



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 05/MAR/2026 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 order, substantially in the form attached as **Schedule “B”** (the **“Stay Extension Order”**), among other things:
  - (a) extending the Stay Period (as defined in the Amended and Restated Initial Order granted December 4, 2025 (the **“ARIO”**)) until and including May 29, 2026 (the **“Stay Extension Period”**); and
  - (b) authorizing the Petitioners to grant a mortgage (the **“Birch Mortgage”**) of the Development Property (as defined below) in favour of Computershare Trust Company of Canada (**“Computershare”**) and Argo Ventures Inc. (**“Argo”**) in the principal amount of \$35,000,000, securing (1) any and all amounts owing by one or more of the Petitioners to James Holdings Ltd. (**“James Holdings”**) and (2) any and all distributions that James Holdings is entitled to from the Development (as defined below) (including in respect of any sale or refinancing thereof) to, among other things, cross-collateralize and cross-default the Birch Mortgage to the indebtedness, obligations, and liabilities owed to Computershare by, among others, James Holdings under an existing loan agreement and related security agreement; provided, the Birch Mortgage shall rank subordinate to (A) the existing mortgages registered on title to the Development Property and (B) the court ordered charges granted by this Court in the ARIO; and
  - (c) authorizing Computershare and Argo to register the Birch Mortgage against title to the Development Property.
2. The Petitioners seek 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 (the **“First Pappajohn Affidavit”**), and the Second Affidavit of Thomas James Pappajohn, made March 2, 2026 (the **“Second Pappajohn Affidavit”**), in these proceedings.
2. The Petitioners are in the business of developing and constructing a 28-storey residential rental and commercial construction project (the **“Development”**) at 2538 Birch Street, Vancouver, British Columbia, which is on the southeast corner of West Broadway and Birch Street (the **“Development Property”**).

3. Work on the Development began in 2017 and at the time the CCAA Proceedings (as defined below) were commenced was 91% complete.
4. As a result of the lack of further advances from BC Housing, construction on the Development ceased. Without seeking creditor protection under the CCAA, the Petitioners did not have an alternative source of construction funding.
5. On November 25, 2025, the Petitioners obtained an initial order (the "**Initial Order**") under the CCAA, which order was amended and restated by the order of this Court granted December 4, 2025 (the "**ARIO**").
6. The ARIO, among other things:
  - (a) extended the stay of proceedings in respect of the Petitioners and James Holdings until and including March 5, 2026 (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**"); and
  - (c) approved a credit facility from Maynbridge Capital Inc. (the "**Interim Lender**") to the maximum amount of \$31,000,000 (the "**Interim Financing**").
7. The Interim Financing was necessary to continue operating, complete the Development and complete a restructuring.
8. Since the granting of the ARIO, the Petitioners have, with the oversight and assistance of the Monitor, among other things:
  - (a) entered into the definitive agreement with respect to the Interim Financing of up to \$31 million, as approved under the ARIO;
  - (b) worked with Metro-Can to make payments to catch up pre-filing arrears as set out in the ARIO;
  - (c) funded the Holdback Account;
  - (d) with Metro-Can, arranged for re-mobilization of the construction team and re-commencement of construction on the Development;
  - (e) continued to work collaboratively with Metro-Can towards the completion of the Development;
  - (f) developed and progressed a restructuring path in the CCAA Proceedings; and

- (g) continued its ongoing discussions with stakeholders, including BC Housing.
9. The purpose of the CCAA Proceedings is to give the Petitioners the breathing room and facilitate funding that are necessary to complete construction of the Development and progress a restructuring for the benefit of all stakeholders.

#### **UPDATE ON INTERIM FINANCING AND CONSTRUCTION**

10. On or about December 9, 2025, the Petitioners and the Interim Lender entered into the definitive agreement with respect to the Interim Financing of up to \$31 million, as approved under the ARIO.
11. The Petitioners received the first advance from the Interim Lender on or about December 12, 2025, and made the Metro-Can Payments (as defined in the Second Report of the Monitor dated January 27, 2026) on or about December 15, 2025.
12. To date, the Petitioners have received three advances from the Interim Lender totaling \$20 million. From these amounts, among other things:
- (a) \$7.427 million was paid Metro-Can to catch up pre-filing arrears as set out in the ARIO;
  - (b) \$7.384 million was paid to fund the Holdback Account, including deficiencies that existed at the time of commencing these proceedings as set out in the ARIO; and
  - (c) \$2.609 million has been paid to Metro-Can as post-filing construction costs.
13. Metro-Can made arrangements to re-mobilize the construction team in December 2025 and construction on the Development had recommenced with virtually all subtrades operating at 100% by on or about January 16, 2026.
14. The Petitioners, with the oversight and assistance of the Monitor, have been working collaboratively with Metro-Can towards the completion of the Development.
15. Based on the latest estimated schedule from Metro-Can, the current “outside date” for construction completion is expected to be end of July 2026 but the Petitioners expect that the completion may be earlier.

#### **UPDATE ON RESTRUCTURING**

16. Prior to commencement of the CCAA Proceedings, 106 and LP, as vendors, entered an Agreement of Purchase and Sale dated August 12, 2025 (as amended from time to time,

the "**Purchase Agreement**"), with FPB Holdings Group Inc., as purchaser (the "**Purchaser**" or "**FPB**").

17. The Purchase Agreement represented an exciting opportunity that would:
  - (a) see all creditors paid in full on closing;
  - (b) retain all of the MIRHPP Units (or the same square footage); and
  - (c) support Indigenous and non-Indigenous medical care in British Columbia by providing outpatient lodging in Vancouver.
18. The Purchase Agreement was intended to support the Development being used to create a safe, culturally appropriate residential lodge for Indigenous members receiving long and short-term medical treatment in the Vancouver area, with accommodation provided at minimal cost to the patient and their First Nation. The concept is referred to as the "**Dunna'eh House of Healing**" and would be managed by the Dunna'eh House of Healing Society. The concept was refined so that it can include accommodation for non-Indigenous peoples from rural communities in BC and the Yukon.
19. Pursuant to the Third Extension and Amendment Agreement dated November 20, 2025, the Purchaser and the Petitioners agreed to amend the Purchase Agreement to, among other things, extend the Purchaser's financing condition waiver date from November 17, 2025 to December 19, 2025.
20. The financing condition was not waived by FPB. As a result, and after discussions between the Petitioners and FPB, the Purchase Agreement was formally terminated on December 19, 2025.
21. Notwithstanding this termination of the Purchase Agreement, the Petitioners are continuing to work with FPB and the Dunna'eh House of Healing Society with the goal to present a restructuring path in the CCAA Proceedings with the same goals as were reflected in the Purchase Agreement.
22. The Petitioners, in consultation with FPB and the Dunna'eh House of Healing Society, have determined the best path forward is by way of a plan of arrangement as opposed to progressing the Purchase Agreement. The contemplated plan would include a utilization of the existing partnership structure (restructured) as a vehicle to complete a restructuring transaction in the CCAA Proceedings that would repay BC Housing, the Interim Lender (noting the Interim Financing is sufficient to pay Metro-Can and all other ongoing obligations to complete the Development) and all other creditors of the Petitioners in full.

23. The Petitioners, with the oversight and support of the Monitor, have developed initial documents, including an initial confidential investment memorandum and supporting financial model and non-disclosure agreement, in order to progress an equity raise to support the restructuring plan. This equity raise is being progressed in parallel with addressing the necessary debt to complete a restructuring transaction in the CCAA Proceedings.
24. The Petitioners have continued to engage with BC Housing, the Province of British Columbia and the City of Vancouver, among other stakeholders, with respect to the restructuring transaction and the proposed Dunna'eh House of Healing.
25. With respect to the City of Vancouver, the Petitioners continue to work to address the rezoning that will be necessary to accommodate the change of use from residential rental to short-term medical accommodations.
26. With respect to BC Housing and the Province of British Columbia, the Petitioners continue to discuss the covenant in favour of BC Housing that is registered against title to the Development Property, which mandates the use of the residential component of the Development as market rental. This covenant will need to be discharged or amended to facilitate the operation of the proposed Dunna'eh House of Healing.

#### **MORTGAGE IN FAVOUR OF COMPUTERSHARE AND ARGO**

27. A loan facility was advanced to the Petitioners pursuant to a loan agreement dated for reference December 3, 2021 (the "**JHL Credit Agreement**") between the Petitioners, as borrowers, James Holdings, as lenders, and various guarantors;
28. Under the JHL Credit Agreement, James Holdings has advanced a loan facility to the Petitioners (the "**JHL Credit Facility**"), under which the principal amount of approximately \$9M is currently claimed, together with interest and other amounts totalling another \$3.5M, for a total of approximately \$12.5M.
29. James Holdings is the majority limited partner of the LP and majority shareholder of the GP.
30. The ability of James Holdings to advance funds to the Petitioners was based primarily, either directly or indirectly, on separate financing from Portage as well as an extension of a loan from Argo.
31. Under a loan agreement dated November 1, 2020 (as amended, the "**Argo Credit Agreement**") between James Holdings and others, as borrowers, Argo, as lender; and various guarantors, Argo agreed to loan \$5,350,000 to James Holdings and others

(the "**Argo Credit Facility**"), which agreement was modified by loan modification agreement dated June 27, 2025, under which Argo agreed to extend the term of the Argo Credit Facility until September 30, 2026, on the condition that James Holdings provide an irrevocable direction to pay to the Petitioners to pay the entire amount owing to Argo from the net sale proceeds following a sale of the Development.

32. The ability of James Holdings to repay the Argo Credit Facility is tied to repayment of the JHL Credit Facility by the Petitioners.
33. Under a commitment letter dated November 5, 2021 (as amended, the "**Portage Credit Agreement**") between 4354 Investments Ltd., 5186 Investments Ltd. and No. 198 Cathedral Ventures Ltd. as bare trustees and beneficial owners for James Holdings, as borrower, Portage, as lender, and James Holdings as guarantor among others, Portage agreed to loan \$21,500,000 to 4354 Investments Ltd., 5186 Investments Ltd. and No. 198 Cathedral Ventures Ltd. as bare trustees and beneficial owners for James Holdings. Computershare is the secured creditor in respect of the Portage Credit Agreement.
34. James Holdings used some of the funds advanced under the Portage Credit Facility to advance the full principal of the JHL Credit Facility (\$9,008,748.91) to the Petitioners.
35. In consideration for Computershare continuing to make the Portage Credit Facility available, James Holdings provided an irrevocable direction to pay to the Petitioners to pay the entire amount owing to Portage/Computershare from the net sale proceeds following a sale of the Development.
36. The ability of James Holdings to service and repay the indebtedness to Argo and Portage is predicated on repayment of the JHL Credit Facility by the Petitioners. Further, James Holdings is a creditor of the Petitioners and holds 75% of the equity of the Development. James Holdings has a significant financial interest in the Development, and its operations and financial stability are intertwined with the Petitioners.
37. Given the above, the Petitioners sought and were granted an order as part of the ARIO extending the stay of proceedings to James Holdings (the "**JHL Stay of Proceedings**") on the terms set out in the ARIO.
38. Following the commencement of the CCAA Proceedings, and relying on the JHL Stay of Proceedings, James Holdings ceased making monthly interest payments of \$215,000 per month to Computershare under the Portage Credit Agreement for the reasons set out above. As a result, \$860,000 in interest payments have not been made to Portage (including the March 1, 2026 payment).

39. On December 24, 2025, CMLS Financial Ltd., as servicer on behalf of Computershare, issued demand letters to, among others, James Holdings, which enclosed a notice of intention to enforce security pursuant to Section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
40. Given the potential enforcement by Computershare against assets of which James Holdings is the beneficial owner other than the Development, James Holdings negotiated a forbearance agreement with Computershare, which was executed on or about February 9, 2026 (the "**Forbearance Agreement**").
41. Although the Petitioners are a party to the Forbearance Agreement, the Petitioners' only substantive obligation thereunder is to seek approval of the Birch Mortgage, which is a condition precedent under the Forbearance Agreement. Given that Argo and Computershare both have irrevocable directions to pay as described above, Computershare and Argo agreed to share in the Birch Mortgage and negotiated the sharing between them.
42. The Petitioners seek approval of the Birch Mortgage to help maintain stability and value during the CCAA Proceedings. James Holdings is a creditor of the Petitioners, and in that capacity it will not receive payment during the CCAA Proceedings but expects repayment of the JHL Credit Facility upon closing of the planned restructuring transaction. Further, James Holdings is expected to see a return on its equity position. The Birch Mortgage in favour of Computershare and Argo will assist with preserving the *status quo* and allow the Petitioners and James Holdings to focus on the completion of the Development for the benefit of all stakeholders.
43. The Birch Mortgage does not alter any priorities among creditors, nor alter rights amongst equity interests, that existed at the commencement of the CCAA Proceedings. Any payment under the Birch Mortgage would occur only upon plan implementation, closing a restructuring transaction or further order of this Court, in accordance with priorities that existed at the at the commencement of the CCAA Proceedings, including those set out in the ARIO.
44. For greater certainty, recourse under the Birch Mortgage is limited to the portion of net proceeds and distributions otherwise payable to James Holdings, and the Birch Mortgage shall not entitle the mortgagees to recover from property or proceeds that, but for the Birch Mortgage, would be distributable to other creditors of the Petitioners.
45. Further, the Birch Mortgage is consistent with the irrevocable directions to pay that James Holdings issued to the Petitioners directing payments to Computershare and Argo from the net sale proceeds following a sale of the Development that would be due to James Holdings.

### Part 3: LEGAL BASIS

1. The Petitioners rely on:
  - (a) CCAA, specifically Sections 11, 11.02 and 36;
  - (b) *Supreme Court Civil Rules*, B.C. Reg. 168/2009, as amended;
  - (c) the inherent and equitable jurisdiction of this Court; and
  - (d) such further and other legal basis as counsel may advise and this Court may allow.

### EXTENSION OF THE STAY PERIOD

2. 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.**

3. 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.**

4. 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.**

5. Extending the relief granted by the ARIO, 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.

6. 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 ARIO 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 progressing construction on the Development to maximize the value.
7. 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.
8. The cash flow forecast demonstrates that the Petitioners will have sufficient liquidity to fund their operations through the Stay Extension Period.
9. The Petitioners submit that, in the circumstances, it is necessary and appropriate that the Stay Period be extended to May 29, 2026.

#### **APPROVAL OF MORTGAGE IN FAVOUR OF COMPUTERSHARE AND ARGO**

10. Pursuant to Section 11 of the CCAA, the court “may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.”

**CCAA, s. 11.**

11. For instance, this Court has jurisdiction to approve a settlement agreement pursuant to Section 11 of the CCAA.

***Walter Energy Canada Holdings, Inc. (Re)*, 2017 BCSC 1968 at para. 32.**

12. Settlement agreements have frequently been approved in CCAA proceedings where a settlement avoids complex and costly legal contests and which contribute to advancing the restructuring on a timely and efficient basis.

***1057863 B.C. Ltd. (Re)*, 2024 BCSC 1111 at para. 14.**

13. Approving a settlement under the CCAA requires that this Court consider whether the settlement:
  - (a) is fair and reasonable;
  - (b) provides substantial benefit to the stakeholders; and

- (c) is consistent with the remedial purposes and objectives of the CCAA.

*Walter Energy Canada Holdings, Inc. (Re)*, 2017 BCSC 1968 at para. 33.

14. Section 36(1) of the CCAA imposes a restriction on the Petitioners not to sell or otherwise dispose of any assets. More specifically:

A debtor company in respect of which an order has been made under this Act may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.

**CCAA, s. 36(1).**

15. Section 36(3) of the CCAA sets out the non-exhaustive list of factors to be considered in respect of a disposition of an insolvent debtor's assets:

- (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
- (b) whether the monitor approved the process leading to the proposed sale or disposition;
- (c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
- (d) the extent to which the creditors were consulted;
- (e) the effects of the proposed sale or disposition on the creditors and other interested parties; and
- (f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

**CCAA, s. 36(3).**

16. The JHL Stay of Proceedings was granted on the basis that, among other things:

- (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 restructuring 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 restructuring of the Development is completed. James Holdings will likely receive repayment of this loan when a restructuring of the Development is completed.
  - (c) The Portage/Computershare and Argo loans allowed the Petitioners to 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 Credit Agreement, and as such the CCAA Proceedings impaired James Holdings' ability to make monthly interest payments to Computershare as James Holdings would not receive payments under the JHL Credit Agreement.
  - (e) The ARIO included a limited stay of proceedings to James Holdings to maintain the *status quo* and to maintain the current value of the Petitioners as the stay keeps all parties focused on a successful restructuring of the Petitioners, specifically the completion of the Development for the benefit of all stakeholders.
17. The Birch Mortgage advances the same purpose as the JHL Stay of Proceedings, allowing James Holdings' management to focus their attention and resources on completing the Development.
18. The Birch Mortgage is a condition precedent under the Forbearance Agreement.
19. Approval of the Birch Mortgage will help maintain stability and value during the CCAA Proceedings. James Holdings is a creditor of the Petitioners, and in that capacity it will not receive payment during the CCAA Proceedings but expects to receive repayment on the loan upon completion of a restructuring transaction. Further, James Holdings will likely see a return on its equity position. The Birch Mortgage in favour of Computershare and Argo will assist with preserving the *status quo* and allow the Petitioners and James Holdings to focus on the completion and sale of the Development for the benefit of all stakeholders.
20. The Birch Mortgage does not alter any priorities among creditors, nor alter rights amongst equity interests, that existed at the commencement of the CCAA Proceedings. Any payment under the Birch Mortgage would occur only upon plan implementation, closing a restructuring transaction or further order of this Court, in accordance with the priorities that existed at the commencement of the CCAA Proceedings, including those set out in the ARIO.

21. For greater certainty, it is not intended that James Holdings would receive any interim distributions during the Stay Period. Any repayment on account of the JHL Credit Facility or the Birch Mortgage would occur only upon implementation of a Court approved restructuring transaction or further order of this Court, and strictly in accordance with the priorities that existed at the commencement of the CCAA Proceedings, including those set out in the ARIO.
22. Further, the Birch Mortgage is consistent with the irrevocable directions to pay that James Holdings issued to the Petitioners directing payments to Portage/Computershare and Argo from the net sale proceeds following a sale of the Development that would be due to James Holdings.
23. Both Sections 11 and 36 provide the statutory basis to approve the Birch Mortgage. The statutory jurisdiction under Section 11 has been found to be very broad and the relief sought is necessary and appropriate, while not prejudicing any of the stakeholders. Moreover, although the granting of the Birch Mortgage is not a disposition of assets *per se*, approval of such aligns with the factors a court would normally consider thereunder.

**Part 4: MATERIAL TO BE RELIED ON**

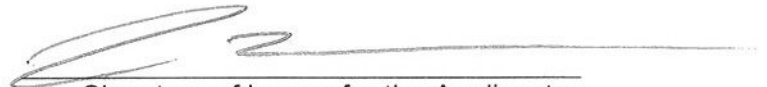
1. ARIO granted 04/DEC/2025;
2. Affidavit #1 of Thomas Papajohn made 24/NOV/2025;
3. Affidavit #2 of Thomas Papajohn made 02/MAR/2026;
4. Second Report of the Monitor dated January 27, 2026;
5. Third Report of the Monitor to be filed; and
6. Such further and other materials as counsel may advise and 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/MAR/2026

  
 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:
<hr style="border: 0; border-top: 1px solid black;"/> <hr style="border: 0; border-top: 1px solid black;"/> <hr style="border: 0; border-top: 1px solid black;"/>	
Date:	<hr style="border: 0; border-top: 1px solid black;"/> 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 18, 2025)

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

BEFORE ) THE HONOURABLE JUSTICE MASUHARA ) 05/MAR/2026  
) )

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 5<sup>th</sup> day of March, 2026; 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 Affidavit #2 of Thomas James Pappajohn made March 2, 2026, Affidavit #3 of Thomas James Pappajohn made March [-], 2026 (the "**Third Pappajohn Affidavit**") and the Third Report of the Monitor dated March [-], 2026; AND PURSUANT to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

**THIS COURT ORDERS AND DECLARES THAT:**

**SERVICE**

1. The time for service of the Notice of Application 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 service thereof upon any interested party other than those parties on the Service List (as defined in the Amended and Restated Initial Order of this Court granted December 4, 2025 (the "**ARIO**")) maintained by the Monitor for these proceedings is hereby dispensed with.

**STAY EXTENSION**

2. The Stay Period (as defined in the ARIO) is hereby extended up to and including May 29, 2026.

**APPROVAL OF BIRCH MORTGAGE**

3. The Petitioners are authorized to grant a mortgage (the "**Birch Mortgage**"), [a copy of which is/substantially in the form] attached as Exhibit "[A]" to the Third Pappajohn Affidavit, of the property set out in the Birch Mortgage and particularized below (the "**Development Property**") in favour of Computershare Trust Company of Canada ("**Computershare**"), and Argo Ventures Inc. ("**Argo**") in the principal amount of \$35,000,000, securing (1) any and all amounts owing by one or more of the Petitioners to James Holdings Ltd. ("**James Holdings**") and (2) any and all distributions that James Holdings is entitled to from the development project that is the subject of these proceedings (including in respect of any sale or refinancing thereof) to, among other things, cross-collateralize and cross-default the Birch Mortgage to the indebtedness, obligations, and liabilities owed to Computershare and Argo by, among others, James Holdings under an existing loan agreement and related security agreement.

4. The Birch Mortgage shall rank subordinate in priority to (i) all Charges (as defined in the ARIO), (ii) any claims under section 11.8(8) of the CCAA, and (iii) those existing mortgages registered on title to the Development Property as of the date of this Order and any other security interests, trusts, liens, charges or encumbrances that rank in priority to those mortgages. For greater certainty, the Birch Mortgage shall not impair, prime or alter the relative priorities among the Petitioners' creditors as those existed on November 25, 2025, and shall attach only to the extent set out in the Birch Mortgage.

5. The execution of the Birch Mortgage by the Petitioners is hereby authorized and approved, and the Petitioners are hereby authorized and directed to take such additional steps and execute a beneficial authorization and charge agreement and such additional documents as may be necessary or desirable in respect of the Birch Mortgage and registration thereof.

6. Notwithstanding any restriction set out in the ARIO, Computershare and Argo may present the Birch Mortgage for registration in the Land Title Office for the Land Title District of New Westminster and the British Columbia Registrar of Land Titles is hereby directed to register the Birch Mortgage against title to the Development Property, legal described as:

PID: 030-417-261

Lot 1 Block 353 District Lot 526 Group 1 New Westminster District Plan EPP81033

7. Any amounts paid on account of the Birch Mortgage shall be allocated as follows:

(a) 80% paid to Computershare; and

(b) 20% paid to Argo.

8. For greater certainty, nothing in paragraph 7 of this Order authorizes or contemplates any payment on account of the Birch Mortgage without further order of this Court, and paragraph 7 is an allocation rubric only upon completion of a restructuring transaction or other realization event, in each case subject to the priorities set out in paragraph 4 of this Order and in the ARIO. No enforcement steps may be taken in respect of the Birch Mortgage during these CCAA proceedings absent further order of this Court.

9. Notwithstanding:

(a) these proceedings;

(b) any applications for a bankruptcy order in respect of the Petitioners or any of them now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of the Petitioners or any of them,

the granting of the Birch Mortgage in favour of Computershare and Argo pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **GENERAL**

10. 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.

11. 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.

12. The Petitioners, the Monitor, Computershare and Argo have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

13. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioners is hereby dispensed with.

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

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:

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Signature of John Sandrelli  
Lawyer for the Petitioners

BY THE COURT

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REGISTRAR

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 *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

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**ORDER MADE AFTER APPLICATION  
STAY EXTENSION ORDER**

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