

No. S-235026  
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  
(REAL ESTATE APPROVAL AND VESTING ORDER)**

BEFORE THE HONOURABLE  
JUSTICE FITZPATRICK

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)

MONDAY, THE 28<sup>TH</sup> DAY  
OF OCTOBER, 2024

ON THE APPLICATION of MNP Ltd. ("**MNP**"), in its capacity as the court-appointed monitor (the "**Monitor**") of the Petitioners, coming on for hearing at Vancouver, British Columbia, on the 28<sup>th</sup> day of October, 2024; AND ON HEARING H. Lance Williams and Ashley Bowron, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including the Fourth Monitor's Report, dated October 24, 2024 (the "**Fourth Monitor Report**"); 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:

## SERVICE

1. The time for service of this Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

## TRANSACTIONS

2. The sale transaction (the "**Real Estate Transaction**") of the real property located at 5708 176 Street and 5747 176A Street, Surrey British Columbia contemplated by the contract of purchase and sale dated August 21, 2024 (the "**Real Estate Purchase Agreement**") between MNP, solely in its capacity as court-appointed monitor of the Petitioners, and not in its personal capacity and 1192528 B.C. Ltd, (the "**Real Estate Purchaser**"), a copy of which is attached as Appendix F to the Fourth Monitor Report, is hereby approved, and the Real Estate Purchase Agreement is commercially reasonable. The execution of the Real Estate Purchase Agreement by the Monitor is hereby authorized and approved, and the Monitor is 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 Real Estate Transaction and for the conveyance to the Real Estate Purchaser of the assets described in the Real Estate Purchase Agreement (the "**Real Estate Assets**").
3. Upon delivery by the Monitor to the Real Estate Purchaser of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate (Real Estate Purchase)**"), all of the Petitioners' right, title and interest in and to the Real Estate Assets described in the Real Estate Purchase Agreement, shall vest absolutely in the Real Estate 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 Orders of this Court dated July 27, 2023, August 30, 2023, and May 9, 2024; and (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 "D"** hereto, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Estate Assets are hereby expunged and discharged as against the Real Estate 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 McCarthy Tétrault LLP, solicitors for the Monitor, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
  - (a) enter the Real Estate Purchaser, 1192528 B.C. Ltd., of 200-6470 201 Street, Langley, British Columbia, as the owner of the Lands identified in **Schedule "D"** 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 Real Estate 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 Real Estate 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 those listed as being retained in **Schedule "D"** hereto.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Estate Assets shall stand in the place and stead of the Real Estate Assets, and from and after the delivery of the Monitor's Certificate (Real Estate Purchase) all Claims shall attach to the net proceeds from the sale of the Real Estate Assets with the same priority as they had with respect to the Real Estate Assets

immediately prior to the sale, as if the Real Estate 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.

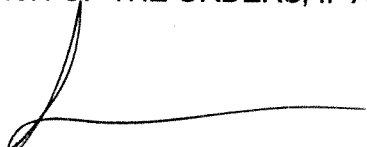
6. The Monitor is to file with the Court a copy of the Monitor's Certificate (Asset Purchase) and the Monitor's Certificate (Real Estate Purchase) forthwith after delivery thereof.
7. Subject to the terms of the Real Estate Purchase Agreement, vacant possession of the Real Estate Assets, shall be delivered by the Monitor and the Petitioners to the Real Estate Purchaser at 12:00 noon on the relevant Closing Date, as defined in section 6.1 of the Real Estate Purchase Agreement.
8. The Monitor, with the consent of the Real Estate Purchaser, shall be at liberty to make amendments or modifications to the Real Estate Purchase Agreement that would not be materially prejudicial to the interest of the Petitioners' stakeholders and 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 Real Estate Assets in the Real Estate 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. The Monitor 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.
11. Endorsement of this Order by counsel appearing on this application, other than counsel for the Monitor, is hereby dispensed with.

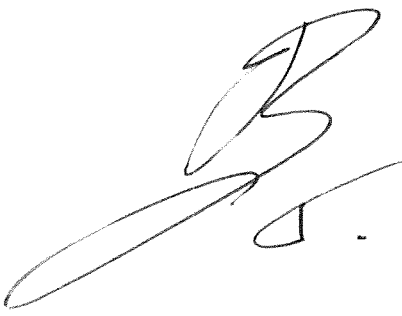
THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

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



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Lawyer for MNP Ltd.  
McCarthy Tétrault LLP  
(H. Lance Williams and Ashley Bowron)



BY THE COURT



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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**

<b>Name of Counsel</b>	<b>Party Represented</b>

**SCHEDULE "C"**

NO. S-235026  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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AND THOSE PARTIES LISTED ON SCHEDULE "A"

PETITIONERS

**MONITOR'S CERTIFICATE (REAL ESTATE PURCHASE)**

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "**Court**") pronounced on October 28, 2024 (the "**Real Estate Approval and Vesting Order**").
2. Pursuant to an Order of Justice Fitzpatrick, dated May 9, 2024, MNP Ltd. was appointed as the court-appointed monitor (the "**Monitor**") of the Petitioners.
3. Pursuant to the Real Estate Approval and Vesting and Order, the Court, among other things, approved the Real Estate Purchase Agreement, and the transactions contemplated thereby, and providing for the occurrence of certain events in the specified sequence upon delivery by the Monitor to the Real Estate Purchaser of a certificate confirming (i) payment by the Real Estate Purchaser of the Purchase Price as defined in the Real Estate Purchase Agreement; (ii) that the conditions to completion as set out in the Real Estate Purchase Agreement have been satisfied or waived by the Monitor; and (iii) the Real Estate Transaction has been completed to the satisfaction of the Monitor.



**THE MONITOR HEREBY CONFIRMS AND CERTIFIES THE FOLLOWING:**

4. The Real Estate Purchaser has paid and the Monitor has received the Purchase Price payable on the Completion Date pursuant to the Real Estate Purchase Agreement;
5. The conditions to closing set out in the Real Estate Purchase Agreement have been satisfied or waived by the Monitor and the Real Estate Purchasers; and
6. The Real Estate Transaction has been completed, to the satisfaction of the Monitor.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

**MNP Ltd.**, in its capacity as the court-appointed monitor of the assets, properties, and undertakings of the Petitioners, and not in its personal capacity.

Per: \_\_\_\_\_

Name:

Title:

## SCHEDULE "A"

### LIST OF PETITIONERS

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1164312 B.C. Ltd.  
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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.  
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Townhall Holdings Ltd.  
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#### **Non-Petitioner Entities:**

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JRG Queens LRS Ventures Ltd.  
JRG Chilliwack Holdings Ltd.  
JRG Growth Ventures Ltd.  
JRG Published Holdings Ltd.  
JRG Whip Holdings Ltd.

**SCHEDULE "D"**  
**DESCRIPTION OF LANDS IN REAL ESTATE TRANSACTION, CLAIMS TO BE  
DISCHARGED, AND PERMITTED ENCUMBRANCES**

**Civic Address:**

5708 176 Street & 5747 176A Street, Surrey, British Columbia, V3S 4C8

**Legal Description:**

PID: 001-592-602

PARCEL "F" SECTION 8 TOWNSHIP 8 NEW WESTMINSTER DISTRICT REFERENCE  
PLAN 53379

PID: 001-592-599

PARCEL "G" EXCEPT: PART SUBDIVIDED BY PLAN BCP27714; SECTION 8,  
TOWNSHIP 8, NEW WESTMINSTER LAND DISTRICT REFERENCE PLAN 53379

**Claims to be Discharged**

Mortgage CB168562 registered in favour of Canadian Western Bank

Assignment of Rents CB168563 registered in favour of Canadian Western Bank

**Permitted Encumbrances, Easements and Restrictive Covenants to be Retained**

Statutory Right-Of-Way 77140C registered in favour of the Cloverdale Water Company  
Limited

Covenant CA2582412 registered in favour of the City of Surrey