



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(s) of applicant(s): British Columbia Housing Management Commission

TO: The Petitioners

AND TO: Alvarez & Marsal Inc., in its capacity as monitor of 1061511 B.C. Ltd., Jameson
Broadway & Birch General Partner Ltd., and Broadway & Birch Limited
Partnership under this proceeding

AND TO: The Respondents

AND TO: Maynbridge Capital Inc.

AND TO: Metro-Can Construction (BB) Ltd.

AND TO: Their Lawyers

AND TO: See service list

TAKE NOTICE that an application will be made by the applicant(s) to the presiding judge (The Honourable Mr. Justice Masuhara) or associate judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1 on July 28 and 29, 2026 at 9:45 AM for the order(s) set out in Part 1 below.

The applicant(s) estimate(s) that the application will take 1 day.

[Check whichever one of the following boxes is correct.]

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge as Mr. Justice Masuhara is seized of the matter, which is set to be heard, along with other applications in these proceedings on July 28 and 29, 2026.

Part 1: ORDER(S) SOUGHT

1. The time for service of this Notice of Application to amend the Amended and Restated Initial Order granted on December 4, 2025 (the "**ARIO**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and the materials filed in support hereof (collectively, the "**Application**") is hereby abridged such that service of this Application is declared to be good and sufficient and this Application is properly returnable on July 28 and 29, 2026.
2. British Columbia Housing Management Commission ("**BCHMC**"), the senior secured creditor, seeks a Second Amended and Restated Initial Order (the "**SARIO**") in substantially the form of draft order attached hereto as **Schedule "B"** amending the ARIO under the CCAA in this proceeding to expand the powers of Alvarez & Marsal Inc., in its capacity as monitor (the "**Monitor**") of 1061511 B.C. Ltd., Jameson Broadway & Birch General Partner Ltd., and Broadway & Birch Limited Partnership (the "**Petitioners**", or the "**Borrower**").
3. Such further and other relief as may be sought, and this Honourable Court deems just and appropriate in the circumstances.

Part 2: FACTUAL BASIS

1. Incorporated in 1967, BCHMC is a provincial Crown agency that operates under the *Ministry of Lands, Parks and Housing Act*, RSBC 1996, c. 307 and the *Homeowner Protection Act*, SBC 1998, c. 31.
2. Under the legislation, BCHMC is empowered and obliged to:
 - (a) provide services to the community to give access to housing, achieve stability in housing, and maintain or increase independence in respect of housing in B.C.; and
 - (b) develop land or improvements for the purpose of providing housing, and to manage housing and developments that include housing.
3. BCHMC falls under the authority of the Ministry of Housing, and is responsible for fulfilling the mandates from the Minister of Housing. BCHMC works in partnership with the private and non-profit sectors, provincial health authorities and ministries, other levels of government and community groups to develop a range of housing options.
4. BCHMC is funded by provincial and federal government contributions as well as through its own operations.
5. In 2018, the Provincial Rental Supply program (the "**Program**") was established by BCHMC with a policy mandate to increase the supply of affordable housing for middle-income households across B.C.

6. Under the Program, BCHMC would provide interim construction financing for the development of affordable housing, which may be up to 100% of the cost to complete the project. The financing would be on interest rates lower than available in the market on favorable terms but require BCHMC's first mortgage (the "**Mortgage**") and a section 219 restrictive covenant (the "**Covenant**") as security registered on title to the subject real property.
7. To be eligible for financing under the Program:
 - (a) the site must be suitable for affordable housing, and the housing must be for middle-income households; and
 - (b) the project partner (developer) must present a clear business case demonstrating ability to maintain affordable rents for middle income households over time and demonstrate that developments will be sustainable without further subsidies or grants from BCHMC.

A) The Loan

8. The Petitioners are the legal and beneficial owners of the real property civically located at 2538 and 2550 Birch Street, Vancouver, B.C. and 1298 West Broadway, Vancouver, B.C. (the "**Property**").
9. Under the Program, pursuant to a commitment letter dated November 8, 2022 (the "**Commitment Letter**"), BCHMC agreed to lend and the Petitioners (the "**Borrowers**") agreed to borrow a first priority mortgage loan in the principal amount of \$164,227,665.00 (the "**Loan**") for development and construction of a 258 unit project (the "**Project**") to be constructed on the Property, secured by, among other things:
 - (a) a first priority mortgage registered against the title of the Property registered under registration number CB400524 on December 21, 2022 and assignment of rents registered under registration number CB400525 on December 21, 2022 (together, the "**Mortgage**"); and
 - (b) a section 219 affordable rental covenant (for middle income) in favour of BCHMC charging the interest of the Borrower in the Property and restricting the use of the Property to rentals for a minimum period of 10 years, registered under registration number CB400523 on December 21, 2022 (the "**Covenant**").

(collectively, the "**Security**").
10. The Respondents, James Holdings Ltd. ("**James**"), Gatland Development Corp. ("**Gatland**"), Thomas James Pappajohn ("**Thomas**"), Anthony James Pappajohn ("**Anthony**"), John George James Pappajohn ("**John**"), Graham Thom ("**Graham**") (collectively the "**Individual Covenantors**"), covenanted to jointly, severally and unconditionally to repay the Loan in full, including any accrued interest, and to indemnify and save harmless BCHMC from and against any failure of the Borrower to repay the Loan or perform any of the obligations and covenants pursuant to the Loan.
11. The Respondents, 4354 Investments Ltd. ("**4354**"), No. 198 Cathedral Ventures Ltd. ("**No. 198**"), 5186 Investment Ltd. ("**5186**"), and 0993786 B.C. Ltd. ("**0993786**") (collectively the "**Corporate Covenantors**") covenanted to jointly, severally and unconditionally to repay the Loan up to the principal sum of \$123,170,7410.25 (being 75% of the Loan amount)

plus accrued interest and will indemnify and save harmless BCHMC from and against any failure of the Borrowers to repay the Loan or perform any of the obligations and covenants pursuant to the Loan.

(the Individual Covenantors and the Corporate Covenantors are collectively referred to as the "**Covenantors**")

12. In addition to the Mortgage, the Loan is secured by, *inter alia*:

- (a) covenantor agreements executed by the Covenantors;
- (b) section 219 covenant in favour of BCHMC charging the interest of the Borrower in the Property and restricting sales for 10 years, registered under registration number CA7161138 on October 31, 2018, as modified by registration number CB78990 on September 21, 2022;
- (c) section 219 affordable rental covenant (for middle income) in favour of BCHMC charging the interest of the Borrower in the Property and restricting the use of the Property to rentals for a minimum period of 10 years, registered under registration number CB400523 on December 21, 2022; and
- (d) location specific security agreement from the Borrower creating a first priority security interest by way of a fixed charge over the Borrower's right, title and interest in any and all present and after-acquired personal property situate at, arising from, or used in connection with the Property or the Project, registered under base registration number 264457P (the "**Personal Property Security**");

B) The Section 219 Covenant

- 13. Generally, a section 219 covenant is a charge secured against the title to a property in favour of a government entity to impose a positive or negative obligation on the property owner under the *Land Title Act*.
- 14. In this case, the restrictive Covenant registered against the title of the Property is to restrict the use of the Property to ensure specific rental housing use. This is because the Loan was advanced under the Program and fundamentally premised on the agreement that the Borrowers agreed to provide, under the Project, 258 rental housing units, 56 of which would be designated as "Moderate Income Rental Housing Units" ("**MIRHPP Units**") under the housing agreement covenant registered in favour of the City of Vancouver under registration number CA8600160.
- 15. Under the Program, it is the Borrowers' responsibility to complete the construction of the Project and ensure the financial viability and long term operating success of the Project in relation to rental housing.
- 16. In reliance on the Borrowers' agreement to build the Project for social rental housing as described herein in furtherance of the policies set out in the Program, BCHMC issued the Loan at a below market interest rate to the Borrowers. For example, the interest rate charged under the Loan in December 2022 was 4.3480%, when the prime rate in Canada was 6.45%. Pursuant to the Commitment Letter, only as of January of 2026, did BCHMC began to charge RBC Prime Rate plus 6.00% per annum.

17. The policies/mandates contained in the Program make BCHMC different from for-profit commercial lenders. If the Borrowers had not agreed to the terms under the Program, including the Covenant, BCHMC would not have made the Loan for below market interest rates.

C) History of Proceedings and Developments Since the ARIO

18. By September 2025, the Borrower had insufficient funds to complete the Project.
19. On November 25, 2025, an initial order was made in this proceeding that *inter alia*, included an initial stay of proceedings up to and including December 4, 2025 (the "**Stay**") and appointed Alvarez & Marsal Canada Inc. as the monitor of the Borrower under these proceedings (the "**Monitor**").
20. According to the Monitor's First Report dated December 3, 2025:
- (a) The Petitioners do not have any employees, and all individuals working on the Project are employed by third party contractors. The general contractor is Metro-Can Construction (BB) Ltd. ("**Metro-Can**").
 - (b) The Project was near completion with approximately 91% of the Project completed. However, work stopped because the Petitioners were unable to settle the outstanding invoices of Metro-Can of approximately \$8.5 million. The Borrower was supposed to maintain a holdback account of \$7,234,743.17, but it was only \$488,951.41.
 - (c) BCHMC accounts for approximately 85% of the Petitioners' liabilities/creditors.
 - (d) The Petitioners estimate approximately \$20 million of costs to complete the Project.
 - (e) The Petitioners engaged CBRE Limited Capital Markets ("**CBRE**") to market the Property and Project for sale, which resulted in a purchase agreement for a purchase price of \$235,000,000 (the "**Initial Purchase Agreement**").
21. On December 4, 2025, this Court granted an Amended and Restated Initial Order (the "**ARIO**") which, *inter alia*:
- (a) approved interim or DIP financing from Maynbridge Capital Inc. ("**Maynbridge**") of up to \$31 million and the corresponding interim financing charge (the "**Interim Financing**");
 - (b) authorized the Borrower to pay all outstanding invoices of Metro-Can, and fund the holdback deficiency of \$6,745,792; and
 - (c) further extended the Stay to March 5, 2026.
22. According to the Monitor's Second Report dated January 27, 2026 and Third Report dated March 3, 2026:
- (a) the Initial Purchase Agreement did not proceed. Instead, the Petitioners determined the best path forward was by way of a new plan of arrangement, using the Property as an accommodation site for Indigenous members seeking long and

short-term medical treatment in Vancouver, known as the "Dunna'eh House of Healing" ("Dunna'eh"), and maintaining 56 MIRHPP Units.

- (b) to proceed on this basis the Petitioners would seek to raise debt and equity (2nd Report para 5.6); and
 - (c) to move forward with this plan, the Petitioners would require the City of Vancouver to approve rezoning and the Covenant to be removed (3rd Report paras 6.2 and 6.3).
 - (d) as part of the 'Restructuring Transaction' contemplated by the Petitioners withing the CCAA, the Petitioners confirmed with the Monitor that they intended to run a comprehensive investment solution process, targeting material equity commitments from Indigenous partners together with debt financing (3rd Report, para 6.6).
 - (e) to the date of the 3rd Monitor's Report, the Petitioners were targeting receipt of non-binding letters of intent from potential equity partners by the end of March 2026 with a target for binding agreements in place by mid-May 2016 (3rd Report, para 6.7).
23. On March 5, 2026, this Court granted an order which, *inter alia*, further extended the Stay to May 29, 2026.
24. To the end of the stay extension expiring May 29, 2026, the Petitioners were unable to obtain any binding commitments for either equity or debt investment into the Restructuring Transaction.
25. In support of the Petitioners' request for a further extension of the stay period beyond May 29, 2026, Thomas Poppajohn provided Affidavit #4 in these proceedings in which he provided, among other things, an update on the Petitioners' efforts to further the Restructuring Transaction, including:
- (a) The Petitioners efforts to raise equity to support the restructuring plan and the medical accommodation purpose, with a change in name to "Northern House" (para 31).
 - (b) Expanding the list of potential investors to include some non-First Nations investors (paras 33(a) and (b)).
 - (c) Engaged a consultant to assist in potential debt financing; and
 - (d) On April 27, 2026, the Petitioners revised their zoning plan with the City of Vancouver to, among other things, add 202 hotel units in place of market rental housing units (para 37(a)).
26. According to the Monitor's Fourth Report dated May 22, 2026:
- (a) the Petitioners were no longer actively working on Dunna'eh, and instead shifted their restructuring plan to market the Project as "Northern House," comprised of 202 hotel units for individuals seeking medical care in Vancouver, and 56 MIRHPP Units.

- (b) to April 30, 2026, the Petitioners had received one non-binding letter of intent for equity financing; and
 - (c) \$872,000 had been paid for "Development Manager Fees", with a further \$198,000 paid for "Consulting Fees/services".
27. On May 29, 2026, this Court granted an order which, *inter alia*, further extended the Stay to July 31, 2026.
 28. As of July 8, 2026, the total amount due and owing under BCHMC's Loan and Mortgage was \$166,386,841.34, plus legal costs, with interest accruing at \$48,015.66 per diem (which equates to monthly interest of approximately \$1.45 million) subject to the interest calculation and compounding provisions of the Loan and Mortgage.
 29. To the best of BCHMC's knowledge, Maynbridge has already advanced approximately \$27.5 million, which accrues interest at 9.95% per annum, compounded monthly (which equates to monthly interest of approximately \$200,000 to \$250,000).
 30. The Borrowers and Covenantors have defaulted on their obligations owed to BCHMC, including by failing to make payments required under the Loan and Mortgage.
 31. On July 15, 2026, BCHMC issued a demand letter and section 244 notice under the BIA to the Petitioners and Covenantors of the Loan. It is acknowledged that there remains a stay of proceedings in place over the Petitioners.
 32. Notwithstanding the ongoing construction and expected completion of the Project in July 2026, since the commencement of this proceeding the Petitioners have failed to advance any consistent and coherent plan with a reasonable prospect of payment to BCHMC in full or the creditors at large. Instead, the Petitioners have embarked on an equity/debt financing endeavor which, after 7 and a half months of creditor protection, has yielded no firm commitments to financing, either by way of debt or equity. In other words, other than a very vaguely defined effort to restructure by way of equity/debt financing with nothing to show for it, there is no basis of a plan to be put to the creditors.
 33. BCHMC has lost faith in the ability of the Petitioners to manage the restructuring process under these proceedings and therefore seeks to expand the Monitor's powers under the ARIIO to enable the Monitor to market the Property and Project for sale.
 34. In addition, BCHMC is very concerned about the amount of management fees paid to date to the Petitioners. As detailed in the Monitor's Reports to Court, as of the 12th week period ending May 15, 2026, the sum of \$872,000 has been paid as management fees (with consulting fees totaling \$175,000) The projected cash flow contained in the Monitor's 4th Report forecasts a further \$349,000 for management fees for a **total of \$1,221,000**.
 35. The management/consultant fees are funded by the DIP, which is a priority payable to BCHMC's first mortgage security.
 36. It is unknown the amount of management fees/consultant fees to be sought by the Petitioners for their anticipated extension application, but the fees paid to date are of significant concern to BCHMC. The level of management/consultant fees paid to date is far beyond what is necessary for the Petitioners to operate, particularly with no employees and a completed project. Neither the Petitioners nor the Monitor have provided any type

of breakdown or analysis for the management/consultant fees to date. **What has \$1,221,000 been spent on, by who and doing what?**

Part 3: LEGAL BASIS

37. BCHMC relies on the CCAA and the *Supreme Court Civil Rules*, the inherent and equitable jurisdiction of this Court, and such further and other legal basis as counsel may advise and this Court may allow.
38. The jurisdiction vested in this Court under section 11 of the CCAA to "make any order that it considers appropriate in the circumstances" and under subsection 23(1)(k) of the CCAA to empower a monitor to "carry out any other functions in relation to the [debtor]", authorizes this Court to expand the Monitor's powers as set out under the existing ARIO.
39. Courts have also used section 23(1)(k) "liberally" to assign additional functions to monitors beyond investigating and reporting to the court.

Ernst & Young Inc. v. Essar Global Fund Limited, 2017 ONCA 1014 at para.106;
8640025 Canada Inc. (re), 2018 BCCA 93 at para. 49

40. The expansion of the Monitor's powers is not uncommon in CCAA proceedings. Such relief has been granted in previous cases, including by this Honourable Court.

Mountain Equipment Co-Operative (Re), 2020 BCSC 2037;
Walter Energy Canada Holdings, Inc. (Re), 2016 BCSC 1746;
North American Tungsten Corporation Ltd. (Re), 2016 BCSC 12.

41. In this case, BCHMC submits that it is appropriate to expand the Monitor's powers under the ARIO to include the power of sale given that, *inter alia*:

- (a) As the largest secured creditor of the Petitioners, BCHMC has lost faith in the ability of the Petitioners to manage this restructuring process.
- (b) It has been over 7 and a half months since the ARIO was granted, and the Petitioners are no further ahead in terms of a plan to pay BCHMC than when it first began. The Petitioners have had plenty of opportunities but have not demonstrated the ability to generate a focused, solid plan, first with the Initial Purchase Agreement, then the Dunna'eh plan, and then the Northern House plan, none of which have amounted to firm financing commitments.
- (c) The Petitioners continue to seek restructuring by way an equity and debt financing even though there is no evidence to suggest these efforts, along with the time and money spent on management/consulting fees to pursue the same translate in any way to a successful plan for reorganization.
- (d) In the meantime, as a result of the charges granted under the CCAA Proceedings and in particular the DIP financing, BCHMC's Security has eroded and continues to erode. Each month, between the DIP and BCHMC's charges, interest continues to accrue at approximately \$1.7 million.
- (e) The only course that the creditors including BCHMC can reasonably be expected to receive any repayment is by way of a sale of the Property. The sale and marketing process, through a Sales and Investment Solicitation Process ("SISP")

to be approved by this Court, ought to be solely controlled and supervised by the Monitor, free from the Petitioners' control, for the benefit of the creditors.

- (f) BCHMC is a unique lender because it advanced the Loan in order to fulfill its mandates, under the Program and generally as a provincial Crown corporation. That mandate is directly reflected by the Covenant registration.
 - (g) While BCHMC acknowledges that it is important to recover the Loan to the fullest extent possible, but the balancing act between its ability to recover and the fulfillment of its mandates is an exercise of BCHMC to undertake, with both driven by public interest. The decision making should not involve the Petitioners whatsoever.
 - (h) There is no evidence to suggest that any of the Petitioners' "plans" so far have contemplated the continued fulfillment of BCHMC's public mandate. Instead, the Petitioners have actively marketed on the basis that it will be removed the title of the Property.
 - (i) As a result BCHMC has lost all confidence in the Petitioners to manage or control the sale of Property. BCHMC understands that the Petitioners input into issues surrounding the sale process may be required by the Monitor, but oppose the Petitioners having any control or management of the marketing and sale of the Property. BCHMC is further concerned that any significant involvement by the Petitioners in the SISP will unreasonably invite inefficient and unproductive efforts to restructure the Petitioners through debt/equity financing. The Monitor needs to direct and oversee the sales process so that it is just and convenient.
42. For the reasons set out above, and in light of the Monitor's support of obtaining enhanced powers to market and sell the property, granting the relief sought is appropriate, and in the best interest of the creditors.
43. While understanding that the Petitioners' involvement in the pending sales process is required and that there are some tasks that the Petitioner will be required to do in relation to deficiencies, warranty on the build, BCHMC objects to further funding of management and development fees to the level that existed up to most recent extension of the current stay of proceedings (May 29, 2026).
44. Little, if no explanation has been provided by the Petitioners (or the Monitor) regarding justification for ongoing management/development fees to the level paid to the date of this hearing.
45. All management fees and development fees use DIP funding at the expense of BCHMC (and all creditors).
46. Construction of the Project is now essentially completed and is it anticipated that the Monitor will be selecting a realtor to list and market the property. The realtor in turn will be paid a commission for attending to all details to surrounding the listing and sale of the property. The role of the Petitioners/Management in this process is greatly curtailed. BCHMC and the remaining creditors need not bare any further/unnecessary expense for redundant management and consulting fees.
47. The equity/debt financing undertaken by the Petitioners as part of the within efforts at reorganization can only be described as a complete failure and should not be funded

anymore at the expense of the creditors. This includes all management/consultant fees associated with the same.

Part 4: MATERIAL TO BE RELIED ON

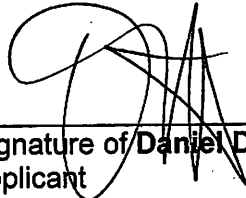
1. Initial Order dated November 25, 2025.
2. Amended and Restated Initial Order dated December 4, 2025.
3. Order Made After Application dated March 5, 2026.
4. Order Made After Application dated May 29, 2026.
5. First Report of the Monitor dated December 3, 2025.
6. Second Report of the Monitor dated January 27, 2026.
7. Third Report of the Monitor dated March 3, 2026.
8. Fourth Report of the Monitor dated May 25, 2026.
9. Affidavit #1 of Thomas Pappajohn made November 24, 2026, Exhibit C.
10. Affidavit #4 of Thomas Pappajohn made May 21, 2026.
11. Such further and other affidavits as may be filed, and this Honourable Court may permit.

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

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that:
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

- (ii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: July 23, 2026



Signature of **Daniel D. Nugent**, lawyer for
applicant

THIS NOTICE is filed by Daniel D. Nugent, of the firm of Richards Buell Sutton LLP, whose place of business and address for service is 700 - 401 West Georgia Street, Vancouver, BC V6B 5A1, Telephone 604.682.3664.

To be completed by the court only:

Order made

- ☐ in the terms requested in paragraphs [specify] of Part 1 of this notice of application
- ☐ with the following variations and additional terms:

Date: _____

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
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BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

**SERVICE LIST
(as at July 21, 2026)**

Dentons Canada LLP Attention: Eamon Watson Jordan Schultz Email: eamon.watson@dentons.com jordan.schultz@dentons.com <i>Counsel to Petitioner</i>	DLA Piper (Canada) LLP Attention: Colin Brousson Email: colin.brousson@ca.dlapiper.com <i>Counsel to Monitor</i>
Alvarez & Marsal Canada Inc. Attention: Pinky Law Anthony Tillman Email: pinky.law@alvarezandmarsal.com atillman@alvarezandmarsal.com <i>Monitor</i>	Harper Grey LLP Attention: Salman Bhura Email: sbhura@harpergrey.com <i>Counsel to Metro-Can Construction (BB) Ltd.</i>
Kornfeld LLP Attention: Shane D. Coblin Milaad Hashmi Email: scoblin@kornfeldllp.com mhashmi@kornfeldllp.com	MLT Atkins LLP Attention: Jess Reid Email: jreid@mltaikins.com <i>Counsel to Portage Capital Corporation</i>

<i>Counsel to Gatland Development Corporation and Gatland Capital Corporation Counsel to Metro-Can Construction (BB) Ltd.</i>	
Borden Ladner Gervais LLP Attention: Kendall Andersen Email: kandersen@blg.com <i>Counsel to Maynbridge Capital Inc</i>	

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kandersen@blg.com;

Schedule "B"

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BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

ORDER MADE AFTER APPLICATION
(SECOND AMENDED AND RESTATED INITIAL ORDER)

BEFORE)
) THE HONOURABLE JUSTICE MASUHARA) 29/JUL/2026
)

ON THE APPLICATION of the Applicant, British Columbia Housing Management Commission (the Applicant or "BCHMC") coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, V6Z 1A8 on July 28 and 29, 2026 and on hearing Daniel D. Nugent, Lawyer for BCHMC and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the materials filed, including the First Affidavit of Raymond Kwong sworn on July 22, 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:

1. This Second Amended and Restated Initial Order (this "**Order**" or "**SARIO**") amends and restates the Amended and Restated Initial Order pronounced on December 4, 2025, and 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 SARIO 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 and such covenants as may be contained in the Definitive Documents (as defined below), 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 relating to the Petitioners, the Property or the Business (collectively, "**JHL's Affected 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 Affected 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 Affected 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 Affected 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 Affected 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 or James Holdings 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 45 and 47 of this Order.

23. Following the initial advance under the Interim Financing Facility (as defined herein), the Petitioners are authorized to and shall address the following obligations, which were incurred prior to the Order Date:
- (a) 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 and such other construction costs as may be approved by the Monitor in accordance with paragraph 6(c) of this Order; and
 - (b) fund the existing deficiency in the Petitioners' holdback account established pursuant to Section 5 of the *Builders Lien Act*, S.B.C. 1997, c. 45, for potential claims arising during the period up to and including July 31, 2025.
24. 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. However, for certainty, Metro-Can progress claims under invoice numbers 33, 34 and 35, for the months of August, September and October, respectively, pursuant to the Construction Contract are not in dispute.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

25. 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

26. 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.
27. 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 26 of this Order. The Directors' Charge shall have the priority set out in paragraphs 45 and 47 of this Order.

28. 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 26 of this Order.

APPOINTMENT OF MONITOR

29. 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.
30. 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 their preparation of the Petitioners' cash flow statements and reporting required by the Interim Lender (as defined below), which information shall be reviewed with the Monitor and delivered to the Interim Lender on a periodic basis, but not less than monthly, or as otherwise agreed to by the Interim Lender;
 - (d) provide weekly reporting to Metro-Can or as may otherwise be requested by Metro-Can;
 - (e) advise the Petitioners in its development of the Plan and any amendments to the Plan;
 - (f) 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;
 - (g) 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;
 - (h) 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;

- (i) perform such other duties as are required by this Order or by this Court from time to time;
- (j) to market any or all of the assets, undertakings and property of the Borrower, including, without limitation, the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its sole discretion considers appropriate;
- (k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (l) to have full and complete access to the Property, from time to time and on whatever basis, to facilitate the exercise of the Monitor's power of sale, including, without limitation, to permit the Monitor, its agent, or such other persons engaged by the Monitor to inspect, appraise, or show the Property for sale;
- (m) engage, retain, or terminate the services of, or cause the Petitioners to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, appraiser, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor, in its sole opinion, deems necessary or appropriate to assist with the exercise of its powers and duties, including the Monitor's power of sale;
- (n) take any and all actions and steps in the name of and on behalf of the Petitioners to facilitate the administration of the Petitioners' business, property, operations, affairs, and the Sales and Investment Solicitation Process ("SISP") as may be necessary, appropriate, or desirable, in the sole discretion of the Monitor;
- (o) cause the Petitioners to take any action or make any disbursement permitted pursuant to the SARIO or any other Order granted in the CCAA proceedings;
- (p) conduct, supervise and direct the marketing, sale, conveyance, transfer, lease, assignment or disposal of any Property of the Petitioners or any part or parts thereof, pursuant to the SISP subject to any approvals of this Court as may be required pursuant to the SARIO or any other Order of this Court;
- (q) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (r) take any and all actions necessary to give effect to this Order on behalf of the Petitioners and such actions taken by the Monitor are hereby authorized without requiring any further action or approval by the Petitioners or any current or former officers, directors or shareholders of the Petitioners.

31. 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.

32. 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.
33. 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.
34. 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

35. 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.
36. 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.
37. 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 45 and 47 of this Order.

INTERIM FINANCING

38. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility from Maynbridge Capital Inc. (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 \$31,000,000 unless permitted by further order of this Court.
39. Such credit facility shall be on the terms and subject to the conditions set forth in the binding term sheet between the Petitioners and the Interim Lender dated December 3, 2025 (the "**Interim Financing Term Sheet**"), attached as Appendix B to the First Report.
40. 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.
41. 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 45 and 47 hereof.
42. 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
43. 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, or any proposal filed by the Petitioners under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), with respect to any advances made under the Interim Financing Term Sheet and the Definitive Documents.
44. 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 Appendix C 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

45. The priorities of the Administration Charge, the Directors' Charge, the Interim Lender's Charge and the Critical Supplier 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; and
- Fourth – Critical Supplier Charge (to the maximum amount of \$1,750,000).
46. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge, the Directors' Charge, the Interim Lender's Charge and the Critical Supplier 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.
47. 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.
48. 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, the Interim Lender and the beneficiaries of the Administration Charge and the Directors' Charge.
49. The Interim Financing Term Sheet, the Definitive Documents and the Charges 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 Petitioners entering into the Interim Financing Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Petitioners pursuant to this Order, the Interim Financing Term Sheet or the Definitive Documents, 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.

50. 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

51. 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.
52. 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.
53. 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").

54. 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.
55. Notwithstanding paragraphs 52 and 54 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

56. 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.
57. 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.
58. 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.
59. 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.
60. 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.
61. 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.

62. 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.
63. 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.
64. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.
65. 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 Daniel D. Nugent, lawyer for the
Applicant

BY THE COURT

REGISTRAR

Schedule "A"

(List of Counsel)

Counsel Name	Appearing For
Colin Brousson	Alvarez & Marsal Canada Inc., in its capacity as the Monitor
Jordan Schultz	1061511 B.C. Ltd., Jameson Broadway & Birch General Partner Ltd., and Jameson Broadway & Birch Limited Partnership
Salman Bhura	Metro-Can Construction (BB) Ltd.
Shane D. Coblin and Milaad Hashmi	Gatland Development Corporation and Gatland Capital Corporation
Vicki Tickle	Portage Capital Corporation
Kendall Andersen	Maynbridge Capital Inc.

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

DDN/drr
32374-0524

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