



FORCE FILED

No. S-258845
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, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS
AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511 B.C.
LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND JAMESON
BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

NOTICE OF APPLICATION

Name of applicants: 1061511 B.C. Ltd., Jameson Broadway & Birch General Partner Ltd. and
Jameson Broadway & Birch Limited Partnership (the "**Applicants**" or
the "**Petitioners**").

To: **THE SERVICE LIST**, attached as **Schedule "A"**.

TAKE NOTICE that an application will be made by the Applicants to the Honourable Justice Masuhara at the courthouse at 800 Smithe Street, Vancouver, British Columbia on 04/DEC/2025 at 10:00 a.m. for the orders set out in Part 1 below.

The Applicants estimate that the application will take 2 hours.

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge, the Honourable Justice Masuhara is seized.

Part 1: ORDERS SOUGHT

1. The Petitioners seek an amended and restated initial order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), substantially in the form attached as **Schedule "B"** (the "**ARIO**"), which, among other things:

- (a) amends and restates the initial order of this Court pronounced on November 25, 2025 (the "**Initial Order**");
- (b) extends the Stay Period (as defined in the Initial Order) until and including February 27, 2026 (the "**Stay Extension Period**");
- (c) approves interim financing (the "**Interim Financing**") to be provided to the Petitioners by British Columbia Housing Management Commission (in such capacity, the "**Interim Lender**") for a total facility in the amount of \$26,000,000 on the terms and conditions set out in the interim financing term sheet dated November 28, 2025 (the "**Interim Financing Term Sheet**");
- (d) limits the stay of proceedings against James Holdings Ltd. ("**James Holdings**") to any Proceedings (as defined in paragraph 11 of the Initial Order) commenced by or on behalf of Portage Capital Corporation ("**Portage**"), Argo Ventures Inc. ("**Argo**") or British Columbia Housing Management Commission ("**BC Housing**", and collectively with Portage and Argo, the "**JHL Stay Parties**");
- (e) declares Metro-Can Construction (BB) Ltd. ("**Metro-Can**") a critical supplier pursuant to Section 11.4 of the CCAA;
- (f) authorizes the Petitioners to, among other things, pay any and all invoices of Metro-Can outstanding as of the order date;
- (g) increases the Administration Charge (as defined below) to \$500,000; and
- (h) grants three charges, in addition the Administration Charge and Directors' Charge (as defined below), over the Petitioners' property in favour of:
 - (i) the Interim Lender, securing all amounts owing by the Petitioners under the Interim Financing Term Sheet (the "**Interim Lender's Charge**");
 - (ii) Metro-Can, securing payment of any amounts that the Petitioners become indebted to Metro-Can for the supply of goods and services as a critical supplier after the order date to a maximum amount of \$1,750,000 (the "**Critical Supplier Charge**"); and
 - (iii) Metro-Can, securing payment of any unpaid claims against the Petitioners' holdback account established pursuant to Section 5 of the *Builders Lien Act*, S.B.C. 1997, c. 45 (the "**Holdback Account**"), arising during the period up to and including July 31, 2025, to a maximum amount of \$6,745,791.76 (the "**Holdback Charge**").

2. Such further orders as counsel for the Petitioners may advise and this Court may deem appropriate in the circumstances.

Part 2: FACTUAL BASIS

BACKGROUND

1. Capitalized terms not otherwise defined herein have the meanings set out in the First Affidavit of Thomas James Pappajohn, made November 24, 2025, in these proceedings (the "**First Pappajohn Affidavit**").
2. The Petitioners are in the business of developing and constructing a 28-storey residential rental and commercial construction project at 2538 Birch Street, Vancouver, British Columbia, which is on the southeast corner of West Broadway and Birch Street (the "**Development**").
3. Work on the Development began in 2017 and is 91% complete. Specifically:
 - (a) the site was assembled in March 2017;
 - (b) the first re-zoning application was submitted to the City of Vancouver in September 2017, which was amended in December 2020;
 - (c) the City of Vancouver approved 58 units under the City of Vancouver's Moderate Income Rental Housing Pilot Program (the "**MIRHPP Units**") and density increase in December 2020;
 - (d) development and building permits were addressed in 2020-2022;
 - (e) construction and excavation commenced in February 2023 and was completed in September 2023;
 - (f) concreted framing started in September 2023 and the concrete structure was completed in August 2025;
 - (g) utilities started in January 2024 and were substantially completed in August 2025;
 - (h) finishing commenced in June 2024; and
 - (i) roof waterproofing occurred April to June 2025.

4. The completion of construction of the Development is anticipated to be May 2026 (subject to this Court's approval of the necessary funding), which requires completion of:
 - (a) commercial podium curtain wall glazing;
 - (b) interior finishing of outstanding suites and corridors;
 - (c) minor balcony glazing;
 - (d) landscaping; and
 - (e) parkade finishing (traffic coding and line painting).
5. Final city inspections are anticipated in early June 2026.
6. In September 2025, the Petitioners' made construction draw requests from the Petitioners' secured construction lender, BC Housing, but BC Housing denied the draw request.
7. The Petitioners have drawn \$156,500,000 of the facility, of a total facility of \$164,227,655. At the time of the above noted September draw request, BC Housing advised that \$8,102,312 of the loan facility would be held back for estimated interest, loan fees and legal costs to discharge the loan and security. As a result, BC Housing denied the further advances. BC Housing has more recently confirmed that there is only \$150,000 available under the construction facility due to the noted hold backs.
8. As a result of the lack of further advances, construction on the Development ceased. Without seeking creditor protection under the CCAA, the Petitioners did not have an alternative source of construction funding. BC Housing has agreed to provide the necessary funding and the Petitioners now seek Court approval thereof, along with the other relief set out herein, in order to complete and sale the Development for the benefit of all stakeholders.

INITIAL ORDER

9. On November 25, 2025, this Court granted the Initial Order, which, among other things:
 - (a) granted a stay of proceedings in respect of the Petitioners and James Holdings until and including December 4, 2025 (the "**Stay of Proceedings**");
 - (b) appointed Alvarez & Marsal Canada Inc. as monitor (in such capacity, the "**Monitor**") within these proceedings under the CCAA (the "**CCAA Proceedings**");

- (c) granted a charge securing the fees and disbursements of the Monitor, the Petitioners' legal counsel and legal counsel for the Monitor in the amount of \$250,000 (the "**Administration Charge**"); and
 - (d) granted a charge securing the indemnity of 106's and the GP's directors in the amount of \$100,000 (the "**Directors' Charge**").
10. Since the granting of the Initial Order, the Petitioners have taken steps to notify their creditors and other stakeholders of the CCAA Proceedings and advance their restructuring under the CCAA. These steps include, without limitation:
- (a) responding to information requests from various stakeholders, in particular BC Housing and Metro-Can;
 - (b) meeting and working with the Monitor to facilitate the monitoring of the Petitioners' business and refining a detailed 32 week cash-flow;
 - (c) progressing the necessary funding to complete the Development; and
 - (d) continuing its ongoing discussions with BC Housing and Metro-Can.

CCAA PROCEEDINGS

11. The purpose of the CCAA Proceedings is to give the Petitioners the breathing room and facilitate funding that are necessary to complete the construction and sale of the Development for the benefit of all stakeholders.
12. The Development is near completion, approximately 91%. All 28 stories have been constructed, suite drywall is essentially complete, and outstanding work is primarily related to finishing. Subject to this Court's approval of the necessary funding to complete the Development, completion is expected by May 2026.
13. In September 2025, due to concerns regarding the payment of interest and fees, BC Housing, the Petitioners' construction lender, suspended all further draws and advances under the Petitioners' construction facility, restricting the Petitioners' cash flow. The Petitioners are now in the midst of a liquidity crisis.
14. The Petitioners estimated costs to pay the outstanding amounts owing to its the general contractor and complete the Development in the CCAA Proceedings are approximately \$20.6M.
15. The Petitioners' efforts over the past several months have made it clear that relief under the CCAA is necessary to bring a sale to fruition. Protections under the CCAA, including

the Stay of Proceedings, will allow the Petitioners' leadership to capitalize on their extensive project knowledge and relationships to complete the construction and sale of the Development offering the greatest benefit to stakeholders.

16. The Interim Financing will provide sufficient funding to complete the Development and pay all amounts outstanding to Metro-Can as of the Initial Order.
17. The Petitioners and FPB Holdings Group Inc. (the "**Purchaser**") entered an agreement of purchase and sale dated August 12, 2025 (as amended from time to time, the "**Purchase Agreement**"), for the sale of the Development once completed.
18. If the Purchase Agreement closes, the Petitioners estimate that there will be sufficient funds to pay all creditors in full.
19. Accordingly, the CCAA Proceedings and the relief sought in the ARIO are in the best interests of the Petitioners' stakeholders.

INTERIM FINANCING

20. Prior to the Initial Order, the Petitioners negotiated and entered an interim financing term sheet dated November 20, 2025 (the "**Maynbridge Term Sheet**") with Maynbridge Capital Inc. ("**Maynbridge**").
21. Following the Initial Order, the Petitioners worked with the Monitor to review and assess the costs to complete the Development, including estimated remobilization costs and costs associated with the CCAA Proceedings.
22. The Petitioners, with the assistance of the Monitor, prepared a 32-week cash-flow (the "**Completion Cash-Flow**") to the week ending June 26, 2026 (the "**Completion Cash-Flow Period**"), setting out the funds required to complete the Development (the "**Costs to Complete**") and the costs of the CCAA Proceedings. The Completion Cash-Flow identifies only slightly higher funding requirements for the Petitioners during the CCAA Proceedings than initially set out by the Petitioners. The increase is primarily as a result of the costs of the CCAA Proceedings, including professional fees and borrowing costs.
23. In addition to the Maynbridge Term Sheet, the Petitioners received an interim financing term sheet dated November 28, 2025 (the "**BC Housing Term Sheet**") from BC Housing. Under the BC Housing Term Sheet, BC Housing, as interim lender (in such capacity, the "**Interim Lender**"), would advance to the Petitioners \$26,000,000 on the terms and conditions set out in the BC Housing Term Sheet.

24. The Monitor assisted with the Petitioners with an analysis of the Maynbridge Term Sheet and the BC Housing Term Sheet. Although these term sheets have similar terms and similar costs over the Completion Cash-Flow Period, the BC Housing Term Sheet is slightly more favourable as the total costs (interest and fees) over the Completion Cash-Flow Period are projected to be lower.
25. Further, progressing the CCAA Proceedings with BC Housing as the Interim Lender is beneficial given that BC Housing is the senior secured lender.
26. The Petitioners understands that BC Housing and Metro-Can have engaged in discussions regarding the BC Housing Term Sheet.

METRO-CAN AS A CRITICAL SUPPLIER

27. As the general contractor for the Development, Metro-Can is critical to the completion of the Development and subsequent sale for the benefit of all stakeholders.
28. Among other things, Metro-Can has contracted with all of the subtrades necessary to complete the Development.
29. The Petitioners, with the Monitor's assistance, have also been in discussions with Metro-Can about recommencing construction of the Development if the Interim Financing is approved.
30. The relief sought by the Petitioners addresses the following with respect to Metro-Can:
 - (a) declares Metro-Can a critical supplier pursuant to Section 11.4 of the CCAA;
 - (b) grants the Critical Supplier Charge in favour of Metro-Can as security for any amounts that the Petitioners become indebted to Metro-Can for the supply of goods and services after the Order Date;
 - (c) grants the Holdback Charge in favour of Metro-Can as security for any unpaid claims against the Holdback Account arising during the period up to and including July 31, 2025; and
 - (d) authorizes the Petitioners to pay any and all invoices of Metro-Can outstanding as of the Order Date.
31. The Holdback Account, is not currently sufficiently funded. Specifically:
 - (a) the Petitioners are obligated to deposit 10% of each invoice paid to Metro-Can into the Holdback Account; and

- (b) as of November 21, 2025, the Holdback Account should have a balance of \$7,234,743.17. As the current balance is \$488,951.41, there is an existing shortfall in the Holdback Account of \$6,745,791.76 (the "**Holdback Deficiency**"), which relates to work on the Development during the period up to and including July 31, 2025.
- 32. The Holdback Deficiency is due to ongoing issues with respect to the Development being undercapitalized. This resulted in ongoing shortfalls and challenges for the Petitioners. As a result, at times, the Petitioners redirected funds that should have been deposited to the Holdback Account or drew funds out of the Holdback Account to address Development and financing costs.
- 33. Any and all funds drawn from the construction loan were used for hard or soft costs (including professional fees and financing costs) for the Development. Generally speaking, the Holdback Deficiency has been reconciled and is made up of the following:
 - (a) the balance in the general operating/chequing account (less recent payments for professional and other fees);
 - (b) interest payments on the Portage Credit Facility by James Holdings, which were funded by the Petitioners by way of interest payments to James Holdings under the JHL Credit Facility; and
 - (c) approximately \$1M in relation City of Vancouver offsite works.
- 34. The Holdback Account is primarily for the benefit of Metro-Can. However, subtrades, through Metro-Can, make payment requests from the Holdback Account upon substantial completion of any such subcontract.

Part 3: LEGAL BASIS

- 1. The Petitioners rely on:
 - (a) CCAA, specifically Sections 11, 11.02, 11.2, 11.4 and 11.52;
 - (b) *Business Corporations Act*, S.B.C. 2002, c. 57;
 - (c) *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**");
 - (d) *Supreme Court Civil Rules*, B.C. Reg. 168/2009, as amended;
 - (e) the inherent and equitable jurisdiction of this Court; and
 - (f) such further and other legal basis as counsel may advise and this Court may allow.

2. In addition to the legal basis set out below, the Petitioners rely on the legal basis set out in the Petition to the Court filed November 24, 2025 (the "**Petition**"), to the extent such applies to the relief sought in the ARIO.

EXTENSION OF THE STAY PERIOD

3. Subsection 11.02(2) of the CCAA provides that the Petitioners may apply for an extension of the Stay Period for a period that the Court considers necessary on any terms that the Court may impose. Subsection 11.02(3) of the CCAA provides that the Court shall not make the order extending the Stay Period unless the Petitioners satisfy the Court that:

- (a) circumstances exist that make the order appropriate; and
- (b) the Petitioners have acted, and are acting, in good faith and with due diligence.

CCAA, s. 11.02.

4. In determining whether the appropriate circumstances exist to extend the Stay Period, the Court should inquire whether the order sought advances the remedial purpose of the CCAA.

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

5. The threshold for a debtor company to obtain an extension of a stay of proceedings pursuant to the CCAA is low. The company must only satisfy the court that the stay of proceedings would "usefully further" its efforts to reorganize, and requires nothing more than a "germ of a plan".

***V K Delivery & Moving Services Ltd. (Re)*, 2025 BCSC 1091 at para. 11.**

6. Extending the relief granted by the Initial Order, including the Stay Period, is appropriate and necessary to enable the Petitioners, and the Monitor, to advance the restructuring of the Petitioners operations and ultimately complete the Development for the benefit of the Petitioners' stakeholders.
7. The Petitioners, with the assistance of the Monitor, have been working in good faith and with due diligence to advance the CCAA Proceedings. In the time since the Initial Order was granted, the Petitioners have been and are acting in good faith and with due diligence to maximize the value to their stakeholders and respond to their concerns, while securing and seeking to maximize the value of the Development.

8. The Monitor has reported that it supports the extension of the Stay Period sought herein and that the Petitioners are acting in good faith and with due diligence. Although a longer extension may be justified at this time, the Petitioners are seeking to extend the Stay Period until the end of February 2026. The Petitioners intend on providing an update to the Court and stakeholders in February as to how matters are progressing. The Petitioners expect to be able to justify a further extension to the completion date for the Development at that time.
9. Subject to the approval of the proposed Interim Financing, the cash flow forecast demonstrates that the Petitioners will have sufficient liquidity to fund their operations through the Stay Extension Period.
10. The Petitioners submit that, in the circumstances, it is necessary and appropriate that the Stay Period be extended to February 27, 2026.

INTERIM FINANCING

11. The Interim Lender has agreed to provide the Petitioners with the Interim Financing to continue their operations during the CCAA Proceedings and to finance the costs of completing the Development and the costs of the CCAA Proceedings.
12. The Petitioners seek a third-ranking charge in favour of the Interim Lender, subject to the Administration Charge and the Directors' Charge, to secure all obligations to the Interim Lender.
13. The CCAA authorizes a court to grant approval of interim financing and also order a charge with respect to the same, over the assets of the debtor company, in priority to any secured creditor of the debtor, on notice to the secured creditors who are likely to be affected by such security or charge and in an amount that the court considers appropriate having regard to the debtor company's cash flow statement. The security or charge may not secure an obligation that exists before the order granting the charge is made.

CCAA, s. 11.2(1).

See for example, *Re: Mountain Equipment Co-Operative*, 2020 BCSC 1586 [MEC] at para. 2.

14. Section 11.2 provides that in deciding whether to make an order for an interim lender's charge, a court will consider, among other factors:
 - (a) the period during which the debtor is expect to be subject to the CCAA proceedings;

- (b) how the debtor's business and financial affairs are to be managed during the proceedings;
- (c) whether the debtor's management has the confidence of its major creditors;
- (d) whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the debtor;
- (e) the nature and value of the debtor's property;
- (f) whether any creditor would be materially prejudiced as a result of the security or charge; and
- (g) the monitor's reports, if any.

CCAA, s. 11.2(4).

See also, MEC at paras. 53–54.

15. The factors under Section 11.2(4) of the CCAA support the granting of the Interim Lender's Charge, as:
- (a) without the Interim Financing, the Petitioners will not be able to complete construction of the Development, which will significantly worsen the positions of the creditors;
 - (b) the Development will have more value once complete than it does in its current incomplete state;
 - (c) based on the purchase price under the Purchase Agreement, as well as a recent appraisal, there is substantial equity in the Development meaning that secured creditors will not be prejudiced by the Interim Lender's Charge;
 - (d) BC Housing, as the secured creditor, is the Interim Lender as such is supportive of the Interim Lender's Charge;
 - (e) other key stakeholders who would be prejudiced by the Interim Lender's Charge have been given notice of the Interim Lender's Charge; and
 - (f) the Monitor supports the approval of the Interim Financing and the granting of the Interim Lender's Charge.

16. In addition to the factors under section 11.2(4) of the CCAA, the policy reasons behind allowing such a charge were discussed by the Supreme Court in *Canada v. Canada North Group Inc.*, where Justice Côté explained:

[In *Canada North*,] financing secured by a super priority was necessary if the company was to remain a going concern (para. 59). Justice Deschamps rejected the suggestion “that the DIP lenders would have accepted that their claim ranked below claims resulting from the deemed trust”, because “[t]he harsh reality is that lending is governed by the commercial imperatives of the lenders, not by the interests of the plan members or the policy considerations that lead provincial governments to legislate in favour of pension fund beneficiaries” ...

...

This Court has similarly found that financing is critical as “case after case has shown that ‘the priming of the DIP facility is a key aspect of the debtor’s ability to attempt a workout’” ... As lower courts have affirmed, “Professional services are provided, and DIP funding is advanced, in reliance on super-priorities contained in initial orders. To ensure the integrity, predictability and fairness of the CCAA process, certainty must accompany the granting of such super-priority charge.”

Canada v. Canada North Group Inc., 2021 SCC 30 at paras. 26 and 29.

17. Courts have previously granted interim lending charges used to finance the completion of partially-completed real estate developments.

See, for example, *Mizrahi Commercial (The One) LP et al.*, 2025 ONSC 2672 at paras. 49–51. *Hush Homes Inc., Re*, 2015 ONSC 370 at paras. 5–6, 26–28, 61.

18. In this case, the Petitioners submit that it is appropriate to approve the Interim Financing and grant the Interim Lender’s Charge sought to provide the Petitioners with the necessary funds to complete the Development and to ensure that the Interim Lender has certainty with respect to its priority as against the Petitioners’ assets. The Petitioners propose that the Interim Lender’s Charge be granted over the Petitioners’ assets, properties and undertakings ranking in third priority, subject to the Administration Charge and the Directors’ Charge.

STAY OF PROCEEDINGS IN RESPECT TO JAMES HOLDINGS

19. The Initial Order extended the entire benefit of the stay of proceedings to James Holdings. The ARIO seeks to limit the Stay to Proceedings to Proceedings that may be commenced by or on behalf of the JHL Stay Parties.

20. As noted in the Petition, courts have extended the stay of proceedings granted under the CCAA to non-debtor third parties in appropriate circumstances.

21. In *Woodward's Ltd. (Re)*, 1993 CarswellBC 530, the Court noted the following considerations when granting a stay in favour of a third party in CCAA proceeding:

- (a) Is the stay important to the reorganization process?
- (b) Is the prejudice to the affected party greater than the benefit that will be achieved by the insolvent company?

***Woodward's Ltd. (Re)*, 1993 CarswellBC 530
[*Woodward's*] at paras. 31–32.**

22. With respect to prejudice, the Court in *Woodward's* noted that the “threshold of prejudice will be much lower than the threshold required to persuade the Court that it should not exercise its discretion under s. 11 of the CCAA to grant or continue a stay that is prejudicial to a creditor of the insolvent company (or other party affected by the stay).”

***Woodward's* at paras. 31–34.**

23. In *Miniso International Hong Kong Limited v. Migu Investments Inc.*, the Court, citing *Re Cinram International Inc.*, set out additional circumstances that could justify extending the stay to third party non-applicants:

- (a) where it is important to the reorganization process;
- (b) where the business operations of the Applicants and the third party non-applicants are intertwined and the third parties are not subject to the jurisdiction of the CCAA (such as partnerships that are not “companies” under the CCAA);
- (c) against non-applicant subsidiaries of a debtor company where such subsidiaries were guarantors under the note indentures issued by the debtor company; and
- (d) against non-applicant subsidiaries relating to any guarantee, contribution or indemnity obligation, liability or claim in respect of obligations and claims against the debtor companies.

***Miniso International Hong Kong Limited v. Migu Investments Inc.*, 2019 BCSC 1234 at para. 60.
Re Cinram International Inc., 2012 ONSC 3767 at para. 64.**

24. Courts have also extended stays to third parties in CCAA proceedings in other jurisdictions in various circumstances. For example, in *2675970 Ontario Inc.*, the Ontario Superior

Court of Justice extended a stay of proceedings to a non-debtor third party, DAK Capital Inc. ("**DAK**"), who extended the debtor parties a guarantee pursuant to a share purchase agreement, which was the subject of an arbitration proceeding. As a result of the CCAA initial order, the arbitration was stayed against all of the defendants, other than DAK.

2675970 Ontario Inc., 2024 ONSC 6174 [2675970 Ontario Inc.] at paras. 6–7.

25. The Court in *2675970 Ontario Inc.* extended the stay to DAK as it was satisfied it had the jurisdiction to do so under Section 11 of the CCAA, and it was appropriate to do so in the circumstances, noting that the monitor reported that not staying the arbitration against DAK would be counterproductive to the SISP and overall restructuring efforts in the CCAA proceeding.

2675970 Ontario Inc. at paras 46–48.

26. The Court in *Arrangement relatif à ELNA Medical Group Inc./Groupe médical ELNA inc. ("ELNA Medical")*, summarized factors for courts to consider when extending stays of proceedings to third parties
- (a) the business and operations of the third party was significantly intertwined and integrated with those of the debtor company;
 - (b) extending the stay to the third party would help maintain stability and value during the CCAA process;
 - (c) not extending the stay to the third party would have a negative impact on the debtor company's ability to restructure, potentially jeopardizing the success of the restructuring and the continuance of the debtor company;
 - (d) if the debtor company is prevented from concluding a successful restructuring with its creditors, the economic harm would be far-reaching and significant;
 - (e) failure of the restructuring would be even more harmful to customers, suppliers, landlords and other counterparties whose rights would otherwise be stayed under the third party stay;
 - (f) if the restructuring proceedings are successful, the debtor company will continue to operate for the benefit of all of its stakeholders, and its stakeholders will retain all of its remedies in the event of future breaches by the debtor company or breaches that are not related to the released claims; and
 - (g) the balance of convenience favours extending the stay to the third party

27. In *ELNA Medical*, the Court extended the stay of proceedings to an individual, Laurent Amram, who was the sole director, shareholder and founder of the debtor companies subject to the CCAA proceeding. The Court limited the stay to personal loans whose proceeds were reinvested into the debtor companies.

Elna Medical at paras. 46, 58.

28. The factors from the above authorities support the extension of a limited stay of proceedings to James Holdings as:
- (a) James Holdings owns 75% of the shares of the GP and 74.925% of the limited partnership units in the LP. James Holdings is significantly intertwined with the Petitioners. James Holdings will likely see a return on its equity position when a sale of the Development is completed.
 - (b) James Holdings is a creditor of the Petitioners having extended the JHL Credit Facility. James Holdings is owed approximately \$12.5M as of the Initial Order, which will not be paid until a sale of the Development is completed.
 - (c) James Holdings used loans advanced by Portage and Argo to advance loans to the Petitioners and invest in the Development, either directly or indirectly.
 - (d) James Holdings was using payments under the JHL Credit Agreement to service its debts, in particular its obligations under the Portage Credits Agreement. The CCAA Proceedings will impair James Holdings ability to service its debts to Argo and Portage.
 - (e) Extending a limited stay of proceedings to James Holdings maintains the current *status quo* and helps to maintain the current value of the Petitioners as it keeps all parties focused on a successful restructuring of the Petitioners, specifically the completion and sale of the Development for the benefit of all stakeholders.
 - (f) There is significant overlap in the management teams for James Holdings and the Petitioners. If the limited stay of proceedings is not extended to James Holdings, the time and energy of James Holdings' management will be split between assisting with the restructuring of the Petitioners and addressing risks associated the JHL Stay Parties making demands and commencing proceedings against James Holdings.

- (g) The Development is almost complete and the Stay of Proceedings should only be needed for a limited period of time. The JHL Stay Parties will retain all of their rights against James Holdings and will suffer little, if any, prejudice in a delay in their exercise of these rights. Whereas, if the JHL Stay Parties are allowed to exercise their rights at this early stage in the Petitioners' restructuring, it could imperil the entire restructuring and cause immediate prejudice to the Petitioners' stakeholders.
29. The stay is appropriately limited to only affecting the claims of the JHL Stay Parties, being Portage, Argo and BC Housing.
30. Therefore, the Petitioners submit that it is appropriate in the circumstances to stay any claims of the JHL Stay Parties against James Holdings.

INCREASE IN THE ADMINISTRATION CHARGE

31. The Petitioners seek an increase in the Administration Charge from \$250,000 to \$500,000 to secure the collective fees and disbursements of legal counsel for the Petitioners, the Monitor and legal counsel for the Monitor.
32. Section 11.52 of the CCAA, provides that a court may grant a priority charge in respect of certain professional fees and expenses incurred in proceedings under the CCAA.

CCAA, s. 11.52.

33. Courts have recognized that, unless professional advisor fees are protected with the benefit of a charge over the assets of a debtor company, the objectives of the CCAA would be frustrated because professionals would be unlikely to risk offering their services without any assurance of ultimately being paid. Specifically, any failure to provide protection for professional fees will "result in the overwhelming likelihood that the CCAA proceedings would come to an abrupt halt, followed, in all likelihood by bankruptcy proceedings."

Re Timminco Ltd., 2012 ONSC 506 at para. 66.
See also *Canada v. Canada North Group Inc.*,
2021 SCC 30 at paras. 24–25, 30.

34. Factors a court will consider in granting or increasing a charge under Section 11.52 include:
- (a) the size and complexity of the business being restructured;
 - (b) the proposed role of the beneficiaries of the charge;
 - (c) whether there is 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 views of the monitor.

Re Canwest Publishing Inc., 2010 ONSC 222
[Canwest] at para. 54.
CCAA, s. 11.52.

35. The factors set out in Section 11.52 support an increase in the Administration Charge because:
- (a) there is sizable debt owing by the Petitioners and completing the construction and sale of the Development with the CCAA Proceedings will require considerable work, thus making this a complex restructuring proceeding;
 - (b) legal counsel for the Petitioners, the Monitor and legal counsel for the Monitor will play an active role in this insolvency and have the necessary experience and expertise to assist the Petitioners in reaching a successful restructuring;
 - (c) it is not anticipated that there will be any duplication of roles as between the legal counsel for the Petitioners, the Monitor and legal counsel for the Monitor, as each serves a unique role in this insolvency proceeding;
 - (d) the Petitioners submit that the quantum of the increased charge appears to be fair and reasonable and reflects the market standard of an insolvency of this complexity;
 - (e) although the secured creditors will be primed by the increase, those creditors will benefit from the CCAA Proceedings and the increase in the Administration Charge is a necessary part of the proceedings; and
 - (f) the Monitor is supportive of the increase.
36. The Petitioners require the specialized expertise, knowledge and continuing participation of the beneficiaries of the increased Administration Charge in order to carry out and complete a restructuring and an increased Administration Charge is necessary to ensure their continued assistance and participation in this proceeding.
37. The quantum of the increase in the Administration Charge was determined in consultation with the Monitor and is fair and reasonable in light of the number of beneficiaries, the size and complexity of the Petitioners' operations, and the complexity of the restructuring.

38. Therefore, the Petitioners submit that it is appropriate in these circumstances to grant the increase in the Administration Charge over the Petitioners' assets, properties and undertaking ranking in first priority.

CRITICAL SUPPLIER

39. On this application, the Petitioners seek a declaration that Metro-Can is a critical supplier pursuant to Section 11.4 of the CCAA and approval of two critical supplier charges in favour of Metro-Can. The first charge (Critical Supplier Charge) will be to secure post-filing construction costs charged by Metro-Can to the Petitioners, in the amount of \$1,750,000. The second charge (Holdback Charge) will be to secure the pre-filing Holdback Deficiency, in the amount of \$6,745,791.76.
40. The power to grant a charge on the Petitioners' assets in favour of critical suppliers flows from Section 11.4, as well as Section 11, of the CCAA.

Pride Group Holdings Inc. et al., 2024 ONSC 2026 at para. 45.
Brainhunter Inc. (Re), 2009 CanLII 67659 (ON SC) [Brainhunter] at para 19.

41. As stated by the Court in *Soccer Express Trading Corp. (Re)*, the steps a court takes when considering granting a critical supplier charge under Section 11.4 are as follows:
- (a) The court must determine if a person is a "supplier" and if the goods and services supplied by that person are "critical" to the debtor's continued operations. In that event, the court has the discretion to declare that person to be a "critical supplier" (s. 11.4(1)).
 - (b) If a person is declared to be a "critical supplier", the court has the discretion to order the continued supply of goods and services on certain terms (s. 11.4(2)).
 - (c) If the court declares that a critical supplier must continue to supply specified goods or services, it is mandatory that the court also order security or a charge in favour of the supplier, although the court has the discretion to determine the priority of any security or charge (s. 11.4(3) and (4)).

Soccer Express Trading Corp. (Re), 2020 BCSC 749 at para. 57.

42. Additionally, the court has jurisdiction to order a debtor company to pay pre-filing amounts or to grant a charge in respect of pre-filing amounts. As stated by the Court in *Restructuration de Fortress Global Enterprises Inc.*:

In some instances however, the CCAA authorizes charges to cover pre-filing debts. Such is the case for pre-order obligations towards a critical supplier, who would cease supporting the debtor if its pre-order debts are not secured and who would, as a result, jeopardize the restructuring efforts that are underway. In such situations, the benefit of securing a pre-order debt is found to outweigh the prejudice to the other creditors, who are temporarily left on the side line. Section 11.4 of the CCAA contemplates such a scenario:

***Restructuration de Fortress Global Enterprises Inc.*, 2021 QCCS 4613 at para. 67.**

43. In *Brainhunter*, the Court granted a critical supplier charge that secured pre-filing and post-filing amounts. This charge was given priority over all but one of the secured creditors.

***Brainhunter* at paras. 22–23.**

44. In *Cow Harbour Construction Ltd., Re*, the Court granted a critical supplier charge in favour of all persons who could file valid and enforceable builders' liens on the lands the debtor company was conducting work on and also stayed the critical suppliers from registering liens against those lands.

***Cow Harbour Construction Ltd., Re*, 2010 CarswellAlta 2973 at paras. 41–42.**

45. Metro-Can's services are critical to the Petitioners' continued operations. Construction of the Development is the business of the Petitioners. Metro-Can is the general contractor on the Development and has overseen the construction of the Development and has contracts with all subtrades. Even after Metro-Can paused work on the Development in October, it remained responsible for monitoring and securing the Development.
46. With the Development being 91% complete and having an anticipated completion date of May 2026, it is neither feasible nor desirable to replace Metro-Can with a different general contractor. If the Petitioners were required to do so, the costs to complete the Development would likely increase, which would imperil the recovery of the Petitioners' creditors and equity holders. Further, changing general contractors could prejudice all of the subtrades.
47. While the Initial Order already bars any person from discontinuing services to the Petitioners, a critical supplier charge is needed for post-filing amounts to provide Metro-Can, and the subcontractors and suppliers who work under Metro-Can, certainly that they will be paid in the ordinary course. A quick resumption of construction relies on

subcontractors and suppliers having certainty that they will receive payment for their work. Granting a critical supplier charge will provide Metro-Can confidence that it will be paid for its work, and the work of subtrades, which will facilitate a rapid resumption of construction and, ultimately, a faster exit for the Petitioners from insolvency proceedings.

48. With the funding received from the Interim Financing, the Petitioners will be able to pay Metro-Can the amounts required to complete construction of the Development, which means the post-filing charge will likely never be required or detrimental to other creditors. The amount of \$1,750,000 reflects the month-over-month cashflow estimate of the Petitioners for Metro-Can's construction costs.
49. Additionally, Metro-Can has informed the Petitioners and the Monitor that it wants security for future work.
50. The Holdback Deficiency is \$6,745,791.76, which relates to work on the Development during the period up to and including July 31, 2025.
51. The Holdback Account is primarily for the benefit of Metro-Can. However, subtrades, through Metro-Can, make payment requests from the Holdback Account upon substantial completion of any such subcontract.
52. Due to the current liquidity issues, the Petitioners would have to borrow additional funds to rectify the deficiency in the Holdback Account. If this was done, the Petitioners would incur additional interest and fees, which would impact the recoveries.
53. The Holdback Charge would provide security for claims against the Holdback Account arising prior to July 31, 2025, as the Holdback Account will be funded going forward for any claims arising after that date. This would provide Metro-Can and subtrades further certainty that any and all amounts owing will be paid, allowing for the resumption of construction, which is in the best interests of all the stakeholders.
54. The Petitioners submit that it is appropriate to grant the Critical Supplier Charge and the Holdback Charge.

Part 4: MATERIAL TO BE RELIED ON

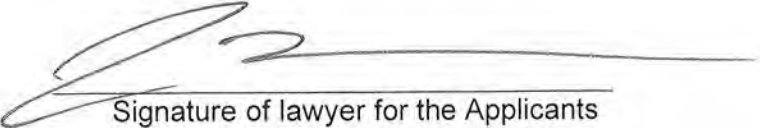
1. Petition to the Court, filed 24/NOV/2025;
2. Initial Order granted 25/NOV/2025;
3. Affidavit #1 of Chelsea Denton made 24/NOV/2025;
4. Affidavit #1 of Thomas Papajohn made 24/NOV/2025;

5. First Report of the Monitor to be filed; and
6. Such further and other materials 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 of 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).

Date: 02/DEC/2025


Signature of lawyer for the Applicants
Eamonn Watson

<i>To be completed by the court only:</i>	
Order made	
<input type="checkbox"/>	in the terms requested in paragraphs _____ of Part 1 of this Notice of Application
<input type="checkbox"/>	with the following variations and additional terms:
Date:	
Signature of <input type="checkbox"/> Judge <input type="checkbox"/> 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"

NO. S-258845
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511 B.C.
LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND JAMESON
BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

Service List

(as of Dec 2, 2025)

<p>Dentons Canada LLP 20th Floor – 250 Howe Street, Vancouver, BC V6C 3R8 Tel no. (604) 687-4460 Attention: John Sandrelli, Eamonn Watson, and Cassandra Federico Emails: john.sandrelli@dentons.com cassandra.federico@dentons.com eamonn.watson@dentons.com chelsea.denton@dentons.com</p> <p>Counsel to the <i>Petitioners</i>.</p>	<p>Alvarez & Marsal Canada 925 W. Georgia Street Unit 902 Vancouver BC V6C 3L2 Te no.: (604) 638-7440 Attention: Pinky Law and Anthony Tilman Emails: pinky.law@alvarezandmarsal.com atillman@alvarezandmarsal.com</p> <p><i>Monitor</i></p>
<p>Richards Buell Sutton LLP 700 – 401 West Georgia Street Vancouver, BC Canada V6B 5A1 Tel no.: (604) 682-3664 Attention: Dan Nugent Email: dnugent@rbs.ca</p> <p>Counsel to <i>British Columbia Housing Management Commission</i></p>	<p>DLA Piper (Canada) LLP Suite 2700 1133 Melville Street Vancouver, British Columbia V6E 4E5 Tel no.: (604) 687-9444 Attention: Arad Mojtahedi and Colin Brousson Emails: colin.brousson@ca.dlapiper.com arad.mojtahedi@ca.dlapiper.com</p> <p>Counsel to the <i>Monitor</i></p>

<p>Harper Grey LLP 650 W Georgia St #3200, Vancouver, BC V6B 4P7</p> <p>Tel. No. (604) 687-0411 Attention: Norm Streu and Salman Bhura Email: nstreu@harpergrey.com sbhura@harpergrey.com</p> <p><i>Counsel to Metro-Can Construction (BB) Ltd.</i></p>	<p>Ozz Electric BC Inc. c/o Rocky Kim Law Corporation 1021 West Hastings Street, 9th Floor Vancouver, BC V6N 0C3</p> <p>Tel. No. (778) 997-7710 Attention: Rocky Kim Email: assistant@rkimlawcorp.com</p>
<p>Maynbridge Capital Inc. 1111 West Hastings Street, Suite 388 Vancouver, BC V6E 2J3</p> <p>Tel. No. (604) 684-7070 Attention: Salvatore Mobilio and Aaron Leong Email: sal@kbcapital.ca aaron@kbcapital.ca</p>	<p>Midland Appliance Ltd. 13651 Bridgeport Road, Richmond, BC V6V 1J6 c/o Borden Lader Gervais LLP 200 Burrard Street Suite 1200 Vancouver, BC V7X 1T2</p> <p>Tel No.: 604.687.5744</p> <p>Attn: Blair Rebane Email: BRebane@blg.com</p>
<p>Portage Capital Corporation 25 Montgomery Avenue, Suite 204 Toronto, Ontario M4R 0A1</p> <p>Attention: Andrew Jones Tel no. 226-499-2398 Email: ajones@portagecapital.ca</p>	<p>Cassels Brock & Blackwell LLP 2200 - 885 West Georgia Street Vancouver, BC V6C 3E8</p> <p>Attention : Vicki Tickle Email : vtickle@cassels.com Tel. No 604 691 6100</p> <p><i>Counsel to Portage Capital Corporation</i></p>
<p>Argo Ventures Inc. c/o Registered and Records Office Suite 660 – 355 Burrard Street Vancouver, BC V6C 2G8</p>	<p>Redpoint Law LLP Suite 660 – 355 Burrard Street Vancouver, BC V6C 2G8</p> <p>Attention: Timothy Lack Email: tlack@redpointlaw.ca Tel. no. (604) 757-3032</p> <p><i>Counsel to Argo Ventures Inc.</i></p>

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SCHEDULE "B"

NO. S-258845
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511 B.C.
LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND JAMESON
BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

ORDER MADE AFTER APPLICATION
(AMENDED AND RESTATED INITIAL ORDER)

))
BEFORE)	THE HONOURABLE JUSTICE MASUHARA) 04/DEC/2025
))

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 4th day of December, 2025 (the "**Order Date**"); AND ON HEARING John Sandrelli and Eamonn Watson, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Affidavit #1 of Thomas James Pappajohn made November 24, 2025 (the "**First Pappajohn Affidavit**"), the consent of Alvarez & Marsal Canada Inc. to act as Monitor, and the First Report of the Monitor dated December [-], 2025 (the "**First Report**"); AND UPON BEING ADVISED that the secured creditors and certain others who are likely to be affected by the charges created herein were given notice; 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:

1. This Amended and Restated Initial Order (this “**Order**” or “**ARIO**”) amends and restates the Initial Order of this Court made in these proceedings on November 25, 2025 (the “**Initial Order**”).

SERVICE

2. The time for service of the Notice of Application for this ARIO and the materials filed in support thereof (collectively, the “**Application**”) is hereby abridged such that service of the Application is declared to be good and sufficient and the Application is properly returnable today, and further service thereof is hereby dispensed, except as otherwise expressly stated in the Initial Order, as amended herein.

JURISDICTION

3. 1061511 B.C. Ltd. (“**106**”), Jameson Broadway & Birch Limited Partnership (the “**LP**”) and Jameson Broadway & Birch General Partner Ltd. (the “**GP**”) are parties to which the CCAA applies and shall enjoy the benefits of the protections and authorizations provided in this Order, and shall be subject to the same restrictions hereunder.

PLAN OF ARRANGEMENT

4. The Petitioners 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. Subject to this Order and any further Order of this Court the Petitioners shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), and continue to carry on their business (the “**Business**”) in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioners shall be authorized and empowered to continue to retain and instruct the consultants, agents, experts, accountants, counsel and such other persons (collectively, “**Assistants**”) currently retained by

them, with liberty to retain and instruct such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

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

- (a) 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**");
- (b) the fees and disbursements of any Assistants retained by the Petitioners which are related to the Petitioners' restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioners, whenever and wherever incurred, in respect of:
 - (i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioners or any subsidiaries or affiliated companies of the Petitioners are domiciled;
 - (ii) any litigation in which the Petitioners are named as a party or is otherwise involved, whether commenced before or after the Order Date; and
 - (iii) any related corporate matters; and
- (c) all amounts owing for goods and services actually supplied to the Petitioners by other parties providing goods or services, with the prior consent of the Monitor, if, in the opinion of the Petitioners and the Monitor, the supplier or service provider is critical to the Business and ongoing operations of the Petitioners and the payment is required to ensure ongoing supply.

7. Except as otherwise provided herein, the Petitioners shall be entitled to pay all expenses reasonably incurred by the Petitioners in carrying on the Business in the ordinary course following

the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services;
- (b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioners' obligations incurred prior to the Order Date); and
- (c) fees and disbursements of the kind referred to in paragraph 6(b) of this Order, which may be incurred after the Order Date.

8. The Petitioners are authorized to 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 Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Petitioners in connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order 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 property taxes, municipal business taxes 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.

9. Except as specifically permitted herein, the Petitioners are 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 Petitioners to any of their creditors as of the Order Date except as authorized by this Order;
- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Petitioners to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

10. Subject to such requirements as are imposed by the CCAA, the Petitioners shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$250,000 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 for their Business or Property, in whole or part;

all of the foregoing are to permit the Petitioners to proceed with an orderly restructuring of the Business (the "**Restructuring**").

11. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the "**Relevant Enactment**"), the Petitioners, in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, "**Third Parties**"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioners binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioners or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioners.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

12. Until and including February 27, 2026, or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioners and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

13. During the Stay Period, no Proceeding against or in respect of James Holdings Ltd. ("**James Holdings**"), or affecting the business or the property of James Holdings (collectively, "**JHL's Business and Assets**"), shall be commenced or continued by Portage Capital Corporation ("**Portage**"), Argo Ventures Inc. ("**Argo**") or British Columbia Housing Management Commission ("**BC Housing**", and collectively with Portage and Argo, the "**JHL Stay Parties**") except with the written consent of the Petitioners, James Holdings and the Monitor, or with leave of this Court, and any and all Proceedings commenced by any of the JHL Stay Parties currently under way against or in respect of James Holdings or affecting JHL's Business and Assets are hereby stayed and suspended pending further Order of this Court, provided, however, that during the Stay Period, James Holdings shall continue to carry on its business in the ordinary course and, in doing so, shall not dispose of or dissipate any of JHL's Business and Assets.

14. 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 Petitioners or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor, or leave of this Court.

15. During the Stay Period, all rights and remedies of any of the JHL Stay Parties against or in respect of James Holdings, or affecting JHL's Business and Assets, are hereby stayed and suspended except with the written consent of the Petitioners, the Monitor and James Holdings, or leave of this Court, provided, however, that during the Stay Period, James Holdings shall continue to carry on its business in the ordinary course and, in doing so, it shall not dispose of or dissipate any of JHL's Business or Assets.

16. Nothing in this Order, including paragraphs 12, 13, 14 and 15, shall: (i) empower the Petitioners or James Holdings to carry on any business which the Petitioners are 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 mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioners or James Holdings.

NO INTERFERENCE WITH RIGHTS

17. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Petitioners, except with the written consent of the Petitioners and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. During the Stay Period, all Persons having oral or written agreements with the Petitioners or mandates under an enactment 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 Petitioners, 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 Petitioners, and that the Petitioners shall be entitled to the continued use of their 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 Order Date are paid by the Petitioners in accordance with normal payment practices of the Petitioners or such other practices as may be agreed upon by the supplier or service provider and the Petitioners and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. Notwithstanding any provision 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 Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Petitioners on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

CRITICAL SUPPLIER

20. Metro-Can Construction (BB) Ltd. ("**Metro-Can**") is hereby declared a critical supplier to the Petitioners in accordance with Section 11.4 of the CCAA.

21. Metro-Can shall, from the Order Date and in addition to any other obligations it has under this Order, supply and continue to supply goods and services to the Petitioners on the terms and conditions set out in the existing agreements between Metro-Can and the Petitioners, including but not limited to the Agreement for Stipulated Price Contract dated December 8, 2022, attached as Exhibit "D" to the First Affidavit (as amended, the "**Construction Contract**"), as amended herein.

22. Metro-Can shall be entitled to the benefit of and is hereby granted a charge (the "**Critical Supplier Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,750,000, as security for any amounts that the Petitioners become indebted to Metro-Can for the supply of goods and services after the Order Date. The Critical Supplier Charge shall have the priority set out in paragraphs 46 and 48 of this Order.

23. The Petitioners are authorized to pay any and all invoices of Metro-Can outstanding as of the Order Date, for the supply of goods and services provided to the Petitioners under the Construction Contract prior to the Order Date.

24. Metro-Can shall be entitled to the benefit of and is hereby granted further a charge (the "**Holdback Charge**") on the Property, which charge shall not exceed an aggregate amount of \$6,745,791.76 as security for any unpaid claims against the Petitioners' holdback account established pursuant to Section 5 of the *Builders Lien Act*, S.B.C. 1997, c. 45, arising during the period up to and including July 31, 2025. The Holdback Charge shall have the priority set out in paragraphs 46 and 48 of this Order.

25. Notwithstanding anything to the contrary in the Construction Contract, any and all disputed payments, invoices, change orders, or any other matter related to amounts owing from the Petitioners to Metro-Can under the Construction Contract or any other agreement, or payment thereof, shall be submitted to this Court for adjudication on a summary basis.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

26. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Petitioners with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioners 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 compromise or arrangement in respect of the Petitioners, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioners or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Petitioners that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

27. The Petitioners shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioners after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

28. The directors and officers of the Petitioners 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 \$100,000 as security for the indemnity provided in paragraph 27 of this Order. The Directors' Charge shall have the priority set out in paragraphs 46 and 48 of this Order.

29. 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 Petitioners' 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 27 of this Order.

APPOINTMENT OF MONITOR

30. Alvarez & Marsal Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioners and their directors, officers, and Assistants shall advise the Monitor of all material steps taken by the Petitioners 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.

31. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Petitioners' 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) advise the Petitioners in its development of the Plan and any amendments to the Plan;
- (d) assist the Petitioners, to the extent required by the Petitioners, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) 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 Petitioners, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;
- (f) 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
- (g) perform such other duties as are required by this Order or by this Court from time to time.

32. 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, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be

construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

33. Nothing herein contained shall require or allow 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 *Fisheries Act*, the *British Columbia Environmental Management Act*, the *British Columbia Fish Protection 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. For greater certainty, 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.

34. The Monitor shall provide any creditor of the Petitioners with information provided by the Petitioners 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 Petitioners are 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 Petitioners may agree.

35. 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 rights and protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

36. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by

the Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioners on a periodic basis and, in addition, the Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Petitioners, retainers in the amounts of \$50,000, \$50,000 and \$100,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

37. 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 British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

38. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners 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 \$500,000 as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioners' restructuring. The Administration Charge shall have the priority set out in paragraphs 46 and 48 of this Order.

INTERIM FINANCING

39. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility from BC Housing (in such capacity, the "**Interim Lender**") in order to finance the continuation of the Business and preservation of the Property, provided that borrowings under such credit facility shall not exceed \$26,000,000 unless permitted by further order of this Court.

40. Such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Petitioners and the Interim Lender dated as of November 28, 2025 (the "**Interim Financing Term Sheet**"), attached as Schedule [-] to the First Report.

41. The Petitioners are 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 Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Petitioners are hereby authorized and directed to pay and perform

all of their indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Interim Financing Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

42. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property as security for all amounts owing by the Petitioners to the Interim Lender under the Interim Financing Term Sheet and the Definitive Documents. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 46 and 48 hereof.

43. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon four (4) business days' notice to the Petitioners and the Monitor, may exercise any and all of its rights and remedies against the Petitioners or the Property under or pursuant to the Interim Financing Term Sheet, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Petitioners and set off and/or consolidate any amounts owing by the Interim Lender to the Petitioners against the obligations of the Petitioners to the Interim Lender under the Interim Financing Term Sheet, the Definitive Documents or the Interim 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 Petitioners and for the appointment of a trustee in bankruptcy of the Petitioners; and
- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioners or the Property

44. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioners under the CCAA, with respect to any advances made under the Interim Financing Term Sheet and Definitive Documents.

45. For the purpose of the Interim Financing Term Sheet, the 32-week cash-flow for the period ending June 26, 2026, prepared by the Petitioners with the assistance of the Monitor and attached as Schedule [-] to the First Report, is hereby approved subject to such variances as the Petitioners may propose, as approved by the Monitor, and further approved by the Interim Lender, acting reasonably.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

46. The priorities of the Administration Charge, the Directors' Charge, the Interim Lender's Charge, the Critical Supplier Charge and the Holdback Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000);

Second – Directors' Charge (to the maximum amount of \$100,000);

Third – Interim Lender's Charge;

Fourth – Critical Supplier Charge (to the maximum amount of \$1,750,000); and

Fifth – Holdback Charge (to the maximum amount of \$6,745,791.76).

47. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge, the Directors' Charge, the Interim Lender's Charge, the Critical Supplier Charge and the Holdback Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

48. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors,

statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

49. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge and the Directors' Charge.

50. The Administration Charge and the Directors' Charge 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**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Petitioners; 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 Interim Financing Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Petitioners 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 creation of the Charges; and
- (c) the payments made by the Petitioners pursuant to this Order 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.

51. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Petitioners' interest in such real property leases.

SERVICE AND NOTICE

52. The Monitor shall (i) without delay, publish in one national Canadian newspaper a notice containing the information prescribed under the CCAA, (ii) within five (5) days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioners 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.

53. The Petitioners and the Monitor are at liberty to serve 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 or electronic transmission to the Petitioners' creditors or other interested parties at their respective addresses as last shown on the records of the Petitioners and that any such service or notice by courier, personal delivery or electronic 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.

54. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: www.alvarezandmarsal.com/jamesonbroadway (the "**Website**").

55. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Website.

56. Notwithstanding paragraphs 53 and 55 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings*

Act, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

57. The Petitioners or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

58. 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 Petitioners, the Business or the Property.

59. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners 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 Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

60. Each of the Petitioners 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 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, including acting as a foreign representative of the Petitioners to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

61. The Petitioners may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioners determine that such a filing is appropriate.

62. The Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

63. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

64. Any interested party (including the Petitioners and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to 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.

65. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

66. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

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 John Sandrelli
Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

(List of Counsel)

[illegible]

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985 C. C-44
AND THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002 C. 57

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511 B.C.
LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND JAMESON
BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

**ORDER MADE AFTER APPLICATION
AMENDED AND RESTATED INITIAL ORDER**

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
20th Floor, 250 Howe Street
Vancouver, British Columbia V6C 3R8
Attn: John Sandrelli