

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., SYMPHONY HOMES
(WAYBURN) LTD. and 663466 B.C. LTD.

PETITIONERS

NOTICE OF APPLICATION

Applicant: KingSett Mortgage Corporation ("**KingSett**").

To: The Service List attached as Schedule "A"

TAKE NOTICE that an application will be made by the applicant to the Honourable Justice Milman at the courthouse at 800 Smith Street, Vancouver, British Columbia on July 29, 2026 at 9:00 a.m. for the orders set out in Part 1 below.

KingSett estimates that the application will take 1 hour.

X This matter is not within the jurisdiction of an associate judge. This matter has been scheduled to be heard in front of the Honourable Justice Milman by Supreme Court Scheduling.

Part 1: ORDERS SOUGHT

1. An order substantially in the form attached hereto as Schedule "B":
 - (a) extending the stay of proceedings (the "**Stay**") granted in the amended and restated initial order of this Court made on June 26, 2026 (the "**ARIO**") up to and including September 11, 2026;
 - (b) expanding the enhanced powers of the monitor, AlixPartners Restructuring, Inc. (in such capacity, the "**Monitor**"); and

- (c) permitting the Monitor, on behalf of the Petitioners, to pay certain pre-filing obligations of the Petitioners.
- 2. An order (the “**Sealing Order**”) substantially in the form attached hereto as Schedule “C”, which authorizes the filing of the second affidavit of Daniel Pollack made July 22, 2026 in these proceedings (the “**Confidential Second Pollack Affidavit**”) under seal.
- 3. Such further and other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Background and Procedural History

- 4. Symphony Homes (Moonlight Sonata) Limited, formerly known as 1197101 B.C. Ltd., 1168386 B.C. Ltd., 1197030 B.C. Ltd., and 1197062 B.C. Ltd. (collectively, the “**Borrowers**”) and 663466 B.C. Ltd. (together with the Borrowers, the “**Debtors**”) are part of the “Symphony Homes Group” in the business of developing residential projects across the Greater Vancouver area.
- 5. At the time these proceedings were initiated, the Borrowers were developing a 130 unit residential townhome project in Burnaby, British Columbia (the “**Project**”), being financed by KingSett under various credit facilities.
- 6. Construction of the Project had stalled, and Project suppliers were not being paid in the ordinary course, which resulted in competing petitions by KingSett and the Petitioners for urgent relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”).
- 7. On June 1, 2026, KingSett filed a petition in Supreme Court of British Columbia Action No. S-264089 (the “**KingSett Action**”) seeking, among other things, to appoint the Monitor with enhanced powers to secure and maintain the Debtors’ property, complete the Project and facilitate an orderly realization process for the benefit of all stakeholders (collectively, the “**Enhanced Powers**”).

8. KingSett sought the Enhanced Powers as a result of the Debtors' significant financial and operational difficulties in advancing the Project, resulting in the cessation of construction, the accumulation of builders' lien claims and multiple defaults under the loan and security documents – including by failing to comply with reporting obligations, failing to make interest payments, and making improper withdrawals from its holdback account maintained pursuant to the *Builders Lien Act*.
9. On June 1, 2026, the court granted an order in the KingSett Action: (i) adjourning the hearing of KingSett's petition to June 8, 2026; (ii) requiring the Debtors to pay \$75,000, less amounts paid for payroll, to McEwan Cooper Kirkpatrick LLP (the "**Debtors' Counsel**"), which funds could only be distributed to pay certain critical suppliers; and (iii) requiring the Debtors to provide the Monitor access to any and all books and records reasonably requested by the Monitor (the "**June 1 Order**").
10. On June 5, 2026, the Debtors filed a petition in the within action seeking, among other things, the appointment of a monitor, but without the Enhanced Powers, allowing the Debtors to remain in possession and control of their assets and business, including the Project.
11. On June 8, 2026, the court granted an order, among other things, further adjourning the hearing of the competing petitions, permitting evidence filed in the KingSett Action to be relied on in the within action, and further requiring the Debtors to provide the Monitor with "access to any and all books and records of the [Debtors] as reasonably requested by the Monitor" (the "**June 8 Order**").
12. On the condition and understanding that the Debtors would cooperate with the Monitor, KingSett ultimately agreed to the initial order sought by the Debtors, subject to certain modifications.
13. As such, on June 17, 2026, this Court granted an initial order, which was subsequently amended and restated by the ARIO. The ARIO, among other things:
 - (a) appoints the Monitor with enhanced powers to:

- (i) monitor, operate and control the Debtors' bank accounts, including the bank account used by Symphony Homes (Wayburne) Ltd. as the *Builders Lien Act* holdback account, in such manner as the Monitor deems necessary and appropriate; and
 - (ii) approve all disbursements and purchase commitments over \$10,000 in any one transaction or \$25,000 in the aggregate;
 - (b) authorizes any interested party to apply to this Court to vary or amend the ARIO on notice to all parties on the Service List and to any other party(ies) likely to be affected by the order sought, or upon such other notice as this Court may order; and
 - (c) extends the Stay up to and including July 31, 2026.
14. As a result of the Debtors' conduct prior to and during these CCAA proceedings, as detailed below, KingSett submits it is necessary for the Monitor to be granted the Enhanced Powers to allow it to comply with its statutory duties, as well as to take over management of the Debtors' operations, including to facilitate the completion and sale of the Project for the benefit of all stakeholders and in furtherance of the objectives of the CCAA.

Concerns with the Debtors' Conduct

15. Since the commencement of these proceedings, additional information has emerged that calls into question the Debtors' conduct and good faith, and which only serves to heighten the concerns of KingSett regarding the Debtors' existing management. The Monitor has likewise expressed similar concerns in its most recent report. These concerns include: (1) conflicting bank statements and holdback account irregularities; (2) non-compliance with court orders; (3) material deposit deficiencies and concerns regarding the presale program; (4) the results of an independent Project report; (5) the withdrawal of the Debtors' counsel; and (6) the likelihood of a shortfall by KingSett on its security.

Conflicting Bank Statements and Holdback Account Irregularities

16. Following the granting of the ARIO, the Monitor took steps to monitor, operate and control the Petitioners' bank accounts.
17. The Monitor obtained two materially different bank statements for the same TD account that the Debtors identified as the Project's *Builders Lien Act* holdback account. The

statement provided by the Debtors reported a balance of approximately \$1.228 million as of June 30, 2026, whereas the statement obtained directly from TD reflected an overdraft balance of approximately (\$39.50) on the same date and no transaction history consistent with the statement provided by the Debtors.

18. Funds subsequently remitted to the Monitor as purported holdback funds were not transferred from the alleged holdback account. Instead, the funds were routed through an account belonging to Symphony Syndicate Corporation, a non-petitioner affiliate, before being remitted to the Monitor. The Debtors have not provided a satisfactory explanation for these discrepancies, despite repeated requests from the Monitor.
19. BTY, the independent quantity surveyor retained in connection with the Project, separately identified apparent deficiencies in the maintenance of the statutory holdback account. BTY estimated that approximately \$4.3 million should have been held in the holdback account based on construction costs incurred to date, yet reported that the account balance was only approximately \$1.5 million.
20. These unexplained discrepancies raise serious concerns regarding the Debtors' financial controls, ability to manage the Project, compliance with statutory holdback requirements, and the reliability of information provided to stakeholders and this Court's officer.

Non-Compliance with Court Orders

21. Since the granting of the ARIQ, the Monitor has also identified multiple instances of apparent non-compliance with this Court's orders.
22. Despite the ARIQ expressly providing that Monitor approval was required for all disbursements and purchase commitments exceeding \$10,000 in any single transaction or \$25,000 in the aggregate, banking records obtained by the Monitor directly from TD identified numerous transactions exceeding the ARIQ approval thresholds. These transactions were processed without the Monitor's knowledge or approval, including a transfer of \$150,000 made after the granting of the Initial Order.

23. These unauthorized withdrawals are also breaches under the terms of the Commitment Letter entered into by the Interim Lender (as those terms are defined in the ARIO) and the Debtors.
24. Additionally, notwithstanding the June 1 Order, the June 8 Order, the ARIO, and the agreement between KingSett and the Debtors pursuant to which KingSett consented to the granting of the Initial Order, the Debtors have repeatedly failed to respond to the Monitor's inquiries in a timely or satisfactory manner, or at all. The Second Report provides details of over 42 requests to the Debtors that remain unresolved.

Material Deposit Deficiencies and Presale Concerns

25. The Monitor has identified significant discrepancies relating to purchaser deposits. The 26 presale contracts provided by the Debtors indicate that purchaser deposits totaling \$4,170,155 should have been collected. However:
 - (a) the Debtors' records reflect deposits of only \$2,689,710; and
 - (b) the Debtors' solicitor reports holding only \$2,795,895 in trust on account of purchaser deposits.
26. Despite repeated requests, the Debtors have failed to provide any satisfactory explanation for these discrepancies. In the absence of further information, it is unclear whether:
 - (a) the Borrowers collected the full amount of the contracted deposits but failed to hold those funds in trust, thereby potentially jeopardizing the interests of presale purchasers and breaching s 18(1) of *Real Estate Development Marketing Act*; or
 - (b) failed to collect the full amount of the contracted deposits, which would not only be a breach of the Lending Agreement (as such contracts would not qualify as "Qualified Presales") but also a concern for KingSett, both in terms of the value of its collateral.
27. Additionally, a discrepancy has emerged regarding the number of presale contracts reportedly entered into by the Debtors. Prior to these proceedings, the Debtors reported to KingSett and provided copies of 28 presale contracts. However, during these proceedings,

the Debtors advised the Monitor that only 26 presale contracts exist. Despite requests from the Monitor, the Debtors have failed to explain this inconsistency.

The BTY Report

28. KingSett's concerns are further amplified by evidence that the Project has been completely mismanaged.
29. In its recent report to KingSett, the Debtors' own Project Manager, BTY Consultancy Group, set out a history of problems relating to the management of the Project by the Borrowers as well as failures in reporting and other matters. These include:
 - (a) the project experiencing repeated budget increases, including increases during 9 of the 14 reporting periods reviewed by BTY;
 - (b) the Borrowers repeatedly providing overly ambitious construction schedules;
 - (c) the Borrowers failing to advise of change orders in a timely manner and failing to advise of pending change orders;
 - (d) the Borrowers' attempt to convert the remaining for-sale units into a rental project introduced material scope uncertainty and strained management capacity;
 - (e) the Borrowers' holdback account not appearing to be maintained in line with the requirements of the *Builders Lien Act*;
 - (f) the Project incurring substantial carrying costs while construction has effectively stalled;
 - (g) BTY observing poor site conditions, including general disorganization and insufficient lighting, which raised concerns regarding the quality of on-site management; and
 - (h) reporting being inconsistent, which impaired BTY's loan-monitoring function and contributed to delayed funding, delayed trade payments, and reduced construction progress.

Withdrawal of the Debtors' Counsel

30. The Monitor recently received an email from counsel for the Borrowers advising that they no longer represent the Borrowers in these proceedings. KingSett is concerned that the

Borrowers' lack of legal counsel impairs the Borrower's ability to advance these restructuring proceedings and, just as significantly, the construction of the Project.

Likelihood of a Shortfall

31. Finally, as detailed in the Confidential Second Pollack Affidavit, KingSett is of the view that it stands to suffer a shortfall on its secured indebtedness, meaning the Debtors have no remaining equity in the Project.
32. In these circumstances, KingSett submits that it is necessary and appropriate for the Court to grant the Monitor the Enhanced Powers. The relief sought will enable the Monitor to take the steps required to stabilize the Debtors' operations, preserve and maximize the value of the Project, and facilitate the prompt recommencement of construction. Absent such relief, there is a material risk of further deterioration in the value of the Project to the prejudice of KingSett, presale purchasers, and other stakeholders.

Part 3: LEGAL BASIS

33. The Applicant relies on:
 - (a) the CCAA;
 - (b) the *Supreme Court Civil Rules*;
 - (c) the inherent and equitable jurisdiction of this Court; and
 - (d) such further and other legal basis as counsel may advise and this Honourable Court may allow.

The Monitor's powers should be expanded

34. Section 23 of the CCAA sets out a basic framework of the minimum mandatory duties and functions of the monitor under the CCAA, which may be augmented at the court's discretion.

35. Specifically, section 23(1)(c) of the CCAA requires the Monitor to “make, or cause to be made, any appraisal or investigation the monitor considers necessary to determine with reasonable accuracy the state of the company’s business and financial affairs”.
36. In the present case, the state of the Debtors’ business and financial affairs is unclear as the Debtors have simply ignored the Monitor’s requests for information, including with respect to the Holdback Account, and to reconcile the discrepancies regarding the pre-sale contracts and deposits. Such information is within the knowledge and control of the Debtors and there is no explanation as to why it has not been provided.
37. To date, the Monitor has been powerless to obtain the necessary information in order to meet its statutory duty to determine the state of the Debtors’ business and financial affairs. This conduct has also contributed to the ongoing delay in the recommencement of construction and increased the risk that the Project may not be completed by the time required under the pre-sale contracts.
38. Section 23(1)(k) of the CCAA expressly permits the Monitor to “carry out any other functions in relation to the company that the court may direct”.
- CCAA, s. 23(1)(k).
39. The general authority contained in section 11 together with section 23(1)(k) of the CCAA allows the Court to grant expanded powers to a monitor, where appropriate.
- CCAA, ss. 11, 23(1)(k)
40. Canadian courts have on numerous occasions expanded a monitor’s powers in appropriate circumstances, including by authorizing monitors to act as financial advisors to the parties or the court, to facilitate or mediate between management and creditors, to conduct litigation on behalf of debtors, and to fulfill certain functions of directors or managers. Courts have also expanded the role of the monitor in proceedings where requested by the secured creditors – particularly where existing management of the debtor company is either unable or unwilling to bring the required expertise to bear.

8640025 Canada Inc. (Re), 2018 BCCA 93 at para. 49;

Re Nortel Networks Corporation et al, 2017 ONSC 673 at paras. 6-8;
Arrangement relatif à Bloom Lake General, 2021 QCCS 2946 at paras. 73, 111;
Walter Energy Canada Holdings, Inc (Re), 2016 BCSC 1746 at para. 95;
Mountain Equipment Co-Operative (Re), 2020 BCSC 2037 at paras. 9-10;
Arrangement relatif à 9323-7055 Québec inc (Aquadis International Inc), 2020 QCCA 659 at
paras. 19, 62, 68;
Harte Gold Corp (Re), 2022 ONSC 653 at paras. 91-93.

41. In this case, KingSett has lost confidence in management, including as a result of the following actions or failings on the part of the Debtors:
- (a) improper withdrawals from the statutory holdback account;
 - (b) concerns regarding the veracity of the bank statement for the statutory holdback account provided to the Court by the Debtors;
 - (c) the failure to explain the discrepancy in the number of pre-sale agreements;
 - (d) the failure to explain the discrepancies between the deposit amount reported in the pre-sale agreements, by the Debtors to KingSett, and in the Debtors' solicitor's trust account;
 - (e) the unexplained withdrawal of the Debtors' counsel in these proceedings;
 - (f) the unauthorized withdrawals from the Debtors accounts after the ARIO was granted, resulting in a breach of the Commitment Letter;
 - (g) the failure to respond to the Monitor's various requests for information, despite the June 1 Order, the June 8 Order, the ARIO and its representations to KingSett that it would work with the Monitor in these proceedings; and
 - (h) historic and ongoing delays in the construction of the Project, as well as repeated budget increases, poor site maintenance and lack of timely reporting to BTY.
42. In the circumstances, the Project requires immediate oversight and authority to facilitate the advancement of these restructuring proceedings for the benefit of all stakeholders.
43. The Expanded Powers are necessary to enable the Monitor to:
- (a) fulfil its statutory duties to investigate and properly value the assets and the liabilities of the Debtors, including by determining which units remain available for presale and the necessary steps to recover missing deposits, if any;
 - (b) recommence construction of the Project to ensure its completion as required under the presale agreements;

- (c) maximize recovery for the Debtors' creditors as a result of its investigations, without further obfuscation from the Debtors; and
- (d) generally, facilitate the Debtors' restructuring.

Extension of the Stay of Proceedings is Appropriate

44. Subsection 11.02(2) of the CCAA permits the Court on an application made in respect of a debtor company to extend the stay of proceedings for a period that a court considers necessary on any terms that a court may impose. Subsection 11.02(3) of the CCAA provides that the Court shall not make the order extending the stay of proceedings unless:

- (a) The applicant satisfies the Court that circumstances exist that make the order appropriate; and
- (b) In the case of an order under subsection (2), the applicant also satisfies the Court that the applicant has acted, and is acting, in good faith and with due diligence.
CCAA, s. 14.02(2) and (3).

45. In determining whether the appropriate circumstances exist to extend the stay of proceedings, the Court should inquire whether the order advances the remedial purpose of the CCAA.

North American Tungsten Co. (Re), 2015 BCSC 1376 at para. 25.

46. KingSett submits that extending the Stay to September 11, 2026 is necessary and appropriate to:

- (a) the Monitor does not believe that any creditor will be materially prejudiced by the proposed extension of the Stay;
- (b) additional time is required to prepare and evaluate the Project construction budgets and mobilization plan;
- (c) the Cash Flow Forecast shows that the Debtors have sufficient liquidity to fund their operations and expenses in these CCAA proceedings through the proposed extended Stay period;

47. KingSett submits that it is acting in good faith and with due diligence, that no creditor will be materially prejudiced by the extension and that the extension of the Stay advances the remedial purposes of the CCAA.

Sealing Order is Appropriate

48. KingSett seeks the Sealing Order to seal the Confidential Second Pollack Affidavit.
49. The onus is on the applicant to establish that the following three core prerequisites for seeking an exception to the open court principle:
- (a) court openness poses a serious risk to an important public interest;
 - (b) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and,
 - (c) as a matter of proportionality, the benefits of the order outweigh its negative effects.
- Sherman Estate v. Donovan*, 2021 SCC 25 (“***Sherman Estate***”), at para. 38
50. The “general commercial interest of preserving confidential information” is an important public interest, as are other interests such as the administration of justice and other public objectives.
- Sherman Estate*, at paras. 41-43
51. The Confidential Second Pollack Affidavit contains highly sensitive commercial information, specifically the valuation of the Project. If the information in this affidavit were disclosed, it could prejudice the efficacy, integrity and results of future sale process of the Project or units. In turn, this would prejudice the creditors and other stakeholders of the Debtors.
52. There is no reasonable alternative measure to protect the valuation information in the Confidential Second Pollack Affidavit, and no stakeholder will be materially prejudiced by the requested Sealing Order, which applies only to a limited amount of information contained in the Confidential Second Pollack Affidavit.
53. The proposed Sealing Order is a proportional approach, recognizing the deleterious effects are relatively minimal and outweighed by the benefits of sealing the Confidential Second Pollack Affidavit. The Monitor supports the Sealing Order.

Payments to Critical Suppliers are Appropriate

54. KingSett also seeks authorization to permit the Debtors to make certain pre-filing payments, subject to prior consent of the Monitor.
55. Courts can authorize payments of certain amounts, including pre-filing amounts to suppliers, where the applicant is not seeking a charge in respect of critical suppliers. Courts consider the following factors when deciding whether to allow such pre-filing obligation payments:
 - (a) whether the goods and services are integral to the business of the applicant;
 - (b) whether the applicant is dependent on the uninterrupted supply of goods or services;
 - (c) whether the monitor is required to approve the pre-filing obligation payments;
 - (d) whether the monitor is supportive of the pre-filing payments and is willing to work with the applicant to ensure that payments of pre-filing liabilities are minimized;
 - (e) whether the applicant has sufficient inventory of goods on hand to meet its needs; and
 - (f) the impact on the applicant's ongoing operations and ability to restructure if it were unable to make pre-filing payments to its critical suppliers.

Cinram International Inc, Re, 2012 ONSC 3767, para 68.

56. It is appropriate for this Court to approve payment of the Pre-Filing Payments as such payments are all necessary to protect the Debtors' essential business relationships and ensure continued access to critical services and supplies.

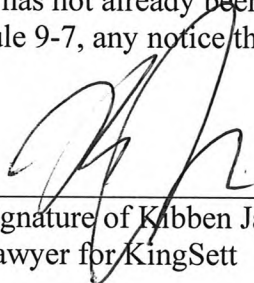
Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Daniel Pollack, to be filed;
2. Affidavit #2 of Daniel Pollack Affidavit, made July 22, 2026; and
3. Second Report of the Monitor, dated July 21, 2026.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the Company 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: 21-Jul-2026



Signature of Kibben Jackson
Lawyer for KingSett

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs of Part 1 of this Notice of Application

☐ with the following variations and additional terms:

.....
.....
.....

Date:

.....
Signature of ☐ Judge ☐ Master

The Solicitors for the KingSett are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 4786 Facsimile: +1 604 631 3232. (Reference: Kibben Jackson/311780.00068)

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- X amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- X none of the above

SCHEDULE "A"
SERVICE LIST

No. S-264225
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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and 663466 B.C. LTD.

PETITIONERS

SERVICE LIST

As of July 10, 2026

McEwan Cooper Kirkpatrick LLP	Osler, Hoskin & Harcourt LLP
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AlixPartners Restructuring, Inc. Attention: Noah Goldstein Murtaza Tallat Martin Kosic Email: ngoldstein@ksvadvisory.com mtallat@ksvadvisory.com mkosic@ksvadvisory.com <i>The Monitor</i>	Fasken Martineau DuMoulin LLP Attention: Kibben Jackson Heidi Esslinger Email: kjackson@fasken.com hesslinger@fasken.com jbeaulieu@fasken.com <i>Counsel for Kingsett Mortgage Corporation</i>
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SCHEDULE "B"
FORM OF EXPANDED POWER ORDER

(See Attached).

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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(WAYBURNE) LTD., and 663466 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Enhanced Powers and Stay Extension)

BEFORE THE HONOURABLE) July 29, 2026
JUSTICE MILMAN)
)

ON THE APPLICATION of KingSett Mortgage Corporation (“**KingSett**”) coming on for hearing at Vancouver, British Columbia, on July 29, 2026; AND ON HEARING Kibben Jackson, counsel for KingSett, and those other counsel listed on Schedule “A” hereto; AND UPON READING the materials filed, including the Second Report of AlixPartners Restructuring, Inc. (the “**Monitor**”) dated July [●], 2026, Affidavit #1 of Daniel Pollack made July [●], 2026, and Affidavit #2 of Daniel Pollack made July [●], 2026; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the “**CCAA**”), the *British Columbia Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of the notice of application for this order and the materials filed in support is hereby abridged such that this application is properly returnable today.

EXTENSION OF STAY PERIOD

2. The Stay Period, as defined in the amended and restated initial order of this Court made herein on June 26, 2026 (the “**ARIO**”) is hereby extended until September 11, 2026.

EXPANDED POWERS

3. The ARIO is hereby varied by deleting paragraph 24 thereof and replacing it with the following paragraph:

24. In addition to the powers and duties of the Monitor set forth above, and in addition to its prescribed rights and obligations under the CCAA and applicable law, the Monitor is empowered and authorized, but not obligated, to exercise any powers the Monitor deems appropriate which may be properly exercised by the board of directors or any officers of the Petitioners, on behalf of and in the name of the Petitioners, including without limitation the power to:

- a) cause the Petitioners to take any action permitted to be taken by the Petitioners generally and pursuant to the CCAA, this Order or any other order made in these proceedings, including, but not limited to, winding down the Business, liquidating the Property, making distributions or payments, and such other activities as may, in the Monitor’s sole discretion, be necessary or appropriate;
- b) take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
- c) receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocating any Property, engaging independent security personnel, taking physical inventories, and placing insurance coverage;
- d) manage, operate, and carry on the Business, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on

all or any part of the Business, or cease to perform any contracts of the Petitioners relating thereto;

- e) engage, retain or terminate the services of, or cause the Petitioners to engage, retain or terminate the services of, any officer, employee, consultant, representative, advisor, or other person, all under the supervision and direction of the Monitor, as the Monitor, in its sole discretion, deems necessary or appropriate to assist with the exercise of its powers and duties under this Order;
- f) facilitate or assist in the preparation, filing and remittance of the Petitioners' statutory tax and financial requirements, including employee-related remittances, T4 statements, and records of employment, in each case based solely upon the information available from the Petitioners' books and records on the basis that the Monitor shall incur no liability or obligation to any person with respect of such filings or remittances;
- g) deal with any regulatory authority in respect of the Property, including to execute any appointment or authorization form on behalf of the Petitioners that any regulatory authority may require to confirm the Monitor's appointment as an authorized representative of the Petitioners for such purposes;
- h) purchase or lease such machinery, equipment, inventories, supplies, premises, or other assets in order to preserve and carry on the Business;
- i) receive and collect all monies and accounts now owed or hereafter owing to the Petitioners and to exercise all remedies of the Petitioners in collecting these amounts, including, without limitation, enforcement of any security held by the Petitioners;
- j) operate and control, on behalf of the Petitioners, all of the Petitioners' existing accounts at any financial institution (each an "**Account**" and collectively the "**Accounts**") in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including without limitation, to:
 - i. exercise control over the funds credited to or deposited in the Accounts;

- ii. effect any disbursement from the Accounts permitted by this Order or any other order granted in these proceedings;
- iii. give instructions from time to time with respect to the Accounts and the funds credited to or deposited therein, including to transfer the funds credited to or deposited in such Accounts to such other account or accounts as the Monitor may direct; and
- iv. add or remove persons having signing authority with respect to any Account or to direct the closing of any Account;

and the financial institutions maintaining such Accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer payment, collection or other action taken in accordance with the instructions of the Monitor as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions, and such financial institutions shall be authorized to act in accordance with and in reliance upon the instructions of the Monitor without any liability in respect thereof to any person;

- k) settle, extend, or compromise any indebtedness owing to the Petitioners;
- l) execute, assign, issue, and endorse documents of whatever nature in respect of any of the Property for any purpose pursuant to the CCAA, this Order and any other order made in these proceedings;
- m) undertake environmental or workers' health and safety assessments of the Property and operations of the Petitioners relating thereto;
- n) initiate, continue, manage, and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Property, including initiating, prosecuting, continuing, defending, settling, or compromising the proceedings;

- o) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor considers appropriate;
- p) sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Court, including to execute any conveyance or other closing documents in relation to such a transaction;
- q) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- r) apply for any permits, licences, approvals, or permissions as may be required by any governmental authority relating to the Property, and any renewals thereof;
- s) deal with any liens claims that have been or may be registered, as the case may be, or which arise in respect of the Property, including any part or parts thereof;
- t) cause the Petitioners (or any of them) to take such steps as the Monitor determines may be necessary or appropriate to comply with the British Columbia *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41;
- u) enter into agreements with any trustee in bankruptcy appointed in respect of the Petitioners, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Petitioners;
- v) exercise any shareholder, partnership, joint venture, or other rights which the Petitioners may have;
- w) terminate the services of any officer, employee, consultant, representative, advisor, or other persons;
- x) pay any outstanding Wages;
- y) effect any and all corporate governance actions for and on behalf of the Petitioners;

z) in accordance with the CCAA and this Order, disclaim any contracts to which any of the Petitioners is a party; and

aa) take any steps reasonably incidental to the exercise by the Monitor of the powers listed herein or in the performance of any statutory obligation

and in each case where the Monitor takes any such steps or actions, it shall be exclusively authorized and empowered to do so on behalf of the Petitioners, to the exclusion of all other Persons, including the Petitioners' directors, officers, employees and other representatives and without interference from any other Persons.

4. Notwithstanding anything contained in this Order, the Monitor is not and shall not be deemed to be a director, officer or employee of the Petitioners (or any of them).

PAYMENT OF PRE-FILING OBLIGATIONS

5. The ARIO is hereby varied by deleting paragraph 5 thereof and replacing it with the following paragraph:

5. The Monitor shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:

(a) amounts owed to the Petitioners' suppliers up to the aggregate amount of \$500,000, provided that the Monitor is satisfied that such payments are necessary to ensure the continued supply of goods or services that are critical to the construction of the Petitioners' project that is the subject of these proceedings; and

(b) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively, "**Wages**").

GENERAL

6. Endorsement of this order by counsel, other than counsel for KingSett, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Kibben Jackson
Lawyer for KingSett

BY THE COURT

REGISTRAR

Schedule “A”

LIST OF COUNSEL

Counsel Name	Party Represented
Mary Buttery, K.C. and Christian Garton	AlixPartners Restructuring, Inc. (the Monitor)

SCHEDULE "C"
FORM OF SEALING ORDER

(See Attached).

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

IN THE MATTER OF THE SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD.,
and 663466 B.C. LTD.

PETITIONERS

SEALING ORDER

BEFORE THE HONOURABLE)
) July 29, 2026
JUSTICE MILMAN)

ON THE APPLICATION of KingSett Mortgage Corporation ("**KingSett**") coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING Kibben Jackson, counsel for KingSett, and those other counsel listed on Schedule "A" hereto; AND UPON READING the materials filed, including Affidavit #2 of Daniel Pollack made July __, 2026 (the "**Affidavit**"); AND PURSUANT TO the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The following documents are to be sealed by the Registrar of this Honourable Court for the duration noted:

Description:	Date filed, if applicable	Number of copies filed, including any extra copies for the judge.	Duration of sealing order: <i>(until further order of the Court; until the first day of trial; or until a specific date)</i>	Sought	Granted	
					YES	NO
1a) Specific Documents Affidavit #2 of Daniel Pollack	To be filed	1	Until further order of this	☒	☐	☐

made July __, 2026			Court.			
1b) Entire File				☐	☐	☐
2) Clerk's Notes				☐	☐	☐
3) Order				☐	☐	☐
4) Reasons for Judgment				☐	☐	☐

2. Access to the Affidavit is restricted to further order of the court.
3. Endorsement of this Order by counsel appearing on this application other than counsel for KingSett is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Kibben Jackson
Lawyer for KingSett Mortgage Corporation

BY THE COURT

REGISTRAR

Schedule A – Appearance List

Counsel	Party

No. S-264225
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

IN THE MATTER OF THE SYMPHONY HOMES (MOONLIGHT
SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD.,
and 663466 B.C. LTD.

PETITIONERS

SEALING ORDER

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Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Kibben Jackson

E-mail: kjackson@fasken.com

Matter No: 311780.00068