

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

JAN 22 2024

ENTERED



IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

No. S240195
Vancouver Registry

and

IN THE MATTER OF NEXII BUILDING SOLUTIONS INC.,
NEXII CONSTRUCTION INC, NBS IP INC. and NEXII HOLDINGS INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
JUSTICE STEPHENS) JANUARY 22, 2024
)

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 22nd day of January, 2024; **AND ON HEARING** Lisa Hiebert and Kibben Jackson, counsel for the Petitioners, and those other counsel listed on **Schedule "A"** hereto; **AND UPON READING** the application material filed, including the First Affidavit of William Tucker sworn January 10, 2024, the Second Affidavit of William Tucker sworn January 17, 2024, the Confidential Affidavit #3 of William Tucker sworn January 17, 2024 (the "**Confidential Affidavit**"); the first report of KSV Restructuring Inc. (the "**Monitor**") in its capacity as monitor of the Petitioners, dated January 18, 2024; **AND PURSUANT TO** the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

Engagement of Origin

1. The engagement letter (the "**IB Agreement**") dated December 23, 2023 among Origin, Nexii Building Solutions Inc. and Omicron Canada Inc., an unredacted copy of which is attached as Exhibit A to the Confidential Affidavit, is approved.

2. The Petitioners are authorized and directed, without the need for any further order of this Court, to pay Origin, whenever due, all fees, expenses and other amounts contemplated in the IB Agreement, including the Monthly Fee and, if applicable, the Transaction Fee (as each is defined in the IB Agreement).

3. Origin is granted a charge on the Property (as defined in the Amended and Restated Order made January 22, 2024 in these proceedings (the “**ARIO**”)) as security for the monthly fee that is payable to Origin under the terms of the IB Agreement (the “**Monthly Fee Charge**”). The Monthly Fee Charge shall not exceed \$200,000 and shall have the priority set out in the ARIO.

4. Origin is granted a charge on any sale proceeds of any transaction(s) arising from the Sale Process as security for the transaction fee that may become payable to Origin under the terms of the IB Agreement up to the amount of the applicable fee (the “**Transaction Fee Charge**”). The Transaction Fee Charge shall have the priority set out in the ARIO.

5. Origin, in its capacity as financial advisor in the Sale Process, 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*, including with respect to the amounts payable to Origin under the IB Agreement.

6. Origin, its affiliates, partners, directors, employees, agents and controlling persons shall incur no liability with respect to any losses, claims, damages or liabilities of any nature or kind to any person in connection with its engagement by the Petitioners or carrying out the mandate contemplated by the IB Agreement, except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct.

Approval of Sale Process

7. The sale procedures (the “**Sale Process**”), in substantially the form attached as **Schedule “B”** hereto, are approved and the Petitioners and the Monitor are hereby authorized to implement the Sale Process pursuant to the terms thereof.

8. The Monitor, with the assistance of Origin, is authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the Sale Process in accordance with its terms and this Order.

9. In addition to all protections afforded under the ARIO, the CCAA and at law, each of Origin, the Monitor, the Petitioners and their respective affiliates, partners, directors, employees, agents, consultants, advisors, experts, accountants, counsel 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 implementing or otherwise in connection with the Sale Process, except to the extent such losses, claims, damages or liabilities result from their respective gross negligence or wilful misconduct, as applicable, as determined by this Court.

PIPEDA

10. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *British Columbia Personal Information Protection Act*, the Petitioners, the Monitor and Origin and their respective advisors are authorized and permitted to disclose and transfer to prospective purchasers or bidders, and their advisors, personal information of identifiable individuals, but only to extent desirable or required to negotiate or attempt to complete a transaction pursuant to the Sale Process (a “**Transaction**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Petitioners, the Monitor or Origin, as applicable, or in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Petitioners, the Monitor or Origin. The successful purchaser(s) under the Sale Process shall be entitled to use the personal information provide to it in a manner which is in all material respects identical to the prior use of such information by the Petitioners.

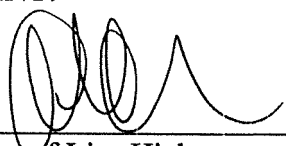
General

11. **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.

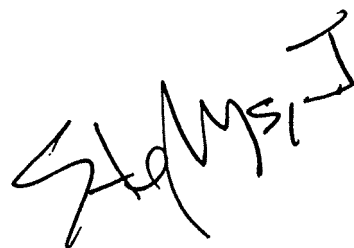
12. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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:

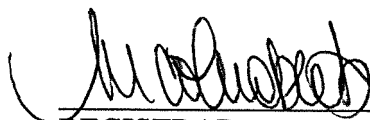


Signature of Lisa Hiebert

Party Lawyer for the Petitioners



BY THE COURT



REGISTRAR



Schedule "A"
Appearance List

Counsel Name	Party Represented
Sean Zweig and Andrew Froh	The Monitor, KSV Restructuring Inc.
Kyle Plunkett (by MSTeams)	Powerscourt Investments XXV, LP, Powerscourt Investments XXV Trust, Trinity Capital Inc., Horizon Technology Finance Corporation, Horizon Credit II LLC, Horizon Funding I LLC and Horizon Funding Trust 2022-1
[●]	[●]
Bill Skelly	AECOM TISHMAN and ESC Partners
Celine Conly	Tokio Marine and Tisura Group

Schedule "B"

See attached - Sale Procedures

SALE PROCEDURES
Nexii Building Solutions Inc., Omicron Canada Inc. and others

INTRODUCTION

1. Nexii Building Solutions Inc., Nexii Construction Inc., NBS IP Inc. and Nexii Holdings Inc. (collectively, the "**Petitioners**") obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**" and the Petitioners' proceedings thereunder, the "**CCAA Proceedings**") pursuant to an order (the "**Initial Order**") made by the Supreme Court of British Columbia (the "**CCAA Court**") on January 11, 2024. The benefits of the stay of proceedings granted in favour of the Petitioners pursuant to the Initial Order was extended to Omicron Canada Inc., Omicron Construction Management Ltd., Omicron Consulting Ltd., Omicron Interiors Ltd., Grant & Sinclair Architects Ltd and Omicron Construction Ltd. (collectively, the "**Non-Petitioner Stay Parties**" and together with the Petitioners, the "**Group**").
2. Pursuant to the Initial Order, KSV Restructuring Inc. was appointed as monitor (in such capacity, the "**Monitor**") of the Petitioners in the CCAA Proceedings with certain enhanced powers.
3. Pursuant to proceedings commenced in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**") under Chapter 15, Title 11, of the United States Code, on January 16, 2024, the Petitioners obtained, among other things, recognition of the CCAA Proceedings.
4. On January 22, 2024, the CCAA Court granted: (i) an order amending and restating the Initial Order (the "**ARIO**"), and (ii) an order (the "**Sale Process Order**") authorizing the Monitor to implement a sale process in respect of the Group and their Business and Property (each as defined below) in accordance with the terms hereof (the "**Sale Process**"). Copies of the ARIO and the Sale Process Order can be found at: www.ksvadvisory.com/experience/cases/Nexii.
5. Powerscourt Investments XXV, LP, Trinity Capital Inc. and Horizon Technology Finance Corporation (collectively, the "**Interim Lenders**") have agreed to provide certain interim financing to the Petitioners pursuant to, and in accordance with, a DIP Facility Term Sheet dated January 9, 2024, between the Interim Lenders and the Petitioners and approved by the CCAA Court (the "**Interim Loan**").
6. The Group have retained Origin Merchant Partners ("**Origin**") to, among other things, carry out the Sale Process with the assistance and under the oversight of the Monitor.
7. The purpose of the Sale Process is to solicit interest in one or more sales of all, substantially all, or components of the Group's assets (the "**Property**"), and/or the Group's business operations (the "**Business**"), as a going concern or otherwise. For greater clarity, this may include separate transactions in respect of the assets or business operations of the Petitioners and the Non-Petitioner Stay Parties.
8. As described below, the various deadlines herein may be extended by Origin and the Monitor with the consent of the Interim Lenders. The Monitor will consider extending

such deadlines in the event that the Monitor determines that such an extension will generally benefit the Group's creditors and other stakeholders.

"AS IS, WHERE IS" BASIS

9. Any transaction involving the Property, the Business or the Group (in each case, a "**Transaction**") will be subject only to such representations, warranties, covenants, or indemnities as are expressly included in a Binding Final Agreement (as defined in paragraph 20), but will otherwise be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Group, the Monitor or any of their respective agents, estates, advisors, professionals, employees, directors, partners, or otherwise, including, without limitation, Origin.

TIMELINE

10. The Sale Process shall commence immediately following the issuance of the Sale Process Order. The table below sets out subsequent key deadlines in the Sale Process that interested parties should note:

MILESTONE	DATE
Distribution of the Teaser Letter and Confidentiality Agreement (as defined in paragraphs 11 and 12, respectively)	By no later than 5:00 p.m. (Pacific Time) on January 24, 2024
Distribution of CIM (as defined in paragraph 14)	By no later than 5:00 p.m. (Pacific Time) on January 29, 2024
Bid Submission Deadline	By no later than 5:00 p.m. (Pacific Time) on March 7, 2024,
Selection of Successful Bid(s)	By no later than 5:00 p.m. (Pacific Time) on March 18, 2024
Approval Order (as defined below) - <i>required for all bids involving the Petitioners' Property or Business</i>	As soon as practical after selection of Successful Bid(s) and the execution of the Binding Final Agreement
Closing Date(s)	As soon as practical after receipt of Approval Order (if required), but in any event no later than April 30, 2024

SOLICITATION OF INTEREST

11. Prior to the issuance of the Sale Process Order, in consultation with the Group, the Monitor and the Interim Lenders, Origin will prepare a list of potential bidders (the "**Known Potential Bidders**") who may have interest in a Transaction. Such list will

include both strategic and financial parties who may be interested in acquiring an interest in the Group and/or their assets pursuant to an asset purchase transaction. Concurrently, Origin, in consultation with the Group, the Monitor and the Interim Lenders, will prepare an initial offering summary (the "**Teaser Letter**") notifying the Known Potential Bidders and inviting the Known Potential Bidders to express interest in making a binding bid to acquire an interest in the Group and/or their assets (a "**Binding Bid**").

12. By no later than 5:00 p.m. (Pacific Time) on January 24, 2024, Origin shall distribute to the Known Potential Bidders and any other person that, to the best of Origin's knowledge, has expressed interest in a Transaction, the Teaser Letter, as well as a draft form of confidentiality agreement (the "**Confidentiality Agreement**") that shall inure to the benefit of the person(s) who make(s) a Successful Bid (as defined below) pursuant to the Sale Process. Copies of the Teaser Letter and Confidentiality Agreement shall be provided to any appropriate persons who become known to the Monitor, Origin or the Group after the initial distribution of such documents.
13. Any person (a) who executes a Confidentiality Agreement in form and substance satisfactory to the Monitor and Origin, and (b) whom the Monitor and Origin are satisfied has the financial capabilities and technical expertise to make a viable Binding Bid, shall be deemed to be a qualified bidder (each, a "**Qualified Bidder**").

DUE DILIGENCE

14. Origin will prepare a confidential information memorandum ("**CIM**") by no later than 5:00 p.m. (Pacific Time) on January 29, 2024, describing the opportunity to make a Binding Bid and shall deliver the CIM to each Qualified Bidder as soon as practicable after such person is deemed to be a Qualified Bidder in accordance with the Sale Process.
15. Origin shall provide each Qualified Bidder with information, which may include management presentations, access to an electronic data room, on-site inspections, and other matters or information which a Qualified Bidder may reasonably request from Origin in order to submit a Binding Bid. Origin may designate a representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders and the manner in which such requests must be communicated. Origin, the Monitor and the Group are not obliged to furnish any information relating to the Group, the Property or the Business to any person other than to Qualified Bidders. Further, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Qualified Bidders if the Monitor, in consultation with the Group, determines such information to represent proprietary or sensitive competitive information that should not be disclosed.

SUBMISSION OF BINDING BIDS

16. Any Qualified Bidder may submit a Binding Bid to Origin and the Monitor at the addresses specified in Schedule "A" on or before 5:00 p.m. (Pacific Time) on March 7, 2024, or such later time and date that Origin and the Monitor may determine, with the prior written consent of the Interim Lenders (the "**Bid Submission Deadline**"). Origin and the Monitor shall forthwith provide copies of any Binding Bids received to the Interim Lenders, subject to paragraph 30.

17. A Binding Bid shall be a "Qualified Bid" in the event that:
- (a) for bids requiring Court approval, it includes a letter stating that the bid is irrevocable until the earlier of (i) approval by the CCAA Court and recognition of such approval by the US Bankruptcy Court (if required), and (ii) forty-five (45) days following the Bid Submission Deadline; provided, however, that if such bid is selected as a Successful Bid or the Backup Bid (each as defined below), it shall remain irrevocable until the closing of the Successful Bid or the Backup Bid, as the case may be;
 - (b) it includes a duly authorized and executed purchase and sale agreement specifying all consideration payable (including any liabilities to be assumed by the Qualified Bidder), together with all exhibits and schedules, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules;
 - (c) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;
 - (d) it indicates the Property included, any of the Property expected to be excluded, and/or any additional assets desired to be included in the Transaction;
 - (e) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed Transaction, or other evidence of ability to consummate the proposed Transaction that will allow Origin and the Monitor to make a reasonable determination as to the Qualified Bidder's (and its direct and indirect owners and their principals) financial and other capabilities to consummate the Transaction contemplated by the bid;
 - (f) is not conditional on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the Qualified Bidder has had an opportunity to conduct any and all required due diligence prior to making its bid;
 - (g) it is not conditional upon any governmental or regulatory approval;
 - (h) it fully discloses the identity of each person that is bidding or otherwise that will be sponsoring or participating in the bid, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
 - (i) it is accompanied by a refundable cash deposit (the "Deposit") in the form of a wire transfer (to a trust account specified by the Monitor), in an amount equal to ten percent (10%) of the consideration to be paid in respect of the bid, to be held and dealt with in accordance with the Sale Process;
 - (j) it contains an allocation of the consideration payable;
 - (k) it includes a closing date of no later than April 30, 2024 (subject to the Approval Order having been obtained, if required);

- (l) it contains other information that may be reasonably requested by Origin or the Monitor;
 - (m) it includes an acknowledgement that the bid is made on an "as-is, where-is" basis and that the bidder has had an opportunity to conduct any due diligence it considers necessary or desirable prior to making its bid and has relied solely on its own independent review, investigation and inspection of the documents, assets to be acquired and the liabilities to be assumed; and
 - (n) it is received by no later than the Bid Submission Deadline.
18. Origin may, with the consent of the Monitor, in consultation with the Interim Lenders, waive strict compliance with one or more of the requirements specified in section 17 and deem any Binding Bid(s) to be a Qualified Bid notwithstanding any non-compliance with the terms and conditions of the Sale Process.

REVIEW OF BINDING BIDS AND SELECTION OF SUCCESSFUL BID(S) AND BACKUP BID(S)

19. Binding Bids will be valued based upon numerous factors, including, without limitation, items such as purchase price and the net value provided by such offer, the claims likely to be created by such offer in relation to other offers, the identity, circumstances and ability of the bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the stakeholders of the Group, factors affecting the speed, certainty and value of the transaction (including, but not limited to, third party contractual arrangements or other consents required to close the transaction), the assets included or excluded from the offer, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by the Monitor, in consultation with the Group and the Interim Lenders.
20. Origin and the Monitor, in consultation with the Group and the Interim Lenders, shall review all Qualified Bids and may select: (i) one or more highest, best or otherwise most favourable Qualified Bids (each, a "**Successful Bid**"), and (ii) the next highest, best or otherwise most favourable Qualified Bid (each, a "**Backup Bid**"). Subject to the prior written consent of the Monitor and, provided the Successful Bid does not provide for payment in full of the Senior Secured Debt (as defined below), the Interim Lenders, the Group may enter into a definitive agreement or agreements (each a "**Binding Final Agreement**") with the person or persons who submitted Successful Bid(s).
21. Any Qualified Bidder that makes a Successful Bid shall be a "**Successful Bidder**" and any Qualified Bidder that makes a Backup Bid shall be a "**Backup Bidder**". Origin or the Monitor will notify each Successful Bidder and Backup Bidder as soon as reasonably practical of the Group's intention to enter into the Binding Final Agreement and the Backup Bid shall remain open until the consummation of the transaction contemplated by the Successful Bid (and, for greater certainty, the Monitor shall be entitled to continue to hold the Deposit in respect of the Backup Bid until such time as the transaction contemplated by the Successful Bid is consummated).

22. The implementation of any Successful Bid involving the Petitioners' Property or Business shall be subject to approval by the CCAA Court and recognition of such approval by the US Bankruptcy Court (if required).
23. The implementation of any Successful Bid involving the Non-Petitioner Stay Parties' Property or Business may be subject to approval by the CCAA Court.
24. Origin and the Monitor may, provided the proposed Successful Bid does not provide for payment in full of the Senior Secured Debt and with the written consent of the Interim Lenders, aggregate separate Qualified Bids to create one "Successful Bid".
25. The Group, acting through the Monitor, shall have no obligation to enter into a Successful Bid, and may, with the consent of the Monitor and the Interim Lenders, reject any or all Qualified Bids.

SALE APPROVAL

26. Upon execution of a Binding Final Agreement in respect of a Successful Bid, the Petitioners, acting through the Monitor, shall bring an application as soon as reasonably practicable to obtain an order from the CCAA Court approving the Binding Final Agreement (the "**Approval Order**") and may seek recognition of such Sale Process Order from the US Bankruptcy Court (if required). All Qualified Bids, other than the Successful Bid(s), if any, shall be deemed rejected as of the date of approval of the Successful Bid(s) pursuant to the Approval Order and seeking recognition of such Sale Process Order from the US Bankruptcy Court (if required).

CONFIDENTIALITY STAKEHOLDER/BIDDER COMMUNICATION AND ACCESS TO INFORMATION

27. All discussions regarding the Sale Process should be directed through Origin or the Monitor. Under no circumstances should management of the Group or any stakeholder of the Group be contacted directly without the prior written consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the Sale Process. For greater certainty, nothing herein shall preclude a stakeholder from contacting potential bidders, with the agreement of Origin and the Monitor, to advise that the Group have commenced the Sale Process and that they should contact Origin if they are interested in participating in the Sale Process.
28. If it is determined by Origin, in consultation with the Monitor and the Group, that it would be worthwhile to facilitate a discussion between one or more Qualified Bidders and a stakeholder or other third party as a consequence of a condition to closing or potential closing condition identified by such Qualified Bidder, Origin may provide such Qualified Bidder with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such bidder to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by Origin and the Monitor. Origin and the Monitor must be provided with the opportunity to be present at all such communications or meetings.

ACCESS TO INFORMATION AND CREDIT BIDDING BY INTERIM LENDERS

29. Following the Bid Submission Deadline, copies of the Binding Bids shall be shared by Origin and the Monitor with the Interim Lenders. Should none of the Binding Bids received be acceptable to the Interim Lenders, including because such Binding Bids do not provide for the immediate repayment in cash of all outstanding amounts owing in respect of the senior debt owed to the Interim Lenders, the Monitor and Origin, with the consent of the Interim Lenders, may terminate the Sale Process and accept a credit bid (or such other bid) from the Interim Lenders for any part of the Business and/or the Property.
30. Notwithstanding anything contained herein, Origin, the Monitor and the Group, shall not provide the Interim Lenders with any information relating to the Binding Bids, other than the Subject Information (as defined below), unless and until the Interim Lenders confirm to Origin, the Group and the Monitor in writing that if they submit a credit bid in the Sale Process, such bid shall not be for an amount greater than the Senior Secured Debt. For the purposes of this paragraph, "**Subject Information**" shall mean, subject to the Monitor's determination of whether it is appropriate to disclose: (i) the amount and form of consideration payable in respect of the Senior Secured Debt; (ii) the transaction structure and the material conditions to closing contemplated in any Binding Bid; and (iii) any other information the Monitor considers appropriate.
31. The Group's directors and senior management ("**Management**") shall each confirm to the Monitor that they are not, directly or indirectly (including through affiliates or companies in which they control or have a majority ownership interest) participating in the preparation or submission of any bid pursuant to this Sale Process (the "**Independence Confirmation**"). Members of Management that do not provide the Independence Confirmation are deemed to be potential bidders and are not entitled to receive information under this Sale Process, and shall not to attend meetings with, or otherwise communicate with, Qualified Bidders except with the written consent of the Monitor (which maybe provided by email), which consent may be subject to conditions, including requiring Origin and/or the Monitor to attend such meetings or communications.

DEPOSITS

32. All Deposits paid pursuant to this Sale Process shall be held in trust by the Monitor in a non-interest-bearing account. The Monitor shall hold Deposits paid by each Successful Bidder and Backup Bidder in accordance with the terms of the Binding Final Agreement with the Successful Bidder and the Backup Bidder.
33. If a Deposit is paid pursuant to this Sale Process, and the Group, acting through the Monitor, elect not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the person that paid such Deposit, subject to section 34, the Monitor shall return the Deposit to that person.
34. If a Qualified Bidder: (i) breaches any of its obligations under its Qualified Bid, any Binding Final Agreement or the terms of the Sale Process (including the Confidentiality Agreement); or (ii) breaches its obligations under the terms of the Sale Process (including the Confidentiality Agreement) or under the terms of its Qualified Bid if required by the Group to complete such transaction contemplated by its Qualified Bid, then, in each case,

such Qualified Bidder's Deposit will be forfeited as liquidated damages and not as a penalty.

OTHER MATTERS

35. The Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Group, the Monitor or Origin and any Qualified Bidder or any other party, other than as specifically set forth in a Confidentiality Agreement or a definitive agreement that may be signed with the Group.
36. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Binding Bid, due diligence activities, and any other negotiations or other actions, whether or not they lead to the consummation of a transaction.
37. Notwithstanding the process and deadlines outlined above with respect to the Sale Process, with the prior consent of the Interim Lenders and the assistance of Origin, the Monitor may, at any time: (i) pause, terminate, amend or modify the Sale Process; (ii) remove any portion of the Business and the Property from the Sale Process; (iii) bring an application to the CCAA Court to seek approval of a sale of, or investment in, all or part of the Property or the Business whether or not such sale or investment is in accordance with the terms or timelines set out in the Sale Process; and (iv) establish further or other procedures for the Sale Process, provided that the service list in the CCAA Proceedings shall be advised of any substantive modification to the procedures set forth herein.

SCHEDULE "A"

Addresses for Deliveries

Any delivery made to Origin pursuant to this Sale Process shall be made to:

Origin Merchant Partners
200 Bay Street, Suite 1300
Toronto, Ontario M5J 2W4

Attention: Andrew Muirhead
Email: andrew.muirhead@originmerchant.com

Any delivery made to the Monitor pursuant to this Sale Process shall be made to:

KSV Restructuring Inc.
220 Bay Street, 13th Floor, PO Box 20,
Toronto, Ontario, M5J 2W4

Attention: Noah Goldstein / Ross Graham
Email: ngoldstein@ksvadvisory.com / rgraham@ksvadvisory.com

With a copy to the Monitor's counsel:

Bennett Jones LLP
100 King Street West, Suite 3400
Toronto, Ontario M5X 1A4

Attention: Sean Zweig / Mike Shakra
Email: zweigs@bennettjones.com / shakram@bennettjones.com

Deliveries pursuant to this Sale Process by email shall be deemed to be received when sent. In all other instances, deliveries made pursuant to this Sale Process shall be deemed to be received when delivered to the address as identified above.

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