No. S-254287
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 OAK AND FORT CORP., 1282339 B.C. LTD., OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER HOLDINGS LLC and OAK AND FORT CALIFORNIA, LLC

PETITIONERS

FIFTH REPORT OF KSV RESTRUCTURING INC. AS MONITOR

NOVEMBER 26, 2025

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1.0 Introduction

1. On June 2 and 3, 2025 (as applicable, the "**Filing Date**") Oak and Fort Corp. ("**Oak Corp**"), 1282339 B.C. Ltd., Oak and Fort US Group, Inc., Oak and Fort Enterprise (U.S.), Inc., NYM Merger Holdings LLC, and Oak and Fort California, LLC (collectively, the "**Petitioners**" or the "**Company**") filed Notices of Intention to Make a Proposal in accordance with Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and KSV Restructuring Inc. ("**KSV**") consented to act as proposal trustee (such proceedings, collectively, the "**Proposal Proceedings**").

2. Pursuant to an order (the "**Initial Order**") issued by the Supreme Court of British Columbia (the "**Court**") on June 6, 2025, the Proposal Proceedings were converted to and continued under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). Pursuant to the Initial Order, KSV was appointed monitor of the Petitioners (in such capacity, the "**Monitor**").

3. On June 7, 2025, the Petitioners commenced proceedings in the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Court**") seeking recognition of these CCAA proceedings as a foreign main proceeding under Chapter 15 of title 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**", and such proceedings, the "**Chapter 15 Proceedings**"). On June 9, 2025, the U.S. Court granted a provisional order recognizing the Canadian stay of proceedings.

4. At the comeback hearing on June 16, 2025, the Court issued an Amended and Restated Initial Order that, among other things, extended the stay of proceedings to and including July 4, 2025 (the "**Stay Period**").

5. At a hearing on July 4, 2025, the Court issued:

    a) a Second Amended and Restated Initial Order (the "**SARIO**"), among other things:

        i. approving an interim financing facility (the "**Interim Facility**") in the maximum principal amount of $2,500,000 between Oak and Fort Corp., as the borrower, and Klaus Lam, Bo Ra Kam, Min-Seon Scott Park, Bear and Otter Holdings Ltd., and Min Kang as lenders (collectively, the "**Interim Lender**"), pursuant to the debtor-in-possession Financing Term Sheet dated June 25, 2025, and granting a charge on the Property (as defined in the SARIO) in connection with the same; and

        ii. extending the Stay Period from July 4, 2025 to and including October 3, 2025;

    b) a Claims Process Order (the "**Claims Process Order**"), among other things, approving a claims process for soliciting and determining claims against the Petitioners and their directors and officers (the "**Claims Process**") and authorizing the Monitor and Petitioners to carry out the Claims Process on the terms set out therein. As more fully discussed in Section 3 below, the administration of the Claims Process is substantially complete.

6. The U.S. Court made orders on July 9, 2025 and July 17, 2025 recognizing the SARIO and Claims Process Order, respectively.

7. At a hearing on October 3, 2025, the Court issued a Stay Extension Order, among other things, extending the Stay Period from October 3, 2025 to and including November 21, 2025.

8. At a hearing on November 20, 2025 (the "**November 20th Hearing**"), the Court issued a Stay Extension and Financing Approval Order, among other things, (a) approving and authorizing the Company to enter into an agreement in connection with financing its insurance premiums and granting relief related thereto, and (b) further extending the Stay Period from November 21, 2025 to and including February 2, 2026.

9. At the November 20th Hearing, the Petitioners advised that they were in the process of finalizing a plan of compromise and arrangement and would be returning to Court in short order to seek relief that would permit such plan to be presented to creditors for consideration at a meeting of creditors intended to be held this calendar year. On November 24, 2025, the Petitioners filed a motion returnable on November 28, 2025 seeking to file a consolidated plan of compromise and arrangement substantially in the form attached to the Petitioners' application record (the "**Plan**"), and seeking authorization to call and conduct a meeting of creditors to consider and vote on the Plan, as more fully described in this report.

10. The principal purpose of these CCAA proceedings is to create a stabilized environment to enable the Company to develop and implement a comprehensive restructuring of the business with a view to emerging as a going-concern.

1.1 Purposes of this Report

1. The purposes of this report (the "**Fifth Report**") are to:

   a) provide background information regarding the Company and these proceedings;

   b) provide information regarding the administration of the Claims Process;

   c) provide information regarding the Plan;

   d) provide information regarding the Company's proposed order in the form attached to the Petitioners' Application Record dated November 24, 2025 (the "**Meeting Order**"), which, among other things:

      i. accepts the filing of the Plan;

      ii. authorizes the Petitioners to establish one class of Affected Creditors (as defined below) for purposes of considering and voting on the Plan;

      iii. authorizes the Petitioners to call, hold and conduct a meeting of the Affected Creditors (the "**Meeting**"), to be held virtually, to consider and vote on a resolution to approve the Plan, and approves the procedures to be followed with respect to the Meeting; and

      iv. sets the date for the hearing of the Petitioners' application seeking sanction of the Plan should the Plan be approved by a majority in number of Affected Creditors representing two-thirds in dollar value of all voting claims (the "**Required Majority**") present in person or by proxy at the Meeting;

e) discuss the Company's go-forward business plan should the Plan be implemented in accordance with its terms;

f) compare the estimated recoveries to the Company's arm's-length proven unsecured creditors ("**Affected Creditors**") holding Affected Claims (as defined in the Plan and discussed in Section 4.3 below) under the Plan to their estimated recoveries if the Company's assets were instead to be liquidated;

g) discuss the reasons why the Monitor recommends that Affected Creditors vote to accept the Plan;

h) discuss the next steps in these proceedings if the Required Majority of Affected Creditors vote to accept the Plan;

i) discuss the terms of a fee letter dated November 24, 2025 between Hilco (as defined below) and Oak Corp (the "**Fee Letter**") for the payment of a facility fee in the amount of $210,000 (the "**Facility Fee**") in connection with the exit financing to be provided by Hilco;

j) provide information regarding a proposed order substantially in the form attached to the Petitioners' Application Record (the "**Ancillary Order**"), among other things, approving the Fee Letter and authorizing Oak Corp's payment of the Facility Fee contemplated thereunder; and

k) provide the Monitor's conclusions and recommendations in connection with the foregoing.

1.2 Restrictions

1. In preparing this Fifth Report, the Monitor has relied upon the Company's unaudited financial information, financial forecasts, books and records, information available in the public domain and discussions with the Company's management.

2. The Monitor has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied on to prepare this Fifth Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor 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 should perform its own diligence.

3. KSV expresses no opinion or other form of assurance with respect to the financial information presented in this Fifth Report or relied upon by KSV in preparing this Fifth Report. Any party wishing to place reliance on the financial information is required to perform its own due diligence and perform such additional investigations as it requires. KSV makes no representation or warranty as to the accuracy, completeness or fitness for purpose of the financial and other information presented herein.

4. Future oriented financial information relied upon in this Fifth Report is based upon the Company's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

5. This Fifth Report should be read in conjunction with the Affidavit of Min Kang, CEO of the Company, in support of the Meeting Order and Ancillary Order, affirmed November 24, 2025 (the **"Eighth Affidavit**").

1.3 Currency

1. All currency references in this Fifth Report are in Canadian dollars, unless otherwise noted.

2.0 Background and Update

1. The Petitioners are a Canadian-based specialty retailer operating on a consolidated basis and offering a broad range of fashion apparel, accessories, jewelry, and homeware under the "Oak + Fort" brand through its e-commerce website and retail stores across Canada and the United States.

2. The Affidavits of Min Kang affirmed June 6, 2025 and June 12, 2025 (linked here and here) provide, among other things, background information concerning the Company's business, including reasons for the commencement of these CCAA proceedings. That information is not repeated in this Fifth Report.

2.1 Company's Restructuring Initiatives

1. Since the commencement of the CCAA proceedings, the Company has continued to evaluate its business operations and retail footprint in an effort to right-size its operations, turn around its business, and optimize its long-term business strategy. The Company, with the assistance of the Monitor, where applicable, has focused on addressing key issues it believed were necessary to achieve a successful restructuring with a view to presenting a comprehensive plan that would permit it to emerge from these proceedings as a going concern, including:

    a) performing a detailed retail location profitability analysis resulting in the decision to exit two of its retail locations in Canada and six in the United States resulting in approximately $2 million in annualized rent savings;

    b) negotiating several lease amending agreements to obtain more favourable terms;

    c) issuing five notices of disclaimer in respect of other equipment and service contracts;

    d) reducing headcount from approximately 465 employees at the commencement of the CCAA proceedings to approximately 409 employees[1] as at the date of this Fifth Report;

    e) administering the Court approved Claims Procedure, with the assistance of the Monitor, in order to determine the quantum of the claims against the Company and its directors and officers;

[1] This number excludes any casual/seasonal employees that are hired for the holiday season.

f) communicating with key landlords and inventory suppliers to secure their continued support post-emergence, should the Plan be accepted and implemented;

g) negotiating post-emergence payment arrangements with existing secured creditors, should the Plan be accepted and implemented;

h) searching for sources of "exit" financing to support post-emergence working capital needs and subsequently negotiating the same with HUK 165 Limited (**"Hilco"**), as described further below; and

i) identifying and securing sources of equity investments, including to fund distributions to Affected Creditors under the Plan. The Company has secured approximately $4 million of equity subscriptions (inclusive of the conversion of certain portions of the Interim Facility into equity) which are to be implemented should the Plan be accepted and implemented, as described further below.

2. As a result of the restructuring initiatives undertaken by the Company, including those described above, the Company's emergence model demonstrates that, if the Plan is approved and implemented, the Company will exit these CCAA proceedings as a viable going concern, supported by improved operational cash flows and a strengthened balance sheet.

2.2 Debt and Equity Financing

1. Since the granting of the SARIO, the Company has, with the assistance of its financial advisor, advanced its restructuring strategy by preparing and distributing comprehensive investment solicitation packages, including pitch decks, financial models and data rooms, to enable potential lenders and investors to conduct thorough due diligence.

2. As described in greater detail in the Eighth Affidavit, the Company has received commitments for:

a) equity financing in the aggregate amount of approximately $4 million, which includes (i) the conversion of approximately $1.7 million of the $2.5 million principal amount advanced under the Interim Facility (together with all accrued interest costs and other amounts owing thereunder) into equity, and (ii) $2.3 million of fresh capital, to be used to, among other things, satisfy the proposed payments to Affected Creditors under the Plan; and

b) debt financing from Hilco in the form of an asset-based working capital facility in the authorized amount of not less than $7 million, to be used as exit financing to support the operational needs of the Company following Plan implementation. As of the date of this Fifth Report, the Monitor understands that certain security-related conditions precedent to the Hilco facility remain subject to execution, including, intercreditor agreements with the Petitioners' existing secured creditors, support agreements with the parties funding the equity financing and landlord waivers.

3. The Hilco financing includes a requirement for Oak Corp. to pay a Facility Fee in the amount of $210,000, for which approval is sought in the Ancillary Order. Under the terms of the Fee Letter, the Facility Fee must be paid on the date the Court approves the payment of the Facility Fee. The terms of the Facility Fee as well as the Monitor's recommendation in support of the Ancillary Order are discussed in Section 7 below.

4. As of the date of this Fifth Report, the Monitor understands that the Company has substantially completed negotiating the principal commercial terms relating to both the debt and equity financings. The Monitor understands that the Petitioners are in the process of finalizing the remaining definitive documents relating to both the debt and equity financings, including the documents related to the security requirements of the debt financing.

5. Court materials filed in these proceedings, including the various affidavits sworn by Min Kang, including the Eighth Affidavit, the Monitor's reports, as well as materials filed in connection with the Chapter 15 Proceedings are available on the Monitor's website (the "**Case Website**") at the following link: https://www.ksvadvisory.com/experience/case/oakandfort.

3.0 Claims Process[2]

1. The Claims Process was described and addressed in the Supplement to the Second Report of the Monitor dated July 3, 2025, and, that information is not repeated in this Fifth Report.

2. In accordance with the Claims Process Order, the Monitor:

   a) assisted the Petitioners in compiling a list of known Claimants from their books and records;

   b) worked with the Petitioners to send, on or around July 11, 2025, a Claims Package to all known Claimants;

   c) worked with the Petitioners to send an Employee Claims Package to all Terminated Employees;

   d) worked with the Petitioners to send a Claims Package to all parties that may have a Restructuring Claim, as needed;

   e) arranged for a notice to be published on July 11 and 14, 2025 in *The Globe and Mail* (National Edition);

   f) posted the Claims Package on the Monitor's Case Website; and

   g) logged Proof of Claim Forms upon receipt.

[2] Capitalized terms in this section of the Fifth Report and not otherwise defined have the meanings provided to them in the Claims Process Order.

3. In the Monitor's Third Report to Court dated September 29, 2025 (the "**Third Report**"), the Monitor advised that the administration of the Claims Process was ongoing, however, certain of the administration activities necessary to advance the Claims Process had been paused pending further advancement of the Petitioners' restructuring plan.

4. Since the Third Report, the Monitor, in consultation with the Petitioners, has continued to advance the Claims Process such that it is now substantially complete, with the exception of two Restructuring Claims that remain pending determination as of the date of this Fifth Report, as discussed further below. **3.1 Proofs of Claim**

5. The following table summarizes the proven claims of Affected Creditors filed in the Claims Procedure (collectively, the **"Accepted Claims**").

Creditor	Number of Claims	Amount ($000s)
Pre-filing Claims	61	15,046
Restructuring Claims	3	2,110
Termination Claims	17	26
Total	81	17,182

6. The Accepted Claims include Restructuring Claims filed by Simon Property Group ("**Simon**"), which were filed subsequent to the applicable Restructuring Claims Bar Date. The Monitor and the Petitioners reviewed these late-filed claims and determined that there is a valid legal basis for these claims. Following discussions among the Petitioners, Simon, and the Monitor, the quantum of these Restructuring Claims were resolved at lower amounts on a consensual basis, and the Monitor and Petitioners consented to the filing of these claims in accordance with paragraph 31 of the Claims Process Order.

7. In reaching the determination to accept the filing of Simon's Restructuring Claims, the Monitor considered the following factors:

   a) Simon had timely filed proofs of claim asserting pre-filing claims in respect of the two properties that were also the subject of the Restructuring Claims;

   b) there is a valid legal basis for the Restructuring Claims asserted by Simon, and the revised accepted claim amounts accord with applicable legal principles;

   c) although the Restructuring Claims were filed subsequent to the applicable Restructuring Claims Bar Date, this appears to have occurred due to genuine inadvertence. Since the Restructuring Claims were filed, Simon has worked diligently and in good faith with the Petitioners and the Monitor to reach a consensual resolution; and

   d) due to the structure of the Plan, the acceptance of Simon's Restructuring Claims does not prejudice or impact the Claims or distributions of any creditors under the Plan.

8. In addition to the Accepted Claims:

   e) two landlords have filed Restructuring Claims in the aggregate amount of approximately $11 million, which are still pending determination (the "**Unresolved Restructuring Claims"**). The Monitor and Petitioners are of the view that these claim amounts should be reduced to account for the landlords' duty to mitigate in accordance with applicable legal principles. The Petitioners are actively engaging with these landlords and have agreed on terms in respect of a consensual resolution, which the parties are in the process of documenting and the Petitioners expect will be completed prior to the Meeting that will significantly reduce the quantum of the **Unresolved Restructuring Claims**, such that the Monitor can accept them as proven claims. If a consensual resolution is not reached in the coming days, the Monitor expects that it will formally dispute these claims by issuing Notices of Revision or Disallowance as prescribed under the Claims Process;

   f) pursuant to the Claims Process Order, employee claims were to be addressed using a "negative response" mechanism, whereby the claims of Terminated Employees were calculated by the Petitioners based on their books and records and were sent to each Terminated Employee, who was able to dispute the claim if it disagreed with the Petitioners' calculation. As at the date of this Fifth Report, the Monitor has received one Terminated Employee Notice of Dispute, and has accepted such Terminated Employee's claim amount set out in the Terminated Employee Notice of Dispute as an Accepted Claim;

   g) certain of the Company's landlords have asserted that the Company has not paid amounts due in respect of the period subsequent to the Filing Date in accordance with applicable leases and related agreements reached during the pre-filing period. These landlords have filed Unaffected Claims in the aggregate amount of approximately $1.5 million with respect to the post-filing payments that they assert are still owing, which are to be treated as Post-Filing Ordinary Course Payables Claims under the Plan, if implemented. The Petitioners and the landlords, with the assistance of the Monitor, have agreed on terms in respect of a consensual resolution, which the parties are in the process of documenting and the Petitioners expect will be completed prior to the Meeting;

   h) three creditors, being the Company's known pre-filing secured lenders, have submitted Secured Claims totaling approximately $2.85 million; and

   i) no D&O Claims have been filed.

4.0 The Plan

1. Sections 4 and 5 of this Fifth Report provide summaries of the Plan and the Meeting Order but do not address each and every provision of the Plan and the Meeting Order. Readers are cautioned that the commentary below is an overview only, and, as such, interested parties should review the Plan and the Meeting Order in their entirety. In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Fifth Report and the Plan or the Meeting Order, the provisions of the Plan or the Meeting Order, as applicable, will govern. Copies of the Plan and the Meeting Order will be made available on the Case Website.

2. Capitalized terms in Sections 4 and 5 below that are not otherwise defined in this Fifth Report have the meanings provided to them in the Plan or the Meeting Order, as applicable.

4.1 Overview

1. The Plan was developed by the Petitioners and their counsel, in consultation with the Monitor and its counsel, and reflects the financing that the Petitioners have been able to raise for creditor distributions and their go-forward operations. If approved, the Plan will provide for a payment to each Affected Creditor in an amount equivalent to four percent (4%) of their Accepted Claim.

4.2 Purposes of the Plan

1. The Plan is presented with the expectation that Persons who have an economic interest in the Company will derive greater benefit from the implementation of the Plan than they would from a forced liquidation of the Company's assets and shut down of the business. As discussed in Section 6.1 below, the Plan provides Affected Creditors with a recovery that is greater than the estimated recovery in a liquidation scenario.

2. If approved, sanctioned and implemented, the Plan is intended to:

   a) facilitate a restructuring of the Company by implementing the Restructuring Transactions, which include the issuance of the New Shares by Oak Corp to the New Equity Holders on account of the equity financing in the aggregate sum of not less than $4 million;

   b) provide for a settlement and payment of all Affected Claims through distributions from the Cash Pool;

   c) effect a compromise, settlement and payment of all Accepted Claims;

   d) grant releases in favour of the Released Parties in respect of Released Matters;

   e) effect the release, discharge and extinguishment of the CCAA Charges, except for the Administration Charge; and

   f) enable the Company and its business to continue to operate as a going concern from and after the Effective Date, being the date on which the Plan is implemented.

4.3 Terms and Conditions of the Plan

1. The following section provides an overview of the key aspects of the Plan.

   a) **Classification of Creditors:** the Plan has a single class of creditors for the purpose of considering and voting on the Plan, being the "Unsecured Creditor Class" comprised of the Affected Creditors, other than Crown Priority Claims. Affected Creditors will be able to consider and vote on the Plan at the Meeting to be held virtually on December 19, 2025, at a link to be provided to duly-registered Affected Creditors in accordance with the Meeting Order.

b) **Persons Affected:** the Plan provides for a compromise, settlement and/or payment over time, as the case may be, of the Affected Claims. The Plan does not affect the Claims of Unaffected Creditors with respect to and to the extent of their Unaffected Claims. An Unaffected Claim means any right or Claim that would otherwise be a Claim that is:

i. a Claim secured by the CCAA Charges, being the Administration Charge, Directors' Charge, Intercompany Charge and the Interim Lender's Charge;

ii. a Post-Filing Ordinary Course Payables Claim;[3]

iii. Claims in respect of any payments referred to in subsections 6(3), 6(5) and 6(6) of the CCAA;

iv. an Equity Claim;

v. a Secured Claim; and

vi. a Claim of the type enumerated in Sections 5.1(2) and 19(2) of the CCAA.[4]

c) **Establishment of the Cash Pool:** on or before the date of Plan implementation (being the Effective Date), the Company will transfer to the Monitor, in trust, amounts necessary to establish the Cash Pool, which shall be used to pay or satisfy:

i. the amount required to establish the Unsecured Creditor Cash Fund, which will be used to fund the payment to Affected Creditors in an amount equivalent to four percent (4%) of their Accepted Claims;

ii. the Administrative Costs Reserve ($350,000);

iii. the Disputed Claims Reserve (as discussed below), if necessary;

iv. the amount required to satisfy the CCAA Charges as of the Effective Date; and

v. the amount required to satisfy the payment in full of the Crown Priority Claims, if any. As of the date of this Fifth Report, the Monitor is not aware of any Crown Priority Claims.

In the event that excess funds remain in the Cash Pool after the payment of all amounts required under the Plan, the Monitor shall return such excess funds to the Company.

[3] As defined in the Plan, a Post-Filing Ordinary Course Payables Claim means post-Filing Date payables that were incurred by the Company (a) after the Filing Date and before the Effective Date, (b) in the ordinary course of business, and (c) in compliance with the Initial Order and other Orders issued in connection with the CCAA Proceedings.

[4] Refers to claims that: (a) relate to contractual rights of one or more creditors; (b) claims based on allegations of misrepresentations made by directors to creditors or of wrongful or oppressive conduct by directors; (c) arose by virtue of a fine, penalty, restitution order, damages by a court in civil proceedings in respect of bodily harm intentionally inflicted, sexual assault or wrongful death, fraud, embezzlement, misappropriation, defalcation or interest on any of the foregoing.

d) **Creation of the Disputed Claims Reserve:** the Plan includes provisions addressing Disputed Claims, including the establishment of a Disputed Claims Reserve, if necessary. On or before the Effective Date, the Company shall transfer to the Monitor an amount necessary to establish the Disputed Claims Reserve, being an amount equal to four percent (4%) of the aggregate face value of Disputed Claims as filed. The amounts in the Disputed Claims Reserve shall either be paid to creditors having Disputed Claims, once all or a portion of such claims are determined to be Accepted Claims, or returned back to the Company if any residual amounts remain following all payments in respect of Disputed Claims have been administered. As of the date of this Fifth Report, the only claims that may be subject to disputes are the Unresolved Restructuring Claims discussed in Section 3.1(4)(a) above. Notwithstanding these provisions in the Plan, based on discussions with the Company and its advisors and representatives of the applicable Creditors, the Monitor expects that consensual resolutions of the Unresolved Restructuring Claims will be finalized prior to the Meeting such that a Disputed Claims Reserve may not be required.

e) **Distribution to the Unsecured Creditor Class:** on the Distribution Date, which is to be a date not more than ten (10) Business Days after the Effective Date, each Affected Creditor with an Accepted Claim, will receive a cash distribution from the Unsecured Creditor Cash Fund in the amount of four percent (4%) of its Accepted Claim, in full and final satisfaction of such Affected Claim.

Cash Distributions shall be made by the Monitor on behalf of the Company by cheque sent via regular mail, or by electronic fund transfer or international wire, to such Creditor to the address indicated on the Affected Creditor's Proof of Claim, or such other address as the Creditor may from time to time notify the Monitor in writing in accordance with the Plan or to such other address of such Creditor as the Monitor may have acquired.

f) **Other Features of the Plan:**

i. **Releases:** as detailed in Section 10.4 of the Plan, the Plan contemplates releases of all Claims (other than obligations created under the Plan) against: (a) the Company, the Directors, the Officers, any current or former alleged fiduciary of the Company and the Company's affiliates, representatives, employees or agents (b) the Monitor and its respective current and former legal counsel, affiliates, directors, officers, member companies, related companies, administrators, employees, and agents, (c) the legal and financial advisors to the Company and their respective partners, representatives, employees or agents and (d) the CRO (as defined in the Initial Order).

ii. **Amendments to the Plan Prior to Approval:** The Company, in consultation with the Monitor, can vary, modify amend or supplement the Plan by way of a supplementary and/or amended and restated plan or plans of compromise and arrangement at any time or from time to time prior to the commencement of the Meeting. Any such variation, modification, amendment or supplement shall be posted on the Case Website and filed with the Court. The Company, in consultation with the Monitor, may propose a variation or modification of, or amendment or supplement to, the Plan during the Meeting, provided that notice of such variation, modification, amendment or supplement is given to all Creditors

entitled to vote present in person or by proxy at the applicable Meeting prior to the vote being taken at such Meeting.

iii. **Approval:** if the Plan is accepted by the Required Majority of the Affected Creditors at the Meeting, the Petitioners shall apply for the Sanction Order. Pursuant to the Meeting Order, the Petitioners are seeking to schedule a hearing on January 7, 2026 (subject to Court availability) to seek the Sanction Order.

iv. **Amendments to the Plan Following Approval:** After the Meeting (and both prior to and subsequent to obtaining the Sanction Order), the Company, in consultation with the Monitor, may at any time and from time to time vary, amend, modify or supplement the Plan without the need for obtaining an Order or providing notice to the Creditors, if the Company, acting reasonably and in good faith and with the consent of the Monitor, determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of any of the Creditors under the Plan or is necessary in order to give effect to the substance of the Plan or the Sanction Order. Any other amendments may only be made pursuant to further Order of the Court.

g) **Conditions Precedent:** implementation of the Plan is subject to the following material conditions (as further detailed in Section 8.2 of the Plan):

i. the Plan shall have been accepted by the Required Majority of the Affected Creditors present and voting in person or by proxy at the Meeting;

ii. the Sanction Order shall have been granted by the Court;

iii. the Recognition Order shall have been granted by the U.S. Court;

iv. Oak Corp and Hilco shall have entered into definitive agreements under which Hilco shall provide Oak Corp with debt financing in an authorized amount of not less than $7 million, and any conditions precedent to the financing shall have been satisfied and/or waived such that the contemplated financing shall be releasable to Oak Corp, in accordance with the terms of the applicable agreements, as of the Effective Date;

v. Oak Corp and each of the New Equity Holders shall have entered into definitive agreements under which the New Equity Holders shall subscribe for the New Shares for consideration in the aggregate sum of not less than $4 million (plus accrued interest and costs thereon with respect to those portions of equity investment which have been converted from the Interim Facility), and shall have paid the sum of $2.3 million, in trust, to the Monitor, releasable as of the Effective Date; and

vi. on the Effective Date:

A. the amounts secured by the Interim Lender's Charge shall be fully repaid or otherwise settled, including in accordance with the conversion into equity of $1.7 million of the $2.5 million principal amount advanced under the Interim Facility;

B. the amounts secured by the Administration Charge shall be paid in full; and

C. the Monitor shall have received from the Company the funds necessary to establish the Cash Pool in accordance with the Plan.

If the conditions to the Plan have not been satisfied by February 2, 2026, (or such later date as the Company and the Monitor agree) being the Plan Outside Date, the Plan will automatically terminate, in which case the Company will not be under any further obligation to implement the Plan.

4.4 No Alternative Restructuring Path

1. The Plan represents the sole opportunity for a successful going concern restructuring outcome for the Company and is the culmination of extensive negotiations with a number of key stakeholders. During the course of these CCAA proceedings, the Company and its advisors, in consultation with the Monitor, considered a number of potential restructuring alternatives and determined that pursuing a plan of compromise and arrangement would optimize its prospects for a successful going concern restructuring. At this time, the Company does not have sufficient liquidity to pursue any alternative restructuring transaction, or undertake any general solicitation process for a sale of its assets and operations. The Monitor is not aware of any party willing to provide incremental financing that would be necessary to explore an alternative restructuring path, and it is not certain that the DIP Lenders would be amenable to postponing their security in favour of any such additional financing, even if it were available. The Monitor did not receive any outreach from any party during the course of these CCAA Proceedings expressing an interest in exploring or funding any alternative restructuring or purchase transaction in respect of the Company's business.

2. Accordingly, for the foregoing reasons, in addition to resulting in a better outcome for the Company's stakeholders as compared to a liquidation, the Plan represents the sole restructuring path for the Company that will allow it to continue operating as a going concern. If the Plan is not implemented, a termination of operations and liquidation of the Company's assets is the only known alternative.

5.0 Meeting

5.1 Terms and Conditions of the Meeting Order

1. The proposed Meeting Order provides that the Meeting be convened virtually at 10:00 a.m. (Vancouver time) on December 19, 2025 for the purpose of considering and voting on a resolution to accept the Plan.

2. A summary of the key provisions of the proposed Meeting Order is provided in the following sections of this Fifth Report.

5.2 Notice to Creditors

1. As soon as practicable after the granting of the Meeting Order, and in any event within three (3) Business Days following the granting of the Meeting Order, the Monitor shall publish the following documents on the Case Website:

a) the Plan;

b) the Meeting Order;

c) the Notice of Meeting to Affected Creditors substantially in the form attached as Schedule "F" to the Meeting Order;

d) the Electronic Meeting Protocol substantially in the form attached as Schedule "D" to the Meeting Order; and

e) a blank form of proxy substantially in the form attached as Schedule "C" to the Meeting Order, to be submitted to the Monitor by any Unsecured Creditor who wishes to vote at the Meeting, whether in person or by proxy.

(subparagraphs (a) to (e), collectively, the "**Meeting Materials**").

2. The Monitor shall also, within three (3) Business Days following the granting of the Meeting Order, send the Meeting Materials by prepaid ordinary mail, courier, personal delivery or email to each Unsecured Creditor, at the address/email address set out in such Unsecured Creditor's Proof of Claim form. The Monitor will also include a copy of this Fifth Report which deals with the assessment of the Plan.

3. The Monitor will also arrange for a notice of the Meeting to be published once in *The Globe and Mail* (National Edition) as soon as practicable following the issuance of the Meeting Order, to be substantially in the form attached as Schedule "E" to the Meeting Order.

5.3 Conduct and Voting at the Meeting

1. The Monitor will Chair the Meeting and, subject to the Meeting Order and any further order of this Court, shall, in consultation with the Petitioners, decide all matters relating to the conduct of the Meeting.

2. The Meeting will be conducted virtually in accordance with the Electronic Meeting Protocol, which is attached as Schedule "D" to the Meeting Order and will be made available on the Case Website (the "**Electronic Meeting Protocol**").

3. The only persons entitled to attend the Meeting are: Affected Creditors or their Proxies who have duly registered in accordance with the Electronic Meeting Protocol; representatives of the Company; representatives of the Monitor; the Chair, the scrutineers and the secretary; any other person invited to attend by the Chair; the New Equity Holders; and legal counsel to any person entitled to attend the Meeting.

4. Affected Creditors who would like to attend the Meeting are required to notify the Monitor by email at oakandfort@ksvadvisory.com by 8:00 a.m. (Vancouver time) on December 17, 2025, being the date that is two (2) Business Days prior to the Meeting. The Monitor will provide each Affected Creditor who has notified the Monitor that it will attend the Meeting with credentials to enter the Meeting by electronic means by no later than 5:00 p.m. (Vancouver time) on December 18, 2025. For greater certainty, as provided by the Meeting Order, Affected Creditors that do not notify the Monitor that they will attend the Meeting will not be provided with the meeting credentials and will not be able to attend the Meeting in person or by proxy.

5. At the Meeting, the Chair shall, in consultation with the Petitioners, direct the vote with respect to the resolution and any amendments, variations or supplements to the Plan, the Meeting Order and any other resolutions as the Chair, in consultation with the Petitioners, may consider appropriate.

6. As part of the Meeting, the Chair is required to direct a vote on the resolution to approve the Plan. Each Affected Creditor with an Accepted Claim will be entitled to one vote equal to the dollar value of its Affected Claim as at the Filing Date and can either vote for or against the Plan. The only Persons entitled to vote at the Meeting are Affected Creditors with Voting Claims or their proxyholders.

7. If an Affected Creditor does not wish to, or is not able to, attend the Meeting, the Affected Creditor can appoint a Proxy holder to attend the meeting and vote on its behalf by submitting a Proxy. In order for a Proxy vote to be counted at the Meeting, it must be received by no later than 8:00 a.m. (Vancouver time) on December 18, 2025, being the date that is one (1) Business Day prior to the Meeting, provided that the Monitor may waive strict compliance with the time limits imposed for receipt of a Proxy if deemed advisable to do so by the Monitor, in consultation with the Petitioners. In the absence of instructions to vote for or against the approval of the Plan on the proxy form, the Proxy shall be deemed to approve the Plan, provided the Proxy holder does not otherwise exercise its right to vote at the Meeting. An Affected Creditor that is not an individual (e.g. a company) may only attend and vote at the Meeting if it has appointed a Proxy to attend and act on its behalf at the Meeting.

5.4 Sanction Hearing

1. If the Plan is accepted by the Required Majority of Affected Creditors, the Meeting Order authorizes the Petitioners to bring an application at a hearing to be scheduled for January 7, 2026 (the "**Sanction Hearing**") (subject to Court availability) seeking the issuance of an order that would, among other things, approve and sanction the Plan (the "**Sanction Order**"). The Monitor shall, within two (2) Business Days following the Meeting, file a Report with the Court with respect to the results of the votes at the Meeting, including whether the Plan has been accepted by the Required Majority. A copy of the Monitor's report regarding the votes at the Meeting shall be posted on the Case Website prior to the Sanction Hearing.

2. The Meeting Order provides that, any party who wishes to oppose the final sanctioning of the Plan must serve counsel to the Petitioners and the Monitor, and upon the Persons listed on the Service List and file with the Court, a copy of the materials to be relied upon to oppose the application for sanction of the Plan, setting out the basis for such opposition before 4:00 p.m. (Vancouver time) on January 2, 2026.

5.5 Monitor's Recommendation Regarding the Meeting Order

1. The Monitor recommends that the Court issue the Meeting Order as it provides Affected Creditors with reasonable and sufficient notice of the Meeting and the information they require to consider and vote on the Plan.

2. The Monitor and the Petitioners considered whether a virtual meeting is appropriate. Given that creditors are located across Canada and in the U.S., the Monitor and the Petitioners are of the view that conducting the Meeting virtually in accordance with the Electronic Meeting Protocol provides the greatest opportunity for Affected Creditors to participate in these proceedings and to vote on the Plan.

3. The Meeting Order provides for the filing of the Plan by the Petitioners. The Meeting Order contemplates substantially similar procedures to those the Court has previously approved in other cases. The Meeting Order is fair, reasonable, and appropriate in the circumstances, and in the Monitor's view, its issuance is necessary to allow the restructuring to proceed without delay.

6.0 Monitor's Assessment of the Plan

1. Should the Court grant the proposed Meeting Order at the November 28, 2025 hearing, the Meeting to vote on the Plan will be convened virtually at 10:00 a.m. (Vancouver time) on December 19, 2025.

2. **The Monitor recommends that Affected Creditors vote to accept the Plan.**

3. The Monitor's recommendation is based on the following:

   a) the Plan provides recoveries for Affected Creditors of four percent (4%) of their Accepted Claims, offering certainty both in timing and amount. The alternative to the Plan is a forced liquidation of the assets of the Company, under which the likely recoveries are estimated to range between virtually nil (less than 1%) to two percent (2%) with the maximum recovery being approximately seven percent (7%). While the upper end of this range is higher than the proposed distribution under the Plan, achieving such a result is highly unlikely due to several factors, including:

      - uncertain valuations of the Company's assets;
      - significant costs of liquidation;
      - an extended timeline and market uncertainty inherent in liquidation scenarios; and
      - the expected increase in total unsecured claims that would result from the discontinuation of the Company's business, including the Restructuring Claims that would result from the Company having to disclaim all of its leases and other contracts.

      Accordingly, recoveries in a forced liquidation are likely to fall in the range between virtually nil (less than 1%) to two percent (2%). Therefore, the Plan offers creditors a prompt, certain recovery without the risks and delays associated with liquidation; and

   b) the Plan delivers not only a certain recovery for Affected Creditors but also provides stability for those Affected Creditors that have ongoing relationships with the Company. Beyond the contemplated distribution discussed above, the Plan ensures the preservation of the Company's ongoing business for its customers, continuity of relationships with existing suppliers and landlords and continued employment for the majority of its workforce. These outcomes would be lost in a liquidation scenario, which would result in a termination of ongoing supply relationships, vacancies in the Company's 34 retail locations and a termination of the Company's workforce, which would further compound the economic losses suffered by these parties due to lost revenue streams, vacancy costs and further disruption to their own operations.

4. For the above noted reasons, the Monitor is of the view that the Plan offers greater economic benefits, certainty and stability for Affected Creditors than the uncertain and value-destructive alternative of a forced liquidation.

6.1 Liquidation Analysis

1. The Monitor prepared a liquidation analysis of the Company's business and assets, assuming an orderly wind-down of the Company's operations beginning on December 22, 2025, the first business day following the Meeting. A summary of the net book value[5] and estimated realizable value of the Company's assets in a liquidation is included in the table below:

($000s)			As at December 21, 2025 Estimated Realization	
Description	**Notes**	**Net Book Value**	**Low**	**High**
Cash	2(a)	5,219	5,219	5,219
Inventory	2(b)	8,885	4,767	5,581
Total Assets		**14,104**	**9,986**	**10,800**
Less: Liabilities that rank (or may rank) ahead of the secured creditors	2(c)		(3,313)	(2,663)
Estimated Funds Available for Distribution to Secured Creditors			**6,673**	**8,137**
Secured Creditor Repayment				
Interim Facility repayment	2(d)		(2,735)	(2,735)
Secured Claims	2(e)		(2,855)	(2,855)
Estimated Funds Available for Distribution to Unsecured Creditors			**1,083**	**2,547**
Total unsecured claims, as filed	2(f)		38,366	38,366
Estimated Distribution to Unsecured Creditors (before additional claims expected in a liquidation)			**3¢**	**7¢**
Estimated additional unsecured claims in a liquidation	2(g)		90,000	90,000
Total projected unsecured claims			127,219	127,219
Estimated Distribution per Unsecured Creditors (including estimated additional claims in a liquidation)			**<1¢**	**2¢**

[5] The projected net book value of the Company's assets as at December 21, 2025 is based on the Company's cash flow forecast (the "**Cash Flow Forecast**"), a copy of which was included in the Monitor's Fourth Report to Court dated November 17, 2025.

2. The following notes correspond to the references in the above table:

   a) reflects the projected cash balance as at December 21, 2025, pursuant to the Cash Flow Forecast;

   b) inventory realization estimates have been determined using the inventory appraisal prepared by Tiger Capital Group, LLC ("**Tiger**"), dated May 13, 2025. The Net Orderly Liquidation Value ("**NOLV**") percentages applied in calculating the low- and high-case inventory realization amounts are based on the NOLV ranges set out in the Tiger appraisal report;

   c) liabilities ranking (or potentially ranking) ahead of the secured creditors include:

      - accrued vacation pay owing to the Company's employees, which amount is secured by the Directors' Charge (as defined in the SARIO), and would be payable upon termination of the Company's employees in a liquidation;

      - professional fees which would be required to facilitate the liquidation on an orderly basis and close out the insolvency proceedings, including those that are covered under the Administration Charge;

      - an estimate and contingency for expenses and costs of a liquidation and wind-down that are not otherwise captured in the NOLV percentages.

   d) represents a repayment of the Interim Facility in the amount of $2.5 million plus all fees and interest owing thereon;

   e) represents repayment to the Company's existing secured creditors in the amounts pursuant to their Secured Claims filed in the Claims Process, excluding any additional post-filing interest or fees;

   f) reflects the aggregate Unsecured Creditor Claims filed. Certain claims were consensually reduced pursuant to settlements and are therefore reflected as a reduced amount in the Accepted Claims table provided in Section 3.1(1) of this Fifth Report; however, these settlements are conditional upon the implementation of the Plan. In a liquidation, certain of the Accepted Claims would become Disputed Claims and return to their originally filed amounts; and

   g) represents an estimate of incremental unsecured claims that would be expected to arise in a liquidation scenario, including: (i) restructuring/termination-based claims from approximately 34 additional landlords, estimated in an amount based on the lease payments owing under their respective remaining lease terms; (ii) outstanding gift card liabilities which would give rise to claims from customers; and (iii) estimated termination and severance claims from the Company's employees. The Monitor notes that actual incremental claims may vary materially and that additional professional fees associated with adjudicating such claims would further erode recoveries.

3. As reflected in the table above, the estimated recoveries to unsecured creditors in a liquidation scenario would likely range from virtually nil (less than 1%) to 2%.

4. **For these reasons, the Monitor is of the view that a forced liquidation of the Company's assets is likely to produce less favourable recoveries for Affected Creditors than the 4% recoveries provided for in the Plan.**

6.2 Recommendation to Affected Creditors

1. The Monitor recommends Affected Creditors vote in favour of the Plan for the following reasons:

   a) the proposed distribution under the Plan provides Affected Creditors with certainty of a cash distribution resulting in recoveries of 4% under a prescribed timeline – this amount is greater than the distribution Affected Creditors are likely to receive in a liquidation, which distribution amount and timing is highly uncertain;

   b) the Plan preserves ongoing commercial relationships of certain of the Affected Creditors with the Company. A liquidation and cessation of the Company's operations would eliminate these relationships and is expected to further compound losses for these creditors through lost revenue streams, vacancy-related costs, and operational disruption;

   c) the Company has taken significant steps to restructure its business and operations to become a viable going-concern post-emergence, including arranging the equity financing (not less than $4 million) and the Hilco facility (not less than $ 7 million). Subject to the implementation of the Plan, the Company's post-emergence model projects sufficient liquidity to fund ongoing operations and support business growth;

   d) based on the Cash Flow Forecast, the Company's post-emergence model and the incremental liquidity the Company has arranged under its equity and debt financings, the Monitor understands that the proposed distribution to Affected Creditors under the Plan is the maximum amount that the Company can distribute without impacting its post-emergence working capital or impairing its ability to operate viably following implementation of the Plan;

   e) the releases contemplated by the Plan are limited to matters arising in connection with these CCAA proceedings, are consistent with those typically approved in comparable restructuring proceedings, and in the Monitor's view are appropriate and reasonable in the circumstances given the contributions made, and compromises provided, by the Released Parties as part of the restructuring;

   f) the Plan is the result of extensive input from, and negotiations with the Company's significant stakeholders, including pre-filing secured enders, the Interim Lender, landlords, and key suppliers. As indicated in the Eighth Affidavit the Company has had discussions with a broad group of trade creditors, suppliers and landlords and believes the majority of Affected Creditors (both in number and in value) will vote to support the Plan; and

   g) in the Monitor's view, having regard to the Company's financial circumstances, business prospects, and the alternatives available, the Plan is fair and reasonable and is in the best interests of Affected Creditors.

7.0 Hilco Fee Letter

1. The Ancillary Order would, among other things, approve the Fee Letter and authorize Oak Corp's payment of the Facility Fee contemplated thereunder to Hilco in connection with the exit financing to be provided by Hilco. The terms of the Fee Letter require that the Facility Fee is paid on the same date it is approved by the Court. An executed copy of the Fee Letter is attached as **Appendix "A"** to this Fifth Report.

2. Pursuant to the Fee Letter, the Facility Fee is to be applied to fees payable under the exit financing provided by Hilco and the Facility Fee may be returned to the Company in certain circumstances, including if the Company's creditors do not approve the Plan. Under the Ancillary Order, Hilco is directed to return the Facility Fee to the Company if the Facility Fee becomes returnable under the Fee Letter. The Ancillary Order requires that such a return would be completed within five (5) Business Days of the Facility Fee becoming returnable.

3. The Monitor understands that the payment of the Facility Fee is an essential pre-condition to the availability of the debt financing arrangement offered by Hilco. Counsel to the Petitioners, Hilco, and the Monitor have engaged in extensive negotiations regarding the payment of the Facility Fee and the circumstances under which this fee would be refundable to the Company, and the Fee Letter reflects a mutually satisfactory compromise that balances the interests of the parties in the circumstances. In the Monitor's view, the Fee Letter reflects an appropriate allocation of risk between the Company and Hilco having regard to, among other factors, the efforts expended by Hilco in finalizing the debt financing facility and security, and the remaining procedural steps prior to implementation of the Plan.

4. For the foregoing reasons, the Monitor is supportive of the payment of the Facility Fee in the circumstances outlined above and recommends that the Court grant the Ancillary Order.

8.0 Next Steps

1. Should the proposed Meeting Order be granted, the Monitor is required to within two (2) business days following the Meeting (being December 23, 2025), file a report with the Court that includes the result of the votes at the Meeting, including whether the motion to vote on the resolution to approve the Plan has been accepted by the Required Majority of Affected Creditors, and such further and other information as determined by the Monitor to be necessary.

2. If the Plan is accepted by the Required Majority of Affected Creditors, the Meeting Order authorizes the Petitioners to bring an application at the Sanction Hearing seeking the issuance of the Sanction Order that will, among other things, approve and sanction the Plan.

3. If the Sanction Order is granted, a pre-condition to Plan implementation is the U.S. Court granting the Recognition Order, in form acceptable to the Company and the Monitor, which would among other things, recognize the Sanction Order and declare it to be effective in the U.S.

4. The Meeting Order provides that any party who wishes to oppose the final sanctioning of the Plan must serve counsel to the Petitioners and the Monitor, and the Persons listed on the Service List a copy of the materials to be relied upon to oppose the application for sanction of the Plan, setting out the basis for such opposition before 4:00 p.m. (Vancouver time) on January 2, 2026.

5. Provided the Plan is approved by the Court, it will then need to be implemented by the Petitioners in accordance with its terms. It is expected that this will occur before the Plan Outside Date and Affected Creditors would subsequently receive their distributions on the Distribution Date, which is to be a date not more than ten (10) Business Days after the Effective Date (each as defined in the Plan).

9.0 Approval of Monitor's Reports and Activities

1. The Monitor is requesting an order (the "**Monitor's Activity Approval Order")** approving the Monitor's reports filed to-date in these proceedings, including this Fifth Report, and the activities of the Monitor set out therein on the basis that such approval be solely to the benefit of the Monitor. This relief is brought forward at this important juncture of these proceedings to bring this matter before the Court for approval on a timely basis, and the Monitor respectfully recommends that this Honourable Court approve the activities of the Monitor.

10.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the Meeting Order and Ancillary Order sought by the Petitioners and the Monitor's Activity Approval Order sought by the Monitor.

2. Should the Honourable grant the proposed Meeting Order and Ancillary Order, the Monitor respectfully recommends the Affected Creditors vote to accept the Plan.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC.
IN ITS CAPACITY AS MONITOR OF OAK AND FORT CORP., 1282339 B.C. LTD., OAK AND FORT US GROUP, INC., OAK AND FORT ENTERPRISE (U.S.), INC., NYM MERGER HOLDINGS LLC, AND OAK AND FORT CALIFORNIA, LLC
AND NOT IN ITS PERSONAL CAPACITY

Appendix “A”

Dated as of November 24, 2025

CONFIDENTIAL

HUK 165 Limited
84 Grosvenor Street
London, UK W1K 3JZ

Re: **FEE LETTER**

Reference is made to (a) the term sheet dated October 14, 2025 (the "**Term Sheet**") between Hilco Capital (Canada) ULC and Oak and Fort Corp., an Alberta corporation (the "**Borrower**"), (b) the draft proposed working capital facility agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**") by and among the Borrower, and Oak and Fort US Group, Inc., a Nevada corporation, Oak and Fort Enterprise (U.S.), Inc., a Nevada corporation, NYM Merger Holdings, LLC, a New York corporation, Oak and Fort California, LLC, a California corporation, and 1282339 B.C. Ltd., a British Columbia corporation (collectively, the "**Guarantors**" and each a "**Guarantor**") and HUK 165 Limited (the "**Lender**") and (c) the credit facility (the "**Credit Facility**") contemplated therein. Capitalized terms used in this letter agreement (this "**Fee Letter**") but not specifically defined herein shall have the meanings ascribed to them in the Facility Agreement.

A. **Fee.** In connection with the Term Sheet and the Facility Agreement and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Facility Fee.**

(a) The Borrower agrees to pay (in addition to all other fees and charges payable by the Borrower under the Term Sheet, the Facility Agreement and any other Finance Document) to the Lender, for the account of the Lender, a facility fee of CDN$210,000 (the "**Facility Fee**") on the date the CCAA Court approves the payment of the Facility Fee pursuant to the terms of this Fee Letter by wire transfer to the Lender's bank account described on Schedule A hereto.

(b) The Borrower agrees to request that the CCCA Court approve the payment of the Facility Fee pursuant to this Fee Letter at its motion hearing before the CCAA Court on November 28, 2025.

(c) Subject to clause (e) below, the Facility Fee shall be deemed fully earned by the Lender and non-refundable by the Lender (and the property of the Lender) upon the Lender confirming by email to the Borrower by no later than November 28, 2025 of its commitment to fund the Credit Facility (the "**Commitment**"), which Commitment shall be subject to:

(i) there being no Material Adverse Effect as determined by the Lender in its sole discretion, acting reasonably;

(ii) the Borrower and the Guarantors holding a meeting of their unsecured creditors under the CCAA Proceedings to vote on the CCAA Plan of Arrangement on or before December 31, 2025;

(iii) the CCAA Court approving the payment of the Facility Fee pursuant to the terms of this Fee Letter on November 28, 2025; and

(iv) all conditions precedent being satisfied and delivered to the Lender in accordance with the terms and conditions of the Term Sheet and the Facility Agreement on or before February 2, 2026 (the foregoing clauses (i), (ii), (iii) and (iv) being, collectively, the "**Closing Conditions**").

(d) If the Lender determines that any of the Closing Conditions are not, or will not be, satisfied (in its sole discretion, acting reasonably) then the Lender may terminate the Commitment and the Credit Facility in its sole discretion, acting reasonably.

(e) The Facility Fee shall not be subject to refund, rebate or proration for any reason provided that:

(i) in the event that the Credit Facility closes in accordance with the Closing Conditions as determined by the Lender, then the Lender shall apply the Facility Fee to the payment of the Arrangement Fee payable by the Borrower under the Facility Agreement;

(ii) in the event that the Credit Facility does not close in accordance with the Closing Conditions as a direct result of an action or inaction by the Lender as determined by the Lender (and the Borrower and the Guarantors are acting and have acted diligently and in good faith to effect such closing and satisfy the conditions precedent to the provision of the Credit Facility by the Lender, and provided that the Lender has not, during the course of conducting due diligence, become aware of circumstances or facts (including a Material Adverse Effect) or that material disclosures or omissions were made by or on behalf of the Borrower and the Guarantors or their respective affiliates that adversely affect the provision of the Credit Facility by the Lender), then the Lender shall return the Facility Fee to the Borrower;

(iii) the Borrower and the Guarantors hold a meeting of their unsecured creditors under the CCAA Proceedings to vote on the CCAA Plan of Arrangement by no later than December 31, 2025, and a majority of such unsecured creditors (that actually vote in person or by proxy) who hold at least two-thirds of the value of unsecured claims do not vote to approve the CCAA Plan of

Arrangement and an alternate Insolvency Transaction is not approved by a court, then the Lender shall return the Facility Fee to the Borrower; and

(iv) either the Canadian Court or U.S. Court fails or refuses to make an order sanctioning and approving the CCAA Plan of Arrangement on application made by the Borrower and the Guarantors by no later than January 31, 2026 and an alternate Insolvency Transaction is not approved by a court, then the Lender shall return the Facility Fee to the Borrower. For purposes of this Fee Letter, an "**Insolvency Transaction**" means: the date a court approves (1) a plan of arrangement of the Borrower and/or any of the Guarantors, (2) a compromise with any creditors of the Borrower and/or any of the Guarantors, (3) a reverse vesting order in respect of the Borrower and/or any of the Guarantors or (5) any other similar insolvency transaction with respect to the Borrower and/or any of the Guarantors.

(f) The parties hereto that agree that any determinations hereunder by the Lender shall be conclusive absent manifest error and the Borrower agrees to promptly act on the instructions of the Lender made in accordance with the terms of this Fee Letter.

B. **Documentation**. The parties agree to use commercially reasonable efforts to finalize the Facility Agreement and the other Finance Documents by November 28, 2025, recognizing that this remains subject to the Lender's ongoing review of the due diligence, and the negotiation and settlement of certain third-party Finance Documents (including any subordination agreements, blocked account agreements and landlord waivers).

C. **Miscellaneous.**

This Fee Letter and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Fee Letter and the transactions contemplated hereby 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, without regard to any choice or conflict of laws principles. Any action or proceeding arising out of or relating to this Fee Letter or the transactions contemplated hereby may be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

The provisions of this Fee Letter shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. The Borrower shall not assign, transfer, mortgage, charge or deal in any other manner with this Fee Letter or any of its rights and obligations hereunder, or purport to do any of the same without the prior written consent of the Lender. The Lender may assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of the Borrower's obligations or any benefit arising under this Fee Letter without the consent of, or notice to, the Borrower. Notwithstanding any term of this Fee Letter, the Credit Facility will be subject to the terms of the executed and delivered Facility Agreement and the other Finance Documents. Neither this Fee Letter nor any provision hereof

shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by the Lender and the Borrower.

The Borrower, on behalf of itself and the Guarantors, agrees that this Fee Letter and the contents hereof are confidential and shall not be disclosed by the Borrower or any Guarantor to any Person without the Lender's prior written consent, except as permitted pursuant to the Term Sheet. The Lender acknowledges and agrees that the Fee Letter will be disclosed by the Borrower and its counsel to support the application for the CCCA Court approval of the payment of the Facility Fee.

This Fee Letter may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document. Delivery of an executed counterpart of a signature page to this Fee Letter by facsimile or by sending a scanned copy ("**pdf**" or "**tif**") by electronic mail shall be effective as delivery of a manually executed counterpart of this Fee Letter. Any party delivering an executed counterpart of this Fee Letter by any electronic means also shall deliver an original executed counterpart of this Fee Letter if requested by the Lender, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Fee Letter as to such party or any other party.

[signature pages follow]

The contents of this Fee Letter are confidential. This Fee Letter shall not be disclosed or displayed or its contents otherwise disclosed to any third Person without the prior written consent of the Lender.

Very truly yours,

OAK AND FORT CORP.

DocuSigned by:

By: _____
95BD82244C74461...
Name: Min Gyoung Kang
Title: Chief Executive Officer

Accepted and agreed to
as of the date first above written:

HUK 165 LIMITED

By: _____
Name: Matthew Holt
Title: Investment Director

The Lender's Wire Details

See attached.