



No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

PETITIONER

**PRE-FILING REPORT OF KSV RESTRUCTURING INC.
AS PROPOSED MONITOR**

January 10, 2024

Contents

Page

1.0 Introduction 1

2.0 Background 4

3.0 Cash Flow Forecast..... 7

4.0 Interim Loan 8

5.0 Court Ordered Charges 12

6.0 Proposed Payment of Critical Vendor Obligations 14

7.0 Monitor’s Enhanced Powers 15

8.0 Comeback Motion 15

9.0 Conclusion and Recommendation 16

Appendices

Appendix	Tab
KSV’s Consent to Act as Monitor	A
Cash Flow Forecast and Management’s Report on Cash Flow Forecast	B
Proposed Monitor’s Report on Cash Flow Forecast	C
Interim Facility Term Sheet	D
Interim Loan Comparison.....	E

1.0 Introduction

1. KSV Restructuring Inc. (“KSV”) understands that Nexii Building Solutions Inc. (“NBSI”) and its wholly-owned direct and indirect subsidiaries, Nexii Construction Inc. (“Nexii Construction”), NBS IP Inc. (“NBS IP”), and Nexii Holdings Inc. (“Nexii US” and together with NBSI, Nexii Construction and NBSIP, the “Petitioners”) intend to make an application to the Supreme Court of British Columbia (the “Court”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), for an initial order (the “Initial Order”), among other things, granting the Petitioners relief under the CCAA, and appointing KSV as monitor in the Petitioners’ CCAA proceedings (in such capacity, the “Monitor”).
2. The Petitioners are engaged in the business of developing, constructing and designing building projects using a low-carbon alternative concrete material.
3. NBSI also holds direct and indirect interest in Omicron Canada Inc. (“OCI”), Omicron Construction Management Ltd., Omicron Consulting Ltd., Grant & Sinclair Architects Ltd., Omicron Interiors Ltd., and Omicron Construction Ltd. (collectively, the “Omicron Entities”), each of which operate as a group independently from the Petitioners. The Omicron Entities design, build, and manage the construction of large commercial and residential projects in Western Canada.
4. The Omicron Entities are not petitioners in these CCAA proceedings and are collectively referred to as the “Non-Petitioner Stay Parties”. The Petitioners are requesting that certain protections of the Initial Order be extended to the Omicron Entities. The Petitioners and Omicron Entities are collectively referred to as the “Nexii Group”.
5. The principal purpose of these CCAA proceedings is to create a stabilized environment to enable the Petitioners to: (i) secure urgently required debtor-in-possession (“DIP”) financing; and (ii) undertake a Court-supervised sale process (the “Sale Process”) to enter into a transaction or transactions in respect of the Nexii Group. No relief is being sought at the initial application in respect of the Sale Process.
6. If the Initial Order is granted, the Petitioners intend to return to Court for an application (the “Comeback Motion”) seeking approval of an Amended and Restated Initial Order and Sale Approval Order (each as defined and discussed below).
7. The Affidavit of Bill Tucker, Chief Executive Officer of NBSI, sworn January 10, 2024 in support of the CCAA application (the “Tucker Affidavit”), provides, among other things, background information concerning the Nexii Group’s business, as well as the reasons for the commencement of these CCAA proceedings. Mr. Tucker is also the CEO of OCI.
8. If the Court grants the relief set out in the proposed Initial Order, the Court materials filed in the CCAA proceedings will be made available by KSV on its case website at www.ksvadvisory.com/experience/case/Nexii (the “Case Website”).

9. KSV is filing this report (the “Pre-Filing Report”) as the proposed Monitor. If the Initial Order is granted, the Monitor will file a subsequent report in respect of the relief to be sought by the Petitioners at the Comeback Motion, which report will also detail any matters that have arisen since the date of this Pre-Filing Report.

1.1 Purposes of this Pre-Filing Report

1. The purposes of this Pre-Filing Report are to:
 - a) provide KSV’s qualifications to act as Monitor;
 - b) provide certain limited background information about the Nexii Group and its consolidated financial position;
 - c) report on the Petitioners’ cash flow projection (the “Cash Flow Forecast”) for the period of January 7, 2024 to January 22, 2024;
 - d) summarize the terms of a proposed DIP facility (the “Interim Loan”) in the maximum principal amount of USD\$4,300,000 to be made available to the Petitioners pursuant to a DIP facility term sheet (the “Interim Facility Term Sheet”) between the Petitioners, as borrowers, and each of Powerscourt Investments XXV, LP (“Powerscourt”), Trinity Capital Inc. (“Trinity”) and Horizon Technology Finance Corporation (“Horizon”), as lenders (collectively, and in such capacity, the “Interim Lenders”);
 - e) discuss the rationale for including the following relief in the Initial Order, along with KSV’s views thereon:
 - i. a charge in the amount of \$500,000 (the “Administration Charge”) on all of the Petitioners’ current and future assets, property and undertakings (collectively, the “Property”) to secure the fees and disbursements of the Petitioners’ legal counsel, Fasken Martineau DuMoulin LLP, the Monitor, and its independent legal counsel, Bennett Jones LLP;
 - ii. a charge in the amount of \$1,040,000 (the “Directors’ Charge”) on the Property in favour of the directors and officers of the Petitioners (the “Directors and Officers”);
 - iii. a charge on the Property up to the maximum amount of USD\$750,000, plus interest, fees and expenses thereon, in favour of the Interim Lenders to secure advances to the Petitioners made under the Interim Loan prior to the Comeback Motion (the “Interim Lenders’ Charge”, and together with the Administration Charge and Directors’ Charge, the “Charges”);
 - iv. the proposed priority of the Charges in the Initial Order;
 - v. the stay of proceedings and certain other protections to be extended to the Non-Petitioner Stay Parties;
 - vi. the Petitioners’ request to enhance the Monitor’s powers in these CCAA proceedings;

- vii. a provision authorizing the Petitioners to pay certain pre-filing obligations to essential suppliers, subject to first obtaining consent from the Monitor and the Interim Lenders; and
- f) provide the proposed Monitor's recommendation regarding the relief sought by the Petitioners in its CCAA application materials.

1.2 Scope and Terms of Reference

1. In preparing this Pre-Filing Report, KSV has relied upon the Petitioners' unaudited financial information, books and records, information available in the public domain and discussions with the Petitioners' management and legal counsel.
2. KSV has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Pre-Filing Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, KSV expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information set out herein should perform its own diligence.
3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information relied upon in this Pre-Filing Report is based upon the Petitioners' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. KSV expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.3 Currency

1. Unless otherwise noted, all currency references in this Pre-Filing Report are in Canadian dollars.

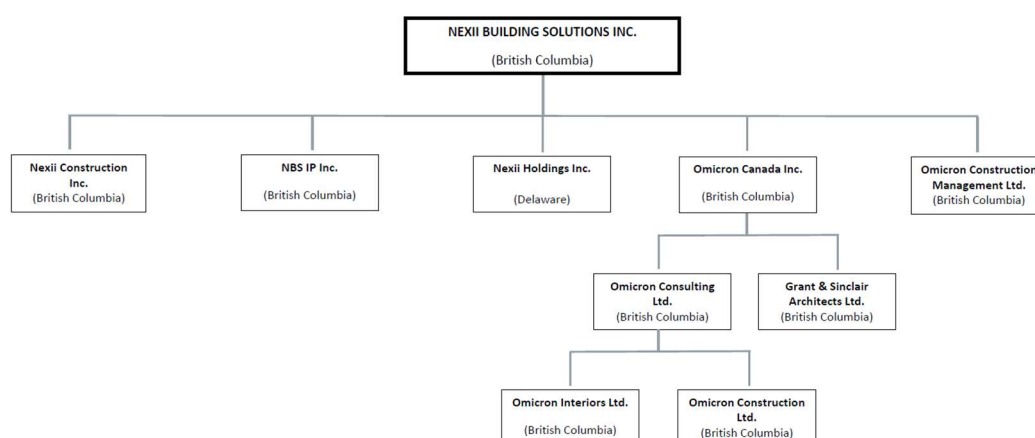
1.4 KSV's Qualifications to Act as Monitor

1. KSV is a licensed trustee within the meaning of subsection 2(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"). KSV is not subject to any of the restrictions to act as Monitor set out in subsection 11.7(2) of the CCAA.
2. KSV has consented to act as Monitor in the CCAA proceedings should the Initial Order be granted. A copy of KSV's consent to act as Monitor is attached hereto as Appendix "A".
3. KSV Advisory Inc. ("KSV Advisory"), an affiliate of KSV, was engaged by the Senior Secured Lenders (as defined below) on October 12, 2023 to assist the Nexii Group in connection with liquidity issues and assessing various strategic alternatives. During its engagement, KSV Advisory obtained an understanding of the Petitioners' business which will assist KSV to fulfill its duties as Monitor if the Initial Order is granted.

4. Neither KSV nor any of its representatives or affiliates have at any time in the past two years been: (a) a director, officer or employee of the Petitioners; (b) related to the Petitioners, or to any director or officer of the Petitioners; or (c) the auditor, accountant or legal counsel, or a partner or an employee of the auditor, accountant or legal counsel, of the Petitioners.

2.0 Background

1. The Tucker Affidavit sets out detailed information with respect to the Petitioners' business and operations and support for the relief sought pursuant to the Initial Order. The information contained in the Pre-Filing Report is not intended to be a detailed summary of all matters relating to the business of the Petitioners. KSV recommends that readers review the application materials filed by the Petitioners in respect of these CCAA proceedings.
2. The Petitioners' organizational chart is provided below:



2.1 Petitioners and Non-Petitioner Stay Parties

1. The Petitioners design and construct commercial buildings in North America. A high-level description of the business of the Petitioners is below.

NBSI

- a) NBSI, incorporated under British Columbia laws, is the main operating entity and ultimate parent company of the Nexii Group. Its leased head office is located in Vancouver, British Columbia (the "Head Office").
- b) NBSI is dedicated to developing, constructing and designing building projects using a low-carbon alternative concrete material, which is marketed as "Nexiite". NBSI manufactures Nexiite using raw materials sourced from various suppliers. Nexii advises that the construction industry is the world's largest contributor to solid waste, and buildings are the number one source of climate pollution, accounting for 37% of emissions globally. Nexii advises that NBSI's buildings have approximately 31% less embodied carbon than conventional construction materials.

- c) Nexiite is a proprietary product to NBSI and is desirable because of its strong and lightweight qualities. Nexiite uses less energy than traditional concrete material, making it a valuable, environmentally sustainable, building solution.
- d) The building projects are assembled using panels of Nexiite, which are produced out of NBSI's manufacturing facility in Squamish, British Columbia (the "Squamish Plant"). The panelling system used by NBSI enables it to rapidly assemble the buildings in a matter of days.
- e) NBSI's customer base is comprised of well-known companies including Wal-Mart Stores Inc., JPMorgan Chase & Co., Starbucks Coffee Company and AECOM.

Nexii Construction and NBS IP

- a) Nexii Construction and NBSI IP are both incorporated under British Columbia laws, and hold no assets nor have any active operations.

Nexii US

- a) Nexii US is incorporated under the laws of Delaware, and carries on operations in the United States. All of the Petitioners' US projects and activities are conducted through Nexii US, however, the Squamish Plant is still used to manufacture for the US building projects.
2. As described in more detail in the Tucker Affidavit, the Petitioners are seeking to extend the stay of proceedings to the Non-Petitioner Stay Parties. The Non-Petitioners Stay Parties operate independently from the Petitioners and are able to meet their obligations as they come due. The Petitioners are seeking to extend the benefits of the stay of proceedings to the Non-Petitioner Stay Parties, in order to protect against potential cross-defaults that could arise in connection with the Petitioners' commencement of the CCAA proceedings. Extending the stay of proceedings to the Non-Petitioner Stay Parties is intended to preserve their value by preventing enforcement attempts and disruption of their business.

2.2 Employees

- 1. As of December 20, 2023, 142 individuals are employed by NBSI, of which 75 employees work at the Squamish Plant, 62 work in Vancouver and 5 work in the United States for Nexii US. The Omicron Entities employ approximately 160 individuals, of which 10 primarily perform duties for NBSI.
- 2. As of the date of this Pre-Filing Report, the Petitioners have advised they are current on payroll obligations, including source deductions.
- 3. NBSI provides health, dental and other employee benefits through a third-party insurance provider, which NBSI advises are paid current. NBSI does not maintain any registered pension plans.

2.3 Secured Creditors

2.3.1 Senior Secured Creditors

1. The Petitioners, among others, are debtors under an amended and restated venture loan and security agreement with Horizon (and certain of its affiliates), Trinity and Powerscourt (collectively, the “Senior Secured Lenders”) dated August 27, 2021 (the “Loan Agreement”). The Loan Agreement originally included five loan commitments, which totaled USD\$40 million. The Petitioners, and others, have granted security in favour of the Senior Secured Lenders for the amounts owing.
2. The Loan Agreement was amended on June 8, 2022 to include an additional four loan commitments, which totaled USD\$20 million, bringing the full facility value of the Loan Agreement to USD\$60 million.
3. On June 21, 2023, the Senior Secured Lenders delivered a formal written demand on the Nexii Group for payment of the indebtedness owing to the Senior Secured Lenders, following certain events of defaults, which was accompanied by notices of intention to enforce security delivered pursuant to subsection 244(1) of the BIA (the “Demand”). A copy of the Demand is included in the Tucker Affidavit as Exhibit “I”.
4. The Loan Agreement was further amended and supplemented by, among other things, an amended and restated accommodation agreement dated December 15, 2023 pursuant to which the Senior Secured Lenders agreed to extend additional loans to the Petitioners under the Loan Agreement subject to the terms and conditions contained therein.
5. As of January 4, 2024, approximately USD\$79 million was outstanding under the Loan Agreement.
6. The obligations of the Petitioners under the Loan Agreement are due and payable at the option of the Senior Secured Lenders upon the occurrence of an event of default. Several events of default have occurred and, accordingly, the Nexii Group is in default of amounts under the Loan Agreement.

2.3.2 Other Secured Creditors

1. The Petitioners have various leased equipment, including vehicles and office equipment. Approximately \$625,000 is owing, collectively, to parties under equipment lease agreements.
2. On March 9, 2023, the Petitioners entered into an indemnity agreement with Tokio Marine Canada (“TMC”) in connection with bonds issued by TMC (the “Bond Indemnity Agreement”). The bonds were required to complete certain of the Petitioners’ projects. The Bond Indemnity Agreement included a security interest in favour of TMC. In addition to the Bonding Agreement, Nexii also has a bonding agreement with Trisura Guarantee Insurance Company. If the Petitioners are unable to continue operations, the bonds will likely be drawn, triggering potential exposure.

2.4 Unsecured Creditors

1. The Petitioners are behind on amounts owing to a number of trade creditors and service providers. The Petitioners do not have the liquidity available to make payments owing to these creditors and/or contract counterparties.

3.0 Cash Flow Forecast

1. The Cash Flow Forecast and the Petitioners' statutory report thereon pursuant to Section 10(2)(b) of the CCAA are attached hereto as Appendix "B".
2. The Cash Flow Forecast indicates that the Petitioners require funding prior to the Comeback Motion, as reflected in the table below.

(unaudited; CAD; \$000s)	Jan 7 – Jan 22
Receipts	-
Disbursements	
Project costs	-
Payroll	1,315
Other	397
Professional fees	300
Contingency	100
	<u>2,112</u>
Net Cash Flow	(2,112)
Opening Cash Balance	1,451
Net Cash Flow	<u>(2,112)</u>
Shortfall prior to the Comeback Motion	<u>(661)</u>

3. The Cash Flow Forecast excludes any receipts and disbursements relating to nine on-going projects. This is based on the assumption that these projects will only be completed if the Petitioners are able to reach agreements with the project owners to fund ongoing costs as these projects are all expected to generate breakeven or negative margin. As the outcome of these negotiations is unknown, project receipts and costs have been omitted.
4. In order to provide the Petitioners with the liquidity required to fund their operations, the Petitioners are seeking the approval of the Interim Facility Term Sheet, provided that until the Comeback Motion, the Petitioners are only requesting that they be permitted to draw up to USD\$750,000 (C\$1,001,0625¹) to fund the expenditures noted in the table above. The amounts contemplated to be funded under the Interim Facility Term Sheet are to be secured by the Interim Lenders' Charge. This amount is larger than the funding requirement for the period set out in the Cash Flow Forecast as it includes a reasonable buffer for contingencies, which may include amounts for ongoing projects.

¹ Based on the effective exchange rate on January 7, 2023 of C\$1.34/US\$1.

5. The amount required to be drawn in the first ten days represents approximately 17% of the total Interim Loan. KSV has reviewed the Cash Flow Forecast in detail with management and believes that only critical items are being funded until the Comeback Motion. The critical payments include:
 - a) Payroll (\$1,315,000): represents employee payroll, vacation pay and benefits for the Petitioners;
 - b) Other (\$397,000): represents other critical expenses, including rent and office expenses; and
 - c) Professional fees (\$300,000): professional fees paid for certain services completed in preparation of pre-filing materials.
6. Based on KSV's review of the Cash Flow Forecast, the cash flow assumptions appear reasonable. The proposed Monitor's report on the Cash Flow Forecast is attached as Appendix "C".
7. The Petitioners will file an updated Cash Flow Forecast for an extended period prior to the Comeback Motion.

4.0 Interim Loan

1. The Petitioners have limited tangible assets, making obtaining interim financing challenging. Certain of the Senior Secured Lenders have submitted a term sheet to provide the Petitioners with additional funding through these CCAA proceedings. The Petitioners have selected the Interim Lenders to provide the Interim Loan, given their existing status as the largest secured lenders to the Petitioners (and likely the fulcrum creditors) and given that the economic terms of the Interim Facility Term Sheet appear reasonable.
2. The significant terms of the Interim Loan are summarized below. The Interim Loan is being provided by Powerscourt, Trinity and Horizon, collectively as the Interim Lenders. A copy of the Interim Facility Term Sheet is attached hereto as Appendix "D".
 - a) Borrowers: Nexii Building Solutions Inc., NBS IP Inc., Nexii Construction Inc., and Nexii Holdings Inc. (collectively, and on a joint and several basis, the "Borrowers");
 - b) Interim Lenders: Powerscourt Investments XXV Trust, Trinity Capital Inc., and Horizon Technology Finance Corporation;
 - c) Initial Loan: up to a maximum principal of USD\$4,300,000 million (the "Maximum Amount"), including an initial loan in an amount of USD\$750,000 (the "Initial Loan");

- d) Maturity Date: the earlier of:
- i. April 30, 2024 (or such later date as the Interim Lenders in their sole discretion may agree to in writing with the Borrowers);
 - ii. the date on which (i) the stay of proceedings under the CCAA proceedings is lifted without the consent of the Interim Lenders, or (ii) the CCAA proceedings are terminated for any reason;
 - iii. the closing of a sale or similar transaction for all or substantially all of the assets and business of the Borrowers pursuant to the Sale Process, which has been approved by an order entered by the Court;
 - iv. the implementation of a plan approved by an order entered by the Court;
 - v. the conversion of the CCAA Proceedings into a proceeding under the BIA;
or
 - vi. the occurrence of an event of default.

The Interim Lenders' commitment in respect of the Interim Loan shall expire on the Maturity Date and all amounts outstanding under the Interim Loan including accrued Interest and Legal Fees (collectively, the "Obligations") shall be repaid in full on the Maturity Date without the Interim Lenders being required to make demand upon the Borrowers or to give notice that the Interim Loan has expired and the Obligations are due and payable.

- e) Interest rate: 15.5% per annum, compounded and calculated weekly and payable monthly in arrears on the first business day of each month. The interest is the same as that being charged under the existing pre-filing Loan Agreement;
- f) Commitment Fee: a fee equal to 2% of the Maximum Amount. USD\$86,000 of the Commitment Fee shall be fully earned upon the execution of the Interim Facility Term Sheet and shall be paid from the Initial Loan. The remaining balance shall be fully earned upon the issuance of the Amended and Restated Initial Order and paid from the first advance following the date of the Amended and Restated Initial Order (with each such advance being an "Additional Loan");
- g) Expenses: the Borrowers shall pay all reasonable and documented costs and expenses of the Interim Lenders, including of its outside counsel, appraisers, field auditors, and any financial consultant, related to or in connection with the CCAA proceedings;
- h) DIP Security: the Obligations and amounts owing to the Interim Lenders, including the Commitment Fee, are to be secured by the Interim Lenders' Charge on all the Property of the Petitioners;

- i) Cash Flow Projections and Reporting: the Petitioners shall provide a Cash Flow Forecast that will be included as a schedule to the Interim Facility Term Sheet. The Initial Loan under the Interim Loan shall be used in accordance with the initial cash flow projections. Subsequently, the Borrowers shall deliver to the Interim Lenders, by no later than 5 PM (Toronto time) on Tuesday of each week, an updated 13-week cash flow projection, reflecting the projected cash requirements of the Borrowers on a rolling-basis (the “Updated Cash Flow Projections”).
- j) Conditions: the material conditions precedent to the Initial Loan include:
- i. all material documents to be served by the Petitioners in connection with seeking the Initial Order to be in form and substance satisfactory to the Interim Lenders and such application be brought before the Court no later than January 11, 2024;
 - ii. the issuance of the Initial Order, which shall specifically authorize and approve the Interim Loan and the Interim Lenders’ Charge, in an amount corresponding to the Initial Loan;
 - iii. KSV shall have been appointed as the Monitor pursuant to the Initial Order with such powers as are acceptable to the DIP Lenders in their sole discretion;
 - iv. Origin Merchant Partners is engaged as the Petitioners’ financial advisor prior to the issuance of the Initial Order (which condition has been satisfied);
 - v. except to the extent not permitted by the CCAA, the Interim Lenders’ Charge shall have priority over all existing liens, claims, trusts and charges, except for the permitted priority liens which include the Administration Charge and the Directors’ charge (collectively, the “Permitted Priority Liens”); and
 - vi. the Cash Flow Forecast is acceptable to the Interim Lenders.

In addition to the conditions above, the following material conditions are not required for the Initial Loan but are required to be satisfied for any Additional Loan:

- i. the delivery of the material documents to the Interim Lenders, served in connection with the proposed Amended and Restated Initial Order to be in form and substance satisfactory to the Interim Lenders and such application be brought before the Court no later than January 22, 2024;
- ii. the issuance of (i) the Amended and Restated Initial Order approving the increase to the Interim Loan and the Interim Lenders’ Charge and (ii) the Sale Approval Order;
- iii. the Amended and Restated Initial Order and the Sale Approval Order shall not be stayed or otherwise amended without consent of the Interim Lenders;

- iv. no liens rank in priority to the Interim Lenders Charge, except for the Permitted Priority Liens;
 - v. all amounts requested for a particular Additional Loan shall be consistent with the Updated Cash Flow Projections or otherwise agreed to by the Interim Lenders;
 - vi. all representations and warranties contained in the Interim Facility Term Sheet are true and correct as of the date of any Additional Loan;
 - vii. no event of default shall have occurred or will occur as a result of the Initial Loan; and
 - viii. the Interim Lenders shall have received copies of the Petitioners' filed motion or application materials and evidence and/or confirmation from the Petitioners that the Chapter 15 recognition hearing to recognize, among other things, the Amended and Restated Initial Order, the Sale Process Order and the CCAA proceedings, appointing NBSI as foreign representative, is set before an American court of competent jurisdiction pursuant to the requisite provisions of the American Bankruptcy Code, 11 U.S.C. § 101 by no later than February 2, 2024.
3. It is a term of the Interim Facility Term Sheet that advances may only be used to fund the operations of the Petitioners and that no advances may be used to fund the Omicron Entities.

4.1 Interim Loan Recommendation

1. KSV considered the following factors when reviewing the reasonableness of the Interim Loan, as well as those set out in Section 11.2 of the CCAA:
 - a) KSV believes that the terms of the Interim Loan are reasonable in the circumstances;
 - b) the Petitioners have a critical and immediate need for interim financing. Without access to the Interim Loan, the Petitioners will be unable to maintain their operations, commence a restructuring process and implement an effective Sale Process. The Interim Loan and the Interim Lenders' Charge will allow the Petitioners to fund their critical payables, including payroll;
 - c) KSV believes that approval of the Interim Loan is in the best interests of the Petitioners' stakeholders and will advance the Petitioners' restructuring process. KSV does not believe that creditors of the Petitioners will be prejudiced as a result of the approval of the Interim Loan – to the contrary, they will benefit from it as it will allow the Petitioners to conduct an effective Sale Process, which will enhance value by identifying the highest and best transaction value for the Petitioners' stakeholders.
 - d) on the application for the Initial Order, the Petitioners are seeking approval to borrow, and secure only the amounts funded under the Initial Loan, which are those amounts required to sustain the business and make critical payments until the Comeback Motion;

- e) KSV compared the terms of the Interim Loan to other DIP facilities approved by Canadian courts in CCAA proceedings commenced in 2022 and 2023. The comparison is attached as Appendix “E”. Based on KSV’s review and analysis, the cost of the proposed Interim Loan is within the range of similar facilities of this size approved by the Court and other Canadian courts in CCAA and other restructuring proceedings. In particular, interest rates on DIP facilities have increased due to the increase in the Bank of Canada’s policy rate;
 - f) the proposed commercial terms largely mirror those contained in the existing Loan Agreement; and
 - g) the Interim Loan is to be provided by the Interim Lenders, who are existing secured creditors of the Petitioners and are supportive of the proposed restructuring process pursuant to the CCAA.
2. Based on the foregoing, KSV believes that the terms of the Interim Loan are reasonable in the circumstances.

5.0 Court Ordered Charges

5.1 Administration Charge

1. The Petitioners are seeking Court approval of an Administration Charge in an initial amount not to exceed \$500,000 to secure the fees and expenses of the Monitor, its legal counsel, and the Petitioners’ legal counsel. Significant fees and costs have been incurred by these firms to-date in preparing for these CCAA proceedings and fees will continue to be incurred prior to the Comeback Motion.
2. The Administration Charge is a customary provision in an initial order in a CCAA proceeding; it is required to provide security to the professionals engaged to assist a debtor company and to protect them if the debtor is unable to pay professional fees and costs during the CCAA process.
3. The Petitioners have worked with KSV to estimate the proposed quantum of the Administration Charge.
4. KSV believes that the Administration Charge is reasonable and appropriate in the circumstances given the complexities of the Petitioners’ proceedings. The professionals require the benefit of the Administration Charge to protect them for their fees and costs that will be incurred during the CCAA proceedings. Without such protection, the professionals are unlikely to be prepared to continue to provide services in the CCAA proceedings.
5. At the Comeback Motion, KSV understands that the Petitioners intend to apply for an increase in the maximum amount of the Administration Charge.

5.2 Directors' Charge

1. The Petitioners are seeking Court approval of a Directors' Charge in an initial amount not to exceed \$1,040,000. The amount of the Directors' Charge was estimated by the Petitioners in consultation with the proposed Monitor, taking into consideration the potential exposure of the Directors and Officers for vacation pay, employee wages, sales taxes and payroll source deductions until the Comeback Motion.
2. KSV understands that the Petitioners are current on their normal course GST/PST/HST and payroll obligations (including employee withholding taxes). Accordingly, the amount of the Directors' Charge represents the rounded sum of:
 - a) one payroll cycle for the employees (inclusive of source deductions) (\$550,000); and
 - b) the estimated amount of the Petitioners' vacation pay owing to employees (\$490,000).
3. The proposed Directors' Charge is being sought as security for the Directors and Officers in connection with any obligations or liabilities that they may incur as a director or officer of the Petitioners after the commencement of the CCAA proceedings. It is KSV's understanding that the Directors may decide to continue in their position, despite the granting of the Enhanced Powers (as defined and further discussed below) to the Monitor.
4. The Petitioners previously maintained a director's and officer's liability insurance program which was discontinued in October 2023. At that time, a renewed policy was signed, and a run off policy was purchased for the previous insurance program through to 2029. KSV understands the insurance coverage beginning in October 2023 is subject to certain exclusions and carve outs which create a degree of uncertainty. Accordingly, KSV believes the Directors' Charge is reasonable given that the expertise offered by the Directors and Officers of the Petitioners is critical to the overall success of the CCAA proceedings. KSV understands that the Directors and Officers are not prepared to be personally liable for the Petitioners' obligations, and accordingly, without the benefit of the Directors' Charge, the continued cooperation of the Directors and Officers would be at risk, which would impair the Petitioners' ability to operate and pursue the Sale Process during the CCAA proceedings.
5. KSV understands that at the Comeback Motion, the Petitioners intend to apply for an increase to the Directors' Charge up to the estimated maximum total exposure of the Directors and Officers at any point in time in the CCAA proceedings.

5.3 Interim Lenders' Charge

1. The Petitioners are seeking a charge in favour of the Interim Lenders to secure all advances under the Interim Loan. KSV is of the view that the Interim Lenders' Charge is required as: (i) the Petitioners are in immediate need of liquidity, including to fund payroll; (ii) the terms of the Interim Loan are reasonable for the reasons set out in Section 4.1 of this Pre-Filing Report; and (iii) the Interim Lenders are not prepared to provide further financing without the benefit of the Interim Lenders' Charge.

5.4 Priority of Charges

1. The Petitioners propose that the Charges have the following priority (amounts presented below are those proposed to be granted in the Initial Order – any increases to the amounts covered by the Charges will be addressed at the Comeback Motion):
 - a) first, the Administration Charge for \$500,000;
 - b) second, the Interim Lenders' Charge for USD\$750,000, plus interest, fees and expenses; and
 - c) third, the Directors' Charge for \$1,040,000;
2. The Monitor is of the view that the priority of the Charges is appropriate and in the interest of facilitating the CCAA proceedings. The priority is consistent with the CCAA Initial Order in British Columbia.

6.0 Proposed Payment of Critical Vendor Obligations

1. On its application for the Initial Order, the Petitioners are seeking a provision permitting them to make payments to certain critical vendors integral to the operation of the business in respect of obligations arising prior to the commencement of the CCAA proceedings.
2. The Petitioners seek authorization to pay these obligations subject to the consent of the Monitor and the Interim Lenders. The Monitor will consider, among other factors, whether:
 - a) the supplier or service provider is considered critical to the business and whether the payment is required to ensure ongoing supply; and
 - b) the proposed payment is expected to preserve, protect or enhance the value of the Petitioners' property or business. This is particularly important with construction projects given the risk of liens being placed on property by unpaid contractors and suppliers.
3. KSV is supportive of the Petitioners' request for the inclusion of a provision authorizing them to pay certain pre-filing obligations owing to critical vendors with the consent of the Monitor and the Interim Lenders. KSV will review each proposed payment in accordance with the foregoing criteria prior to providing (or not providing) the Monitor's required consent, with a view to ensuring that payments to suppliers/contractors in respect of pre-filing obligations are limited to those reasonably necessary in the circumstances to preserve and enhance the value of the Petitioners' business.

7.0 Monitor's Enhanced Powers

1. In June 2023, pursuant to the terms of the above-mentioned accommodation agreement, the Nexii Group consented to the appointment of KSV as receiver if the Senior Secured Lenders were not repaid in full by September 30, 2023. Since that time, several former key members of management resigned, including the former CEO and Vice President of Finance of NBSI. Upon the resignation of the former CEO, Bill Tucker was appointed by the board of directors as the acting CEO of NBSI (as noted above, Mr. Tucker is also CEO of OCI and the Omicron Entities). Notwithstanding these developments, the Senior Secured Lenders continue to work cooperatively with Mr. Tucker. Despite its right to appoint a receiver, the Senior Secured Lenders have consented to these CCAA proceedings to avoid the stigma and certain additional costs of a receivership filing. In addition, management has consented to provide the Monitor with enhanced powers (the "Enhanced Powers"), to enable the Monitor to, among other things, exercise any powers which would typically be exercised by a director or officer of the Petitioners.
2. KSV is of the view that the Enhanced Powers are necessary and will maximize cost efficiencies for the benefit of the Petitioners' creditors. As such, KSV views the granting of the Enhanced Powers as reasonable and appropriate in the circumstances. If the Court does not grant the Enhanced Powers as part of the Initial Order, KSV understands that the Interim Lenders will not agree to fund the Interim Facility and the Senior Secured Lenders would move to appoint a receiver which would be significantly more expensive as it would require a receiver to manage all aspects of the business. KSV has consented to the form of Initial Order which includes the Enhanced Powers.

8.0 Comeback Motion

1. If the Initial Order is granted, the Petitioners intend to return to Court within ten days to seek two orders at the Comeback Motion:
 - a) an Order (the "Amended and Restated Initial Order"), among other things: (i) extending the stay of proceedings; (ii) clarifying that during the stay of proceedings, no party may assert rights of set-off in respect of any obligations owing before the commencement of these CCAA proceedings without an order of the Court (iii) increasing the amount of each of the Charges; (iv) approving an engagement letter between the Petitioners and their Financial Advisor, and (v) granting the Financial Advisor a charge in respect of the transaction fee potentially payable to it pursuant to such engagement letter, to be secured against the proceeds generated from any transaction;
 - b) an Order (the "Sale Approval Order"), among other things: (i) approving the Sale Process; and (ii) authorizing and directing the Petitioners, the Financial Advisor and the Monitor to perform their obligations under the Sale Process; and
 - c) an Order approving a key employee retention plan ("KERP") for certain senior management personnel and a charge in favour of the KERP beneficiaries.
2. If appointed as Monitor, KSV intends to file a report providing its views on the relief the Petitioners are seeking at the Comeback Motion in advance of same.

9.0 Conclusion and Recommendation

1. Based on the foregoing, KSV respectfully recommends that this Court make the Initial Order granting the Petitioners' CCAA application on the terms of the draft Initial Order set out in the Petitioners' application record.

* * *

All of which is respectfully submitted,

Handwritten signature in blue ink that reads "KSV Restructuring Inc.".

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS PROPOSED MONITOR OF
NEXII BUILDING SOLUTIONS INC.,
NEXII CONSTRUCTION INC., NBS IP INC., AND
NEXII HOLDINGS INC.**

Appendix “A”

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

PETITIONERS

CONSENT OF THE PROPOSED MONITOR

KSV Restructuring Inc. hereby consents to act as the Court-appointed monitor in respect of Nexii Building Solutions Inc., Nexii Construction Inc., NBS IP Inc. and Nexii Holdings Inc. (collectively, the "**Petitioners**"), pursuant to the terms of the initial order contained in the Petitioners' Application Record and the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in respect of these proceedings.

Dated: January 10, 2024

KSV RESTRUCTURING INC.

Per:



Name: Noah Goldstein
Title: Managing Director

Appendix “B”

Nexii Building Solutions
Projected Statement of Cash Flows
For the Period Ending January 22, 2024
(Unaudited; C\$000s)

	Note	Week Ending 13-Jan-24	9-days ending 22-Jan-24	Total
	1			
Receipts	2	-	-	-
Disbursements				
Project costs	2	-	-	-
Payroll and source deductions	3	550	765	1,315
Other operating expenses	4	173	224	397
Contingency		50	50	100
Total Operating disbursements		773	1,038	1,812
Net Cash Flow before the Undernoted		(773)	(1,038)	(1,812)
Professional Fees	5	150	150	300
Net Cash Flow		(923)	(1,188)	(2,112)
Opening Cash balance	6	1,451	528	1,451
Net Cash Flow		(923)	(1,188)	(2,112)
DIP proceeds	7	-	1,000	1,000
Closing cash balance		528	339	339

The above financial projections are based on management's assumptions detailed in Appendix "1-1"
The note references correspond to the assumption numbers shown in Appendix "1-1"

Notes to Projected Statement of Cash Flows

For the Period Ending January 22, 2024

(Unaudited; C\$000s)

Purpose and General Assumptions

1. The purpose of the projection is to present a forecast of the cash flow of Nexii Building Solutions Inc., Nexii Construction Inc, NBS IP Inc., and Nexii Holdings Inc. (collectively, the "Petitioners") for the period January 7, 2024 to January 22, 2024 (the "Period").

Hypothetical

2. The projection excludes any receipts and disbursements relating to ongoing projects. The projection assumes these projects will only be completed if the Petitioners are able to reach agreements with the project owners to fund ongoing costs.

Most Probable

3. Includes payroll and benefits for the Petitioners' employees.
4. Represents general operating costs, including rent, sales and marketing, software, administrative costs, overhead costs, and other sundry items.
5. Professional fees reflect the fees incurred for the Monitor, its legal counsel, the Petitioners' legal counsel, and the lenders' legal counsel.
6. Cash balance as of January 4, 2024.
7. Reflects projected DIP funding to be provided by the Interim Lenders, as defined and pursuant to the terms of the Interim Facility Term Sheet.

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 NEXII BUILDING SOLUTIONS INC.,
NEXII CONSTRUCTION INC, NBS IP INC., AND NEXII
HOLDINGS INC.**

**MANAGEMENT'S REPORT ON CASH FLOW STATEMENT
(paragraph 23(1)(b) of the CCAA)**

The management of Nexii Building Solutions Inc., Nexii Construction Inc, NBS IP Inc., And Nexii Holdings Inc. (collectively, the "Petitioners") have developed the assumptions and prepared the attached consolidated statement of projected cash flow as of the 10th day of January, 2024 for the period January 7, 2024 to January 22, 2024 ("Cash Flow Forecast"). All such assumptions are disclosed in the notes to the Cash Flow Forecast.

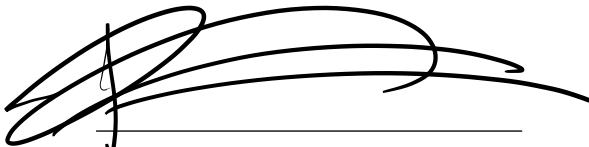
The hypothetical assumptions are suitably supported and consistent with the purpose of the Cash Flow Forecast as described in Note 1 to the Cash Flow Forecast, and the probable assumptions are suitably supported and consistent with the plans of the Petitioners and provide a reasonable basis for the Cash Flow Forecast.

Since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

The Cash Flow Forecast has been prepared solely for the purpose outlined in Note 1 using a set of probable assumptions set out therein. Consequently, readers are cautioned that the Cash Flow Forecast may not be appropriate for other purposes.

Dated at Vancouver, BC this 10th day of January, 2024.

**NEXII BUILDING SOLUTIONS INC., NEXII CONSTRUCTION INC, NBS IP INC., AND NEXII
HOLDINGS INC.**



Per: Bill Tucker

Appendix “C”

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 NEXII BUILDING SOLUTIONS INC.,
NEXII CONSTRUCTION INC, NBS IP INC., AND NEXII
HOLDINGS INC.**

MONITOR'S REPORT ON CASH FLOW STATEMENT
(paragraph 23(1)(b) of the CCAA)

The attached consolidated statement of projected cash-flow of of Nexii Building Solutions Inc., Nexii Construction Inc, NBS IP Inc., and Nexii Holdings Inc. (collectively, the "Petitioners") as of the 10th day January, 2024, consisting of a weekly projected cash flow statement for the period January 7, 2024 to January 22, 2024 (the "Cash Flow Forecast") has been prepared by the management of the Petitioners for the purpose described in Note 1, using probable and hypothetical assumptions set out in the notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management of the Petitioners. We have reviewed the support provided by management for the probable and hypothetical assumptions and the preparation and presentation of the Cash Flow Forecast.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Petitioners or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions; or
- c) the Cash Flow Forecast does not reflect the probable and hypothetical assumptions.

Since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow Forecast will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow Forecast has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto, ON this 10th day of January, 2024.

KSV Restructuring Inc.

KSV RESTRUCTURING INC.,
solely in its capacity as the proposed monitor of
Nexii Building Solutions Inc., Nexii Construction Inc,
NBS IP Inc., And Nexii Holdings Inc.

Appendix “D”

DIP FACILITY TERM SHEET

Dated: January 9, 2024

WHEREAS the Borrowers (as defined below) and each of Omicron Entities (as defined herein), as borrowers, and the DIP Lenders (as defined below), as lenders, are parties to that: (i) Amended and Restated Venture Loan and Security Agreement, amended and restated as of June 8, 2022 (as amended, the “**A&R Agreement**”); and (ii) Amended and Restated Accommodation Agreement dated as of December 15, 2023 (as amended, and together with the A&R Agreement, the “**Senior Credit Agreement**”);

AND WHEREAS the obligations under the Senior Credit Agreement are secured by certain security granted in connection therewith;

AND WHEREAS the Borrowers have requested that the DIP Lenders provide them with further loans to fund the Borrowers’ restructuring efforts pursuant to a debtor-in-possession financing in the context of insolvency proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**” and the Borrowers’ proceedings thereunder, the “**CCAA Proceedings**”) under the jurisdiction of the Supreme Court of British Columbia (the “**Court**”);

AND WHEREAS it is intended that the Omicron Entities shall not be Petitioners under the CCAA Proceedings or participate under the DIP Facility but shall receive the benefit of any stay of proceedings granted to the Borrowers under the CCAA Proceedings as non-Petitioner stay parties;

AND WHEREAS, subject to the terms and conditions contained herein (this “**Agreement**”), the DIP Lenders are prepared to establish the DIP Facility (as defined below) in favour of the Borrowers on the terms and conditions set out in this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

DEFINITIONS

Capitalized terms used (including the recitals above) but not otherwise defined herein shall have the meanings given to them on **Schedule “A”** hereto.

DIP LENDERS:

Powerscourt Investments XXV, LP, Trinity Capital Inc. and Horizon Technology Finance Corporation (collectively, the “**DIP Lenders**”).

BORROWERS

Nexii Building Solutions Inc., NBS IP Inc., Nexii Construction Inc. and Nexii Holdings Inc., (collectively, and on a joint and several basis, the “**Borrowers**”, and each a “**Borrower**”).

JOINT AND SEVERAL

Each of the Borrowers agrees, acknowledges and confirms that at the Borrowers’ request, the DIP Facility has been made available to all of them, and, in each case, that each individual Borrower’s ability to drawdown the full amount available for each DIP Loan (as defined below) under the DIP Facility is not restricted except as specifically provided for in this Agreement. All covenants, agreements and obligations of the Borrowers

contained in this Agreement relating to or in connection with the DIP Facility shall be on a joint and several basis, and each of the Borrowers shall be jointly and severally liable for and obligated to repay all Obligations under the DIP Facility. Such joint and several liability is independent of the duties, obligations and liabilities of each other Borrower. Each of the Borrowers waives all benefits of discussion and division among the Borrowers, and each of the Borrowers acknowledges and confirms that the DIP Lenders shall have no obligation to pursue any other Borrower, as the case may be, for all or any part of the Obligations under the DIP Facility before it can recover all such Obligations from it. Each Borrower acknowledges and confirms that it is fully responsible for all such Obligations even though it may not have requested a single DIP Loan.

Each of the Borrower's liability for payment of the DIP Facility shall be a primary obligation, shall be absolute and unconditional, and shall constitute full recourse obligations of each of the Borrowers, enforceable against each of them to the full extent of their respective assets and properties. Each of the Borrowers expressly waives any right to require the DIP Lenders to marshal assets in favour of any Borrower or any other Person or to proceed against any other Borrower or any collateral provided by any Person, and agrees that the DIP Lenders may proceed against any Borrower or any collateral in such order as they shall determine in their sole and absolute discretion. To the extent permitted by law, any release or discharge, by operation of law, of any Borrower from the performance or observance of any obligation, covenant or agreement contained in this Agreement shall not diminish or impair the liability of any other Borrower in any respect. Each of the Borrowers unconditionally and irrevocably waives each and every defense, right to discharge, compensation and setoff of any nature which, by statute or under principles of suretyship, guaranty or otherwise, would operate to impair or diminish in any way the obligation of any Borrower under this Agreement, and acknowledges that such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from each Borrower now or later securing the DIP Facility, and acknowledges that as of the date of this Agreement no such defense or setoff exists. Each of the Borrowers waives any and all rights (whether by subrogation, indemnity, reimbursement, or otherwise) to recover from any other Borrower any amounts paid or the value of any Property given by such Borrower pursuant to this Agreement or otherwise until the Obligations are irrevocably paid in full in cash.

BORROWER'S GUARANTEE

To the maximum extent permitted by Applicable Law and to the extent that a Borrower is deemed a guarantor, each Borrower unconditionally and absolutely, guarantees payment when due, whether by stated maturity, demand, acceleration

or otherwise, of the Obligations and all existing and future indebtedness owing hereunder or in connection with the DIP Facility owed by each other Borrower and expressly waives any and all defenses now or hereafter arising or asserted by reason of (a) any extension, modification, forbearance, compromise, settlement or variation of any of the terms of the Obligations and the said indebtedness, (b) the discharge or release of any liability of any other Borrower or any other Person now or hereafter liable on the Obligations and the said indebtedness, by reason of bankruptcy or insolvency laws or otherwise, (c) the acceptance or release by the DIP Lenders of any collateral, security or other guaranty from any Borrower or any other Person, or any settlement, compromise or extension with respect to any such collateral, security or other guaranty, (d) the avoidance, invalidity or unenforceability of any collateral, security or other guaranty from any Borrower or any other Person, (e) any failure to give any notice, demand, notice of dishonor, protest, presentment or non-payment, or any other notice, (f) any failure to comply with any Applicable Law in connection with any enforcement of any right or remedy against any collateral, security or other guaranty from any Borrower or any other Person, or (g) any action or inaction of the DIP Lenders in any insolvency proceeding involving any Borrower or any other Person.

DIP FACILITY

A non-revolving loan (the “**DIP Facility**”) up to the maximum principal amount of \$4,300,000 (the “**Maximum Amount**”) including an initial loan in an amount of \$750,000 (the “**Initial Loan**”).

CURRENCY

Unless otherwise noted, the currency of the DIP Facility shall be USD.

MATURITY DATE

The DIP Facility shall be paid in full in cash on the date (the “**Maturity Date**”) which is the earliest of:

(a) April 30, 2024 (or such later date as the DIP Lenders in their sole discretion may agree to in writing with the Borrowers);

(b) the date on which (i) the stay of proceedings under the CCAA Proceedings is lifted without the consent of the DIP Lenders, or (ii) the CCAA Proceedings are terminated for any reason;

(c) the closing of a sale or similar transaction for all or substantially all of the assets and business of the Borrowers pursuant to the Sale Process, which has been approved by an order entered by the Court;

(d) the implementation of a Plan approved by an order entered by the Court; or

(f) the occurrence of an Event of Default. The DIP Lenders' commitment in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility including accrued Interest and Legal Fees (collectively, the "**Obligations**") shall be repaid in full on the Maturity Date without the DIP Lenders being required to make demand upon the Borrowers or to give notice that the DIP Facility has expired and the Obligations are due and payable.

AVAILABILITY

Subject to the terms and conditions set forth in this Agreement, the Initial Order and the Amended and Restated Initial Order (as defined below), the DIP Lenders will, on a several basis, make loans (the "**DIP Loans**") to the Borrowers under the DIP Facility in an aggregate principal amount not to exceed the Maximum Amount, as follows:

(a) Initial Loan: subject to the provisions hereunder under the heading **CONDITIONS PRECEDENT TO THE DISBURSEMENT OF INITIAL LOAN**, upon the issuance of the Initial Order by the Court, the amount of the Initial Loan, or such other lesser amount as may be approved by the Initial Order, will be made available to the Borrowers by the DIP Lenders to finance the Borrowers' working capital and operating requirements in accordance with the Initial Cash Flow Projections. The Initial Loan shall be evidenced by DIP Notes executed by the Borrowers in favour of each DIP Lender's proportionate share of the Initial Loan.

(b) Subsequent Loans: subject to the provisions hereunder under the heading **CONDITIONS PRECEDENT TO THE DISBURSEMENT OF DIP LOANS (OTHER THAN THE INITIAL LOAN)**, and except as may be otherwise agreed in writing by the Borrowers and the DIP Lenders, any further DIP Loans under the DIP Facility (each an "**Additional Loan**") shall be made available to the Borrowers by the DIP Lenders until the Maturity Date in accordance with the then applicable Cash Flow Projections approved by the DIP Lenders in their sole discretion, from time to time, subject to duly issued orders of the Court. Each Additional Loan shall be evidenced by DIP Notes executed by the Borrowers in favour of each DIP Lender's proportionate share of any Additional Loan.

Each DIP Lender shall fund a portion of each DIP Loan equal to its Applicable Percentage of such DIP Loan.

The DIP Lenders shall, jointly and severally, backstop the DIP Facility commitment of each other DIP Lender (each, a "**Backstop Commitment**"), such that if any DIP Lender shall fail to (x) fund its Applicable Percentage of any DIP Loan or (y) fund on a *pro rata* basis a Backstop Advance (collectively, a "**Defaulting Lender Funding Obligation**") (each such defaulting DIP Lender, a "**Defaulting Lender**"), each other DIP Lender which is not a Defaulting Lender shall, within three

(3) Business Days of receiving written notice thereof from the Borrowers, fund on a *pro rata* basis by way of a Backstop Loan each such Defaulting Lender Funding Obligation in accordance with this Agreement.

Unless otherwise agreed to in writing in advance by the DIP Lenders, in their sole direction, each Additional Loan shall be made by the DIP Lenders to the Borrowers as soon as practicable (and in any event within five (5) Business Days) after written notice to the DIP Lenders of the date on which the Borrowers desire to the DIP Lenders to make such Additional Loan and the amount of such Additional Loan.

The full amount of the Initial Loan shall be made available to the Borrowers by the DIP Lenders immediately upon the satisfaction of the conditions precedent listed under the heading **CONDITIONS PRECEDENT TO THE DISBURSEMENT OF INITIAL LOAN** hereunder being satisfied by the Borrowers or otherwise waived by the DIP Lenders in their sole discretion.

ACCOUNT

All DIP Loans shall be deposited into an account acceptable to the Borrowers, the Monitor and the DIP Lenders and withdrawn to pay contemplated expenses under the then applicable Cash Flow Projections and otherwise in accordance with the terms hereof.

USE OF PROCEEDS AND CASH FLOW PROJECTIONS

The Initial Loan under the DIP Facility shall be used in accordance with the cash flow projections attached herewith as **Schedule "B"** (the "**Initial Cash Flow Projections**"), which have been prepared by the Borrowers in consultation with the Monitor. Any Additional Loan shall be used in accordance with the Updated Cash Flow Projections (collectively with the Initial Cash Flow Projections, the "**Cash Flow Projections**"), in each case, to fund working capital and general corporate needs of the Borrowers during, and costs and expenses incurred by the Borrowers in connection with, the CCAA Proceedings.

No proceeds of the DIP Loans may be used for any purpose other than in accordance with the Cash Flow Projections, except with the prior written consent of the DIP Lenders and the Monitor.

INTEREST RATE

Interest ("**Interest**") on the principal outstanding amount of the DIP Loans (including the compounded interest referenced below) from the date each such DIP Loan is made (or, in the case of the compounded interest referenced below, the date that such interest is compounded), both before and after maturity, demand, default, or judgment until payment in full at a rate of 15.5% per annum (the "**Interest Rate**"), compounded and calculated monthly shall accrue and be added to the

principal amount of the DIP Loans on the first day of each month.

All interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

All payments under or in respect of the DIP Facility shall be made free and clear of any withholding, set-off or other deduction.

If any provision hereof or the DIP Credit Documentation would obligate the Borrowers to make any payment of interest or other amount payable to the DIP Lenders in an amount or calculated at a rate which would be prohibited by law or would result in receipt by the DIP Lenders of interest at a criminal rate (as construed under the *Criminal Code* (Canada)) then, notwithstanding that provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by the DIP Lenders of interest at a criminal rate.

FEES

The Borrower shall pay a commitment fee in the amount of \$86,000 (the "**Fee**"), representing 2% of the Maximum Amount, \$15,000 of which shall be fully earned upon the execution of this Agreement and shall be paid from the Initial Loan and the balance of which shall be fully earned upon the issuance of the Amended and Restated Initial Order and paid from the first Additional Loan following the date of the Amended and Restated Initial Order. For certainty, the Fee shall be secured by the DIP Lenders' Charge.

COSTS AND EXPENSES

The Borrowers shall pay all reasonable and documented costs and expenses of the DIP Lenders, and all reasonable and documented fees, expenses and disbursements of outside counsel, appraisers, field auditors, and any financial consultant, related to or in connection with the CCAA Proceedings, including, without limitation, reasonable and documented costs and expenses incurred by the DIP Lenders in connection with the enforcement of any of the rights and remedies available hereunder.

DIP SECURITY

All of the Obligations shall be secured by a Court-ordered charge (the "**DIP Lenders' Charge**") over all present and after-acquired property, assets and undertakings of the Borrowers (including for greater certainty and without limitation, insurance proceeds, intellectual property, goods, documents of title, investment property, securities now owned or hereafter owned or acquired by or on behalf of the Borrowers and those assets set forth on the financial statements of the Borrowers), including all proceeds therefrom and all causes of action of the Borrowers.

The DIP Lenders' Charge shall be a super-priority charge which shall rank ahead of all existing, liens, claims, trusts and charges, but shall be subject to and shall rank behind: (i) an administration charge (the "**Administration Charge**") in the maximum amount of CAD\$1,500,000 to secure payment of the fees, expenses and disbursements of: (a) the Borrowers' Canadian counsel; and (b) the Monitor and its legal counsel; (ii) the Directors' Charge to secure the customary obligations and liabilities of the directors and officers of the Borrowers that they may incur in such capacity from and after the commencement of the CCAA Proceedings as a backstop to any available directors' and officers' insurance and to the extent that any funds in trust for such persons are not sufficient to satisfy such claims; (iii) the IB Charge; and (iv) the KERP Charge.

**CONDITIONS PRECEDENT TO
THE DISBURSEMENT OF INITIAL
LOAN**

The DIP Lenders' obligation to make the Initial Loan hereunder is subject to, and conditional upon, the satisfaction of all of the following conditions precedent:

1. the Borrowers' application materials in connection with their application for the issuance of an initial order under the CCAA (in form and substance satisfactory to the DIP Lenders, the "**Initial Order**") shall have been shared with the DIP Lenders, and such application shall have been brought before the Court no later than January 11, 2024, on notice to such parties as are acceptable to the DIP Lenders;
2. KSV Restructuring Inc. shall have been appointed as the Monitor pursuant to the Initial Order with such powers as are acceptable to the DIP Lenders in their sole discretion;
3. Origin Merchant Partners ("**IB**") shall have been engaged as the Borrowers' investment banker prior to the issuance of the Initial Order, on terms satisfactory to the DIP Lenders, to assist the Borrowers and the Monitor with carrying out the Sale Process;
4. the Initial Order (i) shall have been issued by the Court authorizing and approving the Initial Loan under the DIP Facility and granting the DIP Lenders' Charge in respect of the Initial Loan, and (ii) shall be in full force and effect and shall have not been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the DIP Lenders, unless otherwise agreed by the DIP Lenders;
5. except to the extent not permitted by the CCAA, the DIP Lenders' Charge shall have priority over all Liens granted by the Borrowers against any of the undertakings, property or assets of the Borrowers

(collectively, the “**Property**”), except for the Administration Charge and the Directors’ Charge;

6. the Initial Cash Flow Projections shall be acceptable to the DIP Lenders;
7. the Borrowers shall have executed and delivered a DIP Note to the applicable DIP Lender in the amount of the DIP Loan being advanced by such DIP Lender; and
8. the Borrowers shall have executed and delivered to the DIP Lenders a Funding Certificate for the DIP Loan being advanced by the DIP Lenders.

CONDITIONS PRECEDENT TO THE DISBURSEMENT OF DIP LOANS (OTHER THAN THE INITIAL LOAN)

The DIP Lenders’ obligation to make any Additional Loans hereunder is subject to, and conditional upon, the satisfaction of all of the following conditions precedent:

1. the Borrowers’ application materials in connection with their application for the Amended and Restated Initial Order shall be satisfactory to the DIP Lenders, and such application shall be brought before the Court on or before January 22, 2024, on notice to such parties as are acceptable to the DIP Lenders;
2. an order amending and restating the Initial Order, in form and substance acceptable to the DIP Lenders, shall have been issued by the Court authorizing and approving an increase to the DIP Facility and corresponding increase to the DIP Lenders’ Charge (the “**Amended and Restated Initial Order**”) and the Amended and Restated Initial Order shall be in full force and effect and shall have not been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the DIP Lenders, unless otherwise agreed by the DIP Lenders;
3. the DIP Lenders’ Charge shall have priority over all Liens granted by the Borrowers against any of the undertaking, property or assets of the Borrowers, except for the other Court Ordered Charges;
4. all amounts requested for a particular Additional Loan shall be consistent with the Updated Cash Flow Projections for the applicable period, or otherwise expressly agreed by the DIP Lenders in advance;
5. the terms and conditions of the Sale Process, including the milestones of such Sale Process (the “**Sale Milestones**”), shall be approved by the Court pursuant to the Sale Process Order, all of which shall be in a

form and substance satisfactory to the Monitor and the DIP Lenders;

6. the Borrowers shall have executed and delivered a DIP Note to the applicable DIP Lender in the amount of the DIP Loan being advanced by such DIP Lender;
7. the Borrowers shall have executed and delivered to the DIP Lenders a Funding Certificate for the DIP Loan being advanced by the DIP Lenders;
8. the representations and warranties contained herein shall be true and correct;
9. no Default or Event of Default shall have occurred and be continuing; and
10. the DIP Lenders shall have received copies of the Borrowers' filed motion or application materials and evidence and/or confirmation from the Borrowers that the Chapter 15 recognition hearing to recognize, among other things, the Amended and Restated Initial Order, the Sale Process Order and the CCAA proceedings, appointing Nexii Building Solutions Inc. as foreign representative, is set before an American court of competent jurisdiction pursuant to the requisite provisions of the American Bankruptcy Code, 11 U.S.C. § 101 by no later than February 2, 2024.

Each of the Borrowers agrees to indemnify and hold harmless the DIP Lenders, their respective officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever which may be incurred by or suited against or involve any of the Indemnified Persons as a result of, in connection with or in any way related to the DIP Facility, this Agreement, or the DIP Credit Documentation, except to the extent that such actions, lawsuits, proceedings, claims, losses, damages, liabilities or expenses result from the gross negligence or willful misconduct of such Indemnified Persons.

REPRESENTATIONS AND WARRANTIES

Each of the Borrowers represents and warrants to the DIP Lenders, upon which the DIP Lenders rely in entering into this Agreement and the DIP Credit Documentation, that:

1. The transactions contemplated by this Agreement and the other DIP Credit Documentation:

- a. upon the granting of either the Initial Order or the Amended and Restated Initial Order, are within the powers of the Borrowers;
 - b. have been duly authorized, executed and delivered by or on behalf of the Borrowers;
 - c. upon the granting of either the Initial Order or the Amended Restated Initial Order, constitute legal, valid and binding obligations of the Borrowers;
 - d. upon the granting of the Initial Order and the Amended and Restated Initial Order, as applicable, do not require the consent or approval of, registration or filing with, or any other action by, any governmental authority, other than filings which may be made to register or otherwise record the DIP Lenders' Charge or any DIP Security granted pursuant to the DIP Credit Documentation;
2. the business operations of the Borrowers have been and will continue to be conducted in material compliance with all Applicable Laws of each jurisdiction in which each such business has been or is being carried on;
 3. the Borrowers obtained all material licenses and permits required for the operation of their business, which licenses and permits remain, and after the date of the Initial Loan will remain, in full force and effect. No proceedings have been commenced to revoke or amend any of such licenses or permits and no notices advising of a breach or potential breach of the conditions of such licenses has been received;
 4. except as reflected in the Cash Flow Projections and as disclosed in **Schedule "C"** hereto, and than those amounts the Borrowers have made known to the DIP Lenders to date, the Borrowers have paid where due their obligations for payroll, employee source deductions, sales taxes, value added taxes and are not in arrears in respect of these obligations;
 5. the Borrowers do not have any defined benefit pension plans or similar plans; and
 6. all factual information provided by or on behalf of the Borrowers to the DIP Lenders for the purposes of or in connection with this Agreement and the DIP Credit Documentation is, to the best of the Borrowers' knowledge, true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any

fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided. In particular, and without limiting the generality of the foregoing, to the best of the Borrowers' knowledge, all information regarding the Borrowers' corporate structure is true and complete, and all public filings and financial reports are complete and true in all material respects as of the date thereof.

AFFIRMATIVE COVENANTS

Each of the Borrowers covenants and agrees to do the following:

1. comply in all material respects with the Cash Flow Projections, including making payments when scheduled to be made in accordance with the Cash Flow Projections, and their reporting and other obligations to deliver financial information to the DIP Lenders hereunder; provided that, such reporting and financial information shall be prepared and delivered under the supervision of the Monitor;
2. cooperate in all respects with the IB and the Monitor, including providing financial and other information, assisting with the preparation of a teaser and confidential information memorandum, generating a list of potential interested parties, and participating in meetings with interested parties in connection with the Sale Process or otherwise;
3. allow the DIP Lenders, the Monitor and their designated representatives and financial advisors full access to the books and records of the Borrowers and cause management thereof to fully cooperate with any advisors to the DIP Lenders and the Monitor;
4. use the proceeds of the DIP Facility only for the purposes set out herein;
5. comply with the provisions of orders made by the Court in the CCAA Proceedings;
6. obtain the Sale Process Order by no later than January 22, 2024, unless extended with the DIP Lenders' written consent;
7. comply with the Sale Process and Sale Milestones following approval of the Sale Process Order;
8. provide the DIP Lenders with draft copies of all motions, applications, proposed orders or other material or documents that any of them intend to file within the CCAA Proceedings at least three (3) days

prior to service of such materials or, where it is not practically possible to do so at least three (3) days prior to any such service, as soon as possible prior to such service;

9. maintain all licenses required for the operation of their business in good standing;
10. subject to the terms of the Sale Process, any Court ordered limitations and appropriate confidentiality restrictions, to keep the DIP Lenders apprised on a timely basis of all developments with respect to the business and affairs of the Borrowers and with respect to the Sale Process;
11. deliver to the DIP Lenders, on a monthly basis, within five (5) days after the end of each calendar month: (i) bank statements of the Borrowers, and (ii) a cash reconciliation, reconciling all purchases, repayments, chargebacks, write-offs and any other transactions covering the prior calendar month;
12. deliver to the DIP Lenders by no later than 5:00 p.m. (Toronto time) on Tuesday of each week (or, if Tuesday is not a Business Day, the following Business Day), updated 13-week cash flow projections, in form and substance satisfactory to the DIP Lenders, in their discretion, reflecting the projected cash requirements of the Borrowers on a rolling-basis (the “**Updated Cash Flow Projections**”);
13. concurrently with the weekly delivery of Updated Cash Flow Projections, provide a comparison to the previously delivered Updated Cash Flow Projections (or to the Initial Cash Flow Projections, if applicable) including applicable bank reconciliations;
14. maintain all insurance with respect to the Property in existence as of the date hereof;
15. forthwith notify the DIP Lenders of any event or circumstance that, with the passage of time, may constitute a Default or an Event of Default;
16. forthwith notify the DIP Lenders of the occurrence of any Default or Event of Default, or of any event or circumstance that may constitute a material adverse change from the Cash Flow Projections;
17. duly and punctually pay or cause to be paid to the DIP Lenders all principal and interest payable by it under this Agreement and under any other DIP Credit

Documentation on the dates, at the places and in the amounts and manner set forth herein;

18. comply in all respects with all Applicable Laws;
19. comply in all material respects with their obligations under the DIP Credit Documentation; and
20. obtain the consent of the Monitor prior to disclaiming any agreement pursuant to section 32 of the CCAA.

NEGATIVE COVENANTS

Each of the Borrowers covenants and agrees not to do the following, other than with the prior written consent of the DIP Lenders and the Monitor:

1. sell, assign, transfer, lease or otherwise dispose of all or any part of its assets, tangible or intangible, outside the ordinary course of business, except for the disposition of any obsolete equipment or other assets or as permitted under the Initial Order or the Amended and Restated Initial Order, or pursuant to the Sale Process Order;
2. make any payment of principal or interest in respect of existing (pre-filing date) indebtedness, except as contemplated by the Cash Flow Projections, or declare or pay any dividends;
3. transfer, distribute, lend or otherwise use any advances or funds from the DIP Facility to fund any other entity other than the Borrowers. For greater certainty, the DIP Facility shall not be used to fund any funding requirements of the Omicron Entities;
4. create or permit to exist indebtedness for borrowed money other than existing (pre-filing date) debt, debt contemplated by this DIP Facility and post-filing trade payables incurred in the ordinary course of business or authorized by the Court;
5. create or permit to exist any Liens on any of the Property other than Permitted Liens;
6. enter into or agree to enter into any investments (other than cash equivalents) or acquisitions of any kind, direct or indirect, in any business;
7. assume or otherwise agree to be bound by any contingent liabilities or provide any guarantee or financial assistance to any Person;
8. enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other

transaction or series of transactions whereby, directly or indirectly, all or any significant portion of the undertaking, property or assets of any Borrower would become the property of any other Person or Persons unless authorized by the DIP Lenders;

9. other than the Court Ordered Charges, seek or support a motion by another party to provide to a third party a charge upon any Property (including, without limitation, a critical supplier's charge) without the prior consent of the DIP Lenders;
10. amend or seek to amend the Initial Order or the Amended and Restated Initial Order, or without the prior approval of the Monitor, the Sale Process;
11. terminate or repudiate any agreement with the DIP Lenders, solely in their capacity as lender under the DIP Facility; and
12. seek or obtain any order from the Court that materially adversely affects the interests of the DIP Lenders, except with the prior written consent of the DIP Lenders.

EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an event of default ("**Event of Default**") under this Agreement:

1. failure of the Borrowers to pay principal or interest when due under this Agreement or any other DIP Credit Documentation;
2. any other breach by any Borrower in the observance or performance of any provision, covenant (affirmative or negative) or agreement contained in this Agreement, provided, that, in the case of a breach of any affirmative covenant, such breach remains unremedied for longer than three (3) Business Days following receipt of notice thereof;
3. the Sale Process Order has not been issued by the Court by January 22, 2024;
4. Bill Tucker resigning as CEO of the Borrowers prior to the Maturity Date;
5. if the total cumulative disbursements and receipts pursuant to the Cash Flow Projections are at any time during the CCAA Proceedings, greater than 15% of the cumulative budget confirmed in the applicable Cash Flow Projections, measured on a weekly basis;

6. (i) any order shall be entered or judgment rendered by the Court (or any other court of competent jurisdiction) that has a materially adverse effect on the interest of the DIP Lenders, (ii) either the Initial Order or the Amended and Restated Initial Order shall cease to be in full force and effect in a manner that has a material adverse effect on the interests of the DIP Lenders, or (iii) any Borrower shall fail to comply in any material respect that has an adverse effect on the interests of the DIP Lenders with any order granted by the Court in the CCAA Proceedings;
7. this Agreement or any other DIP Credit Documentation shall cease to be effective or shall be contested by a Borrower;
8. the CCAA Proceedings are terminated or converted to proceedings under the *Bankruptcy and Insolvency Act* (Canada) or any order is granted by the Court (or any court of competent jurisdiction) granting relief from the stay of proceedings during the CCAA Proceedings (as extended from time to time until the Maturity Date), unless agreed to by the DIP Lenders;
9. any Plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the DIP Lenders if such Plan does not either provide for the repayment of the Obligations, in their entirety including compounded interest added to the principal, under the DIP Facility in full by the Maturity Date;
10. if any of the Borrower's material licenses or permits are revoked or any Borrower fails to comply with a material condition required to keep such licenses or permits in good standing and such license or permit is not reinstated or such Borrower's failure to comply with such material condition continues for a period of five (5) Business Days;
11. any of the Borrowers makes any material payments of any kind not permitted by this Agreement, the Cash Flow Projections or any order of the Court;
12. the Borrowers make any distributions or payments to the Omicron Entities; or
13. borrowings under the DIP Facility exceed the Maximum Amount.

REMEDIES

Upon the occurrence and continuance of an Event of Default, subject to the DIP Credit Documentation, the DIP Lenders may, upon written notice to the Borrower and the Monitor:

1. terminate the DIP Facility;
2. on prior written notice to the Borrowers and the service list of no less than three (3) Business Days;
 - a. apply to the Court for the appointment of an interim receiver or a receiver and manager of the Property or for the appointment of a trustee in bankruptcy of the Borrowers;
 - b. exercise the powers and rights of a secured party under any legislation; and
 - c. exercise all such other rights and remedies under the DIP Credit Documentation and orders of the Court in the CCAA Proceedings.

DIP LENDERS' APPROVALS

All consents of the DIP Lenders hereunder shall be in writing. Any consent, approval, instruction or other expression of the DIP Lenders to be delivered by Aird & Berlis LLP, counsel for the DIP Lenders, on behalf of the DIP Lenders, in writing may be delivered by any written instrument, including by way of electronic mail.

FURTHER ASSURANCES

The Borrowers shall at their expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Lenders may reasonably request for the purpose of giving effect to this Agreement and the DIP Lenders' Charge, perfecting, protecting and maintaining the Liens created by the DIP Lenders' Charge or establishing compliance with the representations, warranties and conditions of this Agreement or any other DIP Credit Documentation.

ENTIRE AGREEMENT

This Agreement, including all schedules hereto and the DIP Credit Documentation, constitute the entire agreement between the parties relating to the subject matter hereof. To the extent that there is any inconsistency between this Agreement and the DIP Credit Documentation, this Agreement shall govern. Neither this Agreement nor any other DIP Credit Documentation, nor any terms hereof or thereof, may be amended, unless such amendment is in writing signed by the Borrowers and the DIP Lenders, and approved by the Monitor.

AMENDMENTS, WAIVERS, ETC.

No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder or under any other DIP Credit Documentation will operate as a waiver hereof or thereof unless made in writing and signed by an authorized officer of the DIP Lenders. Any consent to be provided by the DIP Lenders shall be granted or withheld solely in their respective

capacities, and having regard to their interests, as DIP Lenders.

ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The Borrowers may not assign their rights and obligations under this Agreement without the written consent of the DIP Lenders.

The DIP Lenders may assign this Agreement and their rights and obligations hereunder, in whole or in part, with the prior written consent of the Borrowers, not to be unreasonably withheld (provided that no such consent of the Borrowers shall be required upon the occurrence of an Event of Default which is continuing) and, provided that the Monitor shall have provided its prior written consent based solely on the Monitor being satisfied that the proposed assignee has the financial capacity to act as a DIP Lender and that the assignment will not have a material adverse impact on the Sale Process or the CCAA Proceedings.

Notwithstanding the foregoing, a DIP Lender shall be entitled to assign its rights and obligations hereunder to an Affiliate with the consent of the Monitor.

Each of the Borrowers hereby consents to the disclosure of any confidential information in respect of the Borrowers to any potential assignee provided such potential assignee agrees in writing to keep such information confidential. A copy of all notices delivered pursuant to this section shall be delivered promptly to the Monitor.

SEVERABILITY

Any provision in this Agreement or any DIP Credit Documentation which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

PRESS RELEASES

The Borrowers shall not issue any press releases or other public disclosure, without the prior approval of the DIP Lenders, acting reasonably, unless the Borrowers are required to do so by applicable securities laws or other Applicable Law.

COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in any number of counterparts and by facsimile or e-mail transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute

one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

NOTICES

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

In the case of the DIP Lenders:

With a copy to:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada
M5J 2T9

Attention: Kyle Plunkett
Email: kplunkett@airdberlis.com

In the case of the Borrowers:

With a copy to:

Fasken Martineau DuMoulin LLP
500 Burrard Street, Suite 2900
Vancouver, British Columbia
V6C 0A3

Attention: Kibben Jackson and Lisa Hiebert
Email: kjackson@fasken.com / lhiebert@fasken.com

In either case, with a copy to the Monitor:

KSV Restructuring Inc.
222 Bay Street, 13th Floor
Toronto ON M5J 2W4

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com

In either case, with a copy to the Monitor's counsel:

Bennett Jones LLP
666 Burrard Street, Suite 2500
Vancouver, British Columbia
V6C 2X8 Canada

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

**GOVERNING LAW AND
JURISDICTION**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the Borrowers irrevocably submits to the exclusive courts of the Province of British Columbia, waives any objections on the ground of venue or forum *non conveniens* or any similar grounds, and consents to service of process by mail or in any other manner permitted by relevant law.


[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Note shall be governed by and construed under the laws of the State of Connecticut. Borrower agrees that any action or proceeding brought to enforce or arising out of this Note may be commenced in the state or federal courts located within the State of Connecticut.

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed by one of its officers thereunto duly authorized on the date hereof.

BORROWER

NEXII BUILDING SOLUTIONS INC.

By: 
Name: WILLIAM TUCKER
Title: ACTING CEO

NBS IP INC.

By: 
Name: WILLIAM TUCKER
Title: ACTING CEO

NEXII CONSTRUCTION INC.

By: 
Name: WILLIAM TUCKER
Title: ACTING CEO

NEXII HOLDINGS INC.

By: _____
Name:
Title:

IN WITNESS HEREOF, the parties hereby execute this Agreement as of the date first written above.

BORROWERS:

NEXII BUILDING SOLUTIONS INC.

By: _____
Name:
Title:

NBS IP INC.

By: _____
Name:
Title:

NEXII CONSTRUCTION INC.

By: _____
Name:
Title:


NEXII HOLDINGS INC.

By:  _____
Name: David Bryant
Title: Executive Senior Advisor

IN WITNESS HEREOF, the parties hereby execute this Agreement as of the date first written above.

DIP LENDERS:

TRINITY CAPITAL INC.

By: 
Name: Sarah Stanton
Title: General Counsel

POWERSCOURT INVESTMENTS XXV, LP

By: Powerscourt Investments GP, LLC, its general partner

By: Maples Fiduciary Services (Delaware) Inc., its managing member

By: _____
Name:
Title:

LENDER and COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION

By: _____
Name:
Title:

IN WITNESS HEREOF, the parties hereby execute this Agreement as of the date first written above.

DIP LENDERS:

TRINITY CAPITAL INC.

By: _____
Name:
Title:

POWERSCOURT INVESTMENTS XXV, LP

By: Powerscourt Investments GP, LLC, its general partner

By: Maples Fiduciary Services (Delaware) Inc., its managing member

By:  _____
Name: Scott Huff
Title: Authorized Signatory

LENDER and COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION

By: _____
Name:
Title:

IN WITNESS HEREOF, the parties hereby execute this Agreement as of the date first written above.

DIP LENDERS:

TRINITY CAPITAL INC.

By: _____
Name:
Title:

POWERSCOURT INVESTMENTS XXV, LP
By: Powerscourt Investments GP, LLC, its general partner
By: Maples Fiduciary Services (Delaware) Inc., its managing member

By: _____
Name:
Title:

LENDER and COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION

By: Robert D. Pomeroy, Jr.
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

SCHEDULE "A"

Additional Definitions

"Affiliate" means, in respect of any Person at any date, (a) any corporation, company, limited liability company, association, joint venture or other business entity of which securities, membership interests or other ownership interests representing fifty percent (50%) or more of the voting power of all equity interests are owned or held, directly or indirectly, by such Person, (b) any partnership, limited liability company or joint venture wherein the general partner, managing partner or operator is, directly or indirectly, such Person, or (c) any other Person that is otherwise directly or indirectly controlled by such Person.

"Applicable Laws" means all federal, provincial, municipal and local laws, statutes, regulations, codes, acts, permits, licenses, ordinances, orders, by-laws, guidelines, notices, protocols, policies, directions and rules and regulations, including those of any governmental or other public authority, which may now, or at any time hereafter, govern, be applicable to or enforceable against or in respect of the Borrowers, the operation of their business or their property.

"Applicable Percentage" means, in respect of any DIP Lender at any time, with respect to a DIP Loan, the percentage of such DIP Loan which such DIP Lender has agreed to make available to the Borrowers at such time, determined as determined amongst the DIP Lenders.

"Backstop Loan" means a loan made by a DIP Lender to the Borrowers in connection with the Backstop Commitment of such DIP Lender.

"Business Day" means a day on which banks in both Vancouver, British Columbia and New York, New York are open for business.

"Court Ordered Charges" means the Administration Charge, KERP Charge, IB Charge, the Directors' Charge and the DIP Lenders' Charge.

"Default" means any Event of Default or any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.

"DIP Credit Documentation" means this Agreement, the orders of the Court approving it and any other definitive documentation in respect of the DIP Facility, which must be in form and substance satisfactory to the DIP Lenders.

"DIP Notes" means each promissory note executed in connection with such DIP Loan in substantially the form of **Schedule "D"** hereto.

"DIP Security" means the contractual security and contractual hypothecary documents granted by the Borrower providing for a security interest/hypothec in and lien on all now- owned and hereafter-acquired assets and property of the Borrower, real and personal, tangible or intangible and all proceeds therefrom, but excluding (i) such assets, if any, as the DIP Lenders in their discretion determines to be immaterial or to be assets for which the cost and other burdens of establishing and perfecting a security interest outweigh the benefits of establishing and perfecting a security interest, and (ii) other exceptions to be mutually agreed.

"Directors' Charge" means a super-priority Court-ordered charge against the assets of the Borrowers securing the indemnity granted by the Borrowers to their respective directors and officers in an amount not to exceed CAD\$1,315,000.

“**Funding Certificate**” means a funding certificate for such DIP Loan being made in substantially the form of **Schedule “E”** hereto.

“**IB Charge**” means a charge in an amount acceptable to the DIP Lenders, in their sole discretion, to secure the transaction fees to be incurred by Origin Merchant Partners in connection with its Court-approved engagement agreement dated December 23, 2023.

“**KERP Charge**” means a charge in an amount acceptable to the DIP Lenders, in their sole discretion, to secure a key employee retention plan for certain of the Borrowers' critical employees.

“**Legal Fees**” means all reasonable and documented legal fees that the DIP Lenders will have to pay to their legal counsel in connection with any and all tasks related to this Agreement, the orders of the Court, the DIP Facility or the DIP Credit Documentation.

“**Liens**” means all mortgages, pledges, charges, encumbrances, hypothecs, liens and security interests of any kind or nature whatsoever.

“**Monitor**” means KSV Restructuring Inc.

“**Omicron Entities**” means, collectively, Omicron Canada Inc., Omicron Construction Ltd., Omicron Consulting Ltd., Omicron Interiors Ltd., Grant & Sinclair Architects Ltd. and Omicron Construction Management Ltd.

“**Permitted Liens**” means (i) the Court Ordered Charges; (ii) the liens registered against the Borrowers in the Provinces of Alberta, British Columbia and Saskatchewan and the State of Delaware as more particularly described in the search summaries attached to the Affidavit of Ashley Kumar sworn on January 4, 2024 in connection with the CCAA Proceedings, and (iii) liens, if any, in respect of amounts payable by a Borrower for wages, vacation pay, deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada), income tax and workers compensation claims.

“**Person**” means an individual, partnership, corporation (including a business trust), joint venture, limited liability company or other entity, or governmental authority.

“**Plan**” means a plan of compromise or arrangement within the CCAA Proceedings which has been approved by the requisite majorities of the Borrower's creditors.

“**Sale Process**” means a Court-supervised sales process to be undertaken by the IB, with the assistance of the Borrowers and under the supervision of the Monitor, pursuant to the Sale Process Order, which must be in form and substance satisfactory to the DIP Lenders.

“**Sale Process Order**” means an order of the Court approving the Sale Process in respect of the assets, undertakings and properties of the Borrowers, satisfactory to the DIP Lenders.

SCHEDULE "B"

Initial Cash Flow Projections

(see attached)

SCHEDULE "C"

Outstanding Obligations for Payroll, Employee Source Deductions, Sales Taxes, Value Added Taxes

As at December 31, 2023, the Borrowers have approximately CAD\$605,304.30 in provincial sales tax arrears, subject to assessment and contestation. The Borrowers are current on payroll obligations and payroll source deductions.

SCHEDULE "D"

Form of DIP Note

SECURED PROMISSORY NOTE

(DIP Loan [__])

\$_[_____]

Dated: [____], 2024

FOR VALUE RECEIVED, the undersigned, being each entity comprising the Borrower (as defined in the DIP Facility Agreement (as defined below)), HEREBY JOINTLY AND SEVERALLY PROMISE TO PAY to [HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation / POWERSCOURT INVESTMENTS XXV, LP, a Delaware limited partnership / TRINITY CAPITAL INC., a Maryland corporation] ("Lender"), the principal amount of [_____] and [__]/100 United States Dollars (\$[____]) or such lesser amount as shall equal the outstanding principal balance of DIP Loan [__] (the "Loan") made to Borrower by Lender pursuant to the DIP Facility Agreement, and to pay all other amounts due with respect to the Loan on the dates and in the amounts set forth in the DIP Facility Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the DIP Facility Agreement.

Interest on the principal amount of this Note from the date of this Note shall accrue at the Interest Rate as set forth in the DIP Facility Agreement. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. If the Funding Date is not the first day of the month, interim interest accruing from the Funding Date through the last day of that month shall be paid on the first calendar day of the next calendar month.

Commencing on [____], 2024, and continuing on the first day of each month thereafter until the payment in full of the Loan (each an "Interest Payment Date"), accrued interest on the then outstanding principal amount of the Loan shall be capitalized and added to the outstanding principal amount of the Loan (such interest, "PIK Interest"). On the Maturity Date (the "Principal Payment Date" and, collectively with each Interest Payment Date, each a "Payment Date"), Borrower shall make to Lender one payment of principal in the amount of [____] and [__]/100 United States Dollars (\$[____]), plus all accrued but unpaid interest, including PIK Interest, plus all other outstanding amounts due hereunder and under the DIP Facility Agreement with respect to the Loan. If not sooner paid, all outstanding amounts hereunder and under the DIP Facility Agreement with respect to the Loan shall become due and payable on the Maturity Date.

Principal, interest and all other amounts due with respect to the Loan, are payable in lawful money of the United States of America to Lender as set forth in the DIP Facility Agreement. The principal amount of this Note and the interest rate applicable thereto, and all payments made with respect thereto, shall be recorded by Lender and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Note.

This Note is referred to in, and is entitled to the benefits of, the DIP Facility Term Sheet, dated as of January [____], 2024 (the "DIP Facility Agreement"), among Borrower, Horizon Technology Finance Corporation, Powerscourt Investments XXV, LP and Trinity Capital Inc., and (a) provides for the making of a secured Loan to Borrower, and (b) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

This Note and the obligation of Borrower to repay the unpaid principal amount of the Loan, interest on the Loan and all other amounts due Lender under the DIP Facility Agreement is secured under the DIP Facility Agreement.

Presentment for payment, demand, notice of protest and all other demands and notices of any kind in connection with the execution, delivery, performance and enforcement of this Note are hereby waived.

Borrower shall pay all fees and expenses, including attorneys' fees and costs, incurred by Lender in the enforcement or attempt to enforce any of Borrower's obligations hereunder not performed when due.

Any reference herein to Lender shall be deemed to include and apply to every subsequent holder of this Note. Reference is made to the DIP Facility Agreement for provisions concerning collateral, acceleration and other material terms affecting this Note.

[Signature Page Follows]

This Note shall be governed by and construed under the laws of the State of Connecticut. Borrower agrees that any action or proceeding brought to enforce or arising out of this Note may be commenced in the state or federal courts located within the State of Connecticut.

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed by one of its officers thereunto duly authorized on the date hereof.

BORROWER:

NEXII BUILDING SOLUTIONS INC.

By: _____
Name:
Title:

NBS IP INC.

By: _____
Name:
Title:

NEXII CONSTRUCTION INC.

By: _____
Name:
Title:

NEXII HOLDINGS INC.

By: _____
Name:
Title:

SCHEDULE "E"

Form of Funding Certificate

FUNDING CERTIFICATE

Date: [__]

The undersigned, being duly elected and acting officers of each entity comprising the Borrowers (as defined in the DIP Facility Agreement (as defined below)), does hereby certify to HORIZON TECHNOLOGY FINANCE CORPORATION ("Horizon"), POWERSCOURT INVESTMENTS XXV, LP ("Powerscourt"), and TRINITY CAPITAL INC. ("Trinity", and collectively with Horizon and Powerscourt, "Lenders"), in connection with that certain DIP Facility Term Sheet, dated as of January [__], 2024, by and among the Borrowers, Lenders and Horizon as Collateral Agent (the "DIP Facility Agreement"; with other capitalized terms used below having the meanings ascribed thereto in the DIP Facility Agreement) that:

1. The representations and warranties made by the Borrowers in DIP Facility Agreement and in the other DIP Credit Documentation are true and correct as of the date hereof.

2. No event or condition has occurred that would constitute a Default or an Event of Default under the DIP Facility Agreement or any other DIP Credit Documentation.

3. Borrower is in compliance with the DIP Facility Agreement, the other DIP Credit Documentation and the Amended and Restated Initial Order.

4. All conditions referred to in the DIP Facility Agreement under the heading "[Conditions Precedent to the Disbursement of Initial Loan / Conditions Precedent to the Disbursement of DIP Loans (Other than the Initial Loan)]" to the making of the DIP Loans to be made on or about the date hereof have been satisfied.

5. The DIP Loans to be made on or about the date hereof correspond with the then applicable Updated Cash Flow Projections for the one-week period commencing the Monday following the date hereof.

6. The proceeds for DIP Loan [__] shall be disbursed as follows:

Disbursement from Horizon:
DIP Loan [__] Amount \$[__]
Less:
Commitment Fee: \$[__]
Net Proceeds due from Horizon: \$[__]

7. The proceeds for DIP Loan [__] shall be disbursed as follows:

Disbursement from Powerscourt:
DIP Loan [__] Amount \$[__]
Less:
Commitment Fee: \$[__]
Net Proceeds due from Powerscourt: \$[__]

8. The proceeds for DIP Loan [] shall be disbursed as follows:

Disbursement from Trinity:

DIP Loan [] Amount \$[]

Less:

Commitment Fee: \$[]

Net Proceeds due from Trinity: \$[]

9. Net Proceeds of DIP Loan [] in the amount of \$[] shall be transferred by Horizon to the Borrowers' account as follows:

Account Name: Nexii Building Solutions, Inc.
Bank Name: Bank of Montreal
Bank Address: 595 Burrard St. Vancouver, BC, V7X IL7
Account Number: 00044633183
SWIFT Code: BOFMCAM2

Intermediary Bank Name: Wells Fargo Bank
ABA Number: 026005092
SWIFT Code: PNBUS3NYYC

10. Net Proceeds of DIP Loan [] in the amount of \$[] shall be transferred by Powerscourt to the Borrowers' account as follows:

Account Name: Nexii Building Solutions, Inc.
Bank Name: Bank of Montreal
Bank Address: 595 Burrard St. Vancouver, BC, V7X IL7
Account Number: 00044633183
SWIFT Code: BOFMCAM2

Intermediary Bank Name: Wells Fargo Bank
ABA Number: 026005092
SWIFT Code: PNBUS3NYYC

11. Net Proceeds of DIP Loan [] in the amount of \$[] shall be transferred by Trinity to the Borrowers' account as follows:

Account Name: Nexii Building Solutions, Inc.
Bank Name: Bank of Montreal
Bank Address: 595 Burrard St. Vancouver, BC, V7X IL7
Account Number: 00044633183
SWIFT Code: BOFMCAM2

Intermediary Bank Name: Wells Fargo Bank
ABA Number: 026005092
SWIFT Code: PNBUS3NYYC

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BORROWERS:

NEXII BUILDING SOLUTIONS INC.

By: _____
Name:
Title:

NBS IP INC.

By: _____
Name:
Title:

NEXII CONSTRUCTION INC.

By: _____
Name:
Title:

NEXII HOLDINGS INC.

By: _____
Name:
Title:

55322530.9

Appendix “E”



**Approved Debtor-in-Possession Financing Facilities for Canadian Debtors
Current as at December 27, 2023**

Debtor	Lender	Proceeding Type	Trustee	Filing Date	Jurisdiction	Industry	Commitment (\$MM)	Fees	Interest Rate	Notes
Candesto Enterprises Corp. et al.	Durisol Ltd.	CCAA	A&M	20-Dec-23	Alberta	Professional Services	1.30		8.5%	
Duvaltex Inc.	Wells Fargo	CCAA	EY	14-Dec-23	Quebec	Manufacturing	14.00	Engagement fee of \$75,000	Basic rate plus 2.5%	
Mastermind GP Inc.	CIBC	CCAA		23-Nov-23	Ontario	Retail	36.25	Forbearance fee of 1.25% of the outstanding balance under the CIBC Revolving Loan Facility and the BCAP Loan	CIBC's prime interest rate plus 0.75%	CIBC was the company's existing lender and agreed to forbear and provide a DIP loan
Tergeo Mineraux Critiques Inc. et al.	Investissement Québec	CCAA	Raymond Chabot	10-Nov-23	Quebec	Mining	2.60	Commitment fee of 3%	18.0%	
MAV Beauty Brands Inc. et al.	RBC as administrative agent	CCAA	A&M	14-Nov-23	Ontario	Distribution	3.90	Reasonable fees and expenses of the DIP lender	SOFR plus 5.1%	
Simply Green Home Services Inc., Crown Crest Capital Management Corp., et al.	Peoples Trust Company	CCAA	KPMG	09-Nov-23	Ontario	Professional Services	15.00	Commitment fee of \$150,000	9.5%	
Harbour Grace Ocean Enterprises Ltd. and Laurenceton Holdings Ltd.	Gray Enterprise Ltd.	CCAA	PwC	02-Nov-23	Newfoundland	Construction	1.00	Commitment fee of 1.5%	13.0%	
South Shore Seafoods Ltd. et al.	TD Bank	CCAA	Deloitte	21-Sep-23	New Brunswick	Distribution	10.00	-	Prime rate or US base rate plus 1%	
Datatax Business Services Limited	BMO	NOI	KPMG	14-Aug-23	Alberta	Professional Services	16.25	-	Prime plus 1.15%	
Quebec Parmentier Inc. et al.	Caisse Desjardins de la RiveNord du Saguenay	CCAA	MNP	10-Oct-23	Quebec	Distribution	2.25	unclear	unclear	
Tacora Resources Inc.	Cargill, Incorporated	CCAA	FTI	10-Oct-23	Ontario	Mining	75.00	Exit fee of \$2,250,000 (3%)	10.0%	
Quality Sterling Group	Ironbridge Equity Partners	CCAA	RSM	17-Aug-23	Ontario	Other	7.00	Reasonable fees and expenses of the DIP lender	12.0%	
Aventura Phase VII Inc. et al.	TBD	CCAA	Raymond Chabot	28-Aug-23	Quebec	Real Estate / Construction	6.00	unclear	unclear	It appears the DIP loan was approved in advance, prior to locating a DIP lender
Ideal Protein Group	BMO & Caisse Desjardins as agents	CCAA	EY	15-Aug-23	Quebec	Manufacturing	4.00	-	same interest rate as existing term loan	
Aereus Technologies Inc.	1000608245 Ontario Inc.	NOI	Farber	31-Jul-23	Ontario	Manufacturing	0.78	Commitment fee of \$16,400 (2%)	15.0%	
Lighthouse Immersive Inc. and Lighthouse Immersive USA Inc.	SCS Finance, Inc.	CCAA	B. Riley Farber	27-Jul-23	Ontario	Entertainment	US 3.5	Reasonable fees and expenses of the DIP lender	10.0%	
NextPoint Financial Inc. et al.	BP Commercial Funding Trust and Drake Enterprises Ltd.	CCAA	FTI	25-Jul-23	British Columbia	Financial Services	25.00	Commitment fee of 1%	SOFR plus 6.5%	
Aleafia Health Inc. et al.	Red White & Bloom Brands Inc.	CCAA	KSV	25-Jul-23	Ontario	Cannabis	6.60	Commitment fee of \$198,000 (3%)	12.5%	
Bron Media Corp. et al.	Creative Wealth Media Lending LP 2016	CCAA	Grant Thornton	19-Jul-23	British Columbia	Media	6.20	Commitment fee of \$124,000 (2%)	15.0%	
Gesco Industries Inc., Gesco GP ULC and Tierra Sol Ceramic Tile Ltd.	BNS	CCAA	PwC	19-May-23	Ontario	Manufacturing & Distributio	8.60	Commitment fee of \$50,000; reasonable fees and expenses of DIP lender	Prime plus 6%	
Joseph Richard Hospitality Group Ltd. et al.	Canadian Western Bank	CCAA	EY	17-Jul-23	British Columbia	Food & Accommodation	0.50	-	Prime plus 5%; default interest rate of prime plus 10%	
OGEN Ltd. and OGEN Holdings Ltd.	Hawksworth Holdings Ltd. and G. Edwards Holdings Ltd.	NOI	KSV	26-Jun-23	Alberta	Cannabis	0.50	-	15.0%	

Dynaleo Inc. and Dynaleo Group Services Inc.	Travelers Capital Corp.	NOI	Harris & Partners	23-May-23	Alberta	Cannabis	0.15	(a) commitment fee of 4.25%; (b) standby charge on the unused portion of the Interim Loan Facility equal to 3.5% per annum multiplied by the difference between \$150,000 and the amounts outstanding under the Interim Loan Facility; and (c) break fee of 5.0% of \$150,000 if an alternative DIP loan is approved	1225.0%
Swarmio Inc. et al.	Triaccess Ltd.	CCAA	Grant Thornton	21-Jun-23	Ontario	Technology	1.50	Commitment fee of \$28,000 (2%); reasonable fees and expenses of DIP lender	12.0%
Fire & Flower Holding Corp.	2707031 Ontario Inc.	CCAA	FTI	05-Jun-23	Ontario	Cannabis	9.80	Exit fee of \$400,000; reasonable fees and expenses of the DIP lender	12.0%
Ébénisterie St-Urbain Ltée et Woodlore International Inc.	9414-0050 Québec inc.	CCAA	Raymond Chabot	12-May-23	Quebec	Manufacturing	0.70		Basic rate increased by 1% annually, payable monthly
Plant-Based Investment Corp.	1000492681 Ontario Inc.	CCAA	Spergel	01-May-23	Ontario	Financial Services	0.50	Commitment fee of \$10,000; reasonable fees and expenses of DIP lender	12.0%
Phoena Holdings Inc. et al	Cortland Credit Lending Corporation	CCAA	EY	04-Apr-23	Ontario	Cannabis	3.10	Commitment fee of \$62,000; reasonable fees and expenses of DIP lender	Prime plus 20%
J.W. Carr Holdings Ltd. et al.	MGB Investments Ltd.	CCAA	EY	20-Apr-23	Alberta	Real Estate	2.70	Closing fee of \$25,000; undrawn amount fee of 2% per annum on undrawn amounts	12.0%
GreenSpace Brands Inc.	Pivot Financial I Limited Partnership Inc.	CCAA	PwC	06-Apr-23	Ontario	Food & Accommodation	2.60	Upfront fee of \$10,000, reasonable fees and expenses of the DIP lender	14.0%
FlexiTY Solutions Inc. and FlexiTY Holdings Inc.	BHG-BC Holdings Ltd.	NOI	Farber	27-Mar-23	Ontario	Technology	1.10	Commitment fee of 2.5%	14.7%
Donmar Properties Ltd. and 10058984 Manitoba Ltd.	Morcourt Properties Ltd.	CCAA	EY	18-Apr-23	Manitoba	Real Estate	0.76		8.0%
Rambler Metals and Mining Canada Inc. and 1948565 Ontario Inc.	RMM Debt Limited Partnership	CCAA	Grant Thornton	27-Feb-23	Newfoundland	Mining	US 5	Standby fee of 2.5%	17.0%
B.S.K. Group Inc.	4300769 Canada Inc.	NOI	EY	03-Mar-23	Quebec	Retail	0.60		
LoyaltyOne Co. (dba AIR MILES®)	BMO	CCAA	KSV	10-Mar-23	Ontario	Other	US 70	Upfront fee of 2% and standby fee of 1.25%	Currently 14.25%, being the Base Rate (currently 8.25%) plus 6%
Dynamic Technologies Inc. et al.	Promising Experts Limited	CCAA	FTI	09-Mar-23	Alberta	Professional Services	2.60	Reasonable fees and expenses of the lender	12.0%
Polar Window of Canada Ltd. et al.	TD Bank	CCAA	Deloitte	10-Feb-23	Manitoba	Distribution	1.20	35,000 facility fee	
Tehama Inc.	14667913 Canada Inc.	CCAA	Deloitte	20-Jan-23	Ontario	Technology	0.50	Reasonable fees and expenses of the lender	5.0%
Groupe Vertendre	Immofinn SEC	CCAA	Raymond Chabot	20-Jan-23	Quebec	Real Estate	0.25		
Forex Inc. et al.	Les Placements AI-Vi Inc.	CCAA	PwC	07-Feb-23	Quebec	Manufacturing	10.63	Reasonable fees and expenses of the lender	10.0%
Acerus Pharmaceuticals Corporation et al.	First Generation Capital Inc.	CCAA	EY	26-Jan-23	Ontario	Healthcare	7.00	Reasonable fees and expenses of the lender	8.0%

Laboratoires Bodycad Inc.	Sante BB inc.	CCAA	Raymond Chabot	22-Dec-22	Quebec	Healthcare	2.16	Unclear - materials not available	Unclear - materials not available	
Payslate Inc.	Ayrshire Real Estate Management Inc.	NOI	Grant Thornton	05-Dec-22	British Columbia	Technology	1.20		15.0%	
DCL Corporation Galarneau	Wells Fargo Bank, National Association, as administrative agent	CCAA	A&M	20-Dec-22	Ontario	Distribution	55.00		SOFN Loan obligations and Letters of Credit: Adjusted Term SOFR or Canadian BA Rate, plus 4.00% Base Rate obligations and Swingline Loans: US Base Rate or Canadian Base Rate, plus 3.00% Unused line fee of 0.50% Additional default interest of 2.0%	
Groupe Sélection Inc.	National Bank, CIBC, Desjardins, TD, BMO, HSBC, Briva Finance and Fiera	CCAA	PwC	21-Nov-22	Quebec	Food & Accommodation	20.00			
Manitoba Clinic Medical Corporation and The Manitoba Clinic Holding Co. Ltd.	CIBC	CCAA	A&M	30-Nov-22	Manitoba	Healthcare	4.00	Reasonable fees and expenses of the lender	Prime plus 5%	
Trichome Financial Corp.	Cortland Credit Lending Corporation	CCAA	KSV	07-Nov-22	Ontario	Cannabis	4.88	Commitment fee of \$97,000	14.0%	
Digitcom Telecommunications Inc.	TD Bank	NOI	Grant Thornton	31-Oct-22	Alberta	Technology	0.45	Commitment fee of \$25,000; reasonable fees and expenses of the lender	Prime plus 5%	
Springer Aerospace Holdings Limited and 1138969 Ontario Inc.	Hillmount Capital Inc.	CCAA	MNP	23-Nov-22	Ontario	Professional Services	1.50	Commitment fee of \$60,000, Lender Legal Fees, Disbursements and HST – To be determined by Lender's solicitor	The greater of RBC Prime plus 7% or 12% per annum	
Pure Gold Mining Inc.	Sprott Private Resource Lending II (Collector), LP	CCAA	KSV	31-Oct-22	British Columbia	Mining	10.00		15.0%	
Cannapie Group Inc. et al.	Cardinal Advisory Limited	CCAA	BDO	03-Nov-22	Ontario	Cannabis	0.50	Commitment fee of \$10,000	12%	
The Flowr Corporation et al.	1000343100 Ontario Inc.	CCAA	EY	20-Oct-22	Ontario	Cannabis	2.00	Commitment fee of \$40,000	Prime plus 12%	
Xebec Adsorption Inc. et al.	National Bank of Canada	CCAA	Deloitte	29-Sep-22	Quebec	Oil and Gas	3.60			
BR Capital	2443970 Alberta Inc.	NOI	KPMG	15-Sep-22	Alberta	Technology	0.43		9.0%	
i55 Communications Inc.	Phoenix Contact Venture Funds	NOI	Grant Thornton	05-Aug-22	Ontario	Technology	USD 1.1	Commitment fee of USD \$22,000, representing 2% of the total maximum amount available under the DIP Facility	14.0%	
SugarBud Craft Growers Crop. et al.	Connect First Credit Union Ltd.	NOI	A&M	26-Sep-22	Alberta	Cannabis	2.00	Commitment fee of 2%	12.0%	
Superette Inc. et al.	SNDL Inc.	CCAA	EY	30-Aug-22	Ontario	Cannabis	1.37		15.0%	
iSPAN Systems Ltd.	Paradigm Focus Product Development Inc., Walters Partners Inc., and Leder Investments Ltd.	NOI	Fuller Landau	11-Aug-22	Ontario	Manufacturing	1.50		3.0%	
Speakeasy Cannabis Club Ltd.	Travelers Capital Corp.	CCAA	Crowe MacKay	27-Jul-22	British Columbia	Cannabis	1.00	Commitment fee of 4.25%; standby fee of 2.5%; break fee of 5%	RBC prime rate (currently 4.7%) plus 725 basis points (currently 11.95%)	
North American Lamb Company et al.	BNS and/or FCC	NOI	EY	05-Aug-22	Alberta	Agriculture	1.80			

i55 Communications Inc.	Phoenix Contact Venture Funds GmbH	NOI	Grant Thornton	05-Aug-22	Ontario	Technology	USD 1.1	Commitment fee of 2%	14.0%	
Petrolama Energy Inc.	884304 Alberta Ltd.	NOI	A&M	27-Jul-22	Saskatchewan	Oil and Gas	0.30	Debtor responsible for interim lender's expenses	5.0%	
MPX International Corporation	Certain Debentureholders	CCAA	KSV	24-Jul-22	Ontario	Cannabis	2.67	Commitment fee of 2%	12.0%	
The Sanderson-Harold Company c.o.b. as Paris Kitchens	BMO	NOI	KSV	31-May-22	Ontario	Manufacturing	0.45		Prime commercial lending rate of BMO plus 1.5% per annum (currently, 5.2%).	
Medipure Pharmaceuticals Inc.	HFS Management Inc.	NOI	Deloitte	11-May-22	British Columbia	Healthcare	1.36	Debtor responsible for interim lender's expenses	6.0%	
Sproutly, Inc. and Toronto Herbal Remedies Inc.	0982244 B.C. Ltd. o/a Isle of Mann Property Group	CCAA	BDO	24-Jun-22	Ontario	Cannabis	0.75	Facility fee of 2%	1400.0%	
Revlon Inc. et al.	The BrandCo Lenders and certain Prepetition ABL Lenders	Foreign order recognition	KSV	20-Jun-22	Ontario	Manufacturing	by - \$1.025 billion; ABL DIP Facility	Term DIP Facility - 1% of the aggregate principal amount of each Term DIP Lender's Term DIP Commitment; ABL DIP Facility - 1% of the aggregate Tranche A DIP ABL Commitments as of the Petition Date	Term DIP Facility - SOFR + 775 basis points (with a 1% SOFR floor); LIFO ABL DIP Loans - ABR + 2.50% (with a 1.5% ABR floor); SISO ABL DIP Loans - ABR + 4.75% (with a 2.75% ABR floor)	
Canadian Dehua International Mines Group Inc.	Qubo Liu (a 50% shareholder)	CCAA	FTI	03-Jun-22	British Columbia	Mining	0.35		0	0.0%
MJardin Group Inc., Growforce Holdings Inc., 8586985 Canada Corporation and Highgrade MMJ Corporation	Bridging Finance	CCAA	KSV	02-Jun-22	Ontario	Cannabis	2.00	Upfront fee of \$50,000. Debtor responsible for DIP lender's expenses.	1000.0%	
Freshlocal Solutions Inc. et al.	Third Eye Asset Management Inc. / Ayal Capital Advisors EliteFund LP and Heidi S. Shippell Heiland 2008 Irrevocable Trust	CCAA	EY	16-May-22	British Columbia	Retail	1) TEC - 102) Ayal - 3	1) Closing fee of \$300,000; exit fee of \$300,000; extension fee of \$150,000 payable to extend the maturity date 2) Closing fee of \$90,000	1) Variable interest rate of the RBC Prime Rate + 8% (currently 12.7%) per annum 2) Variable interest rate of the RBC Prime Rate + 5% (currently 9.7%) per annum	The TEC loan was amended by order dated August 5, 2022. These are the amended terms. The Ayal loan was added on the same day.
Choom Holdings Inc.	1) Aurora Cannabis Inc. 2) Secured creditor other than Aurora	CCAA	EY	22-Apr-22	British Columbia	Cannabis	1) 0.82) 0.15	1) Borrower responsible for DIP lender's expenses.	1) 12 2) 12	
Hazelton Development Corporation	Triumph Eastern Investments Inc.	CCAA	Grant Thornton	20-Apr-22	Ontario	Real Estate	9.00	Commitment fee of \$180,000	1300.0%	
0989705 B.C. Ltd. et al.	Gatland, REV and South Street LP	CCAA	A&M	01-Apr-22	British Columbia	Real Estate	1.00	25000	1000.0%	
Eve & Co Incorporated, Natural Medco Ltd. and Eve & Co International Holdings Ltd.	Deans Knight Private Credit GP Inc., as General Partner of Deans Knight Private Credit Limited Partnership and DK Strategic Yield U.S. GP LLC, as General Partner of DK Strategic Yield Master Trust Limited Partnership	CCAA	BDO	25-Mar-22	Ontario	Cannabis	2.20	Facility fee of 60,000. Borrower responsible for DIP lender's expenses.	1200.0%	
Rising Phoenix International Inc.	Interim Financing - Gestion Levy inc. Junior Interim Financing - 6815464 Canada Ltd.	CCAA	Richter	06-Jan-22	Quebec	Education	ancing - 1.75Junior Interim Financing	Unclear - facilities granted under seal	Unclear - facilities granted under seal	

Canada Fluorspar (NL) Inc. and Canada Fluorspar Inc. (collectively "CFI")	(i) Bridging Finance Inc., a body corporate, existing pursuant to the laws of Canada, as agent for the Bridging Funds ("BFI") and (ii) Her Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Industry, Energy and Technology (as successor to the Minister of Tourism, Culture, Industry and Innovation)	CCAA	Grant Thornton	2022 Interim Receivership - I	Newfoundland	Mining	6.50	N/A	Prime plus 12%
Trinity Ravine Community Inc.	Nahid Corporation or an affiliate	CCAA	Deloitte	23-Feb-22	Ontario	Real Estate	0.85	1. one-time fee of \$20,000 payable from proceeds of the first Advance; 2. Advance Fee of \$500 plus HST in respect of each Advance; 3. Utilization Fee in respect of any unutilized portion of the DIP Facility at a rate of 0.35% per annum calculated and compounded monthly in arrears; 4. \$40,000 to be applied against the lender's legal fees and disbursements	The greater of 12% or the TD Bank Prime Rate (currently 2.45%) plus 9.55%
BC Craft Supply Co. Ltd.	Avro Capital Corp.	NOI	Crowe MacKay	24-Jan-22	British Columbia	Cannabis	0.42	\$5,000 documentation fee; Borrower responsible for DIP lender's expenses	11.5% per annum, with an additional 3% per annum in the event of a default
BlackRock Mining Inc. et al.	OMF Fund II H Ltd. and Investissement Québec	CCAA	Deloitte	23-Dec-21	Quebec	Mining	2.00		12% per annum
Behr Technologies Inc.	13486826 Canada Inc.	NOI	Farber	03-Dec-21	Ontario	Technology	0.80	\$8,000 commitment fee	12% per annum
Kaisen Energy Corp.	Durum Opportunities LP, an affiliate of Durum Capital Inc.	CCAA	EY	08-Dec-21	Alberta	Oil and Gas	1.00	\$50,000 commitment fee	ATB Financial Prime Rate + 5% per annum and is only payable on amounts advanced under the Interim Lender Facility;
Harte Gold Corp.	1000025833 Ontario Inc., a wholly owned subsidiary of Silver Lake Resources Limited.	CCAA	FTI	07-Dec-21	Ontario	Other	10.80	Borrower responsible for DIP lender's expenses	(a) in the case of the Balance in the Monitor's Account from time to time, 2% per annum; (b) in the case of any portion of the Loan Amount that has been advanced, 5% per annum from the date of the advance
Boreal Capital Partners	Halmart Properties Corporation	CCAA	EY	25-Nov-21	Ontario	Real Estate	10.00	Borrower responsible for DIP lender's expenses	750.0%
Junction Craft Brewing Inc.	100003509 Ontario Limited	NOI		15-Oct-21	Ontario	Food & Accommodation	0.65	0	0.0%
ChronoMetriq Inc. and Health Myself Innovations Inc.	CIBC	NOI	Richter	26-Oct-21	Quebec	Healthcare	1.00	Unclear - term sheet filed under seal.	Unclear - term sheet filed under seal.

Medifocus Inc. (TSX-v:MFS)	Asset Profits Limited	CCAA	Spergel	sep-21 (NOI)7-Oct-21 (CCAA)	Ontario	Biotech	0.70	Borrower responsible for DIP lender's expenses	900.0%	
Drexler Construction Limited, Folmur Construction (2004) Ltd. and Down Under Pipe and Cable Locating Ltd.	Corwin Mortgage Capital Inc.	NOI	Albert Gelman	23-Mar-21	Ontario	Construction	Loan 1 - 1.5 Loan 2 - 1	Loan 1 - \$15,000 brokerage fee and \$1,200 administration fee, plus lender's legal fees Loan 2 - \$10,000 brokerage fee, plus lender's legal fees	Loan 1 - 6.99 Loan 2 - 10, interest only	
Coalspur Mines (Operations) Ltd.	Cline Trust Company LLC	CCAA	FTI	26-Apr-21	Alberta	Mining	26.00	Closing fee of US\$50,000. Undrawn amount fee of 2% on any undrawn amounts. The Borrower must also pay for the Lender and Monitor's reasonable expenses in connection with the loan.	1200.0%	
International Fitness Holdings Inc., International Fitness Holdings LP and World Health North LP	First Canadian Cardio-Fitness Clinics Ltd.	NOI	KPMG	23-Apr-21	Alberta	Other	10.00	The Borrower is responsible for the Lender's reasonable expenses in connection with the DIP loan, the term sheet and the NOI proceedings.	1000.0%	
BioEnergie AE Cote-Nord Canada Inc.	Biogaz SP snc	CCAA	Raymond Chabot	06-May-21	Quebec	Biotech	0.30			
CannTrust	Cortland Credit Lending Corporation	CCAA	EY	06-May-21	Ontario	Cannabis	22.50	Confidential	Confidential	
Spartan Bioscience Inc.	Casa-Dea Financing Ltd.	NOI continued as CCAA	EY	04-May-21	Ontario	Biotech	0.60	Facility fee of \$6,000. The Borrower is responsible for the Lender's reasonable expenses incurred in connection with the interim financing.	10.0%	
Ardenton Capital Corporation	RCM Capital Management Ltd.	CCAA	KSV	05-Mar-21	British Columbia	Financial Services	5.00	n/a	10.0%	
Just Energy Group Inc. (TSX:JE)	LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC and OC II LVS XIV LP	CCAA	FTI	09-Mar-21	Ontario	Oil and Gas	125.00	Commitment fee of \$1.25 million and origination fee of \$1.25 million. The Borrower will be responsible for all of the DIP Lenders' reasonable legal fees incurred in respect of the DIP Financing.	13.0%	
Change of Scandinavia Canada Retail Inc.	Change of Scandinavia Holding A/S and Change of Scandinavia A/S	NOI	Richter	02-Mar-21	Quebec	Retail	2.00		15.0%	
Atis Group	BNS	CCAA	Raymond Chabot	24-Feb-21	Quebec	Manufacturing	6.25	Facility fee of \$112,500	Prime plus 3.75%	
TGF Acquisition Parent Ltd., Sun Rich Fresh Foods Inc. and Tiffany Gate Foods Inc.	Cortland Capital Market Services Ltd.	CCAA	EY	17-Feb-21	British Columbia	Food & Accommodation	13.40	Commitment fee of \$516,000.	Either 15% or 12.5%, pursuant to the terms of the Term Sheet	
Rockshield Engineered Wood Products	Hillmount Capital Inc.	NOI	Dodick & Associates	08-Feb-21	Ontario	Manufacturing	1.50	Commitment fee of \$30,000.	11.0%	

Laurentian University	Firm Capital Corporation	CCAA	EY	01-Feb-21	Ontario	Education	25.00	Commitment fee of \$500,000. The Borrower will be responsible for all of the DIP Lender's reasonable legal fees incurred in respect of the DIP Financing.	Floating at the greater of 8.50% Per Annum or the TD Canada Trust Posted Bank Prime Rate of Interest from time to time plus 6.05% Per Annum	
Tradesmen Enterprises Limited Partnership	BMO	NOI	KSV	01-Feb-21	Alberta	Professional Services	1.90	Closing fee of \$65,000. The Borrower and Guarantor must pay the Lender's fees and expenses incurred in connection with the loan and the NOI proceedings.	12.0%	
Yatsen Group of Companies	1699803 Ontario Inc.	CCAA	A&M	25-Jan-21	Ontario	Food & Accommodation	5.00	The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.	3.0%	
Algold Resources Ltd. (TSX: ALG)	Aya Gold & Silver Inc.	NOI	Raymond Chabot	15-Jan-21	Quebec	Mining	2.40	Commitment fee of \$15,000 and monthly monitoring fee of \$5,000	20.0%	
FIGR Brands, Inc.	Alliance One Tobacco Canada, Inc.	CCAA	FTI	21-Jan-21	Ontario	Cannabis	16.00	The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.	8.0%	Initial DIP loan was \$8 million. Order dated March 31, 2021 increased amount of DIP loan to \$13 million. Order dated June 10, 2021 increased amount of DIP loan to \$16 million.
Greenfire Hangingstone Operating Corporation	Trafigura Canada General Partnership	NOI	A&M	08-Oct-20	Alberta	Technology	20.00	The Borrower must pay the Lender's reasonable fees and expenses in connection with the DIP Financing term sheet and monitoring thereof and the BIA proceedings.	LIBOR plus 8%	
33 Laird Inc. et al.	An Affiliate of Beaux Properties International Inc.	NOI	MNP	03-Dec-20	Ontario	Real Estate	0.25		10.0%	
King Street Restaurant Group	Third Eye Capital	CCAA	MNP	06-Nov-20	Ontario	Food & Accommodation	3.20	3% closing fee	12.0%	ARIO increased amount of DIP Commitment from \$1.2 million to \$1.4 million. DIP was later increased by subsequent orders to \$3.2 million.

2505243 Ontario Limited	Peter and Paul's Gifts Limited	NOI	KSV	16-Oct-20	Ontario	Food & Accommodation	1.50		5.0%	The initial amount approved was 0.3 million. This amount was increased by later court orders.
Creditloans Canada Financing Inc. (o/a Progressa) and Creditloans Canada Capital Inc.	JWC Opportunities Fund Inc.	CCAA	BDO	30-Sep-20	British Columbia	Financial Services	2.50		12.0%	
Hematite Group	Woodbridge Foam Corporation	CCAA	KPMG	18-Sep-20	Ontario	Automotive	6.00	The Borrowers must pay the Lender's reasonable fees and expenses in connection with the CCAA proceedings.	15.0%	
UrtheCast Corp.	1) 1262743 B.C. Ltd. 2) HCP-FVL, LLC	CCAA	EY	04-Sep-20	British Columbia	Technology	loan facility and USD \$2mm rev	1) The Borrowers must pay the Lender's reasonable fees and expenses in connection with the CCAA proceedings. 2) Standby fee of 2% on any undrawn portion; 3% commitment fee; exit fee of \$160,000-\$400,000, calculated on the basis of how much is drawn down. The Borrower must also pay the Lender's reasonable expenses in connection with the DIP loan.	18.0%	The first USD \$1 million loan was obtained as an interim loan while the debtors were in discussions to obtain the second USD \$5 million loan. The charge securing the second loan ranks ahead of the charge securing the first loan.
PharmHouse Inc.	Canopy Rivers Corporation	CCAA	EY	15-Sep-20	Ontario	Cannabis	10.74	The Borrower must pay the Lender's reasonable costs and expenses (including legal) incurred by or on behalf of the Lender in respect of the Facility or any loan documents and in connection with the enforcement of the Lender's rights thereunder.	8.0%	Order dated December 18, 2020 increased amount of DIP from 7 to 9.70 million. Order dated February 25, 2021 increased amount of DIP to 10.40 million. Order dated March 11, 2021 increased amount of DIP to 10.74 million.

Mountain Equipment Co-operative Groupe Dynamite	Toronto-Dominion Bank, Royal Bank of Canada and Canadian Imperial Bank of Commerce	CCAA	Alvarez & Marsal	14-Sep-20	British Columbia	Retail	100.00	The Interim Lenders also provided the petitioners' pre-filing credit facilities, so an "amendment fee" of \$250,000 is payable on the execution of the Interim Financing Credit Agreement. The petitioners are also required to reimburse the Interim Lenders for all reasonable and documented expenses in connection with the Interim Financing Facility and Interim Financing Credit Agreement.	Interest is payable on the outstanding principal amount at the applicable rate per annum for the Prime Rate, BA Rate and LIBO Rate Loans, any unused line fee, and the Default Rate for past due payments (all as defined in the Updated Credit Agreement), plus a rate of 2% per annum, payable on the Maturity Date	
	10644579 Canada Inc.	CCAA	Deloitte	04-Sep-20	Quebec	Retail	10.00		11.0%	
Port Capital Development (EV) Inc.	Desjardins Financial Security Life Assurance Company	CCAA	EY	29-May-20	British Columbia	Real Estate	1.80	Commitment fee of \$25k. The Borrower will be responsible for all of the Interim Lender's reasonable legal fees incurred in respect of the Interim Financing and CCAA proceedings.	The higher of (a) the prime rate posted by the Fédération des caisses Desjardins du Québec plus 9.55% per annum, or (b) 12% per annum, accruing daily in arrears on the outstanding amount of the DIP Facility from time to time	Order dated June 8, 2020 added DIP charge and order dated March 1, 2021 increased amount of DIP charge from \$1.25 million to \$1.5 million. Order dated June 16, 2021 increased amount of DIP charge to \$1.8 million.
Reitmans (Canada) Limited	Bank of Montreal and Roynat Inc.	CCAA	EY	19-May-20	Quebec	Retail	60.00	The interim financing provides for: 1) a standby charge of 0.6% on amounts committed and not drawn; 2) a commitment fee of \$360k payable on court approval of the interim facility; and 3) reimbursement of the reasonable out-of-pocket expenses.	Prime + 5%	
Tidal Health Solutions	Iostesso Holdings Inc. or an affiliate thereof	NOI	PwC	30-Jul-20	Quebec	Cannabis	1.00	The Borrower shall pay all the Interim Lender's legal fees (on a solicitor-client, full indemnity basis) and out-of-pocket disbursements and any costs of realization and enforcement, in each case in connection with the facility.	11.0%	

Northern Pulp Nova Scotia Corporation	Paper Excellence Canada Holdings Corporation (in its capacity as Lender) together with one or more other financial institutions or investment funds	CCAA	EY	19-Jun-20	Nova Scotia	Agriculture	21.00	Commitment fee of 2.5% on any advance and standby fee of 2.5% on any unadvanced portion. Agency fee of \$5,000 per annum.	10.0%	Amount of DIP was increased from \$13 million to \$21 million on April 22, 2021.
Glenogle Energy Inc. and Glenogle Energy Limited Partnership	HSBC	NOI	EY	14-May-20	Alberta	Oil and Gas	2.30		Prime plus 4.75%	
Moores	JPMorgan Chase Bank, N.A., and a syndicate of lenders	CCAA (recognition of Texas proceeding as foreign main proceeding)	Grant Thornton	05-Aug-20	Ontario	Chapter 11 Debtors' obligations under Prepetition ABI		Commitment fee and letter of credit fee calculated pursuant to a formula in the DIP agreement includes a	Interest calculated pursuant to a formula in the DIP agreement	
Bow River Energy Ltd.	2270943 Alberta Ltd.	CCAA	BDO	01-Jun-20	Alberta	Oil and Gas	1.10	The Borrower shall pay all of the Interim Lender's legal fees and out of pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Lender Charge, the other Interim Financing Credit Documentation or the CCAA Proceedings.	8.0%	
Korite International	5024639 Ontario Inc.	CCAA	BDO	30-Jun-20	Alberta	Manufacturing	0.70	The Borrower shall pay all of the Interim Lender's legal fees and out of pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Lender Charge, the other Interim Financing Credit Documentation or the CCAA Proceedings	Prime plus 3.5% per annum	
GNC Holdings	GLAS Trust Company as agent and JP Morgan Chase Bank, N.A.	CCAA - Chapter 11 Recognition Order	FTI	24-Jun-20	Ontario	Retail		(GLAS) and 305 (JP Morgan Chase)		
Peraso Technologies Inc.	Roadmap Capital General Partner Ltd., Roadmap Peraso LP III (U.S. and Offshore) and XCOM Labs, Inc.	CCAA	EY	03-Jun-20	Ontario	Technology	Confidential		6% per annum and 8% per annum on overdue amounts	
Cequence Energy Ltd.	Confidential	CCAA	EY	29-May-20	Alberta	Oil and Gas	7.00		9% per annum on drawn funds and 1% per annum on undrawn funds. Default interest is an additional 3% on all amounts outstanding.	

Green Growth Brands Inc.	All Js Greenspace LLC	CCAA	EY	20-May-20	Ontario	Cannabis	US14.2		5% per annum	Amount of DIP loan increased from US7.8 million to US10 million and subsequently US 14.2 million
Dominion Diamond Mines	Washington Diamond Lending, LLC and a syndicate of lenders	CCAA	FTI	23-Apr-20	Alberta	Mining	60.00	DMI shall pay all outstanding fees and expenses to date of the Existing Credit Facility Lenders, including legal and financial advisory expenses, via the initial draw under the Interim Facility	5.25% per annum, payable monthly, and increases to 7.25% in the event of a default	
Beleave Inc.	Hegedus Consulting Services Inc.	CCAA	Grant Thornton	05-Jun-20	Ontario	Cannabis	0.50		Interest shall accrue upon the occurrence of any of the following events: (i) in accordance with the terms set out in Schedule "E" of the Stalking Horse APA; or (ii) upon the occurrence of an Event of Default hereunder	
Entrec Corporation	Wells Fargo Capital Finance Corporation Canada as Administrative Agent	CCAA	A&M	14-May-20	Alberta	Transportation	30.00	Amendment fee of \$250,000 (interim facility is provided as amendment to existing credit facilities)	8.0%	
Redrock Camps Inc.	Invico Diversified Income Limited Partnership	CCAA	BDO	13-May-20	Alberta	Food & Accommodation	2.50	Commitment fee of \$50,000	10.0%	
Quest University Canada	RCM Capital Management Limited	CCAA	PWC	16-Jan-20	British Columbia	Education	8.20	Commitment fee of \$35,000; structuring fee of 4% on each drawdown	9% until the maturity rate; 15% thereafter	
JMB Crushing Systems	ATB Financial / Canadian Aggregate Resource Corporation	CCAA	FTI	01-May-20	Alberta	Manufacturing	0.9 / 0.5		10% / 10%	
Aldo Group	National Bank of Canada	CCAA	EY	07-May-20	Quebec	Retail	60.00	Standby charge of 1.25% on amounts committed and not drawn and commitment fee of \$600,000	LIBOR + 5.5% for the first 9 months and LIBOR + 6.5% thereafter. An additional 2% applies where there is a default.	
True Leaf Brands	Lind Asset Management XV, LLC	NOI	FTI	03-Apr-20	British Columbia	Manufacturing	0.70	Facility fee of \$14,000 and diligence fee of \$5,000	10.0%	
HealthChain	REDDS Technology Fund I LP	NOI	Dodick & Associates	28-Feb-20	Ontario	Technology	0.20	Commitment fee of \$4,000	10.0%	
1348441 Ontario Inc. o/a Solutions Your Organized Living Store	Gurmej Walia	NOI	Dodick Landau	26-Mar-20	Ontario	Retail	0.50		0.0%	*Note: lender is debtor's principal shareholder

Kahunaverse Sports Group	Grayrock Capital Incorporated	NOI	PwC	11-Mar-20	British Columbia	Retail	1.40	\$150,000 retainer deemed to be initial drawdown; structuring fee of 2% of principal to be paid to lender and deducted from initial drawdown on closing	8.0%	
James E. Wagner Cultivation Corporation	Trichome Financial Corp.	CCAA	KSV	01-Apr-20	Ontario	Cannabis	8.20	Commitment fee of \$120,000	10.0%	DIP amount increased through subsequent DIP amendment orders
Green Relief	1) Antonio Battaglia / Dr. Neilank Jha; 2) 2650064 Ontario Inc.	CCAA	PwC	08-Apr-20	Ontario	Cannabis	1) 0.25 / 0.5; 2) 1.5	2) The Company must pay the DIP Lender's reasonable costs and expenses to a maximum of \$100,000	1) 5%; 2) 5%	Second DIP loan obtained in connection with proposed sale of company
Pure Global Cannabis Inc. et al.		CCAA	EY	19-Mar-20	Ontario	Cannabis	4.00	2.25% of DIP facility	9.3%	
Lydian International Limited	Orion Co IV (ED) Limited, Resource Capital Fund VI L.P. and Osisko Bermuda Limited	CCAA	Alvarez & Marsal	23-Dec-19	Ontario	Mining	Confidential		Confidential	
Eureka 93 Inc.	Spouter Corporation Inc., David and Donna VanSegbrook	NOI	Deloitte	14-Feb-20	Ontario	Cannabis	2.30	Commitment fee of \$320,000	15.0%	
2607380 Ontario Inc.	Meridian	CCAA	Richter	26-Feb-20	Ontario	Real Estate	7.18	Commitment fee of \$107,000, availability fee of \$2,000 per month.	9.3%	
Air Georgian Limited	2229275 ALberta Ltd.	NOI	KPMG	31-Jan-20	Ontario	Aviation	0.80		12.0%	
Pier 1 Imports (U.S.), Inc.	Various pre-petition lenders	Foreign order recognition	Alvarez & Marsal	18-Feb-20	Ontario	Retail	USD \$256.0	\$2.4 million in aggregate fees (equal to 0.9% of the total financing)	Revolving loans: LIBOR + 3% FILO Loans: LIBOR + 4.5% ABL Term Loan: LIBOR + 8%	
Ontario Graphite	Orionis Corporation	CCAA	Deloitte	12-Feb-20	Ontario	Mining	2.75		15.0%	
Invictus MD Strategies	ATB Financial	CCAA	PwC	13-Feb-20	British Columbia	Cannabis	3.00	\$60,000 upfront fee (2% of total commitment, \$500/mo. monitoring fee.	10.0%	
Rebuts Solides Canadiens inc. et al	RECYC-QUÉBEC and le Ministre de l'Environnement de la Lutte contre les changements climatiques	CCAA	PwC	03-Feb-20	Quebec	Recycling	9.00		5.0%	
AgMedica Bioscience Inc.	SV V Bridge III, LP	CCAA	EY	02-Dec-19	Ontario	Cannabis	7.50		9.5%	
Fortress Global Enterprises Inc.	Investissement Quebec	CCAA	Deloitte	16-Dec-19	Quebec	Forestry	17.00		10.0%	Commitment was initially \$6 million but was increased by subsequent orders.
Prendville Industries Ltd.	CIBC	NOI	EY	05-Dec-19	Ontario	Forestry	1.55		CIBC prime rate + 4.0%	
Trade Secret Web Printing Inc.	B&Y Property Holdings Inc.	NOI	Crowe Soberman	22-Nov-19	Ontario	Printing	0.25	2% closing fee	5.0%	
Gestion KnightsBridge Inc. and Investissements KnightsBridge S.E.C.	Claric Drolet Limited Partnership and Claric Bromont Limited Partnership	NOI	Richter	15-Nov-19	Quebec	Real Estate	0.10		10.0%	
Viafoura Inc.	Intercap Equity Inc.	NOI	KSV	01-Dec-19	Ontario	Technology	1.00	1% of loan payable upon each extension of loan maturity beyond January 30, 2020.	RBC prime rate plus 2%	

								\$50,000 initial commitment fee, subsequent commitment fee equal to the greater of \$125,000 and 4% of the difference between the maximum DIP availability and the amount of the initial advance.		
Wayland Group Corp. et al	The House of Turlock Ltd.	CCAA	PwC	02-Dec-19	Ontario	Cannabis	1.10		13.0%	
AgMedica Bioscience Inc.	Hillmount Capital Inc.	CCAA	EY	02-Dec-19	Ontario	Cannabis	7.50	2.25% commitment fee	9.5%	
North American Fur Auctions Inc.	Waygar Capital Inc.	CCAA	Deloitte	31-Oct-19	Ontario	Distribution	USD \$5.0	2% closing fee	12.0%	
Accel Energy Canada Limited	Third Eye Capital Corporation (as agent) and ICC Credit Holdings Ltd. and other parties as lenders.	NOI	PwC	21-Oct-19	Alberta	Oil and Gas	38.00	\$600.0M closing fee	12.0%	
DEL Equipment Inc.	Diesel Equipment Limited	CCAA	MNP	22-Oct-19	Ontario	Automotive	1.00		6.5%	
Bellatrix Exploration Ltd.	Names of lenders redacted	CCAA	PwC	02-Oct-19	Alberta	Oil and Gas	USD \$15.0	USD \$0.75MM, earned as follows: i) USD \$0.25MM on the date of initial advance, ii) USD \$0.25MM if not repaid within 30 days, and iii) USD \$0.25MM if not repaid within 60 days.	10.0%	
Energold Drilling Corp.	Energold DIP Lender, LLC	CCAA	FTI Consulting	13-Sep-19	British Columbia	Mining	3.75	\$90.0M closing fee, \$90.0M agent fee and \$90.0M exit fee	8% for the first 45 days post-filings, 12% for the next 30 days, 18% thereafter	
Stornaway Diamond Corporation	Osisko Gold Royalties Ltd., CDPQ Resources Inc., 1078243 Canada Limited and Diaquem Inc.	CCAA	Deloitte	09-Sep-19	Quebec	Mining	20.00		12.5%	
3834310 Canada Inc. (Groupe Capitaux Medias)	Investissement Quebec	NOI	PwC	19-Aug-19	Quebec	Media	5.00	Confidential	Confidential	
Gedex Systems Inc.	FCMI Parent Co.	CCAA	Zeifmans	12-Aug-19	Ontario	Technology	0.55		In accordance with company's pre-filing credit agreement with lender.	
Jack Cooper Ventures	Prepetition ABL Lenders	Foreign order recognition	Alvarez & Marsal	09-Aug-19	Ontario	Automotive	85.00	0.25% standby fee	LIBOR plus 3.5% or Base Rate plus 2.5%	
Yukon Zinc	Century Acquisitions Inc.	NOI	PwC	31-Jul-19	British Columbia	Mining	3.00		18.0%	
VistaCare Communications Services of Canada Inc., et als	Bank of Montreal and Roynat Inc.	NOI	Grant Thornton	19-Jun-19	Nova Scotia	Telecommunications	2.65	\$25.0M commitment fee	9.5%	
ILTA Grain Inc.	Farm Credit Canada	CCAA	PwC	07-Jul-19	British Columbia	Agriculture	8.00	2.5% commitment fee	8.0%	
Miniso Canada	MIHK Management Inc.	CCAA	Alvarez & Marsal	11-Jul-19	British Columbia	Retail	2.00	N/A	10.0%	
Argex Titanium Inc.	11345974 Canada Inc.	NOI	PwC	02-Jul-19	Quebec	Technology	1.50	2% commitment fee	18.5%	

Orbcare Inc.	iGan Partners Inc.	NOI	MNP	25-May-19	Ontario	Technology	1.20	\$0.25MM	10.0%	
Hollander Sleep Products Canada Limited (Canadian borrower of US group under Chapter 11 bankruptcy protection)	Syndicate of prepetition ABL lenders	Foreign order recognition	KSV	23-May-19	Ontario	Manufacturing	(Canadian debtor sublimit of \$	\$1.35MM closing fee (1.5% of committed amount)	Effective interest estimated to be 6.5%	
Biomod Concepts Inc.	T Investment Corp.	NOI	Richter	08-Apr-19	Quebec	Technology	0.67		15.0%	
Bondfield Construction Company Limited	Zurich Insurance Company Ltd.	CCAA	EY	03-Apr-19	Ontario	Construction	27.50		6.0%	
Bondfield Construction Company Limited	Bridging Finance, as agent	CCAA	EY	03-Apr-19	Ontario	Construction	6.00		14.0%	
Divestco Inc.	Krik Popadynetz, Wade Darryl Brillon, Marvin Lefebvre, Monashees Vernon Liquor Store Ltd. and Michael Brent Gough	CCAA	Grant Thornton	04-Mar-19	Alberta	Oil and Gas	1.50	\$25,000 facility fee, professional costs of lender.	18.0%	
Ascent Industries Corp.	Pillar Capital Corporation	CCAA	EY	01-Mar-19	British Columbia	Cannabis	2.00	3% structuring fee, monthly monitoring fee of \$750 and due diligence fee of \$6,250.	15.0%	
Resource Capital Gold	Sprott Private Resource Lending (Collector) LP	NOI	PwC	28-Jan-19	British Columbia	Mining	2.20	Professional costs of the lender	18.0%	
Nautilus Minerals Inc.	Deap Sea Mining Finance Ltd.	CCAA	PwC	21-Feb-19	British Columbia	Mining	4.00	Professional costs of the lender	8.0%	
Donaldson & James Ltd. and the Agency Employment Services Ltd.	FundThrough Inc.	NOI	Farber	23-Jan-19	Ontario	Staffing	3.00	1.5% facility fee, professional costs of the lender	24.0%	
Vari-Form	11032569 Canada Inc. (also the stalking horse bidder in these proceedings).	CCAA	PwC	08-Jan-19	Ontario	Automotive	22.80		5.0%	
Forme Development Group Inc.	Kingsett Mortgage Corporation	CCAA	KSV	30-Nov-18	Ontario	Real Estate	5.00	\$75.0M commitment fee, extension fee of \$25.0M on each 4-month extension; professional costs of the lender.	RBC's prime rate + 4.55% (minimum rate of 8.5%)	
Harvest Fraser Richmond Organics	Pillar Capital Corporation	CCAA	EY	12-Oct-18	British Columbia	Cleantech	1.00	Unknown	14.0%	
Stantive Technologies Group Inc.	1968392 Ontario Inc. and	NOI	EY	14-Nov-18	Ontario	Technology	0.80	2% commitment fee.	12.0%	
OpenHydro	OpenHydro Group Limited (In	CCAA	Grant	07-Nov-18	Nova Scotia	Biotech	0.50	N/A	0.0%	
Fluid Brands Inc.	CIBC	NOI	Richter	25-Oct-18	Ontario	Retail	25.30	\$165.0M commitment fee;	In accordance with	
Harvest Fraser Richmond Organics	Maynbridge Capital	CCAA	EY	12-Oct-18	British Columbia	Cleantech	1.02	4% commitment fee, 2% standby fee	10.0%	
Le groupe S.M. Inc. et als	Integrated Asset Management	CCAA	Deloitte	24-Aug-18	Quebec	Construction	2.00	1% standby fee	9.0%	

Aralez Pharmaceuticals Inc. and Aralez Pharmaceuticals Canada Inc.	Deerfield Management Company, L.P.	CCAA	Richter	10-Aug-18	Ontario	Pharmaceuticals	10.00	1% commitment fee, 1% extension fee	10.0%
Burry's Shipyard	BDC	NOI	Deloitte	10-Jul-18	Newfoundland	Manufacturing	0.30	Loan processing fee of	BDC's Floating Base
Ranch Energy Corporation et al.	Third Eye Capital Corporation	CCAA	EY	10-Jul-18	Alberta	Oil and Gas	1.36	Unknown	12.0%
Kolsy Homes	KV Capital Corporation	CCAA	Bowra Group	09-Jul-18	Alberta	Real Estate	0.60	Unknown	Unknown
TELEoIP Inc.	Adarsan Holdings Limited and	CCAA	PwC	27-Jun-18	Ontario	Technology	1.50	Professional costs of	5.0%
Aspen Air	C.F. Capital Corporation	NOI	KSV	12-Jun-18	Alberta	Manufacturing	0.25	2% commitment fee, 2% exit fee, professional costs of lender	10.0%
Purcell Basin Minerals Inc. et al.	Braveheart Resources Inc.	CCAA	MNP	29-May-18	British Columbia	Mining	0.15	Professional costs of lender	12.0%
Purcell Basin Minerals Inc. et al.	MLM Pacific LLC	CCAA	MNP	29-May-18	British Columbia	Mining	0.63	Finance fee equal to 10%	7.0%
Bioamber Canada & Bioamber Sarnia Inc.	Maynbridge Capital	CCAA	PwC	24-May-18	Ontario	Manufacturing	3.50	3% commitment fee, 2% standby fee, 3% break fee, early repayment penalties, professional costs of lender	9.0%
Drexler Construction Limited, Folmur Construction (2004) Ltd. and Down Under Pipe and Cable Locating Ltd.	Corwin Mortgage Capital Inc.	NOI	Albert Gelman						
Purewal Blueberry Farms Ltd.	Blueberry Holding (GP) Ltd.	NOI	FTI Consulting	30-Apr-18	British Columbia	Agriculture	0.50	\$15.0M lending fee upon court acceptance	15.0%
Discovery Air Inc.	CEP IV Co-Investment Limited Partnership	CCAA	KSV	21-Mar-18	Ontario	Transportation	12.60	Professional costs of lender	10.0%
Société en commandite Tilly de Laval et Promotions	La Financiere Transcapitale	CCAA	Lemieux	14-Feb-18	Quebec	Construction	0.75	Unknown	Unknown
Manitok Energy	SCCC Petroleum Corporation	NOI	FTI Consulting	10-Jan-18	Alberta	Oil and Gas	8.00	2% standby fee, \$150.0M commitment fee, 2% prepayment fee, exit fee of \$150.0M, professional costs of lender	8.0%
9333-9109 Quebec	Unknown	CCAA	André Allard	01-Dec-17	Quebec	Real Estate	Unknown	Unknown	Unknown