority:

      i. first, a charge in the amount of $500,000 (the "**Administration Charge**") to secure the fees and the disbursements of the Monitor, the Monitor's legal counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), and BHA's legal counsel, McCarthy Tétrault LLP ("**McCarthy**");

      ii. second, a charge in the amount of $460,000 in favour of BHA's directors and officers (the "**Directors' Charge**"); and

      iii. third, a charge up to the maximum principal amount of $1,700,000, plus interest, fees and expenses thereon, in favour of the DIP Lender to secure advances to BHA made under the DIP Facility prior to the Comeback Hearing (the "**DIP Lender's Charge**", and together with the Administration Charge and the Directors' Charge, the "**Initial Charges**"); and

   d) permitted BHA to pay amounts owing for goods or services supplied to BHA prior to the date of the Initial Order by third party suppliers if, in the opinion of BHA, with the consent of the Monitor and in consultation with the DIP Lender, the third-party supplier was determined to be critical to BHA's business, ongoing operations or preservation of the Property and the payment was required to ensure ongoing supply.

4. On October 27, 2025, the Court granted the following orders:

   a) an amended and restated Initial Order (the "**ARIO**"), among other things;

      i. extending the stay of proceedings to and including December 17, 2025;

      ii. increasing the maximum principal amount that BHA can borrow under the DIP Facility to $6 million;

iii. approving a key employee retention program (the "**KERP**") authorizing BHA to make payments in accordance with the terms thereof, and granting a charge on the KERP Funds (as defined in the ARIO) in the amount of $200,000 (the "**KERP Charge**"); and

iv. increasing the maximum amount of the Initial Charges to:

- $750,000 for the Administration Charge;
- $650,000 for the Directors' Charge; and
- $6 million (plus interest, fees and expenses) for the DIP Lender's Charge.

The increased Initial Charges, together with the KERP Charge are collectively referred to herein as the "**Charges**". A copy of the ARIO is attached as **Appendix "A"**.

b) an order (the "**SISP Approval Order**"), approving, among other things:

i. the Stalking Horse Agreement solely for the purpose of constituting the "**Stalking Horse Bid**" under the SISP; and

ii. approving the SISP to be carried out by BHA, with the assistance of the Monitor, as set out in the Monitor's first report to Court dated October 22, 2025 (the "**First Report**"), the terms of which are provided in the SISP Approval Order and summarized in the First Report and not repeated herein.

5. On December 16, 2025, the Court granted an order extending the stay of proceedings to and including December 31, 2025.

6. On December 24, 2025, the Stalking Horse Agreement was amended pursuant to an agreement between BHA and the Purchaser and acknowledged by the Monitor (together with the Stalking Horse Agreement, the "**Amended Stalking Horse Agreement**"). The amendments were set out in section 4.4 of the Monitor's third report to the Court dated December 24, 2025 and included, among other things, an increase in the cash consideration of the purchase price to $2.47 million.

7. On December 30, 2025, the Court granted an order extending the stay of proceedings to and including February 13, 2026.

8. On January 2, 2026, the Court issued an Approval and Reverse Vesting Order (the "**ARVO**"), which, among other things:

a) approved the Amended Stalking Horse Agreement and the transactions pursuant to the Amended Stalking Horse Agreement (the "**Transaction**");

b) vested in SJHC the Subscribed Shares (as defined in the Amended Stalking Horse Agreement) free and clear of all Encumbrances other than the Permitted Encumbrances;

c) deemed that 1570499 B.C. Ltd. ("**ResidualCo**") be added as a debtor company in these CCAA proceedings upon closing of the Transaction;

d) approved the transfer to and vesting in ResidualCo of BHA's right, title and interest in and to, and liabilities and obligations under, the Excluded Assets and the Excluded Liabilities (each as defined in the Amended Stalking Horse Agreement); and

e) expanded the Monitor's power to, among other things, perform such activities as may be required to facilitate or assist ResidualCo in undertaking the orderly completion of these CCAA proceedings and the administration of ResidualCo's estate, including assigning ResidualCo, or causing ResidualCo to be assigned, into bankruptcy.

9. The Transaction closed on January 30, 2026.

10. On February 10, 2026, the Court issued the following Orders:

a) a claims procedure Order (the "**Claims Procedure Order**"), which, among other things, approved the procedure (the "**Claims Procedure**") for soliciting and determining claims against ResidualCo; and

b) an Ancillary Order, which, among other things, extended the stay of proceedings to and including May 29, 2026 and approved the fees and disbursements of the Monitor from December 1, 2025 to January 15, 2026 and Cassels from December 1, 2025 to January 19, 2026.

A copy of the Claims Procedure Order is attached as **Appendix "B"**.

11. On May 29, 2026, the Court issued a stay extension order which, among other things, extended the stay of proceedings to and including July 31, 2026 and approved the fees and disbursements of the Monitor from January 16 to April 30, 2026 and Cassels from January 7 to April 30, 2026 (the "**Stay Extension Order**").

12. AlixPartners is filing this report (the "**Sixth Report**") in its capacity as Monitor.

13. Court materials filed in this CCAA proceeding, including the Monitor's reports to Court, are available on the Monitor's case website at www.ksvadvisory.com/experience/case/BHA (the "**Case Website**).

1.1 Purpose of this Report

1. The purposes of this Sixth Report are to:

   a) summarize the results of the Claims Procedure;

   b) discuss the proposed Distributions and the Monitor's proposed Distribution Methodology (each as defined in Section 2.0 below) to ResidualCo's unsecured creditors;

   c) summarize the Monitor's activities since the date of the Monitor's fifth report to court dated May 22, 2026 (the "**Fifth Report**"); and

   d) discuss and provide the Monitor's recommendation that the Court issue an Order (the "**Stay Extension and Distribution Order**"), among other things:

      i. approving the proposed Distribution Methodology (as defined below) and authorizing the Monitor, on behalf of ResidualCo, to make the Distributions in accordance with the Distribution Methodology and the terms of the Stay Extension and Distribution Order;

      ii. extending the stay of proceedings to January 15, 2027;

      iii. approving this Sixth Report, and the Monitor's activities described in this Sixth Report; and

      iv. approving the fees and disbursements of the Monitor from May 1, 2026 to June 30, 2026 and Cassels from May 1, 2026 to June 30, 2026 as described in this Sixth Report.

1.2 Restrictions

1. In preparing this Sixth Report, the Monitor has relied upon BHA's books and records and discussion with BHA's representatives and its counsel, McCarthy Tetrault LLP ("**McCarthy**"), representatives of SJHC and representatives of B+H International Corporation, BHA's sister corporation.

2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Sixth Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Other than the Court, any party wishing to place reliance on the financial information should perform its own diligence.

1.3 Currency

1. Unless otherwise noted, all currency references in this Sixth Report are in Canadian dollars.

2.0 Claims Procedure[2]

1. As discussed in the Fifth Report (which can be found on the Monitor's website), the Monitor conducted the Claims Procedure in accordance with the Claims Procedure Order.

2. The Monitor received seven Proofs of Claim by the March 31, 2026 Claims Bar Date. As anticipated, all of the Proofs of Claim asserted unsecured Claims against ResidualCo. In consultation with BHA and McCarthy, and with the assistance of its counsel (Cassels), the Monitor reviewed each of the Proofs of Claim received and where necessary sought additional information or clarification from applicable Creditor.

3. Of the seven Proofs of Claim filed:

   a. the Monitor accepted four of the Claims filed as described further below (the "**Accepted Claims**");

   b. one Claim was subsequently withdrawn by the Creditor;

   c. one Claim was disallowed by the Monitor and was not disputed in accordance with the Claims Procedure; and

   d. one Claim filed by PCL Constructors Canada Inc. ("**PCL**") remains unresolved as discussed further below (the "**Unresolved Claim**").

4. The following table summarizes each of the Accepted Claims and the Unresolved Claim:

Creditor	**Amount ($000s)**
Al Saadiyat Development & Investment Sol Proprietorship Company LLC ("**SDIC**")	24,472
Stantec Consulting Ltd. ("**Stantec**")	1,590
Cosmos EMDC LLC ("**Cosmos**")	116
Archcorp Architectural Engineering ("**Archcorp**")	86
Accepted Claims	**26,264**
Unresolved Claim	3,954
Total	**30,218**

[2] Capitalized terms in this section 2.0 have the meaning provided to them in the Claims Procedure Order unless otherwise defined herein.

2.1 The Unresolved Claim[3]

1. The ARVO provides that all Excluded Liabilities are excluded and no longer binding on the purchased BHA entity post-closing and that the "Purchased Entity's Property" is released and discharged from all Expunged Claims, including all Excluded Liabilities, which continue to exist only against the Excluded Assets vested in ResidualCo (the "**Excluded Claims Release**").

2. The Excluded Claims Release provides two limited exclusions including the Barnett Litigation and Plenary Litigation that are disputed and that are being defended by insurance (the "**Insured Litigation Claims**"); and ii) the portion of the SDIC claim to be satisfied from the remaining amount under the Arbitration Insurance Policy (the "**SDIC Insured Claim**"). In particular, the ARVO provides that the Insured Litigation Claims and SDIC Insured Claim will not be transferred to ResidualCo but that BHA shall be forever released and discharged from such claims pursuant to the Excluded Claims Release except and solely to the extent necessary for the claimants to pursue recovery from any applicable insurance policies held by BHA, with any recovery coming solely from insurance (if any). However, under the ARVO, SDIC's remaining claim would be vested in and transferred to ResidualCo (which has been admitted and is included in the Accepted Claims in the table above).

3. Pursuant to the ARVO, Excluded Liabilities of BHA vested absolutely and exclusively in, and were assumed by, ResidualCo. The Unsecured Claim represents a Claim filed by PCL for indemnity from BHA in connection with an award issued in an arbitration between Johnson Controls Canada L.P and PCL.

4. The Monitor understands that the claims asserted by PCL were not identified as an Insured Litigation Claim at the time of the ARVO, but that certain insurance policies of BHA may be available to pay in whole or in part those asserted claims. Because of the circumstances of that particular claim, the Monitor and its counsel and counsel to each of BHA, PCL and the project specific insurer have advanced discussions to reach an agreement to assign these claims by PCL, in full, to BHA solely to the extent necessary to allow PCL to pursue any available insurance policies that may be available to address PCL's claims and for the Unresolved Claim to be withdrawn.

5. As of the date of this Sixth Report, this agreement has not yet been finalized pending confirmations from certain of the insurance providers. The Monitor believes that this agreement is in the best interests of all stakeholders and will continue its efforts to work with the other parties to finalize the agreement.

[3] Capitalized terms in this subsection 2.1 have the meaning provided to them in the Amended Stalking Horse Agreement unless otherwise defined herein.

6. In light of the above, the Monitor has not yet made any determination as to the validity of the Unresolved Claim against ResidualCo. However, as it remains unclear when the Unresolved Claim will be resolved, given that the majority of the Claims against ResidualCo have been resolved and the Creditors are awaiting distributions on account of their Accepted Claims, the Monitor believes that it is appropriate at this time to proceed with interim distributions, while reserving for the Unresolved Claim.

2.2 Proposed Distributions and the Proposed Distribution Methodology

1. A summary of the net proceeds available to ResidualCo's creditors is provided below.

(unaudited; $000s)	Total
Transaction proceeds	2,470
UAE arbitration deposit return	178
Interest	26
Total proceeds	2,674
Less: Expense Holdback	(100)
Net proceeds available for distribution	2,574
Accepted Claims	26,264
Unresolved Claim	3,954
Total	30,218
Interim distribution	**8.5%**

2. The table reflects the following:

   a) total proceeds comprise i) the cash portion of the purchase price in respect of the Transaction ($2.47 million); ii) the Arbitral Deposit (approximately $178,000); and iii) interest earned on funds held in the Monitor's account (approximately $26,000);

   b) a holdback of $100,000 in respect of potential costs to conclude the CCAA proceedings, including the fees of the Monitor and Cassels to complete the Claims Procedure and make distributions, finalize any agreement regarding (or otherwise address) the Unresolved Claim, deal with any other ancillary or unexpected matters and prepare a motion to terminate this CCAA proceeding (the "**Expense Holdback**"); and

   c) subject to the Expense Holdback, the amount available for distribution on account of the Accepted Claims and the Unresolved Claim (if not resolved and if determined to be a Proven Claim), on a *pro rata, pari passu* basis, would result in a recovery of approximately 8.5%, as more specifically set out in the following table. The Monitor notes that if the Unresolved Claim is withdrawn or disallowed, the recovery on account of the Accepted Claims would increase to 9.8%.

Creditor	Amount
SDIC	2,084,576.45
Stantec	135,447.52
Cosmos	9,838.81
Archcorp	7,337.05
Unresolved Claim	336,800.16
Total	**2,574,000.00**

3. As a conclusion has not yet been reached with respect to the Unresolved Claim, the Monitor proposes to hold back $336,800.16 (the "**Distribution Holdback**"), representing the distribution that would be paid to PCL if the Unresolved Claim is admitted as or determined to be a Proven Claim against ResidualCo.

4. The Monitor is recommending that the Court approve and authorize the Monitor, on behalf of ResidualCo, to proceed with distributions in accordance with the following methodology (the "**Distribution Methodology**"):

   a) The total proceeds available for distribution (being the amount of $2,674,000, the "**Total Proceeds**"), less (i) the Expense Holdback and (ii) the Distribution Holdback, be distributed as an interim distribution, on a *pro rata, pari passu* basis, to the Creditors holding the Accepted Claims (the "**Interim Distribution**").

   b) if the Unresolved Claim is withdrawn or disallowed and not disputed in accordance with the Claims Procedure, the Distribution Holdback, plus any unused portion of the Expense Holdback, be distributed to the Creditors holding Accepted Claims on a *pro rata, pari passu* basis (the "**Subsequent Distribution**", and together with the Interim Distribution, the "**Distributions**").

   c) if the Unresolved Claim is admitted as or determined to be a Proven Claim against ResidualCo, the Monitor shall seek further Court approval of distribution of the Distribution Holdback and any remaining Expense Holdback.

2.3 Recommendation

1. The Monitor recommends that the Court approve the Distribution Methodology and authorize the Monitor, on behalf of ResidualCo, to make the Distributions in accordance with the Distribution Methodology and the form of Stay Extension and Distribution Order requested, for the following reasons:

   a) the Monitor conducted the Claims Procedure in accordance with the Claims Procedure Order;

b) the Claims Procedure is complete, with the exception of the resolution of the Unresolved Claim, which will be addressed in due course;

c) the Interim Distribution will permit a timely distribution of the majority of the Total Proceeds to Creditors with Accepted Claims without requiring those Creditors to continue to await the resolution of the Unresolved Claim, which is currently unknown;

d) the Expense Holdback is, in the Monitor's view, sufficient and appropriate to provide for the potential remaining costs of administering this proceeding;

e) the Distribution Holdback is sufficient to satisfy a potential future distribution if the Unresolved Claim is admitted as or determined to be a Proven Claim in the future and therefore PCL (being the holder of the Unresolved Claim) will not be prejudiced by the making of the Interim Distribution;

f) authorizing the proposed Subsequent Distribution in the event that the Unresolved Claim is withdrawn or disallowed without being disputed will avoid the cost of a motion to approve that distribution to the same Creditors contemplated under the Interim Distribution in the context where no Creditors are being prejudiced by the Subsequent Distribution being made because (i) PCL will have either voluntarily withdrawn the Unresolved Claim or the Unresolved Claim will have been disallowed without PCL disputing the disallowance in accordance with the Claims Procedure, and (ii) the Creditors holding the Allowed Claims will receive an additional distribution of the maximum amount available for distribution;

g) the Monitor believes that if the Unresolved Claim is allowed as or determined to be a Proven Claim in accordance with the Claims Procedure, it is appropriate for the Monitor to seek a further order of the Court approving distribution of the Distribution Holdback;

h) the Monitor believes that the proposed Distribution Methodology facilitates orderly distribution of the Total Proceeds in an efficient and effective manner; and

i) the Distribution Methodology and the proposed Distributions are fair and reasonable and do not prejudice any of the Creditors.

3.0 Stay Extension

1. Pursuant to the Stay Extension Order, the Court extended the stay of proceedings to and including July 31, 2026. The Monitor recommends that the stay of proceedings be extended to January 15, 2027 for the following reasons:

    a) in the context of a CCAA proceeding in which a "super-monitor" has been appointed, it is the Monitor's view that it is appropriate that the Monitor be held to the "good faith" and "due diligence" standards. As "super-monitor" in these CCAA proceedings, the Monitor believes that it has been discharging its duties and obligations in good faith and with due diligence;

    b) it will provide the Monitor with additional time to resolve the Unresolved Claim, make the Distributions (if approved by the Court), any other matters that may arise in this CCAA proceeding[4], and thereafter seek an order of the Court terminating the CCAA proceeding and discharging the Monitor;

    c) the Monitor does not believe that any creditor will be materially prejudiced by the proposed stay extension;

    d) there is sufficient liquidity to fund this CCAA proceeding through the proposed stay extension period; and

    e) as of the date of this Sixth Report, the Monitor is not aware of any party opposed to the proposed stay extension.

2. A cash flow forecast is not provided herein as ResidualCo is not an operating entity and the only anticipated costs will be the professional fees in respect of the proceeding, including the matters addressed in this Sixth Report.

3. The Monitor anticipates that the remaining matters will be addressed in advance of the expiry of the proposed stay extension period. The Monitor is requesting the extension to January 15, 2027 as a conservative measure in an effort to avoid the cost of returning to Court for a further stay extension, if the outstanding matters are not resolved.

4.0 Monitor's Activities

1. Since date of the Fifth Report, the Monitor has, among other things:

    a) administered the Claims Procedure, including as summarized above;

[4] The Monitor has been notified of an additional matter relating to BHA's insurance policies that may need to be addressed.

b) corresponded with creditors regarding the Claims Procedure and the status of the CCAA proceeding;

c) corresponded with Cassels and McCarthy regarding the Claims Procedure;

d) worked to resolve the Unresolved Claim as summarized above;

e) prepared the proposed Distribution Methodology; and

f) prepared this Sixth Report and reviewed all motion materials filed in connection with this motion.

5.0 Professional Fees

1. The fees (excluding disbursements and HST) of the Monitor from May 1, 2026 to June 30, 2026 are $9,798.25 and of Cassels from May 1 to June 30, 2026 are $17,421.50.

2. The average hourly rates for AlixPartners and Cassels for the referenced billing periods were $602.97 and $741.34, respectively.

3. Detailed invoices in respect of the fees and disbursements of the Monitor and Cassels are provided in appendices to the fee affidavits filed by the Monitor and Cassels attached as **Appendices "C"** and **"D"**, respectively.

4. The Monitor is of the view that the hourly rates charged by Cassels are consistent with the rates charged by large corporate law firms practicing in the area of corporate insolvency and restructuring in the Toronto market, that Cassels' billings reflect work performed consistent with the Monitor's instructions, and that the overall fees charged by Cassels and the Monitor are reasonable and appropriate in the circumstances.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully requests and recommends that the Court grant the Stay Extension and Distribution Order.

* * *

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
SOLELY IN ITS CAPACITY AS COURT-APPOINTED MONITOR
OF 1570499 B.C. LTD.
AND NOT IN ITS PERSONAL CAPACITY

Appendix “A”

Court File No. CL-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 27TH DAY
	)	
JUSTICE W.D. BLACK	)	OF OCTOBER, 2025

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the "**Applicant**")

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order amended and restating the Initial Order (the "**Initial Order**") issued on October 17, 2025 (the "**Initial Filing Date**") and extending the stay of proceedings provided for therein was heard this day by judicial videoconference.

ON READING the affidavit of Patrick Fejér sworn October 16, 2025 and the Exhibits thereto (the "**First Fejér Affidavit**"), the affidavit of Patrick Fejér sworn October 20, 2025 and the Exhibits thereto (the "**Second Fejér Affidavit**"), the consent of KSV Restructuring Inc. ("**KSV**") to act as the monitor (in such capacity, the "**Monitor**"), the Pre-Filing Report of KSV in its capacity as the proposed Monitor, the First Report of the Monitor dated October 22, 2025 and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, KSV, and such other parties as listed on the Participant Information Form, no other party appearing although duly served as appears from the Lawyer's Certificate of Service of Saneea Tanvir dated October 21, 2025.

AMENDING AND RESTATING INITIAL ORDER

1. **THIS COURT ORDERS** that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the Initial Filing Date:

(a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; and

(c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the

Applicant in carrying on the Business in the ordinary course after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant following the Initial Filing Date.

9. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing Date; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding $500,000 in any one transaction or $1,000,000 in the aggregate;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(c) pursue all avenues of refinancing, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

12. **THIS COURT ORDERS** that from the Initial Filing Date until and including December 17, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating to the

Arbitral Award (as defined in the First Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicant or the Monitor, or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this

Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Initial Filing Date are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

16. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the Initial Filing Date with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the Initial Filing Date or (b) are or may become due from the Applicant in respect of obligations arising prior to the Initial Filing Date with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of the Initial Filing Date, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

17. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Initial Filing Date, nor shall any Person be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any

obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. **THIS COURT ORDERS** that the current and future directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $650,000, as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraphs 43 and 45 herein.

21. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 19 of this Order.

APPOINTMENT OF MONITOR

22. **THIS COURT ORDERS** that KSV is, as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide

the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting in accordance with the Definitive Documents;

(d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis in accordance with the Definitive Documents;

(e) advise the Applicant in its development of the Plan and any amendments to the Plan;

(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' meetings for voting on the Plan;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant wherever located, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

24. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

26. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the

Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

27. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the Initial Filing Date, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $750,000, as security for their professional fees and disbursements incurred at their standard rates and charges, whether incurred prior to, on or after the Initial Filing Date in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 43 and 45 hereof.

DIP FINANCING

31. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Surbana Jurong Holdings (Canada) Ltd. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general

corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed $6,000,000 unless permitted by further Order of this Court.

32. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of October 16, 2025 (the "**Commitment Letter**"), filed.

33. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

34. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 43 and 45 hereof.

35. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon seven days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the

Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

36. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

KERP AND KERP CHARGE

37. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described and defined in the Second Fejér Affidavit, for the benefit of the KERP Employees (as defined in the Second Fejér Affidavit) is hereby approved and the Applicant is authorized and directed to make payments in accordance with the terms and conditions of the KERP, including the amount of $200,000 to be paid by the Applicant to the Monitor and held by the Monitor for the benefit of the KERP Employees pursuant to the KERP (the "**KERP Funds**").

38. **THIS COURT ORDERS** that upon receipt by the Monitor of the KERP Funds, the KERP Funds shall be held by the Monitor for the benefit of the KERP Employees. The Monitor shall be permitted to distribute the KERP Funds to the Applicant for payment to the applicable KERP Employees as and when required by the KERP, and, when in the hands of the Applicant or any payment processor, such KERP Funds shall be held for and on the behalf of the applicable KERP Employees.

39. **THIS COURT ORDERS** that payments made by the Applicant pursuant to the KERP do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that Applicant is authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor, or as may be ordered by this Court.

41. **THIS COURT ORDERS** that the KERP Employees shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the KERP Funds as security for the obligations of the Applicant under the KERP. The KERP Charge shall have the priority set out in paragraphs 43 and 45 hereof.

42. **THIS COURT ORDERS** that the unredacted version of the KERP, a copy of which is attached as Confidential Exhibit "1" to the Second Fejér Affidavit, shall be and is hereby sealed, kept confidential, and shall not form part of the public record unless otherwise ordered by the Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

43. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the DIP Lender's Charge and the KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $750,000);

Second – Directors' Charge (to the maximum amount of $650,000);

Third – KERP Charge (solely as against the KERP Funds); and

Fourth – DIP Lender's Charge (to the maximum amount of $6,000,000 plus interest and fees).

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

45. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

46. **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 rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

47. **THIS COURT ORDERS** that the Charges, the Commitment Letter and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender 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 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) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall 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 or resulting from the Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicant pursuant to this Order, the Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE

48. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the Initial Filing Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

49. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall haven no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

50. **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 at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/) 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. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court

further orders that a Case Website shall be established in accordance with the Protocol with the following URL https://www.ksvadvisory.com/experience/case/BHA.

51. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, e-mail 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, e-mail 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.

GENERAL

52. **THIS COURT ORDERS** that the Applicant or the Monitor 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 their powers and duties hereunder or in the interpretation or application of this Order.

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

54. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

55. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

57. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

_____

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

Court File No. CL-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

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Lawyers for the Applicant,
B+H Architects Corp.

Appendix “B”

Court File No.: CV-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 10TH
	)	
JUSTICE CONWAY	)	DAY OF FEBRUARY, 2026
	)	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO 1570499 B.C. LTD.

ORDER
(CLAIMS PROCEDURE ORDER)

THIS MOTION, made by the KSV Restructuring Inc., in its capacity as court-appointed monitor (the "**Monitor**") of 1570499 B.C. Ltd. ("**ResidualCo**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order (the "**Claims Procedure Order**"), among other things, approving a procedure for the identification and resolution or determination of certain claims against ResidualCo, was heard this day by judicial videoconference.

ON READING the Notice of Motion of the Monitor, the Fourth Report of the Monitor dated February 3, 2026 (the "**Fourth Report**"), and on hearing the submissions of counsel for the Monitor, ResidualCo, and such other parties as listed on the counsel slip, no other party appearing although duly served as appears from the Lawyer's Certificate of Service of Joshua Gordon dated February 4, 2026, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing the Notice of Motion, the Motion Record and the Fourth Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that for purposes of this Claims Procedure Order, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

(a) "**Approval and Reverse Vesting Order**" means the approval and reverse vesting order granted by the Honourable Justice Steele on January 2, 2026 in this proceeding;

(b) "**ARIO**" means the amended and restated initial order granted by the Honourable Justice Black on October 27, 2025 in this proceeding, as may be amended by further order of the Court;

(c) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(d) "**Claim**" means any right or claim of any Person that has been or may be asserted or made in whole or in part against ResidualCo, including, for any avoidance of doubt, any right or claim of any Person that has been or may be asserted or made in whole or in part against the Original Applicant, which were transferred to, assumed by, and vested in ResidualCo pursuant to the Approval and Reverse Vesting Order, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and whether or not liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could be asserted by way of set-off, counterclaim or otherwise which if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, had ResidualCo (or the Original Applicant) become bankrupt, but excluding the Excluded Claims;

(e) "**Claims Bar Date**" means 5:00 p.m. (Toronto time) on March 30, 2026;

(f) "**Claims Package**" means a document package to be provided by ResidualCo in accordance with the terms of this Claims Procedure Order, which shall consist of a copy of the Claims Procedure Order or a hyperlink to the Claims Procedure Order on the Monitor's Website, a Proof of Claim Instruction Letter, a Proof of Claim, and such other materials as the Monitor may consider appropriate or desirable;

(g) "**Claims Procedure**" means the procedures for the identification and resolution of Claims outlined in this Claims Procedure Order, including the Schedules hereto;

(h) "**Claims Schedule**" means the schedule prepared by ResidualCo, in consultation with the Monitor, which identifies the Claims in respect of each Creditor (which may be nil), as may be updated or amended from time to time;

(i) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

(j) "**Creditor**" means any Person asserting a Claim;

(k) "**Excluded Claims**" means Claims that may be asserted by any beneficiary of the Administration Charge (as defined in the ARIO), with respect to obligations secured by the Administration Charge;

(l) "**Filing Date**" means October 17, 2025;

(m) "**Monitor's Website**" means https://www.ksvadvisory.com/experience/case/BHA;

(n) "**Notice of Dispute**" means a notice delivered to the Monitor by a Creditor disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule "E"** and shall set out the reasons for the dispute;

(o) "**Notice of Revision or Disallowance**" means a notice informing a Creditor that the Monitor has revised or disallowed all or any part of such Creditor's alleged Claim set out in a Proof of Claim, which notice shall be substantially in the form

attached hereto as **Schedule "D"** and shall set out the reasons for such revision and/or disallowance;

(p) "**Notice to Creditors**" means the notice publicizing this Claims Procedure to be published in accordance with this Claims Procedure Order, substantially in the form of the notice attached as **Schedule "A"**;

(q) "**Original Applicant**" means B+H Architects Corp.;

(r) "**Person**" means any individual, general or limited partnership, firm, association, joint venture, trust, entity, corporation, limited or unlimited liability company, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or any other juridical entity howsoever designated or constituted;

(s) "**Proof of Claim**" means the form of Proof of Claim to be completed and filed by a Creditor in respect of any Claim, substantially in the form attached as **Schedule "C"**, which shall include all available supporting documentation in respect of such Claim;

(t) "**Proof of Claim Instruction Letter**" means a letter regarding the Claims Procedure containing instructions regarding the completion and return of a Proof of Claim, substantially in the form attached as **Schedule "B"** hereto;

(u) "**Proven Claim**" means the amount and classification of any Creditor's Claim as finally determined in accordance with the Claims Procedure; and

(v) "**Service List**" has the meaning given thereto in the ARIO.

NOTICE TO CREDITORS

3. **THIS COURT ORDERS** that as soon as possible following the issuance of this Claims Procedure Order and by no later than 5:00 p.m. (Toronto Time) on February 13, 2026:

(a) the Monitor shall post on the Monitor's Website a copy of the Claims Package, with schedules, and the Claims Schedule; and

(b) the Monitor shall by e-mail, or where no known e-mail is available, by prepaid ordinary mail or courier to the last known address as recorded in ResidualCo's books and records, send a copy of the Claims Package to: (i) each Person that appears on the Service List; (ii) each Person that has claimed to be a Creditor and requested a Claims Package prior to such date; and (iii) any Person known to ResidualCo or the Monitor as having a potential Claim based on the books and records of the Original Applicant and/or ResidualCo and any registrations under the *Personal Property Security Act* (Ontario) or similar legislation, provided that delivery to such Person's legal counsel or representative listed on the Service List, if any, shall be sufficient.

4. **THIS COURT ORDERS** that as soon as possible following the issuance of this Claims Procedure Order, the Monitor shall cause to be published the Notice to Creditors in *The Globe and Mail* (National Edition) and Insolvency Insider.

5. **THIS COURT ORDERS** that the Monitor shall, provided such request is received prior to the Claims Bar Date, deliver as soon as practically possible following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Creditor and requesting such Claims Package.

PROOFS OF CLAIM

6. **THIS COURT ORDERS** that all Creditors wishing to assert a Claim shall file with the Monitor a Proof of Claim, together with supporting documentation as is necessary to establish

such Claim, so that such Proof of Claim is received by the Monitor by no later than the Claims Bar Date. For greater certainty:

(a) no Person shall submit a Proof of Claim in respect of a Claim that is as against the Original Applicant and has not been transferred to, assumed by, and vested in ResidualCo pursuant to the Approval and Reverse Vesting Order; and

(b) no Person asserting a Claim shall be entitled to submit a placeholder claim or provide for any reservation of rights to add or amend a Proof of Claim at a later date, except with the consent of the Monitor or as specifically provided for herein.

7. **THIS COURT ORDERS** that any Creditor who does not file a Proof of Claim, together with supporting documentation, by the Claims Bar Date shall be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Claim against ResidualCo or its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**").

DETERMINATION OF CLAIMS

8. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claim filed on or before the Claims Bar Date and may accept, revise or disallow (in whole or in part) the amount and/or status of a Claim set out in any Proof of Claim. At any time, the Monitor may request additional information with respect to any Claim, and may request that the Creditor file a revised Proof of Claim.

9. **THIS COURT ORDERS** that if the Monitor determines to revise or disallow a Proof of Claim, then the Monitor shall send a Notice of Revision or Disallowance to the Creditor.

10. **THIS COURT ORDERS** that the Monitor may attempt to resolve the amount and/or status of any Claim with the Creditor on a consensual basis prior to accepting, revising or disallowing such Claim.

NOTICES OF DISPUTE

11. **THIS COURT ORDERS** that if a Creditor disputes a Notice of Revision or Disallowance received by it and intends to contest the Notice of Revision or Disallowance then such Creditor shall deliver a Notice of Dispute so that such Notice of Dispute is received by the Monitor by no later than 5:00 p.m. (Toronto time) on the date that is fourteen (14) calendar days after the date the Monitor sends the Notice of Revision or Disallowance to the applicable Creditor or such later date as the Monitor may agree in writing or the Court may order.

12. **THIS COURT ORDERS** that if a Creditor who receives a Notice of Revision or Disallowance fails to file a Notice of Dispute with the Monitor pursuant to paragraph 11, then (i) the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim, and (ii) the Creditor will be barred from disputing or appealing same, and the balance of such Creditor's Claim, if any, shall be forever barred and extinguished as against ResidualCo and its Property.

13. **THIS COURT ORDERS** that if a Notice of Dispute of Claim is received by the Monitor pursuant to paragraph 11, then the dispute set out therein shall either be resolved consensually by way of an agreement between the Monitor and the Creditor, or upon further Order of the Court.

14. **THIS COURT ORDERS** that, notwithstanding the other provisions of this Claims Procedure Order, the Monitor may make a motion to the Court for a final determination of a Claim at any time, whether or not a Notice of Revision or Disallowance has been sent by the Monitor, on full notice to each of ResidualCo and the applicable Creditor.

15. **THIS COURT ORDERS** that in the event that any dispute between the Creditor and the Monitor is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor may make a motion to the Court for directions, on notice to each of ResidualCo and the applicable Creditor.

ADEQUACY OF INFORMATION/CURRENCY

16. **THIS COURT ORDERS** that:

(a) the Monitor may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and filing of Proofs of Claim; and

(b) any Claims denominated in a currency other than Canadian dollars shall, for the purposes of this Claims Procedure Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be made by the Monitor using the Bank of Canada's foreign exchange rate on the Filing Date.

NOTICE OF TRANSFEREES

17. **THIS COURT ORDERS** that the Monitor shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless:

(a) actual written notice of the transfer or assignment, together with evidence of a valid transfer or assignment of the Claim satisfactory to the Monitor, has been received by the Monitor; and

(b) the Monitor has acknowledged in writing such transfer or assignment,

and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to the written acknowledgement by the Monitor of such transfer or assignment.

18. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or

assignment, and the Monitor shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 17 of this Claims Procedure Order and the Monitor has acknowledged in writing such transfer or assignment, the person last holding such Claim in whole as the Creditor in respect of such Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Claims Procedure Order.

19. **THIS COURT ORDERS** that the Monitor is under no obligation to give notice of a valid transfer or assignment made pursuant to this Claims Procedure Order to any Person other than the Creditor holding the Claim.

20. **THIS COURT ORDERS** that the transferee or assignee of any Claim:

(a) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of ResidualCo against any such transferor or assignor, including any rights of set-off which ResidualCo had against such transferor or assignor, and

(b) cannot use any transferred or assigned Claim to reduce any amount owing by the transferee or assignee to ResidualCo, whether by way of set-off, application, merger, consolidation or otherwise.

PROTECTIONS FOR THE MONITOR

21. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under: (i) the CCAA, (ii) the ARIO, (iii) the Approval and Reverse Vesting Order, and/or (iv) any other Order of the Court, is hereby directed and empowered to take

such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order or incidental thereto.

22. **THIS COURT ORDERS** that in carrying out the terms of this Claims Procedure Order:

(a) the Monitor shall have all the protections given to it by the CCAA, the ARIO, the Approval and Reverse Vesting Order, any other Order of this Court, and as an officer of this Court, as applicable;

(b) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Claims Procedure Order save and except for any gross negligence or willful misconduct on its part;

(c) the Monitor shall be entitled to rely on the books and records and any information provided by the Original Applicant and/or ResidualCo as well as documentation and information provided by others, including information and documentation provided by Creditors pursuant to this Claims Procedure Order, without independent investigation;

(d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books and records or information;

(e) the Monitor shall be authorized and empowered to assist any Creditor in the filing of a Proof of Claim; and

(f) the Monitor may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order from the Original Applicant and/or ResidualCo or any of their respective affiliates and legal counsel, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Procedure.

Nothing in this Claims Procedure Order shall derogate from the protections afforded to the Monitor by the CCAA, any other federal or provincial applicable law, the ARIO or the Approval and Reverse Vesting Order.

SERVICE AND NOTICE

23. **THIS COURT ORDERS** that ResidualCo and/or the Monitor be at liberty to deliver the Claims Package, and any letters, notices or other documents to Creditors, or other interested Persons, by forwarding true copies thereof by e-mail, or where no known e-mail is available, by prepaid ordinary mail or courier to the last known address as recorded in the Original Applicant's and/or ResidualCo's books and records and that any such service or notice by e-mail or courier shall be deemed to be delivered and received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the fourth Business Day after mailing.

24. **THIS COURT ORDERS** that the forms of notice to be provided in accordance with this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order and the Claims Bar Date on all Creditors and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

25. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Notices of Dispute) to be given under this Claims Procedure Order by a Creditor to the Monitor shall be in writing substantially in the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if given by e-mail addressed to:

KSV Restructuring Inc.
in its capacity as Court-appointed monitor of 1570499 B.C. Ltd.
220 Bay Street, Suite 1300, Box 20
Toronto, ON M5J 2W4
E-mail: ttrifunovic@ksvadvisory.com

with a copy to:

Cassels Brock & Blackwell LLP
Bay Adelaide Centre, North Tower
40 Temperance St, Suite 3200
Toronto, ON M5H 0B4
Attention: Joseph Bellissimo
Email: jbellissimo@cassels.com

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt if delivered by 5:00 pm (Toronto Time) on a Business Day, and if received after 5:00 pm or other than on a Business Day, then on the following Business Day. All Proofs of Claim and Notices of Dispute of Claims delivered by Creditors shall provide an e-mail address for such Creditor and any subsequent notices or other communications sent by ResidualCo or the Monitor to such Creditor pursuant to this Claims Procedure Order may be sent by e-mail to such address.

26. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is later amended by further order of the Court, the Monitor shall post such further order on the Monitor's Website, and such posting shall constitute adequate notice to Creditors of such amended Claims Procedure Order.

MISCELLANEOUS

27. **THIS COURT ORDERS** that this Claims Procedure Order does not and is not intended to provide for a distribution to Creditors but is solely for providing a process for submitting and adjudicating Claims.

28. **THIS COURT ORDERS** that ResidualCo may set off (whether by way of legal, equitable or contractual set-off) against the Claims of any Creditor, any claims of any nature whatsoever that ResidualCo may have against such Creditor arising prior to the entry of this Claims Procedure Order[1], provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law. If there is any dispute between ResidualCo and the applicable Creditor, however, neither the failure to assert set-off nor the allowance of any Claim hereunder shall constitute a waiver or release by ResidualCo of any such claim that ResidualCo may have against such Creditor.

29. **THIS COURT ORDERS** that ResidualCo and/or the Monitor may from time to time apply for such further or other advice and directions or relief as may be necessary or desirable to give effect to this Claims Procedure Order.

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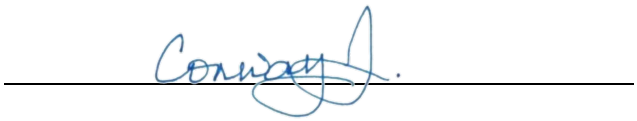
[1] For greater certainty, this includes any rights of set off held by the Original Applicant which were transferred to, assumed by, and vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory body or administrative body having jurisdiction in Canada to give effect to this Claims Procedure Order and to assist ResidualCo, the Monitor, and their respective agents in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to ResidualCo and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Procedure Order, to grant representative status to the Monitor in any foreign proceeding, or to assist ResidualCo and the Monitor and their respective agents in carrying out the terms of this Claims Procedure Order.

31. **THIS COURT ORDERS** that each of ResidualCo and/or the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Claims Procedure Order and for assistance in carrying out the terms of this Claims Procedure Order.

32. **THIS COURT ORDERS** that this Claims Procedure Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Claims Procedure Order, and is enforceable without any need for entry and filing.



SCHEDULE "A"

NOTICE TO CREDITORS

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO 1570499 B.C. LTD.

RE: NOTICE OF CLAIMS PROCEDURE

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made February 10, 2026 (the "**Claims Procedure Order**") in the proceedings of 1570499 B.C. Ltd. ("**ResidualCo**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") (the "**CCAA Proceedings**"). Defined terms used and not defined herein have the meanings given in the Claims Procedure Order.

On October 17, 2025, B+H Architects Corp. ("**BHA**") was granted protection under the CCAA. On January 2, 2026, BHA obtained an Approval and Reverse Vesting Order (the "**Approval and Reverse Vesting Order**") approving a reverse vesting transaction involving BHA pursuant to which Excluded Liabilities, Excluded Assets, Expunged Claims and Encumbrances (as defined in the Approval and Reverse Vesting Order) were vested in ResidualCo, effective upon closing of the transaction. The transaction closed on January 30, 2026, at which point pursuant to the Approval and Reverse Vesting Order, ResidualCo became an applicant in these CCAA Proceedings and BHA ceased to be an applicant and was released from the purview of the orders in the CCAA Proceedings.

KSV Restructuring Inc., in its capacity as the court-appointed monitor of ResidualCo (the "**Monitor**"), is conducting a claims process to call for Claims. This Claims Procedure is calling for Claims (as defined in the Claims Procedure Order) that have been or may be asserted in whole or in part against BHA which were transferred to, assumed by, and vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.

The Monitor will send or cause to be sent a Claims Package (that will include the form of Proof of Claim) to: (i) each Person that appears on the Service List, (ii) each Person that has claimed to be a Creditor and requested a Claims Package prior to such date; and (iii) any Person known to ResidualCo or the Monitor as having a potential Claim based on the books and records of ResidualCo and any registrations under the *Personal Property Security Act* (Ontario) or similar legislation, provided that delivery to such Person's legal counsel or representative listed on the Service List, if any, shall be sufficient.

Creditors may also obtain the Claims Procedure Order and a Claims Package from the Monitor's website at https://www.ksvadvisory.com/experience/case/BHA or by contacting the Monitor by telephone at ● or by e-mail at ●.

Completed Proofs of Claim and related documents must sent by e-mail and be <u>received</u> by the Monitor by 5:00 p.m. (Toronto time) on March 30, 2026 (the "Claims Bar Date"). It is your responsibility to complete the appropriate documents and ensure that the Monitor receives your completed documents by the Claims Bar Date.

Subject to the exclusions in the Claims Procedure Order, CLAIMS NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

The Monitor can be contacted at the following address to request a Claims Package or for any other notices or enquiries with respect to the Claims Procedure:

-

DATED at Toronto this . day of _____, 2026.

SCHEDULE "B"

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO 1570499 B.C. LTD.

A. CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) made February 10, 2026 (the "**Claims Procedure Order**") in the proceedings of 1570499 B.C. Ltd. ("**ResidualCo**") under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"), KSV Restructuring Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of ResidualCo, has been authorized to conduct a claims procedure (the "**Claims Procedure**") for the determination of Claims against ResidualCo.

This letter provides instructions for understanding and completing a Proof of Claim. Please note that capitalized terms that are not defined in this Instruction Letter shall have the meanings ascribed to them in the Claims Procedure Order.

Please review the Claims Procedure Order on the Monitor's Website (https://www.ksvadvisory.com/experience/case/BHA) for the complete procedure and relevant definitions.

If you have any questions regarding the Claims Procedure, please consult the Monitor's Website or contact the Monitor at the address provided below.

All notices and enquiries with respect to the Claims Procedure should be sent **by e-mail** addressed to:

KSV Restructuring Inc.
in its capacity as Court-appointed monitor of 1570499 B.C. Ltd.
220 Bay Street, Suite 1300, Box 20
Toronto, ON M5J 2W4
E-mail: ttrifunovic@ksvadvisory.com

with a copy to:
Cassels Brock & Blackwell LLP
Bay Adelaide Centre, North Tower
40 Temperance St, Suite 3200
Toronto, ON M5H 0B4
Attention: Joseph Bellissimo
Email: jbellissimo@cassels.com

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim, you must complete and submit a Proof of Claim along with any supporting documentation as described in Section E and F of the Proof of Claim.

Your Proof(s) of Claim must be sent by e-mail and received by 5:00 p.m. (Toronto time) on ●, 2026, the Claims Bar Date, failing which such Claim will be barred and extinguished, released and discharged forever.

Additional Proof of Claim forms and other information, including the Claims Procedure Order, can be obtained from the Monitor's Website at https://www.ksvadvisory.com/experience/case/BHA, or by contacting the Monitor at the telephone number or e-mail address indicated above and providing particulars as to your name, address and contact information.

It is your responsibility to ensure that the Monitor receives your Proof of Claim by the Claims Bar Date in respect of your Claims.

SCHEDULE "C"

PROOF OF CLAIM, PURSUANT TO THE CLAIMS PROCEDURE ORDER MADE FEBRUARY 10, 2026, AGAINST:

1570499 B.C. LTD. ("**ResidualCo**")

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: _____

2. Full Mailing Address of the Creditor (the original Creditor and not the Assignee):

_____

_____

3. Telephone number: _____

4. E-mail address: _____

5. Attention (Contact Person): _____

6. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?

Yes: _____ No: _____

7. Do you expect that the Claim will be reflected in the Proof of Claim filed by another Creditor (such as by a general contractor) [check (✓) one]?

Yes: _____ No: _____

B. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 6 IS YES):

8. Full Legal Name of Assignee(s): _____

(If Claim has been assigned, insert full legal name of assignee(s) of Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the require information)

9. Full Mailing Address of Assignee(s):

_____

_____

_____

10. Telephone number of Assignee(s): _____

11. E-mail address: _____

12. Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____
[name of Creditor or representative of the Creditor],

of _____ do hereby certify that:
[City and Province]

(a) I [check (✓) one]

☐ am the Creditor of ResidualCo; OR

☐ am _____ (state position or title) of the Creditor;

(b) I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Creditor has a Claim against ResidualCo as follows:

(i) TOTAL CLAIM: CDN$_____

<u>MINUS</u>

(ii) CDN $ _____, representing amounts recovered under the Claim from insurance coverage, or any other form of repayment from any source that has reduced the Claim amount.

D. NATURE OF CLAIM:

(check (✓) appropriate description)

☐ Regarding the amount of $_____, I claim a right to a priority.

☐ Regarding the amount of $_____, I hold security.

(Set out on an attached sheet details to support claim. See Section E below.)

E. EVIDENCE OF SECURITY

In order to file your Proof of Claim, evidence of the security or a basis for making a Claim are required. Attach any supporting documents to the Proof of Claim.

_____

_____

F. PARTICULARS OF CLAIM:

Other than as already set out herein the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim, and amount of invoices, description of the security granted by ResidualCo (or the Original Applicant, as defined in the Claims Procedure Order), to the Creditor and estimated value of such security.)

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (Toronto time) on ●, 2026 ("Claims Bar Date") by e-mail at the following address:

KSV Restructuring Inc.
in its capacity as Court-appointed monitor of 1570499 B.C. Ltd.
220 Bay Street, Suite 1300, Box 20
Toronto, ON M5J 2W4
E-mail: ttrifunovic@ksvadvisory.com

with a copy to:
Cassels Brock & Blackwell LLP
Bay Adelaide Centre, North Tower
40 Temperance St, Suite 3200
Toronto, ON M5H 0B4
Attention: Joseph Bellissimo
Email: jbellissimo@cassels.com

G. FILING OF CLAIM:

Failure to file your Proof of Claim as directed by the Claims Bar Date will result in your Claim being barred and in you being prevented from asserting or enforcing such Claim against ResidualCo.

Dated at _____ this _____ day of _____, 2026.

_____

Signature of Creditor

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE OF CLAIM
REFERENCE NUMBER _____

Please read carefully the Instruction Letter accompanying this Notice.

TO: **[insert name of creditor]**

KSV Restructuring Inc., in its capacity as the court-appointed monitor (in such capacity, the "**Monitor**") of 1570499 B.C. Ltd. ("**ResidualCo**") under the *Companies' Creditors Arrangement Act* (Canada), hereby gives you notice that the Monitor has reviewed your Proof of Claim and has revised or rejected your Claim or any part thereof or any information relating thereto, as follows:

The Proof of Claim as Submitted	The Claim/Information as Accepted

Reasons for Revision or Disallowance:

[insert explanation]

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

1. **If you dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto time) the date that is fourteen (14) Calendar Days after the date the Monitor sent you the Notice of Revision or Disallowance, notify the Monitor by delivery of a Notice of Dispute of Claim by e-mail in accordance with the accompanying Instruction Letter**. **The form of Notice of Dispute is enclosed.**

2. **IF YOU DO NOT DELIVER A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU AND YOUR CLAIM SHALL BE DEEMED TO BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE**.

DATED at Toronto, this _____, day of _____, 2026.

KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED MONITOR OF RESIDUALCO AND IN NO OTHER CAPACITY

SCHEDULE "E"
NOTICE OF DISPUTE

We hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____ issued in respect of our Claim.

Reasons for Dispute (attach extra sheets and copies of all supporting documentation if necessary):

_____

_____

_____

_____

Name of Creditor: _____

_____ _____

(Signature of individual completing this Dispute) Date

_____

(Please print name)

Telephone Number: _____

E-mail address: _____

Full Mailing Address: _____

_____

IN THE EVENT THAT YOU ARE DISPUTING A NOTICE OF REVISION OR DISALLOWANCE, THIS FORM MUST BE RETURNED TO THE MONITOR SUCH THAT IT IS <u>RECEIVED</u> NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DATE THAT IS FOURTEEN (14) CALENDAR DAYS AFTER THE DATE THE MONITOR SENT YOU THE NOTICE OF REVISION OR DISALLOWANCE.

THIS FORM MUST BE RETURNED <u>BY E-MAIL</u> TO:

KSV Restructuring Inc.
in its capacity as Court-appointed monitor of 1570499 B.C. Ltd.
220 Bay Street, Suite 1300, Box 20
Toronto, ON M5J 2W4
E-mail: ttrifunovic@ksvadvisory.com

with a copy to:
Cassels Brock & Blackwell LLP
Bay Adelaide Centre, North Tower
40 Temperance St, Suite 3200
Toronto, ON M5H 0B4
Attention: Joseph Bellissimo
Email: mailto: jbellissimo@cassels.com

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO 1570499 B.C. LTD

Applicant

Court File No. CL-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

ORDER
(CLAIMS PROCEDURE ORDER)

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Ryan Jacobs LSO #: 59510J
Tel: 416.860.6465
Fax: 416.360.8877
rjacobs@cassels.com

Joseph Bellissimo LSO #: 46555R
Tel: 416.860.6572
Fax: 416.360.8877
jbellissimo@cassels.com

Lawyers for the Monitor, KSV Restructuring Inc.

Appendix “C”

COURT FILE NO. CL-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1570499 B.C. LTD.

AFFIDAVIT OF NOAH GOLDSTEIN

(Sworn July 24, 2026)

I, Noah Goldstein, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Managing Director of AlixPartners Restructuring, Inc. ("**AlixPartners**"), the court-appointed monitor (the "**Monitor**") under the Companies' Creditors Arrangement Act (the "**CCAA**") of B+H Architects Corp. (the "**Company**").

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 17, 2025, the Company was granted protection under the CCAA and AlixPartners was appointed as the Monitor in these proceedings.

3. I have been involved in the management of this mandate since the proceedings commenced. As such, I have knowledge of the matters to which I hereinafter depose.

4. On July 24, 2026, the Monitor issued its Sixth Report to Court in which it provided an overview of its activities since the commencement of these proceedings and also provided information with respect to its fees.

5. I hereby confirm that attached as Exhibit "A" hereto are true copies of the accounts of AlixPartners for the periods indicated and confirm that these accounts accurately reflect the services provided by AlixPartners in these proceedings and the fees and disbursements claimed by it.

6. Additionally, attached hereto as Exhibit "B" is a summary of additional information with respect to all members of AlixPartners who have worked on this matter, including their hours and rates, and I hereby confirm that the list represents an accurate account of such information.

7. I consider the accounts to be fair and reasonable considering the circumstances connected with this administration.

8. I also confirm that the Monitor has not received, nor expects to receive, nor has the Monitor been promised any remuneration or consideration other than the amount claimed in the accounts.

SWORN BEFORE ME at the City of Toronto, on July 24, 2026.

Rajinder Kashyap, a Commissioner, etc., Province of Ontario, for AlixPartners Restructuring, Inc. Expires February 23, 2027

Noah Goldstein

This is Exhibit “A” referred to in the
Affidavit of Noah Goldstein sworn before
me, this 24th day of July, 2026

……

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for AlixPartners
Restructuring, Inc. Expires February 23, 2027

AlixPartners

1570499 B.C. Ltd.
c/o AlixPartners Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

July 17, 2026

Invoice No.: 5602
HST #:818808768RT0001

Re: 1570499 B.C. Ltd. (the "Company")

For professional services rendered between May 1 to June 30, 2026 by AlixPartners Restructuring, Inc.[1] as monitor (the "**Monitor**") appointed by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in the Company's proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**"), including:

General

- Corresponding with Cassels Brock & Blackwell LLP ("**Cassels**") the Monitor's legal counsel and McCarthy Tetrault LLP ("**McCarthy**"), the Company's legal counsel, as more fully detailed herein;

Court Matters

- Preparing the Monitor's fifth report to Court dated May 22, 2026 in connection with the Monitor's motion to, among other things, extend the stay of proceedings until July 31, 2026 (the "**Stay Extension Motion**");
- Corresponding with Cassels and McCarthy regarding the Stay Extension Motion;
- Reviewing and commenting on the motion materials filed in connection with the Stay Extension Motion, including:
  - the Motion Record dated May 22, 2026; and
  - the Factum of the Monitor dated May 27, 2026;
- Attending, virtually, the Stay Extension Motion on May 29, 2026;
- Reviewing the stay extension Order and Endorsement of the Court, each dated May 29, 2026.

[1] Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Monitor in these proceedings pursuant to an order dated June 3, 2026 issued by the Ontario Superior Court of Justice (Commercial List). The professionals involved in this mandate from the outset remain unchanged.

Claims Procedure

- Reviewing proofs of claim filed by creditors and corresponding with creditors regarding same;
- Preparing and issuing a notice of revision or disallowance to a creditor with respect to an invalid Claim against the Company;
- Corresponding with Cassels regarding insurance considerations with respect to a proof of claim;
- Updating a summary of all claims received before the claims bar date (March 31, 2026) and corresponding with Cassels regarding same;

Other

- Maintaining the Monitor's case website;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements per attached time summary	$	9,867.11
HST		1,282.72
Total due	$	11,149.83

B+H Architects Corp. (1570499 B.C. Ltd.)

Time Summary

For the Period May 1 to June 30, 2026

Personnel	**Rate ($)**	**Hours**	**Amount ($)**
Noah Goldstein	950	2.00	1,900.00
Jordan Wong	675	4.75	3,206.25
Tony Trifunovic	600	6.50	3,900.00
Other Staff and administration	200-285	3.00	792.00
Total fees			9,798.25
Out-of-pocket disbursements			68.86
Total fees and disbursements			9,867.11

This is Exhibit “B” referred to in the
Affidavit of Noah Goldstein sworn before
me, this 24th day of July, 2026

……

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for AlixPartners
Restructuring, Inc. Expires February 23, 2027

1570499 B.C. Ltd.
Time Summary
For the Period from May 1 to June 30, 2026

Personnel	Title	Hours	Billing Rate ($ per hour)	Amount ($)
Noah Goldstein	Managing Director	2.00	950	1,900.00
Jordan Wong	Director	4.75	675	3,206.25
Tony Trifunovic	Vice President	6.50	600	3,900.00
Other Staff and administration		3.00	200-285	792.00
Total fees		16.25		9,798.25
Average hourly rate				$ 602.97

Appendix “D”

Court File No.: CL-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1570499 B.C. LTD.

AFFIDAVIT OF NATALIE E. LEVINE
(sworn July 23, 2026)

I, Natalie E. Levine, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer qualified to practice law in Ontario and a Partner[1] with Cassels Brock & Blackwell LLP ("**Cassels**"), counsel for AlixPartners Restructuring, Inc., in its capacity as the monitor (in such capacity, the "**Monitor**") of 1570499 B.C. LTD., as appointed pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 17, 2025, as subsequently amended and restated by Order dated October 27, 2025 (as further amended from time to time, the "**ARIO**") and pursuant to the Order (Approval and Reverse Vesting Order) of the Court dated January 2, 2026 (the "**ARVO**"). As such, I have knowledge of the following matters.

2. During the period from May 1, 2026 to June 30, 2026, Cassels incurred fees and disbursements, including Harmonized Sales Tax ("**HST**"), in the amount of $20,277.01.

[1] My services are provided through a professional corporation.

Particulars of the work performed are contained in the invoices (together, the "**Invoices**", each an "**Invoice**") attached hereto as **Exhibit "A"**.

3. Attached hereto as **Exhibit "B"** is a summary of the respective years of call and billing rates of each individual at Cassels who acted for the Monitor.

4. Attached hereto as **Exhibit "C"** is a summary of each Invoice in Exhibit "A", the total billable hours charged per Invoice, the total fees charged per Invoice and the average hourly rate charged per Invoice. The average hourly rate charged by Cassels was $741.34.

5. To the best of my knowledge, the rates charged by Cassels are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings.

6. This affidavit is sworn in support of a motion to, among other things, seek approval of the fees and disbursements of counsel of the Monitor, and for no other or improper purpose.

AFFIRMED BEFORE ME by video conference on this 23rd day of July, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Joshua Moshe Gordon
Law Society of Ontario Number: 91617D

NATALIE E. LEVINE

This is Exhibit "**A**" referred to in the Affidavit of Natalie E. Levine, affirmed July 23, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Joshua Moshe Gordon
Law Society of Ontario Number: 91617D

<u>EXHIBIT "A"</u>
Copies of the Invoices issued to the Monitor
for fees and disbursements incurred by
Cassels Brock & Blackwell LLP

Cassels

Invoice No:	2331827
Date:	June 24, 2026
Matter No.:	057984-00020
GST/HST No.:	R121379572

B+H Architects Corp.
Suite 200 - 320 Bay Street
Toronto, ON M5H 4A6

Re: B+H Restructuring

Fees for professional services rendered up to and including May 31, 2026

Our Fees	17,035.00
Disbursements	561.75
Total Fees and Disbursements	17,596.75
HST @ 13.00%	2,243.51
TOTAL DUE (CAD)	**19,840.26**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King Street W,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 000247696

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter no.

Invoice No:	2331827
Matter No.:	057984-00020
Amount:	**CAD 19,840.26**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
May-06-26	J. Bellissimo	Email re insurance agreement; consider issues and emails with J. Wong; emails re same;	0.50
May-11-26	J. Bellissimo	Emails with J. Wong;	0.30
May-13-26	J. Bellissimo	Emails re court scheduling; emails with SDIC counsel;	0.80
May-15-26	J. Bellissimo	Emails with SDIC counsel; emails with J. Wong re same; emails with J. Wong re next motion;	0.50
May-19-26	J. Bellissimo	Emails re stay extension and report/fee approval motion;	0.50
May-19-26	J. Gordon	Correspondence with J. Bellissimo re draft motion materials;	0.10
May-21-26	J. Gordon	Drafting motion materials for the May 29, 2026, stay extension hearing; reviewing the Fifth Report of the Monitor and revising the motion materials; correspondence with J. Bellissimo re same;	6.30
May-21-26	J. Bellissimo	Emails and call with J. Wong re stay extension motion; review and revise draft 5th report; review and revise draft notice of motion, form of order and fee affidavit; emails re same; emails finalizing court materials and service of same;	1.80
May-22-26	J. Gordon	Drafting and finalizing motion materials for the May 29, 2026, stay extension and activity approval hearing; preparing motion record; correspondence with J. Bellissimo and J. Wong re same; correspondence with N. Levine re fee affidavit;	2.30
May-22-26	J. Bellissimo	Emails finalizing court materials and service of same; emails re same;	0.50
May-25-26	J. Gordon	Drafting factum in connection with the May 29, 2026, stay extension and activity approval hearing; correspondence with J. Bellissimo re same;	1.90
May-25-26	J. Bellissimo	Emails with J. Wong; emails with E. Cobb; emails with J. Gordon re motion factum;	0.50
May-27-26	J. Bellissimo	Review and revise factum; emails re same;	1.00
May-27-26	J. Gordon	Drafting factum and preparing for stay extension hearing including reviewing motion materials and the Monitor's Fifth Report;	3.50
May-28-26	J. Bellissimo	Emails re PCL claim agreement;	0.40
May-29-26	J. Gordon	Attending stay extension hearing before Justice Cavanagh; coordinating the filing of the draft order and participant information form;	0.90
May-29-26	J. Bellissimo	Prepare for motion hearing; attend motion hearing; review and revise notice of disallowance of claim; emails re same;	1.20

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	8.00	1,145.00	9,160.00

Name	Title	Hours	Rate	Amount
Gordon, Joshua	Associate	15.00	525.00	7,875.00
TOTAL (CAD)		**23.00**		**17,035.00**

Our Fees	17,035.00	
HST @ 13.00%	2,214.55	
TOTAL FEES & TAXES (CAD)		**19,249.55**

DISBURSEMENT SUMMARY		
Non-Taxable Disbursements		
NT Filing Fees	339.00	
Total Non-Taxable Disbursements	339.00	
Taxable Disbursements		
Copies	133.00	
Binding, Tabs, Disks, etc	17.32	
Delivery	72.43	
Total Taxable Disbursements	222.75	
HST @ 13.00%	28.96	
Total Taxable Disbursements & Taxes	251.71	
TOTAL DISBURSEMENTS & TAXES (CAD)		**590.71**

TOTAL FEES	**17,035.00**
TOTAL DISBURSEMENTS	**561.75**
TOTAL TAXES	**2,243.51**
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	**19,840.26**

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2325490	04/30/26	3,622.78	0.00	3,622.78
2327357	05/19/26	10,350.80	0.00	10,350.80
2331827	06/24/26	19,840.26	0.00	19,840.26
TOTAL (CAD)		**33,813.84**	**0.00**	**33,813.84**

Cassels

Invoice No:	2334843
Date:	July 16, 2026
Matter No.:	057984-00020
GST/HST No.:	R121379572

B+H Architects Corp.
Suite 200 - 320 Bay Street
Toronto, ON M5H 4A6

Re: B+H Restructuring

Fees for professional services rendered up to and including June 30, 2026

Our Fees	386.50
HST @ 13.00%	50.25
TOTAL DUE (CAD)	**436.75**

We are committed to protecting the environment.
Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: ***Email payment details to payments@cassels.com***

Canadian Dollar EFT and Wire Payments:
Bank of Nova Scotia
44 King Street W,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 000247696

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:
Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter no.

Invoice No:	2334843
Matter No.:	057984-00020
Amount:	**CAD 436.75**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

FEE DETAIL

Date	Name	Description	Hours
Jun-01-26	J. Bellissimo	Review issued order and endorsement; emails re same;	0.20
Jun-01-26	J. Gordon	Serving Stay Extension Order and Endorsement of Justice Cavanagh on the service list; correspondence with J. Bellissimo re same;	0.30

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Bellissimo, Joseph J.	Partner	0.20	1,145.00	229.00
Gordon, Joshua	Associate	0.30	525.00	157.50
TOTAL (CAD)		**0.50**		**386.50**

Our Fees	386.50	
HST @ 13.00%	50.25	
TOTAL FEES & TAXES (CAD)		**436.75**

TOTAL FEES	**386.50**
TOTAL TAXES	**50.25**
TOTAL FEES & TAXES (CAD)	**436.75**

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2325490	04/30/26	3,622.78	0.00	3,622.78
2327357	05/19/26	10,350.80	0.00	10,350.80
2331827	06/24/26	19,840.26	0.00	19,840.26
2334843	07/16/26	436.75	0.00	436.75
TOTAL (CAD)		**34,250.59**	**0.00**	**34,250.59**

This is Exhibit "**B**" referred to in the Affidavit of Natalie E. Levine affirmed July 23, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Joshua Moshe Gordon
Law Society of Ontario Number: 91617D

EXHIBIT "B"

Summary of Respective Years of Call and Billing Rates of Cassels Brock & Blackwell LLP for the period May 1, 2026 to June 30, 2026

Year of Call	Individual	Rate ($) (2026)	Total Fees Billed ($)	Total Hours Worked
2002	Joseph J. Bellissimo	1,145.00	9,389.00	8.20
2025	Joshua Gordon	525.00	8,032.50	15.30

This is Exhibit "**C**" referred to in the Affidavit of Natalie E. Levine affirmed July 23, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Joshua Moshe Gordon
Law Society of Ontario Number: 91617D

EXHIBIT "C"

Calculation of Average Hourly Billing Rates of Cassels Brock & Blackwell LLP for the period May 1, 2026 to June 30, 2026

Invoice No./ Period	Fees ($)	Disbursements ($)	HST ($)	Total Fees, Disbursements and HST ($)	Hours Billed	Average Billed Rate ($)
#2331827 (May 1, 2026 – May 31, 2026)	17,035.00	561.75	2,243.51	19,840.26	23.00	740.65
#2334843 (June 1 to June 30, 2026)	386.50	0.00	50.25	436.75	0.50	773.00
Total	**17,421.50**	**561.75**	**2,293.76**	**20,277.01**	**23.50**	**741.34**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1570499 B.C. LTD

Court File No. CL-25-00753537-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF NATALIE E. LEVINE
(SWORN JULY 23, 2026)

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Joseph Bellissimo LSO#: 46555R
Tel: 416.860.6572
jbellissimo@cassels.com

Joshua Gordon LSO#: 91617D
Tel: 416.869.5343
jgordon@cassels.com

Lawyers for the Monitor, AlixPartners Restructuring, Inc.