This is the 7th affidavit
of Thomas James Pappajohn in this case
and was made on 27/JUL/2026

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

AFFIDAVIT

I, **THOMAS JAMES PAPPAJOHN**, of 20th Floor, 250 Howe Street, Vancouver, British Columbia, Developer, SWEAR THAT:

INTRODUCTION

1. I am a director of the petitioners: 1061511 B.C. Ltd. ("**106**") and Jameson Broadway & Birch General Partner Ltd. (the "**GP**"). The GP is the sole general partner of the petitioner Jameson Broadway & Birch Limited Partnership (the "**LP**" and together with 106 and the GP, the "**Petitioners**") and as such I have personal knowledge of the matters herein deposed to, except where such facts are stated to be based upon information and belief and where so stated I do verily believe the same to be true.

2. This affidavit is made further to my fifth affidavit dated July 23, 2026 (the "**Fifth Affidavit**"). Capitalized terms not otherwise defined in this affidavit have the meaning ascribed to them in my Fifth Affidavit.

INCREASE OF INTERIM FINANCING

3. Now shown to me and attached as **Exhibit "A"** is a copy of the Amendment to DIP Credit Facility Agreement between the Petitioners and the Interim Lender, dated July 27, 2026 (the "**Amended Interim Financing Credit Agreement**"), which amends the Interim Financing Credit Agreement.

4. It is a condition of the Amended Interim Financing Credit Agreement that the existing court-ordered security interest, lien and charge over all the assets and undertakings of the Petitioners securing repayment of the Interim Financing Facility (the "**Interim Financing Charge**") be increased to $36,210,000.

5. Given the Petitioners' need for funding to continue these CCAA proceedings, the Petitioners believe that increasing the Interim Financing Charge would be fair and reasonable in the circumstances.

6. The key financial terms of the Amended Interim Financing Credit Agreement include:

(a) interim financing facility (the "**Interim Financing Facility**") will be increased up to a maximum principal amount of $36,210,000;

(b) as noted above, security for repayment of the Interim Financing Facility will be, among other things, the Interim Financing Charge;

(c) interest remains 9.95%, calculated daily and payable monthly in arrears on the first business day of each month;

(d) a one-time amendment fee of $710,000, which is included in the maximum principal amount, along with the existing commitment fee, and will be payable to the Interim Lender on the date of the initial advance; and

(e) the maturity date is extended to December 31, 2026.

7. As amended, the Interim Financing Credit Agreement would provide for a maturity date that is the earlier of: (i) December 31, 2026; (ii) the date on which the stay of proceedings in the CCAA is lifted without the consent of the Interim Lender or the CCAA proceeding is terminated for any reason; (iii) the conversion of the CCAA proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada) or into a receivership proceeding; or (iv) upon demand on or after the occurrence of an Event of Default (as defined in the Interim Financing Credit Agreement).

8. Further, the Amended Interim Financing Credit Agreement contains, among others, the following conditions precedent to funding: that the Petitioners obtaining a court order approving

the Amended Interim Financing Credit Agreement and the increase of the Interim Financing Charge.

9. As with the Interim Financing Credit Agreement, the Petitioners believe that the Amended Interim Financing Credit Agreement is reasonable in the circumstances.

10. The Petitioners believe that such financing is necessary to fund their operations and conclude a sale that will benefit all stakeholders.

CONCLUSION

11. I swear this affidavit in support of the granting of an order that approves the Amended Interim Financing Credit Agreement and the increase of the Interim Financing Charge, so the Petitioners can complete the Development and the SISP in order to close a transaction for the benefit of all stakeholders.

SWORN BEFORE ME at the City of Vancouver, British Columbia, on 27/JUL/2026. A Commissioner for taking Affidavits for British Columbia	**THOMAS JAMES PAPPAJOHN**

LIAM BYRNE
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

This is **Exhibit "A"** referred to in the
Affidavit of
Thomas James Pappajohn sworn this 27th
day of July, 2026.

A Commissioner for taking
Affidavits within British Columbia

LIAM BYRNE
Barrister & Solicitor
DENTONS CANADA LLP
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Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

AMENDMENT TO DIP CREDIT FACILITY AGREEMENT

THIS AMENDMENT (the "**Amendment**") is dated for reference this 27th day of July, 2026.

WHEREAS:

A. Pursuant to a DIP Credit Facility Agreement dated December 9, 2025 (the "**Credit Agreement**") among Jameson Broadway & Birch General Partner Ltd., Jameson Broadway & Birch Limited Partnership, and 1061511 B.C. Ltd., (each a "**Borrower**", and collectively, the "**Borrowers**"), as borrowers, James Holdings Ltd., Thomas James Pappajohn, Anthony James Pappajohn, John George James Pappajohn, 4354 Investments Ltd., No. 198 Cathedral Ventures Ltd., 5186 Investments Ltd., and 0993786 B.C. Ltd. (the "**Guarantors**"), as guarantors, and Maynbridge Capital Inc. (the "**DIP Lender**"), as DIP lender, the DIP Lender made available debtor-in-possession financing to the Borrowers during the pendency of the proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"), pursuant to the Amended and Restated Initial Order pronounced on December 4, 2025 (the "**ARIO**") under the Supreme Court of British Columbia (the "**Court**") Vancouver Registry No. S-258845 (the "**CCAA Proceedings**"); and

B. The DIP Lender and the Borrowers wish to amend the Credit Agreement as more particularly set out int his Amendment.

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1. Definitions

Unless otherwise defined herein, any term defined in the Credit Agreement and used herein shall have the meaning set forth in the Credit Agreement.

ARTICLE 2
AMENDMENTS

2.1. DIP Facility and Maximum Amount

Section 4 of the Credit Agreement is hereby amended by deleting the paragraph in its entirety and replacing it with the following:

"The DIP Lender shall provide to the Borrowers a secured super-priority non-revolving debtor-in-possession credit facility (the "**DIP Facility**") for a maximum principal amount of up to $36,210,000 Canadian dollars (CDN) (the "**Maximum DIP Credit**

Amount"), which shall include the financed portion of the Commitment Fee (CDN$1,025,000) and the financed Amendment Fee (CDN$710,000)."

2.2. **Maturity Date**

Section 6 of the Credit Agreement is hereby amended by deleting subparagraph (a) in its entirety and replacing it with "December 31, 2026;".

2.3. **Amendment Fee**

The Borrowers shall pay to the DIP Lender an amendment fee in the amount of seven hundred and ten thousand Canadian dollars (CDN$710,000) (the "**Amendment Fee**"). The Amendment Fee is fully earned, non-refundable and payable to the Lender upon the execution of this Agreement, by way of an advance made under the DIP Facility.

2.4. **Legal Costs**

The Borrowers shall pay all reasonable legal, notarial, consulting and other professional fees and disbursements in connection with this Amendment.

2.5. **Conditions Precedent**

The following conditions precedent shall be satisfied or waived by the DIP Lender in its sole discretion, acting reasonably, prior to the amendments to the Credit Agreement set out in this Amendment being effective:

(a) No Event of Default shall have occurred and be continuing;

(b) The Borrowers' application for an Order in the CCAA Proceedings (the "**DIP Amendment Order**") for the approval of this Amendment in accordance with the terms hereof and authorizing the Borrowers to execute and carry out the terms of this Amendment, providing that the DIP Charge secures the DIP Facility as amended herein with the existing priority thereof relative to the other claims and encumbrances in a form acceptable to the DIP Lender in its sole discretion;

(c) The Court shall have issued the DIP Amendment Order in a form and substance satisfactory to the DIP Lender in its sole discretion;

(d) No application for leave to appeal, notice of appeal or an appeal in respect of the DIP Amendment Order, or any order recognizing or giving effect to the DIP Amendment Order in any foreign jurisdiction (each a "**Related Order**"), shall have been made or threatened;

(e) No motion to amend, vary or stay the ARIO, the DIP Amendment Order or any Related Order shall have been made or threatened; and

(f) There are no pending appeals, injunctions or other legal impediments relating to the DIP Facility, or pending litigation seeking to restrain or prohibit the DIP Facility.

ARTICLE 3
MISCELLANEOUS

3.1. Confirmation

The representations and warranties made in Section 17 of the Credit Agreement, other than those expressly stated to be made as of a specific date, are true and correct as at the date hereof, and no Event of Default has occurred and is continuing on the date hereof.

3.2. Confirmation of Existing Security

The Borrowers and each of the Guarantors hereby confirm and reaffirm that all guarantees and Security granted in favour of the Lender pursuant to the Credit Agreement, as amended hereby and other than those that are to be released herein.

3.3. Counterparts

This Amendment may be executed and delivered in several counterparts and delivered by fax or other means of electronic transmission, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

DIP Lender

MAYNBRIDGE CAPITAL INC.

By: ______________________________
Name: Stephen Davies
Title: Head of Portfolio Management and Capital Markets

Borrowers

JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD.

By: ______________________________
Name:
Title:

JAMESON BROADWAY & BIRCH LIMITED PARTNERSHIP
by its general partner,
JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD.

By: ______________________________
Name:
Title:

1061511 B.C. LTD.

By: ______________________________
Name:
Title:

Guarantors

JAMES HOLDINGS LTD.

By: ______________________________
Name:
Title:

4354 INVESTMENTS LTD.

By: ______________________________
Name:
Title:

NO. 198 CATHEDRAL VENTURES LTD.

By: ______________________________
Name:
Title:

5186 INVESTMENTS LTD.

By: ______________________________
Name:
Title:

0993786 B.C. LTD.

By: ______________________________
Name:
Title:

THOMAS JAMES PAPPAJOHN

By: ______________________________
Name:

ANTHONY JAMES PAPPAJOHN

By: ______________________________
Name:

JOHN GEORGE JAMES PAPPAJOHN

By: ______________________________
Name: