



FORCE FILED

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

**NOTICE OF APPLICATION
re Claims Process Order**

Name of applicants: The Petitioners

To: the Service List

TAKE NOTICE that an application will be made by the Petitioners to Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver on 27/Jul/2023 at 9:00 a.m. for the order set out in Part 1 below.

Part 1: ORDER SOUGHT

1. A Claims Process Order substantially in the form attached hereto as Schedule "A", which provides for, among other things, the approval under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "CCAA") of the proposed claims process to identify and determine claims of the Petitioners' and those other parties listed on Schedule "A" (the "Debtors") creditors (the "Claims Process" and the "Claims Process Order").

Part 2: FACTUAL BASIS

2. Pursuant to an order of the Supreme Court of British Columbia (the "Court") made on July 17, 2023 (the "Initial Order"), the Debtors were granted protection under the CCAA and Ernst & Young Inc. ("EY") was appointed as monitor (in such capacity, the "Monitor").

3. Pursuant to the terms of the Initial Order, the Court, among other things:
 - (a) granted a stay of proceedings until July 27, 2023, and set July 27, 2023, as the date for the comeback hearing in these proceedings; and
 - (b) granted the following charges:
 - (i) the Administration Charge, up to a maximum of \$200,000, to secure the fees and disbursements of counsel for the Petitioners, the Monitor, and counsel for the Monitor; and
 - (ii) the D&O Charge, up to a maximum of \$300,000.
4. The Petitioners are seeking an extension of the stay as well as an increase to the above-mentioned charges, and the application for that relief is to be heard at the same time as this application.

Claims Process

5. In this section, capitalized terms not otherwise defined have the meanings given to them in the Claims Process Order.
6. The Claims Process is necessary to facilitate: (a) the Debtors' development and implementation of a plan of compromise and arrangement (the "**Plan**"); and (b) distributions to Creditors with Proven Claims as contemplated by such Plan.
7. The Claims Process Order is intended to permit the Debtors to identify and quantify all Claims against the Debtors, as well as their Directors and Officers, other than:
 - (a) any claim of an employee of the Debtors for wages, including accrued vacation liabilities, but excluding severance or termination pay;
 - (b) any claim secured by the Administration Charge or the D&O Charge;
 - (c) any claim that cannot be compromised due to the provisions of sections 5.1(2) and 19(2) of the CCAA;
 - (d) any claim in respect of any payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA;
 - (e) any claim arising from the supply of goods or services to any of the Debtors after the date on which the Initial Order was granted (the "**Filing Date**"), or a claim for sales or excise taxes, source deductions or assessments and premiums arising in relation to such claims ("**Post-Filing Claims**"). Post-Filing Claims do not include claims in respect of an obligation incurred prior to the Filing Date but payable after the Filing Date;

- (f) any claim in respect of a purchase money security interest or lease registered as against a Debtor as of the Filing Date in the Personal Property Registry of British Columbia, but only in respect and to the extent of a valid claim in respect of such purchase money security interest or lease;
 - (g) any claim of a Debtor's landlord in respect of a lease that has not been disclaimed, transferred or assigned on or before the date on which an order is granted sanctioning and approving the Plan but only in so far as landlord's claim for rent arises after the Filing Date; and
 - (h) a claim on behalf of the Crown as described in subsection 6(3) of the CCAA.
8. Although the claims solicited by the proposed Claims Process Order are broad, the draft order does not provide for the barring or extinguishment of any claims other than those capable of being barred or extinguished pursuant to the provisions of the CCAA.
9. The proposed timeline for the Claims Process is as follows:
- (a) within two (2) business days of approval of the Claims Process Order, the Monitor will post on the Monitor's Website copies of the Claims Process Order, the Claims Process Instruction Letter, a blank Proof of Claim form, and a blank Notice of Dispute form;
 - (b) within ten (10) business days of approval of the Claims Process Order, the Monitor will:
 - (i) cause the Claims Package to be delivered to each Creditor with a Claim as evidenced by the books and records of the Debtors.
 - (c) the Claims Bar Date is September 15, 2023 (the "**Claims Bar Date**");
 - (d) the Restructuring Claims Bar Date shall be the later of:
 - (i) the Claims Bar Date, or such other date as ordered by the Court; and
 - (ii) 5:00 p.m. (Vancouver time) on the date that is thirty (30) days after the date on which the Monitor causes a Claim Package to be sent to a Creditor;
 - (e) any Creditor who is sent a Notice of Revision or Disallowance in respect of its Claim and who wishes to dispute it must:
 - (i) within ten (10) days of receiving the Notice of Revision or Disallowance, deliver a completed Notice of Dispute to the Monitor; and
 - (ii) within fourteen (14) days of the date of the applicable Notice of Revision or Disallowance, file and serve on the Petitioners and the Monitor a Notice

of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material.

10. Any Claim that is referred to the Court for adjudication in accordance with the Claims Process Order shall be adjudicated on a *de novo* basis.
11. The Claims Process has been developed with input from, and is supported by, the Monitor.

Part 3: LEGAL BASIS

1. The Petitioners rely on:
 - (a) The CCAA and, in particular, ss. 11, 18.6, 19, 20, 21, 22, and 22.1;
 - (b) The *Supreme Court Civil Rules*, BC Reg 168/2009;
 - (c) The inherent and equitable jurisdiction of this Honourable Court; and
 - (d) Such further and other legal bases and authorities as counsel may advise and this Honourable Court may permit.

2. The remedial objective of the CCAA is to facilitate a restructuring of a debtor company. Section 11 of the CCAA provides this court with the broad statutory authority to make such orders as are necessary to achieve that objective. It is “the engine” driving the statutory scheme.

9354-9186 Québec inc. v. Callidus Capital Corp., 2020 SCC 10 at para 48

3. These proceedings are providing the Debtors with the opportunity to restructure their debt obligations in a stable environment with the breathing space afforded by filing for protection under the CCAA. They are intended to provide a forum to allow the Debtors to develop the Plan, which is intended to provide creditors with a better outcome than an immediate liquidation of the Debtors’ businesses and assets.
4. Although the CCAA does not expressly contemplate a claims process, such orders are common practice, and a claims process is an important step in most restructuring proceedings.

Quest University Canada (Re), 2020 BCSC 1845 at para. 21, citing *ScoZinc Ltd. (Re)*, 2009 NSSC 136 at para. 23 and *Bul River Mineral Corporation (Re)*, 2014 BCSC 1732 at paras. 31-32.

5. In *Timminco Limited (Re)*, 2014 ONSC 3393, Mr. Justice Morawetz reviewed the “first principles” relating to Claims Procedure orders and their purpose within CCAA proceedings:

[41] It is also necessary to return to first principles with respect to claims-bar orders. The CCAA is intended to facilitate a compromise or arrangement between a debtor company and its creditors and shareholders. For a debtor company engaged in restructuring under the CCAA, which may include a liquidation of its assets, it is of fundamental importance to determine the quantum of liabilities to which the debtor and, in certain circumstances, third parties are subject. It is this desire for certainty that led to the development of the practice by which debtors apply to court for orders which establish a deadline for filing claims.

6. The purpose of the Claims Process is to identify and quantify claims against the Debtors and their directors and officers. The Claims Process is necessary to enable the Debtors to develop and implement the Plan.
7. The Claims Process has been developed with input from, and is supported by, the Monitor.
8. It is submitted that the Claims Process contemplated in the Claims Process Order sought furthers the remedial objectives of the CCAA and the Claims Process should be approved by this Court.

Part 4: MATERIAL TO BE RELIED ON

9. Affidavit #1 of André Joseph Bourque, made on July 16, 2023.
10. Affidavit #2 of André Joseph Bourque, made on July 24, 2023;
11. First Report of the Monitor; and
12. Such further and other material as counsel may advise and this Honourable Court may allow.

The applicants estimate that the application will take 30 minutes.

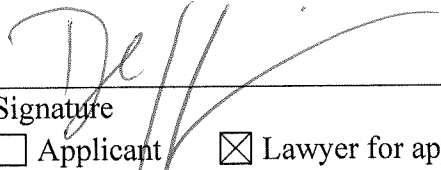
This matter is not within the jurisdiction of a master. Justice Fitzpatrick is seized of these CCAA proceedings.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to the application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

- (i) a copy of the filed application response;
- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: 24/Jul/2023



Signature
 Applicant Lawyer for applicants
Rebecca M. Morse/Tevia R.M. Jeffries

THIS NOTICE OF APPLICATION is prepared and delivered by Tevia R.M. Jeffries of the firm Farris LLP, Barristers & Solicitors, whose place of business and address for service is 2500 – 700 West Georgia Street, Vancouver, British Columbia, V7Y 1B3. Telephone: (604) 684-9151. Facsimile: (604) 661-9349. **Attention: Rebecca M. Morse/Tevia Jeffries.**

To be completed by the court only:	
Order made	
<input type="checkbox"/>	in the terms requested in paragraphs of Part 1 of this notice of application
<input type="checkbox"/>	with the following variations and additional terms:
_____ _____ _____ _____	
Dated:	Signature of
	<input type="checkbox"/> Judge <input type="checkbox"/> Master

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- other

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
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**IN THE MATTER OF THE JOSEPH RICHARD HOSPITALITY GROUP LTD.
AND THOSE PARTIES LISTED ON SCHEDULE "A"**

PETITIONERS

**ORDER MADE AFTER APPLICATION
(CLAIMS PROCESS ORDER)**

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))
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BEFORE)	THE HONOURABLE JUSTICE)
)	FITZPATRICK)
))
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July 27, 2023

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia on this date and on hearing Rebecca Morse and Tevia Jeffries, counsel for the Petitioners and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the First Affidavit of André Joseph Bourque made July 16, 2023, the Second Affidavit of André Joseph Bourque made July 24, 2023, and the First Report of Ernst & Young Inc., in its capacity as Monitor (the "**Monitor**"); AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES that:

1. Unless otherwise stated herein, capitalized terms in this Claims Process Order shall have the meanings ascribed to them in Schedule "B" hereof.

NOTICE OF CLAIMS PROCESS

2. Forthwith after the date of this Claims Process Order, and in any event within two (2) Business Days following the date of this Claims Process Order, the Monitor shall post on the Monitor's Website copies of this Claims Process Order, the Claims Process Instruction Letter, a blank Proof of Claim form and a blank Notice of Dispute form.
3. Forthwith after the date of this Claims Process Order, and in any event within ten (10) Business Days following the date of this Claims Process Order, the Monitor shall cause:
 - (a) a Claims Package to be sent to each Creditor with a Claim as evidenced by the books and records of the Debtors in accordance with paragraph 8 of this Claims Process Order.
4. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith cause a Claims Package to be sent to such Creditor or direct the Creditor to the documents posted on the Monitor's Website, and otherwise respond to any request relating to the Claims Process as may be appropriate in the circumstances.

NOTICE SUFFICIENT

5. Each of the:
 - (a) Claims Process Instruction Letter attached as Schedule "C";
 - (b) Proof of Claim form attached as Schedule "D";
 - (c) Notice of Revision or Disallowance attached as Schedule "E"; and
 - (d) Notice of Dispute attached as Schedule "F",

are hereby approved in substantially the forms attached. Despite the foregoing, the Monitor may, from time to time and with the consent of the Petitioners, make minor changes to such forms as the Monitor considers necessary or desirable.

6. The sending to the Creditors of the Claims Package in accordance with this Claims Process Order, and completion of the other requirements of this Claims Process Order, shall constitute good and sufficient service and delivery of notice of this Claims Process Order, the Claims Process, the Restructuring Claims Bar Date, and the Claims Bar Date on all Persons who may be entitled to receive notice thereof or of these proceedings and who may wish to assert a Claim, or who may wish to appear in these proceedings. No other notice or service need be given or made, and no other document or material need be sent to or served upon any Person in respect of this Claims Process Order or the Claims Process.
7. The accidental failure to transmit or deliver the Claims Package by the Monitor in accordance with this Claims Process Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the Claims Bar Date.

SERVICE

8. The Petitioners and the Monitor may, unless otherwise specified by this Claims Process Order, serve and deliver any letters, notices or other documents to Creditors or any other Person by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Debtors or set out in a Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission, by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. on a Business Day or other than on a Business Day, on the following Business Day.
9. Any Claims Process Forms or other notice or communication required to be provided or delivered by a Creditor to the Monitor or the Petitioners under this Claims Process Order shall be in writing in substantially the form, if any, provided for in this Claims Process

Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

Ernst and Young Inc.

Court-appointed Monitor of The Joseph Richard Hospitality Group Ltd.
Suite 1900 – 1133 Melville Street
Vancouver, British Columbia V6E 4E5
Attention: Kaleb Dekker
Fax: 604.899.3530
Email: kaleb.dekker@parthenon.ey.com

10. Any notice, communication, or court materials delivered by a Creditor or other party to the Monitor or the Petitioners in respect of these proceedings shall be deemed to be received upon actual receipt thereof by the Monitor or Petitioners if received before 5:00 p.m. (Vancouver time) on a Business Day or, if delivered after 5:00 p.m. (Vancouver time) on a Business Day or other than on a Business Day, on the next Business Day.
11. If, during any period in which notice or other communications are being given or sent pursuant to this Claims Process Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not, absent further Order, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Process Order.
12. In the event this Claims Process Order is later amended by further Order, the Monitor shall post such further Order on the Monitor's Website, and the Petitioners or the Monitor may deliver such further Order on the Service List and such posting and service (if any) shall constitute adequate notice to Creditors of the amendments made.

CLAIMS PROCESS

13. The Claims Process set out herein, including the Claims Bar Date and the Restructuring Claims Bar Date, is hereby approved.

14. The Petitioners and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed, executed and delivered and the time by which they are submitted, and may, where they are satisfied that a Claim has been adequately proven waive strict compliance with the requirements of this Claims Process Order. The Petitioners and the Monitor may request any further documentation from a Creditor that the Petitioners or the Monitor may require to enable them to determine the validity of a Claim.
15. Any Claims denominated in a currency other than Canadian Dollars shall be converted into Canadian Dollars at the applicable Bank of Canada exchange rates published on the Filing Date.
16. Copies of all forms delivered by or to a Creditor and determination of Claims by the Monitor, the Petitioners or the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, such Creditor shall be entitled to have access thereto by appointment during normal business hours on written request to the Petitioners and the Monitor.
17. Notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Petitioners of Proofs of Claim and the filing by any Creditor of any Proof of Claim shall not, for that reason only, grant any person any standing in these proceedings or rights under any Plan.

MONITOR'S ROLE IN CLAIMS PROCESS

18. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, as amended and restated, with the assistance of the Petitioners, shall implement and administer the Claims Process, including the determination of Claims of Creditors and the referral of any Claim to the Court as requested by the Petitioners or a Creditor from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Process Order.

19. The Monitor: (a) in carrying out its obligations under this Claims Process Order, shall have all of the protections given to it by the CCAA and the ARIO and as an officer of this Court, including the stay of proceedings in its favour; (b) shall incur no liability or obligation as a result of the carrying out of its obligations under this Claims Process Order, save and except in the event of gross negligence or wilful misconduct on the part of the Monitor; and (c) shall be entitled to rely on the books and records of the Debtors, and any information provided by the Debtors, all without independent investigations, and shall in no circumstances be liable for any claims or damages resulting from any errors or omissions in such books, records or information.
20. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Claims Process Forms delivered hereunder are completed and executed and the time by which they are submitted, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the Claims Process Order. The Monitor may request any further documentation from a Creditor that it may require to enable it to determine the validity of a Claim.
21. Copies of all forms delivered by or to a Creditor shall be maintained by the Monitor and, upon written request, the Monitor shall provide such Creditor with copies of such forms.

FILING PROOFS OF CLAIM

22. Any Creditor who wishes to assert a Claim against any of the Debtors, whether or not such Creditor received a Claims Package, or any Director or Officer, shall file a Proof of Claim with the Monitor in the manner set out in paragraph 9 hereof so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
23. Any Creditor that does not file a Proof of Claim as provided for in paragraph 22 hereof so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor, with the prior written consent of the Petitioners, may agree to in writing or the Court may otherwise direct, shall:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Debtors, or any D&O Claim against any of the Directors or Officers, and all such Claims shall be forever extinguished;
 - (b) not be permitted to vote on any Plan on account of any such Claim;
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Debtors' assets, or otherwise on account of any such Claim; and
 - (d) not be entitled to receive any further notice in respect of the Claims Process.
24. The Monitor shall not be obligated to issue a Notice of Revision or Disallowance in respect of a Proof of Claim received after the Claims Bar Date.
25. Notwithstanding anything contained in this Claims Process Order, any Unaffected Claims (as defined in any Plan) and Claims that cannot be compromised as identified in sections 5.1(2) and 19(2) of the CCAA shall not be extinguished or otherwise affected by this Claims Process Order and, for greater certainty, paragraph 23 shall not apply to such claims.

FILING PROOFS OF CLAIM FOR RESTRUCTURING CLAIMS

26. Any Creditor who wishes to assert a Restructuring Claim against any of the Debtors or any Director or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 9 hereof so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date) shall apply equally to any Restructuring Claims.
27. Any Person that does not file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 26 hereof so that such Proof of Claim is received by the Monitor on or before the Restructuring Claims Bar Date, or such later date as the Monitor, with the prior written consent of the Petitioners, may agree to in writing or the Court may otherwise direct, shall:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing a Restructuring Claim against any of the Debtors, or a D&O Claim that is a Restructuring Claim against any of the Directors or Officers in relation to the disclaimer, resiliation or termination in respect of which such Restructuring Claim arose, and all such Claims shall be forever extinguished;
 - (b) not be permitted to vote on any Plan on account of any such Restructuring Claim;
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Debtors' assets, or otherwise on account of any such Restructuring Claim; and
 - (d) not be entitled to receive any further notice in respect of the Claims Process.
28. The Monitor shall not be obligated to issue a Notice of Revision or Disallowance in respect of a Restructuring Claim received after the Claims Bar Date.

ADJUDICATION OF CLAIMS

29. Upon request, the Monitor shall provide the Petitioners' counsel with copies of any Proofs of Claim and any other documents delivered to the Monitor pursuant to the Claims Process.
30. The Petitioners and the Monitor shall review all Proofs of Claim received and the Monitor, in consultation with the Petitioners and any other person in the Monitor's discretion, shall accept, revise or reject each Claim.
31. If the Monitor, after consultation with the Petitioners, wishes to revise or disallow a Claim, the Monitor shall, no later than ten (10) Business Days after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, send such Creditor a Notice of Revision or Disallowance advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor. Other than in respect of a D&O Claim, if the Monitor does not send a Notice of Revision or Disallowance to a Creditor, the Claim as set out in the applicable Proof of Claim shall be a Proven Claim. Unless otherwise agreed as between the Monitor and the Petitioners, or ordered by the

Court, all Claims set out in Proofs of Claim that are filed after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, are deemed to be disallowed, and the Petitioners and the Monitor need not deliver a Notice of Revision or Disallowance in respect of such Claim.

32. With respect to any D&O Claim, the Monitor shall consult with the Director(s) or Officer(s) named in the Proof of Claim and, if instructed to revise or disallow the relevant D&O Claim by the named Director(s) or Officer(s), the Monitor shall issue a Notice of Revision or Disallowance advising that the D&O Claim as set out in the Proof of Claim has been revised or disallowed and the reasons therefore, failing which the D&O Claim shall be a Proven Claim.
33. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 31 of this Claims Process Order and who wishes to dispute such Notice of Revision or Disallowance must:
 - (a) within ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor, in consultation with the Petitioners, deliver a completed Notice of Dispute to the Monitor; and
 - (b) within fourteen (14) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor, in consultation with the Petitioners, serve and file on the Petitioners and the Monitor a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material.
34. If a Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 31 hereof fails to deliver a Notice of Dispute and Notice of Application along with all supporting affidavits within the time limits set forth in paragraph 33 hereof, then the Proven Claim of such Creditor, if any, shall be as set out in the applicable Notice of Revision or Disallowance.

35. Any Claim that is referred to the Court for adjudication pursuant to paragraphs 33 or 37 hereof shall be adjudicated on a *de novo* basis.
36. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, shall be final for all purposes including in respect of the Plan and voting thereon (unless otherwise provided for in any subsequent Order), and for any distribution made to Creditors of the Debtors, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting the Debtors.
37. Notwithstanding anything to the contrary herein, the Monitor may at any time:
 - (a) refer a Claim for resolution to the Court for any purpose where in the Monitor's discretion, in consultation with the Petitioners, such a referral is preferable or necessary for the resolution or valuation of the Claim;
 - (b) in writing, accept the amount of a Claim for voting purposes without prejudice to the right of the Petitioners or any affected Creditor to later contest the validity or amount of the Claim;
 - (c) with the consent of the Petitioners, in writing, settle and resolve any disputed Claims;
 - (d) set down an application before the Court to resolve a Claim wherein a Creditor has properly issued a Notice of Dispute under paragraph 33 hereof, whereby the Court will hear the application as a hearing *de novo*; and
 - (e) extend the time period within which the Monitor, a Creditor, or any other party is required to take any steps related to adjudication of Claims pursuant to this Claims Process Order, including without limitation the time period set out in paragraph 33 for delivery by the Monitor of a Notice of Revision or Disallowance to a Creditor, and the time period for any response of the Monitor, the Petitioners,

or a Director or Officer, as the case may be, to a Notice of Application seeking to appeal a Revision or Disallowance and supporting affidavit material, provided that no extension of time by the Monitor with respect to the adjudication of Claims pursuant to this section or otherwise shall impact a Creditor's obligation to deliver a Proof of Claim form, to the Monitor pursuant to this Order or the application of the Claims Bar Date or the Restructuring Bar Date to any Creditor.

SET-OFF

38. The Monitor may set off (whether by legal, equitable or contractual set-off) against payments or other distributions to be made to any Creditor, any claims of any nature whatsoever that any of the Debtors may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors of any such claim that the Debtors may have against such Creditor.

NOTICE OF TRANSFEREES

39. If the holder of a Claim has transferred or assigned the whole of such Claim to another Person, neither the Monitor nor the Petitioners shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged in writing by the Petitioners and the Monitor. Subject to further order of the Court, any transferee or assignee of a Claim: (i) shall for the purposes of the Claims Process be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the Petitioners and the Monitor of satisfactory evidence of such transfer or assignment; (ii) takes the Claim subject to any defences or rights which the Debtors may have in respect thereof including any right of setoff to which the Debtors, or in the case of a D&O Claim, the affected Director(s) or Officer(s) may be entitled. For greater certainty: (i) a transferee or assignee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such

Person to the Debtors; and (ii) Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.

40. Reference to a transfer or assignment in this Claims Process Order includes a transfer or assignment whether absolute or intended as security.

GENERAL

41. Notwithstanding the terms of this Claims Process Order, the Petitioners and the Monitor may apply to this Court from time to time for directions from the Court with respect to this Claims Process Order and the Claims Process, or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Claims Process Order, including the schedules to this Claims Process Order.
42. Subject to further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provision of a Plan and this Claims Process Order, the terms, conditions and provision of such Plan shall govern and be paramount, and any such provision of this Claims Process Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
43. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunals, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Process Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Process Order.
44. Endorsement of this Claims Process Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

Signature of

Lawyer for the Petitioners

Rebecca M. Morse/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.
Lowercase Capital Consulting 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

NAME OF COUNSEL	PARTY REPRESENTING
Tevia Jeffries & Rebecca Morse	Petitioners
David Gruber	Ernst & Young Inc.
William Roberts & Kimia Jalilvand	Bank of Montreal
	Canadian Western Bank

Schedule "C"
Defined Terms

1. **"Business Day"** means any day other than a Saturday, Sunday or a holiday on which banks are generally closed for business in Vancouver, British Columbia;
2. **"Claim"** means any right of any Person against any of the Debtors, arising in or in connection with any jurisdiction, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of any of the Debtors owed to such Person and any interest, or penalties accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing, or transactions which occurred, prior to the Filing Date, or which would have been claims provable in bankruptcy had the Debtors become bankrupt on the Filing Date (including for greater certainty any tax obligations and equity claims as such term is defined in the CCAA), and shall include, without limitation, any Restructuring Claim and any D&O Claim, and **"Claims"** means all of them, provided however that in no case shall **"Claim"** include an Excluded Claim;
3. **"Claims Bar Date"** means 5:00 p.m. (Vancouver time) on September 15, 2023, or such other date as may be ordered by the Court;
4. **"Claims Package"** means the document package which shall include copies of: (i) the Claims Process Instruction Letter; and (ii) a blank Proof of Claim form;
5. **"Claims Process Forms"** means the Claims Process Instruction Letter, Proof of Claim Form, Notice of Revision or Disallowance, and Notice of Dispute of Revision or Disallowance;
6. **"Claims Process Instruction Letter"** means the letter explaining how to complete a Proof of Claim;
7. **"Creditor"** means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver and manager, or other Person acting on behalf of such Person. **"Creditor"** shall not, however, include a Person in respect of its Excluded Claim;
8. **"D&O Claim"** means any right or claim as described in subsection 11.03(1) of the CCAA as well as any right or claim of any Person against one or more of the Directors and Officers of any nature whatsoever, present, future, due or accruing due to such Person and any interest accrued thereon or cost payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, and the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause which

indebtedness, liability or obligations is based in whole or in part on facts existing as at the Filing Date;

9. “**Debtors**” means the Petitioners and non-petitioner entities identified in Schedule A;
10. “**Director**” means anyone who is or was or may be deemed to be or to have been, whether by statute, operation or law or otherwise, a director or *de facto* director of any of the Debtors;
11. “**Excluded Claim**” means any right or claim that would otherwise be a Claim that is:
 - a. any claim enumerated in subsection 5.1(2) of the CCAA;
 - b. any claim or other indebtedness or obligation secured by the Administration Charge; and
 - c. any indemnity claims of the Directors and Officers that are secured by the Directors’ Charge.
12. “**Filing Date**” means July 17, 2023.
13. “**Monitor**” means Ernst & Young Inc. in its capacity as Court-appointed Monitor pursuant to the appointed pursuant to the Initial Order, and not in its personal or corporate capacity;
14. “**Monitor’s Website**” means the Monitor’s website located at www.ey.com/ca/jrg;
15. “**Officer**” means anyone who is or was or may be deemed to be or to have been, whether by statute, operation or law or otherwise, an officer or *de facto* officer of any of the Debtors;
16. “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, a governmental authority or any other entity;
17. “**Plan**” means any plan of arrangement, plan of compromise or arrangement, or any other arrangement, to be voted on by some or all creditors of the Debtors in connection with this proceeding;
18. “**Proven Claim**” means a claim that has been proven in accordance with this Order; and
19. “**Restructuring Claims Bar Date**” means 5:00 p.m. (Vancouver time) on the later of (i) thirty (30) days after the date on which the Monitor sends a Claims Package to any person holding a Restructuring Claim; or (ii) the Claims Bar Date, or such other date as may be ordered by the Court.

Schedule "D"
Claims Process Instructions Letter

CLAIMS PROCESS INSTRUCTION LETTER

IN THE MATTER OF THE JOSEPH RICHARD HOSPITALITY GROUP LTD., 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 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., LOWERCASE CAPITAL CONSULTING 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., and WHISKEY CHARLIE HOLDINGS LTD.
(the "Petitioners"), and
BLANK CANVAS CATERING LTD., JRG QUEENS LRS VENTURES LTD., JRG CHILLIWACK HOLDINGS LTD., JRG GROWTH VENTURES LTD., JRG PUBLISHED HOLDINGS LTD., and JRG WHIP HOLDINGS LTD.
(collectively, with the Petitioners, the "Debtors")

CLAIMS PROCESS INSTRUCTION LETTER

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN SCHEDULE "A" HERETO

The Petitioners have identified you as a Person with a Claim against one or more of the Debtors. This Instruction Letter provides instructions regarding the Claims Process.

OVERVIEW OF THE CLAIMS PROCESS

On July 27, 2023, on application by the Petitioners, the Court granted the Claims Process Order in proceedings commenced by the Petitioners under the CCAA. The Claims Process Order establishes the Claims Process by which Claims against the Debtors and their Directors and Officers may be proved.

A copy of the Claims Process Order is posted on the Monitor's Website at: www.ey.com/ca/jrg.

The Monitor, in conjunction with the Petitioners, has sent a Claims Package to each known Creditor as of July 17, 2023, the date the CCAA Proceedings were initiated.

PROVING YOUR CLAIM

A blank Proof of Claim form is enclosed. The completed Proof of Claim must be received by the Monitor by 5:00 p.m. (Vancouver time) on the Claims Bar Date or the Restructuring Claims Bar Date, as applicable. If no Proof of Claim is received by the Monitor by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, subject to further Order of the Court, in accordance with the Claims Process Order, then your Claims will be forever barred and extinguished, and you will be prohibited from making or enforcing a Claim against the Debtors or their Directors and Officers.

Where a Proof of Claim is received by the Monitor, the Monitor, the Petitioners and, if appropriate, the relevant Director(s) or Officer(s) will review the Proof of Claim and, as soon as reasonably practicable, determine whether the Claim or Director/Officer Claim set out in the Proof of Claim is accepted, disputed in whole, or disputed in part. Where the Claim is disputed in whole or in part, the Monitor will, within ten (10) Business Days after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, issue a Notice of Revision or Disallowance to the Creditor advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor.

If a Creditor objects to a Notice of Revision or Disallowance, the Creditor must notify the Monitor of the objection in writing by submitting a Notice of Dispute by prepaid registered mail, email, personal delivery, courier, or facsimile to the Monitor within ten (10) days of the date of delivery of the Notice of Revision or Disallowance. The Creditor must also, within fourteen (14) days after the date of delivery of the Notice of Revision or Disallowance, file and serve on the Petitioners and the Monitor a Notice of Application seeking to appeal the Notice or Revision or Disallowance, along with all supporting affidavit material. The appeal from the Notice of Revision or Disallowance shall proceed as a hearing *de novo*, and the parties may adduce evidence in respect of the Claim not previously included in connection with the applicable Proof of Claim or in connection with the corresponding Notice of Revision or Disallowance.

THE MONITOR

All documentation referred to in this Instruction Letter as being deliverable to the Monitor, including a Proof of Claim or a Notice of Dispute, and all enquiries or questions regarding the Claims Process, should be addressed to the court-appointed Monitor at:

Ernst and Young Inc.
Court-appointed Monitor
Suite 1900 – 1133 Melville Street
Vancouver, British Columbia V6E 4E5
Attention: Kaleb Dekker

Telephone: 604.648.6716
Fax: 604.899.3530
Email: kaleb.dekker@parthenon.ey.com

Additional Proofs of Claim can be found on the Monitor's Website or obtained by contacting the Monitor at the address indicated above and providing your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proofs of Claim.

If you are submitting your Proof of Claim electronically, please submit your Proof of Claim, and any accompanying documentation, in **one** PDF file.

Proofs of Claim submitted in a currency other than Canadian Dollars will be converted to Canadian Dollars at the applicable Bank of Canada exchange rate published on July 17, 2023 (the "**Filing Date**").

CLAIMS PROCESS ORDER

This Instruction Letter is provided to assist you in participating in the Claims Process. If anything in this Instruction Letter differs from the terms of the Claims Process Order, the terms of the Claims Process Order will govern.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER IF YOU FAIL TO FILE A PROOF OF CLAIM BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, YOUR CLAIMS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE DEBTOR OR ITS DIRECTORS AND OFFICERS.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU RECEIVE A NOTICE OF REVISION OR DISALLOWANCE AND DO NOT FILE A NOTICE OF DISPUTE WITH THE MONITOR WITHIN FIVE BUSINESS DAYS AFTER THE DATE OF DELIVERY OF THE NOTICE OF REVISION OR DISALLOWANCE, YOU WILL: (I) YOU WILL BE DEEMED TO HAVE ACCEPTED THE AMOUNT AND STATUS OF YOUR CLAIM DEEMED TO HAVE ACCEPTED THE AMOUNT AND STATUS OF YOUR CLAIM AS SET FORTH IN THE NOTICE OF REVISION OR DISALLOWANCE, IF ANY; AND (II) YOU WILL HAVE NO FURTHER CLAIM AGAINST THE DEBTOR OR ANY DIRECTORS OR OFFICERS, AND ALL SUCH FURTHER CLAIMS WILL BE AUTOMATICALLY DISCHARGED AND RELEASED AND YOU WILL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR BRINGING ANY SUCH FURTHER CLAIM.

DATED THE _____ DAY OF JULY, 2023 AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA

ERNST AND YOUNG INC.,
in its capacity as the court-appointed
Monitor of The Joseph Richard Hospitality Group Ltd.

PER: _____

APPENDIX "A"

Definitions

1. "ARIO" means the Order made July 27, 2023, in the CCAA Proceedings, amending and restating the Initial Order, as may be amended and extended from time to time;
2. "**Business Day**" means any day other than a Saturday, Sunday or a holiday on which banks are generally closed for business in Vancouver, British Columbia;
3. "CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
4. "CCAA Proceedings" means the proceedings commenced by the Petitioner under the CCAA on the Filing Date in Supreme Court of British Columbia Action No. S-235026, Vancouver Registry;
5. "**Claim**" means any right of any Person against any of the Debtors, arising in or in connection with any jurisdiction, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of any of the Debtors owed to such Person and any interest, or penalties accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing, or transactions which occurred, prior to the Filing Date, or which would have been claims provable in bankruptcy had the Debtors become bankrupt on the Filing Date (including for greater certainty any tax obligations and equity claims as such term is defined in the CCAA), and shall include, without limitation, any Restructuring Claim and any D&O Claim, and "Claims" means all of them, provided however that in no case shall "Claim" include an Excluded Claim;
6. "**Claims Bar Date**" means 5:00 p.m. (Vancouver time) on September 15, 2023, or such other date as may be ordered by the Court;
7. "**Claims Package**" means the document package which shall include copies of: (i) this Instruction Letter; and (ii) a blank Proof of Claim form.
8. "**Claims Process**" means the determination and adjudication of Claims to be undertaken and administered by the Monitor and the Petitioner pursuant to the terms of the Claims Process Order;

9. “**Claims Process Order**” means the Order of the Court made in the CCAA Proceedings on July 27, 2023 establishing the Claims Process;
10. “**Court**” means the Supreme Court of British Columbia;
11. “**Creditor**” means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver and manager, or other Person acting on behalf of such Person. “Creditor” shall not, however, include a Person in respect of its Excluded Claim;
12. “**D&O Claim**” means any right or claim as described in subsection 11.03(1) of the CCAA as well as any right or claim of any Person against one or more of the Directors and Officers of any nature whatsoever, present, future, due or accruing due to such Person and any interest accrued thereon or cost payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, and the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause which indebtedness, liability or obligations is based in whole or in part on facts existing as at the Filing Date;
13. “**Director**” means anyone who is or was or may be deemed to be or to have been, whether by statute, operation or law or otherwise, a director or *de facto* director of any of the Debtors;
14. “**Filing Date**” means July 17, 2023;
15. “**Initial Order**” means the Order made July 17, 2023, in the CCAA Proceedings;
16. “**Instruction Letter**” means this letter;
17. “**Monitor**” means Ernst and Young Inc. in its capacity as Court-appointed Monitor pursuant to the ARIO;
18. “**Monitor’s Website**” means the Monitor’s website located at www.ey.com/ca/jrg;
19. “**Notice of Dispute**” means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance;
20. “**Notice of Revision or Disallowance**” means the notice that may be delivered by the Monitor to a Creditor advising that the Petitioner has revised or disallowed in whole or in part such Creditor’s Claim as set out in its Proof of Claim;
21. “**Officer**” means anyone who is or was or may be deemed to be or to have been, whether by statute, operation or law or otherwise, an officer or *de facto* officer of any of the Debtors;
22. “**Order**” means an order of the Court made in these CCAA Proceedings;
23. “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, a governmental authority or any other entity;

24. **“Proof of Claim”** means the form to be completed and filed by a Creditor disputing its Claim as set out in the Claims Package;
25. **“Restructuring Claims Bar Date”** means 5:00 p.m. (Vancouver time) on the later of (i) thirty (30) days after the date on which the Monitor sends a Claims Package to any person holding a Restructuring Claim; or (ii) the Claims Bar Date, or such other date as may be ordered by the Court.

Schedule "E"
Proof of Claim Form

PROOF OF CLAIM

IN THE MATTER OF THE JOSEPH RICHARD HOSPITALITY GROUP LTD., 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
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., LOWERCASE
CAPITAL CONSULTING 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., and WHISKEY CHARLIE HOLDINGS LTD.
(the "Petitioners"), and
BLANK CANVAS CATERING LTD., JRG QUEENS LRS VENTURES LTD., JRG
CHILLIWACK HOLDINGS LTD., JRG GROWTH VENTURES LTD., JRG
PUBLISHED HOLDINGS LTD., and JRG WHIP HOLDINGS LTD.
(collectively, with the Petitioners, the "Debtors")

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE ENCLOSED CLAIMS PROCESS INSTRUCTION LETTER, INCLUDING APPENDIX "B" THERETO.

Please read the enclosed Claims Process Instruction Letter carefully prior to completing this Proof of Claim.

Please review the Claims Process Order, which is posted to the Monitor's Website at: www.ey.com/ca/jrg.

1. Particulars of Claim

(a) Please complete the following *(The name and contact information should be of the original Creditor, regardless of whether all or any portion of the Claim has been assigned)*.

Full Legal Name:	
Full Mailing Address:	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

(b) Has all or part of the Claim been assigned by the Creditor to another party?

Yes:

No:

2. Particulars of Assignee(s) (If any)

Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of the assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.

Full Legal Name of Assignee:	
Full Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
E-mail address of Assignee:	
Attention (Contact Person):	

3. **Proof of Claim**

I, _____ (name), of _____
(City and Province, State or Territory) do hereby certify that:

- I am a Creditor; **or**
 I am the _____ (state position or title) of _____ (name of corporate Creditor), which is a Creditor;
- I have knowledge of all the circumstances connected with the Claim referred to below;
- I (or the corporate Creditor, as applicable) have a Claim against the one or more of the Debtors indicated beside the checked boxes in Appendix "A" as follows:

CLAIM (as at July 17, 2023):

\$ _____ (insert amount of Claim)

RESTRUCTURING CLAIM:

\$ _____ (insert amount of Claim resulting from the disclaimer, resiliation or termination, after the Filing Date, of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);

TOTAL CLAIM(S) \$ _____

- I (or the corporate Creditor, as applicable) have a Director/Officer Claim against the following persons _____ (if asserting a Claim against a Director or Officer, insert name(s) of such persons) as follows:

DIRECTOR/OFFICER CLAIM:

\$ _____ (insert amount of Claim)

Note: Claims should be submitted in Canadian Dollars, converted using the applicable exchange rate on July 17, 2023. Claims submitted in a currency other than Canadian Dollars will be converted to Canadian Dollars as at that date.

4. **Nature of Claim**

(Check and complete appropriate category)

A. UNSECURED CLAIM OF \$ _____. That in respect of this debt, no assets of the Debtors is pledged or held as security.

B. SECURED CLAIM OF \$_____. That in respect of this debt, assets of the Debtors valued at \$_____ are pledged to or held by me as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was obtained, and attach a copy of any security documents.)

5. Particulars of Claims

Please attach details concerning the particulars of the Creditor's Claims or Restructuring Claims, as well as any security held by the Creditor.

(Provide all particulars of the Claims and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, amounts of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the relevant member(s) of the Debtors to the Creditor or asserted by the Creditor and estimated value of such security. Where a Claim is advanced against any Director or Officer, please explain the basis for such Claim, including, if applicable, reference to any relevant statutory or other authority.)

6. Filing of Claims

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on September 15, 2023** (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Filing Date **must be received by the Monitor by the later of: (a) the Claims Bar Date, and (b) 30 days after the date on which the Monitor sends a Claims Package to any person holding a Restructuring Claim** (the "Restructuring Claims Bar Date").

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR PROOF OF CLAIM BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE DEBTORS OR THEIR DIRECTORS AND OFFICERS.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, courier or facsimile transmission at the following addresses:

Ernst and Young Inc.
Court-appointed Monitor
Suite 1900 – 1133 Melville Street

Vancouver, British Columbia V6E 4E5
Attention: Kaleb Dekker
Telephone: 604.648.6716
Fax: 604.899.3530
Email: kaleb.dekker@parthenon.ey.com

DATED this _____ day of _____, 2023.

Witness:

Per: _____

Print name of Creditor:

*If Creditor is other than an individual, print name
and title of authorized signatory*

Name: _____

Title: _____

Schedule "F"
Notice of Revision or Disallowance

**IN THE MATTER OF THE JOSEPH RICHARD HOSPITALITY GROUP LTD.,
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 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., LOWERCASE CAPITAL
CONSULTING 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., and
WHISKEY CHARLIE HOLDINGS LTD.
(the "Petitioners"), and
BLANK CANVAS CATERING LTD., JRG QUEENS LRS VENTURES LTD., JRG
CHILLIWACK HOLDINGS LTD., JRG GROWTH VENTURES LTD., JRG
PUBLISHED HOLDINGS LTD., and JRG WHIP HOLDINGS LTD.
(collectively, with the Petitioners, the "Debtors")**

NOTICE OF REVISION OR DISALLOWANCE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Full Legal Name of Creditor: _____

Reference #: _____

Pursuant to the order of the Supreme Court of British Columbia made July 27, 2023, as may be amended, restated or supplemented from time to time (the “**Claims Process Order**”), Ernst and Young Inc., in its capacity as Monitor of the Petitioner, hereby gives you notice that the Petitioners, in consultation with the Monitor, has reviewed your Proof of Claim and revised or disallowed your Claim as follows:

	Proof of Claim as Submitted	Revised Claim as Accepted (\$CAD)	Secured (\$CAD)	Unsecured (\$CAD)
Total Claim				

Reason for the Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

To dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein so that such Notice of Dispute is received by the Monitor by 5:00 p.m. (Vancouver time) on [●], 2023, being ten days after the date of delivery of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Petitioner, in consultation with the Monitor.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance.

Address for service of Notice of Dispute:

Ernst and Young Inc.
Court-appointed Monitor
Suite 1900 – 1133 Melville Street
Vancouver, British Columbia V6E 4E5
Attention: Kaleb Dekker
Telephone: 604.648.6716
Fax: 604.899.3530
Email: kaleb.dekker@parthenon.ey.com

Dated at _____ this _____ day of _____, 2023.

ERNST AND YOUNG INC.

In its capacity as the Court-appointed Monitor

Per: _____

Name: _____

Title: _____

Schedule "G"
Notice of Dispute

**IN THE MATTER OF THE JOSEPH RICHARD HOSPITALITY GROUP LTD., 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
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., LOWERCASE
CAPITAL CONSULTING 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., and WHISKEY CHARLIE HOLDINGS LTD.
(the "Petitioners"), and
BLANK CANVAS CATERING LTD., JRG QUEENS LRS VENTURES LTD., JRG
CHILLIWACK HOLDINGS LTD., JRG GROWTH VENTURES LTD., JRG
PUBLISHED HOLDINGS LTD., and JRG WHIP HOLDINGS LTD.
(collectively, with the Petitioners, the "Debtors")**

NOTICE OF DISPUTE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Pursuant to the Order of the Supreme Court of British Columbia made July 27, 2023 (as may be amended, restated or supplemented from time to time, the "Claims Process Order"), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by Ernst and Young Inc., in its capacity as Monitor, in respect of my/our Claim.

Full Legal Name of Original Creditor: _____

	Reviewed Claim as Accepted (\$CAD)	Reviewed Claim as Disputed (\$CAD)	Secured (\$CAD)	Unsecured (\$CAD)
Total Claim				

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Original Creditor or Representative of corporate Creditor: _____

Date: _____

(Please print name): _____

Telephone Number: (____) _____

Facsimile Number: (____) _____

Email Address: _____

Full Mailing Address:

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein and is to be received by the Monitor by 5:00 p.m. (Vancouver time) on [●], 2023 being ten days after the date of delivery of the Notice of Revision or Disallowance, or such other date as may be agreed to by the Petitioners in consultation with the Monitor.

Where this Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: [insert legal name of creditor]nod.pdf.

Address for service of Notices of Dispute:

Ernst and Young Inc.
Court-appointed Monitor
Suite 1900 – 1133 Melville Street
Vancouver, British Columbia V6E 4E5
Attention: Kaleb Dekker
Telephone: 604.648.6716
Fax: 604.899.3530
Email: kaleb.dekker@parthenon.ey.com

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
(CLAIMS PROCESS ORDER)**

TRJ/lf

File no.: 50901-1

FARRIS LLP
Barristers & Solicitors
2500 – 700 West Georgia Street
Vancouver, B.C. V7Y 1B3

Telephone: (604) 684-9151