



No. S235026
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985
c. C-44 and THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57

AND

IN THE MATTER OF THE JOSEPH RICHARD HOSPITALITY GROUP LTD.
AND THOSE PARTIES LISTED ON SCHEDULE "A"

PETITIONERS

ORDER MADE AFTER APPLICATION

(APPROVAL AND VESTING ORDER)

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BEFORE))	March 8, 2024
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THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 8th day of March, 2024; AND ON HEARING Tevia Jeffries, counsel for the Petitioners, and those other counsel listed on Schedule "B" hereto; AND UPON READING the material filed, including the 2nd Affidavit of Ryan Richard Moreno, made March 5, 2024, and the Sixth Report of Ernst & Young Inc., in its capacity as Monitor of the Petitioners (the "Monitor"); AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service and filing of the Notice of Application is hereby abridged and validated such that this Notice of Application is properly returnable today and hereby dispenses with further service thereof.
2. The sale transaction (the “**Transaction**”) contemplated by the Contract of Purchase and Sale dated 01/Feb/2024 (the “**Sale Agreement**”) between 1164312 B.C. Ltd. and 1358224 B.C. Ltd. (the “**Purchaser**”) , a copy of which is attached as Exhibit “E” to the 2nd Affidavit of Ryan Richard Moreno, made March 5, 2024, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Monitor is hereby authorized and approved, and the Petitioners are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the “**Purchased Assets**”).
3. Upon delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as Schedule “C” hereto (the “**Monitor’s Certificate**”), all of the Petitioners’ right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated 17/Jul/2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule “D” hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “E” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Farris LLP, solicitors for the Petitioners, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser as the owner of the Lands, as identified in Schedule “F” hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the

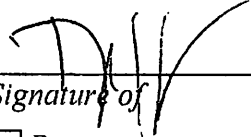
satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "E".
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
 6. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.
 7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Petitioners to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "E".
 8. The Petitioners, with the consent of the Monitor and the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
 9. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Petitioners,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

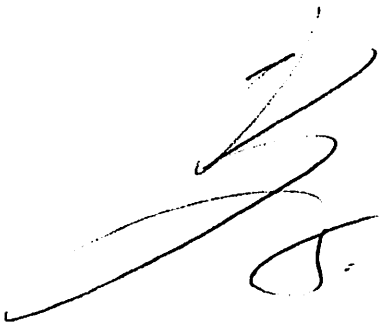
10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Petitioners and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners and its agents in carrying out the terms of this Order.
11. The Petitioners or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
12. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

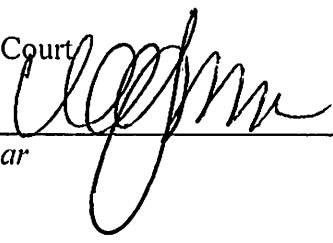
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of

- Party
 - Lawyer for the Petitioners
- Tevia R.M. Jeffries**



By the Court


Registrar



Schedule "A" - List Of Petitioners

1138279 B.C. Ltd.
1164312 B.C. Ltd.
Ad Prolem Capital Investments Ltd.
Clover 67 Private Dining Room Ltd.
Edith & Arthur Public House Ltd.
Joseph Bourque Investments Ltd.
Joseph Richard Hospitality Group Ltd.
Joseph Richard Investments Ltd
Joseph Richard IP Holdings Ltd.
Joseph Richard Management Ltd.
JRG Canteen Virtual Kitchen Ltd.
JRG Clover Station LRS Ltd.
JRG Cloverdale Holdings Ltd.
JRG Cloverdale Ventures Ltd.
JRG Foodhall (Vancouver) Ventures Ltd.
JRG Glass House Estates Winery Ltd.
JRG Ledgeview Holdings Ltd.
JRG Steveston Hotels Ltd.
JRG Systems Ltd.
JRG Whiskey Charlie Cafe, Pitt Meadows Ltd.
Livelyhood Public House Ltd.
Micky's Investments (Coquitlam) Ltd.
Monkey See Tiki Bar Ltd.
Oak & Thorne Public House Ltd.
Oceanside Yacht Club And Public House Ltd.
S & L Kitchen & Bar Holdings Abbotsford Ltd.
S & L Kitchen & Bar Holdings Langley Ltd.
S & L Kitchen & Bar Holdings South Surrey Ltd.
Steveston Hospitality Services Ltd.
Sudo Asian Kitchen Holdings (Langley) Ltd.
The Italian Osteria and Cheese Bar Ltd.
The Phat Bird Public House Ltd.
The Study Public House Ltd.
Townhall Holdings (Abbotsford) Ltd.
Townhall Holdings (Chilliwack) Ltd.
Townhall Holdings (Coquitlam) Ltd.

Townhall Holdings (Maple Ridge) Ltd.
Townhall Holdings (South Surrey) Ltd.
Townhall Holdings Ltd.
Whiskey Charlie Holdings Ltd.

Non-Petitioner Entities:

Blank Canvas Catering Ltd.
JRG Queens LRS Ventures Ltd.
JRG Chilliwack Holdings Ltd.
JRG Growth Ventures Ltd.
JRG Published Holdings Ltd.
JRG Whip Holdings Ltd.

Schedule "B"

(List of Counsel)

Counsel	Party
Tevia Jeffries	Petitioners
David Gruber	Monitor - Ernst & Young Inc.
Noor Mann	Bank of Montreal
Mishaal Gill	Canadian Western Bank

Schedule "C" – Monitor's Certificate

No. S233788
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

**IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985,
c. C-44, THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57**

AND

**IN THE MATTER OF DONNELLY HOLDINGS LTD. AND
THOSE PARTIES LISTED ON SCHEDULE "A"**

PETITIONERS

MONITOR'S CERTIFICATE

All capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Sale Agreement (as defined in the Approval and Vesting Order made March 8, 2024 (the "**Vesting Order**")) between 1164312 B.C. Ltd. (the "**Vendor**"), as vendor, and 1358224 B.C. Ltd. (the "**Purchaser**"), as purchaser, a copy of which is attached as Exhibit "E" to the 2nd Affidavit of Ryan Richard Moreno, made March 5, 2024.

PURSUANT TO AN ORDER of this Honourable Court made July 27, 2023, Ernst & Young Inc. was appointed the monitor (the "**Monitor**") of the Petitioners.

PURSUANT TO PARAGRAPHS 4–6 OF THE VESTING ORDER and pursuant to the Purchase Agreement, the Monitor hereby certifies as follows:

13. The Monitor confirms that the Purchaser has delivered the Purchase Price with respect to the Purchased Assets to the Petitioners; and
14. The Monitor confirms that all conditions precedent to the Sale Agreement with respect to the Purchased Assets have been satisfied or waived.
15. This Certificate was delivered by the Monitor at _____ on _____, 2024.

ERNST & YOUNG INC., in its capacity as
court-appointed monitor of the Petitioners, and
not in its personal capacity

Name:

Schedule "D" – Claims to be Deleted/Expunged from Title to Real Property

Registration Number	Date of Registration	Nature of Charge
<u>PID 023-107-464</u>		
CA8161880	2020-04-29 10:33	Mortgage, Canadian Western Bank
CA8161881	2020-04-29 10:33	Assignment Of Rents, Canadian Western Bank
CB168564	2022-08-19 15:28	Modification
CB226584	2022-09-16 10:48	Claim of Builders Lien, Super Save Fence Rentals Inc.
CB1173768	2024-02-21 18:22	Claim of Builders Lien, PMC Prestige Mechanical Contracting Limited
CB1188933	2024-02-29 16:26	Claim of Builders Lien, CW Persona Developments Inc.
<u>PID 023-107-472</u>		
CA8161880	2020-04-29 10:33	Mortgage, Canadian Western Bank
CA8161881	2020-04-29 10:33	Assignment of Rents, Canadian Western Bank
CB168564	2022-08-19 15:28	Modification
CB1188933	2024-02-29 16:26	Claim of Builders Lien, CW Persona Developments Inc.
<u>PID 023-107-481</u>		
CA8161880	2020-04-29 10:33	Mortgage, Canadian Western Bank
CA8161881	2020-04-29 10:33	Assignment of Rents, Canadian Western Bank
CB168564	2022-08-19 15:28	Modification
CB1188933	2024-02-29 16:26	Claim of Builders Lien, CW Persona Developments Inc.

PID 023-107-499

CA8161880	2020-04-29 10:33	Mortgage, Canadian Western Bank
CA8161881	2020-04-29 10:33	Assignment of Rents, Canadian Western Bank
CB168564	2022-08-19 15:28	Modification
CB1188933	2024-02-29 16:26	Claim of Builders Lien, CW Persona Developments Inc.

**Schedule "E" – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property**

Registration Number	Date of Registration	Nature of Charge
<u>PID 023-107-464</u>		
AC138639	1989-04-19 14:13	Easement
AC138640	1989-04-19 14:13	Easement
BE143219	1991-07-12 09:17	Statutory Right of Way, British Columbia Hydro And Power Authority
BE264215	1991-10-09 12:28	Statutory Right of Way, District of Pitt Meadows
BE264216	1991-10-09 12:28	Statutory Right of Way, District of Pitt Meadows
BE264220	1991-10-09 12:29	Statutory Right of Way, District of Pitt Meadows
BE264221	1991-10-09 12:29	Covenant, The Ministry of Transportation And Highways
<u>PID 023-107-472</u>		
AC138639	1989-04-19 14:13	Easement
AC138640	1989-04-19 14:13	Easement
BE143219	1991-07-12 09:17	Statutory Right of Way, British Columbia Hydro And Power Authority
BE264215	1991-10-09 12:28	Statutory Right of Way, District of Pitt Meadows
BE264216	1991-10-09 12:28	Statutory Right of Way, District of Pitt Meadows
BE264220	1991-10-09 12:29	Statutory Right of Way, District of Pitt Meadows
BE264221	1991-10-09 12:29	Covenant, The Ministry of Transportation

PID 023-107-481

AC138639	1989-04-19 14:13	Easement
AC138640	1989-04-19 14:13	Easement
BE143219	1991-07-12 09:17	Statutory Right of Way, British Columbia Hydro And Power Authority
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BE264216	1991-10-09 12:28	Statutory Right of Way, District of Pitt Meadows
BE264220	1991-10-09 12:29	Statutory Right of Way, District of Pitt Meadows
BE264221	1991-10-09 12:29	Covenant, The Ministry of Transportation And Highways

PID 023-107-499

AC138639	1989-04-19 14:13	Easement
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BE264220	1991-10-09 12:29	Statutory Right of Way, District of Pitt Meadows
BE264221	1991-10-09 12:29	Covenant, The Ministry of Transportation And Highways

Schedule "F" – The Lands

1. The Lands consist of the property with a civic address of 19040 Lougheed Highway, Pitt Meadows, BC and legally known as:
 - (a) Parcel Identifier: 023-107-464 Legal Description: STRATA LOT 7 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V;
 - (b) Parcel Identifier: 023-107-472 Legal Description: STRATA LOT 8 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V;
 - (c) Parcel Identifier: 023-107-481 Legal Description: STRATA LOT 9 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V; and
 - (d) Parcel Identifier: 023-107-499 Legal Description: STRATA LOT 10 SECTION 25 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT STRATA PLAN LMS148 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V.