

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

(the “**Applicant**”)

APPLICATION RECORD

October 16, 2025

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B+H Architects Corp.

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TAB 1



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
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B+H ARCHITECTS CORP.

Applicant

NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing on a date and time to be fixed by the Commercial List Office, at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyers or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: October 17, 2025

Issued by:

Local Registrar

Address of
court office

330 University Avenue
Toronto, Ontario, M5G 1R7

TO: THE SERVICE LIST

APPLICATION

THE APPLICANT MAKES THIS APPLICATION FOR:

1. An initial order (the “**Initial Order**”) pursuant to the *Companies Creditors’ Arrangement Act*, R.S.C. 1985, c C-36, as amended (the “**CCAA**”) substantially in the form attached as Tab 4 to the Application Record of the Applicant,¹ among other things:
 - (a) abridging the time for service of this Notice of Application and the materials filed in support of the Application so that this Application is properly returnable on the return date and dispensing with further service thereof;
 - (b) declaring that the Applicant is a company to which the CCAA applies;
 - (c) appointing KSV Restructuring Inc. (“**KSV**”) as an officer of this Court to monitor the assets, business and affairs of the Applicant (in such capacity, the “**Monitor**”);
 - (d) authorizing the Applicant to pay certain expenses incurred prior to, on or after the Filing Date in the ordinary course of business on terms consistent with existing arrangements or past practice;
 - (e) staying all Proceedings taken or that might be taken in respect of the Applicant, its directors and officers, the Monitor, or affecting the Business or the Property until and including October 27, 2025 (the “**Stay Period**”), except with the written consent of the Applicant and the Monitor, or with leave of this Court;
 - (f) authorizing the Applicant to obtain and borrow under a credit facility (the “**DIP Facility**”) from Surbana Jurong Holdings (Canada) Ltd. (in such capacity, the “**DIP Lender**”) on the terms and subject to the conditions set forth in the Commitment Letter;
 - (g) granting priority Charges as described in the proposed Initial Order; and

¹ Capitalized terms used but not defined herein have the meanings given to them in the affidavit of Patrick Fejér, sworn October 16, 2025, attached as Tab 2 to the Application Record of the Applicant (the “**Fejér Affidavit**”), or the draft Amended and Restated Initial Order attached as Tab 6 to the Application Record of the Applicant.

- (h) granting such further and other relief as this Honourable Court deems just.
2. At the comeback motion, which is expected to be returnable on October 27, 2025 (the “**Comeback Hearing**”), the Applicant also intend to seek:
- (a) an order (the “**Amended and Restated Initial Order**” and collectively with the Initial Order, the “**Initial Orders**”) pursuant to the CCAA, substantially in the form attached as Tab 6 to the Application Record of the Applicant, amending and restating the Initial Order by, among other things:
 - (i) extending the Stay Period;
 - (ii) authorizing the Applicant to, with the consent of the Monitor, pay pre-filing amounts owing to critical suppliers;
 - (iii) approving the Key Employee Retention Plan (the “**KERP**”), authorizing the Applicant to make payments in accordance with the terms thereof and sealing the unredacted version of the KERP;
 - (iv) granting certain additional priority Charges as described in the proposed Amended and Restated Initial Order; and
 - (v) increasing the maximum amount of the existing priority Charges as described in the Amended and Restated Initial Order;
 - (b) a sale and investment solicitation process order (the “**SISP Order**”) approving:
 - (i) a sale and investment solicitation process with respect to the Property and Business of the Applicant (the “**SISP**”); and
 - (ii) an investment agreement (the “**Stalking Horse Agreement**”) between the Applicant and Surbana Jurong Holdings (Canada) Ltd. (in such capacity, the “**Stalking Horse Bidder**”) solely for the purpose of constituting the “**Stalking Horse Bid**” under the SISP; and
 - (c) such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THIS APPLICATION ARE:***General***

3. The Applicant, B+H Architects Corp. (“**BHA**”), is insolvent, with liabilities against it exceeding \$5 million.
4. The Applicant is a company to which the CCAA applies.
5. The relief sought in the Initial Order is reasonably necessary for the continued operation of the Applicant in the ordinary course of business during the initial 10-day period and is appropriate in the circumstances.

Background

6. BHA is an architecture and design firm headquartered in Toronto, Ontario. It provides architectural, design, and consulting services for both public and private sector projects in Canada and internationally.
7. While BHA has a strong reputation and a significant portfolio of contracted work, it has encountered numerous challenges that have strained its liquidity and impacted its ability to operate. Among other things:
 - (a) BHA’s financial performance has suffered in recent years due to challenges in the private real estate market in Canada, uncertainty in the United States market, delayed collection of accounts receivable and pressures from tariffs and increasing interest rates;
 - (b) BHA is the subject of an arbitral award (the “**Arbitral Award**”) in the amount of approximately \$25 million in favour of Al Sadiyaat Development & Investment Sole Proprietorship Company LLC (“**SDIC**”), which BHA is unable to pay. SDIC has advised of its intention to commence enforcement proceedings in Canada; and
 - (c) BHA previously received funding indirectly from its 49% shareholder, Surbana Jurong Holding (Canada) Ltd. (“**SJHC**”) of the Surbana Jurong Group (“**SJ**”);

however, SJHC advised it was no longer willing to accommodate BHA as it had in the past, and required payment of amounts that had previously accrued.

Applicant is Insolvent

6. BHA is both cashflow insolvent and balance sheet insolvent.
7. For the reasons described above, BHA is expected to exhaust its available cash imminently and, without additional financing, it would be unable to meet its obligations due and accruing due.
8. BHA is also balance sheet insolvent as its assets, at fair valuation, are insufficient to satisfy in full its obligations due and accruing due, including the Arbitral Award.

Stay of Proceedings

9. A stay of proceedings is necessary at this time to allow BHA breathing space so that it can maximize value for all affected stakeholders by stabilizing its business, preventing enforcement of the Arbitral Award, and carrying out the SISF.

Monitor

10. KSV has consented to act as the Monitor and is very experienced in similar matters.

DIP Facility

11. In light of the cash situation described above, BHA is seeking approval of a limited DIP in the first 10 days of the CCAA proceedings. The maximum principal amount of the DIP Facility and the requested DIP Lender's Charge during the initial 10-day stay period is \$1,700,000 (plus all applicable interest, fees and expenses).
12. This amount is reasonably necessary for the continued operation of the Applicant in the ordinary course of business during the initial 10-day period to fund BHA's working capital requirements, professional fees, and other costs.

13. At the Comeback Hearing, BHA will seek to increase the DIP Lender's Charge to \$6,000,000 plus all applicable interest, fees and expenses.
14. The terms of the DIP Facility are commercially reasonable, and SJHC is likely the only party able to provide the required financing in the necessary timeframe.

KERP

15. No approval of a KERP is sought in the Initial Order. At the Comeback Hearing, the Applicant will seek approval of the KERP and a KERP Charge in the amount of \$200,000.
16. BHA established the KERP to incentivize certain key employees to remain in their employment during these CCAA Proceedings. The key employees have skills, knowledge, and capabilities that are necessary to facilitate the SISF that will be pursued in the CCAA Proceedings and to keep the business running to preserve maximum value for all stakeholders. It would be difficult to replace them in the near future given BHA's current circumstances.
17. The KERP Funds of \$200,000 would be paid to, and held by, the Monitor until a KERP Employee has satisfied the conditions for payment in accordance with the KERP. The KERP Charge would apply to the KERP Funds held by the Monitor.
18. The KERP has been reviewed by the Monitor who supports the KERP.
19. Approval of the KERP is necessary and appropriate in the circumstances. Sealing of the unredacted KERP, which includes the identities and compensation amounts of KERP Employees, is also appropriate in the circumstances.

Court-Ordered Charges

20. In the Initial Order, BHA is seeking an Administration Charge (to the maximum amount of \$500,000) and a Directors' Charge (to the maximum amount of \$460,000), in addition to the DIP Lender's Charge.

21. These charges are necessary to secure the professional services required to conduct the CCAA Proceedings and to ensure the continued service of the BHA's directors.
22. The maximum amount of the charges in the Initial Order is limited to what is reasonably necessary for the initial 10-day stay period.
23. At the Comeback Hearing, BHA intends to seek the following in respect of the charges:
 - (a) to increase the maximum amount of the Administration Charge from \$500,000 to \$750,000, and the Directors' Charge from \$460,000 to \$650,000;
 - (b) a KERP Charge in the amount of \$200,000, solely against the KERP Funds held by the Monitor; and
 - (c) an increase to the maximum principal amount of borrowings under the DIP Facility that are secured by the DIP Lender's Charge to \$6,000,000 (plus all applicable interest, fees and expenses).

SISP and Stalking Horse Bid

24. At the Comeback Hearing, BHA will also seek approval of: (i) the SISP; and (ii) the Stalking Horse Agreement, for purposes of acting as the Stalking Horse Bid in the SISP.
25. The SISP will consist of a two-phase bid process with the following milestones (all times are prevailing Eastern Time):

Milestone	Deadline
Teaser Letter and NDA sent to Known Potential Bidders	Commencing by October 20, 2025
Phase 1 Bid Deadline	November 17, 2025 at 5:00 p.m. (prevailing Eastern Time)
Phase 2 Bid Deadline	December 5, 2025 at 5:00 p.m. (prevailing Eastern Time)
Selection of Successful Bid(s) and Back-Up Bidder(s) or designation of Auction	December 8, 2025 at 5:00 p.m. (prevailing Eastern Time)
Auction Date (if designated)	December 10, 2025
Approval of Successful Bid(s)	December 17, 2025 at 5:00 p.m. (prevailing Eastern Time)
Closing – Successful Bid(s)	December 19, 2025 at 5:00 p.m. (prevailing Eastern Time)
Outside Date – Closing	December 31, 2025

26. In the proposed SISP Order, BHA seeks authorization to enter into the Stalking Horse Agreement. Approval of the Stalking Horse Agreement is being sought solely for the purposes of approving it as the Stalking Horse Bid in the SISP. The Stalking Horse Agreement will provide an appropriate, valuable and competitive floor for bids submitted and will enhance the efficacy of the SISP, and provide much-needed stability to the business.
27. BHA, with the support of the Monitor, is of the view that the procedures and timelines set out in the SISP and the approval of the Stalking Horse Agreement for the purposes of acting as the Stalking Horse Bid in the SISP are fair and reasonable in all the circumstances.

Other Grounds

28. The Applicant also relies on:

- (a) the provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
- (b) Sections 97 and 106 of the *Courts of Justice Act*, RSO 1990, c. C.43;
- (c) Rules 2.03, 3.02, 14.05(3)(d), 14.05(2), 16, 38 and 57 of the *Rules of Civil Procedure*, RRO 1990, Reg 194; and
- (d) such further and other grounds as counsel for the Applicant may advise and this Honourable Court may permit.

29. The following documentary evidence will be used at the hearing of the application:

- (a) the affidavit of Patrick Fejér, sworn October 16, 2025;
- (b) the pre-filing report of KSV, to be filed;
- (c) the first report of KSV, to be filed;
- (d) the consent of KSV to act as the Monitor; and
- (e) such further and other materials as counsel for the Applicant may advise and this Honourable Court may permit.

October 17, 2025

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Lawyers for the Applicant

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Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicant

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
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(the “Applicant”)

**AFFIDAVIT OF PATRICK FEJÉR
(Sworn October 16, 2025)**

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**ONTARIO
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(the “Applicant”)**

**AFFIDAVIT OF PATRICK FEJER
(Sworn October 16, 2025)**

I, Patrick Fejér, of the City of Toronto, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am the Chief Executive Officer and Head of Design of B+H Architects Corp. (“**BHA**”) as well as one of two directors on the BHA Board of Directors. I joined the firm in 2005 while it was still a partnership and became a partner in 2007. When BHA incorporated in 2018, I became a director and Senior Principal. I came into my current role in 2022. Before joining BHA, I held various positions in the architecture and design space after completing a Bachelor of Architecture at Cornell University. I am a member of the Ontario Association of Architects and a Fellow of the Royal Architectural Institute of Canada.

2. Through my current role as Chief Executive Officer and Head of Design, I am familiar with the operations, financial results and strategies of the Applicant. As such, I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my knowledge and believe it to be true.

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3. This affidavit is sworn in support of an application by BHA pursuant to the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") seeking an order (the "**Initial Order**") substantially in the form of the draft order included at Tab 3 of the Application Record, among other things:

- (a) appointing KSV Restructuring Inc. ("**KSV**"), a licensed insolvency trustee, as monitor for the Applicant in these proceedings (the "**Proposed Monitor**");
- (b) granting a stay of proceedings against the Applicant and its directors and officers (the "**Stay Period**") for an initial period of ten (10) days until October 27, 2025, in accordance with the CCAA (the "**Initial Stay Period**");
- (c) granting an administration charge in favour of the Applicants' counsel, the Monitor and the Monitor's counsel in the amount of \$500,000 (the "**Administration Charge**");
- (d) granting a charge to secure BHA's indemnity obligations to the directors and officers for liability that may arise post-filing in the amount of \$460,000 (the "**Directors' Charge**");
- (e) approving a debtor-in-possession credit facility (the "**DIP Facility**") from Surbana Jurong Holdings (Canada) Ltd. (the "**DIP Lender**") and authorizing the Applicant to borrow up to \$1,700,000 thereunder to finance the Applicant's working capital requirements, professional fees and expenses, the Recoverable Expenses (as defined below) and any other amounts agreed to between the parties, during the Initial Stay

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Period, and granting the DIP Lender a court-ordered charge (the “**DIP Lender’s Charge**”) as security for the Applicant’s indebtedness under the DIP Facility.

4. If the Initial Order is granted, the Applicant intends to return to Court at a comeback hearing on October 27, 2025 (the “**Comeback Hearing**”) to seek the issuance of two orders:

- (a) an amended and restated initial order (the “**Amended and Restated Initial Order**” or “**ARIO**”), among other things:
 - (i) extending the Stay Period to and including December 17, 2025 (the “**Extended Stay Period**”);
 - (ii) approving an increase to the maximum amount that the Applicant is authorized to borrow under the DIP Facility to \$6,000,000 and a corresponding increase to the DIP Lender’s Charge to the amount of \$6,000,000 (plus all applicable interest, fees and expenses);
 - (iii) increasing the Administration Charge to \$750,000;
 - (iv) increasing the Directors’ Charge to \$650,000;
 - (v) approving the Key Employee Retention Plan (the “**KERP**”), authorizing the Applicant to make payments in accordance with the terms thereof and sealing the unredacted version of the KERP;
 - (vi) approving a charge as security against funds paid by the Applicant and held by the Monitor in trust for amounts that become payable under the KERP in the amount of \$200,000 (the “**KERP Charge**”); and
- (b) a sale and investment solicitation process order (the “**SISP Approval Order**”) approving:

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- (i) a sale and investment solicitation process (described below) (the “**SISP**”); and
- (ii) an investment agreement (the “**Stalking Horse Agreement**”) between the Applicant and Surbana Jurong Holdings (Canada) Ltd. (in such capacity, the “**Stalking Horse Bidder**”) solely for the purpose of constituting the “**Stalking Horse Bid**” under the SISP.

5. All dollar references herein are Canadian dollars unless otherwise referenced.

I. OVERVIEW

6. BHA, which began as Bregman+ Hamann Architects in 1953, is a leading architecture and design firm headquartered in Toronto, Ontario. It has operated under the “B+H” brand for over 70 years. At its peak, there were 12 locations around the world operating under the B+H brand, with over 450 employees.

7. BHA has helped to shape Toronto’s downtown core. Its portfolio consists of some of Toronto’s most recognizable buildings, including Ripley’s Aquarium of Canada, Brookfield Place, MaRS Convergence Centre, CFL Mosaic Stadium, Mount Sinai Hospital, Toronto Eaton Centre, First Canadian Place (Canada’s Tallest Completed Building), the Toronto-Dominion Towers, Metro Toronto Convention Centre, Pearson Airport Terminal 3 and the Royal Ontario Museum.

8. BHA is known for its work in both the private sector (e.g. commercial and mixed use, residential) and the public sector (e.g. healthcare, cultural, institutional, transportation, aviation).

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9. While BHA is based in Ontario, BHA completes work internationally, including in the United States, China, Singapore, Kingdom of Saudi Arabia, India, Qatar, Vietnam, Brazil and the United Arab Emirates (“UAE”).

10. BHA presently has 28 employees, all licensed architects in Ontario.

11. BHA works closely with B+H International Corp. (“BHI”). While BHA exclusively employs architects licensed in Ontario and Alberta (some of whom are also registered in other provinces), BHI employs personnel who are not architects licensed in those jurisdictions.

12. BHI delivers service to BHA (among other entities) for essential business functions such as finance/accounting, legal, human resources, IT and administrative support, as well as certain architectural support services including design and technical support. BHI delivers these services to BHA pursuant to a Services Agreement (defined below) between the parties.

13. BHI (not BHA) is the registered owner of the B+H trademark. BHI has various subsidiaries, including subsidiaries that also operate under the B+H brand. Neither BHI nor any of its subsidiaries are part of these proposed restructuring proceedings.

14. In 2018, BHA transitioned from a partnership to a corporation, and Surbana Jurong Holding (Canada) Ltd. (“SJHC”) of the Surbana Jurong Group (“SJ”) acquired 49% of the shares of BHA plus 65% of the shares of BHI. By 2023, SJHC had 100% of the shares of BHI. SJ is a large, multinational urban and infrastructure consultancy firm based in Singapore.

15. The other 51% of BHA’s shares are owned by David Stavros and myself. A Relationship Agreement (defined below) was put in place to govern the relationship among the shareholders.

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16. Historically, BHA's operations were funded from its own revenue and a bank line of credit. After the acquisition by SJHC, the bank line of credit was terminated and, until recently, BHA did not require any direct financing. Instead, it relied on a flexible approach to paying BHI for the services BHI provided. I understand from Caroline Wan, Finance Director of BHI, that BHI in turn received funding from SJ that, in essence, provided indirect funding to BHA (among others) through these arrangements.

17. Unfortunately, more recently, BHA has experienced a severe liquidity crunch as a result of numerous factors affecting its revenue and collection efforts. Among other things, there has been a decreased demand for private sector architectural services due to various challenges in the private sector real estate and construction market post-COVID. Factors such as increased interest rates, tariffs, uncertainty regarding the United States markets and other challenges in the real estate markets in North America, the Middle East and Asia have led to a slow-down in new builds and customer/client payment constraints. This has resulted in challenges for BHA, including:

- (a) project cancellations leading to lost revenue, including approximately \$17.5 million of lost revenue from project cancellations since Q1 2025; and,
- (b) critical working capital pressures caused by delayed collection of accounts receivable.

18. In addition, BHA has become subject to a large arbitral award in the UAE relating to work performed by BHA in that jurisdiction. Specifically, on June 10, 2024, following a contested arbitration, an arbitral panel issued an award against BHA (naming the "Dubai branch of BHA", although, as noted below, there is no separate legal entity) requiring BHA to pay the claimant, Al

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Sadiyaat Development & Investment Sole Proprietorship Company LLC (“**SDIC**”), more than CDN \$25 million (the “**Arbitral Award**”). BHA was unable to and remains unable to pay the Arbitral Award.

19. BHA has also been named in certain other ongoing litigation in Canada and the UAE. While BHA disputes liability in these cases, in total, this has resulted in contingent liabilities in the approximate amount of CDN \$3,800,000.

20. In light of the sustained challenges faced by BHA, SJ advised that it was no longer willing to continue to indefinitely accommodate BHA as it had in the past and that it would eliminate the favourable non-contractual accommodations that had previously been extended to BHA. In mid-2024, SJHC began to require BHA to pay the amounts that had accrued from BHA to BHI under the Services Agreement. On or around May 2025, SJ further advised that it was no longer willing to financially support BHA’s operations. Thereafter, BHI began to require payment for monthly service fee amounts based on the monthly expenses incurred by BHA.

21. BHA relies on BHI in respect of both: (i) services delivered to BHA clients; (ii) administration, financial, accounting and other support that BHI provides to BHA directly, (iii) BHA has also traditionally relied on BHI for indirect financing through BHI’s flexible payment terms. Without this ongoing support from BHI, BHA’s business would be significantly impacted.

22. Faced with this confluence of challenges, McCarthy Tetrault LLP as counsel for BHA retained KSV Advisory Inc. (“**KSV Advisory**”) on July 27, 2025. KSV Advisory was retained as a financial advisor to assist in evaluating the cash flow needs of BHA and to assist with potential restructuring or other strategic initiatives available to the company in light of these challenges.

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23. Through this process, it became clear that:
- (a) BHA has an urgent need for additional financing or investment to meet its ongoing costs, including paying employee salaries and completing ongoing projects;
 - (b) Promptly securing financing and identifying a viable path forward is critical to stabilize the BHA business. Since BHA is a services business, uncertainty or delay can lead to a loss of its key “assets” (i.e. the BHA employees and clients, its certificate of practice, and its reputation); and
 - (c) There are numerous challenges to BHA seeking external financing or investment. This includes that the Relationship Agreement imposes restrictions on BHA taking action with respect to incurring indebtedness over \$50,000 without SJHC consent and critically, that BHA has minimal “hard” assets that could serve as collateral.
24. Accordingly, together with its advisors, BHA approached SJ again for support. While SJ had not been willing to provide ongoing financial support to BHA outside a formal proceeding, SJHC agreed to support BHA in a CCAA process by: (i) providing “DIP” financing to BHA to fund the CCAA proceedings, including a sale process for the business and assets of BHA; and (ii) provide a “stalking horse bid” pursuant to which it would agree to invest in BHA through a reverse vesting order structure if selected as the successful bid in a sale process.
25. This process is designed to allow the BHA business to continue seamlessly for the benefit of its stakeholders, while allowing BHA, with the support of KSV (as CCAA monitor), to canvass the market to identify higher or better bids.

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26. The Applicant will be seeking approval of the proposed sale process and Stalking Horse Agreement (for purposes of acting as a stalking horse bid only), at the Comeback Hearing on October 27, 2025. While the Applicant is not seeking such approvals now, in my view, it was critical to have the Stalking Horse Agreement with SJHC in place prior to the CCAA filing in order to provide much-needed continuity and certainty to stabilize and protect the BHA business.

27. Given all of these circumstances, BHA is seeking relief under the CCAA in order to provide operational stability while it attempts to maximize value for the benefit of its stakeholders through the CCAA proceeding and the SISP.

28. I believe that the relief sought in these CCAA proceedings will help BHA seek to implement a transaction or investment opportunity to continue the 70-year old BHA business as a going concern for the benefit of its employees, clients and other stakeholders, either through the Stalking Horse Bid or a higher or better bid identified in the process.

II. BACKGROUND REGARDING THE APPLICANT

29. BHA is a Canadian architectural and design firm incorporated under the laws of Ontario, with its head office located at 320 Bay Street, Suite 200, Toronto, Ontario. A copy of the corporate profile report of BHA is attached hereto as **Exhibit “A”**.

30. BHA does business under the “B+H” brand. B+H is an homage to the original firm name, Bregman + Hamann, which was founded in 1953 by Sidney Bregman and George F. Hamann.

31. BHA operates pursuant to the *Architects Act*, R.S.O. 1990, c. A. 26 (the “**Architects Act**”) and holds a Certificate of Practice from the Ontario Architects Association (“**OAA**”), issued in

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September 2018. BHA also holds a Certificate of Practice with the Alberta Architects Association (the “AAA”).

32. David Stavros and I are the directors of BHA and are both licensed architects and members of the OAA.

33. I became a BHA director on October 9, 2018; David Stavros became a BHA director on September 30, 2022. BHA is owned 49% by SJHC and 51% by David and myself. Further details of this are provided below.

34. While BHA is registered extra-provincially in Alberta (which is sometimes referred to as the “Calgary branch”), BHA does not have offices or employees in Alberta.

35. BHA had a professional license in Dubai and was registered with the Dubai Ministry of Economy and Tourism as having a branch office in Dubai. This “branch office” was not a separate corporation and there are no local offices, employees or assets in Dubai. The professional license in Dubai is now expired.

36. BHA has one subsidiary, B+H Architects Vietnam Co. Ltd. This entity has no active projects, employees or an office and is in the process of being dissolved.

37. BHA also has a 54.3% interest in an unincorporated joint venture subsidiary with Diamond and Schmitt Architects Incorporated pursuant to a Joint Venture Agreement dated December 21, 2017. The joint venture was entered into so the parties could work together as the prime architects with respect to the Michael Garron Hospital project in Toronto.

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38. BHI is incorporated under the laws of Ontario and provides shared services, including administrative and finance functions, to BHA under a master services agreement, described further below.

39. While I was a director of BHI from September 2022, I resigned from that position on January 1, 2025. I continue to hold certain roles with other BHI subsidiaries, including that I remain President of B+H Architects Inc. and CEO of B+H Architects (Washington) LLC. A copy of corporate profile report of BHI is attached hereto as **Exhibit “B”**.

(i) SJHC Acquisition and Broader Corporate Group

40. In 2018, SJHC, a wholly-owned subsidiary of SJ, acquired 49% of the shares of BHA. This acquisition was part of a larger transaction whereby SJ acquired an interest in all of the BHA and BHI entities.

41. Prior to the transaction, BHA operated as a general partnership known as “B+H Architects” and BHI operated as a limited partnership known as “B+H International LP.” The B+H Architects general partnership was made up of a number of partners who held certain partnership units and operated under a Certificate of Practice from the OAA.

42. BHA and BHI were each converted into separate corporations as part of the series of transactions that occurred in relation to the 2018 acquisition. The former partners of B+H Architects became shareholders of BHA and sold 49% of the shares of BHA to SJHC in 2018. The other 51% continued to be held by the original partners, including David Stavros and I.

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43. Later on, David Stavros and I acquired additional shares from previous shareholders. As of today, our shareholdings together totalled 51% of the BHA shares.

44. I understand that the Architects Act stipulates that a certificate of practice will only be issued to a corporation such as BHA if (1) a majority of the directors of the corporation are composed of (i) members of the OAA or (ii) members of the OAA and members of the Association of Professional Engineers of Ontario and (2) at least 51% of the voting shares and 51% of the value of all of the shares of the corporation is directly or indirectly controlled and owned by (i) members of the OAA or (ii) members of the OAA and members of the Association of Professional Engineers of Ontario. I understand similar restrictions are set out by the AAA.

45. I understand that it is because of this restriction that SJHC structured the acquisition to acquire only 49% of the BHA shares.

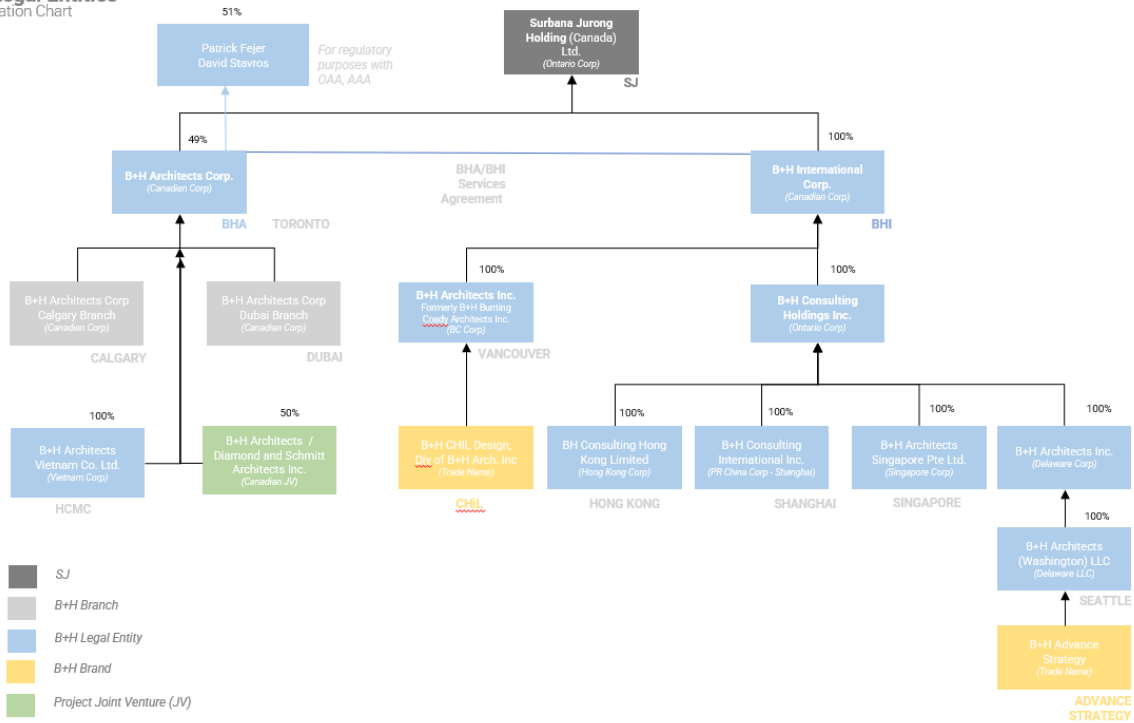
46. As part of the acquisition, the shareholders of BHA and BHI (including SJHC) entered into a Relationship Agreement with SJHC to govern their relationship (the “**Relationship Agreement**”).

47. The Relationship Agreement sets out various operational restrictions, including requiring BHA to seek written consent from SJHC before taking corporate steps such as making investments, incurring debt over \$50,000 and instituting insolvency proceedings.

48. A copy of the organizational chart illustrating the broader SJHC business and the relationships between BHA, BHI and SJHC is shown below (as noted above, the Calgary branch and Dubai branch are not separate corporations). Several of the entities carrying on business under the B+H brand that are seen below are not included in these proceedings.

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B+H Legal Entities
Organization Chart



49. In addition, SJ Canada Architects Corp (“**SJ Canada**”) has been recently incorporated by SJ to carry out work in Canada, which is also not reflected above.

(ii) The Business of the Applicant

50. BHA provides architectural, interior design, planning, and consulting services. As described above, BHA is a leading architectural and design firm in Toronto which has completed some of the largest and most unique projects in Canada.

51. B+H has received numerous accolades both domestically and internationally for its work and is a well-known player in the architecture industry, including that it is:

- (a) the only architectural practice to have won the BOMA Earth Award four times;

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- (b) ranked 50 of the top 100 Architecture firms in the world by World Architecture Top 100 Giants, 2024;
- (c) ranked among the top 4 Canadian architecture firms by World Architecture “Top 100 Giants” List; and
- (d) recently awarded CTBUH Award of Excellence for 160 Front Street, a.k.a. TD Terrace as well as Sick Kids Patient Support Centre.

52. BHA’s core services include: (a) architectural design; (b) interior design; (c) planning and landscape architecture; and (d) strategy/consulting services (including workplace strategy, real estate/feasibility and early-stage development advisory).

53. BHA’s project work spans multiple sectors, including commercial and mixed-use development, corporate workplace, healthcare, hospitality, residential, education/institutional, retail, sports and recreation, transportation, and urban realm/landscape.

54. BHA had approximately \$22.7 million in contracted work as of mid-2025, comprised of \$4.1 million in public sector projects and \$18.6 million in private sector projects.

(iii) Operations of the Applicant

A. Employees

55. As of today’s date, BHA has 28 employees, which includes 10 principals, 3 Senior Associates, 6 Associates and 9 staff. Each employee is an Ontario licensed architect.

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56. The majority of BHA's employees are employed on a full-time basis. None of BHA's employees are represented by a labor union and BHA does not have a pension plan.

57. BHA commonly sub-contracts work to BHI and other parties to assist with the completion of projects. While BHI is sub-contracted to assist with various work streams as set out in this affidavit, other subcontractors hired by BHA include architecture firms, engineering firms and planning teams. BHA enters into contracts with these subcontractors on a project by project basis.

B. Inter-Company Relationships

58. As described above, pursuant to the Services Agreement, BHA relied on BHI employees to deliver certain services to it and its clients that could be delivered by individuals other than BHA's licensed architects.

59. BHI employees provide services to BHA that include: administrative services, financial and accounting services, human resource, design services, information management services, client services and public relations.

60. This arrangement is governed by a Services Agreement between BHA and BHI dated September 7, 2018 pursuant to which BHA agrees to pay certain fees to BHI as consideration for services provided by BHI staff (the "**Services Agreement**"). Attached hereto as **Exhibit "C"** is a copy of the Services Agreement.

61. While the Services Agreement terms would have resulted in significant payments from BHA to BHI each month, BHI did not enforce the payment terms prior to June 2024. The parties instead

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tracked the accrued amounts payable pursuant to the Services Agreement and BHI only required a cash payment from BHA from time to time.

62. BHI received funding from SJ to support its operations, thus indirectly also funding BHA. Pursuant to various loan advances, SJ had advanced approximately \$6,500,000 to BHI to fund its operations.¹

63. In mid-2024, BHI started requiring BHA make service fee payments that had accrued under the Services Agreement which I am advised by Ms. Wan, by that time, was in excess of \$20 million.

64. Thereafter, since July 2025, BHA has paid BHI monthly service fee payments calculated based on monthly expenses incurred. These amounts have varied but are in the range of \$500,000 to \$1,000,000 monthly.

65. I understand from Ms. Wan that, as of today's date, BHA is up to date on these monthly service fee payments owing to BHI (with certain intercompany balances remaining due).

66. BHI is a critical supplier to BHA and their services would be difficult if not impossible to replace, particularly in light of the Relationship Agreement restrictions on BHA's operations.

C. Real Property

67. BHA does not own or lease any real property.

68. BHA operates out of premises at 320 Bay Street, Toronto. These premises are leased from a landlord by BHI pursuant to a lease dated September 3, 2019 and expiring on March 31, 2031.

¹ Ms. Wan has provided me with figures regarding the intercompany payments and balances that inform this figure and the other BHI information and intercompany numbers in this affidavit.

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69. There is no formal sublease arrangement. BHA does not separately pay BHI rent payments except pursuant to the fees paid under the Services Agreement.

D. Insurance

70. BHA holds professional liability insurance with Pro-Demnity, which is limited to coverage of only Ontario projects. This insurance is mandatory pursuant to the OAA.

71. BHA also holds a Professional First Architects, Engineers & Consultants Professional Liability policy with National Liability & Fire Insurance Company, that has been called upon in respect of the Arbitral Award by SDIC and that is being applied to ongoing litigation costs in respect of arbitration proceedings described further below.

72. I have also reviewed certain extracts of a directors' and officers' insurance policy held by SJ, which SJ has advised applies to BHA directors and officers and has a \$15 million limit of liability plus excess coverage of \$15 million and \$20 million.

(iv) Secured Debt and PPSA Registrations

73. BHA has various registrations made against it under the Ontario Personal Property Registry System as follows:

- (a) registrations in favour of The Toronto-Dominion Bank ("TD Bank") in all general classifications except consumer goods. This registration relates to a paid off line of credit and a now-cancelled credit card. I understand from Ms. Wan that TD Bank has advised that it is in the process of discharging its registrations;

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- (b) registration in favour of CWB National Leasing Inc. against certain equipment (specifically, printers, laser cutter and coffee machines); and
- (c) registration in favour of Vault Credit Corporation against office equipment.

A copy of the search results of the Ontario Personal Property Registry System as at October 15, 2025 is attached hereto and marked as **Exhibit “D”**.

74. Prior to the filing, BHA had no secured financing or other secured debt obligations.

(v) Banking Arrangements

75. BHA has operating bank accounts with TD Bank which are used for all day-to-day and corporate operating transactions. The Applicant proposes to maintain its current banking arrangements during this CCAA proceeding.

76. BHA operations also currently rely on two credit cards issued to BHI by American Express which are used by David Stavros and myself.

77. During the CCAA proceedings, BHA intends to continue using the TD Bank accounts for its business and banking requirements and has sought certain relief in the Initial Orders in order to facilitate that.

(vi) Intellectual Property

78. BHA does not own any patents, trademarks or other intellectual property. While BHA operates under the well-recognized B+H brand, the B+H trademark is owned by BHI. However,

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BHA has a perpetual, irrevocable, transferable, non-exclusive, royalty-free license to the BHI intellectual property pursuant to the Services Agreement.

III. ENFORCEMENT THREAT

(i) Arbitral Award

79. In March 2017, BHA was retained under a consulting agreement by SDIC to provide architectural services in relation to a project in the UAE, which included BHA hiring sub-consultants where necessary.

80. Allegations were raised in respect of the project in 2021. BHA denied any responsibility for the alleged issues. Among other things, BHA disputes that it was the cause of any damage and asserts that a structural design sub-consultant (the “**UAE Sub-Consultant**”) was wholly responsible for any damages.

81. Pursuant to the contract between BHA and SDIC, disputes were to be subject to a confidential arbitration process in the UAE.

82. In June 2024, an arbitral award was granted in favour of SDIC against BHA’s Dubai branch. The approximate amount of the arbitral award is UAE Dirham (AED) \$64,829,309.20, which is approximately CDN \$25 million, plus accruing interest at the rate of 9% per annum until full payment is made.

83. BHA continues to maintain the UAE Sub-Consultant bears responsibility for any damages at issue and BHA is seeking separate recourse against the UAE Sub-Consultant pursuant to a

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confidential arbitration. However, BHA has exhausted its rights of appeal in the UAE and the Arbitral Award has now become enforceable on its terms in the UAE.

84. On July 16, 2025, SDIC's counsel advised that its client is preparing to file legal proceedings against BHA in Canada to enforce the Arbitral Award. A copy of the letter dated July 16, 2025 is attached hereto and marked as **Exhibit "E"**.

85. BHA has not consented to enforcement of the Arbitral Award in Canada and reserves all of its rights and defences in relation thereto.

(ii) Other Litigation

86. BHA is a defendant in three proceedings in Canada, details of which are set out further below:

- (a) Stantec claim seeking \$1,590,136.26: On or about January 25, 2025, Stantec Consulting Ltd. ("**Stantec**") initiated legal proceedings against BHA before the Superior Court of Québec, Civil Division, District of Montreal, seeking payment of \$1,590,136.26 plus interest for unpaid invoices concerning a project on Crown-owned land in Gatineau, Québec. BHA was retained for the project by the general contractor, PCL Constructors Eastern Inc., and in turn BHA had retained Stantec to provide environmental, acoustical, civil, structural, mechanical, electrical, fire protection, telecommunications engineering, and physical security services. The claim is contested by BHA, and the parties are in the process of completing pre-trial

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examinations. No written defence has yet been filed, and no trial date has been scheduled.

- (b) Barnett claim seeking \$200,000: BHA was added as a third party to a claim commenced before the Ontario Superior Court of Justice on June 26, 2025 by Paula Christine Barnett against three defendants, Uxmed Inc., 2868194 Ontario Inc. o/a Oak Tree Medical Pharmacy and Oak Valley Health. The defendants seek contribution and indemnity from BHA in the amount of approximately \$200,000 regarding a slip and fall incident. The proceeding is still in the pleadings stage.
 - (c) Plenary Health claim seeking \$2,000,000: BHA is one of the parties² to a claim commenced before the Ontario Superior Court of Justice on September 25, 2020 by Plenary Health Milton LP. BHA was hired by PCL Constructors Canada Inc. (another defendant to the claim) as a prime consultant for the design and build of a hospital in Ontario. The claim is for \$2,000,000 in damages due to alleged deficiencies with the project. The proceeding is still in the pleadings stage.
- (collectively, the “**Canadian Litigation**”).

87. BHA is also subject to a judgment obtained in the Dubai Courts in the UAE in favour of Al-Marasem North Coast Resort Development that was granted against it on May 28, 2025 in the amount of USD \$42,000 plus AED \$20,000 plus fees and expenses. The plaintiff is currently

² While the original claim incorrectly listed B+H Architects International (Canada) Inc., BHA’s defence confirmed that the correct legal entity is “B+H Architects”.

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appealing the judgment (the “**UAE Litigation**” and together with the “Canadian Litigation”, the “**Pending Litigation**”).

88. BHA contests all of the Pending Litigation, and continues to reserve all of its rights and defences in relation thereto.

IV. FINANCIAL POSITION OF THE APPLICANT

89. The financial position of BHA is described in detail below. A copy of the unaudited balance sheet and statement of comprehensive income of BHA for the year ended December 31, 2024 is attached hereto as **Exhibit “F”** (the “**2024 Financial Statements**”). Also attached is a balance sheet and statement of comprehensive income of BHA as at June 30, 2025, attached hereto as **Exhibit “G”** (the “**2025 Financial Statements**” and, together with the 2024 Balance Sheet, the “**Financial Statements**”). The Financial Statements are subject to ongoing review and reflect allocation methodologies determined by BHI.

90. The attached are the only financial statements specific to BHA in the past year of which I am aware.

91. I understand that BHA’s financial position was also referenced in consolidated financial statements prepared for BHA and BHI in 2024. However, given that BHA is the only proposed debtor in these proceedings, only the unconsolidated financial statements of BHA prepared in the year before filing are attached above.

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(i) Assets

92. Based on the 2025 Financial Statements, BHA had total assets with a book value of approximately \$16.6 million, comprised of, among other things:

- (a) Cash – approximately \$365,000;
- (b) Accounts Receivable – approximately \$12.8 million
- (c) Contract Assets – approximately \$3 million; and
- (d) Prepaid expense and sundry assets - \$245,000.

93. The net realizable value of BHA's assets will be lower than the book values reported above. BHA does not own any substantial "hard" assets such as real property or personal property and equipment, nor does it own the B+H intellectual property and trademark. Instead, BHA's key assets are its people, contracts, customer lists and accounts receivable.

94. Accordingly, while BHA has a strong reputation and award-winning, sought-after architects with approximately 60 active projects and over \$26 million of future revenue through to 2030, the core BHA assets are at high risk of dissipating in either a liquidation scenario or a period of prolonged uncertainty.

95. In the event that BHA is unable to continue operations, BHA's ability to collect accounts receivable will be significantly constrained, its employees may choose to move elsewhere for greater job security, and most of the client contracts contain unilateral termination clauses in favour of the

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client. In addition, various public contracts cannot be assigned without triggering new public procurement processes.

(ii) Liabilities

96. Based on the 2025 Financial Statements, BHA has liabilities with a total book value of approximately \$38 million comprised of, among other things:

- (a) Accounts payable and accrued liabilities – approximately \$32.5 million;
- (b) Contract liabilities – approximately \$5 million; and
- (c) Due to related party - \$300,000.

97. The accrued liabilities include a provision for the contingent claims relating to the Pending Litigation and the Arbitral Award in the amount of approximately CDN \$25,000,000.

98. The contract liabilities represent negative work in progress, reflecting BHA's obligation to deliver work remaining under a contract.

V. INITIAL ORDER

(i) The Applicant is Insolvent

99. The realizable value of BHA's assets is not sufficient to satisfy the Arbitral Award, and BHA's other liabilities due and accruing due. In addition, BHA is facing a severe liquidity crisis and without the additional financing to be provided by the proposed DIP Facility, it will be unable to pay its ongoing costs.

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(ii) Cashflow Test

100. BHA's monthly operating costs average \$2 million, driven by payroll, subcontractors, professional fees and taxes. As set out in the cash flow forecast that will be appended to the report of the Proposed Monitor (the "**Cash Flow Forecast**"), BHA is expected to require additional financing in respect of amounts due October 17, 2025 in order to meet payroll and make subcontractor payments.

101. The proposed DIP Facility will allow BHA the breathing space necessary in order to carry out a sale and investment solicitation process in respect of its assets and business and pursue any other avenues available to it to restructure its business.

(iii) Balance Sheet Test

102. As set out above, on the 2025 Financial Statements, BHA had assets with a book value of approximately \$16.6 million as at June 30, 2025 and liabilities of approximately \$37.8 million in that same period. As such, the 2025 Financial Statements reflect that the value of the liabilities of BHA exceed that of its assets.

103. In addition, due to the nature of BHA's assets and its business, the realizable value of BHA's assets, taken as a whole, is unlikely to exceed the book value of such assets. As described above, BHA does not own any material "hard" assets nor does it own the B+H trademark. As described above, there are numerous factors that mean the key BHA assets are at risk of dissipating in a period of uncertainty or in a liquidation. Accordingly, the realizable value of such assets is unlikely to

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exceed the book value. Without the protections proposed in this motion, the realizable value of the assets may dissipate entirely.

104. Additionally, the book value of BHA's liabilities reported on its financial statements may be less than the value of BHA's obligations due and accruing due. For instance, the financial statements do not include any costs associated with the realization of its assets, such as damages for breach of any contracts that BHA was unable to perform.

105. Accordingly, I believe the assets of BHA at fair valuation are insufficient to enable BHA to pay all its obligations due and accruing due.

(iv) Stay of Proceedings

106. A stay of proceedings is necessary at this time to, among other things, allow BHA breathing space to maintain stability and focus on completing a market canvass to seek the most beneficial outcome for its stakeholders in the circumstances.

(v) Proposed Monitor

107. It is proposed that KSV will act as Monitor in the CCAA proceedings if the proposed Initial Order is granted.

108. The Proposed Monitor has consented to act as the Monitor on the terms set out in the proposed Initial Order. A copy of the Proposed Monitor's consent to act as monitor is attached hereto as **Exhibit "H"**.

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(vi) Payments During the CCAA Proceedings

109. As set out in the proposed Initial Order, BHA is seeking authorization to pay certain expenses, whether incurred prior to, on or after the Initial Filing Date, in respect of outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements.

110. BHA is also seeking authorization, with the consent of the Monitor and in consultation with the DIP Lender, to pay amounts owing for goods or services actually supplied to the Applicant prior to the Initial Order by third party suppliers if in the opinion of the Applicant, the third party supplier is critical to the ongoing operations of the Applicant.

111. The continued payment of these obligations is necessary for the continued operation of the Applicant's business or in connection with the CCAA proceedings and efforts to address BHA's current financial circumstances. BHA believes it is in the best interests of its stakeholders that such expenses continue to be paid in the normal course, regardless of whether such expenses were incurred prior to, on or after the Initial Filing Date.

112. In the proposed Initial Order, BHA is also seeking the authority to pay all reasonable expenses incurred in carrying on the Business in the ordinary course after the Initial Filing Date, including (a) expenses and capital expenditures reasonably necessary for the preservation of BHA's Business or property; (b) expenses required to ensure compliance with any governmental, regulatory, or other enforcement action; and (c) payment for goods and services supplied or to be supplied to BHA after the date of the Initial Filing Date.

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(vii) DIP Financing

113. I understand that the Cash Flow forecast to be attached to the pre-filing report of the Proposed Monitor will project that BHA requires \$1.7 million during the next 10 days.

114. Further, I understand the Cash Flow Forecast will show that BHA would not have sufficient cash-on-hand to make payments due the week ending October 17, 2025 without the DIP Financing. Without the proposed DIP Financing in the 10 days prior to the Comeback Hearing, BHA would not have sufficient liquidity to continue operations or pursue efforts towards a going concern sale of its business.

115. SJHC has agreed to provide such financing pursuant to a term sheet dated October 16, 2025 (the “**DIP Term Sheet**”). A copy of the DIP Term Sheet is attached hereto and marked as **Exhibit “I”**.

116. The DIP Term Sheet reflects financing in the principal amount of \$6,000,000 in two advances. The first advance of \$1,700,000 would be available prior to the Comeback Hearing.

117. The key terms of the DIP Term Sheet are summarized below. Capitalized terms used in the below table that are not otherwise defined herein have the meaning given to such terms in the DIP Term Sheet:³

Summary of Key Terms of the DIP Term Sheet	
Agreement	DIP Term Sheet dated October 16, 2025

³ The below summary is for informational purposes only. In the event of a conflict between the summary of the DIP Term Sheet, the terms of the DIP Term Sheet shall prevail.

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Borrower	B+H Architects Corp.
Lender	Surbana Jurong Holdings (Canada) Ltd.
DIP Facility	A non-revolving facility available in multiple advances, up to the maximum aggregate amount of \$6,000,000. - The first advance will be upon the issuance of the Initial Order in the amount of \$1,700,000 or such lesser amount as may be approved by the Initial Order and secured by the DIP Lender's Charge (the "First Advance"), and in any event, within one Business Day after the date of the Initial Order. - Approval of the second advance of the facility will be requested in the ARIO up to the maximum additional amount of \$4,300,000, available in bi-weekly draw requests received by the Lender from the Borrower (the "Subsequent Advances").
Interest	Three month Term CORRA Rate plus 1.7% per annum
Default Interest Rate	An additional 2% per annum
Purpose	The Borrower is to use the DIP Facility for: - Working capital needs of the Borrower; - Professional fees and expenses incurred by the Borrower, the Borrower's legal counsel, and the Monitor and the Monitor's legal counsel both prior to and after the commencement of the CCAA Proceedings, in accordance with the cash flow projections approved by the Monitor and the Lender for the period ending December 31, 2025; - Such other costs and expenses of the Borrower as may be agreed to by the

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	Lender, in writing.
Additional Fees	No additional fees.
Stalking Horse Bid	The DIP Facility shall be treated as a debtor-in-possession loan until the Stalking Horse Agreement is selected as the winning bid in the SISP and the Transaction closes, at which point all amounts owing under the DIP Facility shall be satisfied in accordance with the terms of the Stalking Horse Agreement.
Recoverable Expenses	The Borrower shall pay all reasonable and documented fees and expenses (the “ Recoverable Expenses ”) incurred by the Lender in connection with the Term Sheet, DIP Facility, Initial Order, the ARIO and the SISP Order, the DIP Lender’s Charge and with the enforcement of the Lender’s rights and remedies, including without limitation all reasonable and documented legal fees and disbursements incurred by the Lender.
Maturity Date	The earliest to occur of: - January 31, 2026 (or such later date as the Lender and the Borrower may mutually agree to in writing); - The closing of the Transaction, in which case all amounts advanced under the DIP Facility will be credited against the purchase price and/or treated in accordance with and subject to the terms and conditions of the Stalking Horse Agreement - The closing of a sale or investment transaction resulting from the SISP (other than the Transaction), which transaction has been approved by an order of the Court; - The implementation of a plan of compromise or arrangement within the

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	CCAA Proceeding, which has been approved by the requisite majority of the Borrower's creditors, and by an order of the Court; - The date on which the CCAA Proceedings are terminated for any reason, including if the CCAA Proceedings are converted into a proceeding under the <i>Bankruptcy and Insolvency Act</i> (Canada); and - The occurrence and continuance of an Event of Default, subject to a cure period of five Business Days, beginning on the date of the occurrence of the Event of Default.
Repayment	Unless the Maturity Date occurs in accordance with the closing of the Transaction, the aggregate principal amount owing under the DIP Facility plus all accrued and unpaid interest and Recoverable Expenses shall become due and payable on the Maturity Date. The Borrower may prepay the DIP Facility in full at any time, without penalty, with such prepayment first being applied to all accrued and unpaid interest, then Recoverable Expenses, and then any principal amount outstanding under the DIP Facility.
Conditions Precedent	The DIP Facility is subject to customary conditions precedent, including: - The Initial Advance is subject to the Court granting the Initial Order and the DIP Lender's Charge therein; - The Subsequent Advance is subject to the Court granting the Amended and Restated Initial Order and the increase to the DIP Lender's Charge therein, as well as the SISP Order.

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Covenants	The DIP Facility largely contains customary covenants.
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118. I believe that the terms of the DIP Term Sheet are appropriate in the circumstances. Given BHA's significant liquidity constraints, the Applicant requires the DIP Facility to fund its operations and pursue the SISP in these CCAA proceedings.

119. I believe the interest rate and fees are commercially reasonable in the circumstances and that the DIP Facility is necessary to provide sufficient funding to meet BHA's cash flow needs during the first 10 days of these proceedings.

120. SJHC is a logical DIP Lender and likely the only party able to provide the financing in the timeframe required, and in light of the challenges facing BHA and the fact that BHA does not have typical hard assets to form part of a security package for a third party financier. In addition, SJHC has agreed to act as stalking horse bidder, subject to providing the DIP Facility, which is critical to provide the much-needed stability for the BHA business.

121. In all of the circumstances, I believe that the DIP Term Sheet and the DIP Facility are reasonable and necessary and will assist with the ongoing business of BHA and completion of these restructuring proceedings.

(viii) Charges

A. Administration Charge

122. The proposed Initial Order provides for a Court-ordered charge over the assets, property and undertaking of the Applicant (the “**Administration Charge**”) in favour of the Monitor, legal counsel to the Monitor and legal counsel to the Applicant in respect of their fees and disbursements incurred at their standard rates and charges, in order to ensure the active involvement and assistance of such persons during the CCAA proceedings.

123. The proposed Administration Charge is in an aggregate amount of \$500,000 in the Initial Order, and in an aggregate amount of \$750,000 in the Amended and Restated Initial Order. The amount of the proposed Administration Charge has been reviewed with the Proposed Monitor who is supportive of the relief sought.

B. Directors’ Charge

124. The proposed Initial Order contemplates an indemnification of former, current or future directors and officers of the Applicant (the “**Directors’ Charge**”) and the creation of a charge over assets, property and undertaking of the Applicant as security to protect them from claims and liabilities relating to the failure of the Applicant to pay or perform certain obligations that may arise after the filing date (including but not limited to outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses, expenses and other like amounts).

- 35 -

125. BHA does not directly maintain directors' and officers' liability insurance. However, as set out in paragraph 72 above, I have reviewed an extract of the SJ directors' and officers' insurance policy and SJ has advised that this provides coverage for BHA's directors and officers.

126. Due to the potential liabilities that may arise, David Stavros and I have indicated to BHA that our continued service to BHA and involvement in this proceeding is conditional upon the granting of an order under the CCAA which grants a charge in favour of the directors and officers of BHA.

127. The amount proposed for the Directors' Charge is \$460,000 during the initial 10-day period and \$650,000 thereafter.

128. The amount of the proposed Directors' Charge has been reviewed with the Proposed Monitor who is supportive of the relief sought and calculated this amount based on the average payrolls and obligations of the Applicant, accrued vacation pay, withholding taxes and the amounts outstanding or average monthly remittances for sales taxes.

C. DIP Lender's Charge

129. The proposed Initial Order contemplates a charge over the assets, property and undertakings of the Applicant in favour of the DIP Lender to secure the Initial Advance by the DIP Lender under the DIP Facility in the amount of \$1,700,000 plus all interest, fees and expenses (the "**DIP Lender's Charge**").

130. The DIP Lender's Charge sought in the Initial Order is limited to the funds to be advanced by SJHC which are necessary for BHA's operations during the first 10 days.

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131. I do not believe that any creditor would be materially prejudiced as a result of the requested DIP Lender's Charge.

132. A condition of the DIP Financing is that the DIP Lender's Charge will be obtained. The DIP Lender's Charge is necessary and reasonable in the circumstances as it will allow BHA to continue its operations and to fund these proceedings to pursue a going-concern sale of its business.

133. Without additional financing, BHA does not have sufficient cash to continue operations or to fund an orderly liquidation. Creditors are unlikely to have any recoveries in such a scenario.

134. At the Comeback Hearing, BHA intends to request that the DIP Lender's Charge be increased to the principal amount of \$6,000,000 (plus interest, fees and expenses) to fund the remainder of these proceedings.

(ix) Priorities of Charges

135. The Applicant believes that the amounts of the Administration Charge and the Directors' Charge (collectively, the "**Charges**") in the Initial Order are appropriate in the circumstances.

136. It is contemplated that the priorities of the Charges in the Initial Order will be as follows:

- (a) First – the Administration Charge;
- (b) Second – the Directors' Charge; and
- (c) Third – the DIP Lender's Charge.

- 37 -

137. The Initial Order sought by the Applicant provides for the Charges to rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise, (collectively, the “**Encumbrances**”), other than any parties that have not been served with notice of the application for the Initial Order.

138. The Amended and Restated Initial Order to be sought by BHA provides for all of the Charges to rank in priority to all Encumbrances. BHA will provide notice of the Comeback Hearing to all secured creditors who are likely to be affected by the Charges.

VI. REGULATORY RESTRICTIONS

139. I understand that to prevent a finding of professional misconduct, the General Regulation to the Architects Act, R.R.O. 1990, Reg. 27, requires a member or holder to notify the Registrar in the case of receipt of a petition for bankruptcy or the making of a general assignment for the benefit of creditors to advise the manner in which the professional responsibilities of the member or holder will be discharged. In the case of a finding of professional misconduct, the Architects Act provides that a certificate of practice could be revoked or suspended.

140. There is a similar requirement under the Alberta Architecture Act General Regulation 200/2009.

141. The OAA and AAA Certificates of Practice are key BHA assets, which allows BHA to provide architectural services in Ontario and Alberta.

142. As such, has been in communications with the OAA to notify of BHA’s intent to file under the CCAA and I have reached out to the AAA to advise them of the filing as well.

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VII. COMEBACK HEARING RELIEF

143. If the Court grants the Initial Order, the Applicant intends to return to Court on October 27, 2025, prior to the expiry of the Initial Stay Period, to seek the ARIO and the SISP Approval Order, for among other things, the following additional relief:

- (a) extending the Stay Period up to and including December 17, 2025;
- (b) approving an increase to the DIP Facility to be in the maximum amount of \$6,000,000 and a corresponding increase to the DIP Lender's Charge to the amount of \$6,000,000 plus interest, fees and expenses;
- (c) approving the KERP and KERP Charge;
- (d) approving the SISP and the Stalking Horse Agreement for the purpose of constituting the Stalking Horse Bid under the SISP.

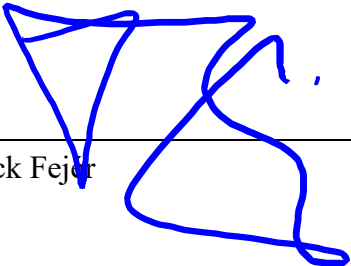
- 39 -

144. Details with respect to the relief to be sought at the Comeback Hearing will be provided in a further affidavit.

SWORN BEFORE ME over videoconference this 16th day of October, 2025 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Toronto, and the Commissioner was located in the City of Toronto in the Province of Ontario.

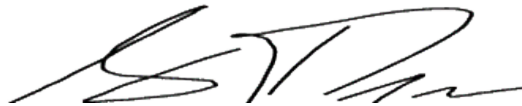


A Commissioner for taking Affidavits
Sanea Tanvir LSO #77838T


Patrick Fejer

TAB A

This is Exhibit “A” referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'Sanea Tanvir', written over a horizontal line.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T



Ministry of Public and
Business Service Delivery

Profile Report

B+H ARCHITECTS CORP. as of October 03, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	B+H ARCHITECTS CORP.
Ontario Corporation Number (OCN)	2645729
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 16, 2018
Registered or Head Office Address	320 Bay Street, Suite 200, Toronto, Ontario, M5H 4A6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name PATRICK FEJER
Address for Service 320 Bay Street, Suite 200, Toronto, Ontario, M5H 4A6,
Canada
Resident Canadian Yes
Date Began October 09, 2018

Name DAVID STAVROS
Address for Service 320 Bay Street, Suite 200, Toronto, Ontario, M5H 4A6,
Canada
Resident Canadian Yes
Date Began September 30, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)**Name**

PATRICK FEJER

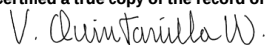
Position

Chief Executive Officer

Address for Service320 Bay Street, Suite 200, Toronto, Ontario, M5H 4A6,
Canada**Date Began**

October 15, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Corporate Name History**Name****B+H ARCHITECTS CORP.****Effective Date****July 16, 2018**

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Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Expired or Cancelled Business Names

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Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: PATRICK FEJER	April 04, 2025
Annual Return - 2023 PAF: PATRICK FEJER	September 13, 2024
CIA - Notice of Change PAF: PATRICK FEJER	September 13, 2024
CIA - Notice of Change PAF: PATRICK FEJER	November 13, 2023
Annual Return - 2022 PAF: AHMED MUDATHIR	May 17, 2023
Annual Return - 2021 PAF: AHMED MUDATHIR	May 17, 2023
Annual Return - 2020 PAF: AHMED MUDATHIR	May 17, 2023
CIA - Notice of Change PAF: PATRICK FEJER	November 28, 2022
CIA - Notice of Change PAF: MATTHEW MOSTYN - OTHER	August 24, 2021
Annual Return - 2019 PAF: WILLIAM NANKIVELL - DIRECTOR	February 21, 2021
Annual Return - 2019 PAF: WILLIAM NANKIVELL - DIRECTOR	September 20, 2020
Annual Return - 2018 PAF: WILLIAM P. NANKIVELL - DIRECTOR	June 28, 2020
CIA - Notice of Change PAF: MICHELLE TRAN - OTHER	April 29, 2020

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CIA - Notice of Change PAF: NORA AGNEW - OTHER	May 15, 2019
CIA - Notice of Change PAF: NORA AGNEW - OTHER	October 01, 2018
BCA - Articles of Amendment	July 25, 2018
CIA - Initial Return PAF: NORA AGNEW - OTHER	July 16, 2018
BCA - Articles of Incorporation	July 16, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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TAB B

This is Exhibit **"B"** referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'Sanea Tanvir', written in a cursive style.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T



Ministry of Public and
Business Service Delivery

Profile Report

B+H INTERNATIONAL CORP. as of July 29, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	B+H INTERNATIONAL CORP.
Ontario Corporation Number (OCN)	2645728
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 16, 2018
Registered or Head Office Address	320 Bay Street, Unit 200, Toronto, Ontario, M5H 4A6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name ZHONGYU WAN
Address for Service 320 Bay Street, Unit 200, Toronto, Ontario, M5H 4A6,
Canada
Resident Canadian No
Date Began January 01, 2025

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)**Name****ZHONGYU WAN****Position****Other (untitled)****Address for Service****320 Bay Street, Unit 200, Toronto, Ontario, M5H 4A6,
Canada****Date Began****January 01, 2025**

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

B+H INTERNATIONAL CORP.

Effective Date

July 16, 2018

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V. Quintanilla W.

Director/Registrar

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Active Business Names

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

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Annual Return - 2020 PAF: AHMED MUDATHIR	May 16, 2023
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CIA - Notice of Change PAF: MATTHEW MOSTYN - OFFICER	August 24, 2021
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Annual Return - 2018 PAF: WILLIAM P. NANKIVELL - DIRECTOR	June 28, 2020
CIA - Notice of Change PAF: NORA AGNEW - OTHER	May 15, 2019

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CIA - Notice of Change
PAF: NORA AGNEW - OTHER

October 01, 2018

CIA - Initial Return
PAF: NORA AGNEW - OTHER

July 16, 2018

BCA - Articles of Incorporation

July 16, 2018

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TAB C

This is Exhibit “C” referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'Sanea Tanvir', positioned above a horizontal line.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T

B+H ARCHITECTS CORP.

and

B+H INTERNATIONAL CORP.

SERVICES AGREEMENT

September 7, 2018

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SERVICES AGREEMENT

THIS AGREEMENT is made the 7th day of September, 2018

B E T W E E N:

B+H ARCHITECTS CORP.,
a corporation existing under the laws of Ontario,

(hereinafter referred to as "**B+H**"),

- and -

B+H INTERNATIONAL CORP.,
a corporation existing under the laws of Ontario,

(hereinafter referred to as the "**Service Provider**").

WHEREAS B+H wishes to retain the Service Provider to provide the services set out herein and the Service Provider has agreed to provide such services on the terms and subject to the conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

For the purposes of this Agreement (including the recitals hereto), the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Affiliate" means, in relation to any person, any other person that directly or indirectly controls, or that is directly or indirectly controlled by, or that is under the direct or indirect common control of, such person; provided, however, that any corporation in respect of which any person owns beneficially, directly or indirectly, more than 50 per cent of such corporation's voting securities, will be deemed to be an Affiliate of such person; however, notwithstanding the immediately foregoing proviso, B+H will be deemed to not be an Affiliate of the Service Provider;

"Applicable Law" means any domestic or foreign law, statute, ordinance, regulation, rule, restriction, regulatory policy or guideline, or judgment, order, writ, award, decree or any other judgment of any nature of any Governmental Authority;

"Architects Act" means the **Architects Act** (Ontario) and any other similar legislation applicable to B+H in jurisdictions outside of Ontario;

"B+H Business" means the business carried on by B+H and its direct and indirect wholly-owned subsidiaries from time to time, including the provision of architectural, interior, master planning and landscape design services as well as consulting and production services and ancillary and incidental services to the foregoing;

"B+H Client" means any client of B+H and its Affiliates from time to time;

"B+H Client Agreement" means any agreement, memorandum of understanding, letter of intent, contract, instrument or other commitment, whether written or oral, binding or non-binding, between B+H and a B+H Client;

"B+H Policy" has the meaning set out in Section 6.1;

"B+H Project" means any project undertaken by B+H to provide architectural, interior, master planning or landscape design and/or consulting or production services or any other services that are a part of the B+H Business to one or more B+H Clients;

"B+H Sites" means, collectively, the websites, social media handles or usernames listed in Schedule A and any additional websites, social media handles or usernames that may be created by or on behalf of B+H from time to time;

"Business Day" means a day, other than a Saturday or a Sunday, on which banks are open for ordinary banking business in Toronto, Ontario;

"Confidential Information" has the meaning set out in Section 10.1;

"control" means, in respect of any person, the power or authority to direct, or cause the direction of, directly or indirectly, the management, policies or actions of any other person, whether through the ownership of equity securities or voting securities or by contract or otherwise and, for greater certainty, in respect of any limited partnership, means direct or indirect control of the general partner of such limited partnership;

"Derivative Works" means any work of authorship that is based, in whole or in part, upon any pre-existing works, such as a revision, modification, translation, abridgement, condensation, expansion or any other form in which such pre-existing works may be recast, transformed or adopted and which, if prepared without authorization of the owner of the copyright in such pre-existing work, would constitute an infringement of copyright in that work;

"Event of Default" means, in respect of either party, the occurrence of any of the following:

- (a) an Event of Insolvency of such party;
- (b) the party's fraud, wilful misconduct or gross negligence in the performance of its obligations hereunder;
- (c) the occurrence and continuance of the Service Provider's material breach of this Agreement, including, in respect of the Service Provider, a material breach of its fiduciary duty or standard of performance set forth in Section 3.6, 30 days

following written notice thereof from the other party specifying in reasonable detail the nature of such breach; or

- (d) the failure of B+H to pay any Fees and taxes exigible in respect of such Fees within 30 days following the later of the date such Fees are due in accordance with the terms hereof and the date on which written notice is delivered to B+H by the Service Provider notifying B+H of such failure;

“Event of Insolvency” means, in respect of either party, the occurrence of any one of the following events:

- (e) if such party is wound up, dissolved, liquidated, becomes subject to the provisions of the ***Winding-up Act*** (Canada) or any analogous legislation or has its existence terminated or has any resolution passed which authorizes or is subject to a court order compelling any of the foregoing;
- (f) if such party makes a general assignment for the benefit of its creditors or a proposal under the ***Bankruptcy and Insolvency Act*** (Canada), as amended or re-enacted from time to time, or has any resolution passed which authorizes any of the foregoing, or if such party is adjudged bankrupt or insolvent;
- (g) if such party makes, consents to, supports or does not actively contest, an application or proposal to the applicable court for a compromise or arrangement in respect of such party under the ***Companies’ Creditors Arrangement Act*** (Canada), as amended or re-enacted from time to time, or files any request, application, petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors generally;
- (h) if any person commences proceedings against or in respect of such party pursuant to the ***Companies’ Creditors Arrangement Act*** (Canada), as amended or re-enacted from time to time, the ***Bankruptcy and Insolvency Act*** (Canada), as amended or re-enacted from time to time, or any other present or future law relating to bankruptcy, insolvency or other relief for or against debtors generally or seeking appointment of any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers for such party or any material part of the property and assets of such party and such proceedings are not or are no longer being contested in good faith by appropriate proceedings or in any event have not been stayed or terminated prior to the expiry of 30 days after such proceedings have been commenced;
- (i) if a court of competent jurisdiction enters an order, judgment or decree against or in respect of such party which approves or provides for any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding-up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors generally, or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer or person with similar powers is appointed, whether privately or judicially, for such party or any material part of the property of such party;

- (j) if an encumbrancer or anyone acting on behalf of an encumbrancer takes possession of all or any material portion of the property of such party and remains in possession for an aggregate period of 30 days (whether or not consecutive) from the first date of the taking of possession; or
- (k) if a writ of execution or attachment or similar process is issued or levied against all or a material portion of the property of such party in connection with any judgment against such party and is not discharged or vacated within 15 Business Days after it is so issued or levied;

“Excluded Services” has the meaning set out in Section 3.4;

“Fees” has the meaning set out in Section 4.1;

“Governmental Authority” means any (i) multinational, federal, provincial, state, municipal, local or other government, governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, including any Architectural Regulatory Body;

“HST” means the tax imposed under Part IX of the *Excise Tax Act* (Canada), as amended or re-enacted from time to time, provided that in the event that any similar tax has previously been, or is hereafter, introduced by any federal or provincial government in replacement thereof or in addition thereto, all references to **“HST”** shall apply, *mutatis mutandis*, with respect to such tax and its payment;

“Intellectual Property” means, with respect to either B+H or the Service Provider, as the context requires, any or all of the following and all proprietary intellectual property and other rights in, arising out of or associated with:

- (i) all patents and utility models and applications therefor and all provisionals, re-issuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions, and re-examinations thereof and all equivalent or similar rights anywhere in the world in inventions and discoveries, including written invention disclosures;
- (ii) all registered and unregistered trade-marks, service marks, trade names, trade dress, logos, business, corporate and product names and slogans and registrations and applications for registration thereof, including, with respect to the Intellectual Property of B+H, the right to use the names “B +H”, “Bregman + Hamann” and “CHIL Interior Design”, but excluding the use of any names subject to regulation by a Regulatory Body such as “B+H Architects” and “Bregman + Hamann Architects”;
- (iii) all copyrights in copyrightable works, and all other rights of authorship, worldwide, and all applications, registrations and renewals in connection therewith; and

- (iv) all world wide web addresses, domain names, social media handles or usernames and sites and applications and registrations therefore, including, with respect to the Intellectual Property of the Service Provider, the B+H Sites,
- (l) and any know-how, industrial designs or other industrial or intellectual property and all applications therefor, including all licences, registered user agreements and all like rights used by or granted to B+H or the Service Provider, as applicable, in connection with its respective business;

“Licensed Person” means a person that is required to be licensed, registered or hold a certificate of practice or similar authorization or certificate under the Architects Act or the OALA Act;

“OAA” means the Ontario Association of Architects or any successor association or body thereto;

“OALA” means the Ontario Association of Landscape Architects or any successor association or body thereto;

“OALA Act” means the ***Ontario Association of Landscape Architects Act, 1984*** (Ontario);

“Permitted Consulting Services” has the meaning set out in Section 3.8;

“person” shall be broadly interpreted and includes a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, a limited partnership, a syndicate, an association, an unincorporated organization, a government (or any agency thereof) or any other legal or business entity whatsoever;

“Professional Consulting Services” means engineering, landscaping, architectural, lighting, interior design, design, consulting, planning, acoustic and similar services provided by third parties to persons that engage in the practice of architecture in connection with such practice;

“Regulatory Body” means, as applicable, the OAA, the OALA and other similar regulatory bodies under Architects Acts in jurisdictions outside of Ontario;

“Service Provider’s Personnel” has the meaning set out in Section 5.1;

“Services” has the meaning set out in Section 3.1;

“Single Project Policy” has the meaning set out in Section 6.1;

“Site” means any site that is the subject of a B+H Project;

“Specified Person” has the meaning set out in Section 3.1; and

“Unlicensed Person” means any person who is not licensed, and does not hold a certificate of practice or similar authorization or certificate, under the Architects Act.

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified Article or Section of or Schedule to this Agreement;
- (c) the division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- (e) the words “include”, “includes” and “including” mean “include”, “includes” or “including”, in each case, “without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;
- (g) any reference to any agreement (including this Agreement) or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;
- (h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (i) all dollar amounts refer to Canadian dollars;
- (j) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (k) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day.

1.3 Applicable Law

(a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in such province.

(b) Each of the parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.4 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct. To the extent that any provision is found to be invalid, illegal or unenforceable, the parties shall act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

1.5 No Waiver

The failure of any party to this Agreement to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. No purported waiver shall be effective as against any party unless consented to in writing by such party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

ARTICLE 2 APPOINTMENT, TERM AND TERMINATION

2.1 Appointment

B+H appoints the Service Provider to provide the Services and the Service Provider agrees to provide the Services in accordance with the terms and conditions set forth in this Agreement. Subject to the terms and conditions of this Agreement, the Service Provider shall have the authority to take all actions required to perform its obligations under this Agreement. Neither party shall have the power or authority to bind the other party in any matter unless for purposes expressly stated herein. Without limitation to the foregoing, unless permitted by Applicable Law and expressly permitted by B+H in writing, the Service Provider shall not execute on B+H's behalf or be a party to any B+H Client Agreement. For certainty, nothing in this Agreement shall derogate from B+H's professional responsibilities and obligations to the B+H Clients.

2.2 Matters Requiring Consent of B+H

The Service Provider shall not take any action for or on behalf of B+H relating to, arising from or in connection with the OAA, OALA or other Regulatory Body or the Architects Act or the OALA Act without the prior approval of B+H, acting reasonably. For the purposes of this Agreement, B+H shall be deemed to be acting reasonably if it has received notice of, or knows of facts or circumstances that would cause it to reasonably believe that, an action proposed to be taken by either party hereunder would contravene any Applicable Law. B+H will promptly advise the Service Provider of any such belief.

2.3 Term

This Agreement shall continue in force and effect from the date hereof until the earlier of (a) the completion of the winding up of the business and affairs of B+H; (b) the completion of the winding up of the business and affairs of the Service Provider; or (c) the termination of this Agreement in accordance with Section 2.4. Any termination of this Agreement will not affect any outstanding obligations or payments due hereunder prior to such termination, nor will it prejudice any other remedies that the parties may have under this Agreement, at law, equity or otherwise.

2.4 Termination

Upon an Event of Default at any time, either party may terminate this Agreement upon delivery of written notice to the other party. Such written notice shall be delivered to the other party and shall state in reasonable detail the cause for removal and the effective date of such termination, which effective date may be immediately upon delivery of the notice or thereafter.

2.5 Fees on Termination

Upon the termination of this Agreement, B+H shall pay to the Service Provider all unpaid Fees which have been earned for Services properly performed in accordance with this Agreement prior to the effective date of such termination, together with any expenses properly incurred and reimbursable under this Agreement.

2.6 Duties on Termination

Upon the expiry or termination of this Agreement and upon request, the Service Provider shall deliver to B+H or to such person as B+H may designate, on or before the date of termination (or if such is not possible, then as soon as possible thereafter) copies of all relevant books, records and other documents that are in the possession or control of the Service Provider and that relate directly or indirectly to the Services provided by the Service Provider hereunder (subject to any and all legal or regulatory requirements to maintain such records) whether in written, printed, electronic or computer printout form, or stored electronically, digitally or on computer related media (together with, in the case of any such information which is stored electronically, the media on which the same is stored).

ARTICLE 3 **SERVICES**

3.1 Services

The Service Provider shall provide to B+H all services, other than the Excluded Services, that B+H requires in order to carry on the B+H Business (the “**Services**”). Without limitation to the foregoing, the Service Provider shall:

- (a) prepare and provide, under the direct supervision and direction of Licensed Persons, design for the construction, enlargement or alteration of buildings, except in jurisdictions where such activities are required to be performed by a Licensed Person;

- (b) prepare reports, proposals, invoices, estimates and any other documents to be submitted to former, current or prospective B+H Clients from time to time, including in response to requests for proposals, invitations to tender and similar processes, and provide all necessary assistance in relation to the negotiation of any B+H Client Agreements;
- (c) solicit prospective B+H Clients on behalf of B+H;
- (d) meet or otherwise correspond with B+H Clients on an as needed basis;
- (e) act as a public relations advisor to B+H, including advising as to how to handle contacts with the press and the public, preparing press releases, administering the B+H Sites and attending to any other public relations matters as the Service Provider considers necessary or desirable, provided that such Services shall be in the nature of back office support to B+H and provided further that the Service Provider shall in no circumstance be entitled to issue press releases or otherwise hold itself out to the public as B+H's representative, agent, salesperson or in any other similar capacity.
- (f) inform B+H of any matters which are or are likely to become subject to litigation proceedings or referred to dispute resolution procedures under any B+H Client Agreement and assist in the preparation and, where appropriate, the presentation of any information or other documents required as a result;
- (g) oversee, coordinate and otherwise manage any B+H Projects under the terms of the applicable B+H Client Agreement;
- (h) maintain the health and safety management procedures and records with which B+H is required by Applicable Law to comply;
- (i) maintain records and provide reports to B+H in accordance with Section 3.7 of this Agreement;
- (j) provide to B+H all information reasonably requested that is necessary to maintain complete accounting records for a B+H Project;
- (k) make personnel who are knowledgeable as to the Service Provider's activities hereunder available in person, by telephone or other means of electronic communication to discuss matters relating to the B+H Projects;
- (l) provide or cause to be provided such information and access to records as B+H requires to comply with applicable regulatory requirements under the Architects Act or the OALA Act or to fulfil other requests from the OAA, OALA or other Regulatory Body;
- (m) manage, or cause to be managed, on behalf of B+H, all environmental matters, risks and liabilities;
- (n) use its best efforts to ensure that the B+H Projects are in compliance with all Applicable Laws at all times;

- (o) provide financial, human resource and information management services to B+H;
- (p) provide office space for B+H from time to time and utilities, office furniture and equipment, including computer hardware and software, for such space;
- (q) perform all general management and administrative functions necessary to enable B+H to perform its obligations under the B+H Client Agreements; and
- (r) perform such other related duties, activities and functions, consistent with the Service Provider's duties, activities and functions hereunder, to the extent necessary to achieve, implement or facilitate any of the foregoing provisions.

For certainty, to the extent that any of the Services enumerated at Section 3.1(a) through 3.1(r), or any part thereof, is required in any jurisdiction to be performed by a person required to be owned by Licensed Persons under an Architects Act (or a specified minimum percentage of such Licensed Persons that would not be satisfied by the Service Provider as of the relevant date) (a "**Specified Person**"), the Service Provider shall not, in any circumstance, provide such Service, or part thereof, to B+H, and such Service shall be deemed to be an Excluded Service for the purposes of this Agreement.

The Service Provider shall perform the Services in respect of any B+H Project in a manner, sequence and timing to ensure, to the greatest extent possible, that such Services will be coordinated appropriately with the Excluded Services, including the Excluded Services performed in respect of such B+H Project by B+H directly and any Professional Consulting Services performed by third party consultants retained directly by B+H. B+H shall perform the Excluded Services in respect of any B+H Project in a manner, sequence and timing to ensure, to the greatest extent possible, that such Excluded Services will be coordinated appropriately with the Services.

3.2 Subleases; Sublicenses

The parties shall enter into such leases, sub-leases, licences, sub-licenses and other agreements or arrangements, on terms acceptable to the parties, acting reasonably, that are necessary or desirable to ensure that the Services referred to at Section 3.1(p) are provided in accordance with the terms of any applicable agreements or arrangements with third parties and otherwise in accordance with Applicable Law. Each party shall obtain any consent of any third party or Governmental Authority that is required in connection with any such leases, sub-leases, licenses, sub-licenses or other agreements or arrangements.

3.3 Expenses

Subject to Section 3.4, the Service Provider shall pay all of its costs and expenses incurred in rendering the Services and performing any other duties to be performed by the Service Provider pursuant to this Agreement.

3.4 Excluded Services

Notwithstanding anything else contained in this Agreement, the Service Provider shall not be responsible for any costs associated with obtaining the services or have any other involvement in the provision of services, including the payment of out-of-pocket expenses,

related to any activities that are required to be performed by a Specified Person in any jurisdiction (the “**Excluded Services**”), including:

- (a) the personal supervision and direction of an Unlicensed Person's preparation or provision of a design to govern the construction, enlargement or alteration of a building;
- (b) evaluating, advising on or reporting on the construction, enlargement or alteration of a building;
- (c) the general review of the construction, enlargement or alteration of a building; and
- (d) unless otherwise agreed by the parties, acting reasonably, the Professional Consulting Services.

If any of the activities (or part thereof) enumerated at (a) through (c) above at any time cease to be required to be performed by a Licensed Person under the Architects Act, such activities shall cease to be Excluded Services and shall be deemed to be Services for the purposes of this Agreement from and after such time.

3.5 Compliance with Laws

Each party shall comply with Applicable Laws in all material respects in the performance of its obligations hereunder. Each party represents and warrants that it has, and covenants that it will maintain, all applicable licenses, consents, authorizations, permissions, approvals and registrations necessary or customary to enable it to lawfully perform its obligations under this Agreement.

3.6 Standard of Performance

- (a) The Service Provider shall:
 - (i) perform its obligations under this Agreement with the diligence, skill and care that a prudent and first class service provider in comparable circumstances would exercise if providing the Services for its own account;
 - (ii) make all decisions and take all actions under this Agreement honestly, in good faith and in the best interests of B+H; and
 - (iii) at all times expeditiously keep B+H fully informed on all matters which may properly be considered relevant to the B+H Business.

(b) All recommendations, advice and information to be provided by the Service Provider pursuant to this Agreement will be based on data and other information believed by it to be accurate and, to the extent applicable, assumptions that it considers reasonable in the circumstances.

3.7 Maintenance of Records

The Service Provider shall maintain, or cause to be maintained, complete and proper records in connection with or relevant to the Services and shall provide to B+H mutually agreed upon reports. The Service Provider shall permit B+H, at any time during regular business hours but upon reasonable notice to the Service Provider, to review, inspect, make copies of or remove any of the records that the Service Provider maintains in accordance with this Agreement.

3.8 Subcontracting

The Service Provider shall perform all of the Services with the resources available within its own organization, provided that the Service Provider may hire and retain such independent subcontractors as it deems necessary to perform accounting, auditing, tax and risk management services (the “**Permitted Consulting Services**”) for B+H, provided, for certainty, that unless otherwise agreed by the parties, acting reasonably, the Service Provider shall not be entitled to hire or retain, on B+H’s behalf or in connection with the Services or its obligations and responsibilities under this Agreement, any person to provide Professional Consulting Services. The Service Provider shall remain responsible for all acts and omissions of its subcontractors to the same extent as if such acts and omissions were performed by the Service Provider.

ARTICLE 4 **FEES OF THE SERVICE PROVIDER**

4.1 Fees

In consideration of the Services to be provided by the Service Provider, B+H shall, so long as this Agreement has not been terminated or expired, pay to the Service Provider fees (the “**Fees**”) in the amount and manner provided in Schedule B, as such schedule may be amended from time to time by mutual consent of the parties, acting reasonably, which the parties agree equals the fair market value of the Services to be provided by the Service Provider hereunder.

4.2 HST

The parties acknowledge that the Fees are exclusive of HST and that B+H shall pay HST and any other applicable sales taxes exigible in respect of the Fees.

ARTICLE 5 **SERVICE PROVIDER’S PERSONNEL**

5.1 Appointment

The Service Provider shall assign such of its employees, agents, subcontractors or advisors (“**Service Provider’s Personnel**”), on a full-time or part-time and exclusive or non-exclusive basis, as the Service Provider shall reasonably determine is required for the performance of the Services, and the Service Provider’s Personnel properly appointed shall have full authority to carry out the Services.

5.2 Qualifications

The Service Provider shall ensure that the Service Provider's Personnel are properly qualified, competent and experienced to carry out their respective responsibilities in the performance of the Services.

ARTICLE 6 **INSURANCE**

6.1 Public Liability Insurance

As of the date of this Agreement, the Service Provider is a named insured under B+H's public liability insurance policy, which policy has a limit of indemnity of \$10,000,000 per claim (the "**B+H Policy**"). B+H shall make commercially reasonable efforts to add the Service Provider as a named insured under any insurance policy it obtains from time to time in respect of single B+H Projects (each a "**Single Project Policy**"). If after the date hereof the Service Provider ceases to be or is not entitled to be a named insured under the B+H Policy (or any replacements thereof) or any Single Project Policy, the Service Provider shall obtain a public liability insurance policy on substantially similar terms to the B+H Policy or such Single Project Policy which policy shall be subject, for certainty, to a limit of indemnity of not less than the maximum amount as the B+H Policy or such Single Project Policy as the case may be.

6.2 Insurance Required by Law

Without prejudice to the other provisions of this Article 6, the Service Provider shall at all relevant times, at its own cost, effect and maintain in full force any insurance required by Applicable Law that is not provided pursuant to the B+H Policy. The parties therefore acknowledge and agree that the Service Provider is not as of the date hereof entitled to be named as a named or additional insured under B+H's Pro-Demnity insurance policies, nor shall the Service Provider be required to maintain any such insurance policy except to the extent as may be required by Applicable Law. The Services provided by the Service Provider pursuant to this Agreement do not include any services regulated by the OAA.

ARTICLE 7 **ACCESS**

7.1 B+H Permission

B+H shall, to the full extent it is able pursuant to any applicable B+H Client Agreement and subject to any restrictions contained therein, permit or procure to permit:

- (a) all of the Service Provider's Personnel to enter onto the relevant Site as necessary for the performance of the Service Provider's obligations hereunder; and
- (b) persons making deliveries to the Service Provider to enter onto the relevant Site as is necessary for the sole purpose of making the delivery.

7.2 Service Provider's Office Space

In addition to the access granted in Section 7.1, B+H shall permit or procure to permit to the full extent it is able pursuant to any applicable B+H Client Agreement, and subject to any restrictions of the relevant Site, that any member of the Service Provider's Personnel or its agents shall be entitled to enter and utilize suitable office space for the purposes of the performance of the Service Provider's obligations pursuant to this Agreement and pass and repass through the Site for the purpose of gaining access to or egress from such office space.

ARTICLE 8 INTELLECTUAL PROPERTY

8.1 Service Provider Data

The Service Provider shall, on receiving a request from B+H specifying the data, materials or documents required:

- (a) make available to B+H any data, materials and documents of any nature acquired or brought into existence in any manner whatsoever by the Service Provider for the purposes of a B+H Project that might reasonably be required by B+H for the purposes of exercising its rights or carrying out its duties under the applicable B+H Client Agreement or carrying out any statutory duty; and
- (b) make available to B+H all data, materials and documents acquired or brought into existence by third parties of which the Service Provider is in possession.

8.2 B+H Project Data

B+H shall, on receiving a request from the Service Provider, make available to the Service Provider any requested data, materials and documents of any nature acquired or brought into existence in any manner whatsoever by B+H for the purposes of a B+H Project that might reasonably be required by the Service Provider for the purposes of performing the Services.

8.3 Service Provider Licences

(a) The Service Provider grants to B+H a perpetual, irrevocable, transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) to use all and any Intellectual Property of the Service Provider, whether held currently by the Service Provider or acquired by the Service Provider following the date hereof, for any purpose (whether during or after the term of this Agreement) relating to any B+H Project.

(b) B+H grants to the Service Provider a non-transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) to use, during the term of this Agreement, any Intellectual Property of B+H, whether held currently by B+H or acquired by B+H following the date hereof, that is necessary for the provision of the Services.

(c) Subject to Section 8.3(d) and (e), with respect to Intellectual Property arising during the term of this Agreement, the licences granted pursuant to this Article 8 shall take effect immediately upon the coming into existence of such Intellectual Property.

(d) Each of B+H and the Service Provider, in its capacity as a licensee pursuant to Section 8.3(a) or Section 8.3(b), respectively, acknowledges and agrees that all right, title and interest in and to the Intellectual Property of the other party, as a licensor, at all times shall remain with and be owned by such other party and that, as a licensee, it shall acquire no rights to the Intellectual Property except those expressly granted to it under this Agreement.

(e) Each of the Service Provider and B+H, in its capacity as a licensor pursuant to Section 8.3(a) or Section 8.3(b), respectively, acknowledges and agrees that all right, title and interest in and to Derivative Works derived from its copyrighted or copyrightable Intellectual Property, as applicable, that are created or conceived by or on behalf of the other party, as a licensee, (except for any such Derivative Works created or conceived by or on behalf of such licensor and provided to such licensee) at all times shall, subject always to its rights, as licensor, in the underlying work, remain with and be owned by such licensee.

8.4 Further Assurances

Each of the Service Provider and B+H shall, at the request of the other party, execute all documents and do all acts which may be necessary to bring into effect or confirm the terms of any licence granted pursuant to this Article 8.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnity by B+H

B+H shall indemnify and save the Service Provider and its respective directors, officers, employees, agents and other representatives harmless from any and all actions, causes of action, suits, proceedings, debts, costs, damages, expenses, claims, demands and liabilities whatsoever, at law or in equity, arising directly or indirectly, in whole or in part, out of any actions taken by the Service Provider or its directors, officers, employees, agents or other representatives in connection with the performance of any of the Service Provider's duties or obligations under this Agreement, provided that this indemnity shall not extend to:

- (a) any act or omission that constitutes a material breach of any of the provisions of this Agreement or is outside the scope of the Service Provider's authority set forth in this Agreement; or
- (b) any fraudulent, negligent or unlawful act or omission or wilful misconduct of the Service Provider or its directors, officers, employees, agents, representatives or other persons for whom the Service Provider is legally responsible.

9.2 Indemnity by the Service Provider

The Service Provider shall indemnify and save B+H and its directors, officers, employees, agents and other representatives harmless from any and all actions, causes of action, suits, proceedings, debts, costs, damages, expenses, claims, demands and liabilities whatsoever, at law or in equity, arising directly or indirectly, in whole or in part, out of:

- (a) any act or omission of the Service Provider or its directors, officers, employees, agents, representatives or other persons for whom the Service Provider is legally responsible, which constitutes a material breach of any of the terms and

provisions of this Agreement or is outside the scope of the Service Provider's authority set forth in this Agreement; and

- (b) any fraudulent, negligent or unlawful act or omission or wilful misconduct of the Service Provider or its directors, officers, employees, agents, representatives or other persons for whom the Service Provider is legally responsible.

ARTICLE 10

CONFIDENTIALITY

10.1 Permitted Recipients

Neither B+H nor the Service Provider shall at any time disclose any information of a confidential nature or which is marked confidential relating to the B+H Client Agreements, the Services or this Agreement (the “**Confidential Information**”) to any person other than (a) as may be necessary for the proper performance of the Services or the Excluded Services, and (b) to (i) its directors, officers, employees, consultants, and subcontractors, (ii) its suppliers, advisors and auditors (internal and external), (iii) financiers and potential financiers, (iv) the respective directors, employees, consultants, subcontractors and suppliers, advisors or financiers (potential or committed) of any of its Affiliates, and (v) advisors to financiers and potential financiers, for the sole purpose of and to the extent necessary to enable B+H or the Service Provider, as the case may be, to perform, cause to be performed or enforce any of its rights or obligations under this Agreement. Notwithstanding the foregoing, it shall be a condition of any third party's receipt of Confidential Information that such third party agree to maintain the confidentiality of such Confidential Information in a manner mutually acceptable to the parties to this Agreement.

10.2 Exceptions

The obligation to maintain the confidentiality of the Confidential Information does not apply to Confidential Information:

- (a) which is or comes into the public domain other than through an unauthorized disclosure by B+H, the Service Provider or their respective Affiliates or any other person in breach of an obligation of confidentiality;
- (b) to the extent that B+H, the Service Provider or any of their respective Affiliates are compelled to disclose such Confidential Information by Applicable Law or any Governmental Authority, but only to that extent;
- (c) which the recipient rightfully obtains from a third party that is not under an obligation of confidentiality, save where that third party receives the same as a result of an unauthorized disclosure; or
- (d) which was independently developed without any reference to any Confidential Information.

ARTICLE 11
GENERAL

11.1 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by email or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(a) if to B+H:

B+H Architects Corp.
481 University Avenue, Suite 300
Toronto, ON M5G 2H4

Attention: Chief Executive Officer
Email: bill.nankivell@bharchitects.com

(b) if to the Service Provider:

B+H International Corp.
c/o 481 University Avenue, Suite 300
Toronto, ON M5G 2H4

Attention: Chief Executive Officer
Email: bill.nankivell@bharchitects.com

with a copy to:

Surbana Jurong Private Limited
168 Jalan Bukit Merah
#01-01 Connection One
Singapore 150168

Attention: TEO Say Hong
Email: sayhong.teo@surbanajurong.com

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

Either party may at any time change its address for purposes of this Section 11.1 by giving notice to the other party.

11.2 No Partnership

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party hereto as a partner of any other party hereto in the conduct of any business. The Service Provider shall be an independent contractor and not an agent of B+H, except to the extent that the Service Provider is authorized by this Agreement to incur obligations or to take actions on behalf of B+H, in which case it shall be doing so as the agent of B+H.

11.3 Survival

The second sentence of Section 2.3 and the entirety of Sections 2.5, 2.6, 8.3 and 11.1 and Article 1, Article 9 and Article 10 shall survive the termination of this Agreement.

11.4 Further Assurances

The parties will from time to time and at all times hereafter, make, do and execute or cause to be made, done and executed all such further acts, deeds, documents, resolutions, by-laws, powers of attorney, instruments or assurances as may be necessary or desirable for the purposes of giving full effect to and implementing the matters contemplated by this Agreement.

11.5 Remedies

Each party acknowledges that a violation of any provision of this Agreement will result in immediate and irreparable harm to the other parties which cannot be compensated adequately by recovery of damages alone and agrees that, in the event of any such violation or threatened violation, the other parties shall, in addition to any other rights or remedies available at law, in equity or otherwise, be entitled to temporary and permanent injunctive relief, specific performance and other equitable remedies.

11.6 Enforceability and Assignment

Subject to the provisions hereof, this Agreement shall be binding on and enforceable by the parties and their respective heirs, executors, legal representatives, successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

11.7 Counterparts

This Agreement may be executed in counterparts, each of which will constitute an original and all of which taken together will constitute one and the same instrument.

[Remainder of the page blank - Signature page follows]

hereto.

IN WITNESS WHEREOF this Agreement has been executed by the parties

B+H ARCHITECTS CORP.

by W. Perrell

B+H INTERNATIONAL CORP.

by W. Perrell

Schedule A

B+H Sites

PLATFORM	DOMAIN NAME	POINTS TO	STATUS
Sites	bhadvancestrategy.com	ADNS Services	Active
Sites	bharchitects.co	Under Construction Page	Active
Sites	bharchitects.com	cust-ns1.primus.ca cust-ns2.primus.ca	Active
Sites	bharchitects.org	ns1.bdm.microsoftonline.com ns2.bdm.microsoftonline.com	Active
Sites	childesign.com	ADNS Services	Active
Sites	BH.Design	ns39.domaincontrol.com(), ns40.domaincontrol.com()	Inactive
Sites	bharchitects.info	Under Construction Page	Inactive
Sites	bharchitects.website	Under Construction Page	Inactive
Sites	bhbuntingcoady.ca	ADNS Services	Inactive
Sites	bhbuntingcoady.com	cust-ns1.primus.ca cust-ns2.primus.ca	Inactive
Sites	bhchildesign.ca	ADNS Services	Inactive
Sites	bhchildesign.com	cust-ns1.primus.ca cust-ns2.primus.ca	Inactive
Sites	BHDESIGN.BUILD	ns49.domaincontrol.com(), ns50.domaincontrol.com()	Inactive
Sites	BHDESIGN.COMPANY	ns45.domaincontrol.com(), ns46.domaincontrol.com()	Inactive
Sites	bhdesign.net	Under Construction Page	Inactive
Sites	BHFORM.COM	ns25.domaincontrol.com(), ns26.domaincontrol.com()	Inactive
Sites	buntingcoady.com	cust-ns1.primus.ca cust-ns2.primus.ca	Inactive
Sites	childesign.ca	ADNS Services	Inactive
Sites	designbh.com	ns1.namebrightdns.com ns2.namebrightdns.com	Inactive
Sites	livingbreathingbuildings.com	pdns01.domaincontrol.com pdns02.domaincontrol.com	Inactive
Sites	RCNACHIL.CA	ns47.domaincontrol.com(), ns48.domaincontrol.com()	Inactive
Sites	rcnachil.com	cust-ns1.primus.ca cust-ns2.primus.ca	Inactive
Sites	rcnachil.net	ns45.domaincontrol.com ns46.domaincontrol.com	Inactive

SOCIAL MEDIA PLATFORM	HANDLE	LINK	STATUS
Facebook	@bharchitects.to	https://www.facebook.com/bharchitects.to/	Active
Facebook	Bhadvancestrategy	https://www.facebook.com/bhadvancestrategy/?ref=br_rs	Active
Google+	B+H Architects	https://plus.google.com/+BHArchitectsToronto	Active
Instagram	bh_architects	https://www.instagram.com/bh_architects/	Active
Instagram	advancestrategy	https://www.instagram.com/advancestrategy/	Active
Instagram	childesign	https://www.instagram.com/childesign	Active
Issuu	B+H Architects	https://issuu.com/bh-architects	Active
Issuu	B+H Architects Asia	https://issuu.com/bharchitects_asia	Active
Tumblr	Sightlines	http://sightlines-bh.tumblr.com/	Active
Twitter	@BHarchitects	https://twitter.com/Bharchitects	Active
Twitter	@BHCHILdesign	https://twitter.com/BHCHILdesign	Active
Vimeo	BH Architects	https://vimeo.com/user31838186	Active
Linkedin	B+H Architects	https://www.linkedin.com/company/b-h-architects/	Active
WeChat	B+H Architects	Mobile only – QR code available on website	Active
WeChat	CHIL Interior Design	Mobile only – QR code available on website	Active
Youku	Youku user 1511946826600534	http://i.youku.com/i/UMzQxNTMzNDQzMg==?spm=a2hzp.8244740.0.0	Active
Youtube	B+H Architects	https://www.youtube.com/channel/UCWp792B56VOTbYWpFD1OSNQ	Active
Architizer	B+H Architects	https://architizer.com/firms/b-and-h-architects/	Active
Urban Toronto	B+H Architects	http://urbantoronto.ca/database/profiles/bh-architects	Active

Schedule B

Fee Schedule

1. Aggregate Annual Service Fee

(a) Subject to the terms of the Agreement, in consideration for the Services provided by the Service Provider in a Fiscal Year, the Service Provider shall be entitled to an annual fee equal to the Service Fee Percentage of the B+H Aggregate Net Architectural Fees for that Fiscal Year (the “**Annual Service Fee**”). Such Annual Service Fee shall be paid by B+H in accordance with Section 2 below.

(b) For purposes of determining the Applicable Net Architectural Fee for a Fiscal Year, the parties shall take into account, *inter alia*: the proposed timeline for the relevant B+H Project; the project work phases previously completed, on-going or pending; the portion of the anticipated aggregate fees allocable to each such phase; and such other factors as the parties may consider appropriate, including work-in-progress at the start and end of such Fiscal Year.

2. Per-Project Invoicing by Service Provider and Annual Reconciliation

(a) On a monthly basis, within 10 days of the end of each calendar month, B+H shall provide to the Service Provider a summary (the “**B+H Client Invoice Summary**”) of all B+H invoices (each a “**B+H Client Invoice**”) for the previous month issued to B+H Clients for fees in connection with B+H Projects together with a statement specifying the portion of such fees representing Net Architectural Fees (if not otherwise indicated in the B+H Client Invoice Summary). The Service Provider shall, within 10 days thereafter, deliver a monthly invoice to B+H (the “**Service Provider Invoice**”) for an amount equal to the Service Fee Percentage of such Net Architectural Fees as set out in the statement accompanying the B+H Client Invoice Summary, plus applicable taxes. With respect to B+H Client Invoices in connection with B+H Project that commenced prior to the date hereof, B+H shall, at the time it provides a copy of any applicable B+H Client Invoice Summary to the Service Provider, include a statement that sets out the proportion of Net Architectural Fees that are allocable to work completed prior to the date hereof and the proportion of Net Architectural Fees that are allocable to work performed on or after the date hereof, and the Service Provider Invoice shall only be in respect of work performed on or after the date hereof. Amounts owing by B+H under a Service Provider Invoice shall be paid by B+H no later than the end of the month following B+H receiving payment from the B+H Client on account of the corresponding B+H Client Invoice. To the extent B+H receives from a B+H Client only a portion of the amount owed to B+H under a B+H Client Invoice, by no later than the end of the month following receipt of such amount B+H shall pay to the Service Provider an amount equal to the Service Fee Percentage of such received amount. For certainty, the Service Provider acknowledges that B+H shall only be obligated to pay amounts in respect of a Service Provider Invoice to the extent that B+H receives payment in respect of the corresponding B+H Client Invoice.

(b) Within 90 days of the end of each Fiscal Year, B+H and the Service Provider shall determine the Annual Service Fee payable by B+H to the Service Provider for such completed Fiscal Year in accordance with Section 1 above. To the extent that payments received by the Service Provider during such completed Fiscal Year pursuant to Section 2(a) above are less than the Annual Service Fee payable to the Service Provider in respect of such completed Fiscal Year pursuant to Section 1 above, B+H shall promptly pay to the Service Provider an amount equal to the difference between the Annual Service Fee payable and the

aggregate payments received pursuant to Section 2(a) above. To the extent that payments received by the Service Provider during such completed Fiscal Year pursuant to Section 2(a) above exceed the Annual Service Fee payable to the Service Provider in respect of such completed Fiscal Year pursuant to Section 1 above, the Service Provider shall promptly pay to B+H an amount equal to the difference between the aggregate payments received and the Annual Service Fee payable. B+H and the Service Provider may, from time to time, agree to set off against any amount that would otherwise have been paid to a party pursuant to this Section 2(b), any amount owing by such party to the other party.

3. Defined Terms

(a) For the Fiscal Year ending December 31, 2018, the **“Service Fee Percentage”** shall be 90%. The parties agree that prior to the end of the Fiscal Year ending December 31, 2018 and prior to the end of each Fiscal Year thereafter, the parties shall undertake, or cause to be undertaken, a relative value contribution analysis with respect to the then-current Fiscal Year for purposes of determining the appropriate Service Fee Percentage for the immediately following Fiscal Year. Upon delivery of each final relative value contribution analysis, the Service Fee Percentage for purposes of this Schedule B shall be deemed to be amended for the immediately following Fiscal Year to reflect the relative value contribution percentage attributable to the Service Provider as determined by the relative value contribution analysis.

(b) For purposes of this Schedule B:

“Applicable Net Architectural Fee” of a B+H Project for a Fiscal Year, means the portion of the aggregate Net Architectural Fees for such B+H Project that is allocable to the work performed in respect of the B+H Project in the particular Fiscal Year, based on the percentage of such B+H Project completed in such Fiscal Year.

“B+H Aggregate Net Architectural Fees” for a Fiscal Year means the aggregate of the Applicable Net Architectural Fees for that Fiscal Year in respect of all B+H Projects.

“Fiscal Year” means the calendar year, or such other 12-month period as shall be determined, from time to time, by agreement of B+H and the Service Provider; provided that the initial Fiscal Year shall be deemed to be the period commencing on the date hereof and ending on December 31, 2018.

“Net Architectural Fee” means the fee billed by B+H to a B+H Client in respect of professional services provided in connection with a B+H Project, which fee is equal to the aggregate amount of B+H’s professional fee less all costs and expenses paid by B+H to third party consultants (other than the payment of Fees to the Service Provider) for services provided by such third party consultants in respect of such B+H Project; provided that the net cost of any project disbursements of B+H in respect of a B+H Project will not be taken into account in determining the Net Architectural Fee in connection with such B+H Project.

THIS MASTER SERVICES AGREEMENT ("Agreement") is made as of 1st Oct 2024 ("Effective Date")

by and between:

B+H Architects Inc.
("the Consultant")

and

B+H Consulting International Inc.

(the "Sub-Consultant")

(both Consultant and Sub-Consultant collectively known as "Parties").

Whereas

The Parties regularly engage the other on various projects and the Parties wish to enter into a Master Services Agreement ("Main Contract") in respect to these various projects ("Project"). The Consultant intends to subcontract the services for each particular project as defined in the applicable work order ("Work Order") to the Sub-Consultant who, in consideration of the payments to be made by the Consultant, agrees with the Consultant to perform the Work Order, all in accordance with the terms and conditions of this Agreement and as particularized in the individual Work Order.

The Parties, hereby agree as follows:

1 SCOPE OF SERVICES

- 1.1 The Sub-Consultant shall perform the Services as fully defined in the applicable Work Order.

2 DUTY OF CARE

- 2.1 The Sub-Consultant shall exercise reasonable skill, care and diligence in the performance of its obligations under the Agreement.

3 OBLIGATIONS OF THE CONSULTANT

- 3.1 The Consultant shall render to the Sub-Consultant within reasonable time all necessary information, decisions, equipment, facilities and access so as not to delay the Sub-Consultant in performing the services as detailed in the Work Order.
- 3.2 If agreed either the Consultant or Sub-Consultant shall be entitled to sub-contract the performance of any part of the services detailed in the Work Order as required.
- 3.3 The Sub-Consultant shall perform the services as detailed in Work Order in accordance with the Main Contract.

4 FEES AND PAYMENT

- 4.1 In consideration of the services to be performed by the Sub-Consultant as detailed in each particular Work Order, the Consultant shall pay the Sub-Consultant the fees for the Work Order in the sums as indicated in the Work Order.

- 4.2 No transaction or arrangements have taken place or are in existence which included or include terms which are different to those which would have been agreed between independent parties transacting at arm's length and are not such that the prices charged or received by any Group Company pursuant to the transaction or arrangements have been or could be the subject of any dispute with any Tax Authority.

5 TERM OF THE AGREEMENT

- 5.1 This Agreement is effective as of the Effective Date and shall remain in effect until such time as the Parties terminate this Agreement.

6 DELAY

- 6.1 If the services to be performed under a particular Work Order are impeded or delayed by the Consultant or Sub-Consultant or by circumstances beyond either Party's reasonable control, so as to increase the amount or duration of the Work Order, then the Parties shall inform the other of the circumstances and probable effects and the Parties shall come to an agreement as to any extension of time and increase in cost as may be appropriate.

7 VARIATIONS

- 7.1 This Agreement can be varied on application by either Party, which shall be expressed in writing and signed by both parties.

8 FORCE MAJEURE

- 8.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement or a particular Work Order by a Force Majeure Event, then that party's obligations under the Work Order shall be suspended for so long as the Force Majeure Event continues and to the extent that party is so prevented, hindered or delayed, provided that all other obligations not affected by the Force Majeure Event shall continue to be performed.
- 8.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 8.3 Any period within which a Party shall, pursuant to a Work Order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 8.4 During the period of their inability to perform the Work Order as a result of an event of Force Majeure, the Parties shall continue with the services under the Work Order to the extent possible, and be reimbursed for additional costs reasonably and necessarily incurred.

9 TERMINATION

- 9.1 Either Party hereto shall have the right to terminate this Agreement or an individual Work Order by written notice to the other Party hereto in the event of the following:
- a) Upon default in the due performance of obligations as stipulated by this Agreement which are not remedied within a period of fourteen (14) calendar days after receipt of such notice from the non-defaulting Party, specifying the default and only after the Parties have failed to resolve the issue by following the process set out in Clause 11.1.
 - b) Upon either Party making an assignment for the benefit of creditors, or being bankrupt or insolvent, or filing any petition seeking dissolution and liquidation of its interests; or any other event shall have occurred which would have an effect comparable to any of the foregoing events;
 - c) Upon the written notice of termination of the Agreement; or
 - d) Upon the Parties mutually agreeing to terminate this Agreement, which agreement shall be expressed in writing.
- 9.2 Termination of the Agreement shall not prejudice nor affect the accrued rights or claims and liabilities of the Parties.

10 RELATIONSHIP OF PARTIES

- 10.1 In performing the services under a Work Order, the Sub-Consultant shall be an independent contractor with the sole authority to control and direct the performance of the details of the particular services. Nothing herein shall be construed to create an employer/employee or agency relationship between the Consultant and the Sub-Consultant.

11 DISPUTE RESOLUTION

- 11.1 If a dispute arises out of or relates to this Agreement, the parties expressly agree to deal with the dispute as follows:
- a) The Party claiming that a dispute has arisen must give written notice to the other Party specifying the nature of the dispute ("Notice of Dispute"). There must be sufficient particulars of each area of dispute so that the recipient of the Notice of Dispute is aware of:
 - i) what the dispute is;
 - ii) the cause of the dispute; and
 - iii) potential means by which the dispute can be resolved or corrected.
 - b) If the parties' representatives are unable to resolve the dispute within ten (10) Business Days after the Notice of Dispute is given, either Party may refer the dispute to the senior executives of the Parties. For the purpose of this clause 11, Business Day shall refer to any day on which banks are ordinarily open for business excluding a Saturday, Sunday or public holiday therein.
 - c) Unless otherwise agreed, the senior executives will meet within ten (10) Business Days of receiving the Notice of Dispute to seek to resolve the dispute.

12 INDEMNITY

- 12.1 The Parties agree to fully indemnify each other and each other's officers, employees and agents against any and all loss, damage, injury, harm, claim, demand, cost (including legal costs), expense, penalty, charge or liability of any kind whatsoever arising out of or in connection with:
- a) the performance of the services under this Agreement or services under any Work Order as by them, their sub-contractors and their respective officers, employees and agents; and resulting in:
 - i) personal injury (including death or disease);
 - ii) loss or damage to any property;
 - iii) any other loss or damage; and
 - iv) any breach of a third party's intellectual property rights.

13 INCORPORATION OF GENERAL TERMS

- 13.1 All Work Orders shall be read in conjunction with this Agreement, which terms and conditions shall apply, *mutatis mutandis*, to the Parties to this Agreement. In the event of any ambiguity, inconsistency or conflict among the terms and conditions of this Agreement and the Work Order, the terms and conditions of the Work Order shall prevail.

14 GOVERNING LAW

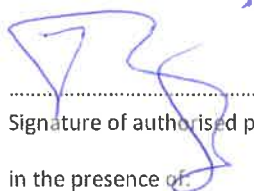
- 14.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.



IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first set forth above:

Signed for and on behalf of:

B+H Architects Inc.



Signature of authorised person

in the presence of:



Witnesses Signature

Patrick Fejer

Name (Block Letters)

CEO

Title

Michelle Calitri

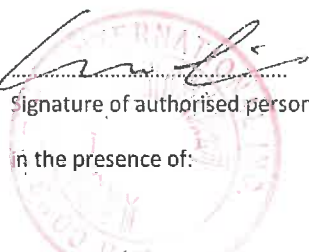
Name (Block Letters)

Mgr. Admin. Services

Title

Signed for and on behalf of:

B+H Consulting International Inc.



Signature of authorised person

in the presence of:

Witnesses Signature

Coco Lin

Name (Block Letters)

Legal Representative

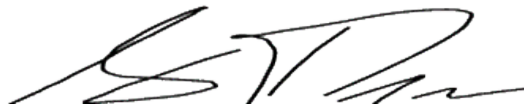
Title

Name (Block Letters)

Title

TAB D

This is Exhibit **“D”** referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'Sanea Tanvir', written in a cursive style.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : McCarthy Tetrault LLP (Corporate Search)
Reference : 1577
Docket : 231974-590447
Search ID : 1053446
Date Processed : 10/16/2025 12:13:22 PM
Report Type : PPSA Electronic Response
Search Conducted on : B+H ARCHITECTS CORP.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

RESPONSE CONTAINS: APPROXIMATELY 5 FAMILIES and 35 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 743187222 EXPIRY DATE : 29AUG 2028 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20180829 1221 1590 7695 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: B+H ARCHITECTS CORP.
 OCN :
 04 ADDRESS : 481 UNIVERSITY AVENUE, SUITE 300
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2H4
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 THE TORONTO-DOMINION BANK
 09 ADDRESS : 55 KING STREET WEST (BRANCH #1020)
 CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: FOGLER, RUBINOFF LLP (OS/184057)

17 ADDRESS : 77 KING STREET WEST, SUITE 3000 PO BOX 9

CITY : TORONTO PROV: ON POSTAL CODE: M5K 1G8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 743187222

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20230623 1733 1531 5276

21 REFERENCE FILE NUMBER : 743187222

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BH ARCHITECTS CORP.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 775648998 EXPIRY DATE : 23AUG 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20210823 0951 6005 4400 REG TYP: P PPSA REG PERIOD: 05
 02 IND DOB : IND NAME:
 03 BUS NAME: B+H ARCHITECTS CORP.
 OCN :
 04 ADDRESS : 320 BAY STREET, SUITE 200
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 4A6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CWB NATIONAL LEASING INC.
 09 ADDRESS : 1525 BUFFALO PLACE (3067181)
 CITY : WINNIPEG PROV: MB POSTAL CODE: R3T 1L9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 ALL RESTAURANT EQUIPMENT-JURA COFFEE MACHINE & ACCESSORIES WITH
 14 RELATED COMPONENTS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT
 15 NUMBER 3067181, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 4 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 775648998 EXPIRY DATE : 23AUG 2026 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20210823 0951 6005 4400 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
 14 SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY
 15 THEREFROM.
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 5 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 798445071 EXPIRY DATE : 26OCT 2025 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20231026 1242 1902 5681 REG TYP: P PPSA REG PERIOD: 02
 02 IND DOB : IND NAME:
 03 BUS NAME: B+H INTERNATIONAL CORP.
 OCN :
 04 ADDRESS : 200 - 320 BAY STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 4A6
 05 IND DOB : IND NAME:
 06 BUS NAME: B+H INTERNATIONAL CORP.
 OCN :
 07 ADDRESS : 300 - 481 UNIVERSITY AVENUE
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2H4

08 SECURED PARTY/LIEN CLAIMANT :
 VAULT CREDIT CORPORATION
 09 ADDRESS : 41 SCARSDALE ROAD, SUITE 5
 CITY : TORONTO PROV: ON POSTAL CODE: M3B 2R2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT: ESC CORPORATE SERVICES LTD. (333272)
 17 ADDRESS : 201-1325 POLSON DR.
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 6 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 798445071 EXPIRY DATE : 26OCT 2025 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20231026 1242 1902 5681 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: B+H ARCHITECTS CORP.
 OCN :
 04 ADDRESS : 200 - 320 BAY STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 4A6
 05 IND DOB : IND NAME:
 06 BUS NAME: B+H ARCHITECTS CORP.
 OCN :
 07 ADDRESS : 300 - 481 UNIVERSITY AVENUE
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2H4

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 7 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 798445071 EXPIRY DATE : 26OCT 2025 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20231026 1242 1902 5681 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: B + H INTERNATIONAL CORP.
 OCN :
 04 ADDRESS : 200 - 320 BAY STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 4A6
 05 IND DOB : IND NAME:
 06 BUS NAME: B + H INTERNATIONAL CORP.
 OCN :
 07 ADDRESS : 300 - 481 UNIVERSITY AVENUE
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2H4

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 8 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 798445071 EXPIRY DATE : 26OCT 2025 STATUS :
 01 CAUTION FILING : PAGE : 004 OF 4 MV SCHEDULE ATTACHED :
 REG NUM : 20231026 1242 1902 5681 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME: B + H ARCHITECTS CORP.
 OCN :
 04 ADDRESS : 200 - 320 BAY STREET
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 4A6
 05 IND DOB : IND NAME:
 06 BUS NAME: B + H ARCHITECTS CORP.
 OCN :
 07 ADDRESS : 300 - 481 UNIVERSITY AVENUE
 CITY : TORONTO PROV: ON POSTAL CODE: M5G 2H4

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 9 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

00 FILE NUMBER : 806718015 EXPIRY DATE : 20APR 2026 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 19940420 2204 1513 1080 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: BREGMAN & HAMANN ARCHITECTS
 OCN :
 04 ADDRESS : 481 UNIVERSITY AVE SUITE 300
 CITY : TORONTO PROV: ONT POSTAL CODE: M5G 2H4
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 THE TORONTO-DOMINION BANK - COMMERCIAL BANKING 1020A
 09 ADDRESS : 55 KING STREET WEST 2ND FLOOR & BAY ST
 CITY : TORONTO PROV: ONT POSTAL CODE: M5K 1A2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

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16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 10 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 806718015

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 19990308 1823 1531 0085

21 REFERENCE FILE NUMBER : 806718015

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN & HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :
CONS.	MV	DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY

CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 11 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 806718015

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20040308 1456 1530 9451

21 REFERENCE FILE NUMBER : 806718015

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 7 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN & HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 12 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 806718015

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20051208 1053 1529 2316

21 REFERENCE FILE NUMBER : 806718015

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN AND HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON: ADD ONE DEBTOR.

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: BREGMAN + HAMANN ARCHITECTS

OCN:

04/07 ADDRESS: 481 UNIVERSITY AVENUE SUITE 300

CITY: TORONTO PROV: ON POSTAL CODE: M5G 2H4

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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11

12

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15

16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 13 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 806718015

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20090807 1947 1531 3498

21 REFERENCE FILE NUMBER : 806718015

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN AND HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON: AMEND DEBTOR'S NAME FROM BREGMAN + HAMANN ARCHITECTS TO B + H

27 /DESCR: ARCHITECTS

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: B + H ARCHITECTS

OCN:

04/07 ADDRESS: 481 UNIVERSITY AVE SUITE 300

CITY: TORONTO PROV: ON POSTAL CODE: M5G 2H4

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 14 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 806718015

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20110217 1452 1530 5845

21 REFERENCE FILE NUMBER : 806718015

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN AND HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 15 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 806718015

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20160211 1948 1531 1729

21 REFERENCE FILE NUMBER : 806718015

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN & HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

10

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15

16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 16 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 806718015

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20210217 1936 1531 2691

21 REFERENCE FILE NUMBER : 806718015

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN & HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

1A FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 17 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER : 956059587 EXPIRY DATE : 17OCT 2027 STATUS :
 01 TRN : X CAUTION : PAGE : 01 OF 01 REG NUM : 19711210 1331 43 3312
 02 IND DOB : SEX :
 IND NAME:
 03 BUS NAME:
 BREGMAN AND HAMANN ARCHITECTS
 04 ADDRESS : 885 DON MILLS ROAD
 CITY : DON MILLS 403 PROV : ONT
 05 IND DOB : SEX :
 IND NAME:
 06 BUS NAME:

07 ADDRESS :
 CITY : PROV :

SECURED PARTY

08 THE TORONTO DOMINION BANK
 09 ADDRESS : 55 KING STREET WEST AND BAY STREET
 CITY : TORONTO 111 PROV : ONT
 CONS. MV INCL BOOK DEBTS AMT CAN EXCEED \$25000
 GOODS INVTRY EQUIP OTHER YES NO YES NO YES NO
 10 X X X
 11

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REGISTERING AGENT

16

17 ADDRESS :
 CITY : PROV :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3B FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 18 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

31 PAGE : OF REGISTRATION NUMBER : 19741128 1041 43 4910

32 RENEWAL: X DISCHARGE: ASSIGNMENT: TRANSFER: PARTIAL/OTHER:

33 REF REGISTRATION : 197112101331433312

REFERENCE DEBTOR NAME

34 IND NAME:

35 BUS: BREGMAN AND HAMANN ARCHITECTS

ASSIGNMENT BY SECURED PARTY

36 ASSIGNOR:

37 ASSIGNEE:

38 ADDRESS :

CITY : PROV :

TRANSFER BY DEBTOR

39 IND DOB : SEX :

IND NAME:

40 BUS:

41 ADDRESS :

CITY : PROV :

PARTIAL DISCHARGE

42 MOTOR VEHICLE:

43 COLL:

44 OTHER CHANGE:

45

46

47

SECURED PARTY/REGISTERING AGENT

48 NAME: THE TORONTO DOMINION BANK

49 ADDRESS : 55 KING STREET WEST AND BAY STREET

CITY : TORONTO PROV : ONT

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3B FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 19 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

31 PAGE : OF REGISTRATION NUMBER : 19771107 1021 43 9174

32 RENEWAL: X DISCHARGE: ASSIGNMENT: TRANSFER: PARTIAL/OTHER:

33 REF REGISTRATION : 197112101331433312

REFERENCE DEBTOR NAME

34 IND NAME:

35 BUS: BREGMAN AND HAMANN ARCHITECTS

ASSIGNMENT BY SECURED PARTY

36 ASSIGNOR:

37 ASSIGNEE:

38 ADDRESS :

CITY : PROV :

TRANSFER BY DEBTOR

39 IND DOB : SEX :

IND NAME:

40 BUS:

41 ADDRESS :

CITY : PROV :

PARTIAL DISCHARGE

42 MOTOR VEHICLE:

43 COLL:

44 OTHER CHANGE:

45

46

47

SECURED PARTY/REGISTERING AGENT

48 NAME: THE TORONTO DOMINION BANK

49 ADDRESS : 55 KING STREET WEST AT BAY

CITY : TORONTO PROV : ONT

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3B FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 20 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

31 PAGE : OF REGISTRATION NUMBER : 19801105 1039 43 8772

32 RENEWAL: X DISCHARGE: ASSIGNMENT: TRANSFER: PARTIAL/OTHER:

33 REF REGISTRATION : 197112101331433312

REFERENCE DEBTOR NAME

34 IND NAME:

35 BUS: BREGMAN AND HAMANN ARCHITECTS

ASSIGNMENT BY SECURED PARTY

36 ASSIGNOR:

37 ASSIGNEE:

38 ADDRESS :

CITY : PROV :

TRANSFER BY DEBTOR

39 IND DOB : SEX :

IND NAME:

40 BUS:

41 ADDRESS :

CITY : PROV :

PARTIAL DISCHARGE

42 MOTOR VEHICLE:

43 COLL:

44 OTHER CHANGE:

45

46

47

SECURED PARTY/REGISTERING AGENT

48 NAME: THE TORONTO DOMINION BANK

49 ADDRESS : 55 KING STREET WEST AND BAY STREET

CITY : TORONTO PROV : ONT

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3B FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 21 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

31 PAGE : OF REGISTRATION NUMBER : 19831031 1037 43 4014

32 RENEWAL: X DISCHARGE: ASSIGNMENT: TRANSFER: PARTIAL/OTHER:

33 REF REGISTRATION : 198011051039438772

REFERENCE DEBTOR NAME

34 IND NAME:

35 BUS: BREGMAN AND HAMANN ARCHITECTS

ASSIGNMENT BY SECURED PARTY

36 ASSIGNOR:

37 ASSIGNEE:

38 ADDRESS :

CITY : PROV :

TRANSFER BY DEBTOR

39 IND DOB : SEX :

IND NAME:

40 BUS:

41 ADDRESS :

CITY : PROV :

PARTIAL DISCHARGE

42 MOTOR VEHICLE:

43 COLL:

44 OTHER CHANGE:

45

46

47

SECURED PARTY/REGISTERING AGENT

48 NAME: THE TORONTO DOMINION BANK

49 ADDRESS : 55 KING AND BAY STREET

CITY : TORONTO PROV : ONT

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3B FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 22 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

31 PAGE : OF REGISTRATION NUMBER : 19861021 1049 43 5871

32 RENEWAL: X DISCHARGE: ASSIGNMENT: TRANSFER: PARTIAL/OTHER:

33 REF REGISTRATION : 198310311037434014

REFERENCE DEBTOR NAME

34 IND NAME:

35 BUS: BREGMAN AND HAMANN ARCHITECTS

ASSIGNMENT BY SECURED PARTY

36 ASSIGNOR:

37 ASSIGNEE:

38 ADDRESS :

CITY : PROV :

TRANSFER BY DEBTOR

39 IND DOB : SEX :

IND NAME:

40 BUS:

41 ADDRESS :

CITY : PROV :

PARTIAL DISCHARGE

42 MOTOR VEHICLE:

43 COLL:

44 OTHER CHANGE:

45

46

47

SECURED PARTY/REGISTERING AGENT

48 NAME: THE TORONTO DOMINION BANK

49 ADDRESS : 55 KING STREET WEST AND BAY STREET

CITY : TORONTO PROV : ONT

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3B FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 23 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

31 PAGE : OF REGISTRATION NUMBER : 19891017 1414 88 4025

32 RENEWAL: X DISCHARGE: ASSIGNMENT: TRANSFER: PARTIAL/OTHER:

33 REF REGISTRATION : 198610211049435871

REFERENCE DEBTOR NAME

34 IND NAME:

35 BUS: BREGMAN AND HAMANN ARCHITECTS

ASSIGNMENT BY SECURED PARTY

36 ASSIGNOR:

37 ASSIGNEE:

38 ADDRESS :

CITY : PROV :

TRANSFER BY DEBTOR

39 IND DOB : SEX :

IND NAME:

40 BUS:

41 ADDRESS :

CITY : PROV :

PARTIAL DISCHARGE

42 MOTOR VEHICLE:

43 COLL:

44 OTHER CHANGE:

45

46

47

SECURED PARTY/REGISTERING AGENT

48 NAME: THE TORONTO-DOMINION BANK

49 ADDRESS : 55 KING STREET WEST & BAY STREET

CITY : TORONTO PROV : ONT

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 24 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : OF MV SCHED: 19920930 1027 0043 2331

21 REFERENCE FILE NUMBER : 198910171414884025

22 AMEND PAGE: 01 NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN AND HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : THE TORONTO DOMINION BANK

17 ADDRESS : 55 KING ST. W. (TM 44)

CITY : TORONTO PROV : ONT POSTAL CODE : M5K 1A2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 25 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : OF MV SCHED: 19930720 1001 0043 9750

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: 01 NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN AND HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON: AMENDMENT TO CORRECT DEBTOR'S ADDRESS ON LINE 04

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS: 481 UNIVERSITY AVE., SUITE 300

CITY: TORONTO PROV: ONT POSTAL CODE: M5G 2H4

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : THE TORONTO-DOMINION BANK

17 ADDRESS : 55 KING ST. W. & BAY ST. (TM44)

CITY : TORONTO PROV : ONT POSTAL CODE : M5K 1A2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3C FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 26 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.
FILE NUMBER 956059587

01 REGISTRATION NUMBER : 19950814 1745 1513 6082

31 REF FILE NUM: 956059587 CHANGE CODE: B RENEWAL RENEWAL YEARS: 3
32 REF IND NAME:
33 REF BUS NAME: BREGMAN AND HAMANN ARCHITECTS
OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
08/16 NAME
THE TORONTO-DOMINION BANK - COMMERCIAL BANKING 1020A
09/17 ADDRESS : 55 KING STREET WEST 2ND FLOOR & BAY ST
CITY : TORONTO PROV : ONT POSTAL CODE : M5K 1A2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

3C FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 5 OF 5 ENQUIRY PAGE : 27 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.
FILE NUMBER 956059587

01 REGISTRATION NUMBER : 19980908 1737 1513 2144

31 REF FILE NUM: 956059587 CHANGE CODE: B RENEWAL RENEWAL YEARS: 5
32 REF IND NAME:
33 REF BUS NAME: BREGMAN AND HAMANN ARCHITECTS
OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
08/16 NAME
THE TORONTO-DOMINION BANK - COMMERCIAL BANKING 1020A
09/17 ADDRESS : 55 KING STREET WEST & BAY ST 3RD FLOOR
CITY : TORONTO PROV : ON POSTAL CODE : M5K 1A2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 28 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20030908 1934 1531 4194

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN AND HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 29 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20080819 1450 1530 4689

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN AND HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON: AMEND DEBTOR'S NAME TO -

27 /DESCR: BREGMAN + HAMANN ARCHITECTS

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: BREGMAN + HAMANN ARCHITECTS

OCN:

04/07 ADDRESS: 481 UNIVERSITY AVE SUITE 300

CITY: TORONTO PROV: ON POSTAL CODE: M5G 2H4

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 30 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20080819 1450 1530 4690

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 3 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN + HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :
CONS.	MV	DATE OF
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT
		MATURITY OR
		MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 31 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20090807 1947 1531 3497

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: BREGMAN + HAMANN ARCHITECTS

25 OTHER CHANGE:

26 REASON: AMEND DEBTOR'S NAME FROM BREGMAN + HAMANN ARCHITECTS TO B + H

27 /DESCR: ARCHITECTS

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: B + H ARCHITECTS

OCN:

04/07 ADDRESS: 481 UNIVERSITY AVE SUITE 300

CITY: TORONTO PROV: ON POSTAL CODE: M5G 2H4

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

10

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 32 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20110815 1449 1530 8294

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 3 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: B + H ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

10

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 33 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20140826 1437 1530 0251

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 3 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: B + H ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :
CONS.	MV	DATE OF
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT
		MATURITY OR
		MAT DATE

10

11

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13

14

15

16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 34 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20170824 1433 1530 6846

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: B + H ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :
CONS.	MV	DATE OF
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT
		MATURITY OR
		MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: B+H ARCHITECTS CORP.

FILE CURRENCY: October 15, 2025

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 35 OF 35

SEARCH : BD : B+H ARCHITECTS CORP.

FILE NUMBER 956059587

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20220816 1445 1530 8109

21 REFERENCE FILE NUMBER : 956059587

22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: B + H ARCHITECTS

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

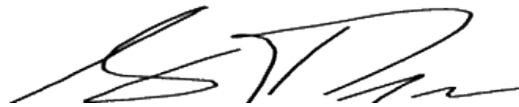
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

TAB E

This is Exhibit “E” referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'S T', with a stylized flourish at the end.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T

Date: 16 July 2025
Ref: SC137075.1007074.V1/BHS

(By email & Courier)

To

B+H Architects

320 Bay Street, Suite 200
Toronto, ON M5H 4A6 Canada
Tel: +1 416 596 2299
Toronto@bharchitects.com
For the Attention of the Managing Partner

and

National Liability & Fire Insurance Company

18 York St. Suite 1700,
Toronto, Ontario, M5J 2T8
Tel: +1 437221 0938
Email: stuart.mcalister@genre.com
For the Attention of Stuart McCalister, Chief Agent

Dear Sirs,

Architects & Engineers Professional Liability Policy No. 43-EPP-314792-01
Commercial General Liability Policy No. 43-GLO-314846-01

We are writing to you on behalf of our client, **Al Sadiyaat Development & Investment Sole Proprietorship Company LLC** of P.O. Box 37089, Abu Dhabi, UAE, Tel: +971 2 650 9993 ("**our Client**"), in connection with the enforcement of final arbitral award dated 10 June 2024 (the "**Award**") delivered against B Plus H Architects Corp, Dubai Branch ("**B+H**"), ordering it to pay to our Client an amount of AED 64,829,309 (approximately CAD 24,010,855) together with interest thereon at 9% per annum.

Our Client has instructed us to address you as under:

1. The Award has attained finality and all formalities and procedures under UAE law to render it final and executable have been successfully completed. The Award is thus executable in the UAE and any other part of the world where B+H has assets, including Canada. The Award is also executable against the B+H's insurer, National Liability & Fire Insurance Company (the "**Insurer**") in accordance with Section 132 of the Ontario Insurance Act, RSO 1990, c 1.8 and the provisions of the BC Insurance Act, RSBC 2012, c 1.

Abu Dhabi

Hadeef & Partners LLC
Level 10, World Trade Centre Abu Dhabi
Hamdan Bin Mohammed Street
PO Box 3727
Abu Dhabi, UAE
Tel +971 2 205 5300

أبوظبي

هادف وشركاه د.م.م
الطابق ١٠، مركز التجارة العالمي أبوظبي
شارع حمدان بن محمد
ص.ب. ٣٧٢٧
أبوظبي، الإمارات العربية المتحدة
هاتف: +٩٧١ ٢ ٢٠٥ ٥٣٠٠

2. Our Client is preparing to file appropriate legal proceedings against B+H in the provinces of Ontario and British Columbia, Canada, and has already obtained legal advice for the purpose from a reputed Canadian law firm. The legal advice given to our Client confirms that the Award is executable in Canada and that the chances of succeeding against B+H Architects Corp and the Insurer are extremely high. The legal proceedings against B+H will be followed by ancillary proceedings against the Insurer pursuant to Section 132 of the Ontario Insurance Act, RSO 1990, c 1.8 and similar provisions in the BC Insurance Act, RSBC 2012, c 1.
3. As you are aware, legal proceedings involve substantial costs, time and effort, which our Client is willing to undertake and go through, if compelled to do so. You are advised that our Client has made suitable budgetary provisions for filing and pursuing the necessary enforcement proceedings against B+H and the Insurer. However, before commencing formal legal proceedings, our Client wishes to put both, B+H and the Insurer, on notice and extend a reasonable opportunity to them to settle this matter amicably, without resorting to the legal process, in accordance with the limits of liability under Insurance Policy No.'s 43-EPP-314792-01 & 43-GLO-314846-01.
4. Please take notice that if we do not receive a positive response to this notice expressing a desire to settle within a period of fifteen (15) business days from the date of receipt of this notice, our Client will be left with no option but to commence, without further warning or notice, appropriate legal proceedings in Canada at your entire risk as to costs and consequences.
5. Lastly, we, on behalf of our Client, hereby call upon B+H and the Insurer to provide us, as the attorneys of our Client, a copy of the Architects & Engineers Professional Liability insurance Policy No. 43-EPP-314792-01 & Commercial General Liability Insurance Policy No. 43-GLO-314846-01, both effective 30 April 2021, under which B+H was insured, failing which our Client shall be compelled to force production through legal process.

Your sincerely,

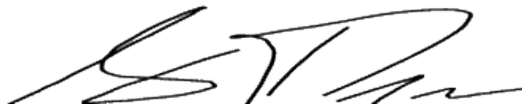
For and on behalf of



.....
Hadeef & Partners LLC
Partner

TAB F

This is Exhibit “F” referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'Sanea Tanvir', written over a horizontal line.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T

B+H Architects Corp.

Consolidated balance sheet

(in Canadian dollars)

As at

December 31, 2024

Assets

Current

Cash	\$	524,677
Accounts receivable		18,447,337
Contract assets		3,137,433
Income taxes receivable		115
Prepaid expenses and sundry assets		411,898
Total current assets		22,521,459

Total assets

\$ 22,521,459

Liabilities

Current

Accounts payable and accrued liabilities	\$	34,666,046
Contract liabilities		9,801,997
Due to related party		417,005
Total current liabilities		44,885,047

Total liabilities

44,885,047

Net investment

Net investment		(22,363,588)
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Total liabilities and net investment

\$ 22,521,459

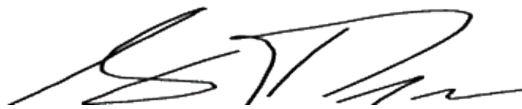
B+H Architects Corp.**Consolidated statement of comprehensive income**

(in Canadian dollars)

For the years ended	December 31, 2024
Revenue	
Fees earned	\$ 35,975,956
Direct costs	40,829,626
Net fees	(4,853,670)
Direct labour	3,941,514
Gross (loss) / profit	(8,795,184)
Operating expenses	
Salaries and benefits	1,597,713
General and administration	5,737,369
Occupancy costs	8,038
Business development	113,265
Total operating expenses	7,456,385
Loss from operations	(16,251,568)
Other income / (expenses)	
Other income	1,769,929
Finance costs	(50,678)
Total other income / (expense)	1,719,250
Loss before income taxes	(14,532,318)
Current tax expense	(3,497,396)
Net loss	(18,029,715)
Other comprehensive income / (loss):	
Items to be reclassified to profit or loss in subsequent periods:	
Exchange differences on translation of foreign operations	1,955,545
Net loss and comprehensive loss for the year	\$ (19,985,260)

TAB G

This is Exhibit “G” referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'S. Tanvir', is written above a horizontal line.

A Commissioner for taking Affidavits (or as may be)
Saneea Tanvir LSO#:77838T

B+H Architects Corp.

Consolidated balance sheet

(in Canadian dollars)

As at	June 30, 2025
Assets	
Current	
Cash	\$ 365,337
Accounts receivable	12,849,672
Contract assets	3,124,724
Prepaid expenses and deposits	244,550
Total current assets	<u>16,584,283</u>
Total assets	<u>\$ 16,584,283</u>
Liabilities	
Current	
Accounts payable and accrued liabilities	\$ 32,575,528
Contract liabilities	4,962,568
Income taxes payable	115
Due to related party	321,362
Total current liabilities	<u>37,859,573</u>
Total liabilities	<u>37,859,573</u>
Net investment	
Net investment	(21,275,290)
Total liabilities and net investment	<u>\$ 16,584,283</u>

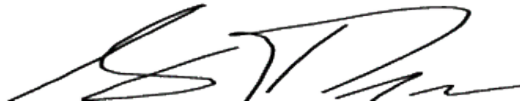
B+H Architects Corp.**Consolidated statement of comprehensive income**

(in Canadian dollars)

For the six months period	June 30, 2025
Revenue	
Fees earned	\$ 13,332,568
Direct costs	<u>6,502,739</u>
Net fees	6,829,829
Direct labour	<u>1,707,178</u>
Gross profit	5,122,651
Operating expenses	
Salaries and benefits	963,757
General and administration	964,039
Occupancy costs	658
Business development	<u>91,424</u>
Total operating expenses	2,019,878
Income from operations	3,102,773
Other (expenses) / income	
Other expenses	(1,094,498)
Finance costs	<u>(4,918)</u>
Total other (expense) / income	(1,099,416)
Income before income taxes	<u>2,003,357</u>
Net comprehensive income for the year	\$ <u>2,003,357</u>

TAB H

This is Exhibit **“H”** referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'Sanea Tanvir', written in a cursive style.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF B+H ARCHITECTS CORP.**

Applicant

CONSENT

KSV Restructuring Inc. hereby consents to act as monitor in these proceedings should the Initial Order be granted by the Court.

DATED at Toronto this 15th day of October, 2025.

KSV RESTRUCTURING INC.

Per: 

Name: Noah Goldstein
Title: Managing Director

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF
A PLAN OF COMPROMISE OR ARRANGEMENT OF B+H ARCHITECTS CORP.**

Court File No. CL-25-00753537-0000

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced in Toronto

CONSENT

McCarthy Tétrault LLP
Suite 5300, TD Bank Tower
66 Wellington Street West
Toronto, ON M5K 1E6

Heather Meredith LSO#: 48354R
Tel: 416-601-8342
E-mail: hmeredith@mccarthy.ca

Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
E-mail: tcourtis@mccarthy.ca

Sanee Tanvir LSO#: 77838T
Tel: 416-601-8181
E-mail: stanvir@mccarthy.ca

Lawyers for the Applicant, B+H Architects Corp.

TAB I

This is Exhibit **"I"** referred to in the
Affidavit of **Patrick Fejér**
sworn before me this 16th day of October, 2025

A handwritten signature in black ink, appearing to read 'Sanea Tanvir', written over a horizontal line.

A Commissioner for taking Affidavits (or as may be)
Sanea Tanvir LSO#:77838T

October 16, 2025

B+H ARCHITECTS CORP.

320 Bay Street, Suite 200
Toronto, ON M5H 4A6, Canada

Attention: Patrick Fejér

Re: Debtor-in-Possession Financing of B+H Architects Corp.

A. B+H Architects Corp. (the “**Borrower**”) intends to make an application to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an initial order (the “**Initial Order**”), among other things, commencing proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA Proceedings**”), imposing a stay of proceedings in favour of the Borrower (the “**Initial Stay**”), appointing KSV Restructuring Inc. as Monitor of the Borrower (in such capacity, the “**Monitor**”), approving this Term Sheet and granting the DIP Lender’s Charge (as defined herein) to secure the initial authorized advance hereunder of \$1,700,000;

B. In the event that the Initial Order is granted, and prior to the expiry of the Initial Stay, the Borrower will seek:

- I. an Amended and Restated Initial Order (as may be further amended and restated from time to time in accordance with this Term Sheet, the “**ARIO**”) within the CCAA Proceedings, seeking, in addition to the relief set out in the Initial Order an extension of the Initial Stay approval of an increase in the authorized limit of the advances hereunder secured by the DIP Lender’s Charge (as each term is defined below) to \$6,000,000; and
- II. an Order (the “**SISP Order**”) approving a Court-supervised stalking horse sale and investment solicitation process (the “**SISP**”) and approval of an Investment Agreement between the Borrower and the Lender as the stalking horse bid in the SISP (the “**Stalking Horse Agreement**”).

C. The Borrower requires funding to satisfy the cashflow requirements of the CCAA Proceedings and the SISP, and other short-term liquidity requirements;

D. Surbana Jurong Holdings (Canada) Ltd. (the “**Lender**”) has agreed to advance a debtor-in-possession loan in the aggregate principal amount of \$6 million (the “**DIP Facility**”), subject to and in accordance with the terms and conditions of this term sheet (this “**Term Sheet**”);

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

SUMMARY OF TERMS FOR DIP FACILITY

- 1. Borrower:** B+H Architects Corp.
- 2. Lender:** Surbana Jurong Holdings (Canada) Ltd.
- 3. DIP Facility:** A non-revolving facility available in multiple advances, up to the maximum aggregate principal amount of \$6,000,000, subject to the terms and conditions contained herein.
- 4. Purpose:** The Borrower shall use the available funds under the DIP Facility solely for the following purposes: (i) working capital needs of the Borrower; (ii) professional fees and expenses incurred by the Borrower, the Borrower’s legal counsel, the Monitor and the Monitor’s legal counsel both prior to and after the commencement of the CCAA Proceedings, in each case in accordance with the cash flow projections approved by the Monitor and the

Lender for the period ending December 31, 2025 (the “**Cash Flow Projections**”); and (iii) such other costs and expenses of the Borrower as may be agreed to by the Lender, in writing.

The amount and purpose of the DIP Facility may be amended by the Borrower (with the consent of the Monitor) and the Lender in writing. The Borrower may not use the proceeds of the DIP Facility to pay any pre-filing obligations of the Borrower, except in accordance with the Cash Flow Projections or with the prior written consent of the Lender and the Monitor.

- 5. Stalking Horse Bid:** The Lender has agreed to act as a stalking horse bidder in the SISP in accordance with the Stalking Horse Agreement, for the purchase and sale of the assets and business of the Borrower (other than assets the Lender elects to exclude) by way of reverse approval and vesting order, free and clear of claims and encumbrances (the “**Transaction**”), which shall be approved as a stalking horse bid pursuant to the SISP Order.

The DIP Facility shall be treated in all respects as a debtor-in- possession loan in accordance with the terms and conditions set out in this Term Sheet unless and until the Stalking Horse Agreement is selected as the winning bid in the SISP and the Transaction closes, at which point all amounts owing under the DIP Facility shall be satisfied in accordance with the terms of the Stalking Horse Agreement.

As a condition to the Lender entering into this Term Sheet but subject to any confidentiality requirements and the terms of the SISP Order and any other order of the Court, the Borrower shall or shall cause its counsel to provide the Lender and its accountants, legal advisors and other representatives, with complete access to the Borrower’s personnel, premises, books and records, corporate records, accounts, contracts and its other properties and assets for purposes of conducting such investigations of the Borrower’s business, properties and assets, and such other matters as the Lender may determine, acting reasonably, including for the purpose of completing the remaining due diligence in connection with the Stalking Horse Agreement.

- 6. Advances:** Subject to the funding conditions set out in Section 12 of this Term Sheet, the DIP Facility shall be available by multiple advances (individually, an “**Advance**” and collectively, the “**Advances**”) as follows:

- (a) upon the issuance of the Initial Order, \$1,700,000, or such lesser amount as may be approved by the Initial Order and secured by the DIP Lender’s Charge (the “**First Advance**”), shall be advanced to the Borrower to finance working capital requirements for the 10-day period immediately, and in any event within one (1) Business Day, following the date of the Initial Order; and
- (b) upon the issuance of the ARIO and the SISP Order, the balance of all amounts committed under the DIP Facility that are approved by the Court and secured by the DIP Lender’s Charge, being \$4,300,000, shall be advanced to the Borrower in bi-weekly draws (or such other intervals as the Parties may agree, acting reasonably), subject to receipt of a written draw request by the Lender from the Borrower (each a “**Subsequent Advance**”), which draw request may, for greater certainty, be made by email.

The Borrower shall provide the Lender with no less than three (3) Business Days’ written notice for any requested Subsequent Advance, which notice shall state the purpose for which the Subsequent Advance is to be used by

the Borrower including detail on any professional fees to be paid (excluding detailed docket entry descriptions but including rates and aggregate amount of time spent per billing professional) and the Borrower (or other applicable payees) shall respond to any reasonable inquiries made from the Lender for further particulars of any costs for which an Advance request is made.

7. Interest:

Interest shall accrue on amounts advanced under the DIP Facility at a rate equal to Term CORRA Rate plus 1.7% per annum (the “**Interest**”). Interest shall be calculated on the daily outstanding principal balance owing under the DIP Facility, not in advance, and shall accrue and be paid on the Maturity Date (as defined herein). Upon the occurrence and continuation of an Event of Default, all overdue amounts shall bear interest at the applicable interest rate plus 2% per annum.

For purposes hereof, (i) “**Available Term CORRA Tenor**” means as to any Advance, the period commencing on the date of such Advance and ending on the numerically corresponding day in the calendar month that is three calendar months after the borrowing of such Advance as specified in the applicable borrowing request; (ii) “**CORRA**” means the Canadian overnight repo rate average administered and published by the CORRA Administrator; (iii) “**Term CORRA Administrator**” means CanDeal Benchmark Solutions Inc. and TMX Datalinx (or any successor administrator); (iv) “**Term CORRA Rate**” means, for a three-month interest period, the Term CORRA Reference Rate for a tenor comparable to the selected Available Term CORRA Tenor (applying a lookback period of two (2) Business Days before the first day of the selected Available Term CORRA Tenor); provided that, the “**Term CORRA Rate**” shall not in any circumstance be less than zero; and (v) “**Term CORRA Reference Rate**” means the Canadian forward looking term rate based on CORRA administered and published by the Term CORRA Administrator.

8. Recoverable Expenses:

The Borrower shall pay all reasonable and documented fees and expenses (collectively, the “**Recoverable Expenses**”) incurred by the Lender in connection with the preparation, registration and ongoing administration of this Term Sheet, the DIP Facility, the Initial Order, the ARIO, the SISP Order, the DIP Lender’s Charge (as defined below) and with the enforcement of the Lender’s rights and remedies hereunder and thereunder, at law or in equity, including, without limitation all reasonable and documented legal fees and disbursements incurred by the Lender. For greater certainty, “Recoverable Expenses” shall include all reasonable and documented fees and expenses incurred by the Lender in connection with the CCAA Proceedings and all Court attendances in respect thereof (including in connection with the preparation of the Stalking Horse Agreement). If the Lender has paid any expenses for which the Lender is entitled to reimbursement from the Borrower, such expenses shall be added to the DIP Facility and shall accrue Interest at the rate set out above. All such reasonable and documented fees and expenses and Interest shall be secured by the DIP Lender’s Charge whether or not any funds under the DIP Facility are advanced.

9. Security:

All debts, liabilities and obligations of the Borrower to the Lender under or in connection with the DIP Facility (including, without limitation, Interest and Recoverable Expenses), this Term Sheet and any other documents executed in connection therewith shall be secured by a Court-ordered priority charge (the “**DIP Lender’s Charge**”) granted to the Lender in and to all present and future properties, assets, and undertakings of the Borrower, real and personal, tangible and intangible, whether now owned or hereafter acquired, and the proceeds thereof (the “**Property**”), subject only to:

- (a) an administration charge in the maximum aggregate amount of \$500,000 under the Initial Order and increased to \$750,000 under the ARIO for the payment of the fees and expenses of the Monitor, counsel to the Borrower and counsel to the Monitor (the **"Administration Charge"**);
- (b) a charge for the current and future directors and officers of the Borrower in the maximum aggregate amount of \$460,000 under the Initial Order and increased to \$650,000 under the ARIO as security for the indemnity provided for in the Initial Order and the ARIO (the **"Directors' Charge"**); and
- (c) a key employee retention program charge in the maximum amount of \$200,000 on the KERP Funds (as defined in the ARIO, either directly or by reference to an affidavit described therein) as security for the obligations of the Borrower under the key employee retention program (the **"KERP Charge"**).

10. Maturity Date:

Unless otherwise agreed to by the Lender and the Borrower (with the consent of the Monitor) in writing and subject to Section 10(b) below, the term of the DIP Facility shall expire, and the Borrower shall repay all obligations owing to the Lender under this Term Sheet, on the earliest of (the **"Maturity Date"**):

- (a) January 31, 2026 (or such later date as the Lender and the Borrower may mutually agree to in writing);
- (b) the closing of the Transaction, in which case all amounts advanced under the DIP Facility will be credited against the purchase price and/or otherwise treated in accordance with and subject to the terms and conditions of the Stalking Horse Agreement;
- (c) the closing of a sale or investment transaction resulting from the SISP (other than the Transaction), which transaction has been approved by an order of the Court;
- (d) the implementation of a plan of compromise or arrangement within the CCAA Proceedings, which has been approved by the requisite majority of the Borrower's creditors, and by an order of the Court;
- (e) the date on which the CCAA Proceedings are terminated for any reason, including if the CCAA Proceedings are converted into a proceeding under the *Bankruptcy and Insolvency Act* (Canada) (the **"BIA"**); and
- (f) the occurrence and continuance of an Event of Default (as defined herein), subject to a cure period of five (5) Business Days, beginning on the date of the occurrence of such Event of Default, and the Lender accelerates the outstanding amounts under the DIP Facility and taking any enforcement action in accordance with Section 15.

11. Repayment:

Unless the Maturity Date occurs in accordance with Section 10(b), the aggregate principal amount owing under the DIP Facility plus all accrued and unpaid Interest and Recoverable Expenses, shall become immediately due and payable on the Maturity Date. The DIP Facility may be prepaid in full at any time, without penalty, provided all accrued and unpaid Interest and Recoverable Expenses are paid in full. If the Borrower chooses to prepay any amount owing under the DIP Facility which the Borrower shall be permitted to do without notice or penalty, any such payment shall be applied:

(i) first, to all accrued and unpaid Interest; (ii) second, to the Recoverable Expenses; and (iii) third, to any principal amount outstanding under the DIP Facility.

All amounts due and payable hereunder shall be repaid without set-off, counterclaim, damages or other defence on any basis whatsoever against the Lender and the Borrower hereby expressly waives and releases any such claims and defences to the fullest extent permitted by applicable law.

**12. Conditions
Precedent:**

The availability of the First Advance under the DIP Facility shall be subject to and conditional upon the following, which may be waived by the Lender in writing:

- (a) the Court shall have issued the Initial Order, in substantially the form attached hereto as **Schedule "A"** which the Lender confirms it is satisfied with, including:
 - i. approving this Term Sheet and the DIP Facility;
 - ii. granting the DIP Lender's Charge in favour of the Lender, which shall rank in priority to all other claims and encumbrances other than the Administration Charge in the amounts described above;
 - iii. authorizing the Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Lender's Charge;
 - iv. providing that the DIP Lender's Charge shall be valid and effective to secure all of the obligations of the Borrower to the Lender hereunder, without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Borrower;
 - v. declaring that the granting of the DIP Lender's Charge and all other documents executed and delivered to the Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Lender's Charge, do not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law;
 - vi. provisions restricting the granting of any additional liens or encumbrances on the assets of the Borrower after the date hereof, other than (A) as permitted herein and (B) charges approved by an order of the Court, including, without limitation (I) the DIP Lender's Charge, (II) the Administration Charge, and (III) the Directors' Charge (collectively, and together with the KERP Charge, the "**Permitted Court Charges**"); and
 - vii. declaring that the Lender, in its capacity as such, shall at all times be treated as an "unaffected creditor" in the CCAA Proceedings and in any plan of compromise or arrangement filed therein and in any other insolvency, restructuring, reorganization or arrangement proceeding with respect to the Borrower;
- (b) the Initial Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the Lender, acting reasonably; and

(c) no Event of Default shall have occurred.

The availability of each Subsequent Advance under the DIP Facility shall be subject to and conditional upon the following, which may be waived by the Lender in writing:

- (a) the Court shall have issued the ARIO, in substantially the form attached hereto as **Schedule "B"** which the Lender confirms it is satisfied with, including:
 - i. approving this Term Sheet and the DIP Facility;
 - ii. granting the DIP Lender's Charge in favour of the Lender, which shall rank in priority to all other claims and encumbrances other than the Administration Charge in the amounts described above;
 - iii. authorizing the Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Lender's Charge;
 - iv. providing that the DIP Lender's Charge shall be valid and effective to secure all of the obligations of the Borrower to the Lender hereunder, without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Borrower;
 - v. declaring that the granting of the DIP Lender's Charge and all other documents executed and delivered to the Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Lender's Charge, do not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law; and
 - vi. provisions restricting the granting of any additional liens or encumbrances on the assets of the Borrower, other than as permitted herein and the Permitted Court Charges.
- (b) the Court shall have entered an order approving the SISP in form satisfactory to the Lender, in substantially the form attached hereto as **Schedule "C"** which the Lender confirms it is satisfied with (the "**SISP Order**"), including approval of the Stalking Horse Agreement as a stalking horse bid;
- (c) the ARIO and SISP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the Lender, acting reasonably; and
- (d) no Event of Default shall have occurred.

13. Covenants

The Borrower covenants and agrees with the Lender, so long as any amounts are outstanding by the Borrower to the Lender hereunder, to:

- (a) promptly on the receipt by the Borrower of the same, provide the Lender a copy of any served Notice of Motion or Application to vary, supplement, revoke, terminate or discharge the Initial Order, the ARIO, the SISP Order, or any Court order approving the Transaction,

including, without limitation, any application to the Court for the granting of new or additional security that will or may have priority over the DIP Lender's Charge, or otherwise for the variation of the priority of the DIP Lender's Charge;

- (b) provide the Lender with drafts of all materials that the Borrower intends to file in the CCAA Proceedings and provide the Lender and its counsel at least three (3) Business Days (unless impracticable in the circumstances) to review same prior to service and filing, and all such materials filed in the CCAA Proceedings will not be inconsistent with the terms hereof;
- (c) provide the Lender with any additional financial information reasonably requested by the Lender, to the extent that it is available;
- (d) use the Advances under the DIP Facility for the purposes for which they are being provided, as set out in Section 4 of this Term Sheet, or such other purposes that may be agreed to by the Borrower (with the consent of the Monitor) and the Lender in writing;
- (e) provide the Lender with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default, a breach of any covenant, or other term or condition of this Term Sheet, or of any document executed in connection with this Term Sheet;
- (f) keep and maintain books of account and other accounting records in accordance with generally accepted accounting principles;
- (g) pay all claims which, under law, may rank prior to or *pari passu* with the DIP Lender's Charge due and payable from and after the commencement of the CCAA Proceedings, as and when such amounts are due;
- (h) not declare any dividend, or make any other distributions with respect to any shares of the Borrower without the prior written consent of the Lender;
- (i) not make any payment to any director, officer, investor or related party of the Borrower (except salary and wages in the normal course) other than in accordance with any key employee retention plan approved by the Court, without the prior written consent of the Lender;
- (j) keep the Borrower's assets fully insured against such perils and in such manner as would be customarily insured by professional services firms owning similar assets;
- (k) not, without the prior written consent of the Lender, (i) incur any borrowings or other secured indebtedness, obligations or liabilities, other than (A) the DIP Facility and the related interest, fees and amounts payable hereunder; (B) all borrowings, indebtedness, obligations and liabilities existing as of the date hereof, and (C) and (C) all indebtedness owing under any corporate credit cards issued to directors and officers of the Borrower but only to the extent used for permitted operating expenses contemplated by the Cash Flow Projections, (ii) create or grant any security (other than as permitted herein and the Permitted Court Charges) over any of the Borrower's

Property, whether ranking in priority to or subordinate to the DIP Lender's Charge; or (iii) incur any material liabilities pursuant to new client contracts;

- (l) not sell, transfer, assign, convey or lease any Property unless agreed to by the Lender, other than (i) in the ordinary course of business and on arm's-length, commercially reasonable terms; (ii) dispositions of used, surplus, obsolete or worn-out property and equipment in the ordinary course of business for nominal consideration; (iii) with the consent of the Lender and (iv) as permitted by the provisions of the Initial Order, the ARIO or any other order of the Court, as applicable;
- (m) provide the Lender with prompt notice of any material communication received by the Borrower in respect of a notice of default or termination of any material contract, license or permit required for the Borrower to carry on its business;
- (n) provide weekly updates to the Lender, on or prior to 12:00 p.m. (Toronto time) on the fourth Business Day of every other week, commencing on November 6, 2025, on the Borrower's cash flows from the prior week as compared to the Cash Flow Projections for such week and an explanation of any material weekly or cumulative variances;
- (o) comply with all milestone dates established in the SISP Order, unless otherwise consented to by the Lender;
- (p) shall not enter into any settlements or compromises with respect to any material stakeholder or outstanding litigation claim without the consent of the Lender;
- (q) conduct all of its business activities in the ordinary course of business (other than as impacted by the CCAA Proceedings), and collect and pursue receiving all amounts owing on its accounts receivable in the ordinary course of its business;
- (r) maintain in good standing all licenses, permits or other qualifications necessary to conduct operations of the Borrower in the ordinary course; and
- (s) maintain as current all payments for which the Borrower is responsible in respect of leased premises out of which the Borrower operates that are actually used by the Borrower, except with the prior consent of the Monitor and the Lender.

14. Events of Default:

The DIP Facility shall be subject to the following events of default (each, an **"Event of Default"**):

- (a) the Borrower's failure to pay any amount due hereunder when due and payable;
- (b) any covenant, payment obligation, or other term or condition of this Term Sheet is not complied with or satisfied;
- (c) the Initial Order is not obtained in form and substance satisfactory to the Lender on or before October 17, 2025, and the ARIO and SISP Order, including approval of the Stalking Horse Agreement as

stalking horse bid, in each case in form and substance satisfactory to the Lender, is not obtained on or before October 27, 2025;

- (d) the seeking or support by the Borrower of any Court order (in the CCAA Proceedings or otherwise) which is materially adverse to the interest of the Lender, acting reasonably, or inconsistent with the terms of this Term Sheet;
- (e) (i) the issuance of any Court order lifting or terminating (in whole or in part) the stay of proceedings in the CCAA Proceedings, or (ii) discontinuing, dismissing or otherwise terminating the CCAA Proceedings, in either case, which is adverse to the interest of the Lender, acting reasonably, or inconsistent with the terms of this Term Sheet;
- (f) the issuance of any Court order staying, reversing, vacating or materially modifying the terms of the Initial Order, the ARIO, the SISP Order, the DIP Facility or the DIP Lender's Charge, or an order of the Court approving the Transaction, which affects or could reasonably be expected to adversely affect the Lender's rights in any material manner, in each case without the Lender's consent;
- (g) the issuance of any order of the Court in the CCAA Proceedings which is adverse to the interest of the Lender, acting reasonably, or inconsistent with the terms of this Term Sheet;
- (h) the service or filing of a notice of appeal, application or leave for appeal, or an appeal in respect of the Initial Order or the ARIO or the SISP Order, which is adverse to the interest of the Lender, acting reasonably, or inconsistent with the terms of this Term Sheet;
- (i) the occurrence of an event that will, in the reasonable opinion of the Lender, materially impair the Borrower's financial condition, operations or ability to perform under this Term Sheet or any Order of the Court, but excluding the events, circumstances, occurrences and changes giving rise to, the actual filing of, or occurring on account of, the CCAA Proceedings;
- (j) the Borrower defaults on or any of its material obligations under the Initial Order, the SISP Order (including any dates set out in the SISP), any Court order approving the Transaction, or the ARIO;
- (k) the occurrence of any material adverse change in: (i) the DIP Lender's Charge, including its relative priority to the other Permitted Court Charges; (ii) the ability of the Borrower to perform its obligations to the Lender or to any person under any material contract; (iii) the Lender's ability to enforce any of its rights or remedies against the Borrower's Property or for the obligations of the Borrower to be satisfied from the realization thereof.
- (l) the occurrence of any breach of any binding terms of the Stalking Horse Agreement;
- (m) the Borrower becomes bankrupt or subject to a proceeding under the BIA, or a receiver, interim receiver, receiver and manager or trustee in bankruptcy is appointed in respect of any Borrower, or any of the Borrower's Property;

- (n) the Borrower fails to comply, or receives notice of any non-compliance with, any material licensing, permit or other regulatory requirements in connection with its business operations;
- (o) the acceptance of any offer resulting from the SISP (other than the Stalking Horse Agreement), or the filing of a motion seeking approval of the Court to accept any such offer, unless the total indebtedness owing by the Borrower under the DIP Facility is to be paid in full in cash upon completion of the transaction resulting from such offer no later than January 31, 2026 (or such later date as the Lender and the Borrower may mutually agree to in writing);
- (p) the sale, transfer, assignment, conveyance or lease of substantially all of the business or assets of the Borrower, except pursuant to a transaction resulting from the SISP (or the Stalking Horse Agreement) or as may be otherwise approved by the Lender in writing;
- (q) the filing of any plan of reorganization, arrangement or liquidation which is inconsistent with this Term Sheet or otherwise impairs the Lender's rights and remedies under this Term Sheet or the DIP Facility;
- (r) if, in any given week, the actual cumulative net cash flow (being cumulative receipts less cumulative disbursements, each as described in the Cash Flow Projection) is more than the greater of (i) 15% below, or (ii) \$100,000 below, the forecasted cumulative net cash flow for such week, and such variance is not remedied within five (5) Business Days, such occurrence shall constitute an Event of Default; provided that, it is understood and agreed that all receipts from the Queen Elizabeth II hospital project in Halifax, Nova Scotia and all intercompany receipts will be excluded from the calculation of the cumulative net cash flow for purposes of this clause (r);
- (s) unless the Lender has consented thereto, the commencement of any claim, action, proceeding, application, motion, defence or other contested matter the purpose of which is to seek, or the result of which would be to obtain and/or the granting of an order, judgment, determination, declaration or similar relief by the Court: (i) invalidating, setting aside, avoiding, or subordinating the obligations of the Borrower under the DIP Facility, the DIP Lender's Charge or its priority; (ii) awarding injunctive relief against the Lender or the Borrower's Property; or (iii) preventing, hindering or otherwise delaying the exercise by the Lender of any of its rights and remedies hereunder, pursuant to the Initial Order, the ARIO or under applicable law, or the enforcement or realization by the Lender against any of its collateral.

15. Remedies and Enforcement

Subject to the terms of the Initial Order and the ARIO, following the occurrence of an Event of Default, upon written notice to the Borrower and the Monitor, the Lender shall have the right to:

- (a) enforce the DIP Lender's Charge and realize on the Property and any other collateral securing the DIP Facility;
- (b) exercise the rights and powers of a secured lender and mortgagee pursuant to the *Personal Property Security Act* (Ontario), the *Mortgages Act* (Ontario) or any legislation of similar effect; and

- (c) exercise all such other rights and remedies available to the Lender under this Term Sheet, the Initial Order, the ARIO, any other order of the Court or applicable law.

No failure or delay on the part of the Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

- 16. Further Assurances:** The Borrower will promptly, upon reasonable written request by the Lender at any time, do such acts and things and execute and deliver such documents as the Lender may reasonably request to give effect to any other provisions set out hereunder.
- 17. Assignment:** The Borrower shall not assign this Term Sheet or any of the provisions set out herein without the prior written consent of the Lender and the Monitor. After and during the continuance of an Event of Default, the Lender may assign or sell its rights or obligations with respect to this Term Sheet to any person without the prior written consent of the Borrower. Prior to the occurrence of an Event of Default, the Lender may assign or sell its rights and obligations with respect to this Term Sheet to any person with the prior consent of the Borrower, such consent not to be unreasonably withheld or delayed, provided that the Lender may assign its rights and obligations with respect to this Term Sheet to an Affiliate without consent of the Borrower provided that the Lender provides at least 2 Business Days' prior written notice of such assignment to the Borrower. "**Affiliate**" shall have the meaning given to it in *Business Corporations Act* (Ontario).
- 18. Governing Law:** The DIP Facility and the provisions set out herein shall be governed and construed in all respects in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 19. Currency:** All dollar amounts herein are in Canadian Dollars.
- 20. Business Day:** "Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada.
- 21. Acceptance:** This Term Sheet is open for acceptance until 5:00 p.m. (Toronto time) on October 17, 2025. The Borrower may accept this Term Sheet by returning a countersigned copy of this Term Sheet to the Lender (by electronic transmission or personal delivery).

[Signature Page Follows]

Dated this _____ day of October, 2025.

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

By  Signed by:
655E2DFF25F64F1...
Name: David Seel
Title: Authorized Signatory
I have authority to bind the Corporation.

ACCEPTANCE**TO THE DIP LENDER:**

For good and valuable consideration received, B+H Architects Corp., accepts and agrees to comply with the provisions of the Term Sheet set out above.

Dated this 16th day of October, 2025.

B+H ARCHITECTS CORP.

By



Name: Patrick Fejer

Title: CEO

I have authority to bind the Corporation.

SCHEDULE "A"
FORM OF INITIAL ORDER

See Attached

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 17TH
	)	
JUSTICE	)	DAY OF OCTOBER, 2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the “**Applicant**”)

INITIAL ORDER

THIS APPLICATION, made by the Applicant for an initial order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) was heard this day by judicial videoconference.

ON READING the affidavit of Patrick Fejer sworn October 16, 2025 and the Exhibits thereto (the “**Fejer Affidavit**”), the consent of KSV Restructuring Inc. (“**KSV**”) to act as the monitor (in such capacity, the “**Monitor**”) and the Pre-Filing Report of KSV in its capacity as the proposed Monitor, and on hearing the submissions of counsel for the Applicant, KSV, and such other parties as listed on the Participant Information Form,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected

creditor under any plan of compromise or arrangement (a “**Plan**”) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. **THIS COURT ORDERS** that the Applicant shall 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 employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the date of this Order pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; 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 realty, municipal business 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 and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is 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 Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

9. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (b) pursue all avenues of refinancing, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

10. **THIS COURT ORDERS** that until and including October 27, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating to the Arbitral Award (as defined in the Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that 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 Applicant or the Monitor, or their respective employees, advisors or representatives acting in

such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is 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 security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

12. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates 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 Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

14. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the date of this Order with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicant in respect of obligations arising prior to the date of this Order with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of this Order, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

15. **THIS COURT ORDERS** that, notwithstanding anything else 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 date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant 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 Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

18. **THIS COURT ORDERS** that the current and future directors and officers of the Applicant 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 \$460,000, as security for the indemnity provided in paragraph 17 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 35 and 37 herein.

19. **THIS COURT ORDERS** that, 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 Applicant's 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 17 of this Order.

APPOINTMENT OF MONITOR

20. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant 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.

21. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant’s 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) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in

- accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting in accordance with the Definitive Documents;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis in accordance with the Definitive Documents;
 - (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant wherever located, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
 - (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
 - (g) perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

22. **THIS COURT ORDERS** that 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, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

23. **THIS COURT ORDERS** that nothing herein contained shall require 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety 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. 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.

24. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant 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 Applicant is 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 Applicant may agree.

25. **THIS COURT ORDERS** that, 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 protections afforded the Monitor by the CCAA or any applicable legislation.

26. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the date of this Order, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

27. **THIS COURT ORDERS** that 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 Commercial List of the Ontario Superior Court of Justice.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant's counsel 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 professional fees and disbursements incurred at their standard rates and charges, whether incurred prior to, on or after the date of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

DIP FINANCING

29. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Surbana Jurong Holdings (Canada) Ltd. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$1,700,000 unless permitted by further Order of this Court.

30. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of October ●, 2025 (the "**Commitment Letter**"), filed.

31. **THIS COURT ORDERS** that the Applicant is 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 Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

32. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 35 and 37 hereof.

33. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

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

34. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the DIP Lender's Charge (collectively, the "**Charges**"), 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 \$460,000); and

Third – DIP Lender’s Charge (to the maximum amount of \$1,700,000 plus interest and fees).

36. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person, provided that the Charges shall rank behind valid Encumbrances in favour of any Persons that have not been served with notice of this application.

38. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

39. **THIS COURT ORDERS** that the Charges, the Commitment Letter and the Definitive Documents 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**”) and/or the DIP Lender thereunder 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 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, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, 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 Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant 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 Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the Commitment Letter 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.

SERVICE AND NOTICE

40. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant 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, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

41. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this

proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

42. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ●.

43. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute 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, e-mail or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery, e-mail or facsimile 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.

GENERAL

44. **THIS COURT ORDERS** that the comeback motion shall be heard on October 27, 2025.

45. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation or application of this Order.

46. **THIS COURT ORDERS** that 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 Applicant, the Business or the Property.

47. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

48. **THIS COURT ORDERS** that each of the Applicant 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 that 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.

49. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

191
Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

INITIAL ORDER

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Lawyers for the Applicant,
B+H Architects Corp.

SCHEDULE "B"**FORM OF ARIO**

See Attached

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	MONDAY, THE 27TH
	)	
JUSTICE	)	DAY OF OCTOBER, 2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the “**Applicant**”)

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order amended and restating the Initial Order (the “**Initial Order**”) issued on October 17, 2025 (the “**Initial Filing Date**”) and extending the stay of proceedings provided for therein was heard this day by judicial videoconference.

ON READING the affidavit of Patrick Fejér sworn October 16, 2025 and the Exhibits thereto (the “**First Fejér Affidavit**”), the affidavit of Patrick Fejér sworn October ●, 2025 and the Exhibits thereto (the “**Second Fejér Affidavit**”), the consent of KSV Restructuring Inc. (“**KSV**”) to act as the monitor (in such capacity, the “**Monitor**”), the Pre-Filing Report of KSV in its capacity as the proposed Monitor, the First Report of the Monitor and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, KSV, and such other parties as listed on the Participant Information Form, no other party appearing although duly served as appears from the Lawyer’s Certificate of Service of Saneea Tanvir dated October ●, 2025.

AMENDING AND RESTATING INITIAL ORDER

1. **THIS COURT ORDERS** that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicant 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. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the Initial Filing Date:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the

Applicant in carrying on the Business in the ordinary course after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the Initial Filing Date.

9. **THIS COURT ORDERS** that the Applicant shall 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 employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing 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 realty, municipal business 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 and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is 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 Applicant to any of its creditors as of the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$1,000,000 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, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

12. **THIS COURT ORDERS** that from the Initial Filing Date until and including December 17, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating to the

Arbitral Award (as defined in the First Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that 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 Applicant or the Monitor, or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is 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 security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates 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 Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 Initial Filing Date are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

16. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the Initial Filing Date with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the Initial Filing Date or (b) are or may become due from the Applicant in respect of obligations arising prior to the Initial Filing Date with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of the Initial Filing Date, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

17. **THIS COURT ORDERS** that, notwithstanding anything else 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 Initial Filing Date, nor shall any Person be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any

obligations of the Applicant 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 Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. **THIS COURT ORDERS** that the current and future directors and officers of the Applicant 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 \$650,000, as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraphs 43 and 45 herein.

21. **THIS COURT ORDERS** that, 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 Applicant's 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 19 of this Order.

APPOINTMENT OF MONITOR

22. **THIS COURT ORDERS** that KSV is, as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant 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.

23. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's 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) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting in accordance with the Definitive Documents;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis in accordance with the Definitive Documents;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' 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 Applicant wherever located, to the extent that is necessary to adequately assess the Applicant's 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; and
- (i) perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

24. **THIS COURT ORDERS** that 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, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. **THIS COURT ORDERS** that nothing herein contained shall require 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety 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. 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.

26. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant 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

Applicant is 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 Applicant may agree.

27. **THIS COURT ORDERS** that, 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 protections afforded the Monitor by the CCAA or any applicable legislation.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the Initial Filing Date, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. **THIS COURT ORDERS** that 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 Commercial List of the Ontario Superior Court of Justice.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant's counsel 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 \$750,000, as security for their professional fees and disbursements incurred at their standard rates and charges, whether incurred prior to, on or after the Initial Filing Date in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 43 and 45 hereof.

DIP FINANCING

31. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Surbana Jurong Holdings (Canada) Ltd. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general

corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$6,000,000 unless permitted by further Order of this Court.

32. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Applicant and the DIP Lender dated as of October ●, 2025 (the “**Term Sheet**”), filed.

33. **THIS COURT ORDERS** that the Applicant is 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 Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the 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.

34. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 43 and 45 hereof.

35. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

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

36. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

KERP AND KERP CHARGE

37. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described and defined in the Second Fejér Affidavit, for the benefit of the KERP Employees (as defined in the Second Fejér Affidavit) is hereby approved and the Applicant is authorized and directed to make payments in accordance with the terms and conditions of the KERP, including the amount of \$200,000 to be paid by the Applicant to the Monitor and held by the Monitor for the benefit of the KERP Employees pursuant to the KERP (the "**KERP Funds**").

38. **THIS COURT ORDERS** that upon receipt by the Monitor of the KERP Funds, the KERP Funds shall be held by the Monitor for the benefit of the KERP Employees. The Monitor shall be permitted to distribute the KERP Funds to the Applicant for payment to the applicable KERP Employees as and when required by the KERP, and, when in the hands of the Applicant or any payment processor, such KERP Funds shall be held for and on the behalf of the applicable KERP Employees.

39. **THIS COURT ORDERS** that payments made by the Applicant pursuant to the KERP do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that Applicant is authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor, or as may be ordered by this Court.

41. **THIS COURT ORDERS** that the KERP Employees shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the KERP Funds as security for the obligations of the Applicant under the KERP. The KERP Charge shall have the priority set out in paragraphs 43 and 45 hereof.

42. **THIS COURT ORDERS** that the unredacted version of the KERP, a copy of which is attached as Confidential Exhibit "●" to the Second Fejér Affidavit, shall be and is hereby sealed, kept confidential, and shall not form part of the public record unless otherwise ordered by the Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

43. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the DIP Lender's Charge and the KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$750,000);

Second – Directors' Charge (to the maximum amount of \$650,000);

Third – KERP Charge (solely as against the KERP Funds); and

Fourth – DIP Lender's Charge (to the maximum amount of \$6,000,000 plus interest and fees).

44. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

45. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

46. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

47. **THIS COURT ORDERS** that the Charges, the Term Sheet and the Definitive Documents 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**”) and/or the DIP Lender thereunder 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 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, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, 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 Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant 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 Applicant entering into the Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicant pursuant to this Order, the 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.

SERVICE AND NOTICE

48. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the Initial Filing Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant 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, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

49. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

50. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court

further orders that a Case Website shall be established in accordance with the Protocol with the following URL .

51. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute 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, e-mail or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery, e-mail or facsimile 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.

GENERAL

52. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation or application of this Order.

53. **THIS COURT ORDERS** that 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 Applicant, the Business or the Property.

54. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

55. **THIS COURT ORDERS** that each of the Applicant 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 that 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.

56. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Applicant, the Monitor and 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.

57. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

McCarthy Tétrault LLP
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Lawyers for the Applicant,
B+H Architects Corp.

SCHEDULE "C"
FORM OF SISP ORDER

See Attached

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	MONDAY, THE 27TH
	)	
JUSTICE	)	DAY OF OCTOBER, 2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the “**Applicant**”)

SALE AND INVESTMENT SOLICITATION PROCESS ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, among other things: (a) approving the Stalking Horse Agreement (as defined below) which will act as the stalking horse bid in the SISP (as defined below) (the “**Stalking Horse Bid**”), (b) approving the SISP (as defined below), and (c) granting certain related relief, was heard this day by judicial videoconference.

ON READING the Notice of Motion of the Applicant, the affidavit of Patrick Fejér sworn October 16, 2025 and the exhibits thereto (the “**First Fejér Affidavit**”), the affidavit of Patrick Fejér sworn October ●, 2025 and the exhibits thereto (the “**Second Fejér Affidavit**”), the First Report of KSV Restructuring Inc., in its capacity as monitor of the Applicant (the “**Monitor**”) dated ●, 2025 (the “**First Report**”), and on hearing the submissions of counsel for the Applicant, the Monitor and those other parties that were present as listed on the Participant Information Form, no other party appearing although duly served as appears from the Lawyer’s Certificate of Service of Saneea Tanvir dated October ●, 2025.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the First Fejér Affidavit, the Second Fejér Affidavit and the Amended and Restated Initial Order dated October 27, 2025 (as it may be amended from time to time, the “**Initial Order**”), as applicable.

STALKING HORSE AGREEMENT

3. **THIS COURT ORDERS** that the execution, delivery, entry into, compliance with, and performance by the Applicant of the Investment Agreement dated October ●, 2025 (the “**Stalking Horse Agreement**”) between the Applicant and Surbana Jurong Holdings (Canada) Ltd. (the “**Stalking Horse Bidder**”), substantially in the form attached as Exhibit “●” to the Second Fejér Affidavit is hereby ratified, authorized and approved, *nunc pro tunc*, with such minor amendments as the Applicant, with the consent of the Monitor, and the Stalking Horse Bidder may agree to in writing, and the bid made by the Stalking Horse Bidder pursuant to the Stalking Horse Agreement is hereby approved to act as the stalking horse bid under, and in accordance with, the SISP (as defined below), provided that nothing herein approves the sale or vesting of any Property to the Stalking Horse Bidder. The approval of any sale and vesting of any Property to the Stalking Horse Bidder shall be considered by this Court on a subsequent motion if the Stalking Horse Agreement is the Successful Bid pursuant to the SISP.

APPROVAL OF STALKING HORSE SALE PROCESS

4. **THIS COURT ORDERS** that the stalking horse sale process guidelines attached as Schedule “A” hereto (the “**SISP**”) (subject to such amendments as may be agreed to by the Monitor and the Applicant, in consultation with the Stalking Horse Bidder, in accordance with the SISP) be and is hereby approved and the Applicant and the Monitor are hereby authorized and directed to implement the SISP pursuant to its terms and the terms of this Order. The Applicant and the

Monitor are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order.

5. **THIS COURT ORDERS** that each of the Applicant and the Monitor and their respective affiliates, partners, directors, employees, agents, advisors, representatives and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of the Applicant or the Monitor, as applicable, in performing their obligations under the SISP, as determined by a final order of this Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.

6. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Applicant and the Monitor are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

7. **THIS COURT ORDERS** that notwithstanding anything contained in this Order or in the SISP, the Monitor shall not take Possession of the Property or be deemed to take Possession of the Property, including pursuant to any provision of the Environmental Legislation.

8. **THIS COURT ORDERS** that in supervising the SISP, the Monitor shall have all the benefits and protections granted to it under the CCAA, the Initial Order and any other Order of this Court in these proceedings.

PROTECTION OF PERSONAL INFORMATION

9. **THIS COURT ORDERS** that the Applicant is authorized and permitted to transfer to the Monitor personal information of identifiable individuals ("**Personal Information**") in the Applicant's custody and control solely for the purposes of assisting with and conducting the SISP, as applicable, and only to the extent necessary for such purposes, and the Monitor is hereby authorized to make use of such Personal Information solely for the purposes as if it were an Applicant.

10. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (Canada) and any similar legislation in any other applicable jurisdictions, the Applicant and the Monitor and each of their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each, a “**Potential Bidder**”) and their advisors Personal Information, including, without limitation, information in the custody or control of the Applicant relating to the operation of the businesses being sold pursuant to the SISP, records pertaining to the Applicant’s past and current employees and information on specific customers, but only to the extent desirable or required to negotiate or attempt to complete a transaction under the SISP (each a “**Transaction**”). Each Potential Bidder to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant or the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Applicant or the Monitor. Any successful bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction, shall be entitled to use the personal information provided to it that is related to the Business and/or the Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor or the Applicant.

GENERAL

11. **THIS COURT ORDERS** that, subject to the terms of the Stalking Horse Agreement, the Applicant, with the Stalking Horse Bidder’s consent, may from time to time apply to this Court to amend, vary or supplement this Order.

12. **THIS COURT ORDERS** that the Monitor may from time to time apply to this Court to amend, vary or supplement this Order.

13. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder and under the SISP.

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and are 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 that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings in any jurisdiction outside Canada, including, without limitation to apply for recognition and enforcement of this Order in the United States.

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern/Daylight Time on the date of this Order without the need for entry and/or filing.

Schedule “A”

Stalking Horse Sale Process

Introduction

On October 17, 2025, B+H Architects Corp. (the “**Applicant**”) commenced proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) pursuant to an initial order (as amended or amended and restated from time to time, the “**Initial Order**”) from the Ontario Superior Court of Justice, Commercial List (Toronto) (the “**Court**”). Pursuant to the Initial Order, the Court appointed KSV Restructuring Inc. as monitor of the Applicant (in such capacity, the “**Monitor**”).

The Applicant and Surbana Jurong Holdings (Canada) Ltd. (the “**Stalking Horse Bidder**”) have entered into an Investment Agreement dated October •, 2025 (the “**Stalking Horse Agreement**” or when referring to the bid, the “**Stalking Horse Bid**”), pursuant to which the Stalking Horse Bidder would acquire substantially all of the assets and business operations of the Applicant, and act as a stalking horse bidder in a court-supervised sale and investment solicitation process (the “**SISP**”) within the CCAA Proceedings.

Pursuant to an Order dated October 27, 2025 (the “**SISP Approval Order**”), the Court approved the SISP and the Stalking Horse Agreement as the Stalking Horse Bid in the SISP. The purpose of this SISP is to seek Sale Proposals (as defined herein) and Investment Proposals (as defined herein) from Qualified Bidders (as defined herein) and to implement one or a combination of them in respect of the Property (as defined herein) and the Business (as defined herein) of the Applicant.

The SISP describes, among other things: (a) the Property and Business available for sale; (b) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business; (c) the manner in which bidders become Phase 1 Qualified Bidders, Phase 2 Qualified Bidders and Successful Bidders (each as defined herein), and bids become Qualified Bids, Back-Up Bids and/or Successful Bids (each as defined herein); (d) the process for the evaluation of bids received; (e) the process for the ultimate selection of a Successful Bid; and (f) the process for obtaining such approvals (including the approval of the Court) as may be necessary or appropriate in respect of a Successful Bid.

Defined Terms

1. Capitalized terms used and not otherwise defined herein have the meanings given to them in **Appendix “A”**.
2. All references to “\$” or dollars herein are to Canadian dollars unless otherwise indicated.

Supervision of the SISP

3. The Monitor will supervise, in all respects, the SISP and any attendant sales or investments. The Monitor and the Applicant, in consultation with the Stalking Horse Bidder, shall have the right to adopt such other rules for the SISP that in their reasonable business judgment will better promote the goals of the SISP. In the event that there is disagreement or clarification required as to the interpretation or application of this SISP or the responsibilities of the Monitor or the Applicant hereunder, the Court will have jurisdiction to hear such matters and provide advice and directions, upon application by the Monitor or the Applicant. For the avoidance of doubt, with respect to the Monitor's role in regards to the SISP, the terms of the Initial Order concerning the Monitor's rights, duties and protections in the CCAA Proceedings shall govern.

Opportunity

4. The SISP is intended to solicit interest in and opportunities for a sale of or investment in all or part of the Property and Business of the Applicant (the "**Opportunity**"). One or more bids for a sale of, or an investment in, all or a portion of the Business or the Property relating to the Applicant's Business will be considered, either alone or in combination as a Final Qualified Bid or a Successful Bid.
5. A bid may, at the option of the Qualified Bidder, involve, among other things, one or more of the following: a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicant as a going concern; or a sale of the Property or any part thereof as contemplated herein to the Qualified Bidder.

As-is Basis

6. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Property or investment in the Business will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Applicant, the Monitor or any of their respective agents, advisors, representatives or estates, and, in the event of a sale, all of the right, title and interest of the Applicant in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests (collectively, the "**Claims and Interests**") pursuant to such Court orders as may be desirable, except to the extent otherwise set forth in the definitive sale or investment agreement executed with a Successful Bidder.

Timeline

7. The following table sets out the key milestones under the SISP (collectively, the "**Milestones**");

Milestone	Deadline
Teaser Letter and NDA sent to Known Potential Bidders	Commencing by October 20, 2025
Phase 1 Bid Deadline	November 17, 2025 at 5:00 p.m. (prevailing Eastern Time)
Phase 2 Bid Deadline	December 5, 2025 at 5:00 p.m. (prevailing Eastern Time)
Selection of Successful Bid(s) and Back-Up Bidder(s) or designation of Auction	December 8, 2025 at 5:00 p.m. (prevailing Eastern Time)
Auction Date (if designated)	December 10, 2025
Approval of Successful Bid(s)	December 17, 2025 at 5:00 p.m. (prevailing Eastern Time)
Closing – Successful Bid(s)	December 19, 2025 at 5:00 p.m. (prevailing Eastern Time)
Outside Date – Closing	December 31, 2025

The dates set out in the SISP may be extended by the Monitor, in consultation with the Applicant and the Stalking Horse Bidder, or by further order of the Court.

Any extensions or amendments to the Milestones will be communicated to all Known Potential Bidders or Phase 2 Potential Bidders, as applicable, in writing and such extensions or amendments shall be posted on the website the Monitor maintains in respect of this CCAA proceeding at ● (the “**Monitor’s Website**”).

Solicitation of Interest and Publication Notice

8. As soon as reasonably practicable:
 - (a) the Applicant and the Monitor will prepare a list of potential bidders, including (i) parties that have approached the Applicant or the Monitor indicating an interest in bidding for the sale of or investment in the Business and/or Property, (ii) local and international strategic and financial parties who the Applicant and the Monitor believe may be interested in purchasing all or part of the Business and Property or investing in the Applicant pursuant to the SISP; and (iii) any other parties reasonably suggested by a stakeholder as a potential bidder who may be interested in the Opportunity (collectively, “**Known Potential Bidders**”);
 - (b) the Applicant will issue a press release, in form acceptable to the Monitor, setting out the information regarding the Opportunity and the key terms of the SISP including the timelines and such other relevant information which the Applicant and the Monitor considers appropriate for dissemination in Canada and major financial centres in the United States; and

- (c) the Monitor, in consultation with the Applicant, will distribute: (i) a process summary (the “**Teaser Letter**”) describing the Opportunity and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) an NDA.
9. The Monitor will send the Teaser Letter and NDA to all Known Potential Bidders by end of day October 20, 2025 and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Applicant or the Monitor as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.
10. Notwithstanding anything else contained herein, unless the Monitor is satisfied that the fairness of the SISP is not impacted, a Related Person shall not be entitled to be a Phase 1 Qualified Bidder or a Phase 2 Qualified Bidder or submit or participate in a Sale Proposal or Investment Proposal unless such Related Person made a declaration to the Monitor in writing of their intention to participate in a Sale Proposal or Investment Proposal by 5:00 p.m. (prevailing Eastern Time) on October 31, 2025. The Monitor shall, in its discretion, design and implement additional procedures for the SISP to limit the sharing of information with such Related Person so as to ensure and preserve the fairness of the SISP. For greater certainty, this paragraph shall not apply to the Stalking Horse Bidder or the Stalking Horse Agreement.

PHASE 1: NON-BINDING LOIs

Qualified Bidders

11. Any party who wishes to participate in the SISP (a “**Potential Bidder**”) must provide to the Monitor an NDA executed by it and a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder, full disclosure of the direct and indirect principals of the Potential Bidder and information regarding the Potential Bidder’s financial ability to complete a transaction. If a Potential Bidder has previously delivered an NDA and letter of this nature to the Applicant and the NDA remains in effect, the Potential Bidder is not required to deliver a new NDA or letter to the Monitor unless otherwise requested by the Applicant or the Monitor.
12. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a “**Phase 1 Qualified Bidder**” if the Applicant and the Monitor in their reasonable business judgment determines such person is likely, based on the availability of financing, experience and other considerations, to be able to consummate a sale or investment pursuant to the SISP.
13. At any time during Phase 1 of the SISP, the Applicant and the Monitor may, in their reasonable business judgment, eliminate a Phase 1 Qualified Bidder from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a “Phase 1 Qualified Bidder” for the purposes of the SISP.
14. The Monitor, with the assistance of the Applicant, will provide access to an electronic data room of due diligence information (the “**Data Room**”). The Monitor, the Applicant and their respective affiliates, partners, directors, employees, agents, advisors, representatives and controlling persons make no representation or warranty as to the information contained in the Data Room or otherwise made available pursuant to the SISP or otherwise, except to the extent expressly contemplated in any definitive sale or investment agreement with a successful bidder ultimately executed and delivered by the Applicant.

15. The Applicant, in consultation with the Monitor, reserves the right to limit any Phase 1 Qualified Bidder's access to any confidential information (including any information in the data room) and to customers and suppliers of the Applicant, where, in the Applicant's opinion after consultation with the Monitor, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, the Business or the Property.
16. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Property and Business in connection with their participation in the SISP and any transaction they enter into with the Applicant.

Non-Binding Letters of Intent from Qualified Bidders

17. A Phase 1 Qualified Bidder that wishes to pursue the Opportunity further must deliver a non-binding letter of interest (an "**LOI**") to the Monitor at the addresses specified in Schedule "1" hereto (including by email transmission), so as to be received by them not later than 5:00 PM (Eastern Time) on or before November 17, 2025 (the "**Phase 1 Bid Deadline**").
18. Subject to paragraph 19, an LOI so submitted will be considered a qualified LOI (a "**Qualified LOI**") only if:
 - (a) it is received by the Monitor on or before the Phase 1 Bid Deadline from a Phase 1 Qualified Bidder;
 - (b) it: (i) identifies the Phase 1 Qualified Bidder and representatives thereof who are authorized to appear and act on behalf of the Phase 1 Qualified Bidder for all purposes regarding the transaction; and (ii) fully discloses the identity of each entity or person that will be sponsoring, participating in or benefitting from the transaction contemplated by the LOI;
 - (c) the LOI expressly states that the LOI does not entitle the Phase 1 Qualified Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement;
 - (d) it contains an indication of whether the Phase 1 Qualified Bidder is proposing:
 - (i) to acquire all, substantially all or a portion of the Property (a "**Sale Proposal**"), or
 - (ii) a recapitalization, arrangement or other form of investment in or reorganization of the Business (an "**Investment Proposal**");
 - (e) in the case of a Sale Proposal, it identifies or contains the following:
 - (i) the purchase price or price range in Canadian dollars and a description of any non-cash consideration, including details of any liabilities to be assumed by the Phase 1 Qualified Bidder and key assumptions supporting the valuation;

- (ii) a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;
 - (iii) a description of the Phase 1 Qualified Bidder's proposed treatment of material agreements and employees (for example, anticipated employment offers);
 - (iv) a specific indication of the financial capability of the Phase 1 Qualified Bidder and the expected structure and financing of the transaction (including, but not limited to, the sources of financing to fund the acquisition, preliminary evidence of the availability of such financing or such other form of financial disclosure and credit-quality support or enhancement that will allow the Applicant and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction and to perform all obligations to be assumed in such transaction; and the steps necessary and associated timing to obtain financing and any related contingencies, as applicable);
 - (v) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;
 - (vi) an outline of any additional due diligence required to be conducted in order to submit a Bid;
 - (vii) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its Bid, including without limitation any regulatory approvals and any form of agreement required from a government body, stakeholder or other third party ("**Third Party Agreement**") and an outline of the principal terms thereof; and
 - (viii) any other terms or conditions of the Sale Proposal that the Phase 1 Qualified Bidder believes are material to the transaction;
- (f) in the case of an Investment Proposal, it identifies the following:
- (i) a description of how the Phase 1 Qualified Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the Business in Canadian dollars, including the cash and non-cash component thereof and any contemplated adjustment to the investment;
 - (iii) key assumptions supporting the Phase 1 Qualified Bidders' valuation;
 - (iv) a description of the Phase 1 Qualified Bidder's proposed treatment of any liabilities, material contracts and employees;

- (v) the underlying assumptions regarding the pro forma capital structure (including the form and amount of anticipated equity and/or debt levels, debt service fees, interest or dividend rates, amortization, voting rights or other protective provisions (as applicable), redemption, prepayment or repayment attributes and any other material attributes of the investment);
 - (vi) a specific indication of the sources of capital for the Phase 1 Qualified Bidder and the structure and financing of the transaction (including, but not limited to, the sources of capital to fund the investment, preliminary evidence of the availability of such capital or such other form of financial disclosure and credit-quality support or enhancement that will allow the Applicant and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction, steps necessary and associated timing to obtain such capital and any related contingencies, as applicable, and a sources and uses analysis);
 - (vii) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;
 - (viii) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;
 - (ix) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any Third Party Agreement required and an outline of the principal terms thereof; and
 - (x) any other terms or conditions of the Investment Proposal which the Phase 1 Qualified Bidder believes are material to the transaction;
- (g) in the case of either a Sale Proposal or an Investment Proposal, it demonstrates compliance with the ownership and other requirements of the *Architects Act*, RSO 1990, c. A.26;
 - (h) in the case of either a Sale Proposal or an Investment Proposal, it contains such other information as reasonably requested by the Applicant or the Monitor.
19. The Applicant and the Monitor may waive compliance with any one or more of the requirements specified above and deem such non-compliant bids to be a Qualified LOI. For the avoidance of doubt, the completion of any Sale Proposal or Investment Proposal shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived.

Assessment of Phase 1 Bids

20. Following the Phase 1 Bid Deadline, the Applicant and the Monitor will assess the LOIs obtained by the Phase 1 Bid Deadline to determine whether they are Qualified LOIs that meet the criteria set out in paragraph 18 above and, to the extent required, they may request

clarification of the terms of such LOI. In respect of each Qualified LOI, the Applicant and the Monitor will consider (the “**LOI Assessment Criteria**”):

- (a) whether the Phase 1 Qualified Bidder that has submitted a Qualified LOI (each, an “**LOI Bidder**”): (i) has a *bona fide* interest in completing a Sale Proposal or Investment Proposal (as the case may be); (ii) has provided satisfactory evidence of its financial capability (based on availability of financing, experience and other considerations) to consummate such a transaction based on the financial information provided; and (iii) has provided satisfactory evidence of its capability to consummate the transaction considering the ownership and other requirements of the *Architects Act*, RSO 1990, c. A.26; and
- (b) whether the LOI Bidder is likely to be considered a Phase 2 Qualified Bidder (defined below).

21. If one or more Qualified LOIs are received then:

- (a) if at least one such Qualified LOI alone or together with other Qualified LOIs are, in the opinion of the Applicant and the Monitor, superior to or competitive with the Stalking Horse Bid based on the LOI Assessment Criteria and Assessment Criteria (as defined below) or if it is otherwise appropriate to do so in their reasonable business judgment, then the Applicant and the Monitor may select such Qualified LOI or Qualified LOIs to continue to Phase 2, with each such bidder deemed to be a “**Phase 2 Qualified Bidder**”, provided that (i) the Applicant and the Monitor may, in their reasonable business judgment, limit the number of Phase 2 Qualified Bidders (and thereby eliminate some bidders from the process) taking into account any material adverse impact on the operations and performance of the Applicant; and (ii) the Stalking Horse Bidder shall automatically be considered as a Phase 2 Qualified Bidder; or
- (b) if no Qualified LOIs alone or together with other Qualified LOIs are, in the opinion of both the Applicant and the Monitor, superior to or competitive with the Stalking Horse Bid based on the LOI Assessment Criteria and Assessment Criteria, and no bidder other than the Stalking Horse Bidder is deemed to be a Phase 2 Qualified Bidder, then the Applicant and the Monitor may deem the Stalking Horse Bid to be the Successful Bid and apply to the Court for approval of the Stalking Horse Bid (in which case, for greater certainty, the SISP shall not proceed to Phase 2 nor shall an Auction be held in respect of the Property or the Business).

22. The Applicant and the Monitor shall notify the Stalking Horse Bidder and any Phase 2 Qualified Bidders of the Applicant’s intention to conduct Phase 2 by no later than November 24, 2025.

PHASE 2: FORMAL OFFERS AND SELECTION OF SUCCESSFUL BIDDER

Due Diligence

23. The Applicant and the Monitor shall in their reasonable business judgment and subject to competitive and other business considerations, continue to afford each Phase 2 Qualified Bidder such access to due diligence materials and information relating to the Property and Business as they deem appropriate. Due diligence access may include management

presentations, access to an electronic data room, and other matters which a Phase 2 Qualified Bidder may reasonably request and as to which the Applicant and the Monitor, in their reasonable business judgment, may agree. The Monitor will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Phase 2 Qualified Bidders and the manner in which such requests must be communicated. None of the Applicant or the Monitor will be obligated to furnish any information relating to the Property or Business to any person other than to Phase 2 Qualified Bidders. Further and for the avoidance of doubt, selected due diligence materials may be withheld from certain Phase 2 Qualified Bidders if the Applicant and the Monitor determine such information to represent proprietary or sensitive competitive information.

Formal Binding Offers

24. A Phase 2 Qualified Bidder that wishes to make a formal offer to purchase or make an investment in the Applicant or the Property and Business shall submit a final and binding offer (a “**Bid**”) to the Monitor at the addresses specified in Schedule “1” hereto (including by email transmission), so as to be received by them not later than 5:00 PM (Eastern Time) on or before December 5, 2025 (the “**Phase 2 Bid Deadline**”).
25. Subject to paragraph 27, a Bid so submitted will be considered a Qualified Bid (as defined below) only if it complies with all of the following requirements (the “**Qualified Bid Requirements**”):
 - (a) the Bid shall comply with all of the requirements set forth in respect of Phase 1 Qualified LOIs;
 - (b) in the case of an Investment Proposal, the Bid shall be accompanied by a redline to the Stalking Horse Agreement;
 - (c) the Bid (either individually or in combination with other bids that make up one Bid) is an offer to purchase or make an investment in some or all of the Property or Business and is consistent with any necessary terms and conditions communicated to Phase 2 Qualified Bidders;
 - (d) the Bid includes a letter stating that the Phase 2 Qualified Bidder’s offer is irrevocable until the selection of the Successful Bidder (as defined below), provided that if such Phase 2 Qualified Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;
 - (e) the Bid includes duly authorized and executed transaction agreements, including the purchase price, investment amount and any other key economic terms expressed in Canadian dollars (the “**Purchase Price**”), together with all exhibits and schedules thereto, all applicable ancillary agreements with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements), and proposed order to approve the sale by the Court, together with blacklines to any model documents provided by the Applicant and uploaded onto the Data Room;
 - (f) the Bid alone or together with other Bids must have a proposed Purchase Price (i) equal to or greater than that contained in the Stalking Horse Bid plus \$100,000, (ii)

must include cash consideration, payable in an amount sufficient to fully satisfy all outstanding amounts secured by each of the Court-ordered charges granted in the CCAA Proceedings as of the date of closing (such amount, the “**Charge Payout Amount**”) (to the extent such amount is not duplicative of the Purchase Price contained in the Stalking Horse Bid), and (iii) cash to administer the wind-up of the Applicant in the amount of \$100,000 (plus HST);

- (g) the Bid includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Applicant and the Monitor to make a determination as to the Phase 2 Qualified Bidder’s financial and other capabilities to consummate the proposed transaction;
- (h) the Bid is not conditioned on: (i) the outcome of unperformed due diligence by the Phase 2 Qualified Bidder, apart from, to the extent applicable, the disclosure of due diligence materials that represent proprietary or sensitive competitive information which was withheld in Phase 2 from the Phase 2 Qualified Bidder; and/or (ii) obtaining financing;
- (i) the Bid fully discloses the identity of each entity that will be entering into the transaction or the financing (including through the issuance of debt in connection with such Bid), or that is participating or benefiting from such Bid, and such disclosure shall include, without limitation: (i) in the case of a Phase 2 Qualified Bidder formed for the purposes of entering into the proposed transaction, the identity of each of the actual or proposed direct or indirect equity holders of such Phase 2 Qualified Bidder and the terms and participation percentage of such equity holder’s interest in such Bid; and (ii) the identity of each entity that has or will receive a benefit from such Bid from or through the Phase 2 Qualified Bidder or any of its equity holders and the terms of such benefit;
- (j) the Bid includes a commitment by the Phase 2 Qualified Bidder to provide a deposit in the amount of not less than 10% of the Purchase Price (the “**Deposit**”) upon the Phase 2 Qualified Bidder being selected as the Successful Bidder or the Back-Up Bidder, which shall be promptly paid to the Monitor in trust following, and in any event, no later than two (2) days after, such selection, and shall be held by the Monitor in accordance with paragraph 41 of this SISP;
- (k) the Bid includes acknowledgements and representations of the Phase 2 Qualified Bidder that: (i) the transaction is on an “as is, where is” basis; (ii) it has had an opportunity to conduct any and all due diligence regarding the Property, Business and the Applicant prior to making its offer (apart from, to the extent applicable, the disclosure of due diligence materials that represent proprietary or sensitive competitive information which were withheld in Phase 2 from the Phase 2 Qualified Bidder); (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Bid; (iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business, Property, or the Applicant or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by the Applicant;

- (l) the Bid includes evidence, in form and substance reasonably satisfactory to the Applicant and to the Monitor, of authorization and approval from the Phase 2 Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction agreement(s) submitted by the Phase 2 Qualified Bidder;
 - (m) the Bid contains other information required by the Applicant or the Monitor including, without limitation, such additional information as may be required in the event that an auction of certain Property is to be conducted; and
 - (n) the Bid is received by the Phase 2 Bid Deadline.
26. Following the Phase 2 Bid Deadline, the Applicant and the Monitor will assess the Bids received. The Applicant and the Monitor will designate any Bids that comply with the foregoing Qualified Bid Requirements to be "**Qualified Bids**".
27. Only Phase 2 Qualified Bidders whose Bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s). The Stalking Horse Bid shall automatically be considered as a Qualified Bid for the purposes of this SISP and the Auction notwithstanding that it does not meet any one or more of the requirements set out in paragraph 25 (including, for greater certainty, the requirement to provide a Deposit).
28. The Applicant and the Monitor may waive strict compliance with any one or more of the requirements specified above (other than the requirement set out in paragraph 24(f), which requirement may only be waived with the consent of the Stalking Horse Purchaser, acting reasonably) and deem such non-compliant Bids to be a Qualified Bid.
29. The Applicant and the Monitor may aggregate separate Bids from unaffiliated Phase 2 Qualified Bidders to create one "Qualified Bid" if in their reasonable business judgment it may be possible to do so.

Selection of Successful Bid

30. A Qualified Bid will be valued based upon several factors, including, without limitation, items such as the following (together with the Qualified Bid Requirements, the "**Assessment Criteria**"):
- (a) the Purchase Price and the net value provided by such bid;
 - (b) the composition of the consideration proposed to be used to satisfy the Purchase Price (it being understood that cash is a superior form of consideration and that credit bid consideration shall be considered equivalent to cash for these purposes);
 - (c) whether the Phase 2 Qualified Bidder has a *bona fide* interest in completing a Sale Proposal or Investment Proposal (as the case may be);
 - (d) whether the Phase 2 Qualified Bidder has provided satisfactory evidence of its financial capability (based on availability of financing, experience and other considerations) to consummate a Sale Proposal or Investment Proposal (as the case may be) based on the financial information provided;

- (e) whether the Phase 2 Qualified Bidder has provided satisfactory evidence of its capability to consummate the transaction considering the ownership and other requirements of the *Architects Act*, RSO 1990, c. A.26;
 - (f) the claims likely to be created by such bid in relation to other bids;
 - (g) the identity, circumstances and ability of the Phase 2 Qualified Bidder to successfully complete such transactions;
 - (h) the proposed transaction documents;
 - (i) the effects of the bid on the stakeholders of the Applicant;
 - (j) the ability of the purchaser to complete the transaction on or before the Outside Date;
 - (k) any other factors affecting the speed, certainty and value of the transaction (including any conditions, regulatory approvals or third party contractual arrangements required to close the transactions);
 - (l) the assets included or excluded from the bid;
 - (m) any related restructuring costs; and
 - (n) the likelihood and timing of consummating such transactions,
- each as determined by the Applicant and the Monitor.
31. The Applicant, in consultation with the Monitor, will review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated between the Applicant, in consultation with the Monitor, and the applicable Phase 2 Qualified Bidder, and may be amended, modified or varied to improve such Phase 2 Qualified Bid as a result of such negotiations.
 32. To the extent that no Qualified Bids (other than the Stalking Horse Bid) are received by the Phase 2 Bid Deadline, then, no later than 5:00 p.m. (prevailing Eastern Time) on December 8, 2025, the Stalking Horse Bid will be identified as the highest or otherwise best bid (the “**Successful Bid**” and the Phase 2 Qualified Bidder making such Successful Bid, the “**Successful Bidder**”) for the Property and Business contemplated in the Stalking Horse Bid and the SISP shall not proceed to an Auction.
 33. In the event there is one or more Qualified Bid, in addition to the Stalking Horse Bid, then, no later than 5:00 p.m. (prevailing Eastern Time) on December 8, 2025, the Applicant and the Monitor will, based on the Assessment Criteria, either determine the Stalking Horse Bid is the Successful Bid in respect of the relevant assets or determine that the Successful Bid in respect of such assets will be identified through an Auction or such other process as recommended by the Monitor and may be agreed to by the Applicant and the Stalking Horse Bidder.
 34. If the Stalking Horse Bid is selected as the Successful Bid without designating an Auction, then the Applicant and Monitor may accept one or more Qualified Bids conditional upon

the failure of the transaction(s) contemplated by the Successful Bid(s) to close and subject to approval by the Court (the “**Back-up Bid**” and the Phase 2 Qualified Bidder making such Back-up Bid, the “**Back-Up Bidder**”).

35. If the Applicant and Monitor designate an Auction, then:
- (a) any such Auction will be conducted in accordance with procedures to be determined by the Applicant and the Monitor, acting reasonably, and notified to the applicable Qualified Bidders no less than 24 hours prior to the commencement of the Auction;
 - (b) any such Auction will commence at a time to be designated by the Applicant and the Monitor, no later than 12:00 p.m. (prevailing Eastern Time) on December 10, 2025, or such other date or time as may be determined by the Applicant and the Monitor, acting reasonably, and such Auction may, in the discretion of the Applicant and the Monitor, be held virtually via videoconference, teleconference or such other reasonable means as the Applicant and Monitor deems appropriate; and
 - (c) the Applicant and Monitor may accept one or more Qualified Bids as a Successful Bid(s) and one or more Qualified Bids as a Back-Up Bid(s) no later than 5:00 p.m. (prevailing Eastern Time) on December 10, 2025. The Stalking Horse Bid shall not be required to serve as a Back-Up Bid. The determination of any Successful Bid or Back-Up Bid by the Applicant and the Monitor shall be subject to approval by the Court.
36. The Successful Bid(s) must close no later than the Outside Date. If any Back-Up Bid is identified in accordance with this SISP, then such Back-Up Bid shall remain open until the date (the “**Back-Up Bid Outside Date**”) on which the transaction contemplated by the respective Successful Bid is consummated or such earlier date as the Applicant and Monitor determine. If the transactions contemplated by a Successful Bid have not closed by the Outside Date or a Successful Bid is terminated for any reason prior to the Outside Date, then the Applicant and Monitor may elect to proceed with completing the transactions contemplated by a Back-Up Bid and will promptly seek to close the transaction contemplated by such Back-Up Bid. In such event, the applicable Back-Up Bid will be deemed to be a Successful Bid.
37. The Applicant shall have no obligation to enter into a Successful Bid (provided that nothing herein affects the Applicant’s obligations under the Stalking Horse Agreement), and it reserves the right, after consultation with the Monitor, to reject any or all Phase 2 Qualified Bids (save and except for the Stalking Horse Bid). If no other Phase 2 Qualified Bidder is chosen as the Successful Bid, the Stalking Horse Bid shall be the Successful Bid.

Approval of Successful Bid

38. The Applicant will bring one or more motions before the Court (each such motion, an “**Approval Motion**”) for one or more orders:
- (a) approving the Successful Bid(s) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby (and

such order shall also approve the Back-Up Bid(s), if any, should the applicable Successful Bid(s) not close for any reason); and

- (b) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the applicable Successful Bid(s) to vest title to any purchased assets in the name of the Successful Bidder(s) and/or vesting unwanted liabilities out of the Applicant (collectively, the "**Approval Order(s)**").
39. The Approval Motion(s) will be held on date(s) to be scheduled by the Applicant and confirmed by the Court. The Applicant, in consultation with the Monitor and the Stalking Horse Bidder, may adjourn or reschedule any Approval Motion without further notice, by an announcement of the adjourned or rescheduled date at the applicable Approval Motion or in a notice to the service list of the CCAA Proceedings prior to the applicable Approval Motion.
 40. All Qualified Bids (other than the Successful Bid(s) but including the Back-Up Bid(s)) will be deemed rejected on and as of the date of the closing of the final Successful Bid, with no further or continuing obligation of the Applicant to any unsuccessful Qualified Bidders.
 41. Any Deposit(s) shall be held by the Monitor in an interest bearing account. A Deposit paid by a Successful Bidder shall be dealt with in accordance with the definitive documents for the transactions contemplated by the applicable Successful Bid. Deposits, and any interest thereon, paid by Phase 2 Qualified Bidders not selected as either a Successful Bidder or a Back-Up Bidder shall be returned to such Phase 2 Qualified Bidders within three (3) business days of Court approval of the Successful Bid(s). In the case of Back-Up Bid(s), the Deposit and any interest earned thereon shall be retained by the Monitor until the Back-Up Bid Outside Date and returned to the Back-Up Bidder within three (3) business days thereafter or, if a Back-Up Bid becomes a Successful Bid, shall be dealt with in accordance with the definitive documents for the transaction contemplated by the Back-Up Bid.

Confidentiality, Stakeholder/Bidder Communication and Access to Information

42. All discussions regarding an LOI, Bid, Sale Proposal or Investment Proposal must be directed through the Monitor. Under no circumstances should the management of the Applicant or any stakeholder of the Applicant be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process.
43. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Phase 1 Qualified Bidders, Phase 2 Qualified Bidders, Phase 2 Qualified Bids, the details of any bids submitted or the details of any confidential discussions or correspondence between the Applicant, the Monitor, and such other bidders or Potential Bidders in connection with the SISP, except to the extent the Applicant, with the approval of the Monitor and consent of the applicable participants, are seeking to combine separate bids from Phase 1 Qualified Bidders or Phase 2 Qualified Bidders.
44. The Monitor may consult with the legal and financial advisers to parties with a material interest in the CCAA proceedings regarding the status of the SISP to the extent considered appropriate (subject to taking into account, among other things, whether any particular party is a Potential Bidder, Phase 1 Qualified Bidder, Phase 2 Qualified Bidder or other

participant or prospective participant in the SISP or involved in a bid), provided that any such party has entered into confidentiality arrangements satisfactory to the Monitor.

Supervision of the SISP

45. The Monitor will participate in the conduct of the SISP in the manner set out in this SISP Process Outline and the Initial Order and is entitled to receive all information in relation to the SISP.
46. This SISP does not, and will not be interpreted to create any contractual or other legal relationship between the Applicant and any Phase 1 Qualified Bidder, any Phase 2 Qualified Bidder or any other party, other than as specifically set forth in a definitive agreement that may be signed with the Applicant.
47. The Applicant and the Monitor and their respective counsel shall not have any liability whatsoever to any person or entity, including without limitation any potential bidder, Phase 1 Qualified Bidder, Phase 2 Qualified Bidder, Back-Up Bidder, Successful Bidder or any other creditor or stakeholder, as a result of implementation or otherwise in connection with this SISP, except to the extent that any such liabilities result from the gross negligence or wilful misconduct of the Applicant or the Monitor, as applicable, as determined by a final order of the Court. Further, no person or entity, including without limitation any potential bidder, Phase 1 Qualified Bidder, Phase 2 Qualified Bidder, Back-Up Bidder, Successful Bidder or any other creditor or stakeholder shall have any claim against the Applicant or the Monitor or their respective affiliates, partners, directors, employees, agents, advisors, representatives and controlling persons in respect of the SISP for any reason whatsoever, except to the extent that such claim is the result of gross negligence or wilful misconduct by the Applicant or the Monitor, as applicable, as determined by a final order of the Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.
48. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any LOI, Phase 2 bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.
49. The Applicant and the Monitor shall have the right to modify the SISP, in consultation with the Stalking Horse Bidder, if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the Service List in this CCAA Proceeding shall be advised of any substantive modification to the procedures set forth herein.
50. All bidders shall be deemed to have consented to the jurisdiction of the Court in connection with any disputes relating to the SISP, including the qualification of bids, the construction and enforcement of the SISP, and closing, as applicable.

APPENDIX A**DEFINED TERMS**

- (a) “**Applicant**” is defined in the introduction hereto.
- (b) “**Approval Motion**” is defined in paragraph 38.
- (c) “**Approval Order**” is defined in paragraph 38.
- (d) “**Back-Up Bid**” is defined in paragraph 34.
- (e) “**Back-Up Bidder**” is defined in paragraph 34.
- (f) “**Back-Up Bid Outside Date**” is defined in paragraph 36.
- (g) “**Bid**” is defined in paragraph 24.
- (h) “**Business**” means the business of the Applicant.
- (i) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
- (j) “**CCAA**” is defined in the introduction hereto.
- (k) “**Charge Payout Amount**” is defined in paragraph 25(f).
- (l) “**Claims and Interests**” is defined in paragraph 6.
- (m) “**Court**” is defined in the introduction hereto.
- (n) “**Data Room**” is defined in paragraph 14.
- (o) “**Deposit**” is defined in paragraph 25(j).
- (p) “**Initial Order**” is defined in the introductions hereto.
- (q) “**Investment Proposal**” is defined in paragraph 18(d)(ii).
- (r) “**Known Potential Bidders**” is defined in paragraph 8(a).
- (s) “**LOI**” is defined in paragraph 17.
- (t) “**LOI Assessment Criteria**” is defined in paragraph 20.
- (u) “**LOI Bidder**” is defined in paragraph 20(a).
- (v) “**Milestones**” is defined in paragraph 7.
- (w) “**Monitor**” is defined in the introduction hereto.
- (x) “**Monitor’s Website**” is defined in paragraph 7.

- (y) “**NDA**” means a non-disclosure agreement in form and substance satisfactory to the Monitor and the Applicant, which will inure to the benefit of any purchaser of the Property or any investor in the Business or the Applicant.
- (z) “**Opportunity**” is defined in paragraph 4.
- (aa) “**Outside Date**” means December 31, 2025, or such later date as may be agreed to by the Applicant and the Monitor.
- (bb) “**Phase 1 Bid Deadline**” is defined in paragraph 17.
- (cc) “**Phase 1 Qualified Bidder**” is defined in paragraph 12.
- (dd) “**Phase 2 Bid Deadline**” is defined in paragraph 24.
- (ee) “**Phase 2 Qualified Bidder**” is defined in paragraph 21(a).
- (ff) “**Potential Bidder**” is defined in paragraph 11.
- (gg) “**Property**” means all of property, assets and undertakings of the Applicant.
- (hh) “**Purchase Price**” is defined in paragraph 25(e).
- (ii) “**Qualified Bids**” is defined in paragraph 26.
- (jj) “**Qualified LOI**” is defined in paragraph 18.
- (kk) “**Related Person**” means any person within the meaning of “related person” in the *Bankruptcy and Insolvency Act* (Canada).
- (ll) “**Sale Proposal**” is defined in paragraph 18(d)(i).
- (mm) “**Stalking Horse Agreement**” is defined in the introduction hereto.
- (nn) “**Stalking Horse Bid**” is defined in the introduction hereto.
- (oo) “**Stalking Horse Bidder**” is defined in the introduction hereto.
- (pp) “**Successful Bid**” is defined in paragraph 32.
- (qq) “**Successful Bidder**” is defined in paragraph 32.
- (rr) “**Teaser Letter**” is defined in paragraph 8(c).
- (ss) “**Third Party Agreement**” is defined in paragraph 18(e)(vii).

APPENDIX B**Address for Submitting LOI / Phase 2 Bid****Monitor:**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF
COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

236
Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**SALE AND INVESTMENT
SOLICITATION PROCESS ORDER**

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Lawyers for the Applicant, B+H Architects
Corp.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**AFFIDAVIT OF PATRICK FEJÉR
(Sworn October 16, 2025)**

McCarthy Tétrault LLP
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E-mail: stanvir@mccarthy.ca

Lawyers for the Applicant,
B+H Architects Corp.

TAB 3

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF B+H ARCHITECTS CORP.**

Applicant

CONSENT

KSV Restructuring Inc. hereby consents to act as monitor in these proceedings should the Initial Order be granted by the Court.

DATED at Toronto this 15th day of October, 2025.

KSV RESTRUCTURING INC.

Per: 

Name: Noah Goldstein
Title: Managing Director

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF
A PLAN OF COMPROMISE OR ARRANGEMENT OF B+H ARCHITECTS CORP.**

Court File No. CL-25-00753537-0000

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced in Toronto

CONSENT

McCarthy Tétrault LLP

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Lawyers for the Applicant, B+H Architects Corp.

TAB 4

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 17TH
	)	
JUSTICE	)	DAY OF OCTOBER, 2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the “**Applicant**”)

INITIAL ORDER

THIS APPLICATION, made by the Applicant for an initial order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) was heard this day by judicial videoconference.

ON READING the affidavit of Patrick Fejer sworn October 16, 2025 and the Exhibits thereto (the “**Fejer Affidavit**”), the consent of KSV Restructuring Inc. (“**KSV**”) to act as the monitor (in such capacity, the “**Monitor**”) and the Pre-Filing Report of KSV in its capacity as the proposed Monitor, and on hearing the submissions of counsel for the Applicant, KSV, and such other parties as listed on the Participant Information Form,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected

creditor under any plan of compromise or arrangement (a “**Plan**”) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. **THIS COURT ORDERS** that the Applicant shall 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 employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the date of this Order pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; 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 realty, municipal business 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 and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is 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 Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

9. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (b) pursue all avenues of refinancing, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

10. **THIS COURT ORDERS** that until and including October 27, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating to the Arbitral Award (as defined in the Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that 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 Applicant or the Monitor, or their respective employees, advisors or representatives acting in

such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is 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 security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

12. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates 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 Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

14. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the date of this Order with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicant in respect of obligations arising prior to the date of this Order with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of this Order, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

15. **THIS COURT ORDERS** that, notwithstanding anything else 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 date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant 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 Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

18. **THIS COURT ORDERS** that the current and future directors and officers of the Applicant 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 \$460,000, as security for the indemnity provided in paragraph 17 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 35 and 37 herein.

19. **THIS COURT ORDERS** that, 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 Applicant's 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 17 of this Order.

APPOINTMENT OF MONITOR

20. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant 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.

21. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant’s 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) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in

- accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting in accordance with the Definitive Documents;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis in accordance with the Definitive Documents;
 - (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant wherever located, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
 - (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
 - (g) perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

22. **THIS COURT ORDERS** that 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, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

23. **THIS COURT ORDERS** that nothing herein contained shall require 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety 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. 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.

24. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant 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 Applicant is 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 Applicant may agree.

25. **THIS COURT ORDERS** that, 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 protections afforded the Monitor by the CCAA or any applicable legislation.

26. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the date of this Order, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

27. **THIS COURT ORDERS** that 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 Commercial List of the Ontario Superior Court of Justice.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant's counsel 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 professional fees and disbursements incurred at their standard rates and charges, whether incurred prior to, on or after the date of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

DIP FINANCING

29. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Surbana Jurong Holdings (Canada) Ltd. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$1,700,000 unless permitted by further Order of this Court.

30. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of October ●, 2025 (the "**Commitment Letter**"), filed.

31. **THIS COURT ORDERS** that the Applicant is 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 Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

32. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 35 and 37 hereof.

33. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

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

34. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the DIP Lender's Charge (collectively, the "**Charges**"), 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 \$460,000); and

Third – DIP Lender’s Charge (to the maximum amount of \$1,700,000 plus interest and fees).

36. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person, provided that the Charges shall rank behind valid Encumbrances in favour of any Persons that have not been served with notice of this application.

38. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

39. **THIS COURT ORDERS** that the Charges, the Commitment Letter and the Definitive Documents 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**”) and/or the DIP Lender thereunder 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 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, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, 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 Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant 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 Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the Commitment Letter 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.

SERVICE AND NOTICE

40. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant 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, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

41. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this

proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

42. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ●.

43. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute 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, e-mail or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery, e-mail or facsimile 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.

GENERAL

44. **THIS COURT ORDERS** that the comeback motion shall be heard on October 27, 2025.

45. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation or application of this Order.

46. **THIS COURT ORDERS** that 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 Applicant, the Business or the Property.

47. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

48. **THIS COURT ORDERS** that each of the Applicant 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 that 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.

49. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

258
Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

INITIAL ORDER

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Lawyers for the Applicant,
B+H Architects Corp.

TAB 5

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ~~WEEKDAY~~FRIDAY, THE #17TH
)
JUSTICE) DAY OF ~~MONTH~~OCTOBER, ~~20YR~~2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ~~ARRANGEMENT~~
~~OF [APPLICANT'S NAME] (the "Applicant")~~
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the "Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, for an initial order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by judicial videoconference.

ON READING the affidavit of ~~[NAME]~~Patrick Fejer sworn ~~[DATE]~~October 16, 2025 and the Exhibits thereto, ~~and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice~~ (the "Fejer Affidavit"), the consent of KSV Restructuring Inc. ("KSV") to act as the monitor (in such capacity, the "Monitor") and the Pre-Filing Report of KSV in its capacity as the proposed Monitor, and on hearing the submissions of counsel for ~~[NAMES]~~, ~~no one appearing for [NAME][†] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [MONITOR'S~~

[†] ~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

~~NAME]~~ to act as the Monitor, the Applicant, KSV, and such other parties as listed on the Participant Information Form,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

~~PLAN OF ARRANGEMENT~~

~~3. THIS COURT ORDERS that the Applicant 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

3. ~~4.~~ **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems

² ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

4. ~~5.~~ **[THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system³ currently in place ~~as described in the Affidavit of [NAME] sworn [DATE] or~~ or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under ~~the any plan of compromise or arrangement (a "Plan")~~ with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.]

5. ~~6.~~ **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; ~~;~~ and

³ ~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

- (c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

6. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. ~~8.~~ **THIS COURT ORDERS** that the Applicant shall 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 employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) ~~Quebec Pension Plan, and (iv) income taxes;~~ income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the date of this Order pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, ~~"Sales Taxes"~~) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected

after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order⁴; 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 realty, municipal business 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 and which are attributable to or in respect of the carrying on of the Business by the Applicant.

~~9. THIS COURT ORDERS that until a real property lease is disclaimed [or resiliated]⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.~~

8. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is 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 Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

⁴ ~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

RESTRUCTURING

9. ~~11.~~ **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

~~(a) permanently or temporarily cease, downsize or shut down any of its business or operations, [and to dispose of redundant or non-material assets not exceeding \$● in any one transaction or \$● in the aggregate]~~⁵

(a) ~~(b)~~ terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate~~];~~ and

(b) ~~(c)~~ pursue all avenues of refinancing ~~of, restructuring, selling or reorganizing~~ its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

~~12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims [or resiliates] the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under~~

⁵ Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

~~such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer [or resiliation] of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~13. THIS COURT ORDERS that if a notice of disclaimer [or resiliation] is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer [or resiliation], the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

10. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE — MAX. 30 DAYS]~~ October 27, 2025, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating to the Arbitral Award (as defined in the Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~15.~~ **THIS COURT ORDERS** that 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 Applicant or the Monitor, or their respective employees, advisors or representatives acting in

such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is 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 security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

12. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

13. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates 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 Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

14. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the date of this

Order with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicant in respect of obligations arising prior to the date of this Order with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of this Order, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

15. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant 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~~Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. ~~20.~~ **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

of the Applicant after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the ~~director's or officer's~~ director's or officer's gross negligence or wilful misconduct.

18. ~~21.~~ **THIS COURT ORDERS** that the current and future directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the ~~"Directors' Charge"~~ "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$~~460,000~~, as security for the indemnity provided in paragraph ~~120~~ 17 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~138~~ 35 and ~~140~~ 37 herein.

19. ~~22.~~ **THIS COURT ORDERS** that, 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 Applicant's 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 ~~120~~ 17 of this Order.

APPOINTMENT OF MONITOR

20. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~ KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant 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.

⁷ ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

⁸ ~~Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

21. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~Applicant's 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) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel ~~on a [TIME INTERVAL] basis~~ of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting ~~on a basis to be agreed~~in accordance with the ~~DIP Lender~~Definitive Documents;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, ~~but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender~~ in accordance with the Definitive Documents;
- ~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~
- ~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~
- (e) ~~(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 Applicant wherever located, to the extent that is necessary to adequately assess the ~~Applicant's~~Applicant's business and financial affairs or to perform its duties arising under this Order;

(f) ~~(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; and

(g) ~~(i)~~ perform such other duties as are required by this Order ~~or, such other orders of the Court, or as otherwise required~~ by this Court from time to time.

22. ~~25.~~ **THIS COURT ORDERS** that 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, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

23. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety 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. The Monitor shall not, as a result of this Order or anything done in pursuance of the ~~Monitor's~~ 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.

24. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant 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 Applicant is 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 Applicant may agree.

25. ~~28.~~ **THIS COURT ORDERS** that, 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 protections afforded the Monitor by the CCAA or any applicable legislation.

26. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the date of this Order, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a ~~[TIME INTERVAL]~~ basis weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers ~~in the amount[s] of \$●[-], respectively,~~ nunc pro tunc, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

27. ~~30.~~ **THIS COURT ORDERS** that 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 Commercial List of the Ontario Superior Court of Justice.

28. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and the Applicant's counsel 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 professional fees and disbursements incurred at ~~the~~ their standard rates and charges ~~of the Monitor and such counsel, both before and after the making,~~ whether incurred prior to, on or after the date of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~ 35 and ~~[40]~~ 37 hereof.

DIP FINANCING

29. ~~32.~~ **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from ~~[DIP LENDER'S NAME]~~ Surbana Jurong Holdings (Canada) Ltd. (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$~~●~~1,700,000 unless permitted by further Order of this Court.

30. ~~33.~~ **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of ~~[DATE]~~October ●, 2025 (the "Commitment Letter"), filed.

31. ~~34.~~ **THIS COURT ORDERS** that the Applicant is 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 Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

32. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~38~~35 and ~~40~~37 hereof.

33. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ~~●~~seven days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP 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 Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

34. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. ~~38.~~ **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the Administration Charge and the DIP Lender's Charge (collectively, the "Charges"), as among them, shall be as follows⁹:

⁹ ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

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

Second – ~~DIP Lender's~~Directors' Charge (to the maximum amount of \$460,000);
and

Third – ~~Directors'~~DIP Lender's Charge (to the maximum amount of \$●1,700,000
plus interest and fees).

36. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge~~ (collectively, the "~~Charges~~") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge~~Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges ~~and~~, encumbrances; and claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, provided that the Charges shall rank behind valid Encumbrances in favour of any Persons that have not been served with notice of this application.

38. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge~~Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the ~~Directors' Charge and the Administration Charge~~Charges, or further Order of this Court.

39. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge~~Charges, the Commitment Letter; and the Definitive Documents ~~and the DIP Lender's Charge~~ shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lender thereunder 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 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, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, 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 Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant 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 Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the Commitment Letter 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.

~~43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.~~

SERVICE AND NOTICE

40. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~ *The Globe and Mail (National Edition)* a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant of more than ~~\$1000~~ \$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, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

41. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “Service List”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

42. ~~45.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL .

43. ~~46.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute 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, e-mail or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery, e-mail or facsimile 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.

GENERAL

44. **THIS COURT ORDERS** that the comeback motion shall be heard on October 27, 2025.

45. ~~47.~~ **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of ~~its~~their powers and duties hereunder or in the interpretation or application of this Order.

46. ~~48.~~ **THIS COURT ORDERS** that 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 Applicant, the Business or the Property.

47. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

48. ~~50.~~ **THIS COURT ORDERS** that each of the Applicant 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 that 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.

~~51. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice 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.~~

49. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

INITIAL ORDER

[Link-to-previous setting changed from off in original to on in modified.]

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Lawyers for the Applicant,
B+H Architects Corp.

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 10/16/25 9:36:26 AM	
Style name: MT Style	
Intelligent Table Comparison: Active	
Original DMS: iw://mccarthy.cloudimanage.com/MTDOCS/42209971/1	
Modified DMS: iw://mccarthy.cloudimanage.com/MTDOCS/62597160/5	
Changes:	
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Delete	224
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<u>Move To</u>	5
<u>Table Insert</u>	1
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	442

TAB 6

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	MONDAY, THE 27TH
	)	
JUSTICE	)	DAY OF OCTOBER, 2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the “**Applicant**”)

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order amended and restating the Initial Order (the “**Initial Order**”) issued on October 17, 2025 (the “**Initial Filing Date**”) and extending the stay of proceedings provided for therein was heard this day by judicial videoconference.

ON READING the affidavit of Patrick Fejér sworn October 16, 2025 and the Exhibits thereto (the “**First Fejér Affidavit**”), the affidavit of Patrick Fejér sworn October ●, 2025 and the Exhibits thereto (the “**Second Fejér Affidavit**”), the consent of KSV Restructuring Inc. (“**KSV**”) to act as the monitor (in such capacity, the “**Monitor**”), the Pre-Filing Report of KSV in its capacity as the proposed Monitor, the First Report of the Monitor and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, KSV, and such other parties as listed on the Participant Information Form, no other party appearing although duly served as appears from the Lawyer’s Certificate of Service of Saneea Tanvir dated October ●, 2025.

AMENDING AND RESTATING INITIAL ORDER

1. **THIS COURT ORDERS** that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicant 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. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the Initial Filing Date:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the

Applicant in carrying on the Business in the ordinary course after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the Initial Filing Date.

9. **THIS COURT ORDERS** that the Applicant shall 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 employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing 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 realty, municipal business 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 and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is 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 Applicant to any of its creditors as of the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$1,000,000 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, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

12. **THIS COURT ORDERS** that from the Initial Filing Date until and including December 17, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating to the

Arbitral Award (as defined in the First Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that 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 Applicant or the Monitor, or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is 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 security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates 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 Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 Initial Filing Date are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

16. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the Initial Filing Date with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the Initial Filing Date or (b) are or may become due from the Applicant in respect of obligations arising prior to the Initial Filing Date with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of the Initial Filing Date, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

17. **THIS COURT ORDERS** that, notwithstanding anything else 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 Initial Filing Date, nor shall any Person be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any

obligations of the Applicant 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 Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. **THIS COURT ORDERS** that the current and future directors and officers of the Applicant 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 \$650,000, as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraphs 43 and 45 herein.

21. **THIS COURT ORDERS** that, 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 Applicant's 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 19 of this Order.

APPOINTMENT OF MONITOR

22. **THIS COURT ORDERS** that KSV is, as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant 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.

23. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's 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) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting in accordance with the Definitive Documents;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis in accordance with the Definitive Documents;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' 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 Applicant wherever located, to the extent that is necessary to adequately assess the Applicant's 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; and
- (i) perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

24. **THIS COURT ORDERS** that 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, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. **THIS COURT ORDERS** that nothing herein contained shall require 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety 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. 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.

26. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant 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

Applicant is 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 Applicant may agree.

27. **THIS COURT ORDERS** that, 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 protections afforded the Monitor by the CCAA or any applicable legislation.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the Initial Filing Date, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. **THIS COURT ORDERS** that 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 Commercial List of the Ontario Superior Court of Justice.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant's counsel 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 \$750,000, as security for their professional fees and disbursements incurred at their standard rates and charges, whether incurred prior to, on or after the Initial Filing Date in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 43 and 45 hereof.

DIP FINANCING

31. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Surbana Jurong Holdings (Canada) Ltd. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general

corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$6,000,000 unless permitted by further Order of this Court.

32. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Applicant and the DIP Lender dated as of October •, 2025 (the “**Term Sheet**”), filed.

33. **THIS COURT ORDERS** that the Applicant is 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 Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the 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.

34. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 43 and 45 hereof.

35. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

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

36. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

KERP AND KERP CHARGE

37. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described and defined in the Second Fejér Affidavit, for the benefit of the KERP Employees (as defined in the Second Fejér Affidavit) is hereby approved and the Applicant is authorized and directed to make payments in accordance with the terms and conditions of the KERP, including the amount of \$200,000 to be paid by the Applicant to the Monitor and held by the Monitor for the benefit of the KERP Employees pursuant to the KERP (the "**KERP Funds**").

38. **THIS COURT ORDERS** that upon receipt by the Monitor of the KERP Funds, the KERP Funds shall be held by the Monitor for the benefit of the KERP Employees. The Monitor shall be permitted to distribute the KERP Funds to the Applicant for payment to the applicable KERP Employees as and when required by the KERP, and, when in the hands of the Applicant or any payment processor, such KERP Funds shall be held for and on the behalf of the applicable KERP Employees.

39. **THIS COURT ORDERS** that payments made by the Applicant pursuant to the KERP do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that Applicant is authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor, or as may be ordered by this Court.

41. **THIS COURT ORDERS** that the KERP Employees shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the KERP Funds as security for the obligations of the Applicant under the KERP. The KERP Charge shall have the priority set out in paragraphs 43 and 45 hereof.

42. **THIS COURT ORDERS** that the unredacted version of the KERP, a copy of which is attached as Confidential Exhibit "●" to the Second Fejér Affidavit, shall be and is hereby sealed, kept confidential, and shall not form part of the public record unless otherwise ordered by the Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

43. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the DIP Lender's Charge and the KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$750,000);

Second – Directors' Charge (to the maximum amount of \$650,000);

Third – KERP Charge (solely as against the KERP Funds); and

Fourth – DIP Lender's Charge (to the maximum amount of \$6,000,000 plus interest and fees).

44. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

45. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

46. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

47. **THIS COURT ORDERS** that the Charges, the Term Sheet and the Definitive Documents 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**”) and/or the DIP Lender thereunder 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 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, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, 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 Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant 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 Applicant entering into the Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicant pursuant to this Order, the 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.

SERVICE AND NOTICE

48. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the Initial Filing Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant 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, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

49. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

50. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court

further orders that a Case Website shall be established in accordance with the Protocol with the following URL .

51. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute 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, e-mail or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery, e-mail or facsimile 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.

GENERAL

52. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation or application of this Order.

53. **THIS COURT ORDERS** that 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 Applicant, the Business or the Property.

54. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

55. **THIS COURT ORDERS** that each of the Applicant 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 that 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.

56. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Applicant, the Monitor and 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.

57. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

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Lawyers for the Applicant,
B+H Architects Corp.

TAB 7

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY <u>MONDAY</u> , THE 17TH <u>27TH</u>
	)	
JUSTICE	)	DAY OF OCTOBER, 2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the “**Applicant**”)

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant ~~for an initial order~~ pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) for an order amended and restating the Initial Order (the “Initial Order”) issued on October 17, 2025 (the “Initial Filing Date”) and extending the stay of proceedings provided for therein was heard this day by judicial videoconference.

ON READING the affidavit of Patrick ~~Fejer~~Fejér sworn October 16, 2025 and the Exhibits thereto (the “~~Fejer~~First Fejér Affidavit”), the affidavit of Patrick Fejér sworn October ●, 2025 and the Exhibits thereto (the “Second Fejér Affidavit”), the consent of KSV Restructuring Inc. (“KSV”) to act as the monitor (in such capacity, the “**Monitor**”) ~~and~~, the Pre-Filing Report of KSV in its capacity as the proposed Monitor, the First Report of the Monitor and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, KSV, and such other parties as listed on the Participant Information Form, no other party appearing although duly served as appears from the Lawyer’s Certificate of Service of Sanea Tanvir dated October ●, 2025.

AMENDING AND RESTATING INITIAL ORDER

1. ~~1.~~ **THIS COURT ORDERS** that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. ~~1.~~ **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. ~~THIS COURT ORDERS~~ that the Applicant 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. ~~3.~~ **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

6. ~~4.~~ **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under ~~any plan of compromise or arrangement (a “the Plan”)~~ with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. ~~5.~~ **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the ~~date of this Order~~ Initial Filing Date:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the ~~date of this Order~~ Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

8. ~~6.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the

Applicant in carrying on the Business in the ordinary course after ~~this Order~~ the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the ~~date of this Order~~ Initial Filing Date.

9. ~~7.~~ **THIS COURT ORDERS** that the Applicant shall 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 employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the ~~date of this Order~~ Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the ~~date of this Order~~ Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the ~~date of this Order~~ Initial Filing Date but not required to be remitted until on or after the ~~date of this Order~~ Initial Filing 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 realty, municipal business 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 and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. ~~8.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is 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 Applicant to any of its creditors as of ~~this date~~ the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. ~~9.~~ **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) ~~(a)~~ terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) ~~(b)~~ pursue all avenues of refinancing, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

12. ~~10.~~ **THIS COURT ORDERS** that from the Initial Filing Date until and including ~~October 27~~ December 17, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating

to the Arbitral Award (as defined in the [First](#) Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

[13.](#) ~~11.~~ **THIS COURT ORDERS** that 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 Applicant or the Monitor, or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is 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 security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

[14.](#) ~~12.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

[15.](#) ~~13.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates 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 Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 ~~date of this Order~~Initial Filing Date are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

16. ~~14.~~ **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the ~~date of this Order~~Initial Filing Date with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the ~~date of this Order~~Initial Filing Date or (b) are or may become due from the Applicant in respect of obligations arising prior to the ~~date of this Order~~Initial Filing Date with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of ~~this Order~~the Initial Filing Date, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

17. ~~15.~~ **THIS COURT ORDERS** that, notwithstanding anything else 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 ~~date of this Order~~Initial Filing Date, nor shall any Person be under any obligation on or after the ~~date of this Order~~Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the ~~date hereof~~Initial Filing Date and that relates to any

obligations of the Applicant 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 Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. ~~17.~~ **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. ~~18.~~ **THIS COURT ORDERS** that the current and future directors and officers of the Applicant 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 ~~\$460,000~~650,000, as security for the indemnity provided in paragraph ~~17~~19 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~35~~43 and ~~37~~45 herein.

21. ~~19.~~ **THIS COURT ORDERS** that, 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 Applicant's 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 ~~17~~19 of this Order.

APPOINTMENT OF MONITOR

22. ~~20.~~ **THIS COURT ORDERS** that KSV is ~~hereby~~, as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant 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.

23. ~~21.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's 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) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting in accordance with the Definitive Documents;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis in accordance with the Definitive Documents;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' meetings for voting on the Plan;
- (g) ~~(e)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant wherever located, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(h) ~~(f)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) ~~(g)~~ perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

24. ~~22.~~ **THIS COURT ORDERS** that 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, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. ~~23.~~ **THIS COURT ORDERS** that nothing herein contained shall require 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety 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. 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.

26. ~~24.~~ **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant 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 Applicant is 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 Applicant may agree.

27. ~~25.~~ **THIS COURT ORDERS** that, 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 protections afforded the Monitor by the CCAA or any applicable legislation.

28. ~~26.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the ~~date of this Order~~ Initial Filing Date, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. ~~27.~~ **THIS COURT ORDERS** that 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 Commercial List of the Ontario Superior Court of Justice.

30. ~~28.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant's counsel 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~~ 750,000, as security for their professional fees and disbursements incurred at their standard rates and charges, whether incurred prior to, on or after the ~~date of this Order~~ Initial Filing Date in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~35~~ 43 and ~~37~~ 45 hereof.

DIP FINANCING

31. ~~29.~~ **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Surbana Jurong Holdings (Canada) Ltd. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general

corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$~~1,700,000~~6,000,000 unless permitted by further Order of this Court.

32. ~~30.~~ **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter~~term sheet between the Applicant and the DIP Lender dated as of October ●, 2025 (the “~~Commitment Letter~~Term Sheet”), filed.

33. ~~31.~~ **THIS COURT ORDERS** that the Applicant is 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 ~~Commitment Letter~~Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the ~~Commitment Letter~~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.

34. ~~32.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs ~~35~~43 and ~~37~~45 hereof.

35. ~~33.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender’s Charge, the DIP Lender, upon seven days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the ~~Commitment Letter~~Term Sheet, Definitive Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender

- under the ~~Commitment Letter~~Term Sheet, the Definitive Documents or the DIP 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 Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

36. ~~34.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

KERP AND KERP CHARGE

37. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "KERP"), as described and defined in the Second Fejér Affidavit, for the benefit of the KERP Employees (as defined in the Second Fejér Affidavit) is hereby approved and the Applicant is authorized and directed to make payments in accordance with the terms and conditions of the KERP, including the amount of \$200,000 to be paid by the Applicant to the Monitor and held by the Monitor for the benefit of the KERP Employees pursuant to the KERP (the "KERP Funds").

38. **THIS COURT ORDERS** that upon receipt by the Monitor of the KERP Funds, the KERP Funds shall be held by the Monitor for the benefit of the KERP Employees. The Monitor shall be permitted to distribute the KERP Funds to the Applicant for payment to the applicable KERP Employees as and when required by the KERP, and, when in the hands of the Applicant or any payment processor, such KERP Funds shall be held for and on the behalf of the applicable KERP Employees.

39. **THIS COURT ORDERS** that payments made by the Applicant pursuant to the KERP do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that Applicant is authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor, or as may be ordered by this Court.

41. **THIS COURT ORDERS** that the KERP Employees shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the KERP Funds as security for the obligations of the Applicant under the KERP. The KERP Charge shall have the priority set out in paragraphs 43 and 45 hereof.

42. **THIS COURT ORDERS** that the unredacted version of the KERP, a copy of which is attached as Confidential Exhibit "●" to the Second Fejér Affidavit, shall be and is hereby sealed, kept confidential, and shall not form part of the public record unless otherwise ordered by the Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

43. ~~35.~~ **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge ~~and~~, the DIP Lender's Charge and the KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$~~500,000~~750,000);

Second – Directors' Charge (to the maximum amount of \$~~460,000~~650,000); ~~and~~

Third – KERP Charge (solely as against the KERP Funds); and

~~Third~~Fourth – DIP Lender's Charge (to the maximum amount of \$~~1,700,000~~6,000,000 plus interest and fees).

44. ~~36.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

45. ~~37.~~ **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other

security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person, ~~provided that the Charges shall rank behind valid Encumbrances in favour of any Persons that have not been served with notice of this application.~~

46. ~~38.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

47. ~~39.~~ **THIS COURT ORDERS** that the Charges, the ~~Commitment Letter~~Term Sheet and the Definitive Documents 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**”) and/or the DIP Lender thereunder 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 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, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, 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 ~~Commitment Letter~~Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant 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 Applicant entering into the ~~Commitment Letter~~Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

- (c) the payments made by the Applicant pursuant to this Order, the ~~Commitment Letter~~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.

SERVICE AND NOTICE

48. ~~40.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the ~~date of this Order~~Initial Filing Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant 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, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

49. ~~41.~~ **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

50. ~~42.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of

documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL .

51. ~~43.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute 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, e-mail or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery, e-mail or facsimile 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.

GENERAL

~~44. THIS COURT ORDERS that the comeback motion shall be heard on October 27, 2025.~~

52. ~~45.~~ **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation or application of this Order.

53. ~~46.~~ **THIS COURT ORDERS** that 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 Applicant, the Business or the Property.

54. ~~47.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

55. ~~48.~~ **THIS COURT ORDERS** that each of the Applicant 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 that 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.

56. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Applicant, the Monitor and 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.

57. ~~49.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

McCarthy Tétrault LLP
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Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 10/16/25 9:54:57 AM	
Style name: MT Style	
Intelligent Table Comparison: Active	
Original DMS: iw://mccarthy.cloudimanage.com/MTDOCS/62597160/5	
Modified DMS: iw://mccarthy.cloudimanage.com/MTDOCS/62597167/5	
Changes:	
<u>Add</u>	150
Delete	115
Move From	2
<u>Move To</u>	2
<u>Table Insert</u>	1
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	270

TAB 8

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ~~WEEKDAY~~MONDAY, THE ~~#~~27TH
JUSTICE) DAY OF ~~MONTH~~OCTOBER, ~~20YR~~2025

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ~~ARRANGEMENT~~
~~OF [APPLICANT'S NAME] (the "Applicant")~~
ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.
(the "Applicant")

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant, ~~–~~ pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order amended and restating the Initial Order (the "Initial Order") issued on October 17, 2025 (the "Initial Filing Date") and extending the stay of proceedings provided for therein was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by judicial videoconference.

ON READING the affidavit of ~~[NAME]~~Patrick Fejér sworn ~~[DATE]~~October 16, 2025 and the Exhibits thereto; (the "First Fejér Affidavit"), the affidavit of Patrick Fejér sworn October 16, 2025 and the Exhibits thereto (the "**Second Fejér Affidavit**"), the consent of KSV Restructuring Inc. ("**KSV**") to act as the monitor (in such capacity, the "**Monitor**"), the Pre-Filing Report of KSV in its capacity as the proposed Monitor, the First Report of the Monitor and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for ~~[NAMES], no one appearing for~~

~~[NAME]¹the Applicant, KSV, and such other parties as listed on the Participant Information Form, no other party appearing although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [MONITOR'S NAME] to act as the Monitor, Lawyer's Certificate of Service of Sanea Tanvir dated October ●, 2025.~~

AMENDING AND RESTATING INITIAL ORDER

1. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. ~~1.~~ **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. ~~3.~~ **THIS COURT ORDERS** that the Applicant 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**").

¹~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

²~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

POSSESSION OF PROPERTY AND OPERATIONS

5. ~~4.~~ **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

6. ~~5.~~ **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system³ currently in place ~~as described in the Affidavit of [NAME] sworn [DATE] or~~ or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.}

³ ~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

7. ~~6.~~ **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after ~~this Order~~ the Initial Filing Date:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses payable on or after the ~~date of this Order~~ Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; ~~and~~
- (c) with the consent of the Monitor and in consultation with the DIP Lender, amounts owing for goods or services actually supplied to the Applicant prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicant following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicant, or preservation of the Property and the payment is required to ensure ongoing supply.

8. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after ~~this Order~~ the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the ~~date of this Order~~ Initial Filing Date.

9. ~~8.~~ **THIS COURT ORDERS** that the Applicant shall 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 employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) ~~Quebec Pension Plan, and (iv) income taxes;~~income taxes; and (iv) all other amounts related to such deductions or employee wages payable for periods following the Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, ~~"Sales Taxes"~~"Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the ~~date of this Order~~Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the ~~date of this Order~~Initial Filing Date but not required to be remitted until on or after the ~~date of this Order~~Initial Filing 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 realty, municipal business 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 and which are attributable to or in respect of the carrying on of the Business by the Applicant.

~~9. THIS COURT ORDERS that until a real property lease is disclaimed [or resiliated]⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time~~

⁴ ~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

~~("Rent"), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.~~

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is 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 Applicant to any of its creditors as of ~~this date~~the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~†~~and to dispose of redundant or non-material assets not exceeding \$~~●~~500,000 in any one transaction or \$~~●~~1,000,000 in the aggregate⁵~~‡~~;
- (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~~of~~, restructuring, selling or reorganizing its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization.

⁵~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Applicant and/or the Business (the "**Restructuring**").

~~12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims [or resiliates] the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer [or resiliation] of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~13. THIS COURT ORDERS that if a notice of disclaimer [or resiliation] is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer [or resiliation], the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

12. ~~14.~~ THIS COURT ORDERS that from the Initial Filing Date until and including ~~[DATE~~ December 17, 2025, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the

Business or the Property (including, for greater certainty, any process or steps or other rights and remedies relating to the Arbitral Award (as defined in the First Fejér Affidavit)), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or its employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. ~~15.~~ **THIS COURT ORDERS** that 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 Applicant or the Monitor, or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is 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 security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates 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 Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 ~~date of this Order~~Initial Filing Date are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

16. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to ~~the Applicant in respect of obligations arising prior to the Initial Filing Date~~ with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the Initial Filing Date or (b) are or may become due from the Applicant in respect of obligations arising prior to the Initial Filing Date with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of the Initial Filing Date, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

17. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~leased or licensed property or other valuable consideration provided on or after the ~~date of this Order~~Initial Filing Date, nor shall any Person be under any obligation on or after the ~~date of this Order~~Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicant.

Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the ~~date hereof~~Initial Filing Date and that relates to any obligations of the Applicant 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~~Plan in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. ~~20.~~ **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the ~~director's or officer's~~director's or officer's gross negligence or wilful misconduct.

20. ~~21.~~ **THIS COURT ORDERS** that the current and future directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the ~~"~~"**Directors'**

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

⁷ ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

Charge⁸ on the Property, which charge shall not exceed an aggregate amount of \$●650,000, as security for the indemnity provided in paragraph ~~120~~19 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~138~~43 and ~~140~~45 herein.

21. ~~22.~~ **THIS COURT ORDERS** that, 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 Applicant's 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 ~~120~~19 of this Order.

APPOINTMENT OF MONITOR

22. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME] is hereby~~KSV is, as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant 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.

23. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~Applicant's 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;

⁸~~Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel ~~on a [TIME INTERVAL] basis~~ of financial and other information as agreed to between the Applicant and the DIP Lender on a periodic basis in accordance with the Definitive Documents (as defined below) which may be used in these proceedings including reporting ~~on a basis to be agreed~~ in accordance with the ~~DIP Lender~~ Definitive Documents;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, ~~but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender~~ in accordance with the Definitive Documents;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, 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 Applicant wherever located, to the extent that is necessary to adequately assess the ~~Applicant's~~ Applicant's 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; and
- (i) perform such other duties as are required by this Order ~~or, such other orders of the Court, or as otherwise required~~ by this Court from time to time.

24. ~~25.~~ **THIS COURT ORDERS** that 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, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety 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. The Monitor shall not, as a result of this Order or anything done in pursuance of the ~~Monitor's~~ 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.

26. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant 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 Applicant is 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 Applicant may agree.

27. ~~28.~~ **THIS COURT ORDERS** that, 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 protections afforded the Monitor by the CCAA or any applicable legislation.

28. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or after the Initial Filing Date, by the Applicant as part

of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a ~~{TIME INTERVAL}~~ basis weekly basis or pursuant to such other arrangements agreed to between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers ~~in the amount[s] of \$●[-, respectively, *nunc pro tunc*,-}~~ to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. ~~30.~~ **THIS COURT ORDERS** that 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 Commercial List of the Ontario Superior Court of Justice.

30. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and the Applicant's counsel 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 \$●750,000, as security for their professional fees and disbursements incurred at ~~the~~ their standard rates and charges ~~of the Monitor and such counsel, both before and after the making of this Order, whether incurred prior to, on or after the Initial Filing Date~~ in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~{38}~~ 43 and ~~{40}~~ 45 hereof.

DIP FINANCING

31. ~~32.~~ **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from ~~{DIP LENDER'S NAME}~~ Surbana Jurong Holdings (Canada) Ltd. (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$●6,000,000 unless permitted by further Order of this Court.

32. ~~33.~~ **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter~~ term sheet between the Applicant and the DIP Lender dated as of ~~{DATE}~~ October ●, 2025 (the ~~"Commitment Letter"~~ "Term Sheet"), filed.

33. ~~34.~~ **THIS COURT ORDERS** that the Applicant is 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 ~~Commitment Letter~~Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the ~~Commitment Letter~~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.

34. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the ~~"DIP Lender's Charge"~~) on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~38~~43 and ~~40~~45 hereof.

35. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ~~seven~~ seven days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the ~~Commitment Letter~~Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the ~~Commitment Letter~~Term Sheet, the Definitive Documents or the DIP 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 Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

36. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

KERP AND KERP CHARGE

37. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "KERP"), as described and defined in the Second Fejér Affidavit, for the benefit of the KERP Employees (as defined in the Second Fejér Affidavit) is hereby approved and the Applicant is authorized and directed to make payments in accordance with the terms and conditions of the KERP, including the amount of \$200,000 to be paid by the Applicant to the Monitor and held by the Monitor for the benefit of the KERP Employees pursuant to the KERP (the "KERP Funds").

38. **THIS COURT ORDERS** that upon receipt by the Monitor of the KERP Funds, the KERP Funds shall be held by the Monitor for the benefit of the KERP Employees. The Monitor shall be permitted to distribute the KERP Funds to the Applicant for payment to the applicable KERP Employees as and when required by the KERP, and, when in the hands of the Applicant or any payment processor, such KERP Funds shall be held for and on the behalf of the applicable KERP Employees.

39. **THIS COURT ORDERS** that payments made by the Applicant pursuant to the KERP do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that Applicant is authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor, or as may be ordered by this Court.

41. **THIS COURT ORDERS** that the KERP Employees shall be entitled to the benefit of and are hereby granted a charge (the "KERP Charge") on the KERP Funds as security for the

obligations of the Applicant under the KERP. The KERP Charge shall have the priority set out in paragraphs 43 and 45 hereof.

42. THIS COURT ORDERS that the unredacted version of the KERP, a copy of which is attached as Confidential Exhibit “●” to the Second Fejér Affidavit, shall be and is hereby sealed, kept confidential, and shall not form part of the public record unless otherwise ordered by the Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

43. ~~38.~~ THIS COURT ORDERS that the priorities of the Administration Charge, the Directors’ Charge, the ~~Administration Charge and the~~ DIP Lender’s Charge and the KERP Charge (collectively, the “Charges”), as among them, shall be as follows⁹:

First – Administration Charge (to the maximum amount of \$●750,000);

Second – ~~DIP Lender’s~~Directors’ Charge;~~—and (to the maximum amount of \$650,000);~~

Third – KERP Charge (solely as against the KERP Funds); and

~~Third — Directors’~~Fourth – DIP Lender’s Charge (to the maximum amount of \$●6,000,000 plus interest and fees).

44. ~~39.~~ THIS COURT ORDERS that the filing, registration or perfection of the ~~Directors’ Charge, the Administration Charge or the DIP Lender’s Charge (collectively, the “Charges”)~~ shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

⁹~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

45. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge~~Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges ~~and~~, encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

46. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge~~Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the ~~Directors' Charge and the Administration Charge~~Charges, or further Order of this Court.

47. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, Charges, the Term Sheet and~~ the Definitive Documents ~~and the DIP Lender's Charge~~ shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lender thereunder 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 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, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, 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 ~~Commitment Letter~~Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant 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 Applicant entering into

- the ~~Commitment Letter~~Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the ~~Commitment Letter~~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.

~~43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.~~

SERVICE AND NOTICE

48. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the ~~date of this Order~~Initial Filing Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicant, a notice to every known creditor who has a claim against the Applicant of more than ~~\$1000~~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, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

49. ~~THIS COURT ORDERS that the~~ Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “Service List”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

50. ~~45.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ~~@~~.

51. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute 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, e-mail or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery, e-mail or facsimile 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.

GENERAL

52. ~~47.~~ **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of ~~its~~their powers and duties hereunder or in the interpretation or application of this Order.

53. ~~48.~~ **THIS COURT ORDERS** that 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 Applicant, the Business or the Property.

54. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying

out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

55. ~~50.~~ **THIS COURT ORDERS** that each of the Applicant 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 that 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.

56. ~~51.~~ **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Applicant, the Monitor and 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.

57. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

~~Revised: January 21, 2014~~

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS CORP.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

[Link-to-previous setting changed from off in original to on in modified.]

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Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 10/16/25 9:50:14 AM	
Style name: MT Style	
Intelligent Table Comparison: Active	
Original DMS: iw://mccarthy.cloudimanage.com/MTDOCS/42209971/1	
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Table Delete	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	477

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF
COMPROMISE OR ARRANGEMENT WITH RESPECT TO B+H ARCHITECTS
CORP.

Court File No. CL-25-00753537-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

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MTDOCS 62706862