

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF 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

Name of applicant: AlixPartners Restructuring, Inc. in its capacity as court-appointed monitor of the Petitioners (the "**Monitor**")

To: The Service List attached as **Schedule "A"**

TAKE NOTICE that an application will be made by the applicant to Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, BC on October 5, 2026 at 10:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 75 minutes.

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. An order substantially in the form attached hereto as **Schedule "B"** (the "**CM and DM Order**"):
 - (a) approving a CCDC 5A Construction Management Contract (the "**Townline CM Agreement**") between the Petitioners and Townline Construction Inc. ("**Townline Construction**");
 - (b) approving a Development Management Agreement (the "**Townline DM Agreement**") between the Petitioners and Townline Developments Inc. ("**Townline Development**");
 - (c) approving an amendment to the Interim Financing Facility (as defined below), and approving increased borrowings under such facility from \$1,000,000 to \$7,500,000;

- (d) reducing the Administration Charge (as defined below) by \$50,000 and removing the Petitioners' counsel from the benefit of the charge; and
 - (e) extending the Stay Period (as defined below) until December 18, 2026.
2. Such other orders, directions, and declarations as counsel for the Monitor may advise and this Court may deem appropriate in the circumstances.

Part 2: FACTUAL BASIS

Background

3. The Petitioners are a group of companies involved in the ownership and construction of the "Moonlight Sonata" townhouse development project in Burnaby, British Columbia (the "**Project**"). The Project consists of three planned phases, being 51 for-sale townhomes in Phase 1A, 40 rental townhomes in Phase 1B, and 39 for-sale townhomes in Phase 2.
4. On June 17, 2026, this Court granted an initial order (the "**Initial Order**"), under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("**CCAA**") among other things:
- (a) granting a stay of proceedings in respect of the Petitioners until June 26, 2026 (the "**Stay Period**");
 - (b) authorizing the Petitioners to borrow under an interim financing credit facility made available by KingSett Mortgage Corporation ("**KingSett**") up to the maximum principal amount of \$27,900,000 (the "**Interim Financing Facility**"), provided that borrowings shall not exceed \$500,000 unless permitted by further order of the Court;
 - (c) granting an "Administration Charge" and an "Interim Lender's Charge" against the property of the Petitioners; and
 - (d) authorizing the Monitor to operate and control the bank accounts of the Petitioners, and requiring Monitor approval for disbursements over \$10,000 in any one transaction, or \$25,000 in the aggregate (the "**Disbursement Threshold**").
5. On June 26, 2026, this Court granted an amended and restated initial order (the "**ARIO**"), among other things:
- (a) extending the Stay Period to July 31, 2026;
 - (b) increasing authorized borrowing under the Interim Financing Facility to \$1,000,000; and
 - (c) adding Symphony Homes (Wayburne) Ltd. ("**Symphony Wayburne**") as a Petitioner in these proceedings.

6. Following the discovery of several concerns detailed in the Second Report of the Monitor filed on July 22, 2026, including false bank statements and breaches of the Disbursement Threshold, KingSett brought an application for the Monitor to be given enhanced powers over the Petitioners.
7. On July 29, 2026, this Court granted an order (the “**Enhanced Powers Order**”), among other things:
 - (a) extending the Stay Period to September 11, 2026; and
 - (b) granting exclusive enhanced powers to the Monitor, including 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 (the “**Enhanced Powers**”).
8. On July 31, 2026, the Monitor (on behalf of the Petitioners) and KingSett executed an amendment to the Interim Financing Facility to add Symphony Wayburne as a borrower entity (the “**Amended Interim Financing Facility**”). The Amended Interim Financing Facility was later corrected to fix inadvertent errors describing the borrower parties, before seeking this Court’s approval of the amendment on this application.
9. On August 18, 2026, the Petitioners filed a notice of appeal seeking leave to appeal the Enhanced Powers Order. The leave to appeal application is scheduled for October 27, 2026. The Petitioners have not applied for a stay.
10. On September 10, 2026, the Stay Period was further extended to October 9, 2026.

The Townline Agreements

11. Following the granting of the Enhanced Powers Order, the Monitor undertook a review of the Petitioners’ construction and development arrangements to assess feasibility of the Project. The Monitor, in consultation with KingSett, determined that the planned Phase 1A and Phase 1B of the Project should be completed in these CCAA proceedings to maximize stakeholder value, including for presales purchasers.
12. On August 4, 2026, the Monitor issued a disclaimer of the Petitioners’ CCDC 5B Construction Management Contract with Symphony Homes Limited (“**SHL**”), an entity affiliated with the Petitioners. SHL has not disputed this disclaimer.
13. Immediately afterwards, the Monitor sent a request for proposals (the “**RFP**”) to four proponents, including SHL, to solicit new construction management and development management proposals for the Project.
14. As detailed in the Fourth Report of the Monitor filed on September 29, 2026 (the “**Fourth Report**”), the Monitor received and reviewed proposals from all four RFP proponents, and ultimately selected Townline Construction and Townline Development (collectively, “**Townline**”) as the best overall proponent, because:

- (a) Townline is an established builder and developer with over 45 years of experience delivering residential projects across British Columbia, including builds and circumstances similar to the Project;
 - (b) Townline has specific experience in the City of Burnaby, including local constructability knowledge, familiarity with municipal policy and existing relationships with the City of Burnaby and other government agencies, and prior working relationships with several of the Project's existing consultants;
 - (c) Townline's proposed fees and staffing costs, although not the lowest from the proposals received, are at market rates and are reasonable for the Project's size and complexity; and
 - (d) KingSett supports the selection of Townline.
15. The Monitor informed Townline that it was selected as the successful RFP proponent on August 20, 2026, and began negotiations of the Townline CM Agreement and the Townline DM Agreement (collectively, the "**Townline Agreements**").
16. In the meantime on September 2, 2026, the Monitor entered into a contract with Townline (the "**Site Preservation Agreement**") for the provision of limited interim services to stabilize the Project site and conduct preliminary site preparation and administrative work.
17. Key commercial terms of the Townline CM Agreement include:
- (a) **Scope of services:** Townline Construction is to provide pre-construction, construction, and post-construction services during all phases and following the completion of the Project.
 - (b) **Phases:** work is divided into prescribed pre-construction, construction, and post-construction phases, and work may not advance to the subsequent phase without Petitioner approval. Further, an advancement to Phase 1B of the Project will only commence with written Monitor approval.
 - (c) **Fees:** Townline Construction fees are: (i) \$85,000 for performing the Site Preservation Agreement services; (ii) 3% of "Construction Costs" (as defined in the Townline CM Agreement); (iii) time-based rates for personnel performing certain time-based services; and (iv) expense reimbursement, plus a 3% administrative fee.
 - (d) **Bonus and incentives:** Townline Construction may receive additional bonus or incentive payments if it completes Phase 1 at a total cost below prescribed thresholds, and/or if all presales units are completed within prescribed deadlines.
 - (e) **Trade contractors:** the Petitioners contract directly with trade contractors. Townline Construction must solicit bids for contractor engagement scopes over \$50,000.
18. Key commercial terms of the Townline DM Agreement include:

- (a) **Scope of services:** Townline Development is to provide services including planning and design, overseeing budgeting, funding, and record keeping, coordinating and obtaining government approvals, overseeing the sales and marketing programs, assisting in contract negotiations, overseeing occupancies and overseeing the warranty program.
- (b) **Fees:** Townline Development fees are: (i) \$40,000/month for the first six months, then \$28,500/month thereafter until the closing of Phase 1; (ii) \$28,500/month until the closing of Phase 2 (subject to conditions); (iii) a one-time, one-month payment of \$28,500 to account for managing the occupancy and registration processes for purchasers and tenants (subject to conditions); (iv) prescribed hourly fees if certain additional work is requested by the Petitioners post-closing; and (v) an incentive up to \$250,000 if certain measures requested by the Petitioners are achieved.
- (c) **Regulatory compliance:** Townline Development (and its marketing affiliate) are responsible for compliance with the *Real Estate Development Marketing Act* (British Columbia), and assisting the Petitioners and the Monitor in compliance with the *Homeowner Protection Act* (British Columbia).

Interim Financing Facility and Construction Budget

- 19. An updated construction budget is required in order to secure financing for the full scopes of work on the Project. The Monitor, in consultation with KingSett and Townline, is working with BTY Group (“BTY”), the quantity surveyor for the Project, to quantify expected Project costs and produce a full construction budget (the “**Construction Budget**”). Work on the Construction Budget is currently ongoing as detailed in the Fourth Report.
- 20. In the meantime, the Monitor reports that for the benefit of all stakeholders, construction work on Phase 1 should restart while the Construction Budget is being finalized, because:
 - (a) the deadline to complete presale units is in May 2027, and remaining work must start as soon as possible to meet that deadline; and
 - (b) existing construction work may deteriorate if the site remains inactive.
- 21. Restarting construction work on Phase 1 requires increased borrowing under the Amended Interim Financing Facility. The Monitor has discussed funding requirement with KingSett and Townline, and recommends an increase of borrowing availability to \$7,500,000 (the “**Borrowing Increase**”), in alignment with the proposed extension to the Stay Period and the cash flow forecast appended to the Fourth Report.

The Administration Charge

- 22. The Administration Charge was granted at the outset of these CCAA proceedings, when the Petitioners were conducting these proceedings as debtors-in-possession, and counsel to the Petitioners was responsible for preparing and making all applications required to advance the restructuring. \$50,000 of the charge was assigned to the Petitioners’ counsel.

23. Pursuant to the Enhanced Powers Order, the Monitor is now responsible for managing the business and affairs of the Petitioners, and the Monitor and its counsel are responsible for preparing and making applications required to advance the restructuring.
24. The Monitor is seeking an amendment to the Administration Charge to remove counsel to the Petitioners as a beneficiary of the charge, and correspondingly reduce the total charge amount by \$50,000 (the "**Administration Charge Amendment**").
25. The Monitor understands that the \$50,000 securing the Petitioners' counsel's fees is currently fully encumbered by the amounts owing to McEwan Partners, former counsel to the Petitioners at the outset of the CCAA Proceedings. If the Administration Charge Amendment is approved, the Monitor intends to pay the \$50,000 owing to McEwan Partners so that in effect, the priority to those past fees is preserved, but fees owed to the Debtors' new counsel in its reduced role are no longer secured.

Extension of the Stay Period

26. As detailed in the Fourth Report, the Monitor's recent activities to advance the Project have included:
 - (a) negotiations with Townline and securing the Townline Agreements;
 - (b) requesting and developing the Construction Budget to plan costs for the completion of Phase 1 and Phase 2; and
 - (c) negotiating increased Amended Interim Financing Facility availability to secure the required construction funding to restart work on Phase 1; and
 - (d) taking other steps to prepare for restarting construction on the Project.
27. If the proposed CM and DM Order is approved, the next steps in the restructuring will include a restart of Phase 1 construction, completion of the Construction Budget, and securing financing for the full scope of work to put the Project back on track for the benefit of all stakeholders. To advance this work, the Monitor seeks an extension of the Stay Period (the "**Stay Extension**") to and including December 18, 2026.
28. The Monitor has prepared an updated cash flow forecast up to the end of the proposed Stay Extension (the "**Cash Flow Forecast**"). The Cash Flow Forecast confirms that the Petitioners will have sufficient liquidity to continue meeting financial obligations during the period of the Stay Extension.

Part 3: LEGAL BASIS

29. The Monitor relies upon: the CCAA; the Supreme Court Civil Rules; the inherent jurisdiction of this Honourable Court; and such other legal basis as counsel may advise and this Honourable Court may permit.

The Townline Agreements should be approved

30. Section 11 of the CCAA provides the Court with authority to allow debtors to enter into contracts to facilitate restructuring efforts. This includes the retention of experts, particularly where existing management does not have the required expertise. When assessing these contracts, the Court should consider if the proposed engagements are “desirable” and “necessary”.

Walter Energy Canada Holdings, Inc. (Re), 2016 BCSC 107 at 25-27;
Victorian Order of Nurses for Canada (Re), 2015 ONSC 7371 at 27

31. When approving the engagement of a new construction manager, Canadian insolvency Courts have expressly considered:

- (a) the experience of the construction manager in building similar projects; and
- (b) the support of secured creditors.

KingSett Mortgage Corporation et al. v. Vandyk-Uptowns Limited et al.,
2024 ONSC 6205 at 20-21 and 33-35

32. In this case, the Townline Agreements should be approved:

- (a) Townline was selected through a competitive RFP process conducted by the Monitor in consultation with KingSett;
- (b) Townline is an experienced and reputable construction and development manager in British Columbia;
- (c) Townline Construction has familiarized itself with the current status of the Project through the services performed under the Site Preservation Agreement, which positions it to remobilize the site without delay;
- (d) the Monitor reports the fee structures under the Townline Agreements are consistent with market rates, and the cost savings incentive and schedule bonuses align Townline interests with the timely and cost-effective completion of the Project for the benefit of all stakeholders;
- (e) the engagement of affiliated Townline entities as construction manager and development manager provide operational efficiencies, and the Townline CM Agreement and the Townline DM Agreement address the allocation of responsibility between them;
- (f) completing the Project is intended to create value for the Petitioners’ stakeholders, including the pre-sale purchasers, and the timeline for doing so is of material importance;

- (g) if the agreements are not approved, the Monitor would be required to negotiate new construction management and development management arrangements with another party, which the Monitor anticipates may be on less favourable terms and would delay the remobilization of the Project; and
- (h) KingSett, in its capacities as the Petitioners' senior secured creditor and as interim lender, supports the retention of Townline on the terms of the Townline Agreements.

The Interim Financing Facility increase should be approved

33. The consideration of increased or amended interim financing availability in CCAA proceedings is governed by Section 11.2 of the CCAA, and the non-exhaustive factors at Section 11.2(4):

- (a) the period during which the company is expected to be subject to proceedings under the CCAA;
- (b) how the company's business and financial affairs are to be managed during the proceedings;
- (c) whether the loan will enhance the prospects of the restructuring;
- (d) whether the company's management has the confidence of its major creditors;
- (e) the nature and value of the company's property;
- (f) whether any creditor would be materially prejudiced as a result of the security or charge; and
- (g) the monitor's report.

Bron Media Corp. (Re), 2023 BCSC 1563 at 16-18; *1057863 B.C. Ltd. (Re)*, 2020 BCSC 1359 at 34-35; *1057863 B.C. Ltd. (Re)*, 2024 BCSC 1111 at 26

34. In this case, Amended Interim Financing Facility and the Borrowing Increase should be approved:

- (a) Symphony Wayburne should be added as a borrower under the Amended Interim Financing Facility now that it is a Petitioner in the proceedings;
- (b) the Borrowing Increase is required to restart Phase 1 construction to meet presale deadlines and prevent existing work from deteriorating;
- (c) in the absence of the Borrowing Increase, existing purchase transactions may not close, and the value of the Project would likely be materially impaired;

- (d) the Monitor believes that approval of the Borrowing Increase is in the best interests of all stakeholders. Creditors will not be prejudiced as a result of the approval of the Borrowing Increase because it will facilitate the completion and eventual sale of units in Phase 1;
- (e) the increased amount requested under the Borrowing Increase is supported by the Monitor's discussions with KingSett and Townline, and the Cash Flow Forecast; and
- (f) even if future funding for the Project is not secured, the interim Phase 1 work funded by the Borrowing Increase is still accretive to the value of the Project.

The Administration Charge should be amended

35. The factors this Court may consider when granting or amending an administration charge are:

- (a) the size and complexity of the businesses being restructured;
- (b) the proposed role of the beneficiaries of the charge;
- (c) whether there is an unwarranted duplication of roles;
- (d) whether the quantum of the proposed charge appears to be fair and reasonable;
- (e) the position of the secured creditors likely to be affected by the charge; and
- (f) the position of the Monitor.

Walter Energy Canada Holdings Inc. (Re), 2016 BCSC 107 at 42;
Alderbridge Way GP Ltd. (Re), 2022 BCSC 1694 at 45 and 52

36. The Court has described these factors as "forward-looking", referring to the "*proposed* role of the beneficiaries" and "the role *to be* undertaken by the professionals".

37. When considering the forward-looking roles of the parties in this case, the Administration Charge Amendment should be granted, removing the Petitioners' counsel from the benefit of the charge:

- (a) the work expected to be allocated to counsel for the Petitioners is now allocated to the Monitor and its counsel;
- (b) professionals whose fees are secured by the Administration Charge should only be those who have responsibility for advancing the CCAA proceedings;
- (c) the Administration Charge Amendment does not impact the ability of the Petitioners to retain counsel, it only affects the priority allocated to those counsel fees; and

- (d) the Administration Charge Amendment reduces the total charge amount and therefore does not prejudice secured creditors.

The Stay Extension should be approved

38. On an application other than an initial application, Sections 11.02(2) and (3) of the CCAA give this Court jurisdiction to grant a stay of proceedings for any period that it considers necessary, provided it is satisfied that such an extension is appropriate, and the debtor company has acted and continues to act in good faith and with due diligence.

North American Tungsten Corp., Re, 2015 BCSC 1376 at 24-26;
Urbancorp Cumberland 2 GP Inc., 2022 ONSC 3248 at 1 and 8-11

39. The Petitioners, through the Monitor and the Enhanced Powers, have been working in good faith and with due diligence to complete the Project for the benefit of all stakeholders. The requested Stay Extension is appropriate and necessary to, among other things, ensure that the Monitor has sufficient time to advance Phase 1 construction on the Project while the Construction Budget and subsequent financing requirements are being finalized.

Part 4: MATERIAL TO BE RELIED ON

1. Amended and Restated Initial Order dated June 26, 2026;
2. Order Made After Application dated July 29, 2026;
3. Order Made After Application dated September 10, 2026;
4. Second Report of the Monitor dated July 21, 2026;
5. Supplement to the Second Report of the Monitor dated July 29, 2026;
6. Third Report of the Monitor dated September 4, 2026;
7. Fourth Report of the Monitor dated September 29, 2026;
8. First Affidavit of Pamela Ang made on September 29, 2026; and
9. such further and other material as counsel may advise and this Court may allow.

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 applicant 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: September 29, 2026



Christen Guden
for:

Signature of ☐ Applicant(s)
☒ Lawyer for applicant(s)
Mary Buttery, K.C.

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:[dd/mmm/yyyy].....

.....
Signature of [] Judge [] Associate Judge

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
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"

(see attached)

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

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

PETITIONERS

SERVICE LIST

As of September 17, 2026

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AlixPartners Restructuring, Inc. Attention: Noah Goldstein Murtaza Tallat Andrew Young Email: noah.goldstein@alixpartners.com murtaza.tallat@alixpartners.com ayoung@alixpartners.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"

(see attached)

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(WAYBURNE) LTD., and 663466 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE	}	THE HONOURABLE JUSTICE FITZPATRICK	}	05/OCT/2026
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THE APPLICATION of AlixPartners Restructuring, Inc. in its capacity as court-appointed monitor of the Petitioners (the “**Monitor**”) coming on for hearing at Vancouver, British Columbia, on October 5, 2026; AND ON HEARING Mary Buttery, K.C., counsel for the Petitioners and those other counsel listed on **Schedule “A”** hereto; AND UPON READING the material filed, including the Monitor’s Fourth Report to Court filed on September 29, 2026 (the “**Fourth Report**”); 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, BC Reg 168/2009, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

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

AGREEMENT APPROVALS

2. The Petitioners are hereby authorized and empowered to enter into the CCDC 5A Construction Management Contract – for Services dated September 28, 2026, with Townline Construction Inc. (“**Townline Construction**”) in the form attached as Appendix C to the Fourth Report, with such minor amendments as may be acceptable to the Monitor and Townline Construction (the “**Townline CM Agreement**”), and the Townline CM Agreement is approved. The Petitioners and the Monitor are authorized and directed to take such additional steps and execute such additional documents as may be necessary to give effect to the Townline CM Agreement, and to make the payments contemplated under the Townline CM Agreement when earned and payable in accordance with its terms and conditions.
3. The Petitioners are hereby authorized and empowered to enter into the Development Management Agreement dated September 29, 2026, with Townline Developments Inc. (“**Townline Development**”) in the form attached as Appendix D to the Fourth Report, with such minor amendments as may be acceptable to the Monitor and Townline Development (the “**Townline DM Agreement**”), and the Townline DM Agreement is approved. The Petitioners and the Monitor are authorized and directed to take such additional steps and execute such additional documents as may be necessary to give effect to the Townline DM Agreement, and to make the payments contemplated under the Townline DM Agreement when earned and payable in accordance with its terms and conditions.

AMENDED INTERIM FINANCING

4. The Petitioners are hereby authorized and empowered to enter into and borrow under the amendment to the Interim Financing Term Sheet dated July 31, 2026, in the form attached as [●] (the “**Amended Interim Financing Facility**”), and the Amended Interim Financing Facility is approved.
5. The provisions of the amended and restated initial order of this Court made on June 26, 2026 (the “**ARIO**”) shall apply to the Amended Interim Financing Facility as they did to the Commitment Letter (as defined in the ARIO), as applicable.

6. Without limiting the foregoing, all obligations of the Petitioners under the Amended Interim Financing Facility are secured by the Interim Lender's Charge (as defined in the ARIO), which continues to have the priority set out in the ARIO.
7. Paragraph 33 of the ARIO is hereby amended such that the maximum amount the Petitioners are authorized to borrow under the Amended Interim Financing Facility is increased to \$7,500,000.

ADMINISTRATION CHARGE

8. Paragraph 32 of the ARIO is hereby amended such that counsel to the Petitioners is no longer entitled to the benefit of the Administration Charge (as defined in the ARIO), and the aggregate amount of the Administration Charge is reduced from \$150,000 to \$100,000, with the benefit of the remaining amount entirely allocated to the Monitor and its counsel.

STAY EXTENSION

9. The Stay Period (as defined in the ARIO) and extended by orders of this Court made on July 29, 2026, and September 10, 2026, is hereby further extended until and including December 18, 2026, at 11:59 p.m. (Vancouver time).

10. Endorsement of this Order by counsel appearing on this application, other than counsel for the Monitor, 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 Mary Buttery, K.C.
Counsel for the Monitor

By the Court.

Registrar

Schedule "A"

Appearance List

NAME	APPEARING FOR
Mary Buttery, K.C. Christian Garton	The Monitor