

**CONFIRMATION RE. STALKING HORSE INVESTMENT AGREEMENT**

**THIS CONFIRMATION** is delivered to B+H Architects Corp. (the “**Company**”) as of January \_\_, 2026 by Surbana Jurong Holdings (Canada) Ltd. (the “**Purchaser**”)

**WHEREAS** the Company and the Purchaser entered into a Stalking Horse Investment Agreement, dated October 16, 2026, as amended by a Notice delivered by the Purchaser to the Company on November 12, 2025 and a letter agreement dated December 24, 2025 (the “**Investment Agreement**”);

**AND WHEREAS** the Purchaser wishes to confirm certain amendments to the schedules to the Investment Agreement as set out herein, which are made in accordance with the terms of the Investment Agreement.

The Purchaser hereby confirms:

1. Schedule A to the Investment Agreement is hereby deleted and replaced with the attached Schedule A.
2. Schedule C to the Investment Agreement is hereby deleted and replaced with the attached Schedule “C”.
3. Schedule “E” to the Investment Agreement is hereby deleted and replaced with the attached Schedule “E”.

The Purchaser has executed the Confirmation as of the date first written above.

**SURBANA JURONG HOLDINGS (CANADA)  
LTD.**

By:

Signed by:  


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Name: David Seel

Title: Authorized Signatory

## **SCHEDULE A**

### **EXCLUDED ASSETS AND CONTRACTS**

1. All contracts related to the Qaryat Al Hidd Resort Community project including, without limitation, any contracts in connection with that project entered into with Saadiyat Development & Investment Company, and any rights or obligations thereunder or in connection therewith.
2. Contract related to the Qaryat Al Hidd Resort Community project with Al Gurg Consultants, dated July 5, 2017, and any rights or obligations thereunder or in connection therewith.
3. All contracts related to the Al-Marasem North Coast Resort project including, without limitation, any contracts with Cosmos-E Engineers and Consultants, and any rights or obligations thereunder or in connection therewith.
4. All contracts with Stantec Consulting Ltd., and any rights or obligations thereunder or in connection therewith.
5. Insurance coverage to the extent responding and providing coverage for the Arbitration Award under the Architects, Engineers and Consultants Professional Liability Policy Number 43-EPP-314792-01 provided by National Liability & Fire Insurance Company.
6. Any portion of the costs deposit that is returned to the Company from the arbitration panel in the claim of the Company against Al Gurg Consultants Faisal Abdullah Al Gurg Sole Establishment (UAE) and Mr. Faisal Abdullah Al Gurg (UAE) (ArbitrateAD Case No. 2024-035).

For greater certainty, the outstanding claim of the Company against Al Gurg Consultants Faisal Abdullah Al Gurg Sole Establishment (UAE) and Mr. Faisal Abdullah Al Gurg (UAE) (ArbitrateAD Case No. 2024-035) shall be an Excluded Asset.

**SCHEDULE C**  
**PERMITTED ENCUMBRANCES**

1. Ontario PPSA Registration File Number: 775648998 by CWB National Leasing Inc.

**SCHEDULE E**  
**RETAINED LIABILITIES**

1. All Taxes owed or owing or accrued due by the Company for any taxation year (if any) ending on or before the Closing Date.
2. Any audits or reassessments for any taxation year (if any) ending on or before the Closing Date.

All capitalized terms used in this Schedule "E" and not otherwise defined have the meanings given to them in the Investment Agreement.