

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., and 663466 B.C. LTD.

PETITIONERS

NOTICE OF APPLICATION

Name of Applicants: The Petitioners, Symphony Homes (Moonlight Sonata) Limited,
1168386 B.C. Ltd., 1197030 B.C. Ltd., 1197062 B.C. Ltd., and
663466 B.C. Ltd. (collectively, the "**Petitioners**").

To: the Service List attached hereto as **Schedule "A"**

TAKE NOTICE that an application will be made by the Petitioners to the Honourable Justice Milman at the courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on Monday, June 26, 2026, at 9:00 a.m. for the Orders set out in Part 1 below (the "**Application**"). Mr. Justice Milman has been assigned to hear this matter.

The Petitioners estimate that the Application will take 10 minutes.

This matter is not within the jurisdiction of an Associate Judge.

PART 1: ORDERS SOUGHT

1. An amended and restated initial order (the "**ARIO**") substantially in the form attached as **Schedule "B"**, among other things:
 - (a) abridging, if necessary, the time for service of the notice of application and dispensing with service on any person other than those served;

- (b) adding Symphony Homes (Wayburne) Ltd. (“**Symphony Wayburne**”) to these CCAA proceedings;
- (c) increasing the amount by which the Petitioners are authorized draw upon the interim financing from \$500,000 to \$1,000,000, with payment of such interim financing to be secured by the court-ordered charge on the assets of Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. Ltd., 1197030 B.C. Ltd., 1197062 B.C. Ltd., and 663466 B.C. Ltd. (the “**Interim Lender’s Charge**”); and
- (d) extending the relief and stay of proceedings imposed by the initial order pronounced June 17, 2026 (the “**Initial Order**”); from June 26, 2026, to and including July 31, 2026.

2. Such further and other relief as this Court deems just.

PART 2: FACTUAL BASIS

Background

1. On June 17, 2026, Justice Milman granted the Initial Order pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for, among other things, a stay of proceedings in favour of the Petitioners (the “**Stay of Proceedings**”) until the initial return date of June 26, 2026.

Steps Since Initial Order

2. Since the granting of the Initial Order, the Petitioners have taken steps to notify their creditors and other stakeholders of these proceedings and advance their restructuring under the CCAA. Those steps include:
 - (a) responding to information requests from various stakeholders;
 - (b) meeting and working with AlixPartners Restructuring, Inc., in its capacity as court-appointed monitor of the Petitioners (the “**Monitor**”), to facilitate the monitoring of the Petitioners’ business, including the preparation of an updated construction budget and the Petitioners’ updated cash flow forecast;
 - (c) preparing for the advancement of operations of the Petitioners’ business, including the continuation of the construction and marketing of the ‘Moonlight Sonata’ project; and

(d) continuing to meet with secured creditors and major stakeholders.

Symphony Wayburne

3. Symphony Wayburne is a corporation incorporated under laws of British Columbia.
4. Symphony Wayburne is an affiliate of the Petitioners and a contracting party to the CCDC17 contracts for the provision of labour, services or materials, or any combination thereof, to develop or operate the project.

Extension of the Stay Period

5. The Petitioners seek to extend the Stay of Proceedings provided for in the Initial Order to July 31, 2026. The Petitioners and the Monitor believe that extending the stay period to and including July 31, 2026 provides sufficient time for the Petitioners to: (i) facilitate the completion of updated construction budgets; and (ii) prepare a comprehensive remobilization strategy which includes re-engaging with key trades and consultants, assessing site conditions, and developing a practical and costed remobilization plan..
6. In the time since granting the Initial Order, the Petitioners have been and are acting in good faith and with due diligence to maximize the value to their stakeholders and respond to their concerns.

Increased Amounts under the Interim Financing Term Sheet

7. The cash flow forecast shows that the Petitioners will require additional availability under the Interim Facility.

Monitor and Secured Creditor Support

8. The Monitor and KingSett Mortgage Corporation ("**KingSett**"), being the Petitioners' first-ranking secured creditor, support the relief sought herein, including extension of the Stay of Proceedings.

PART 3: LEGAL BASIS

9. The Petitioners rely on:

(a) the CCAA,

(b) the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**");

(c) the *Supreme Court Civil Rules*, including Rules 8-1 and 13-1; and

(d) the inherent and equitable jurisdiction of this Court.

Addition of Symphony Wayburne as a Party

10. The CCAA applies “in respect of” a “debtor company” or an “affiliated debtor company” where the total amount of claims against the debtor or its affiliates exceeds five million dollars. The words “in respect of” create the widest possible scope when connecting subject matters.

CCA, s. 2(1) and 3(1)

Angus A2A GP Inc v Alvarez & Marsal Canada Inc, 2026 ABCA 156 at para. 125

11. Reflecting the same, there is considerable support in the case law for a collective approach to assessing insolvency in appropriate circumstances, including where companies are “part of an intertwined whole”, or where they are parts of an enterprise in which the financial health of one company depends on the others.

Angus A2A GP Inc at paras. 156 and 157

12. Symphony Wayburne is intertwined with the Petitioners and the project and it is necessary and efficient that these CCAA proceedings and the ARIO include and apply to them.

Extension of Stay of Proceeding

13. Subsection 11.02(2) of the CCAA provides that the Petitioners may apply for an extension of the Stay of Proceedings for a period that a court considers necessary on any terms that a court may impose. Subsection 11.02(3) of the CCAA provides that the court shall not make the order extending the Stay of Proceedings unless:

- (a) the applicant satisfies the court that circumstances exist that make the order appropriate; and
- (b) in the case of an order under subsection (2), the applicant also satisfies the court that the applicant has acted, and is acting, in good faith and with due diligence.

CCA, s. 11.02

North American Tungsten Corp. (Re), 2015 BCSC 1376 at paras. 25-29

14. Extending the relief granted by the Initial Order, including the stay period, is appropriate and necessary.
15. The Petitioners, in conjunction with the Monitor, intend to prepare for and advance the construction and marketing of the project to facilitate the completion of the project and realization of funds therefrom for the benefit of all stakeholders.
16. The Petitioners have been working in good faith and with due diligence to advance these CCAA proceedings. Since the Initial Order was granted, the Petitioners, with the assistance of the Monitor, engaged with and responded to stakeholders and continued to progress these proceedings, while maintaining and preparing to advance the project.

Increased Amounts under the Interim Financing Term Sheet

17. Section 11.2 of the CCAA provides the Court with authority to approve debtor-in-possession financing and grant a corresponding charge also authorizes it to approve an increase in the authorized borrowing amount with a corresponding increase to the interim lender's charge.

CCAA, s. 11.2(1)

Lydian International Limited (Re), 2020 ONSC 4006

18. When doing so, a court must be satisfied that the requirements of subsection 11.2(4) of the CCAA support the relief sought, which includes:
 - (a) the period during which the company is expected to be subject to proceedings under this Act;
 - (b) how the company's business and financial affairs are to be managed during the proceedings;
 - (c) whether the company's management has the confidence of its major creditors;
 - (d) the nature and value of the company's property;
 - (e) whether any creditor would be materially prejudiced as a result of the security or charge; and
 - (f) the monitor's report, if any.

1057863 B.C. Ltd (Re), 2020 BCSC 1359 at para. 35

19. It is appropriate here to increase the amount which the Petitioners can draw on the interim financing and the concordant maximum of the Interim Lender's Charge. In particular:

- (a) the additional funding to be advanced is required to ensure there is sufficient liquidity to continue and advance these CCAA proceedings;
- (b) the increase to the Interim Facility is in the best interest of all stakeholders as it is necessary to protect and maximize the realizable value of the Respondent's business and assets;
- (c) KingSett is supportive of and has agreed to provide the additional interim financing; and
- (d) No creditor will be materially prejudiced by the proposed increase.

Monitor Support

20. The Monitor:

- (a) supports the relief sought, including the addition of Symphony Wayburne to these proceedings, the extension of the Stay of Proceedings, and the increase in the authorization to draw upon the interim financing and the Interim Lender's charge sought herein;
- (b) confirms its view that the Petitioners are acting in good faith and with due diligence; and
- (c) supports that no creditor of the Petitioners would be materially prejudiced by the Stay of Proceedings sought herein.

Conclusion

21. In these circumstances, it is necessary and appropriate that ARIO be granted and that the Stay of Proceedings be extended to July 31, 2026.

PART 4: MATERIAL TO BE RELIED ON

1. The pleadings and materials filed herein.

2. Affidavit #4 of Gurdeep Singh Kainth filed June 25, 2026.
3. First Report of the Monitor, to be filed.

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

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated at the City of Vancouver, in the Province of British Columbia, this 25th day of June, 2026.



McEwan Cooper Kirkpatrick LLP
Solicitors for the Petitioners

This Notice of Application is filed by **David E. Gruber** and **William E. Stransky** of the law firm of McEwan Cooper Kirkpatrick LLP, whose place of business and address for delivery is 1500 – 733 Seymour Street, Vancouver, British Columbia, V6B 0S6, email addresses: dgruber@mcewanpartners.com / wstransky@mcewanpartners.com.

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this Notice of Application

with the following variations and additional terms:

Date: _____

Signature of Judge Associate Judge

SCHEDULE "A"**SERVICE LIST**

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| <p>McEwan Cooper Kirkpatrick LLP</p> <p>Attention: William Stransky David Gruber</p> <p>Email: wstransky@mcewanpartners.com dgruber@mcewanpartners.com</p> <p><i>Counsel for the Petitioners</i></p> | <p>Osler, Hoskin & Harcourt LLP</p> <p>Attention: Marc Wasserman Mary Buttery Christian Garton Emma Newbery</p> <p>Email: mwasserman@osler.com mbuttery@osler.com cgarton@osler.com enewbery@osler.com</p> <p><i>Counsel for the Monitor</i></p> |
| <p>AlixPartners Restructuring, Inc.</p> <p>Attention: Noah Goldstein Murtaza Tallat Martin Kosic</p> <p>Email: ngoldstein@ksvadvisory.com mtallat@ksvadvisory.com mkosic@ksvadvisory.com</p> <p><i>The Monitor</i></p> | <p>Fasken Martineau DuMoulin LLP</p> <p>Attention: Kibben Jackson Heidi Esslinger</p> <p>Email: kjackson@fasken.com hesslinger@fasken.com jbeaulieu@fasken.com</p> <p><i>Counsel for Kingsett Mortgage Corporation</i></p> |
| <p>Department of Justice Canada British Columbia Regional Office 900 - 840 Howe Street Vancouver, BC V6Z 2S9</p> <p>Attention: Aminollah Sabzevari Nikhil Pandey</p> <p>Email: Aminollah.Sabzevari@justice.gc.ca; Nikhil.Pandey@justice.gc.ca</p> <p><i>Counsel for CRA</i></p> | <p>The Government of British Columbia Deputy Attorney General</p> <p>Ministry of Attorney General PO Box 9290 Stn Prov Govt Victoria, BC V8W9J7</p> <p>Email: AGLSBRevTaxInsolvency@gov.bc.ca</p> |

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| <p>Morelli Chertkow LLP</p> <p>Attention: Greg Thomson</p> <p>Email: gthomson@morellichertkow.com;</p> <p><i>Counsel for Dag Masonry Ltd.</i></p> | <p>Baker Newby LLP</p> <p>Attention: Kayla Mitchell Benjamin Lorimer Erin Stewart</p> <p>Email: KMitchell@bakernewby.com; BLorimer@bakernewby.com; ESTewart@bakernewby.com;</p> <p><i>Counsel for Standard Building Supplies Ltd., Heidelberg Materials Canada Limited., Leavitt Cranes Canada Inc. and Southridge Building Supplies Ltd.</i></p> |
| <p>BC Financial Services Authority (BCFSA)</p> <p>Attention: Kyle Ferguson Jake Zhong</p> <p>Email: kyle.ferguson@bcfsa.ca; jake.zhong@bcfsa.ca;</p> | <p>McLean & Armstrong LLP</p> <p>Attention: Chris Moore</p> <p>Email : cmoore@mcleanarmstrong.com;</p> <p><i>Counsel for Doka Canada Ltd.</i></p> |
| <p>Mountainview Construction Ltd.</p> <p>Attention: Diego Solimano and Samuel Drinovz</p> <p>Email: spd@solimanolaw.ca das@solimanolaw.ca</p> <p><i>Counsel for Mountainview Construction</i></p> | |

SCHEDULE “B”

No. S-264225
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C.
C-36

AND

IN THE MATTER OF THE SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD.,
and 663466 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION

(Initial Order)

BEFORE THE HONOURABLE)
JUSTICE MILMAN) 26/JUNE/2026
)

ON THE APPLICATION of the Petitioners coming on for hearing by MS Teams at Vancouver, British Columbia, on the 26th day of June, 2026 (the “**Order Date**”); AND ON HEARING David E. Gruber and William E. Stransky, counsel for the Petitioners, and those other counsel listed on Schedule “A” hereto; AND UPON READING the material filed AND pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the “**CCAA**”), the British Columbia *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court; THIS COURT ORDERS AND DECLARES THAT:

JURISDICTION

1. This Amended and Restated Initial Order amends and restates the Order (the “**Initial Order**”) of this Court made in these proceedings on June 17, 2026 (the “**Order Date**”).
2. Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. Ltd., 1197030 B.C. Ltd., 1197062 B.C. Ltd., 663466 B.C. Ltd., and Symphony Homes (Wayburne) Ltd. (collectively, the “**Petitioners**”) are each companies to which the CCAA applies.

SERVICE

3. The time for service of the Notice of Application filed June 25, 2026, and its supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to this Order and any further order of this Court, the Petitioners shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), and continue to carry on their business (the “**Business**”) in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

5. The Petitioners shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively, “**Wages**”).

6. Except as otherwise provided herein, the Petitioners shall be entitled to pay all expenses reasonably incurred by the Petitioners in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services, provided that any capital expenditure shall be approved by the Monitor;
- (b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioners' obligations incurred prior to the Order Date); and
- (c) the fees and disbursements of any Assistants retained or employed by the Petitioners which are related to the Petitioners' restructuring, at their standard rates and charges, including the fees and disbursements of legal counsel retained by the Petitioners in respect of:
 - (i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioners or any subsidiaries or affiliated companies of the Petitioners are domiciled;
 - (ii) any litigation in which any of the Petitioners is named as a party or is otherwise involved, whether commenced before or after the Order Date; and
 - (iii) any related corporate matters.

7. The Petitioners are authorized to remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii)

Quebec Pension Plan, and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;

- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Petitioners in connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.

8. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioners 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 as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated between the Petitioners and the landlord from time to time (“**Rent**”), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the 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 Order Date shall also be paid.

9. Except as specifically permitted herein, the Petitioners are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioners to any of their creditors as of the Order Date except as authorized by this Order;

- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of its Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit; and
- (e) to not incur liabilities except in the ordinary course of business.

RESTRUCTURING

10. Subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), the Petitioners, with the consent of the Monitor, shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of the Business or their operations and commence marketing efforts in respect of any of its redundant or non-material assets;
- (b) terminate the employment of such of their employees or temporarily lay off such of its employees as they deem appropriate; and
- (c) pursue all avenues of refinancing for the Business or Property, in whole or part,

all of the foregoing to permit the Petitioners to proceed with an orderly restructuring of the Business or Property (the "**Restructuring**").

11. The Petitioners shall provide each of the relevant landlords with notice of the Petitioners' 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 Petitioners' 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 who claim a security interest in the fixtures, such landlord and the Petitioners or by further Order of this Court upon application by the Petitioners, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If the Petitioners disclaim 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 dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Petitioners' claim to the fixtures in dispute.

12. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Petitioners and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the Petitioners, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the Petitioners of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

13. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the "**Relevant Enactment**"), the Petitioners, in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in its possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, "Third

Parties”), but only to the extent desirable or required to negotiate and complete the Restructuring or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioners binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioners or destroy it. If the Third Parties acquire personal information as part of the Restructuring or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioners.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

14. Until and including July 31, 2026, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.

16. Nothing in this Order, including paragraphs 14 and 15, shall: (i) empower the Petitioners to carry on any business which the Petitioners are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioners.

NO INTERFERENCE WITH RIGHTS

17. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Petitioners, except with the written consent of the Petitioners and the Monitor or leave of this Court.

CONTINUATION OF SERVICES

18. During the Stay Period, all Persons having oral or written agreements with the Petitioners or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Petitioners, are hereby restrained until further order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Petitioners, and that the Petitioners shall be entitled to the continued use of 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 Order Date are paid by the Petitioners in accordance with normal payment practices of the Petitioners or

such other practices as may be agreed upon by the supplier or service provider and the Petitioners and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property, or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Petitioners on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Petitioners with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioners whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioners, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioners or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Petitioners that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

DIRECTORS AND OFFICERS INDEMNIFICATION

21. The Petitioners shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioners after the commencement of the within proceedings, except to the extent that, with respect to any

director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

22. AlixPartners Restructuring, Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioners and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Petitioners pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Petitioners' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Petitioners, to the extent required by the Petitioners, in its dissemination to the Interim Lender (as hereinafter defined) and its counsel of financial and other information as agreed to between the Petitioners and the Interim Lender which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;
- (d) assist the Petitioners in their preparation of the Petitioners' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor, its counsel and its advisors on such basis as may be agreed by the Petitioners;

- (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 Petitioners, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;
- (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 or by this Court from time to time.

24. In addition to the powers and duties of the Monitor set forth above, and without altering in any way the limitations and obligations of the Petitioners arising under this Order and by virtue of the institution of these proceedings, the Monitor is hereby authorized and empowered to:

- (a) Monitor, operate and control all of Symphony Homes (Moonlight Sonata) Limited's, 1168386 B.C. Ltd.'s, 1197030 B.C. Ltd.'s, 1197062 B.C. Ltd.'s existing accounts at any financial institution (each an "**Account**" and collectively the "**Accounts**"), together with the account established by Symphony Homes (Wayburne) Ltd. at TD Canada Trust and which is used by the Petitioners as the *Builders Lien Act* holdback account, all in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including without limitation, to:
 - (i) exercise control over the funds credited to or deposited in the Accounts;
 - (i) effect any disbursement from the Accounts permitted by this Order or any other order granted in these proceedings;
 - (ii) give instructions from time to time with respect to the Accounts and the funds credited to or deposited therein; and

- (iii) add or remove persons having signing authority with respect to the Accounts,

and any financial institution maintaining an Account shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer payment, collection or other action taken in accordance with the instructions of the Monitor as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions, and such financial institutions shall be authorized to act in accordance with and in reliance upon the instructions of the Monitor without any liability in respect thereof to any person.

For certainty, except as contemplated in this Order, the Monitor is not empowered to operate and control accounts belonging to Symphony Homes (Wayburne) Ltd. or any affiliate of the other Petitioners and, to the extent such accounts are or have been used in association with the Business, the Monitor will establish new accounts which shall be used for the Business to the exclusion of the Petitioners' affiliates' accounts, which new accounts shall be controlled and operated in a manner consistent with the terms of this Order; and

- (b) approve all disbursements and purchase commitments over \$10,000 in any one transaction or \$25,000 in the aggregate.

25. Except as contemplated by this Order, the Monitor shall not otherwise take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

26. Nothing in this Order or any other order granted in these proceedings shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver manager, agent of the creditors, or legal representative of the Petitioners within the meaning of any relevant legislation, including subsection 159(2) of the *Income Tax Act*, R.S.C. 1985, Ch. 1 (5th Supp.) (the "**ITA**"), and any distributions to creditors of the Petitioners by the Monitor will be deemed to have been made by the Petitioners themselves. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a person subject to subsection 150(3) of the ITA.

27. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the *British Columbia Environmental Management Act*, the *British Columbia Fish Protection Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. The Monitor shall provide any creditor of the Petitioners and the Interim Lender with information provided by the Petitioners in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioners 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 Petitioners may agree.

29. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

30. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioners on a periodic basis.

31. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

32. The Monitor, counsel to the Monitor and counsel to the Petitioners shall be entitled to the benefit of and are hereby each granted a charge (the “**Administration Charge**”) on the Property of Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. Ltd., 1197030 B.C. Ltd., 1197062 B.C. Ltd., and 663466 B.C. Ltd., which charge shall not exceed an aggregate amount of \$150,000 as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioners’ restructuring. The Administration Charge shall: (i) be allocated \$100,000 for the benefit of the Monitor and its counsel and \$50,000 for the benefit of counsel to the Petitioners; and (ii) have the priority set out in paragraphs 39 and 41 hereof.

INTERIM FINANCING

33. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility from KingSett Mortgage Corporation (in such capacity, the "**Interim Lender**") in order to finance the continuation of the Business and preservation and realization of the Property, provided that borrowings under such credit facility shall not exceed \$1,000,000 unless permitted by further order of this Court.

34. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Petitioners and the Interim Lender dated as of June 17, 2026 (the "**Commitment Letter**"), attached as Exhibit "A" to Affidavit #1 of Jordan Beaulieu made on June 17, 2026.

35. The Petitioners are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Petitioners are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the 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.

36. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property of Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. Ltd., 1197030 B.C. Ltd., 1197062 B.C. Ltd., 663466 B.C. Ltd. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 39 and 41 hereof.

37. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon 10 days' notice to the Petitioners and the Monitor, may exercise any and all of its rights and remedies against the Petitioners or the Property under or pursuant to the Commitment Letter, Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Petitioners and set off and/or consolidate any amounts owing by the Interim Lender to the Petitioners against the obligations of the Petitioners to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against any of the Petitioners and for the appointment of a trustee in bankruptcy of any of the Petitioners; and
- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any of the Petitioners or the Property.

38. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioners under the CCAA, or any proposal filed by the Petitioners under the *Bankruptcy and Insolvency Act* (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

39. The priorities of the Administration Charge and the Interim Lender's Charge (collectively, the "Charges"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$150,000); and

Second – Interim Lender's Charge.

40. Any security documentation evidencing, or the filing, registration or perfection of, the Charges shall not be required, and the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

41. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA and claims against the assets of 663466 B.C. Ltd. which were validly secured and perfected as at the Order Date.

42. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtain the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Administration Charge.

43. The Administration Charge, the Commitment Letter, the Definitive Documents and the Interim Financing 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 Interim Lender shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made

herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Petitioners; and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Petitioners of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Petitioners entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Petitioners pursuant to this Order, the 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.

44. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Petitioners’ interest in such real property leases.

SERVICE AND NOTICE

45. The Monitor shall (i) without delay, publish in the Vancouver Sun a notice containing the information prescribed under the CCAA; and (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioners of more than \$1000, 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.

46. The Petitioners and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioners' creditors or other interested parties at their respective addresses as last shown on the records of the Petitioners and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

47. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: <https://www.ksvadvisory.com/experience/case/Moonlight-Sonata>. (the "**Monitor's Website**").

48. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's Website.

49. Notwithstanding paragraphs 46 and 48 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

50. The style of cause in these proceedings shall be amended to read as follows:

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

**IN THE MATTER OF THE SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., SYMPHONY HOMES
(WAYBURNE) LTD., AND
663466 B.C. LTD.**

PETITIONERS

51. The Petitioners or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

52. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Petitioners, the Business or the Property.

53. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to

the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

54. Each of the Petitioners and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Petitioners to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

55. The Petitioners may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioners determines that such a filing is appropriate.

56. The Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

57. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

58. Any interested party (including the Petitioners and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

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

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of David Gruber
Lawyer for the Petitioners

BY THE COURT

REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

| Counsel | Party Represented |
|----------------|--------------------------|
| | |
| | |
| | |

No. S-264225
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD.,
and 663466 B.C. LTD.

PETITIONERS

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

McEwan Cooper Kirkpatrick LLP
Barristers & Solicitors
Suite 1500 – 733 Seymour Street
Vancouver, BC V6B 0S6
604-283-8051 or 604 283-8065

Counsel: David Gruber and William Stansky
Matter No: 6993.001