Court File No.: BK25-3207793-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

MOTION RECORD

(MOTION RETURNABLE June 11, 2025)

June 4, 2025

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TAB 1

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ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

NOTICE OF MOTION

11449346 Canada Inc. o/a P3 Panel Company ("**P3**") and 12574764 Canada Ltd. o/a United Edge Structural Components ("**United Edge**", and, together with P3, the "**Companies**") will make a motion to a judge of the Ontario Superior Court of Justice on June 11, 2025, at 10:00 a.m. or as soon after that time as the motion can be heard, at 161 Elgin Street, Ottawa, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- [ ] In writing under subrule 37.12.1(1) because it is on consent;
- [ ] In writing as an opposed motion under subrule 37.12.1(4);
- [ ] In person;
- [ ] By telephone conference;
- [X] **By video conference.**

THE MOTION IS FOR:

1. An order in the form appended at **tab 3** of the Companies' motion record, among other things:

   a. extending the time to file a proposal (the "**Stay Period**") by 45 days, to and including Friday, August 1st, 2025;

b. approving the third report (the "**Third Report**") of Albert Gelman Inc. in its capacity as proposal trustee (in such capacity, the "**Proposal Trustee**") and the activities of the Proposal Trustee set out therein; and

c. approving the fees and disbursements of the Proposal Trustee and its independent legal counsel to date, as described in the Third Report.

2. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

3. Capitalized terms not otherwise defined herein have the meanings given to them in the affidavit of Dylan Sliter sworn June 4, 2025 (the "**Third Sliter Affidavit**").

4. The Proposal Trustee supports the relief sought. There is no known opposition.

5. On April 29, 2025, this Honourable Court granted the SISP Order, which, among other things, approved the terms of a SISP and authorized and directed the Proposal Trustee to complete the SISP with the assistance of the Companies. The SISP Order also extended the Stay Period to and including June 18, 2025 and approved the first two reports of the Proposal Trustee as well as the activities of the Proposal Trustee set out therein.

6. The Proposal Trustee continues to carry out the SISP in accordance with the SISP Order and with the assistance of the Companies. The Companies continue to operate their business in the ordinary course.

7. An extension of the Stay Period is necessary and appropriate to complete the SISP, bring a motion for approval and vesting order(s) in respect of the successful transaction(s) (if any), and complete the approved transaction(s).

8. The Companies are acting in good faith and with due diligence. The Companies are expected to have sufficient liquidity to operate during the extended Stay Period, as reflected in the Updated Cash Flow Forecasts. The Proposal Trustee supports the extension of the Stay Period.

9. The Proposal Trustee's Third Report, and the activities set out in it, are appropriate and in the interest of stakeholders. The Proposal Trustee's fees are fair and reasonable. The Companies support their approval and payment.

Additional Grounds

10. The further and other grounds set out in the Third Sliter Affidavit and exhibits thereto, and the Third Report and appendices thereto;

11. The provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, including without limitation section 50.4(9);

12. The *Rules of Civil Procedure*, R.S.O. 1990, Reg. 194, as amended, including without limitation rules 1.04, 2.01, 2.03 and 3.02;

13. The Court's inherent powers and jurisdiction;

14. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

a. The Third Sliter Affidavit and exhibits thereto;

b. The Third Report and appendices thereto;

c. such further and other material as counsel may provide and this Honourable Court permits.

June 4 , 2025

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TO: **THE SERVICE LIST**

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

Court File No.: BK25-3207793-0033

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Ottawa

NOTICE OF MOTION

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TAB 2

Court File No. BK25-3207793-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

AFFIDAVIT OF DYLAN SLITER
(sworn June 4, 2025)

I, **DYLAN SLITER**, of the Town of Smith Falls, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am the President of 11449346 Canada Inc. o/a P3 Panel Company ("**P3**") and an Officer of 12574764 Canada Ltd. o/a United Edge Structural Components ("**United Edge**", and, together with P3, the "**Companies**"). I am an entrepreneur and have been involved in several businesses in the construction industry since 2007. I have been with the Companies since their inception in June 2019 for P3 and December 2022 for United Edge. I am P3's President since October 2021. Accordingly, I have personal knowledge of the matters set out below. Where I state a fact based on information or belief, I state the source of my information or belief, and I verily believe it true.

I. RELIEF SOUGHT ON THIS MOTION

2. I swear this affidavit in support of the Companies' motion for an order in the form appended at **tab 3** of the Companies' motion record:

   a. extending the time to file a proposal (the "**Stay Period**") by 45 days, to and including Friday, August 1st, 2025;

b. approving the third report (the "**Third Report**") of Albert Gelman Inc. in its capacity as proposal trustee (in such capacity, the "**Proposal Trustee**") and the activities of the Proposal Trustee set out therein; and

c. approving the fees and disbursements of the Proposal Trustee and its independent legal counsel to date, as described in the Third Report.

II. TIMELINE OF NOI FILINGS AND COURT ORDERS TO DATE

3. On April 3, 2025, the Companies each filed a notice of intention to make a proposal to creditors ("**NOIs**").

4. On April 9, 2025, this Honourable Court granted an order (the "**April 9 Order**") that, among other things (capitalized terms are defined in the April 9 Order):

a. approved the Interim Financing Term Sheet and authorized the Companies to borrow up to $1 million from the Interim Lender under the Interim Financing Facility;

b. granted the Administration Charge and the Interim Financing Charge on the Companies' Property, ranking in priority to all Encumbrances; and

c. administratively consolidated the Companies' NOI proceedings.

5. A copy of the April 9 Order is appended as **Exhibit "A"** hereto.

6. On April 29, 2025, this Honourable Court granted an order (the "**SISP Order**") that, among other things:

a. approved the terms of a sale and investment solicitation process (the "**SISP**") and

authorized and directed the Proposal Trustee to complete the SISP with the assistance of the Companies;

b. extended the Stay Period to and including June 18, 2025; and

c. approved the first two reports of the Proposal Trustee and the activities of the Proposal Trustee set out therein.

7. A copy of the SISP Order is appended as **Exhibit "B"** hereto.

8. The bid deadline under the SISP is June 30, 2025. The SISP provides that the bid deadline may be accelerated to June 16, 2025 by the Proposal Trustee. I am not aware that the Proposal Trustee is contemplating doing so at this time.

9. Given that the current extension of the Stay Period falls before the bid deadline, this Honourable Court, in connection with the SISP Order, scheduled this motion for an extension of the Stay Period to be heard on June 11, 2025.

III. BACKGROUND FACTS

a. First Affidavit

10. My affidavit sworn April 3, 2025 (the "**First Affidavit**"), delivered in support of the April 9 Order, describes, among other things, the Companies' corporate structure, business, key stakeholders, financial position, financial challenges, pre-filing restructuring initiatives, and restructuring plan, which is centered around the SISP.

11. The First Affidavit also sets out the material adverse effects that any shutdown of the Companies' business would cause, including erosion of going-concern value as well as losses and

disruption for employees, customers, owners, trades, suppliers and the Smith Falls/Rideau Lakes economy.

12. I refer to the First Affidavit for detailed information on such matters. A copy of the First Affidavit (without exhibits) is appended as **Exhibit "C"** hereto.

b. Second Affidavit

13. My affidavit sworn April 22, 2025 (the "**Second Affidavit**"), delivered in support of the SISP Order, describes, among other things, the restructuring steps achieved by the Companies between the April 9 Order and the Second Affidavit, the terms of the SISP, and the reasons for which the SISP is a key restructuring step and is in the interest of creditors and stakeholders.

14. I refer to the Second Affidavit for detailed information on such matters. A copy of the Second Affidavit (without exhibits) is appended as **Exhibit "D"** hereto.

IV. RESTRUCTURING STEPS SINCE LAST COURT APPEARANCE

15. Since the last Court appearance on April 29, 2025, the Companies have achieved the following, among other things, with the assistance of counsel and under the supervision of the Proposal Trustee.

a. Operational Restructuring Steps

i. *Discussions with Local Government towards Potential Support and Funding*

16. Shortly after the commencement of the SISP, a local newspaper featured an article reporting on the Companies' business, challenges, and restructuring. This prompted broader media coverage and led to government response. Several local government organizations contacted the

Companies to explore funding opportunities and other forms of support.

17. Government funds and working groups are committed to preserve the Companies' going concern contributions to the local economy, including in terms of direct and indirect employment, as well as the Companies' modular home construction capabilities, which is considered a key strategic component of the Government of Ontario's plan to expand housing supply and address the soaring costs of homes in Ontario.

18. Preserving employment and addressing the rising cost of housing are active policy priorities at all levels of government. The successfully restructuring of the Companies would meaningfully contribute to those policy objectives and alleviate further economic attrition in the region.

19. The Companies continue their discussions with government working groups, and will report to the Court and stakeholders regarding any funding or support opportunities resulting from those discussions.

ii. *Recruitment of Vice President of Construction*

20. The Companies bolstered their leadership team by recruiting an individual with over a decade of senior leadership experience in the construction industry as the Companies' new Vice President of Construction (the "**VCO**").

21. The VCO's impressive resume includes years successfully managing multiple complex jobsites at a large construction management company operating across Ontario. The VCO brings valuable expertise and will meaningfully contribute to business operations and ongoing restructuring initiatives.

22. The VCO's areas of responsibility include making strategic recommendations to the board and assuming executive management of Companies' work on jobsites. The VCO ensures that the Companies deliver on schedule, within budget, and in accordance with quality standards. The VCO also regularly reports to higher management on project status, key performance metrics, and field-related issues.

23. The addition of the VCO was a key operational restructuring objective. The VCO's involvement bolsters the business by maximizing the value of existing contracts and enhancing the Companies' ability to attract and deliver timely, high-value work.

iii. *Other Operational Improvements*

24. Among other operational restructuring initiatives, the Companies have achieved the following:

a. the Companies implemented strategic layoffs with respect to underperforming employees and staff members who were negatively impacting company culture. These personnel changes have enhanced payroll productivity, amplified team cohesion, reinforced company morale, and are expected to increase talent attraction and retention.

b. the Companies replaced their prior lead estimator and improved cost estimation processes, leading to increased accuracy in formulating bids and managing jobsites, and decreased budget overrun risks.

c. United Edge transitioned its truss engineering software to the Simpson Strong-Tie platform, which is the platform used by P3. This eliminates software discrepancies, facilitates collaboration between engineering teams, and streamlines design workflows.

d. the Companies reduced reliance on third-party machine rentals by optimizing internal equipment scheduling and owned-asset utilization. This lowers operating costs and reduces interruptions related to external rental coordination.

e. the Companies made significant progress towards consolidating their inventory management systems, which will improve tracking, facilitate forecasting, streamline procurement, and enhance cost visibility.

f. the Companies simplified internal accounting processes, improving efficiency and accuracy.

25. These improvements are expected to maximize value for stakeholders by improving cashflow and enhancing the value of the business during and after the SISP.

b. Navigating Cash Flow Challenges

26. Since the last Court appearance, the Companies successfully navigated certain challenges, as described below.

i. *Supplies & Inventory Price Fluctuations and Delayed Deliveries*

27. In 2024, the Companies implemented a "just in time" ("**JIT**") inventory management strategy to address cash flow constraints. For most inventory categories, the Companies only stock products and supplies immediately needed on jobsites rather than stocking them in advance based on forecasts. JIT management allows the Companies to minimize excess inventory by aligning supply levels with real-time demand, which reduces expenses, lowers inventory carrying costs,

and generally improves cashflow. JIT inventory management is common in the construction industry.

28. While JIT inventory management has significant advantages, it also involves risks. Effective JIT management depends on predictable prices, product availability, and delivery times. Since jobs are often priced in advance, the Companies bear the risks of intervening rises in supply costs. Likewise, the Companies bear the risks of delayed deliveries and temporary product unavailability, which may create interruptions and standstills on jobsites, compromising billing milestones and creating potential cash flow issues.

29. Such risks materialized for certain supply orders during the NOI period. Among other things, the price of products increased (including due to tariffs), deliveries were delayed, and normal course suppliers were forced to put products on back order.

30. I believe the construction industry is experiencing disruption due to the prevailing economic uncertainty caused by, among other things, tariffs and the threat of tariffs. This creates a challenging environment for any business that relies on JIT supply deliveries, like the Companies'.

31. The Companies were able to navigate price increases and supply availability issues, including by sourcing from alternative suppliers, pivoting to substitution products, rearranging jobsite workflows, and implementing other solutions, where available. Despite adaptive action, increases in operating cost and delays on jobsites were unavoidable.

ii. *Lower-than-Expected Receipts*

32. The Companies experienced lower-than-expected receipts due to, among other things, the following:

a. customers failing to pay the Companies in accordance with contractual obligations, agreements and representations (collectively, "**Unpaid Work**"), without advance notice to the Companies or to the Proposal Trustee, and without justification (accounting for approximately a $406,704 less receipts than projected in the statements of projected cash flows filed in connection with these NOI proceedings (as updated in connection with the SISP Order, the "**Initial Cash Flow Forecasts**"));

b. delays in new projects starting, and delays in existing projects progressing (collectively, "**Jobsite Delays**"), accounting for approximately $100,685 less receipts than projected in the Initial Cash Flow Forecasts, which Jobsite Delays are attributable to, among other things,

i. owners' and general contractors' failure to obtain municipal permits and other necessary authorizations within the times represented to the Companies;

ii. issues with upstream trades causing delays and standstills on jobsites and delaying payment milestones despite the Companies acting in compliance with contracts and agreements in place and being willing and able to perform work on jobsites. Known issues with upstream trades include, among other things, trades' failure to abide by contract schedules, supply chain and procurement problems, cash flow and solvency problems, and other issues; and

iii. Acts of God and accidents including, on one jobsite, a fire that destroyed most of the work in progress;

c. customers denying that contracts were entered into or re-contracting work to competitors due to risk aversion or misunderstandings and misinformation regarding the Companies' ability to enter into contracts and complete work in the normal course during the NOI period (collectively, "**Cancelled Work**"), accounting for approximately $376,663 less receipts than projected in the Initial Cash Flow Forecasts; and

d. new work and contracts (collectively, "**Anticipated New Work**") taking longer to negotiate or failing to materialize due to certain potential clients being deterred from entering into new contracts, citing doubts and mistaken assumptions related to the Companies' ability to complete the work during the NOI period – despite, in many cases, negotiations being at a near-final stage and representations being made that signature was imminent – accounting for approximately $875,537 less receipts than projected in the Initial Cash Flow Forecasts.

33. In connection with Jobsite Delays, the Companies were able to cancel orders and hold back on buying materials and inventory for some of the jobs affected, resulting in a temporary net positive variance of $299,643 in disbursements that were included in the Initial Cash Flow Forecasts but not incurred at the forecasted time (collectively, "**Postponed Purchases**").

iii. *Direct Paydowns*

34. While it has a net-neutral impact on cashflow, it is worth reporting, for the benefit of stakeholder information (and subcontractors in particular), that owners and upstream trades

decided in certain cases to pay the Companies' obligations to subcontractors directly rather than pay the Companies themselves (referred to as "**Direct Paydowns**").

35. While Direct Paydowns accounted for approximately $432,389 in decreased receipts, Direct Paydowns had a net-neutral effect on the Companies' cashflow and balance sheet because, among other things:

a. Direct Paydowns made on account of payables predating the NOI filings had an equal corresponding *positive* impact on the Companies' balance sheet by reducing the total liabilities comprised in the NOI filings;

b. Direct Paydowns made on account of post-filing payables had an equal corresponding positive impact on the Companies' cashflow by reducing the Companies' accounts payable during the NOI period; and

c. Direct Paydown amounts would have flowed through to subcontractors in the normal of business.

36. As such, while Direct Paydowns reduced receipts, Direct Paydowns did not result in any loss of value for stakeholders.

iv. *Net Cash Flow Effect of Variance*

37. Collectively, Unpaid Work, Jobsite Delays, Cancelled Work, and pending Anticipated New Work occasioned a net negative variance in cash flow from operations for the period from April 1, 2025 to May 12, 2025 of approximately $786,000 for P3 and $436,000 for United Edge as compared to the Initial Cash Flow Forecasts (the "**Net Variance**").

38. The Companies and the Proposal Trustee were of the view that, in accordance with the notices, assumptions and disclaimers included in cash flow forecasts under the *Bankruptcy and Insolvency Act*,[1] the Net Variance represented a material adverse change at the time it occurred. Consequently, the Proposal Trustee, in consultation with the Companies, issued a material adverse change report dated May 14, 2025 (the "**MAC Report**").

39. As noted in the MAC Report, notwithstanding the Variance, the Companies continue to be able to, and do, operate their business, and the Proposal Trustee continues to implement the SISP in accordance with the SISP Order.

40. The Companies have not noticed negative effects resulting from the issuance of the MAC Report. To the contrary, several suppliers and pre-filing creditors contacted the Companies to offer support and explore solutions including favourable prices and postponing payments.

v. *Updated Cash Flow Forecasts*

41. In response to the Net Variance, the Companies, with the assistance of the Proposal Trustee, developed updated cash flow forecasts (together, the "**Updated Cash Flow Forecasts**"), which were filed with the Court on May 30, 2025. A copy of the Updated Cash Flow Forecasts is appended as **Exhibit "E"** hereto.

42. In preparing the Updated Cash Flow Forecasts, the Companies, with the assistance of the Proposal Trustee, determined the proportion of the Net Variance which likely constitutes a

[1] Specifically, the Initial Cash Flow Forecasts included the following language which present in the *Bankruptcy and Insolvency Act*'s form for cash flow forecasts: "*Since the projection is based on assumptions regarding future events,* ***actual results will vary*** *from the information presented,* ***and the variations may be material***." (emphasis added)

temporary variance, and the proportion of the Net Variance which likely constitutes a permanent variance. Namely:

a. the Companies determined that the portion of the Net Variance attributable to Unpaid Work, Jobsite Delays, Anticipated New Work and Postponed Purchases, totalling approximately $1,065,283 (being approximately 87.2% of the Net Variance), is likely a temporary variance. The expected timing of resolution of the temporary variances is reflected in the Updated Cash Flow Forecasts.

b. the Companies determined that the portion of the Net Variance attributable to Cancelled Work is likely a permanent variance, unless matters were resolved with customers through discussions, settlement or legal action, all of which are being explored.

43. Regarding Anticipated New Work in particular, the Companies provided the Proposal Trustee with a confidential list of leads and Anticipated New Work items, including particulars as to (i) the anticipated clients; (ii) the status of negotiations for each contract; (iii) the estimated value of each contract; (iv) next steps and meetings between the parties towards finalizing the contract; and (v) the estimated likelihood of closing during the forecast period. Based on such schedule, the Companies' determined that the Anticipated New Work variance is temporary to the extent that contracts are finalized during the forecast period, which is reflected in the Updated Cash Flow Forecasts.

44. I understand that the Updated Cash Flow Forecasts will be further discussed in the Third Report.

vi. *Causes of Variance Were Out of Companies' Control*

45. Overall, the Companies attribute the Variance to three general categories of causes: (i) disruption caused by the Companies' insolvency and NOI proceedings; (ii) prevailing economic uncertainty and resulting disruption in the construction industry; and (iii) delays on specific jobsites not caused by the Companies.

46. The Companies, in consultation with their counsel and the Proposal Trustee, concluded that such business realities are unfortunately beyond the Companies' control at this time, and could not be accurately predicted when developing the Initial Cash Flow Forecasts.

47. The Companies understand that business insolvencies and NOI proceedings often if not always result in some degree of disruption due to, among other things, perceived risk aversion and misunderstandings about the nature of the process. This unfortunately appears to be inherent to any going-concern insolvency process. While the Companies appropriately predicted some business disruption resulting from the NOI filings, the degree of disruption experienced proved to have been, in hindsight, understated.

48. As to Jobsite Delays, such issues are intrinsic to the Companies' business and the construction industry. This is due to, among other things, the complex processes to obtain necessary municipal and other approvals, the number of parties involved on each project, the intricate co-dependency between those parties, and the "domino effect" that issues with one or several trades can have on the entire project and all other trades. As a panelling contractor, the Companies' involvement on jobsites is in the lower part of the trade pyramid and happens later in project timelines, making the Companies more susceptible to upstream disruption and delays, as

has materialized. Overall, the Companies faced more challenges in regard to Jobsite Delays than could have been anticipated when developing the Initial Cash Flow Forecasts.

49. The Initial Cash Flow Forecasts were prepared on the assumption that contractual commitments and representations would be honoured. However, several were breached. The Companies believe that multiple factors contributing to the Net Variance may or do constitute contractual breaches and instances of non-performance, including breaches of representations and warranties.

50. The Companies, with the assistance of legal counsel, are actively communicating with customers and payees to iron out misunderstandings and ensure prompt payment and compliance, while evaluating legal options including, among other things, formal demands, notices of default, registering liens, and motions to the Court in the NOI proceedings if necessary.

vii. *The Companies Continue Operations and SISP in the Normal Course*

51. Thanks to timely and appropriate responses to the challenges that arose, the Variance has not resulted in a material disruption of the Companies' core business or the SISP. Both are continuing in the normal course.

52. The Companies maintain good business relations with suppliers. The Companies were able to adjust order and delivery dates such that they did not have to rely on any credit from suppliers and could continue to operate on a "pay on order" or "cash on delivery" basis. The Companies also continue to be current in equipment and vehicle lease payments, utilities, payroll, taxes, and government remittances such as HST/GST and source deductions. The Companies were able to rely on the Interim Lender and the Interim Financing Facility to fund operations where necessary.

53. The Companies maintain good business relations with customers. Despite Jobsite Delays, the Companies continue to perform deficiency-free work for clients. In addition, progress continues to be made towards finalizing contracts for Anticipated New Work, which could benefit cashflow during the Updated Cash Flow Forecasts period.

54. The SISP is continuing in accordance with the SISP Order, as discussed below.

c. Status of SISP

55. In accordance with the SISP and the SISP Order, the SISP is being carried out by the Proposal Trustee, with the assistance of the Companies to the extent required by the Proposal Trustee.

56. Since the initiation of the SISP, the Companies provided assistance to the Proposal Trustee at the Proposal Trustee's request, in good faith and with due diligence. This includes, for example, executing non-disclosure agreements, responding to due diligence requests, maintaining data room information up to date, organizing facility tours and management meetings, and addressing other matters as they arose.

57. In accordance with the SISP and the SISP Order, the Companies include the Proposal Trustee in all discussions with parties participating in the SISP, and only take part in such direct discussions with the Proposal Trustee's involvement and approval.

58. I understand from discussions with the Proposal Trustee that the SISP is proceeding smoothly, that meaningful interest was received, and that a significant number of parties are performing due diligence towards potential transactions. I understand that the status of the SISP will be further discussed in the Proposal Trustee's Third Report.

59. The Companies and the Proposal Trustee continue to believe that completing the SISP is in the best interest of stakeholders, including for the reasons more fully expressed in the First Affidavit (Exhibit "C") and the Second Affidavit (Exhibit "D").

d. Balance of Interim Financing Facility and Net Impact on Balance Sheet

60. Prior to the Net Variance, the Companies had borrowed $650,000 under the Interim Financing Facility in accordance with the Initial Cash Flow Forecasts. Due to the Net Variance, the Companies drew on the balance of the Interim Financing Facility, being $350,000, as reflected in the Updated Cash Flow Forecasts. Borrowings under the Interim Financing Facility total $1 million, being the maximum principal amount under the Interim Financing Term Sheet.

61. The net effect of the $1 million borrowings on the Companies' balance sheets is approximately half the amounts borrowed. This is because borrowed funds were used to manufacture hard assets which remain in possession of the Companies and will be invoiced as part of contracted work. Such goods have a current estimated market value of approximately $500,000 and will continue to constitute assets of the Companies' until they are sold to generate corresponding revenues in the course of business.

62. While no more credit is currently available under the Interim Financing Facility, the Companies are expected to have sufficient liquidity to operate during the extended Stay Period, as reflected in the Updated Cash Flow Forecasts. I understand this will be more fully discussed in the Proposal Trustee's Third Report.

V. RELIEF SOUGHT

a. Extension of Stay Period

63. As part of the SISP Order, this Honourable Court extended the Stay Period to June 18, 2025. The Companies seek an extension of the Stay Period by 45 days, to and including Friday, August 1st, 2025. During this time, the Companies intend to, among other things, continue operating the business in the normal course, conclude the SISP, bring a motion to this Court for approval and vesting order(s) in respect of the Successful Transaction (if any), and complete the approved transaction(s).

64. As mentioned above, the Companies expect to have sufficient liquidity to operate during the extended Stay Period and implement those steps, as set out in the Updated Cash Flow Forecasts.

65. The Companies are acting with due diligence and in good faith, and I do not believe that any creditor would be prejudiced by the extension requested. To the contrary, the Companies believe that completing the SISP, and any transaction resulting from the SISP, is in the best interest of stakeholders. The Proposal Trustee also supports the extension.

b. Approval of Proposal Trustee's Third Report and Activities

66. The Companies support this relief. The Proposal Trustee's reports and activities are beneficial, timely, and in the interest of stakeholders. The approval is expected to bring stability to the restructuring process while the SISP is completed and a transaction is implemented.

c. Approval of Proposal Trustee's and Its Counsel's Fees and Disbursements

67. The Companies support this relief. The Proposal Trustee's activities have been approved by the Court and the Companies believe that the fees and disbursements to be approved are fair

and reasonable. I understand that this will be further discussed in the Third Report.

SWORN BEFORE ME: in person [x] by video conference

by **DYLAN SLITER** at the Town of Smiths Falls, in the Province of Ontario, before me in the City of Ottawa, in the Province of Ontario, on June 4, 2025 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.

Commissioner for Taking Affidavits *(or as may be)*

Signed by:
Joel Turgeon
E7A1640D707E47C...

Signature of Commissioner *(or as may be)*

Signed by:
Dylan Sliter
AD741FF940E44A8...

Signature of Deponent

A

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF

DYLAN SLITER

SWORN before me this 4th day of June, 2025.

Signed by:
Joel Turgeon
F7A1640D707E47C...

A Commissioner, etc.

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

Court File No.: BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Ottawa

ORDER

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Lawyers for 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components

Motion brought by the Applicant. Accordingly April 9/25
Deka sought an adjournment of the matter.
For oral reasons given the adjournment was not granted.

The motion was argued. The Court gave oral reasons granting the motion.

The Proof order was revised and approved of as to form + content by the Moving Party, the Proposal Trustee + the DIP Lender.

Re Oncent the following endorsement is included at the request of the RBC.

The issuance of this Court's Order dated April 9, 2025 is without prejudice to any right that Royal Bank of Canada may have to assert the position and argue that it holds a property claim in respect of its equipment lease and motor vehicle loans, and/or that it holds security interests in respect of property that does not form part of the Property (as defined in the said Order), and/or its right to bring a lift-stay motion. The Companies, the Proposal Trustee and the Interim Lender likewise make no admission and reserve their rights in respect of the foregoing.

The matter is adjourned to April 29, 2025 at 10:00 A.M. for 2 hours. The only matters to be dealt with at that day are a motion to extend the time for filing of the proposal, 2) a SISP Process 3) a possible stalking horse matter. No other motions will be entertained that day to me. (over)

The next date following will be June 11/25 at 10.00AM for an motion to extend the date within which to file the proposal only. for 2 hours. Motion materials to be served by June 4/2025.

Order accordingly.

KERSHMAN J.

Court File No. BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	WEDNESDAY, THE 9TH
	)	
JUSTICE KERSHMAN	)	DAY OF APRIL, 2025

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

ORDER

THIS MOTION made by 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components (together, the "**Companies**", which term refers to the Companies and either of them), for an order, among other things, (i) granting the Administration Charge in the maximum amount of $250,000, (ii) approving the Interim Financing Term Sheet and authorizing the Companies to borrow up to $1,000,000 from the Interim Lender under the Interim Financing Facility, (iii) granting the Interim Financing Charge in the maximum amount of $1,000,000, (iv) authorizing the Companies to pay, with the prior approval of the Proposal Trustee and the Interim Lender, amounts owing to Specified Critical Suppliers on account of obligations pre-dating the NOIs, and (v) administratively consolidating the NOI proceedings of the Companies – as each capitalized term is defined herein – was heard this day by videoconference in Ottawa, Ontario.

ON READING the affidavit of Dylan Sliter sworn on April 3, 2025 and the exhibits thereto, and the first report (the "**First Report**") of Albert Gelman Inc., in its capacity as trustee to the notice of intention to make a proposal ("**NOI**") of each of the Companies (in such capacity, the "**Proposal Trustee**"), dated April 4, 2025 and the appendices thereto.

ON HEARING the submissions of counsel for the Companies, counsel for the Interim Lender, and such other counsel that were present, no one else appearing for any other person although duly served.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and all materials filed in respect of this motion is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.

ADMINISTRATION CHARGE

2. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Companies (collectively, the "**Professionals**") shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Companies, as and when billed. The Companies are hereby authorized and directed to pay the accounts of the Professionals on a bi-weekly basis and, in addition, the Companies are hereby authorized *nunc pro tunc* to pay to the Professionals such reasonable retainer amounts as they may require, to be held by the Professionals as security for payment of their respective fees and disbursements outstanding from time to time.

3. **THIS COURT ORDERS** that the Proposal Trustee and counsel to the Proposal Trustee shall pass their accounts from time to time, and for this purpose such accounts are hereby referred to a judge of this Court.

4. **THIS COURT ORDERS** that the Professionals are entitled to the benefit of and are hereby granted a charge, which shall not exceed an aggregate amount of $250,000 unless permitted by further order of this Court (the "**Administration Charge**"), on all of the Companies' current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate including all proceeds and proceeds of proceeds thereof (the "**Property**"), as security for payment of their professional fees and disbursements incurred at the standard rates and charges, both before and after the making of this Order, in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 11 and 13 hereof.

INTERIM FINANCING

5. **THIS COURT ORDERS** that the Companies are hereby authorized and empowered to obtain and borrow under a credit facility (the "**Interim Financing Facility**") from Phoenix Building Components Inc. (the "**Interim Lender**") in order to finance the Companies' working capital requirements and its general corporate purposes, as described in the Interim Financing Term Sheet (as defined below), provided that borrowings under the Interim Financing Facility shall not exceed the principal amount of $1,000,000, unless permitted by further Order of this Court.

6. **THIS COURT ORDERS** that the Interim Financing Facility shall be on the terms and subject to the conditions set forth in the term sheet between the Companies and the Interim

Lender dated as of April 2, 2025 (the "**Interim Financing Term Sheet**"), subject to such minor amendments as may be acceptable to the Companies and the Interim Lender, with the approval of the Proposal Trustee.

7. **THIS COURT ORDERS** that the Companies are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**") as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Companies are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Interim Financing Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

8. **THIS COURT ORDERS** that the Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Financing Charge**") on the Property, which Interim Lender's Charge shall not exceed $1,000,000. The Interim Financing Charge shall not secure an obligation that exists before this Order is made. The Interim Financing Charge shall have the priority set out in paragraphs 11 and 13 hereof. This paragraph does not affect the validity of payments made in accordance with paragraph 17 of this Order.

9. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order or sections 69 and 69.1 of the Bankruptcy and Insolvency Act (the "BIA):

a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Financing Charge or any of the Definitive Documents;

b) upon the occurrence of an event of default under the Interim Financing Term Sheet or the Definitive Documents, the Interim Lender, upon seven (7) days' notice to the Companies and the Proposal Trustee, may exercise any and all of its rights and remedies against the Companies or the Property under or pursuant to the Interim Financing Term Sheet, the Definitive Documents and the Interim Financing Charge, including without limitation to cease making advances to the Companies and set off and/or consolidate any amounts owing by the Interim Lender to the Companies against the obligations of the Companies to the Interim Lender under the Interim Financing Term Sheet, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Companies and for the appointment of a trustee-in-bankruptcy of the Companies provided however that the Interim Lender may not appoint a receiver or receiver and manager without further order of this Court; and

c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee-in-bankruptcy, interim receiver, receiver or receiver and manager of the Companies or the Property.

10. **THIS COURT ORDERS AND DECLARES** that the Interim Lender shall be treated as unaffected in any proposal filed by the Companies under the BIA, with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

11. **THIS COURT ORDERS** that the priorities of the Administration Charge and the Interim Financing Charge (together, the "**Charges**"), as among them, shall be as follows:

a) First – Administration Charge (to the maximum amount of $250,000); and

b) Second – Interim Financing Charge (to the maximum amount of $1,000,000).

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

13. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any individual, firm, corporation, governmental body or agency, or any other entities

14. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Companies shall not grant any Encumbrance over any Property that ranks in priority to, or *pari passu* with, any of the Charges, unless the Companies

also obtain the prior written consent of the Proposal Trustee, the Interim Lender and the beneficiaries of the Charges, or further Order of this Court.

15. **THIS COURT ORDERS** that the Administration Charge and the Interim Financing Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each, an "**Agreement**") which binds the Companies, and notwithstanding any provision to the contrary in any Agreement:

a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Interim Financing Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Companies of any Agreement to which they are a party;

b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Companies entering into the Interim Financing Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

c) the payments made by the Companies pursuant to this Order, the Interim Financing Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

16. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Companies' interest in such real property leases.

CRITICAL SUPPLIERS

17. **THIS COURT ORDERS** that the Companies are hereby authorized, but not directed, to pay, with the prior approval of the Proposal Trustee and the Interim Lender, amounts owing to suppliers listed in **Schedule "A"** hereto (collectively, "**Specified Critical Suppliers**") on account of obligations of the Companies to Specified Critical Suppliers, including any obligation pre-dating the filing of NOIs by the Companies, for goods and services supplied to the Companies, but only if, in the opinion of the Proposal Trustee upon consultation with the Companies and the Interim Lender, such goods and services are essential, and such payment is necessary, to avoid disruption to the business or loss of value in the restructuring.

ADMINISTRATIVE CONSOLIDATION

18. **THIS COURT ORDERS** that the Companies' NOI proceedings, bearing respective estate numbers 33-3207793 and 33-3207766 (collectively, the "**NOI Proceedings**"), be and are hereby administratively consolidated, and the Proposal Trustee is hereby authorized and

directed to administer the NOI Proceedings on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities under the BIA, including without limitation:

a) sending notices to creditors of the Companies pursuant to one consolidated notice;

b) calling and conducting meetings of creditors of the Companies on a consolidated basis;

c) issuing reports to the court or to creditors of the Companies on a consolidated basis;

d) preparing, filing, advertising and distributing any and all filings and/or notices relating to the NOI Proceedings on a consolidated basis; and

e) bringing motions on a consolidated basis.

19. **THIS COURT ORDERS** that the Proposal Trustee or the Companies shall enter a copy of this order in the court file for each of the NOI Proceedings, and from and after that time:

a) the NOI Proceedings shall be authorized and directed to continue solely in this court file number BK25-00000237-0033 (the "**Consolidated Court File**");

b) all documents required to be filed or included in the court file for the NOI Proceedings, whether pursuant to the BIA, the *Rules of Civil Procedure* (Ontario) or otherwise, shall be filed solely in the Consolidated Court File; and

c) for avoidance of doubt, provided that a document or pleading, including *nunc pro tunc,* the pleadings and Proposal Trustee report delivered for this motion, is filed in the Consolidated Court File, the filing of such document or pleading in the court file for the other NOI Proceedings is hereby dispensed with.

20. **THIS COURT ORDERS** that the following title of proceeding be and is hereby assigned to the Consolidated Court File:

"

Court File No. BK-25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

"

21. **THIS COURT ORDERS** for avoidance of doubt that nothing in this order (a) substantively consolidates the respective estates of the Companies; (b) causes any of the Companies to incur any liability or be subject to any claim to which it would not otherwise be subject; or (c) affects the process by which claims are assessed in each estate, and for greater certainty, the Proposal Trustee shall assess and process the claims against each estate on a separate and distinct basis.

22. **THIS COURT ORDERS** for further avoidance of doubt that (a) any proposal with respect to either of the Companies shall be made to the creditors of that Company only, and paragraphs 18 to 21 of this Order do not authorize the filing of a joint proposal to creditors

without further order of this Court; and (b) a bankruptcy of either of the Companies, as the case may be, shall be administered and proceed on the basis of that Company's distinct estate, such that (i) if one of the Companies become bankrupt, its bankruptcy estate shall consist in and be administered as its own estate without affecting the other Company's estate, (ii) if both Companies become bankrupt, there shall be a distinct bankruptcy estate, administered as such, for each of the Companies, and (iii) paragraphs 18 to 21 of this Order do not authorize the administration of the Companies' bankruptcies or estates as a joint bankruptcy or estate without further order of the Court.

GENERAL

23. **THIS COURT ORDERS** that the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties under this Order.

24. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

25. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or in any other foreign jurisdiction to give effect to this Order and to assist the Companies, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Companies and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to recognize and give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the

Companies, the Proposal Trustee and their respective agents in carrying out the terms of this Order.

26. **THIS COURT ORDERS** that each of the Companies and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Companies and Proposal Trustee, and to any other party likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

28. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order, without the need for entry and filing, but the Companies shall use best efforts to enter and file a copy of this Order in the Consolidated Court File as soon as reasonably practicable.

Issued on April 10th, 2025

KERSHMAN J.

Justice S. Kershman

SCHEDULE "A"

Specified Critical Suppliers

Glenview Iron and Metal Ltd.

Simpson Strong-Tie

A1 Carpentry Inc.

Cody Moore Construction

AR Design Solutions

Corbeil Equipment Company Inc.

Capital Equipment

Bissett Fasteners

M.C. Hammer

10217832 Canada Inc.

Construction Plouffe Inc.

RONA

RCK Engineering Solutions

Reimbursement of employees' out-of-pocket expenses incurred for the benefit of the Companies

***

[Motion Record Page No. 45]

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

Court File No.: BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Ottawa

ORDER

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B

THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF

DYLAN SLITER

SWORN before me this 4th day of June, 2025.

Signed by:
Joel Turgeon
F7A1640D707E47C...

A Commissioner, etc.

Court File No. BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	TUESDAY, THE 29TH
	)	
JUSTICE KERSHMAN	)	DAY OF APRIL, 2025

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

ORDER

THIS MOTION made by 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components (together, the "**Companies**", which term refers to the Companies and either of them), for an order, among other things, (i) approving the terms of a sale and investment solicitation process (the "**SISP**") included as **Schedule "A"** hereto, (ii) authorizing and directing Albert Gelman Inc., in its capacity as the Companies' proposal trustee (in such capacity, the "**Proposal Trustee**"), to complete the SISP with the assistance of the Companies, (iii) extending the time for the Companies to file a proposal to creditors by 45 days, to and including June 18, 2025, and (iv) approving the first report of the Proposal Trustee dated April 7, 2025 and the appendices thereto (the "**First Report**"), the second report of the Proposal Trustee dated April 24, 2025 and the appendices thereto (the "**Second Report**"), and the activities of the Proposal Trustee set out therein, was heard this day by videoconference in Ottawa, Ontario.

ON READING the affidavit of Dylan Sliter sworn April 22, 2025 and exhibits thereto, the First Report and appendices thereto, and the Second Report and appendices thereto.

ON HEARING the submissions of counsel for the Companies, counsel for the Proposal Trustee, counsel for Phoenix Building Components Inc. (the "**Interim Lender**"), and such other counsel that were present, no one else appearing for any other person although duly served.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and all materials filed in respect of this motion is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

2. **THIS COURT ORDERS** that the SISP terms attached as **Schedule "A"** to this Order (as may be amended in accordance with such terms) are hereby approved.

3. **THIS COURT ORDERS** that the Companies and Proposal Trustee are hereby authorized, empowered and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with the SISP and the terms of this Order.

4. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the *Bankruptcy and Insolvency Act* (the "**BIA**") or as an officer of the Court, the Companies, the Proposal Trustee, and their respective affiliates, officers, directors, partners, employees, advisors, counsel and agents, shall have no liability with respect to any and all losses, claims, damages or liability, of any nature or kind, to any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being

"**Persons**" and each being a "**Person**") in connection with or as a result of performing their duties under the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Companies and the Proposal Trustee, as applicable, as determined by this Court.

5. **THIS COURT ORDERS** that the Proposal Trustee or the Companies may apply to this Court for directions with respect to the SISP at any time during the term thereof.

6. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Proposal Trustee and the Companies are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Companies and the Proposal Trustee are authorized and permitted to disclose personal information of identifiable individuals ("**Personal Information**") to prospective bidders or offerors and to their advisors, including human resources and payroll information, records pertaining to the Companies' past and current employees, and information on specific customers, but only to the extent desired or required to negotiate or attempt to complete a transaction under the SISP. Each prospective bidder or offeror to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information with security safeguards appropriate to the sensitivity of the Personal Information and as may otherwise be required by applicable federal or provincial legislation.

Each prospective bidder or offeror to whom any Personal Information is disclosed shall also limit the use of such Personal Information to its participation in the SISP.

EXTENSION OF TIME

8. **THIS COURT ORDERS** that the time for the Companies to make a proposal to their creditors, and the time for the Proposal Trustee to file such proposal with the official receiver, be and is hereby extended to and including June 18, 2025, in accordance with section 50.4(9) of the BIA.

APPROVAL OF PROPOSAL TRUSTEE REPORTS AND ACTIVITIES

9. **THIS COURT ORDERS** that the Proposal Trustee's First Report and Second Report, and the activities of the Proposal Trustee described therein, are hereby approved, provided, however, that only the Proposal Trustee in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

10. **THIS COURT ORDERS** that the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties under this Order.

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or in any other foreign jurisdiction to give effect to this Order and to assist the Companies, the Proposal Trustee

and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Companies and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to recognize and give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Companies, the Proposal Trustee and their respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that each of the Companies and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order, without the need for entry and filing, but the Companies shall use best efforts to enter and file a copy of this Order in the Consolidated Court File as soon as reasonably practicable.

Order issued on April 29th, 2025

KERSHMAN J.

SCHEDULE "A"

SISP Terms

[*See next page.*]

Schedule "A"

SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

1. 11449346 Canada Inc. o/a P3 Panel Company ("**P3**") and 12574764 Canada Ltd. o/a United Edge Structural Components ("**United Edge**", and, together with P3, the "**Companies**") operate an integrated business specializing in the design, manufacturing and installation of innovative, state-of-the-art prefabricated wall, floor and roof systems for homes, garages, condo & apartment buildings and other construction projects, including new builds and renovation projects (the "**Business**").

2. 9695443 Canada Inc. ("**LandCo**") owns the land and buildings out of which the Companies operate the Business, municipally known as 109 & 123 Poonamalie Road, Township of Rideau Lakes, Ontario, and bearing parcel register numbers 444128-0193 (LT) and 44128-0194 (LT) (the "**Land and Facilities**"). LandCo is a related partly with partly common management and ownership with the Companies.

3. On April 3, 2025, the Companies each filed a notice of intention to make a proposal ("**NOI**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"). Albert Gelman Inc. was appointed as the Companies' proposal trustee (in such capacity, the "**Proposal Trustee**"). LandCo has not filed an NOI and is not undergoing any insolvency proceeding.

4. As part of a restructuring of the Companies, the Companies wish to canvass the market for offers that will maximize value for their stakeholders, including, without limitation, offers for a sale, investment, recapitalization, restructuring, refinancing or reorganization, or any combination of the foregoing, of all or part of the property and assets of P3 and/or United Edge (collectively, the "**Property**"), the Business, and/or shareholding P3 and/or United Edge ("**Shareholding**"). Accordingly, the Companies, with the assistance of the Proposal Trustee, developed this sale and investment solicitation process (the "**SISP**").

5. LandCo wishes, as part of the SISP, to canvass the market for offers for sale or other transactions with respect to LandCo and/or the Land and Facilities, including, without limitation, as part of coordinated transactions involving the acquisition of the Property, the Business, and/or Shareholding. The SISP accordingly includes due diligence information with respect to LandCo and the Land and Facilities.

6. On April 29, 2025, the Ontario Superior Court of Justice (the "**Court**") granted an order (the "**SISP Order**") that, among other thing, approved the SISP and authorized the Proposal Trustee, with the assistance of the Companies, to perform the SISP.

7. This document sets out the terms of the SISP. A copy of the SISP Order can be obtained at [www.albertgelman.com/filedocuments] (the "**Proposal Trustee's Website**").

8. The SISP will be implemented by the Proposal Trustee. All inquiries regarding the SISP must be directed to the Proposal Trustee using the contact information set out in **Schedule "A"**.

Application of SISP to LandCo

9. LandCo has agreed to, and will, provide due diligence information for inclusion in the SISP as an opportunity to market and receive offers with respect to LandCo and/or the Land and Facilities (a "**LandCo-Involving Transaction**"), including, without limitation, as part of coordinated transactions involving the acquisition of the Property, the Business, and/or Shareholding.

10. Unless expressly provided otherwise, the terms of this SISP are suggested but not mandatory as regards any offer that exclusively contemplates an acquisition of, or other transaction with respect to, LandCo and/or the Land and Facilities (and that, for avoidance of doubt, does not include the Companies' Property, the Business, or Shareholding) (a "**Land-Exclusive Transaction**"). For avoidance of doubt, a Land-Exclusive Transaction shall not be subjected to the provisions of this SISP for the sole reason that it is conditional on, coordinated with, or contemplates any separate transaction(s) with respect to Property, Business or Shareholding of any of the Companies.

11. For avoidance of doubt, nothing in the SISP shall be interpreted as:

    (a) subjecting any Land-Exclusive Transaction to the approval of the Court;

    (b) extending to LandCo or its business and assets, in any respect, any responsibility, liability or power of the Proposal Trustee;

    (c) affecting any and all rights of LandCo, including, without limitation,

        (i) to consider, negotiate, accept, reject, and complete, at any time, in whole or in part, with or without the involvement of the Proposal Trustee, any LandCo-Involving Transaction and/or Land-Exclusive Transaction, whether or not such transaction emerges from this SISP or otherwise; and

        (ii) to market LandCo and/or the Land and Facilities in any way, including any additional or parallel efforts outside of this SISP, and complete any transaction emerging from such efforts, at any time;

    (d) affecting any and all rights of Desjardins in its capacity as secured lender of LandCo and registered mortgagee over the Land and Facilities; and

    (e) imposing or extending any obligation, liability, responsibility or restriction to LandCo or its business and assets, in any respect.

12. For further avoidance of doubt, but without limiting the generality of the foregoing:

    (a) in this SISP, the terms, requirements, criteria and qualification of Qualified Bid, Qualified Bidder, Excluded Bid, Successful Bid, Successful Bidder, Approval and Vesting Order, Court-Approved Bid, Bid Criteria, Bid Deadline, and Deposit (each as defined in this SISP) do not apply with respect to and do not comprise, in any respects, LandCo and any Land-Exclusive Transaction; and

    (b) paragraphs 47 to 51 and 57 do not apply with respect to LandCo and any Land-Exclusive Transaction.

13. Notwithstanding paragraphs 9 to 12 above, in case of doubt or disagreement, the Proposal Trustee shall have exclusive jurisdiction to determine, in its sole discretion after consultation with the Companies, and without any liability, whether any section of this SISP is applicable to and/or comprises any person, step, correspondence, offer or thing.

Opportunity

14. In accordance with the BIA and the SISP Order, upon completion of the SISP, the Companies and the Proposal Trustee shall bring a motion to the Court for an order (an "**Approval and Vesting Order**") that, among other things, approves and authorizes the Companies to complete the transactions contemplated in the Successful Bid(s).

15. Pursuant to the BIA, the Court has jurisdiction to grant an Approval and Vesting Order that, in addition:

    (a) vests the assets purchased pursuant to the approved Successful Bid(s) in and to the purchaser(s); and/or

    (b) vests shares and control of the Companies in and to purchaser(s);

    in each case, free and clear of security interests, liens, mortgages, charges or other encumbrances ("**Encumbrances**"), save those the purchaser elects to assume, if any.

16. In this SISP, the term "**Opportunity**" refers to the opportunity to (i) acquire all or part of the Property, Business and/or Shareholding pursuant to an Approval and Vesting Order free and clear of Encumbrances, and (ii) conduct due diligence, make an offer, and complete a LandCo-Involving Transaction or Land-Exclusive Transaction, including, but not limited to, as part of coordinated transactions for the Companies' Property, Business and/or Shareholding.

17. Transaction(s) completed pursuant to an Approval and Vesting Order will be on an "as is, where is" basis and without any representations or warranties of any kind, nature or description whatsoever by the Proposal Trustee, the Companies, or any of their respective directors, officers, agents, advisors, or other representatives ("**Representatives**"), unless, in the case of the Companies, it is otherwise agreed in writing in a definitive agreement.

Timeline

18. The following table sets out the deadlines in the SISP. Among other deadlines, **the "Bid Deadline" is Monday, June 30, 2025, at 5:00 p.m. (Ottawa time)**.

Milestone	Deadline
Set up of virtual data room; commencement of marketing and due diligence	By May 1, 2025
Bid Deadline	Monday, June 30, 2025, at 5:00 pm (Ottawa time)
Auction (if any)	Within 5 Business Days of the Bid Deadline
Selection of Successful Bid(s)	Within 5 Business Days of the Bid Deadline or auction, as applicable
Court Approval of Successful Bid(s)	As soon as possible following selection of the Successful Bid
Closing of Successful Bid(s)	As soon as possible following Court approval

19. The Proposal Trustee may extend the above deadlines by up to two weeks without Court approval, except the Bid Deadline, which the Proposal Trustee can extend only with the approval of the Companies' Court-approved interim lender (the "**DIP Lender**").

Marketing and Solicitation of Interest

20. By May 1, 2025, the Proposal Trustee shall, with the assistance of the Companies if requested by the Proposal Trustee:

    (a) issue a press release for the SISP and the Opportunity with Canada Newswire, designating dissemination in Canada and major financial centers in the United States;

    (b) cause a notice of the SISP to be published, and advertise the Opportunity, in all publications, journals, newsletters and other forums, electronic and otherwise, which the Proposal Trustee considers appropriate;

    (c) prepare a form of non-disclosure agreement ("**NDA**");

    (d) with the assistance of the Companies, prepare a list of parties potentially interested in the Opportunity ("**Known Interested Parties**");

(e) develop a template asset purchase agreement to assist in the making and evaluation of bids (the "**Template APA**"); and

(f) prepare a package for dissemination to Known Interested Parties, including a copy of the NDA and such other information and documents as the Proposal Trustee believes appropriate to maximize interest and engagement, describing the Opportunity and inviting Known Interested Parties to participate in the SISP.

Virtual Data Room

21. By May 1, 2025, the Proposal Trustee shall, with the assistance of the Companies if requested by the Proposal Trustee, set up, populate and maintain a virtual data room (the "**VDR**") containing the Template APA and such other documents and information as the Proposal Trustee, in consultation with the Companies, believes necessary or appropriate to allow interested parties to conduct effective due diligence with respect to the Opportunity.

Information which Potential Bidders Must Provide to the Proposal Trustee

22. Any party who wishes to participate in the SISP must provide to the Proposal Trustee:

(a) an NDA executed by the party;

(b) a letter setting out the contact information for the party, the identity of the party, and the identity of its direct and indirect principals and beneficiaries;

(c) a written acknowledgment of the terms of the SISP; and

(d) such further and other information and documents as the Proposal Trustee, in its sole discretion, may deem advisable or necessary with respect to any particular party, including, without limitation, information and documents evidencing the party's financial and other wherewithal to make a viable offer and complete a potential transaction pursuant to the SISP.

23. In addition to the foregoing, any shareholder, officer or director of any of the Companies, and any party who the Proposal Trustee determines to be dealing with any of the Companies in an insider or non-arm's length fashion, directly or indirectly (each, an "**Insider**"), alone or with others (including, as the case may be, with non-Insiders), who intends to participate in the SISP (except if exclusively in respect of a Land-Exclusive Transaction, as determined by the Proposal Trustee in its sole discretion), shall indicate to the Proposal Trustee, in writing, being an Insider, and the nature of its relationship with the Companies, prior to any participation in the SISP.

24. Each party who provides the above information to the satisfaction of the Proposal Trustee at any time prior to the Bid Deadline, as confirmed in writing by the Proposal Trustee, constitutes a "**Potential Bidder**".

Due Diligence

25. The Proposal Trustee shall provide and facilitate access to the VDR to each Potential Bidder.

26. Any requests and inquiry respecting due diligence, including, for example, requests for additional information or documents, requests for site visits, requests for meetings and direct communications with management, etc., must be made solely to the Proposal Trustee. The Proposal Trustee shall facilitate such requests to the extent reasonable, as determined by the Proposal Trustee in its discretion.

27. The Proposal Trustee may, for any reason which the Proposal Trustee deems, in its sole discretion, necessary or sufficient, including, without limitation, to protect the integrity of the SISP or to protect confidential or sensitive documents or information from being collected or used for any reason other than good faith participation in the SISP (such as by competitors to gain an advantage), (i) limit any Potential Bidder's access to information or documents during the SISP, including without limitation information or documents available in the VDR and/or to any other Potential Bidder; and (ii) prohibit or eliminate a Potential Bidder from participating in the SISP, upon which that party shall cease to be a Potential Bidder.

28. Potential Bidders shall solely rely on their own independent review, investigation, and/or inspection of all information and documents, in the VDR or otherwise, during the SISP. The Companies, the Proposal Trustee, and their Representatives make no representation or warranty whatsoever (including without limitation with regard to accuracy or completeness) as to any document or information reviewed, relied upon, or overlooked in any way by a Potential Bidder during or with respect to the SISP, including, without limitation, whether or not such information or document is provided or made available by the Proposal Trustee and/or the Companies.

Qualified Bids

29. An offer in the SISP (except any Land-Exclusive Transaction) shall only be considered a "**Qualified Bid**" if it meets all the below criteria (collectively, the "**Bid Criteria**"), as determined by the Proposal Trustee, in its sole discretion.

    (a) Basic requirements:

        (i) it is submitted by a Potential Bidder;

        (ii) it is received by the Proposal Trustee by electronic mail, at the coordinates indicated in Schedule "A", on or before the Bid Deadline.

    (b) Contractual requirements:

        (i) it is submitted in the form of a complete, final, binding, duly authorized, executed, definitive and ready-to-be-countersigned contract containing all the terms of the proposed transaction(s), including, without limitation, the

purchased assets, the excluded assets, the assumed liabilities, the excluded liabilities, the assigned contracts, the excluded contracts, the purchased shares, the cancelled shares, and the consideration payable, together with all applicable schedules, such that there is no further agreement, document or schedule to be negotiated, drafted, or entered into in order for the contemplated transaction(s) to be completed, subject only to Court approval, and save customary closing documents in like transactions;

(ii) it is not subject to any further due diligence, financing condition, or other conditions, apart from (i) Court approval, (ii) such conditions as are customary in insolvency transactions, and (iii) any necessary regulatory or similar approvals that may be applicable;

(iii) it provides for an outside closing date no later than ten (10) business days after an Approval and Vesting Order is granted with respect to the transaction(s) contemplated in the bid; and

(iv) it provides that it is binding and irrevocable until the completion of all Successful Bid(s) transactions that target overlapping assets, if any.

(c) deposit requirement: it is provided with a non-refundable deposit ("**Deposit**") of at least $150,000, by wire transfer to an account specified by the Proposal Trustee, to be held by the Proposal Trustee in a non-interest-bearing account in accordance with the provisions of this SISP applicable to Deposits, set out below.

(d) requirements regarding supporting documentation and statements:

(i) it is provided with a "redline" or "blackline" comparison to the Template APA;

(ii) it is provided with written evidence of all approvals and completion of all governance steps required with respect to the submission, execution, delivery and closing of the transaction(s) contemplated in the bid;

(iii) it is provided with a proposed form of Approval and Vesting Order and "redline" or "blackline" comparisons between such form and the Commercial List model approval and vesting order;

(iv) it is provided with evidence of financial and other wherewithal to complete the transaction(s) contemplated in the bid, including, but not limited to, (i) evidence of unconditional availability of funds prior to closing, and (ii) the particulars of the source of the funds or financing for all cash consideration payable under the bid, including, as the case may be, the lender with regard to any debt financing and the contributors (and their ultimate shareholders or beneficiaries) with regard to any other funding, provided that, for greater certainty, the offer may not be conditional on financing;

(v) it is provided with specific statements concerning the intended treatment of employees, suppliers, customers, existing agreements and contracts, or any other stakeholder which the Proposal Trustee requests the Potential Bidder to specifically address;

(vi) it is provided with a description of any regulatory or other third-party approvals required to complete the proposed transaction(s), the time within which the Potential Bidder expects to receive such approvals, and the actions that the Potential Bidder will take to ensure obtaining such approvals prior to the selection of the Successful Bid(s);

(vii) it includes acknowledgments and representations of the Potential Bidder that (i) it has had an opportunity to conduct any and all due diligence prior to making its bid, (ii) it has relied solely upon its own independent review, investigation and/or inspection in making its bid, and (iii) it does not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory, or otherwise, regarding any aspect of the transaction(s) or the completeness of any information provided or obtained in connection with the SISP, except such minimal representations and warranties as are customary in insolvency transactions, as determined by the Proposal Trustee in its sole discretion, if expressly contemplated in executed transactions documents.

30. Promptly after the Bid Deadline, the Proposal Trustee, in consultation with the Companies and the DIP Lender (subject to paragraph 49 below), shall review and assess all bids received to determine which one(s) constitute Qualified Bids, if any. A participant who submits a Qualified Bid, as determined by the Proposal Trustee, is referred to as a "**Qualified Bidder**".

31. The Proposal Trustee may, in its sole discretion, waive non-compliance with one or more of the Bid Criteria at any time.

32. Any offer which the Proposal Trustee deems, in its sole discretion, not to be a Qualified Bid, shall constitute an "**Excluded Bid**".

Negotiation of Stalking Horse Bid

33. At any time, the Proposal Trustee, in consultation with the Companies, may negotiate with a Potential Bidder or a Qualified Bidder towards a "stalking horse" or "floor" bid in the SISP.

34. If the Proposal Trustee, in consultation with the Companies and the DIP Lender, determines that a Potential Bidder or a Qualified Bidder has put forward an offer that would constitute an appropriate stalking horse bid in the SISP, the Companies shall, if the Proposal Trustee recommends it in its sole discretion, bring a motion to the Court for approval of such bid as the stalking horse bid in the SISP, and for approval of modifications to this SISP reflecting a stalking horse bid structure.

Selection of Successful Bid(s) and Auction

35. At any time, the Proposal Trustee may, in its sole discretion, in consultation with the Companies and the DIP Lender (subject to paragraph 49 below), negotiate with Qualified Bidders; however, the Proposal Trustee shall be under no obligation to negotiate with, or extend similar terms to, any Qualified Bidder.

36. If there are at least two Qualified Bid which target overlapping assets, then the Proposal Trustee may hold and preside over an auction among Qualified Bidders as soon as practicable after the Bid Deadline. Any such auction shall proceed on such terms, including, without limitation, any minimum increment, as the Proposal Trustee deems, in its sole discretion, fair and commercially efficacious. The Proposal Trustee shall provide an outline of the terms of the auction to all Qualified Bidders prior to the beginning of an auction. The Proposal Trustee shall have discretion to dispense with the requirement for an auction.

37. As soon as practicable following the auction, or, if the Proposal Trustee determines that no auction is necessary, as soon as practicable after the Bid Deadline, the Proposal Trustee, in consultation with the Companies, shall select the highest or otherwise best Qualified Bid(s) as the "**Successful Bid(s)**".

38. Upon selection of the Successful Bid(s), the Proposal Trustee shall promptly inform all Qualified Bidders as to whether their bid constitutes a Successful Bid. A Qualified Bidder who submitted a Successful Bid is referred to as a "**Successful Bidder**".

39. All Qualified Bids that are not Successful Bids shall remain open and available for acceptance and selection as a Successful Bid until the Proposal Trustee confirms in writing that all Successful Bid(s) transactions that target overlapping assets have been completed to the satisfaction of the Proposal Trustee.

Transaction Approval Motion Hearing

40. As soon as practicable after selection of the Successful Bid(s), the Companies shall make a motion to the Court for Approval and Vesting Order(s) with respect to Successful Bid(s).

Closing of Successful Bid(s)

41. Upon issuance of an Approval and Vesting Order, the Companies and the applicable Successful Bidder(s) shall complete the transaction(s) contemplated in the Successful Bid(s) with dispatch, and such transaction shall close by no later than ten (10) business days after the issuance of the Approval and Vesting Order.

42. Each Qualified Bid other than the Successful Bid(s) shall be deemed rejected upon the Proposal Trustee confirming in writing that all Successful Bid transactions that target overlapping assets have been completed to the satisfaction of the Proposal Trustee.

Deposits

43. The Proposal Trustee shall retain all Deposit(s) in a non-interest-bearing trust account.

44. Deposits in respect of Successful Bid(s) for which an Approval and Vesting Order is granted ("**Court-Approved Bid(s)**") shall be credited towards the purchase price upon closing of the transactions contemplated thereby.

45. Unless provided otherwise in a final agreement, Deposits in respect of Court-Approved Bids that fail to close shall be forfeited and fully earned by the Companies, as liquidated damages and not as a penalty, if the failure to close is preponderantly attributable to a breach or fault on the part of the Successful Bidder, as determined by the Proposal Trustee in its sole discretion.

46. The Proposal Trustee shall return, without interest:

    (a) all Deposits submitted in respect of Excluded Bids as soon as practicable after the determination of Qualified Bids;

    (b) all Deposits in respect of Qualified Bids that are not Successful Bids immediately upon completion of all Successful Bid(s) transactions that target overlapping assets, as confirmed in writing by the Proposal Trustee; and

    (c) all Deposits in respect of Successful Bid(s) for which no Approval and Vesting Order is granted immediately upon the Companies deciding, in consultation with the applicable Successful Bidder and with the approval of the Proposal Trustee, that no further efforts shall be made to obtain such an Approval and Vesting Order, including any appeal, provided that the failure to obtain an Approval and Vesting Order is not preponderantly attributable to a breach or fault on the part of the Successful Bidder, as determined by the Proposal Trustee in its sole discretion.

Supervision of SISP and Communications During SISP

47. The Proposal Trustee shall generally manage communications and facilitate the delivery of documents and information during the SISP, including, among other things, with respect to due diligence requests.

48. During the SISP, all communications, requests and inquiries regarding the SISP and the Opportunity must be addressed solely to the Proposal Trustee, and not to the Companies. Communications between the Companies and participants in the SISP, directly and indirectly, shall only be permitted to the extent authorized by the Proposal Trustee, in its sole discretion. If a party communicates with the Companies, the Companies shall immediately refer the party to the Proposal Trustee and cease communicating with this party save to the extent authorized by the Proposal Trustee. The Proposal Trustee may, in its sole discretion, exclude from the SISP any participant who attempts to communicate with the Companies or its Representatives rather than the Proposal Trustee, directly or indirectly, without the Proposal Trustee's prior approval.

49. No Insider and no participant in the SISP, nor the DIP Lender despite any provision of this SISP or otherwise, shall be entitled to any information with respect to any other participant in the SISP or their bids or involvement in the SISP save as may be communicated by the Proposal Trustee, in Court materials, or pursuant to the BIA.

50. Paragraph 49 shall cease to apply to an Insider or the DIP Lender, as applicable, upon, and only upon, the occurrence of one of the following:

    (a) the Insider or the DIP Lender, as applicable, provides to the Proposal Trustee a written, signed and irrevocable affirmation that the Insider or the DIP Lender, as applicable, will not submit a bid in the SISP and will not provide any information whatsoever in respect of the SISP, the Companies, or their property, business and affairs, to any third party, together with any further and other agreements and assurances as the Proposal Trustee may, in its sole discretion, require from the Insider;

    (b) all bids submitted by the Insider or the DIP Lender, as applicable, become Excluded Bids;

    (c) no Approval and Vesting Order is obtained in respect of a Successful Bid submitted by the Insider or the DIP Lender, as applicable, and the Companies' decided, with the approval of the Proposal Trustee, that no further efforts shall be made to obtain such an Approval and Vesting Order, including any appeal; or

    (d) all Successful Bid(s) transactions that target overlapping assets with a Qualified Bid submitted by the Insider or the DIP Lender, as applicable, are completed.

51. If it is discovered at any time during the SISP that a Potential Bidder is or involves an Insider who failed to provide the information required in paragraph 23 prior to any involvement in the SISP, that Potential Bidder shall be immediately excluded from any participation in the SISP, and any Qualified Bid submitted by such Insider shall immediately be deemed an Excluded Bid.

Amendments to SISP

52. Except as provided in paragraph 19, the Proposal Trustee may, in consultation with the Companies, make any modification to the SISP that the Proposal Trustee considers appropriate in the circumstances, provided that the Proposal Trustee shall seek Court approval for any modification which the Proposal Trustee considers, in its professional judgment, material.

General

53. The Companies and their principals and employees shall fully cooperate with and follow the instructions of the Proposal Trustee during the SISP, and shall, among other things, promptly provide all information and documents requested by the Proposal Trustee.

54. Other than as specifically set forth in a definitive agreement in writing, the SISP does not, and will not be interpreted to, create any contractual or other relationship among P3, United Edge, LandCo, the Proposal Trustee, any participant in the SISP, or any other party.

55. The Companies and the Proposal Trustee shall not be liable for and will not pay any claim for a brokerage commission, finder's fee or like payment in respect of any transaction completed pursuant to the SISP. Any such claim shall be the sole liability of the applicable bidder(s).

56. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with their participation in the SISP, including without limitation the submission of any bid, due diligence activities, completion of a Successful Bid, preparation for and attendance at Court, and any negotiations or actions whether or not they lead to the consummation of a transaction.

57. All participants in the SISP (including Qualified and Successful Bidder(s)) shall be deemed to have consented to the exclusive jurisdiction of the Court with respect to any matter or dispute related to the SISP, including without limitation with respect to the qualification of bids, the construction and enforcement of the SISP, and the transaction(s) contemplated pursuant to Successful Bid(s).

58. Any approvals required pursuant to the SISP are in addition to, and not in substitution for, any other approval required by the BIA or any other statute or as otherwise required at law in order to implement a transaction.

***

SCHEDULE 'A'

Proposal Trustee Contact Information

Contact	Contact Information
Albert Gelman Inc. 250 Ferrand Dr., Suite 403 Toronto, Ontario M3C 3G8 **The Proposal Trustee**	**Chris Rowe** (416) 504-1650, ext 135 crowe@albertgelman.com

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. O/A UNITED EDGE STRUCTURAL COMPONENTS

Court File No.: BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Ottawa

ORDER

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IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. O/A UNITED EDGE STRUCTURAL COMPONENTS

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C

THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF

DYLAN SLITER

SWORN before me this 4th day of June, 2025.

Signed by:
Joel Turgeon
F7A1640D707E47C...

A Commissioner, etc.

Court File No. BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. O/A UNITED EDGE STRUCTURAL COMPONENTS

AFFIDAVIT OF DYLAN SLITER
(sworn April 3, 2025)

I, **DYLAN SLITER**, of the Town of Smith Falls, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am the President of 11449346 Canada Inc. o/a P3 Panel Company ("**P3**") and an Officer of 12574764 Canada Ltd. o/a United Edge Structural Components ("**United Edge**", and, together with P3, the "**Companies**"). I am an entrepreneur and was involved in several businesses in the construction industry since 2007. I have been involved with the Companies since their inception in June 2019 for P3 and December 2022 for United Edge, and I am P3's President since October 2021. Accordingly, I have personal knowledge of the matters set out below. Where I state a fact based on information or belief, I state the source of my information or belief and I verily believe it true.

I. RELIEF SOUGHT ON THIS MOTION

2. I swear this affidavit in support of the Companies' motion for an order in the form appended at **tab 3** of the Companies' motion record (the "**Draft Order**"), that, among other things:

a. approves and authorizes the Companies to borrow up to $1 million under an interim financing credit facility (the "**Interim Financing Facility**") advanced by Phoenix Building Components Inc. (the "**Interim Lender**") on the terms set out in the interim financing term sheet entered into and dated April 2, 2025 (the "**Interim Financing Term Sheet**"), in order to finance, to the extent necessary, the Companies' normal course operations, the professional and other costs of the restructuring process – including, without limitation, a contemplated sale and investment solicitation process ("**SISP**") – and the completion of any transaction pursuant to the SISP, among other things;

b. grants the following charges (together, the "**Charges**") over the Companies' current and future assets, properties and undertakings (collectively, the "**Property**"), ranking in priority to all security interest, deemed trusts and other encumbrances, and having the following order of priority between them:

i. first, a charge (the "**Administration Charge**") in the maximum amount of $250,000 as security for the Companies' payment of the professional fees and disbursements of Albert Gelman Inc., in its capacity as the Companies' proposal trustee (in such capacity, the "**Proposal Trustee**"), counsel to the Proposal Trustee (if any), and counsel to the Companies; and

ii. second, a charge (the "**Interim Financing Charge**") in the maximum amount of $1 million as security for the Company's obligations to the Interim Lender under the Interim Financing Term Sheet;

c. authorizes but does not require the Companies to pay, with the prior approval of the Proposal Trustee and the Interim Lender, amounts owing to certain critical suppliers identified in the Draft Order ("**Specified Critical Suppliers**") on account of obligations pre-dating the Companies' notices of intention to make a proposal ("**NOI**") for goods and services supplied to the Companies, but only if, in the opinion of the Proposal Trustee upon consultation with the Companies and the Interim Lender, such goods and services are essential, and such payment is necessary, to avoid disruption to the business or loss of value in the restructuring; and

d. administratively (and not substantively) consolidates the Companies' NOI proceedings, which is intended to avoid duplication, streamline the administration of the NOI proceedings, lower professional costs, and simplify access to information for stakeholders, including, among other things, by allowing consolidated notices to creditors, consolidated reports to creditors and the Court, consolidated mailings, and consolidated pleadings.

3. I am informed by counsel for the Companies and by the Proposal Trustee that the Draft Order is, with respect to the Charges, based in form and substance on the Ontario Superior Court Model Orders. A comparison between the Charge provisions of the Draft Order and the charge provisions of the Model Orders is included at **tab 4** of the Companies' motion record.

II. RELIEF SOUGHT ON UPCOMING MOTION

4. Provided the relief sought on this motion is granted, the Companies intend to bring, within the next two weeks, a further motion to the Court (the "**Upcoming Motion**") for an order, *inter alia*:

a. approving and authorizing the Companies and the Proposal Trustee to perform a SISP pursuant to which the Proposal Trustee shall, with the assistance of the Companies, canvass the market for sale, investment, recapitalization, restructuring, refinancing or reorganization offers, or any combination of the foregoing, with respect to all or part of the property, assets, business and/or shareholding of P3 and/or United Edge; and

b. extending the time for the Companies to file a proposal to creditors by 45 days, during which time the Proposal Trustee and the Companies shall perform the SISP and return to Court for a further extension of time and, if possible, for the Court's approval of the successful bid(s), if any.

5. The Companies and the Proposal Trustee have developed the SISP terms, which are being reviewed by the Interim Lender and are expected to be finalized shortly.

6. The Companies are also pursuing discussions with the Interim Lender and other interested parties towards a potential stalking horse or "floor" bid in the SISP. If a stalking horse bid is agreed to (subject to Court approval) prior to the Upcoming Motion, the Companies intend to seek the Court's approval of the stalking horse agreement for purposes of constituting the "floor" bid in the SISP – it being understood that the Companies and the Proposal Trustee shall, at the conclusion of

the SISP, bring a further motion for the Court's approval of the transactions contemplated in the stalking horse bid or any other successful bid(s) before any transaction is completed.

III. COMPANIES' STRUCTURE AND BUSINESS

a. Corporate Structure

7. P3 and United Edge are corporations incorporated pursuant to the *Canada Business Corporations Act*. P3 and United Edge's registered offices are located at 123 Poonamalie Road in Smith Falls and 15 Lillico Drive in Ottawa, respectively. Corporation profile reports for each of P3 and United Edge are appended as **Exhibit "A"** hereto.

8. United Edge is the general partner under a limited partnership agreement (the "**LPA**") with several investors (collectively, the "**Limited Partners**"). Under the LPA, control over the limited partnership's affairs and assets is generally vested in United Edge as the general partner, and any Limited Partners' entitlement to dividends or right to recovery (including any payment on account of loans advanced by the Limited Partners to United Edge) are subordinate to prior satisfaction in full of all other creditor claims and debts. At this stage, given the Companies' third party debt, it appears unlikely that Limited Partners have any economic interest in the Companies or will receive any distribution. A copy of the LPA is appended as **Exhibit "B"** hereto.

b. LandCo

9. The land and buildings in which the Companies' facilities are located, municipally known as 123 Poonamalie Road, in Smith Falls (the "**Land**"), are owned by 9695443 Canada Inc. ("**LandCo**"). A copy of a parcel register for the Land is appended as **Exhibit "C"** hereto.

10. LandCo is related to the Companies through partly common management and ownership. LandCo, however, has a distinct set of creditors with no overlap over the Companies'. In particular, LandCo's most significant creditor is Desjardins, who holds a mortgage on the Land, but Desjardins is not a creditor of the Companies.

11. LandCo leases the Land to the Companies under a lease agreement dated December 1, 2022. Given their financial challenges, the Companies are not currently paying rent under the lease and have not for several months. LandCo has no further operations.

12. At this stage, LandCo may not be insolvent and has not filed an NOI or commenced any insolvency proceeding. It is not currently anticipated that creditor claims against LandCo will be compromised, whether as part of the Companies' NOI proceedings or otherwise.

13. As will be more fully discussed in connection with the Upcoming Motion, the contemplated SISP includes an opportunity for interested parties to conduct due diligence for acquiring the Land. This is expected to increase market interest and the likelihood of a viable transaction emerging from the SISP, because the Companies expect that interested parties may be more interested in acquiring the Companies' assets or business if they may also acquire the Land as part of coordinated transactions.

c. The Companies' Business

14. The Companies operate an integrated business specializing in the design, manufacturing and installation of innovative, state-of-the-art prefabricated wall, floor and roof systems for homes, garages, condo & apartment buildings and other construction projects, including new builds and improvement projects.

15. Among other things, the Companies operate a state-of-the-art manufacturing facility located in Smith Falls, Ontario, where the Companies manufacture custom wall panels, roof trusses, and floor joist systems using proprietary designs, cutting-edge technology, and advanced equipment. The Companies' facility and expertise allow them to offer bespoke, turnkey systems for owners, builders, land developers, general contractors, engineers, and architects, among others.

16. Amongst the Companies, P3 and United Edge own and operate the equipment, vehicles, tools and intellectual property related to the fabrication of, respectively, panels and trusses. P3's business launched in the Summer 2019. United Edge was later incorporated in December 2022 to support P3's existing and growing business with a new, custom truss fabrication line. P3 remains United Edge's largest customer, but United Edge expanded its operations and now has customers of its own.

17. The Companies' business advances Ontario's plan for more affordable housing and increased housing supply, including in furtherance of the *More Homes Built Faster Act, 2022*. In particular, the Companies' made-to-measure systems streamline building processes and enable precise quality control for residential projects, leading to homes being built faster and at a lower cost.

18. Sustainability is at the heart of the Companies' operations. The Companies adhere to strict standards to effectively reduce waste and lower the industry's carbon footprint. The Companies are also committed to using 100% Canadian lumber and eco-friendly, recycled materials.

d. Customers

19. The Companies' key customers include, among others, owners, builders, land developers and general contractors throughout Ontario and Western Quebec.

20. The Companies are currently involved in approximately 15 ongoing new build and improvement projects. On each project, the Companies provide critical products and services pursuant to consulting, supply, and subtrade or sub-subtrade contracts, among others.

21. The Companies have a healthy pipeline of work based on existing contracts for jobs that will start in the near term. Provided the Companies remain in operation, the Companies anticipate those contracts to generate significant revenue.

e. Suppliers

22. The Companies procure goods and services from several suppliers in Ontario, Quebec, the rest of Canada, and the United States. Key suppliers include lumberyard owner-operators, specialized software licensors, waste management service providers, custom metal hardware manufacturers, consumables distributors, installation specialists, and industrial design firms.

f. Subcontractors

23. As part of their business, the Companies employ subcontractors. In the Fall of 2024, the Companies had 24 subcontractors employing a total of more than 140 workers. Presently, the Companies subcontract work to 11 subcontractors who employ approximately 62 workers.

g. Employees

24. The Companies directly employ 61 full-time employees and 4 part-time employees. Employees are involved in manufacturing, sales, marketing, operations, delivery, accounting, bookkeeping, and management, among other things. The Companies also have mobile teams that provide services directly on jobsites, such as consulting, installation, inspection, repairs, and warranty work, among other things.

h. The Companies Are Key Contributors to the Smith Falls and Rideau Lakes Economy

25. Smith Falls and Rideau Lakes are small townships near Ottawa, Ontario. Based on the latest census data from 2021, each township is home to approximately 10,000 residents, with a median total income of approximately $40,000.

26. The Companies are a large employer in the region, and they take pride and attention in supporting local business. The economic ripple effects from the Companies' activities, including in terms of indirect employment and local-government tax revenues, are significant.

27. Most of the Companies' goods and services are procured from small-sized and family-owned businesses in the Smith Falls and Rideau Lakes community, including suppliers of tools, wood, construction supplies, and construction consumables such as lumberyards, construction department stores, independent suppliers, and others.

28. Over the last two and a half years, I estimate that the Companies have reinjected approximately $11 million in the Smith Falls and Rideau Lakes economy, through payroll

(approximately $3 million), goods and services purchased (approximately $5 million), and taxes paid (approximately $3 million).

IV. FINANCIAL POSITION OF THE COMPANIES

29. The key assets and liabilities of each of P3 and United Edge are summarized below.

a. P3

i. Assets

30. Based on P3's latest internal balance sheet, current as of December 2024 (the "**P3 BS**"), the total value of P3's assets as of December 31, 2024 was $6,221,698, comprised of cash ($19,447), accounts receivable ($2,983,484), inventory ($853,485), prepaid expenses ($25,892), property & equipment ($2,094,717), investments ($50,000), and intangible assets ($194,673). The Companies intend to update the P3 BS as part of the materials on the Upcoming Motion and for due diligence in the SISP. A copy of the P3 BS is appended as **Exhibit "D"** hereto.

ii. Key Liabilities

31. P3 owes approximately $10,569,894.44 to its creditors. The list of P3's creditors with amounts due, as included in the creditor mailing package delivered in connection with its NOI, is appended as **Exhibit "E"** hereto.

32. Key liabilities of P3 include, *inter alia*, source deductions (approximately $408,000), ordinary course accounts payable, including supplier payables (approximately $7.5 million), long-term debt (approximately $168,000), capital lease obligations (approximately $664,000), a Canada Emergency Business Account loan balance ($40,000), and shareholder loans (approximately $1 million). P3 owes no amount on account of harmonized sales tax/goods and services tax.

33. The Companies' key secured creditors comprise equipment and vehicle lessors who were granted security interests over the specific vehicles and equipment financed. All secured parties under registrations made against the Companies in the Ontario Personal Property Registry were served with the Companies' motion materials. Searches in the Ontario Personal Property Registry for the Companies are appended as **Exhibit "F"** hereto.

34. It appears that 1394894 Ontario Inc., who had made no registrations against any of the Companies prior to March 2025, purported to "amend" a registration as of March 6, 2025 purporting to retroactively create a registration dated December 4, 2020 against P3. The Companies expressly do not recognize or admit in any respects the validity or enforceability of this amendment, this registration, any debt to that entity, and any security interest of that entity, or the rank thereof, among other things, and the Companies reserve all of their rights in every respect. If this becomes an issue in any way, it shall be resolved with the assistance of the Proposal Trustee and with recourse to the Court if necessary.

b. United Edge

i. Assets

35. Based on United Edge's latest financial information report for the financial year ended December 31, 2024 (the "**UE 2024 FI**"), prepared by Emblyn Professional Corporation, the total value of United Edge's assets as of December 31, 2024 was $3,847,731, comprised of cash ($149,780), accounts receivable ($1,062,981), inventory ($943,239), prepaid expenses ($12,588), and property & equipment ($1,679,143).

36. United Edge's property and equipment is comprised of the following net book values (including accumulated amortization): leasehold improvements ($51,847), vehicles ($275,451), small tools ($473), computer equipment ($5,273), furniture and fixtures ($6,708), and machinery & equipment ($1,339,391).

37. A copy of the UE 2024 FI is appended as **Exhibit "G"** hereto.

ii. Key Liabilities and Creditors

38. United Edge owes approximately $2,619,095.43 to its creditors. The list of United Edge's creditors with amounts due, as included in the creditor mailing package delivered in connection with its NOI, is appended as **Exhibit "H"** hereto.

39. Key liabilities of United Edge include, *inter alia*, ordinary course accounts payable, including supplier payables (approximately $1 million), long-term debt (approximately $92,000), and capital lease obligations (approximately $1.15 million). United Edge is not in default to remit any source deductions. United Edge owes approximately $48,000 on account of harmonized sales tax/goods and services tax, but is entitled to a credit of approximately $65,000 on account of a prior overpayment to Canada Revenue Agency.

40. Like P3, United Edge's key secured creditors comprise equipment and vehicle lessors who were granted security interests over the specific vehicles and equipment financed. All secured parties under registrations made against the Companies in the Ontario Personal Property Registry were served with the Companies' motion materials. Searches in the Ontario Personal Property Registry for the Companies are appended as Exhibit "F" hereto.

V. KEY CONTRIBUTORS TO FINANCIAL CHALLENGES

a. Rapid Expansion

41. The Companies' business grew rapidly since launch. Gross revenue increased from approximately $233,000 in 2019 to approximately $19 million in 2024, and the number of jobsites on which the Companies are involved increased from 9 in 2019 to approximately 50 in 2024.

42. While growth is typically synonymous with success, the Companies' expansion was unexpectedly rapid and was not implemented pursuant to a comprehensive long-term plan, creating the conditions for some of the issues now faced.

43. Among other things, the Companies entered into several customer and supplier contracts without the benefit of thorough negotiations, legal advice or appropriate long-term protections, leading to some unfavourable agreements. The Companies also occasionally had to acquire the resources necessary to meet the consistently increasing demand in an expedited manner, leading to issues of duplication, resource allocation, and efficiency. Lastly, the Companies' short-term focus concentrated resources away from the development of appropriate performance indicators and other performance monitoring and management tools. This made it difficult to identify potential issues in real time.

44. In hindsight, the Companies were between a rock and a hard place. On one hand, an overly conservative approach could have slowed growth and revenue generation. On the other hand, the Companies' startup resources were stretched thin and there was often not enough time to carefully lay down appropriate steps and safeguards for controlled growth.

45. While the business continued to be profitable, the Companies' rapid expansion was, in hindsight, making the Companies vulnerable to the market fluctuations recently experienced, including inflation, unexpected shortfalls, difficulties in raising capital, and tariffs, as discussed below.

b. Inflation and Rising Costs of Operation

46. Inflation in the prices of lumber and construction materials continues to be a challenge in the Canadian construction industry, particularly for businesses operating away from large economic centres, like the Companies in Smith Falls.

47. Inflation causes problems with, among other things, fixed-price contracts, as the Companies suffer the risks and losses of rising costs. Margins on fixed-price contracts shrunk and are down to negative 30% (-30%) on certain contracts.

48. The Companies are working on a new model for future customer contracts that will include "safety valves" to mitigate unforeseen increases in costs. However, the situation remains that under certain ongoing contracts, the Companies' profit margin has shrunk or disappeared due to inflation.

c. Unexpected $1 Million Shortfall on Large Contract

49. In 2024, the Companies entered into their largest contract to date, valued at about $7 million and involving the construction of four buildings in Kitchener, Ontario. By late 2024, several issues with the project had snowballed. The client decided to terminate several contracts, including the Companies', after work concluded on two of the four buildings.

50. Upon termination, the client applied a deposit against the Companies' December invoice, and applied several chargebacks against January invoices. This created a shortfall of approximately $1 million in expected revenues.

51. The Companies are evaluating legal options. However, the lost revenue on this contract is a substantial contributor to the Companies' financial challenges.

d. Tariffs

52. Tariffs and the threats of tariffs from the United States have had a significant chilling impact on the Canadian construction industry. The Companies notice a decrease in demand for new jobs as owners are hesitant to commence new projects given the uncertainty that tariffs create as to the cost and availability of goods and supplies. While the situation continues to evolve, tariff threats are likely having a negative impact on the Companies' bottom line already.

e. Inability to Raise Capital

53. In March 2024, the Companies were in discussions with investor groups towards a potential investment or share purchase transaction, which the Companies expected would improve their financial position. However, terms could not be reached and no transaction occurred.

54. In the last quarter of 2024, the Companies determined that a $3 million injection would enable the Companies to implement restructuring strategies including, among other things, absorbing temporary losses until completion of the work under unprofitable fixed-cost contracts, reorganizing parts of the Companies' operations, and creating new models for go-forward contracts, with the intent to make a formal financial restructuring unnecessary.

55. The Companies could not achieve their investment goal. The Companies' financial position, coupled with prevailing market conditions, were unfavourable to raising capital.

56. Recently, in and around January 2025, a related-party investor approached the Companies with the intent to invest $2 million by way of equity. In February 2025, the potential investor advised he was backing down, citing tariff threats. The Companies went back to the drawing board and expanded significant efforts to raise capital, but no transaction could be entered into in time to prevent the current liquidity crisis.

VI. PRE-FILING RESTRUCTURING INITIATIVES

57. The Companies have been actively developing and implementing restructuring initiatives in good faith and with due diligence, particularly since February 2025, when the related-party investor backtracked on his intention to invest. Among other key initiatives, the Companies have:

a. retained restructuring counsel and a licensed insolvency trustee for advice and recommendations on potential restructuring solutions;

b. generally corresponded with stakeholders, and addressed creditor inquiries, directly as well as through counsel;

c. compiled a list of creditors for both Companies, together with amounts owing, with the assistance of the Proposal Trustee;

d. prepared the Cashflow Forecasts (as defined below) with the assistance of the Proposal Trustee;

e. continued to operate the business in the normal course, including timely performance of work on jobsites and deliveries to customers;

f. pursued and collected accounts receivable, including, where appropriate, making demands and negotiating prompt payments with debtors;

g. protected their interest through the registration of construction liens where necessary and appropriate;

h. compiled due diligence materials in a virtual data room, drafted a form of non-disclosure agreement ("**NDA**"), privately canvassed known potentially interested parties for investment, sale, refinancing and recapitalization transactions, and provided data room access to potentially interested parties who signed NDAs ("**Known Interested Parties**");

i. negotiated and procured the Interim Financing Facility, subject to approval of the Court; and

j. explored potential transaction opportunities with Known Interested Parties, including towards a potential stalking horse transaction.

VII. URGENT LIQUIDITY CRISIS

58. The Companies are insolvent and are facing an urgent liquidity crisis. Unless the Companies access interim financing, the Companies will run out of funds on or before April 11, 2025 and will not be able to make payroll this week.

59. A copy of the Companies' 13-week cashflow forecasts, prepared with the assistance of the Proposal Trustee (the "**Cashflow Forecasts**"), is appended as **Exhibit "I"** hereto.

60. As evidenced by the Cashflow Forecasts, without access to the Interim Financing Facility, the Companies will be unable to meet their normal course obligations and would need to shut down operations, stop work on jobsites, and lay off employees. This would have adverse effects for all stakeholders, as described below.

VIII. MATERIAL ADVERSE EFFECTS OF ANY SHUTDOWN

a. Loss of Employment and Increased Costs & Delays for Owners and Trades

61. A shutdown of activities, even for a short period, would be detrimental to employees, customers, and jobsite trades, who rely on the Companies. Among other things, employees would face unemployment, upstream trades would have to scramble to secure alternative providers (if any), and downstream trades work could stall.

62. A sudden shutdown of the Companies' activities would result in disruption, delays and increased costs for owners and parties along the trade chain. In contrast, a restructuring or transaction may preserve employment and protect the interest of owners and trades.

b. Loss of Business for Local Suppliers

63. A shutdown of the Companies' business would result in losses for many local suppliers, as the Companies are a key customer of many businesses in the Smith Falls and Rideau Lakes area. A restructuring or going-concern transaction, however, may preserve those business relationships.

c. Difficulty of Restarting Operations

64. A shutdown of activities, even temporary, would also likely cause irreparable damage to the Companies' business, because it would be challenging, if possible, to restart operations.

65. Owners, general contractors and upstream trades are expected to secure alternative providers after the initial disruption; employees are likely to seek alternative employment, with some relocating away from Smith Falls to do so; the Companies' reputation and goodwill will be tarnished; and counterparties will likely consider contracts breached and terminated. Accordingly, a temporary shutdown or a bankruptcy would likely prevent any viable going-concern restructuring or transaction.

d. Loss of Going-Concern Value

66. Perhaps the most significant adverse effect of an operational shutdown is the loss of going-concern value.

67. Prior to these proceedings, the Companies were approached by potential purchasers and investors and implemented private marketing efforts to solicit interest in sale, investment and refinancing transactions, potentially including a "stalking horse" transaction for a SISP.

68. While no transaction could be completed before the Companies' liquidity crisis required urgent interim financing, the Companies' management strongly believes, pursuant to discussions with potentially interested parties, that the Companies are likely worth more as a going-concern business than the value of their assets on a forced liquidation basis.

69. All parties approached during the initial marketing efforts expressed interest in the value of ongoing contracts, accounts receivable, the workforce, the brand recognition, the pipeline of work, the company culture, tax attributes, and other intangible going-concern assets that will likely be eroded or disappear if the Companies stopped operating, even temporarily. That value could be

preserved pursuant to a going-concern restructuring or transaction, but would erode or disappear in bankruptcy.

IX. RESTRUCTURING PLAN

70. The Companies' restructuring plan is to employ the Interim Financing Facility to continue operations in the normal course and pursue a comprehensive going-concern transaction pursuant to the SISP. The Companies then intend to apply the value realized through such transaction by making a distribution or a viable proposal to their creditors.

71. The relief sought on this motion lays the groundwork for the Companies to implement the restructuring plan, centred around the SISP. Each prong of the relief, namely the approval of the Interim Financing Facility, the creation of the Charges, the authorization to pay pre-filing debt to Specified Critical Suppliers, and administrative consolidation, is discussed in more detail below.

X. RELIEF SOUGHT

a. Approval of Interim Financing Facility and Interim Financing Charge

i. Key Terms of Interim Financing Facility

72. On this motion, the Companies seek an order approving the Interim Financing Term Sheet, authorizing the Companies to borrow up to the maximum capital amount of $1 million under the Interim Financing Facility, and creating an Interim Financing Charge in the maximum amount of $1 million.

73. The Cashflow Forecasts demonstrate that the Companies require approximately $950,000 in interim financing over the next 13 weeks. Such cash injection is necessary to allow the Companies to continue operating their business in the normal course, enable the SISP, and

complete a potential transaction or proposal. The funds will be used for, *inter alia*, payroll, supplier payments, ordinary course business expenses, and professional fees, in accordance with the Cashflow Forecasts and the Interim Financing Term Sheet.

74. Of the total interim financing amount, $650,000 is urgently required during the first two weeks of these NOI proceedings to allow the Companies to, among other things, procure critical supplies (including, without limitation, from Specified Critical Suppliers) to complete work under contracts and to generate revenue. The Companies expect to generate cash receipts of approximately $900,000 in the week of April 15, 2025 if necessary supplies are secured.

75. Significant amounts of work and revenue were deferred over the last weeks due to the Companies' financial challenges preventing them from procuring necessary supplies. As such, the Interim Financing Facility is critical to enable to Companies to generate cash flow at the outset of this restructuring process.

76. The Companies canvassed Known Interested Parties during their pre-filing marketing efforts for interest in providing interim financing. The Interim Lender was amongst parties interested. The Companies entered into negotiations with the Interim Lender and procured an interim financing commitment on terms which the Companies believe are fair and reasonable. Such terms are set out in the Interim Financing Term Sheet, of which a copy is appended as **Exhibit "J"** hereto.

77. The key terms of the Interim Financing Term Sheet are summarized below.

a. Nature of facility – Term revolving facility.

b. Maximum principal amount – CDN $1 million.

c. Interest rate – 9.99% *per annum.*

d. Commitment fee – 3% of maximum amount (i.e. $30,000)

e. Funding Conditions – Court order approving the Interim Financing Term Sheet and granting the Interim Lender's Charge.

f. Lender's expenses – $10,000 payable to the Interim Lender on account of professional fees incurred by the Interim Lender in connection with the Interim Financing Term Sheet.

g. Key borrowers' covenants – To comply with the BIA and Court orders, to use Interim Financing funds in accordance with the Cashflow Forecasts, and to pursue a restructuring with due diligence and good faith with transparency to the Interim Lender, subject to any order of the Court about the provision of information during a sale and investment solicitation process where the Interim Lender puts forward a bid or considers doing so. This carveout protects the integrity of the SISP by ensuring that the Interim Lender does not get information about competing bids if the Interim Lender participates in the SISP.

h. Expiration – In the event the Court does not issue the Draft Order by April 11, 2025, the Interim Financing Term Sheet shall be null and void.

ii. The Interim Financing Term Sheet Should Be Approved and the Interim Financing Charge Should Be Granted

78. The Companies believe that the Court should approve the Interim Financing Term Sheet, and grant the Interim Financing Charge, for the below reasons, among others:

a. the Companies, in consultation with restructuring advisors and the Proposal Trustee, believe that the terms of the Interim Financing Term Sheet are fair and reasonable in the circumstances, and are within current market norms for similar facilities;

b. the Interim Financing Term Sheet represents the best interim financing arrangement available to the Companies, given time constraints as well as the Companies' collateralization options which do not include "Grade 'A'" collateral such as unencumbered land – it being understood that LandCo owns the Land which is subject to a mortgage in favour of Desjardins;

c. the Interim Financing Facility is expected to provide sufficient liquidity to allow the Companies to complete the SISP and implement a transaction while preserving going-concern operations and keeping current on ordinary course obligations in accordance with the Cashflow Forecasts;

d. the Interim Financing Facility is expected to provide stability and reassurance to stakeholders, including employees and suppliers, which is key to stabilize the business and ensure a consistent flow of supplies;

e. advances under the Interim Financing Facility are urgently required to allow the Companies to procure critical supplies to complete work under contracts and generate

expected cash receipts of approximately $900,000 within the first weeks of these NOI proceedings;

f. given the Companies' financial position, advances under the Interim Financing Facility are conditional on the Court granting the Interim Financing Charge. But for the Interim Financing Charge, the Interim Lender will not fund. This would lead to a shutdown of operation and a likely bankruptcy, which would be detrimental to stakeholders;

g. the Interim Financing Charge sought is in the maximum amount of $1 million. The actual priority of the Interim Financing Charge will be commensurate with advances actually made; and

h. I understand that the Proposal Trustee supports the Court's approval of the Interim Financing Facility and the Interim Financing Charge.

79. For those reasons, the Companies respectfully submit that the Court should approve the Interim Financing Term Sheet and grant the Interim Financing Charge.

b. Administration Charge

80. The Companies require an order granting an Administration Charge in the maximum amount of $250,000 as security for payment of the fees and disbursements of the Proposal Trustee and counsel for the Companies (together, the "**Retained Professionals**"), as well as counsel for the Proposal Trustee, if any (collectively with the Retained Professionals, the "**Professionals**").

81. The proposed Administration Charge ranks first on the Property, ahead of all security interest, deemed trusts and other encumbrances, including the Interim Financing Charge.

82. I understand that, at this time, the Proposal Trustee has not considered it necessary to retain independent legal counsel, including in consideration of increased professional fees. However, I understand that the Proposal Trustee intends to retain independent legal counsel to assist the Proposal Trustee in connection with the SISP, among other things.

83. The Companies believe that the Court should grant the Administration Charge, including for the following reasons, among others:

a. given the Companies' cashflow and outstanding obligations, the Retained Professionals indicated that they are not prepared to work on an accrual basis without appropriate security. The Companies do not have sufficient liquidity to provide such security by way of appropriate retainer deposits. Accordingly, the Retained Professionals require the Administration Charge. The Companies believe this is understandable and reasonable in the circumstances;

b. no restructuring would be possible without the engagement of the Professionals. The Companies' restructuring is a complex undertaking for which the Companies and the Proposal Trustee require legal advice, including to navigate legal issues that may arise in the SISP, to prepare and attend Court hearings (such as this motion, the Upcoming Motion, and a further motion for an approval and vesting order following completion of the SISP), to implement a restructuring plan, and to complete a transaction pursuant to the SISP, among other things;

c. the Professionals will contribute significant value to stakeholders by enabling a restructuring process;

d. the involvement of the Professionals is expected to bring stability and relieve some of the pressure currently borne by management and key personnel;

e. the presence of the Professionals will ensure that stakeholder concerns and inquiries are considered in an appropriate and timely manner, which will in turn allow the Companies to focus resources on business operations;

f. the Professionals have discrete roles, and there is no unnecessary overlap;

g. the Companies worked with the Proposal Trustee to determine the quantum of the Administration Charge. Based on those discussions, the Companies believe that the quantum of the Administration Charge is fair and reasonable in the circumstances because it is commensurate with the expected complexity of the Companies' business and restructuring plan; and

h. the Interim Lender consents to the Administration Charge, as set out in the Interim Financing Term Sheet.

84. For those reasons, the Companies believe that it is appropriate for the Court to grant the Administration Charge.

c. Payments to Specified Critical Suppliers

85. As part of the Draft Order, the Companies seek the Court's authorization to pay, with the prior approval of the Proposal Trustee and the Interim Lender, amounts owing to Specified Critical Suppliers on account of obligations pre-dating the NOIs for goods and services supplied to the Companies, but only if, in the opinion of the Proposal Trustee upon consultation with the

Companies and the Interim Lender, such goods and services are essential, and such payment is necessary, to avoid disruption to the business or loss of value in the restructuring.

86. The Companies require this relief to have the flexibility to negotiate with Specified Critical Suppliers, including with respect to pre-filing amounts, to ensure a continuous flow of critical supplies, as further discussed below.

i. Built-In Restrictions

87. The Draft Order includes appropriate restrictions ensuring that the use of this "safety valve" remains exceptional and appropriate. Such restrictions include:

a. a limited list of Specified Critical Suppliers, curated by the Companies with the assistance of the Proposal Trustee, applying a high threshold;

b. a requirement for prior approval of the Proposal Trustee and Interim Lender;

c. a requirement that payment be for goods and services actually supplied;

d. a requirement that the goods and services be essential, as determined by the Proposal Trustee and Interim Lender; and

e. a requirement that the payment be necessary to avoid disruption or loss of value, as determined by the Proposal Trustee and Interim Lender.

88. This last condition requires that pre-filing amounts shall only be paid if the payment can be reasonably expected to generate or preserve value for creditors, meaning that the payment must be reasonably linked to revenues and be reasonably expected to have a net-neutral or net-positive

cash flow impact, as determined by the Proposal Trustee and the Interim Lender in consultation with the Companies.

ii. This Relief Is Necessary and Appropriate

89. The Companies are particularly dependent on the Specified Critical Suppliers for critical goods and services. There are no viable alternatives from which the Companies could secure equivalent goods and services in a timely or cost-effective manner. Key reasons for this include, among others, the cutting-edge nature of the Companies' business and the fact that the Companies operate in a smaller town, away from large financial centres such as Toronto or Montreal.

90. For those reasons, it is either that (i) there are no alternative suppliers that can dependably deliver goods to the Companies' Smith Falls facilities – including, for example, specialized hardware components; (ii) there are no alternative suppliers known to the Companies at all – this applies, for example, to software licenses for the automation of machines involved in fabrication; or (iii) changing suppliers would require a significant rework of the Companies' production and supply chain – this applies, for example, to supply chain management software as well as materials or hardware with unique specifications. An interruption in supply from Specified Critical Suppliers would therefore have a material adverse impact and could impede or prevent a viable restructuring.

91. The Companies require flexibility to negotiate with Specified Critical Suppliers, including with respect to pre-filing amounts, to ensure a continuous flow of critical supplies. Notwithstanding that flexibility, the Companies only intend to pay pre-filing amounts if necessary and expected to preserve or increase value for creditors. All anticipated payments to Specified

Critical Suppliers are reflected in the Cashflow Forecasts and included in the calculation of interim financing needs.

92. I understand that the Proposal Trustee supports that this relief is necessary and appropriate.

93. For those reasons, the Companies included this provision as part of the Draft Order.

d. Administrative Consolidation

94. As part of the Draft Order, the Companies ask the Court to administratively (and not substantively) consolidate the Companies' NOI proceedings.

95. Administrative consolidation is intended to avoid duplication in administrative steps, streamline the administration of the NOI proceedings, lower professional costs, and simplify the review of information for stakeholders, among other things.

96. The Draft Order provides, *inter alia*, that the Proposal Trustee will be allowed to send notices to creditors of both Companies pursuant to a consolidated notice, rather than having to draft and send distinct notices. The Draft Order also provides that the Proposal Trustee will be allowed to issue consolidated reports to creditors and the Court rather than having to draft and issue distinct reports.

97. The Draft Order also provides that the Companies and any other party who files pleadings in the consolidated Court file shall be deemed to have done so in both Court files. This will avoid duplication of service and filing costs and facilitate the process for the Companies, stakeholders, and the Court.

98. Given that the Companies operate a single integrated business, separate mailings, reports and pleadings provide no advantage and would be potentially confusing. The Companies believe that administrative consolidation is appropriate. I understand that the Proposal Trustee supports the administrative consolidation.

SWORN BEFORE ME: in person ☐ by video conference

at the City of Ottawa, in the Province of Ontario this 3rd day of April, 2025.

Signed by: Joël Turgeon F7A1640D707E47C...

Signature of Commissioner *(or as may be)*

Signed by: AD741FF940E44A8...

Dylan Sliter

D

THIS IS EXHIBIT "D" TO THE AFFIDAVIT OF

DYLAN SLITER

SWORN before me this 4th day of June, 2025.

Signed by:
Joel Turgeon
F7A1640D707E47C...

A Commissioner, etc.

Court File No. BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. O/A UNITED EDGE STRUCTURAL COMPONENTS

AFFIDAVIT OF DYLAN SLITER
(sworn April 22, 2025)

I, **DYLAN SLITER**, of the Town of Smith Falls, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am the President of 11449346 Canada Inc. o/a P3 Panel Company ("**P3**") and an Officer of 12574764 Canada Ltd. o/a United Edge Structural Components ("**United Edge**", and, together with P3, the "**Companies**"). I am an entrepreneur and was involved in several businesses in the construction industry since 2007. I have been involved with the Companies since their inception in June 2019 for P3 and December 2022 for United Edge, and I am P3's President since October 2021. Accordingly, I have personal knowledge of the matters set out below. Where I state a fact based on information or belief, I state the source of my information or belief and I verily believe it true.

I. RELIEF SOUGHT ON THIS MOTION

2. I swear this affidavit in support of the Companies' motion for an order in the form appended at **tab 3** of the Companies' motion record (the "**Draft SISP Order**"), that, among other things:

a. approves the terms of a sale and investment solicitation process appended at **Schedule "A"** to the Draft SISP Order (the "**SISP**"), and authorizes and directs Albert Gelman Inc., in its capacity as the Companies' proposal trustee (in such capacity, the "**Proposal Trustee**"), to complete the SISP with the assistance of the Companies;

b. extends the time for the Companies to file proposals to creditors by 45 days, to and including June 18, 2025; and

c. approves the first report of the Proposal Trustee dated April 7, 2025 (the "**First Report**"), the second report of the Proposal Trustee delivered in connection with this motion (the "**Second Report**"), and the activities of the Proposal Trustee set out therein.

II. BACKGROUND

3. On April 3, 2025, the Companies each filed a notice of intention to make a proposal to creditors ("**NOIs**").

4. On April 10, 2025, this Honourable Court granted an order (the "**April 10 Order**"), among other things (capitalized terms are defined in the April 10 Order):

a. approving the Interim Financing Term Sheet and authorizing the Companies to borrow up to $1 million from the Interim Lender under the Interim Financing Facility;

b. granting the Administration Charge and the Interim Financing Charge on the Companies' Property, ranking in priority to all Encumbrances;

c. authorizing the Companies to pay, with the prior approval of the Proposal Trustee and the Interim Lender, amounts owing to Specified Critical Suppliers; and

d. administratively consolidating the Companies' NOI proceedings.

5. In addition, this Honourable Court's endorsement in connection with the April 10 Order scheduled the herein motion, for approval of a SISP, to be heard on April 29, 2025.

6. My affidavit sworn April 3, 2025 (the "**First Affidavit**"), delivered in support of the April 10 Order, describes, among other things, the Companies' corporate structure, business, key stakeholders, financial position, financial challenges, pre-filing restructuring initiatives, and restructuring plan.

7. The First Affidavit also sets out the material adverse effects that any shutdown of the Companies' business would cause, including erosion of going-concern value as well as losses and disruption for employees, customers, owners, trades, suppliers and the Smith Falls/Rideau Lakes economy.

8. I refer to the First Affidavit for detailed information on such matters. A copy of the First Affidavit (without exhibits) is appended as **Exhibit "A"** hereto.

III. RESTRUCTURING STEPS SINCE LAST COURT APPEARANCE

9. Since the April 10, 2025 Court appearance, the Companies have achieved the following, among other things, with the assistance of counsel and under the supervision of the Proposal Trustee:

a. finalized the terms of the SISP in consultation with the Proposal Trustee and the Interim Lender;

b. provided detailed information to the Interim Lender in support of a draw request under the Interim Financing Facility;

c. reviewed particulars of Specified Critical Supplier payments with the Proposal Trustee and the Interim Lender, and obtained the Proposal Trustee and the Interim Lender's approval for payment of certain pre-filing amounts to Specified Critical Suppliers;

d. implemented cost management and resource optimization efforts across business functions to increase financial headroom;

e. updated, with the assistance of the Proposal Trustee, the cashflow forecasts filed in connection with the Companies' NOIs (together, the "**Cashflow Forecasts**", and, as updated, the "**Updated Cashflow Forecasts**"), including, without limitation, to merge opening and closing balances based on bank statements, actual Interim Financing funds used, actual timing of inflows and outflows to date, and updated receipt and disbursement forecasts;

f. presented the Updated Cashflow Forecasts to the Interim Lender with the assistance of the Proposal Trustee;

g. accessed funding from the Interim Lender under the Interim Financing Facility and used such funds in the normal course of business and in accordance with the foregoing, the April 10 Order, the Interim Financing Term Sheet, the Cashflow Forecasts, and the Updated Cashflow Forecasts;

h. in addition to the Updated Cashflow Forecasts, prepared updated financial models and scenario analyses for reference in the SISP, including due diligence and bid evaluation;

i. obtained a fresh equipment appraisal from Canam-Appraiz Inc. for the Companies' leased, financed and owned equipment, and shared the appraisal report with the Proposal Trustee;

j. monitored and addressed post-filing obligations and suppliers' performance of post-filing deliveries, including with assistance from legal counsel and the Proposal Trustee where necessary or appropriate, to ensure uninterrupted delivery of essential goods and services;

k. responded to creditor and stakeholder inquiries, and maintained regular communication with the Proposal Trustee and the Interim Lender;

l. updated and answered questions from employees, trades, customers and other key stakeholders about the Companies' NOI proceedings and restructuring;

m. reviewed and updated business continuity plans, including in consultation with the Proposal Trustee and legal counsel, to address risks related to potential supply chain disruptions and operational dependencies;

n. continued discussions with known interested parties for investment, sale, refinancing, and recapitalization transactions, including potential "stalking horse" transactions in the SISP, including known interested parties contacted prior to the April 10

Order as well as parties who approached the Companies since the April 10 Order and signed appropriate non-disclosure agreements (collectively, "**Known Interested Parties**");

o. responded to due diligence inquiries from Known Interested Parties and kept the virtual data room up to date; and

p. generally, operated the business in the normal course to preserve going-concern value and generate cashflow.

10. There is no material variance between the Cashflow Forecasts and the Updated Cashflow Forecasts. I understand that this will be discussed in detail in the Second Report. The Companies are operating in accordance with the Updated Cashflow Forecasts.

IV. RELIEF SOUGHT

a. SISP

i. Key Terms of SISP

11. The Companies, in consultation with their advisors and the Proposal Trustee, have determined that initiating a sale and investment solicitation process as early as possible is the most effective restructuring approach to maximize the interest of stakeholders.

12. The Companies seek an order approving and authorizing the performance of the SISP in accordance with the terms set out as a schedule to the Draft SISP Order. The key terms of the SISP are summarized below.

a. **Milestones and Bid Deadline –** The SISP contemplates the following timetable, and provides that the Proposal Trustee may extend the below deadlines by up to two weeks

without Court approval, except the Bid Deadline (as defined below), which the Proposal Trustee can extend only with the approval of the Interim Lender.

Milestone	Deadline
Set up of virtual data room	Completed
Commencement of marketing and due diligence	By May 1, 2025
"**Bid Deadline**"	Monday, June 30, 2025, at 5:00 pm (Ottawa time)
Auction (if any)	Within 5 Business Days of the Bid Deadline
Selection of Successful Bid(s)	Within 5 Business Days of the Bid Deadline or auction, as applicable
Court Approval of Successful Bid(s)	As soon as possible following selection of the Successful Bid
Closing of Successful Bid(s)	As soon as possible following Court approval

b. **Marketing and solicitation of interest –** The Proposal Trustee shall advertise the SISP, prepare a list of known interested parties with the assistance of the Companies, and send those parties a package inviting them to participate in the SISP.

c. **Due diligence –** The Proposal Trustee will, with the assistance of the Companies, set up a virtual data room to facilitate due diligence. The Proposal Trustee shall also develop a template asset purchase agreement for inclusion in the data room, to assist in the making and the evaluation of bids. The SISP provides that all requests for additional due diligence information or documents shall be addressed to the Proposal Trustee, who will facilitate those requests to the extent reasonable.

d. **Insider self-identification and restrictions –** Any shareholder, officer or director of any of the Companies, and any party who the Proposal Trustee determines to be dealing with any of the Companies in an insider or non-arm's length fashion, directly or indirectly, shall self-identify as such in writing prior to participating in the SISP. The SISP further provides that no such insider shall be entitled to any information with respect to any other participant in the SISP or their bids, unless and until they irrevocably represent that they will not participate in the SISP, or their participation in the SISP concludes, to the satisfaction of the Proposal Trustee, as described in the SISP.

e. **Interim Lender information restrictions –** No information with respect to any other participant in the SISP or their bids or involvement in the SISP shall be provided to the Interim Lender, despite any provision regarding access to information in, for example, the Interim Financing Term Sheet. Like for insiders, this provision will cease to apply if the Interim Lender irrevocably represents that it will not participate in the SISP, or its participation in the SISP concludes, to the satisfaction of the Proposal Trustee, as described in the SISP. This is intended to preserve the integrity of the SISP. The Interim Lender was consulted and agrees that this provision is appropriate, fair and reasonable.

f. **Qualified bids and bid criteria –** The SISP describes contractual, deposit, documentary, and other requirements that bids must meet to be considered qualified bids in the SISP. Key bid criteria generally include a requirement that the bid be submitted (i) in the form of a complete, binding and final contract, (ii) with evidence of the bidder's financial wherewithal to complete the transaction, (iii) with information as to the intended treatment of stakeholders, such as employees and customers, and (iv) with a cash deposit

of at least 10% of the total consideration payable, to be held by the Proposal Trustee in accordance with the SISP. The SISP provides that the Proposal Trustee may, in its professional judgment, waive non-compliance with one or more of the bid criteria.

g. **Auction –** The Proposal Trustee may negotiate and hold an auction with qualified bidders if multiple qualified bids are received.

h. **Selection of successful bid(s)** – The Proposal Trustee shall, in consultation with the Companies and the Interim Lender (subject to information restrictions as described above), select the highest or otherwise best bid(s) as soon as practicable following the auction, if any, and otherwise as soon as practicable after the Bid Deadline.

i. **Court approval –** Upon the selection of the successful bid(s), the Companies shall bring a motion to the Court for an approval and vesting order authorizing the Companies to complete the transactions contemplated in the successful bid(s).

j. **Closing –** The Companies shall make all reasonable efforts to complete the transactions approved, if any, with all dispatch and under the supervision of the Proposal Trustee.

k. **Supervision of SISP and communications during SISP –** The Proposal Trustee shall generally manage communications and facilitate the delivery of documents and information during the SISP, and that all communications, requests and inquiries regarding the SISP must be addressed to the Proposal Trustee and not the Companies.

l. **Amendments to Bid Deadline –** The Proposal Trustee may extend deadlines under the SISP by up to two weeks without Court approval, provided that any extension of the Bid Deadline shall also require the approval of the Interim Lender. In addition, the Proposal Trustee may, on 5 business days' notice in writing to all participants in the SISP, change the Bid Deadline to June 16, 2025, if, in the Proposal Trustee's discretion, it is necessary, advisable or preferable to do so for any reason which the Proposal Trustee deems sufficient in its professional judgment, including, without limitation, as may be related to cashflow or developments during the SISP.

m. **Amendments to SISP –** Subject to the Interim Lender's approval for any extension of the Bid Deadline, the Proposal Trustee may, in consultation with the Companies and the Interim Lender, make any modification to the SISP that the Proposal Trustee considers appropriate in the circumstances, provided that the Proposal Trustee shall seek Court approval for any modification which the Proposal Trustee considers, in its professional judgment, material.

ii. Inclusion of LandCo Due Diligence Materials in SISP

13. As set out in the First Affidavit, the land and buildings in which the Companies' facilities are located, municipally known as 109 and 123 Poonamalie Road, in Smith Falls (the "**Land**"), are owned by 9695443 Canada Inc. ("**LandCo**") and leased to the Companies. LandCo is related to the Companies through partly common management and ownership. At this stage, LandCo may not be insolvent and has not filed an NOI or commenced any insolvency proceeding.

14. The Companies expect that interested parties may be more interested in acquiring the Companies' assets or business if they may also acquire the Land as part of coordinated transactions. Accordingly, the SISP includes an opportunity for interested parties to conduct due diligence for acquiring the Land. This is expected to maximize market interest and the likelihood of viable transactions emerging from the SISP.

15. The SISP provides that due diligence information with respect to the Land and LandCo will be included in the virtual data room and provided to parties who execute non-disclosure agreements and participate in the SISP.

16. I am advised by the sole director of LandCo, and verily believe, that LandCo approved the marketing of the Land as part of the SISP and the terms of the SISP generally. A copy of the resolution of the sole director of LandCo is appended as **Exhibit "B"** hereto.

17. A party interested in acquiring the Companies' assets and/or business as well as the Land is invited to make respective offers to the Companies and LandCo. The offer to the Companies will be considered in accordance with the terms of the SISP. The offer to LandCo will be submitted to LandCo for consideration and approval in accordance with its ordinary internal governance, acting in good faith and with due diligence.

18. The offer to LandCo may also be subject to the approval of Desjardins as mortgagee on the Land, as the case may be. I am advised and verily believe that nothing in the SISP or the Draft SISP Order affects the rights of Desjardins with respect to LandCo or the Land.

19. In terms of closing conditions and procedures, the offer to the Companies will be subject to Court approval. The offer to LandCo would not be subject to Court approval, since LandCo is

not in any insolvency proceedings, and may proceed as a usual real estate transaction, outside of the Companies' NOI proceedings. LandCo, the Proposal Trustee and the Companies will work with potentially interested parties, in accordance with the SISP, to coordinate transactions and closings in a mutually satisfactory manner.

20. For those reasons, among others, it is appropriate and desirable to include due diligence information with respect to the Land and LandCo in the SISP, allowing interested parties to conduct due diligence on and make offers with respect to the Companies' assets or business and the Land pursuant to a seamless process overseen by the Proposal Trustee.

iii. The SISP Should Be Approved

21. The Companies believe that implementing the SISP is a key step towards a successful restructuring, and that the Court should approve the SISP, for the following reasons among others:

a. the terms of the SISP were developed with the Proposal Trustee to maximize exposure and allow interested parties and the Companies to explore all transaction structures and opportunities;

b. the SISP allows interested parties to perform due diligence in a structured and efficient environment;

c. the SISP is designed to potentially attract competing bids, stimulating market interest and incentivizing bidders to put their best foot forward;

d. the SISP timelines are appropriate to balance market exposure, time for due diligence, the Companies' interim financing needs, and the amount available under the

Interim Financing Facility, based on the Cashflow Forecasts developed with the Proposal Trustee;

e. the SISP will be managed by the Proposal Trustee, an officer of the Court, with the prompt assistance of the Companies if requested by the Proposal Trustee. This will allow the Companies' management and resources to be focused on preserving and maximizing the value of ongoing business operations;

f. the SISP provides appropriate flexibility to adapt to circumstances that may arise during the SISP period, or to the nature of offers received, among other things;

g. based on interest received during the Companies' marketing efforts before and since the April 10 Order, the Companies believe that the SISP will generate interest and, potentially, competing offers. Among other things, Known Interested Parties will be invited and encouraged to participate in the SISP;

h. the SISP appropriately allows interested parties to perform due diligence and submit coordinated transaction offers for the Land and/or LandCo; and

i. I understand that the Proposal Trustee and the Interim Lender support the approval of the SISP, recognizing that it is a fair and reasonable process that is in the interest of stakeholders.

22. For those reasons, the Companies believe the SISP should be approved and proceed as early as possible.

b. Extension of Time

23. The Companies filed NOIs on April 3, 2025. I am informed that the initial time for the Companies to make a proposal to their creditors (the "**Stay Period**") expires on May 4, 2025 (given May 3, 2025 is a Sunday).

24. The Companies seek an extension of the Stay Period by 45 days, to and including Friday, June 18, 2025. During this time, the Companies intend to, among other things, continue operating the business in the normal course, perform the SISP, and bring a motion to this Court for a further extension of time allowing them to complete the SISP, bring a motion for approval and vesting order(s), and complete the approved transactions.

25. The Companies are expected to have sufficient liquidity to operate during the extended Stay Period and implement those steps, including draws under the Interim Financing Facility if necessary, in accordance with the Updated Cashflow Forecasts. I understand this will be discussed more fully in the Proposal Trustee's Second Report.

26. The Companies are acting with due diligence and in good faith, and I do not believe that any creditor will be materially prejudiced by the extension requested. To the contrary, the Companies believe that performing the SISP is in the best interest of stakeholders. I understand that the Proposal Trustee supports the extension.

c. Approval of Proposal Trustee's Reports and Activities

27. The Companies support this relief. The Proposal Trustee's reports and activities are beneficial, timely, and in the interest of stakeholders. The approval is expected to bring stability to the restructuring process going into the SISP.

SWORN BEFORE ME: in person [X] by video conference

at the City of Ottawa, in the Province of Ontario this 22nd day of April, 2025.

Signed by:
Joël Turgeon
F7A1640D707E47C...

Signature of Commissioner *(or as may be)*

Signed by:
Dylan Sliter
AD741FF940F44A8...

Dylan Sliter

E

THIS IS EXHIBIT "E" TO THE AFFIDAVIT OF

DYLAN SLITER

SWORN before me this 4th day of June, 2025.

Signed by:
Joel Turgeon
F7A1640D707E47C...

A Commissioner, etc.

11449346 CANADA INC. O/A P3 PANEL COMPANY ("THE COMPANY")
STATEMENT OF PROJECTED CASH FLOWS
FOR THE 11 WEEK PERIOD ENDED AUGUST 11, 2025

		Forecast										
Week starting		27-May-25	3-Jun-25	10-Jun-25	17-Jun-25	24-Jun-25	1-Jul-25	8-Jul-25	15-Jul-25	22-Jul-25	29-Jul-25	5-Aug-25
Week ending		2-Jun-25	9-Jun-25	16-Jun-25	23-Jun-25	30-Jun-25	7-Jul-25	14-Jul-25	21-Jul-25	28-Jul-25	4-Aug-25	11-Aug-25
		Week 9	**Week 10**	**Week 11**	**Week 12**	**Week 13**	**Week 14**	**Week 15**	**Week 16**	**Week 17**	**Week 18**	**Week 19**
Cash balance - beginning of period	$	12,837	27,548	11,211	1,985	136,071	2,211	1,520	35,733	144,421	23,314	236
Cash receipts (includes HST)		62,350	-	107,759	505,050	78,013	146,803	184,760	505,595	101,309	254,663	253,588
Disbursements (all applicable expenses include HST)												
Salaries, wages and benefits		75,000	-	85,000	-	85,000	-	85,000	-	85,000	-	85,000
Bank fees						100				100		
Delivery		1,063	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Subcontractors		15,300	33,097	-	60,344	-	33,097	33,561	100,219	100,683	100,683	73,649
Direct Materials		135,860	20,684	-	278,932	79,333	19,000	-	280,000	-	84,744	-
Job Specific Equipment rental		4,300				3,300						
Office Supplies		1,063	260	260	260	260	260	260	260	260	260	260
Rent		19,492					19,492				19,492	
Repairs and maintenance		11,266	1,015	1,015	1,015	1,015	1,015	1,015	1,015	1,015	1,015	1,015
Head office Costs		1,100	70	70	70	70	70	70	70	70	70	70
Utilities		-				6,026	-	-	-	6,026	-	-
Software and IT		8,052	-	577	-	8,052	-	577	-	8,052	-	-
Fuel		-	160	160	160	160	160	160	160	160	160	160
Capital Lease payments		30,637	-	3,946	4,133	-	30,637	3,946	4,133	-	30,637	3,946
Insurance		1,426	-	14,907	-	-	1,426	14,907	-	-	-	-
Site supervisor travel costs		-	50	50	50	50	50	50	50	50	50	50
Communication		3,372					1,287				1,287	
Meals and entertainment												
Restructuring costs		32,634			15,000		30,000			10,000		25,000
		340,565	56,336	106,986	360,963	184,366	137,494	140,547	386,907	212,416	239,398	190,150
Net Cash-flow from operations		(278,215)	(56,336)	773	144,086	(106,353)	9,308	44,214	118,688	(111,107)	15,265	63,438
Payments to critical suppliers		(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
HST Payments		2,926	-	-	-	(17,506)	-	-	-	-	(28,343)	-
Advances under DIP Financing		300,000	50,000	-	-	-	-	-	-	-	-	-
Cash balance - end of period	**$**	**27,548**	**11,211**	**1,985**	**136,071**	**2,211**	**1,520**	**35,733**	**144,421**	**23,314**	**236**	**53,675**

NOTICE TO READER:

This statement of projected cash-flow dated May 29, 2025 of the Company is prepared in accordance with Section 50.4 (2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report On Cash-Flow Statement and the Report On Cash-Flow Statement By The Person Making The Proposal.

11449346 Canada Inc.

Per: Dylan Sliter
May 29, 2025

Albert Gelman Inc., solely in its capacity as Trustee in the Notice of Intention to Make a Proposal of 11449346 Canada Inc. and not in its personal or any other capacity.

Per: Tom McElroy
May 29, 2025

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207766
Estate No. 33-3207766

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
11449346 Canada Inc.
of the Town of Smiths Falls, in the Province of Ontario

The attached statement of projected cash flow of 11449346 Canada Inc. ("**the Company**"), as of the 29th day of May 2025, consisting of a cash flow projection for the 11-week period from May 27, 2025 to August 11, 2025, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: ☒ the management and employees of the insolvent person or ☐ the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:
☒ management or ☐ the insolvent person for the probable assumptions and preparation and presentation of the projection.

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 projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 29th day of May 2025.

Albert Gelman Inc. - Licensed Insolvency Trustee
Per:

_____

Tom McElroy - Licensed Insolvency Trustee
403-250 Ferrand Drive
Toronto ON M3C 3G8
Phone: (416) 504-1650 Fax: (416) 504-1655

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207766
Estate No. 33-3207766

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
11449346 Canada Inc.
of the Town of Smiths Falls, in the Province of Ontario

Purpose:

The purpose of the projection is to comply with the requirements set out in Section 50.4(2) of the Bankruptcy and Insolvency Act (Canada).

Projection Notes:

Hypothetical assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions with respect to a set of economic conditions or courses of action which are not necessarily the most probable in the insolvent person's judgement, but are consistent with the purposes of the Statement of Projected Cash Flow.

Probable assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions that the insolvent person believes reflects the most probable set of economic conditions and expected courses of action.

Assumptions:

Hypothetical Assumptions

None.

Probable Assumptions

1. This statement has been prepared for a eleven-week period of time, on the basis that the Company is granted an extension of time to file a proposal to August 2, 2025.

2. Receipts from existing and anticipated projects have been estimated by management. Costs of sales have been estimated by management based on existing and anticipated projects.

3. The receipts and applicable disbursements include HST.

4. All expenses have been recorded in the week they are forecast to be incurred. It is expected that some vendors currently supplying goods and services will require cash-on-delivery terms.

5. The cash flow projection includes an estimate of the Trustee's fees and disbursements, including legal fees. These amounts are subject to change.

Dated at the City of Toronto in the Province of Ontario, this 29th day of May 2025.

Albert Gelman Inc. - Licensed Insolvency Trustee
Per:

_____

Tom McElroy - Licensed Insolvency Trustee
403-250 Ferrand Drive
Toronto ON M3C 3G8
Phone: (416) 504-1650 Fax: (416) 504-1655

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207766
Estate No. 33-3207766

- FORM 30 -
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
11449346 Canada Inc.
of the Town of Smiths Falls, in the Province of Ontario

The management of 11449346 Canada Inc. ("the **Company**"), have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 29th day of May 2025, consisting of a cash flow projection for the 11-week period from May 27, 2025 to August 11, 2025.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Smiths Falls in the Province of Ontario, this 29th day of May 2025.

11449346 Canada Inc.
Debtor

Dylan Sliter - President
Name and title of signing officer

Name and title of signing officer

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207766
Estate No. 33-3207766

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
11449346 Canada Inc.
of the Town of Smiths Falls, in the Province of Ontario

Purpose:

The purpose of the projection is to comply with the requirements set out in Section 50.4(2) of the Bankruptcy and Insolvency Act (Canada).

Projection Notes:

Hypothetical assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions with respect to a set of economic conditions or courses of action which are not necessarily the most probable in the insolvent person's judgement, but are consistent with the purposes of the Statement of Projected Cash Flow.

Probable assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions that the insolvent person believes reflects the most probable set of economic conditions and expected courses of action.

Assumptions:

Hypothetical Assumptions

None.

Probable Assumptions

1. This statement has been prepared for a eleven-week period of time, on the basis that the Company is granted an extension of time to file a proposal to August 2, 2025.

2. Receipts from existing and anticipated projects have been estimated by management. Costs of sales have been estimated by management based on existing and anticipated projects.

3. The receipts and applicable disbursements include HST.

4. All expenses have been recorded in the week they are forecast to be incurred. It is expected that some vendors currently supplying goods and services will require cash-on-delivery terms.

5. The cash flow projection includes an estimate of the Trustee's fees and disbursement, including legal fees. These amounts are subject to change.

Dated at the City of Smiths Falls in the Province of Ontario, this 29th day of May 2025.

11449346 Canada Inc.
Debtor

May 29, 2025

To: Albert Gelman Inc. ("Trustee")

Re: Notice of Intention to Make a Proposal of 11449346 Canada Inc.

In connection with the Notice of Intention to Make a Proposal ("NOI") filed by 11449346 Canada Inc. (the "Company") on April 3, 2025 pursuant to Part III of the *Bankruptcy and Insolvency Act* ("BIA") the management of the Company ("Management") have prepared the attached cash-flow statement dated May 29, 2025 for the eleven week period ended August 11, 2025 (the "Cash Flow Statement") and the assumptions on which the cash-flow statement is based.

The Company confirms that:

1. The cash flow statement and the underlying assumptions are the responsibility of the Company;

2. All material information relevant to the cash flow statement and to the underlying assumptions has been made available to Albert Gelman Inc. in its capacity as Trustee of the NOI/Proposal of the Company;

3. Management has taken all actions that it considers necessary to ensure:

   a. That the individual assumptions underlying the cash-flow statement are appropriate in the circumstances;

   b. That the assumptions underlying the cash-flow statement, taken as a whole, are appropriate in the circumstances; and,

   c. That all relevant assumptions have been properly presented in the cash-flow statement or in the notes accompanying the cash-flow statement.

4. Management understands and agrees that the determination of what constitutes a material adverse change in the projected cash flow or financial circumstances, for the purposes of your monitoring the on-going activities of the Company, is ultimately at your sole discretion, notwithstanding that Management may disagree with such determination;

5. Management understands its duties and obligations under the BIA in respect of the Cash Flow Statement; and,

6. The cash-flow statement and assumptions have been reviewed and approved by the Company's board of directors or management has been duly authorized by the Company's board of directors to prepare and approve the cash-flow assumptions.

Yours truly,

11449346 Canada Inc.
Per: Dylan Sliter

12574764 Canada Ltd. o/a United Edge Structural Components ("the Company")
STATEMENT OF PROJECTED CASH FLOWS
FOR THE 11 WEEK PERIOD ENDED AUGUST 11, 2025

		Forecast										
Week starting		27-May-25	3-Jun-25	10-Jun-25	17-Jun-25	24-Jun-25	1-Jul-25	8-Jul-25	15-Jul-25	22-Jul-25	29-Jul-25	5-Aug-25
Week ending		2-Jun-25	9-Jun-25	16-Jun-25	23-Jun-25	30-Jun-25	7-Jul-25	14-Jul-25	21-Jul-25	28-Jul-25	4-Aug-25	11-Aug-25
		Week 9	**Week 10**	**Week 11**	**Week 12**	**Week 13**	**Week 14**	**Week 15**	**Week 16**	**Week 17**	**Week 18**	**Week 19**
Cash balance - beginning of period	$	2	23,029	14,271	12,188	11,930	14,880	9,436	19,161	34,113	58,435	9,288
Cash receipts (includes HST)		97,402	53,917	55,467	45,707	63,745	73,084	67,275	72,197	52,293	73,224	57,586
Disbursements (all applicable expenses include HST)												
Salaries, wages and benefits		20,013	-	20,013	-	20,013	-	20,013	-	20,013	-	20,013
Bank fees		236				236				236	-	-
Design		6,032				-	6,032			-	6,032	-
Delivery		1,225	-	1,225	-	1,225	-	1,225	-	1,225	-	1,225
Materials			40,684		35,500	-	44,479	-	46,780	-	41,780	-
Rent		-		23,261		-		23,261		-	-	23,261
Repairs and maintenance		4,400	-	-	-	-	-	-	-	-	-	-
Utilities		6,026				-	6,026	-	-	-	6,026	-
Software and IT		3,043	-	-	-	3,043	-	-	-	-	3,043	-
Fuel		2,000	-	1,500	-	1,500	-	1,500	-	1,500	-	1,500
Lease payments		3,571	21,964	-	5,201	3,571	21,964	-	5,201	3,571	21,964	-
Insurance		1,426	28	11,551	5,264	1,426	28	11,551	5,264	1,426	28	11,551
		47,972	62,675	57,550	45,965	31,014	78,528	57,550	57,245	27,971	78,873	57,550
Net Cash-flow from operations		49,430	(8,758)	(2,083)	(258)	32,731	(5,445)	9,725	14,952	24,322	(5,648)	36
Payments to critical suppliers		-	-	-	-	-	-	-	-	-	-	-
HST Payments		(26,402)	-	-	-	(29,781)	-	-	-	-	(43,498)	-
Advances under DIP Financing		-	-	-	-	-	-	-	-	-	-	-
Cash balance - end of period	**$**	**23,029**	**14,271**	**12,188**	**11,930**	**14,880**	**9,436**	**19,161**	**34,113**	**58,435**	**9,288**	**9,324**

NOTICE TO READER:

This statement of projected cash-flow dated May 29, 2025 of the Company is prepared in accordance with Section 50.4 (2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report On Cash-Flow Statement and the Report On Cash-Flow Statement By The Person Making The Proposal.

12574764 Canada Ltd.

Per: Dylan Sliter
May 29, 2025

Albert Gelman Inc., solely in its capacity as Trustee in the Notice of Intention to Make a Proposal of 12574764 Canada Ltd. and not in its personal or any other capacity.

Per: Tom McElroy
May 29, 2025

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207793
Estate No. 33-3207793

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
12574764 Canada Ltd.
of the Town of Smiths Falls, in the Province of Ontario

The attached statement of projected cash flow of 12574764 Canada Ltd. ("the **Company**"), as of the 29th day of May 2025, consisting of a cash flow projection for the 11-week period from May 27, 2025 to August 11, 2025, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: ☒ the management and employees of the insolvent person or ☐ the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:
☒ management or ☐ the insolvent person for the probable assumptions and preparation and presentation of the projection.

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 projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 29th day of May 2025.

Albert Gelman Inc. - Licensed Insolvency Trustee
Per:

_____

Tom McElroy - Licensed Insolvency Trustee
403-250 Ferrand Drive
Toronto ON M3C 3G8
Phone: (416) 504-1650 Fax: (416) 504-1655

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207793
Estate No. 33-3207793

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
12574764 Canada Ltd.
of the Town of Smiths Falls, in the Province of Ontario

Purpose:

The purpose of the projection is to comply with the requirements set out in Section 50.4(2) of the Bankruptcy and Insolvency Act (Canada).

Projection Notes:

Hypothetical assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions with respect to a set of economic conditions or courses of action which are not necessarily the most probable in the insolvent person's judgement, but are consistent with the purposes of the Statement of Projected Cash Flow.

Probable assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions that the insolvent person believes reflects the most probable set of economic conditions and expected courses of action.

Assumptions:

Hypothetical Assumptions

None.

Probable Assumptions

1. This statement has been prepared for a eleven-week period of time, on the basis that the Company is granted an extension of time to file a proposal to August 2, 2025.

2. Receipts from existing and anticipated projects have been estimated by management. Costs of sales have been estimated by management based on existing and anticipated projects.

3. The receipts and applicable disbursements include HST.

4. All expenses have been recorded in the week they are forecast to be incurred. It is expected that some vendors currently supplying goods and services will require cash-on-delivery terms.

5. The cash flow projection includes an estimate of the Trustee's fees and disbursement, including legal fees. These amounts are subject to change.

Dated at the City of Toronto in the Province of Ontario, this 29th day of May 2025.

Albert Gelman Inc. - Licensed Insolvency Trustee
Per:

_____

Tom McElroy - Licensed Insolvency Trustee
403-250 Ferrand Drive
Toronto ON M3C 3G8
Phone: (416) 504-1650 Fax: (416) 504-1655

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207793
Estate No. 33-3207793

- FORM 30 -
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
12574764 Canada Ltd.
of the Town of Smiths Falls, in the Province of Ontario

The management of 12574764 Canada Ltd., has/have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 29th day of May 2025, consisting of a cash flow projection for the 11-week period from May 27, 2025 to August 11, 2025.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Smiths Falls in the Province of Ontario, this 29th day of May 2025.

12574764 Canada Ltd.
Debtor

Dylan Sliter - Officer
Name and title of signing officer

Name and title of signing officer

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-3207793
Estate No. 33-3207793

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
12574764 Canada Ltd.
of the Town of Smiths Falls, in the Province of Ontario

Purpose:

The purpose of the projection is to comply with the requirements set out in Section 50.4(2) of the Bankruptcy and Insolvency Act (Canada).

Projection Notes:

Hypothetical assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions with respect to a set of economic conditions or courses of action which are not necessarily the most probable in the insolvent person's judgement, but are consistent with the purposes of the Statement of Projected Cash Flow.

Probable assumptions, as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals, are assumptions that the insolvent person believes reflects the most probable set of economic conditions and expected courses of action.

Assumptions:

Hypothetical Assumptions

None.

Probable Assumptions

1. This statement has been prepared for a eleven-week period of time, on the basis that the Company is granted an extension of time to file a proposal to August 2, 2025.

2. Receipts from existing and anticipated projects have been estimated by management. Costs of sales have been estimated by management based on existing and anticipated projects.

3. The receipts and applicable disbursements include HST.

4. All expenses have been recorded in the week they are forecast to be incurred. It is expected that some vendors currently supplying goods and services will require cash-on-delivery terms.

5. The cash flow projection includes an estimate of the Trustee's fees and disbursement, including legal fees. These amounts are subject to change.

Dated at the City of Smiths Falls in the Province of Ontario, this 23rd day of April 2025.

12574764 Canada Ltd.
Debtor

May 29, 2025

To: Albert Gelman Inc. ("Trustee")

Re: Notice of Intention to Make a Proposal of 12574764 Canada Ltd.

In connection with the Notice of Intention to Make a Proposal ("NOI") filed by 12574764 Canada Ltd. (the "Company") on April 3, 2025 pursuant to Part III of the *Bankruptcy and Insolvency Act* ("BIA") the management of the Company ("Management") have prepared the attached cash-flow statement dated May 29, 2025 for the eleven week period ended August 11, 2025 (the "Cash Flow Statement") and the assumptions on which the cash-flow statement is based.

The Company confirms that:

1. The cash flow statement and the underlying assumptions are the responsibility of the Company;

2. All material information relevant to the cash flow statement and to the underlying assumptions has been made available to Albert Gelman Inc. in its capacity as Trustee of the NOI/Proposal of the Company;

3. Management has taken all actions that it considers necessary to ensure:

   a. That the individual assumptions underlying the cash-flow statement are appropriate in the circumstances;

   b. That the assumptions underlying the cash-flow statement, taken as a whole, are appropriate in the circumstances; and

   c. That all relevant assumptions have been properly presented in the cash-flow statement or in the notes accompanying the cash-flow statement.

4. Management understands and agrees that the determination of what constitutes a material adverse change in the projected cash flow or financial circumstances, for the purposes of your monitoring the on-going activities of the Company, is ultimately at your sole discretion, notwithstanding that Management may disagree with such determination;

5. Management understands its duties and obligations under the BIA in respect of the Cash Flow Statement; and

6. The cash-flow statement and assumptions have been reviewed and approved by the Company's board of directors or management has been duly authorized by the Company's board of directors to prepare and approve the cash-flow assumptions.

Yours truly,

12574764 Canada Ltd.
Per: Dylan Sliter

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

Court File No.: BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Ottawa

AFFIDAVIT OF DYLAN SLITER

Perley-Robertson, Hill & McDougall LLP/s.r.l.
1400 – 340 Albert Street
Ottawa, ON K1R 0A5

Joël Turgeon LS#: 80984R
jturgeon@perlaw.ca
Tel: 613.238.2022 x.424

Lawyers for 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components

TAB 3

Court File No. BK25-3207793-0033

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	WEDNESDAY, THE 11TH
	)	
JUSTICE KERSHMAN	)	DAY OF JUNE, 2025

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

ORDER

THIS MOTION made by 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components (together, the "**Companies**", which term refers to both and either of them), for an order, among other things, (i) extending the time to file a proposal; (ii) approving the third report dated _____ (collectively with the appendices thereto, the "**Third Report**") of Albert Gelman Inc. in its capacity as proposal trustee of the Companies (in such capacity, the "**Proposal Trustee**"), and the activities of the Proposal Trustee set out therein; and (iii) approving the fees and disbursements of the Proposal Trustee and its independent legal counsel incurred to date in connection with these proceedings (collectively, the "**Professional Fees**"); was heard this day by videoconference in Ottawa, Ontario.

ON READING the affidavit of Dylan Sliter sworn June 4, 2025 and the exhibits thereto, and on reading the Third Report including the appendices thereto.

ON HEARING the submissions of counsel for the Companies, counsel for the Proposal Trustee, and such other counsel that were present, no one else appearing for any other person although duly served.

1. **THIS COURT ORDERS** that the time for service of the notice of motion and all materials filed in respect of this motion is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the time for the Companies to make a proposal to their creditors, and the time for the Proposal Trustee to file such proposal with the official receiver, be and is hereby extended to and including August 1st, 2025, in accordance with section 50.4(9) of the *Bankruptcy and Insolvency Act* (Canada).

3. **THIS COURT ORDERS** that the Proposal Trustee's Third Report, and the activities of the Proposal Trustee described therein, are hereby approved, provided, however, that only the Proposal Trustee in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that the Professional Fees, as set out in the affidavits of fees appended to the Third Report, are hereby approved, and the Proposal Trustee is hereby authorized to pay same from retainer funds held by the Proposal Trustee.

5. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order, without the need for entry and filing, but the

Companies shall use best efforts to enter and file a copy of this Order as soon as reasonably practicable.

_____

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

Court File No.: BK25-00000237-0033

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Ottawa

ORDER

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Ottawa, ON K1R 0A5

Joël Turgeon LS#: 80984R
jturgeon@perlaw.ca
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Lawyers for 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL TO CREDITORS OF 11449346 CANADA INC. o/a P3 PANEL COMPANY AND 12574764 CANADA LTD. o/a UNITED EDGE STRUCTURAL COMPONENTS

Court File No.: BK25-3207793-0033

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Ottawa

MOTION RECORD
(MOTION RETURNABLE JUNE 11, 2025)

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Lawyers for 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components