



S 3258845
No. _____
Vancouver Registry

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511
B.C. LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND
JAMESON BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

PETITION TO THE COURT

ON NOTICE TO: Those parties set out in Schedule "A" attached hereto.

The address of the registry is: 800 Smithe Street, Vancouver, BC V6Z 2E1

The petitioners estimate that the hearing of the Petition will take 1 hour.

☐ This matter is an application for judicial review.

☒ This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by

- ☒ The entities named as petitioners in the style of proceedings above
☐ (the petitioner(s))

If you intend to respond to this petition, you or your lawyer must

- (a) file a Response to Petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioners
 - (i) 2 copies of the filed Response to Petition, and

- (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

Time for Response to Petition

A Response to Petition must be filed and served on the petitioners

- (a) if you were served with the Petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the Petition anywhere else, within 49 days after that service, or
- (d) if the time for response has been set by order of the court, within that time.

(1)	The ADDRESS FOR SERVICE of the petitioners is: 20th Floor, 250 Howe Street Vancouver, BC V6C 3R8 Fax number address for service (if any) of the petitioners: 604-683-5214 E-mail address for service (if any) of the petitioners: john.sandrelli@dentons.com eamonn.watson@dentons.com cassandra.federico@dentons.com chelsea.denton@dentons.com
(2)	The name and office address of the petitioners' lawyer is: Dentons Canada LLP 20th Floor, 250 Howe Street Vancouver, BC V6C 3R8

CLAIM OF THE PETITIONERS

Part 1: ORDER(S) SOUGHT

1. 1061511 B.C. Ltd. ("**106**"), Jameson Broadway & Birch Limited Partnership (the "**LP**") and Jameson Broadway & Birch General Partner Ltd. (the "**GP**", collectively with 106 and the LP, the "**Petitioners**") seek an order substantially in the form of the draft order attached hereto as Schedule "B" to this Petition, (the "**Initial Order**") and substantially consistent with the Model CCAA Initial Order, granting certain relief, including, inter alia:

- a. a declaration that the GP and 106 are companies to which the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") apply;
- b. a declaration that the LP shall enjoy the benefits of the protections and authorizations provided in the Initial Order, and shall be subject to the same restrictions thereunder;
- c. a declaration that Alvarez & Marsal Canada Inc. be appointed as an officer of this Court (in its capacity as proposed monitor, the "**Proposed Monitor**" and, if appointed, the "**Monitor**") to monitor the assets, business and affairs of the Petitioners;
- d. an order that, until further order of this Court, all proceedings, enforcement processes and remedies taken or that might be taken against the Petitioners, the GP's or 106's directors, or any of their property, or the Monitor be stayed, and the Petitioners' operations be carried out in accordance with the express terms of the Initial Order, with liberty to seek to amend or extend the terms of the Initial Order on the hearing on December 5, 2025 (the "**Comeback Hearing**");
- e. an order that, until further order of this Court, all proceedings, enforcement processes and remedies taken or that might be taken against James Holdings Ltd. be stayed until the Comeback Hearing;
- f. an order authorizing and permitting the Petitioners to file with this Court a formal plan or plans (the "**Plan**" and "**Plans**" respectively) of compromise and arrangement between the Petitioners and one or more classes of their creditors pursuant to the provisions of the CCAA;

- g. an order authorizing the Petitioners to carry on their business and operations in a manner consistent with the preservation of their property and business;
- h. an order granting the following charges over the assets, property, and undertakings of the Petitioners in priority to all other creditors of the Petitioners which shall have the relative priority as set out below, as security for the obligations of the Petitioners to the beneficiaries of the following charges:
 - i. firstly, the Monitor, counsel to the Monitor, and counsel to the Petitioners shall be entitled to the benefit of a charge (the "**Administration Charge**") on the "Property" (as defined in the Initial Order), which charge shall not exceed an aggregate amount of \$250,000 as security for their respective fees and disbursements incurred;
 - ii. secondly, the directors of the Petitioners shall be entitled to the benefit of a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$100,000 as security for the indemnity provided by the Petitioners in favour of their directors against obligations and liabilities that the directors may incur as directors of the Petitioners after the commencement of these CCAA proceedings, except to the extent that, with respect to any director, the obligation or liability was incurred as a result of the director's gross negligence or wilful misconduct;
- i. an order defining the classes of creditors of the Petitioners for the purposes of a meeting or meetings with respect to, and voting on, any Plan or Plans that may be filed;
- j. an order that, upon filing a Plan, the Petitioners may call a meeting or meetings of the affected classes of their creditors to vote upon such a Plan;
- k. such directions as may be required from time to time respecting the presentation of a Plan to the Petitioners' creditors, proofs of claim, conduct of meetings and related matters;
- l. an order sanctioning and approving any Plan, with such amendments as may be proposed by the creditors of the Petitioners and approved by the Petitioners or as may be proposed by the Petitioners;

- m. an order that the orders in this proceeding shall have full force and effect in all provinces and territories of Canada and any other foreign country where creditors of the Petitioners are domiciled;
- n. an order that the Petitioners shall be authorized and empowered, but not required to:
 - i. apply as it may consider necessary or desirable, with or without notice, to any other court, tribunal, regulatory, administrative or other body, wherever located, for orders to recognize the Initial Order and/or to assist in carrying out the terms of the Initial Order and any subsequent orders of this Court; and
 - ii. act as a foreign representative in respect of these proceedings for the purpose of having these proceedings recognized and/or aided in a jurisdiction outside Canada;
- o. an order requesting the aid and recognition of other Canadian and foreign courts, tribunals, regulatory, administrative and other bodies, including, without limitation, any court or administrative tribunal of any federal or state court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of the Initial Order where required; and
- p. an order that the Petitioners be at liberty to serve all orders and materials (including the Plan) in this proceeding on any of their creditors by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, fax or email to the Petitioners' creditors at their respective addresses as last shown on the records of the Petitioners, and any such service or notice by courier, personal delivery, fax or email shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing; and

2. On further application, to be heard at the Comeback Hearing, the Petitioners intend to seek approval of an amended and restated initial order, which, among other things, adds the following relief to the Initial Order:

- a. approves an interim financing facility and an associated charge on the Property as security for the repayment of the interim financing facility in favour of the interim lender; and

- b. increases the Administration Charge to \$500,0000.
3. Such further and other relief as this Court may deem necessary.

Part 2: FACTUAL BASIS

The Petitioners:

1. The GP is a corporation formed under the laws of the Province of British Columbia on or about January 20, 2016. The GP's principal and registered office is in Vancouver, British Columbia.
2. The LP is a limited partnership formed under the laws of the Province of British Columbia on or about February 2, 2016. The LP's sole general partner is the GP.
3. The LP was formed for the business of acquiring, constructing, developing, selling and leasing the Development (defined below) property, with its principal and registered office in Vancouver, British Columbia.
4. 106, is a corporation formed under the laws of the Province of British Columbia, with its registered office in Vancouver, British Columbia. 106, as nominee, holds legal title to the Development property, on behalf of the LP as the beneficial owner, pursuant to a declaration of bare trust dated effective February 9, 2016.

Overview:

5. The Petitioners have spent several years developing and building a 28-storey residential rental and commercial construction project at 2538 Birch Street, Vancouver, British Columbia, which is on the southeast corner of West Broadway and Birch Street (the "**Development**").
6. The Development is comprised of a single mixed-use tower with five levels of underground parking. More specifically, the Development consists of 258 rental units, 58 of which will be units under the City of Vancouver's Moderate Income Rental Housing Pilot Program (the "**MIRHPP Units**"), atop a commercial podium with office and retail space (leasable area of 24,455 square feet) on the first three levels, with 168 vehicle parking stalls in the underground parking plus storage lockers and bicycles parking.
7. The Development is near completion, approximately 91%. All 28 stories have been constructed, suite drywall is essentially complete, and outstanding work is primarily related to finishing. Subject to necessary funding to complete the Development, completion is expected by May 2026.

8. In September 2025, due to concerns regarding the payment of interest and fees, the Petitioners' construction lender suspended all further draws and advances under the Petitioners' construction facility, restricting the Petitioners' cash flow. The Petitioners are now in the midst of a liquidity crisis.

9. As of November 2025, the Petitioners had approximately \$156,500,000 owing to its construction lender and further amounts outstanding to third party creditors of approximately \$8,500,000. The Petitioners have insufficient cash to pay their liabilities as they come due.

10. The Petitioners estimated costs to pay the outstanding amounts owing to its general contractor and to complete the Development are approximately \$20.3M.

11. The Petitioners have largely finished construction of the Development (approximately 91% complete). The Petitioners have an interested purchaser for the Development (with an executed purchase agreement as set out in more detail below), which purchase would repay all creditors in full and create positive opportunities in the City of Vancouver. However, completion of this sale (or any other sale or refinancing) is predicated on completing the Development. More generally, recovery for creditors (regardless of process) will require completion of the Development.

12. Further, as set out in more detail below, the Petitioners have a commitment for funding the completion of the Development within a CCAA proceeding, approval of which will be sought at the Comeback Hearing.

13. Accordingly, the Petitioners believe it is in the best interests of the Petitioners' stakeholders to apply for relief under the CCAA.

Background:

14. The Petitioners are in the business of developing and constructing the Development.

15. Work on the Development began in 2017 and, as noted above, the Development is close to completion. Specifically:

- a. the site was assembled in March 2017;
- b. the first re-zoning application was submitted to the City of Vancouver in September 2017, which was amended in December 2020;
- c. the City of Vancouver approved the MIRHPP Units and density increase in December 2020;

- d. development and building permits were addressed in 2020-2022;
 - e. construction and excavation commenced in February 2023 and was completed in September 2023;
 - f. concreted framing started in September 2023 and the concrete structure was completed in August 2025;
 - g. utilities started in January 2024 and were substantially completed in August 2025;
 - h. finishing commenced in June 2024; and
 - i. roof waterproofing occurred April to June 2025.
16. The completion of construction of the Development is anticipated to be May 2026 (subject to necessary funding), which requires completion of:
- a. commercial podium curtain wall glazing;
 - b. interior finishing of outstanding suites and corridors;
 - c. minor balcony glazing;
 - d. landscaping; and
 - e. parkade finishing (traffic coding and line painting).
17. Final city inspections are anticipated in early June 2026.
18. In September 2025, the Petitioners' made construction draw requests from the Petitioners' secured construction lender, British Columbia Housing Management Commission ("**BC Housing**"), but BC Housing denied the draw request. As discussed in more detail below, the Petitioners' have drawn \$156,500,000 of the facility, of a total facility of \$164,227,655. At the time of the September draw request, BC Housing advised that \$8,102,312 of the loan facility would be held back for estimated interest, loan fees and legal costs to discharge the loan and security. As a result, BC Housing denied the further advances. BC Housing has more recently confirmed that there is only \$150,000 available under the construction facility due to the noted hold backs.
19. Without seeking creditor protection under the CCAA, the Petitioners do not have an alternative source of construction funding. As a result, construction on the Development

has stopped. As noted above, the Petitioners have a commitment for funding the completion of the Development within a CCAA proceeding, approval of which will be sought at the Comeback Hearing.

Intertwined Operations

20. Pursuant to the LP's limited partnership agreement dated February 2, 2016 (the "**LP Agreement**"), the GP is responsible for managing, controlling and operating the business and affairs of the LP and has the ability to enter agreements, financings, and investments on behalf of the LP and to hold any LP property. Under the LP Agreement, the GP holds the LP's property, whether registered in the name of the GP, or in its name in trust, as bare trustee.

21. The GP's sole asset is its 0.1% interest in the LP. The GP's operations focus solely on fulfilling the role of general partner of the LP, in managing the LP's affairs, representing the LP, acting on behalf of the LP, and making all decisions affecting the LP's business.

22. The LP is a co-obligor on each of the credit facilities providing construction funding for the Development and is also a co-obligor under the Purchase Agreement (defined below) in respect of the sale of the Development.

23. The operations of the GP and the LP are significantly intertwined in constructing, developing, renting and selling the Development. The LP could not pursue its partnership purpose without the contributions and management of the GP.

Corporate Organization

24. The GP's and 106's directors are: Anthony James Pappajohn ("**Tony**"), John George James Pappajohn ("**John**") and Thomas James Papajohn ("**Thomas**").

25. The GP's shareholders are James Holdings Ltd. (75%) and Gatland Development Corporation (25%), who are party to a shareholder's agreement made December 3, 2021.

26. Jameson Management Limited Partnership (the "**Development Manager**") is the development manager of the Development. This entity is not a shareholders of the GP or a partner in the LP.

27. Metro-Can Construction (BB) Ltd. ("**Metro-Can**") is the general contractor for the Development.

28. The Petitioners do not currently directly employ any individuals in British Columbia. The individuals working on the Development are employed by third-party contractors hired by the LP and the GP and the Development Manager.

Jameson Development Corp.

29. The Development is a project by Jameson Development Corp., which is a family-owned and Vancouver-based developer. James Holdings Ltd. is typically one of the limited partners in projects by Jameson Development Corp.

30. Jameson Development Corp. has been involved in the acquisition, restoration, development and management of properties throughout the City of Vancouver for almost 30 years. During that time, Jameson Development Corp. has completed 11 projects.

Development

31. The Petitioners are constructing the Development at 2538 Birch Street, Vancouver, British Columbia, legally described as PID: 030-417-261, Lot 1 Block 353 District Lot 526 Group 1 New Westminster District Plan EPP81033 (the "**Real Property**").

32. The Real Property is:

- a. 0.43 acres or 18,762 square feet; and
- b. zoned CD-1 (708), which calls for 22% of the residential portion of the building to be developed under the Moderate Income Rental Housing Program.

33. The Development is a single mixed-use tower consisting of 258 rental units, 58 of which are the MIRHPP Units. These residential units are atop a commercial podium with office and retail space (leasable area of 24,455 square feet) on the first three levels. There are five level of underground parking with 168 vehicle parking stalls plus storage lockers and bicycles parking.

34. The MIRHPP Units are below market rental units for moderate income households or individuals.

Status of Construction

35. Beginning in Spring 2017, work commenced on assembling and re-zoning the Development site.

36. The Real Property was assembled from three lots in February 2017 and City of Vancouver designated the Real Property to be zoned CD-1 (708) effective as of July 24, 2018. This approval resulted in a density increase for the Development.

37. The Petitioners worked through the permitting process with the City of Vancouver, obtaining: rezoning enactment, development permit, demolition permit, excavation permit, structural permit, and full building permit.

38. The Petitioners have paid roughly \$4M to the City of Vancouver on account of permits, municipal fees and city engineering fees, as of November 2025, including payment on or about November 20, 2025. All necessary permits are in good standing with the City of Vancouver.

39. The Petitioners entered a construction contract with Metro-Can dated December 8, 2022 (the "**Construction Contract**").

40. January 2023, the Petitioners had mobilized for construction of the Development and started excavation in February 2023. The Development is 91% complete, with an anticipated completion date of May 2026. Many of the residential rental units are nearly complete

41. As noted above, the completion of construction of the Development is anticipated to be May 2026 (subject to necessary funding), which requires completion of:

- a. commercial podium curtain wall glazing;
- b. interior finishing of outstanding suites and corridors;
- c. minor balcony glazing;
- d. landscaping; and
- e. parkade finishing (traffic coding and line painting).

42. Final city inspections are anticipated in early June 2026.

43. Near the end of October 2025, Metro-Can's team informed the Petitioners that Metro-Can crews were leaving the site due to lack of payment and indicated that Metro-Can would recommence work when funding was available. The Petitioners have continued to keep Metro-Can informed as to the status of potential funding, and Metro-Can has indicated that crews can be remobilized to the Development within 10 days once funding is in place.

44. Although construction activities have ceased, Metro-Can remains responsible for monitoring and securing the Development site under the Construction Contract. The Development site continues to be monitored and remains secured. The Petitioners will engage with Metro-Can immediately upon commencing this CCAA proceeding regarding site security and monitoring until the Comeback Hearing.

Costs to Complete

45. The Petitioners estimated costs to complete the Development are approximately \$20.3M (the “**Costs to Complete**”), exclusive of professional fees for a CCAA proceeding.

46. Further, the Costs to Complete are calculated exclusive of amounts required to full fund the Holdback Account, defined and detailed below.

47. As noted above and detailed further below, the Petitioners have a commitment for funding in the amount of \$25,875,000 which is sufficient to fund the costs to complete the Development along with all costs associated with a CCAA proceeding. The Costs to Complete do not include the interest, charges and fees associated with this funding.

48. The Petitioners intend to seek approval of this funding, along with a Court-order priority charge at the Comeback Hearing.

CURRENT FINANCIAL CIRCUMSTANCES

Construction Financing

49. In or about February 2016, Gatland Capital Corporation was engaged to arrange construction financing for the Development.

50. The Petitioners are currently party to two credit agreements, providing Development financing.

51. BC Housing is currently the Petitioners’ senior secured lender.

52. Under a loan commitment letter dated November 8, 2022 (the “**BC Housing Credit Agreement**”) between the Petitioners, as borrowers, BC Housing, as lender; and various guarantors, BC Housing committed to provide a demand non-revolving credit facility up to a maximum principal amount of \$164,227,655 (the “**BC Housing Credit Facility**”).

53. Pursuant to the BC Housing Credit Agreement, BC Housing has advanced approximately \$156.5M to the Petitioners as of August 2025. BC Housing has informed the Petitioners that there is only \$150,000 available under the BC Housing Credit Facility

once interest, loan fees and legal costs to discharge the loan and security are accounted for.

54. On or about September 19, 2025, BC Housing denied the Petitioners' draw request under the BC Housing Credit Agreement. At the time of the September draw request, BC Housing advised that \$8,102,312 of the loan facility would be held back for estimated interest, loan fees and legal costs to discharge the loan and security.

55. The Petitioners have continued to discuss options to complete the Development with BC Housing.

56. A loan facility was advanced to the Petitioners pursuant to a loan agreement dated for reference December 3, 2021 (the "**JHL Credit Agreement**") between the Petitioners, as borrowers, James Holdings Ltd., as lenders, and various guarantors.

57. Under the JHL Credit Agreement, James Holdings Ltd. has advanced a loan facility to the Petitioners (the "**JHL Credit Facility**"), under which the principal amount of approximately \$9M is currently claimed, together with interest and other amounts totalling another \$3.5M, for a total of approximately \$12.5M.

58. As noted above, James Holdings Ltd. is the majority limited partner of the LP and majority shareholder of the GP.

59. The ability of James Holdings Ltd. to advance funds to the Petitioners was based primarily, either directly or indirectly, on separate financing from Portage Capital Corporation ("**Portage**") as well as an extension of a loan from Argo Ventures Inc. ("**Argo**").

60. Under a loan agreement dated November 1, 2020 (as amended, the "**Argo Credit Agreement**") between James Holdings Ltd. and others, as borrowers, Argo, as lender; and various guarantors, Argo agreed to loan \$5,350,000 to James Holdings Ltd. and others (the "**Argo Credit Facility**").

61. By loan modification agreement dated June 27, 2025, Argo agreed to extend the term of the Argo Credit Facility until September 30, 2026, on the condition that James Holdings Ltd. provide an irrevocable direction to pay to the Petitioners to pay the entire amount owing to Argo from the net sale proceeds following a sale of the Development.

62. The Argo Credit Facility is secured by other projects held by James Holdings Ltd. and the ability of James Holdings Ltd. to repay the Argo Credit Facility is tied to repayment of the JHL Credit Facility by the Petitioners.

63. Under a commitment letter dated November 5, 2021 (as amended, the “**Portage Credit Agreement**”) between 4354 Investments Ltd., 5186 Investments Ltd. and No. 198 Cathedral Ventures Ltd. as bare trustees and beneficial owners for James Holdings Ltd., as borrower, Portage, as lender, and James Holdings Ltd. as guarantor among others, Portage agreed to loan \$21,500,000 to 4354 Investments Ltd., 5186 Investments Ltd. and No. 198 Cathedral Ventures Ltd. as bare trustees and beneficial owners for James Holdings Ltd. (the “**Portage Credit Facility**”).

64. James Holdings Ltd. used some of the funds advanced under the Portage Credit Facility to advance the full principal of the JHL Credit Facility (\$9,008,748.91) to the Petitioners.

65. The ability of James Holdings Ltd. to service and repay the indebtedness to Argo and Portage is predicated on repayment of the JHL Credit Facility by the Petitioners. Further, James Holdings Ltd. is a creditor of the Petitioners and holds 75% of the equity of the Development. James Holdings Ltd. has a significant financial interest in the Development, and its operations and financial stability is intertwined with the Petitioners.

Need for Creditor Protection

66. Since BC Housing advised the Petitioners that no further advances would be forthcoming under the BC Housing Credit Facility, the GP worked to progress the Development by:

- a. discussing further equity injections or loans from the limited partners, but this was not an option;
- b. considering refinancing or a subordinate construction loan, neither of which were feasible in the circumstances;
- c. negotiating with project proponents and stakeholders regarding terms of their existing agreements to address project economics;
- d. negotiating with existing suppliers and contractors, including Metro-Can and lien claimants;
- e. securing the Development site;
- f. communicating project developments to all stakeholders, including creditors, contractors, suppliers, purchasers, the City of Vancouver; and
- g. progress a sale of the Development (discussed in more detail below).

67. Ultimately, the planned restructuring as set out herein and eventual sale of the completed Development will provide the best outcome for stakeholders.

68. Beginning in early November 2025, liens were filed on the Real Property on behalf of Ozz Electric BC Inc. in the amount of \$1,512,227.63 and Metro-Can in the amount of \$15,877,120.00.

69. BC Housing has not issued formal demand under the BC Housing Credit Facility.

70. The Petitioners face the consequent need for protection from creditor action, in light of:

- a. BC Housing suspending construction financing under the BC Housing Credit Facility;
- b. the unavailability of further funding from other sources;
- c. the series of builders' liens filed on title to the Real Property; and
- d. negotiations addressing project economics with major stakeholders indicating relief under the CCAA is necessary to bring a restructuring transaction to fruition.

POTENTIAL SALE OF THE DEVELOPMENT

71. The Petitioners have entered an Agreement of Purchase and Sale dated August 12, 2025 (as amended from time to time, the "**Purchase Agreement**"), between FPB Holdings Group Inc., as purchaser (the "**Purchaser**"), and 106 and LP, as vendors.

72. The Purchase Agreement represents an exciting opportunity that will:

- a. see all creditors paid in full on closing;
- b. retain all of the MIRHPP Units; and
- c. support Indigenous and non-Indigenous medical care in British Columbia by providing outpatient lodging in Vancouver.

73. The Purchase Agreement would see the Development used to create a safe, culturally appropriate residential lodge for Indigenous members receiving long and short-term medical treatment in the Vancouver area, with accommodation provided at minimal cost to the patient and their First Nation. The concept is referred to as the "**Dunna'eh**

House of Healing" and would be managed by the Dunna'eh House of Healing Society. Moreover and more recently, the concept has been expanded so that it can include accommodation for non-indigenous peoples from rural communities in BC and the Yukon.

74. BC Housing, the Province of British Columbia and the City of Vancouver are generally supportive of the Dunna'eh House of Healing.

75. The Purchase Agreement has been extended and amended on three occasions. Most recently, pursuant to the Third Extension and Amendment Agreement dated November 20, 2025, the Purchaser and the Petitioners agreed to amend the Purchaser Agreement to:

- a. increase the purchase price by \$6M to \$235M;
- b. increase the deposit by \$5M to \$25M, whereby the second deposit of \$19.98M will be paid concurrently with the Purchaser removing financing conditions and a third deposit of \$5M to be paid by January 30, 2026;
- c. extend the Purchaser's financing condition waiver date from November 17, 2025 to December 19, 2025; and
- d. incorporate some of the approved plans for the Petitioners' work that is included in the Purchase Price.

76. The Purchaser paid the first deposit of \$20,000 under the Purchase Agreement on or about September 4, 2025.

77. The second deposit of \$19.98M and third deposit of \$5M would be immediately available to the Petitioners, subject to registration of an option to purchase against the Real Property.

Recovery Analysis under the Purchaser Agreement

78. At a high level, the purpose of a CCAA proceeding is to maintain the *status quo* and permit financing to complete the Development towards the aim of closing the Purchase Agreement and ultimately paying all creditors in full.

79. As noted above, the purchase price under the Purchase Agreement is \$235M. If closed, the Petitioners estimate there will be sufficient funds to pay all construction costs and all creditors in full (estimated to be \$204,320,854). In fact, there is \$29,029,145 in estimated equity, which is calculated as follows:

Purchase price:	\$235,000,000
Less commissions and legal fees to close	(\$1,650,000)
Less repayment of BC Housing:	(\$160,595,343)
Less Payment of all constructions costs and other buildings costs:	(\$29,875,512)
Less repayment of James Holdings Ltd.:	(\$13,412,298)
Less additional payments:	(\$437,701)
Net proceeds:	\$29,029,145

ASSETS

80. Largely, the LP's assets consist of cash, the Holdback Account, as defined below, the Real Property and construction in progress.

Property

81. 106 is the registered owner of the Real Property. The LP is the beneficial owner of the Real Property.

82. The Petitioners obtained an appraisal of the Real Property on or about September 23, 2025, which indicates that the current market value of the lands "as if complete" and "operating on a stabilized basis as market rents" is \$240,000,000.

Holdback Account

83. The Petitioners have a holdback account (the "**Holdback Account**") with a current balance of \$488,951.41.

84. The Petitioners are obligated to deposit 10% of each invoice under the Construction Contract into the Holdback Account.

85. As of November 21, 2025, the Holdback Account should have a balance of \$7,234,743.17, which amounts to an existing shortfall in the Holdback Account of \$6,745,791.76.

86. The Development has been under capitalized for quite some time. This has resulted in ongoing shortfalls and challenges for the Petitioners. As a result, at times, the

Petitioners have redirected funds that should have been deposited to the Holdback Account or drawn funds out of the Holdback Account to address Development costs.

87. Any and all funds drawn from the construction loan were used for hard or soft costs (including professional fees and financing costs) for the Development. Generally speaking, the shortfall in the Holdback Account has been reconciled and is made up of the following:

- a. the balance in the general operating/chequing account (less recent payments for professional and other fees);
- b. interest payments on the Portage Credit Facility by James Holdings, which were funded by the Petitioners by way of interest payments on the JHL Credit Facility to the LP; and
- c. approximately \$1M in relation City of Vancouver offsite works.

88. The Holdback Account is primarily for the benefit of Metro-Can.

89. The Petitioners have informed Metro-Can of the status of the Holdback Account and intend to engage in discussions prior to the Comeback Hearing to determine an approach that protects the interests of parties with claims against the Holdback Account and balancing this with the interests of all stakeholders. The Petitioners will seek any relief in this regard at the Comeback Hearing.

LIABILITIES

90. The LP's liabilities are comprised primarily of accounts payable and accrued liabilities, the BC Housing Credit Facility, the JHL Credit Facility and other minor related party contributions.

91. In summary, the Petitioners' primary obligations are claimed approximately as follows:

Creditor	Principal and interest claimed
BC Housing	\$156,461,422 as at November 12, 2025
James Holdings Ltd.	\$12,527,298 as at November 30, 2025
Metro-Can	\$8,467,482 as at October 31, 2025, plus the Holdback Account deficiency of \$6,745,791.76 as at July 31, 2025

BC Housing Credit Agreement

92. Under the BC Housing Credit Agreement, between, among others, the Petitioners, as borrowers, and BC Housing, as lender, the maximum loan amount is stated to be \$164,227,655.

93. Under the BC Housing Credit Agreement, between, among others, the Petitioners, as borrowers, and BC Housing, as lender, the maximum loan amount is stated to be \$164,227,655.

94. Under the BC Housing Credit Agreement, interest accrues at a variable rate of not more than the Royal Bank of Canada prime rate plus 1% per annum, payable monthly, until January 27, 2026, and the Royal Bank of Canada prime rate plus 6% per annum thereafter. BC Housing earned a commitment fee of 1% of the maximum loan amount under the BC Housing Credit Agreement, which is due on or before repayment.

95. The BC Housing Credit Facility is guaranteed by James Holdings Ltd., Gatland Development Corporation, myself, Tony, John, Graham Thom, 4354 Investments Ltd., No. 198 Cathedral Ventures Ltd., 5186 Investments Ltd. and 0993786 B.C. Ltd.

96. The BC Housing Credit Facility is secured by, among other things, a mortgage and assignment of rents in the principal amount of \$164,227,655 over the Real Property, a beneficial direction and charge agreement, security agreements from the Petitioners and Guarantors and several share and unit pledge agreements.

97. As of October 2025, the principal amount owing to BC Housing under the BC Housing Credit Agreement was approximately \$156.5M. And as of September 19, 2025, BC Housing claims a further \$8,102,312 is required to cover estimated interest, loan fees and legal costs to discharge the loan and security under the BC Housing Credit Agreement.

JHL Credit Agreement

98. Under the JHL Credit Agreement, between, among others, the Petitioners, as borrowers, and James Holdings Ltd., as lender, the principal is stated to be \$9,008,748.91.

99. Under the JHL Credit Agreement, interest accrues at 5% per annum, compounded monthly. Further, the Petitioners agreed to pay all interest on the JHL Credit Facility at the interest rate specified in the Portage Credit Agreement and that 50.5% of any and all other amounts paid or payable by James Holdings Ltd. to Portage under the Portage Credit Agreement. The JHL Credit Agreement also includes, among other fees, a commitment fee of 1.5% of the JHL Credit Facility, which is due on or before the end of the term.

100. The JHL Credit Facility is guaranteed by Gatland Development Corporation and Graham Thom.

101. As of October 2025, the principal amount owing to James Holdings Ltd. under the JHL Credit Agreement was approximately \$9M. And as of November 30, 2025, James Holdings Ltd. claims approximately \$12.5M is owing to James Holdings Ltd. (inclusive of accrued interest but not fees and costs) under the JHL Credit Agreement.

Other Liabilities

102. The LP has accounts payable and accrued liabilities of \$608,549 (exclusive of GST), these amounts related to unpaid constructions soft costs for consultants.

103. Additionally, there are two builders' liens registered on title to the Real Property.

104. The property taxes for the Real Property are current.

KEY SUPPLIERS

Payables

105. As of November 24, 2025, the LP's accounts payable are approximately \$7,858,934 (exclusive of GST) owing to Metro-Can and \$608,549 (exclusive of GST) for various construction soft costs, for a total of \$8,467,482.

106. The Petitioners' key suppliers and service providers are critical to the continued progress of the Development.

107. If granted CCAA protection, the Petitioners intend to work with the Monitor to identify those suppliers that are essential to construction of the Development.

108. Such suppliers, Metro-Can being the primary such supplier, will include those whose services will be critical to preserving the value of the Development and completing construction, including parties providing safety, security, and certain rental equipment. More specifically, these suppliers include:

- a. Metro-Can, which as noted above is providing construction services; and
- b. Construction soft costs including engineering and architectural services, environmental testing, among other things.

CCAA RELIEF AND THE INSOLVENCY OF THE PETITIONERS

109. The Petitioners are currently in a liquidity crisis, which has made it necessary for the Petitioners to pursue refinancing and restructuring efforts. This has also included progressing the Purchase Agreement.

110. The Petitioners' secured lender, BC Housing, has suspended further draws under the BC Housing Credit Agreement. Absent a stay of proceedings under the CCAA, BC Housing could demand on the BC Housing Credit Facility and potentially enforce its security, including a mortgage on the Real Property. The Development is not generating revenue. These factors have necessitated a restructuring of the Petitioners' affairs.

111. The directors of the GP have spent the past several months in discussions with key project proponents.

112. The GP, and counsel, have also continued to consult with key Development stakeholders, including BC Housing, Metro-Can and the City of Vancouver, on the path forward for the Development and the Petitioners' plans for restructuring within this CCAA proceeding.

113. The Petitioners have made every effort to resolve their financial challenges without CCAA proceedings. The Petitioners are now in a position to move forward, however it has become clear that completing the Development, completing the Purchase Agreement and repaying all creditors requires the relief provided by the CCAA.

114. The Petitioners are now seeking relief under the CCAA to preserve their operations, to prevent enforcement steps from being taken in respect of the Petitioners' secured creditor, lien claimants or other creditors, and to preserve the opportunity to complete the Development for the benefit of all stakeholders. The directors of the GP and 106 have years of experience with this particular project and decades of experience in

property development, which can be capitalized on to move the Development to completion and maximize stakeholder recovery.

115. The Petitioners believe that, with the relief sought under the CCAA, they will be able complete the Development by Spring 2026 and complete the Purchase Agreement, which would among other things, see BC Housing, Metro-Can, James Holdings Ltd. and all other creditors paid in full.

116. In consultation with the Proposed Monitor the Petitioners have developed the plan set out herein and have discussed this with BC Housing and have described the CCAA filing to Metro-Can. The Petitioners intend to continue to engage with BC Housing and Metro-Can over the coming days and in advance of the Comeback Hearing to ensure their concerns are considered.

Statutory Requirements of the CCAA

117. The Petitioners are entities to which the CCAA applies and have debts in excess of \$5,000,000.

118. As set out above, the Petitioners are in the midst of a liquidity crisis. They are insolvent on a cash flow basis and are unable to meet their obligations as they generally come due.

119. The Proposed Monitor is prepared to act as Court-appointed monitor should an Initial Order be obtained.

120. In consultation with the Proposed Monitor, the Petitioners have prepared a 6-week cash flow statement (the "**Cash-Flow Statement**") for the period ending December 26, 2026 (the "**Cash-Flow Statement Period**"). As evidenced by the Cash-Flow Statement, the Petitioners require approximately \$10.8M in order to meet their obligations through to the end of the Cash-Flow Statement period, being December 26, 2025, and importantly remobilize Metro-Can to recommence work on the Development. However, the Petitioners have sufficient liquidity until the Comeback Hearing.

Interim Financing

121. The Petitioners intend to seek approval of interim financing at the Comeback Hearing.

122. It is anticipated that during the Cash-Flow Statement Period, the Petitioners will require financing in an amount of \$10,838,000. Moreover, funding in the amount of

approximately \$25M is required to complete the Development and fund a CCAA proceeding. However, the Petitioners have sufficient liquidity until the Comeback Hearing.

123. Without interim financing, the Petitioners will not have sufficient cash on hand to continue operating, complete the Development and complete a sale.

124. In order to support completion of the Development and the Petitioners' restructuring efforts, Maynbridge Capital Inc. (the "**Interim Lender**") has agreed to provide an interim financing facility (the "**Interim Financing Facility**") during this CCAA proceeding pursuant to a term sheet between the Petitioners and the Interim Lender, dated November 21, 2025 (the "**Interim Financing Credit Agreement**").

125. It is a condition of the Interim Financing Credit Agreement that advances made to the Petitioners be secured by a court-ordered security interest, lien and charge over all the assets and undertakings of the Petitioners (the "**Interim Financing Charge**"), which will also be sought at the Comeback Hearing.

126. Given the Petitioners' urgent need for funding during a CCAA proceeding, in large part to pay essential creditors and contractors, the Petitioners believe that the Interim Financing Charge would be fair and reasonable in the circumstances.

127. The key financial terms of the Interim Financing Credit Agreement include:

- a. Interim Financing Facility will be a non-revolving credit facility up to a maximum principal amount of \$25,875,000;
- b. as noted above, security for repayment of the Interim Financing Facility will be, among other things, the Interim Financing Charge;
- c. interest is 9.95%, calculated daily and payable monthly in arrears on the first business day of each month; and
- d. a one-time fee of \$875,000, which is included in the maximum principal amount, will be payable to the Interim Lender on the date of the initial advance.

128. The initial advance, and closing date, under the Interim Financing Credit Agreement must be before December 19, 2025.

129. In addition to the above financial terms, the Interim Financing Credit Agreement provides for a maturity date that is the earlier of: (i) 8-months from the initial advance (August 2026); (ii) the date on which the stay of proceedings in the CCAA is lifted without

the consent of the Interim Lender or the CCAA proceeding is terminated for any reasons; (iii) the conversion of the CCAA proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada) or other applicable provincial statutes; (iv) ten days following written notice by the Interim Lender to the Petitioners of an Event of Default (as defined in the Interim Financing Credit Agreement).

130. Further, the Interim Financing Credit Agreement contains, among others, the following key provisions:

- a. the Interim Financing Facility is to be used to fund professional fees and the outstanding and remaining building costs for the Development; and
- b. certain conditions precedent to funding of the effectiveness of the Interim Financing Credit Agreement, including:
 - i. the Petitioners obtaining a Court-order approving the Interim Financing Credit Agreement and certain court-ordered charges, including the Interim Financing Charge; and
 - ii. payment of all fees owing to the Interim Lenders

131. The Petitioners and their financial advisors have considered different financing options, and determined that the Interim Financing Credit Agreement is reasonable in the circumstances.

132. The Petitioners believe that such financing is necessary to fund their operations and conclude a restructuring that will benefit all stakeholders.

133. The Petitioners anticipate returning to Court for the Comeback Hearing to seek approval of the Interim Financing Credit Agreement and the Interim Financing Charge.

134. Notwithstanding the Interim Financing Credit Agreement, the Petitioners continue to engage with BC Housing regarding its willingness to act as interim lender and whether it can progress financial terms prior to the Comeback Hearing.

Other Charges

135. The Petitioners' legal counsel, the Proposed Monitor and the Proposed Monitor's legal counsel are essential to the Petitioners' restructuring. They have each advised that they are prepared to continue to provide professional services to the Petitioners if they are protected by a charge over the assets, property and undertakings of the Petitioners in priority to all other charges.

136. The Administration Charge is proposed to rank first in priority to all other encumbrances, including all other Court-ordered charges and the security interests registered with respect to the BC Housing Credit Facility, among any other secured interests.

137. The Petitioners are also seeking the Directors' Charge favour of the GP's and 106's directors over the Petitioners' assets, property, and undertakings, in priority to all other charges other than the Administration Charge, up to a maximum of \$100,000 to indemnify the directors in respect of liabilities they may incur as directors of the Petitioners in these proceedings.

138. A successful restructuring of the Petitioners' affairs requires the continued participation of the GP's and 106's directors. These individuals have specialized expertise, decades of combined experience in this industry, and key relationships with the Petitioners' stakeholders. The directors have knowledge that cannot be easily replaced or replicated. The Petitioners therefore believe that the Directors' Charge is fair and reasonable in the circumstances.

139. The Petitioners propose that the charges they seek be secured against their assets, properties and undertaking ranking in priority as follows:

- a. firstly, the Administration Charge; and
- b. secondly, the Directors' Charge

140. The Interim Lender's Charge would rank behind the Administrative Charge and the Directors' Charge.

Payments During CCAA Proceedings

141. An inability to keep trade accounts current would prejudice the Petitioners' operations and threaten the value of the Development as well as project completion. Therefore, the Petitioners seek authorization, subject to review by the Proposed Monitor (once appointed as Monitor), to pay certain third party creditors for having supplied pre-filing goods and services in the ordinary course of the Petitioners' business, as reviewed and approved by the Proposed Monitor (once appointed as Monitor). The Petitioners should also be authorized to pay essential post-filing trade accounts.

Position of Secured Creditors

142. This CCAA proceeding aims to see the indebtedness to BC Housing under the BC Housing Credit Agreement, along with all other creditors, paid out in full upon a successful sale of the Development.

143. The Petitioners have engaged with BC Housing and are optimistic that they will be generally supportive of this application.

144. Metro-Can has been informed of the necessity of a CCAA filing and the Petitioners have, and will continue to, engage with Metro-Can on the relief being sought at the Comeback Hearing.

Conclusion and Urgency

145. The Petitioners require the relief sought on an urgent basis due to their liquidity challenges and inability to pay creditors, including lenders and suppliers, as well as the insolvency-related default provisions of their secured debt facilities.

146. Without the stay of proceedings and other relief provided by the CCAA, the Petitioners will not be able to repay the BC Housing Credit Facility or JHL Credit Facility, and complete a restructuring for the benefit of all stakeholders.

147. The Petitioners are seeking relief under the CCAA on short notice to preserve and stabilize their operations, to prevent enforcement steps from being taken in respect of their secured debt facility or liens, and to preserve the opportunity to restructure their business to offer the greatest benefit to numerous stakeholders.

Part 3: LEGAL BASIS

1. The Petitioners rely on:

- a. CCAA;
- b. *Business Corporations Act*, S.B.C. 2002, c. 57;
- c. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**");
- d. *Supreme Court Civil Rules*, B.C. Reg. 168/2009, as amended;
- e. the inherent and equitable jurisdiction of this Court; and

- f. such further and other legal basis as counsel may advise and this Court may allow.

Applicability of the CCAA

2. The CCAA applies in respect of a “debtor company” if the claims against that debtor company are of more than \$5 million.

CCAA, ss. 2, 3.

3. The CCAA defines “company” as a company, corporation or legal person incorporated by or under an Act of Parliament or of the legislature of a province. A “debtor company” is any company that is bankrupt or insolvent.

CCAA, s. 2(1).

4. Whether a company is insolvent is evaluated by reference to the definition of “insolvent person” in the BIA, which provides that:

insolvent person means a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and:

- (a) who is for any reason unable to meet his obligations as they generally become due,
- (b) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or
- (c) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due;

BIA, s. 2.

5. In the context of the CCAA, this test has been interpreted expansively. If a company is “reasonably expected to run out of liquidity within a reasonable proximity of time as compared with the time reasonably required to implement a restructuring”, it is considered insolvent.

***Stelco Inc., Re*, 2004 CarswellOnt 1211 (Ont. Sup. Ct. J.) at para. 26, leave to appeal ref’d 2004 CarswellOnt 2936 (Ont. C.A.) and 2004 CarswellOnt 5200 (S.C.C.).**

See also, *Lemare Holdings Ltd., Re.*, 2014 BCSC 893 at para. 18.

6. In this case, the GP and 106 are debtor companies and the CCAA should apply to the GP and 106 as:

- a. the GP and 106 are established as corporations pursuant to the British Columbia *Business Corporations Act* and thus qualify as companies under the CCAA;
- b. the GP and 106 are subject to claims well in excess of \$5 million. The GP and 106 owe a significant amount in respect of secured debt and outstanding payables. The GP and 106 have insufficient cash flow to meet their demands, as the Development is not currently generating sales or revenue. The GP and 106 have run out of liquidity and are unable to meet their obligations as the same become due.

***Business Corporations Act*, S.B.C. 2002, c. 57.**

7. "It is well established that the court has the jurisdiction [under section 11 of the CCAA] to extend a stay of proceedings to a partnership [related to a petitioner] in order to ensure that the purposes of the CCAA can be achieved".

***Target Canada Co. (Re)*, 2015 ONSC 303 at para. 42.**

**See also, *1057863 B.C. Ltd. (Re)*, 2020 BCSC 1057 at para. 5.
CCAA, s. 11.**

8. Although the definition of "debtor company" in the CCAA does not capture a partnership, courts have held that where a limited partnership is significantly interrelated to the business of a debtor company and forms an integral part of its operations, the Court may extend the stay of proceedings accordingly.

***Payless ShoeSource Canada Inc. and Payless ShoeSource Canada GP Inc. (Re)*, 2019 ONSC 1215 at para 26**

9. The LP is a necessary and integral party to this CCAA proceeding. The LP is intertwined in the business of the GP and 106 and with the Development, as, among other things:

- a. the LP is the beneficial owner of the Real Property;

- b. the GP's operations focus solely on fulfilling the role of general partner of the LP, in managing the LP's affairs, representing the LP, acting on behalf of the LP, and making all decisions affecting the LP's business; and
- c. the LP is a co-obligor on each of the credit facilities providing construction funding for the Development and is also a co-obligor under the Purchase Agreement in respect of the sale of the Development.

Purpose of Application of CCAA

10. The CCAA is remedial legislation which gives Canadian courts flexible mechanisms to achieve the CCAA's legislative purpose, which is to avoid the social and economic losses resulting from liquidations of insolvent companies.

*Century Services Inc. v. Canada
(Attorney General)*, 2010 SCC 60 [*Century Services*] at paras 14, 70.

11. The CCAA's distinguishing feature is: "a grant of broad and flexible authority to the supervising court to make ... the orders necessary to facilitate the reorganization of the debtor and achieve the CCAA's objectives."

Century Services at para 19.

12. Courts have also granted orders under the CCAA wherein debtor companies used interim financing and other CCAA protections to complete unfinished construction projects.

See, for example, *Mizrahi Commercial
(The One) LP et al.*, 2025 ONSC 2672 at
paras. 49–52.
*V2 Investment Holdings Inc. v. Sam
Mizrahi*, 2025 ONSC 1715 at para. 2.
Worldspan Marine Inc. (Re), 2011 BCSC
1758 at paras. 37-38.

13. In *Alderbridge Way GP Ltd. (Re)*, 2022 BCSC 1436, Fitzpatrick J. stated the following with respect to use of CCAA proceedings in the context of an incomplete development:

[18] ... the CCAA has been used in the past, and can be appropriately applied here [to an incomplete development], to allow [the petitioners] to fashion a solution that does not simply result in a receivership of this development property. Their "germ of the plan", as I stated earlier, anticipates that various options will be explored

during the SISF in what is undoubtedly a very complex situation. That process is not intended to simply achieve a sale of a “hole in the ground”, admittedly a type of asset that could potentially be addressed in a simpler receivership proceeding.

[19] Accordingly, I do not accept that the stage of the development necessarily dictates whether or not relief under the CCAA is appropriate. It seems to me that, in this very complex situation, the flexibility of the CCAA (a hallmark of the CCAA) can very much benefit all of the stakeholders involved.

***Alderbridge Way GP Ltd. (Re), 2022
BCSC 1436 at paras. 17-19.***

Appointment of a Monitor

14. Pursuant to section 11.7 of the CCAA, the Court shall appoint a person to monitor the business and financial affairs of a debtor company at the same time that an initial CCAA order is made. The person so appointed must be a trustee, within the meaning of subsection 2(1) of the B/A.

CCAA, s. 11.7.

15. The Proposed Monitor is a Licensed Insolvency Trustee pursuant to the B/A, and has consented to act as the Monitor of the Petitioners if so appointed by this Court.

A Stay of Proceedings is Appropriate

16. Section 11.02(1) of the CCAA provides that on an initial application, the Court may:

...make an order on any terms that it may impose, effective for the period that the court considers necessary, which period may not be more than 10 days,

(a) staying, until otherwise ordered by the court, all proceedings taken or that might be taken in respect of the company under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act*;

(b) restraining, until otherwise ordered by the court, further proceedings in any action, suit or proceeding against the company; and

(c) prohibiting, until otherwise ordered by the court, the commencement of any action, suit or proceeding against the company.

CCAA, s. 11.02(1).

17. The purpose of the stay of proceedings is to assist the debtor in maintaining the *status quo*, while working to stabilize its affairs and negotiate a plan of arrangement with creditors, thus benefiting both the debtor and its creditors.

Century Services at paras. 60-62.

18. The power to grant a stay of proceedings should be construed broadly to facilitate the CCAA's legislative purpose. The CCAA is remedial legislation, affording courts with broad jurisdiction to approve and implement restructuring arrangements:

The legislation is remedial in the purest sense in that it provides a means whereby the devastating social and economic effects of bankruptcy or creditor initiated termination of ongoing business operations can be avoided while a court-supervised attempt to reorganize the financial affairs of the debtor company is made.

Century Services at para. 59

19. As the primary policy instrument available under the CCAA, a stay of proceedings helps to facilitate compromises and arrangements between companies and their creditors. It provides an essential period of reprieve from litigation proceedings, allowing a debtor company to instead focus on negotiations with creditors.

Campeau v. Olympia & York Developments Ltd, 1992 CarswellOnt 185 (Ct. J. (Gen. Div.)) at para. 17.

20. The stay of proceedings also facilitates the on-going operations of the debtor's business, preserves the value of the operations and provides the debtor with the necessary time, flexibility and "breathing room" to carry out a court-supervised restructuring or sale process.

Re Lehndorff General Partners Ltd., 1993 CarswellOnt 183 (Ont. Ct. J.) at paras. 5-7.

21. The threshold for a debtor company to obtain a stay of proceedings under the CCAA is low. The company only has to satisfy the Court that a stay of proceedings would "usefully further" its efforts to reorganize. The debtor company is not required to put forward anything more than a germ of a plan that requires protection.

***Century Services at para. 70.
Industrial Properties Regina Limited v. Copper Sands Land Corp., 2018 SKCA 36 at para. 21.***

22. Further, since November 1, 2019, when certain amendments to the CCAA became effective, any stay of proceedings in an initial order under the CCAA is restricted to ten days, albeit subject to extension at the first comeback application and subsequently thereafter. This short initial stay period is meant to minimize prejudice to creditors who may have received short or no notice of the initial petition. Any creditor with concerns about the adequacy of service is only required to wait ten days to make its case in opposition to the debtor company's filing or the resulting stay of proceedings.

CCAA, s. 11.02(1).

23. The Petitioners submit that the remedial purposes of the CCAA are engaged in this circumstance. The Petitioners seek to preserve and enhance the value of their assets, while addressing the various claims against them. The Petitioners submit that providing breathing space to enable the Petitioners to restructure and continue their operations will unlock significant value for stakeholders and is preferable to the devastating social and economic effects of a creditor-initiated liquidation at this stage.

Extension of Stay to Third Party Non-Petitioners

24. Courts have extended the stay of proceedings granted under the CCAA to non-debtor third parties in appropriate circumstances.

25. In *Woodward's Ltd. (Re)*, 1993 CarswellBC 530, the Court noted the following considerations when granting a stay in favour of a third party in CCAA proceeding:

- a. Is the stay important to the reorganization process?
- b. Is the prejudice to the affected party greater than the benefit that will be achieved by the insolvent company?

***Woodward's Ltd. (Re)*, 1993 CarswellBC
530 [*Woodward's*] at paras. 31–32.**

26. With respect to prejudice, the Court in *Woodward's* noted that the "threshold of prejudice will be much lower than the threshold required to persuade the Court that it should not exercise its discretion under s. 11 of the CCAA to grant or continue a stay that is prejudicial to a creditor of the insolvent company (or other party affected by the stay)."

***Woodward's* at paras. 31–34.**

27. In *Miniso International Hong Kong Limited v. Migu Investments Inc.*, the Court, citing *Re Cinram International Inc.*, set out additional circumstances that could justify extending the stay to third party non-applicants:

- a. where it is important to the reorganization process;
- b. where the business operations of the Applicants and the third party non-applicants are intertwined and the third parties are not subject to the jurisdiction of the CCAA (such as partnerships that are not “companies” under the CCAA);
- c. against non-applicant subsidiaries of a debtor company where such subsidiaries were guarantors under the note indentures issued by the debtor company; and
- d. against non-applicant subsidiaries relating to any guarantee, contribution or indemnity obligation, liability or claim in respect of obligations and claims against the debtor companies.

Miniso International Hong Kong Limited v. Migu Investments Inc., 2019 BCSC 1234 at para. 60.
Re Cinram International Inc., 2012 ONSC 3767 at para. 64.

28. Courts have also extended stays to third parties in CCAA proceedings in other jurisdictions in various circumstances. For example, in *2675970 Ontario Inc.*, the Ontario Superior Court of Justice extended a stay of proceedings to a non-debtor third party, DAK Capital Inc. (“**DAK**”), who extended the debtor parties a guarantee pursuant to a share purchase agreement, which was the subject of an arbitration proceeding. As a result of the CCAA initial order, the arbitration was stayed against all of the defendants, other than DAK.

2675970 Ontario Inc., 2024 ONSC 6174
 [2675970 Ontario Inc.] at paras. 6–7.

29. The Court in *2675970 Ontario Inc.* extended the stay to DAK, as it was satisfied it had the jurisdiction to do so under Section 11 of the CCAA, and it was appropriate to do so in the circumstances, noting that the monitor reported that not staying the arbitration against DAK would be counterproductive to the SISP and overall restructuring efforts in the CCAA proceeding.

2675970 Ontario Inc. at paras 46–48.

30. The Court in *Arrangement relatif à ELNA Medical Group Inc./Groupe médical ELNA inc.* (“**ELNA Medical**”), summarized factors for courts to consider when extending stays of proceedings to third parties

- a. the business and operations of the third party was significantly intertwined and integrated with those of the debtor company;

- b. extending the stay to the third party would help maintain stability and value during the CCAA process;
- c. not extending the stay to the third party would have a negative impact on the debtor company's ability to restructure, potentially jeopardizing the success of the restructuring and the continuance of the debtor company.
- d. if the debtor company is prevented from concluding a successful restructuring with its creditors, the economic harm would be far-reaching and significant.
- e. failure of the restructuring would be even more harmful to customers, suppliers, landlords and other counterparties whose rights would otherwise be stayed under the third party stay;
- f. if the restructuring proceedings are successful, the debtor company will continue to operate for the benefit of all of its stakeholders, and its stakeholders will retain all of its remedies in the event of future breaches by the debtor company or breaches that are not related to the released claims; and
- g. the balance of convenience favours extending the stay to the third party

***Arrangement relatif à ELNA Medical
Group Inc./Groupe médical ELNA inc.,
2024 QCCS 4612 [ELNA Medical] at para
27.***

31. In *ELNA Medical*, the Court extended the stay of proceedings to an individual, Laurent Amram, who was the sole director, shareholder and founder of the debtor companies subject to the CCAA proceeding.

Elna Medical at para. 46.

32. The factors the Court considered in granting a stay in respect of Mr. Amram are summarized below:

[36] His family residence is subject to a first-ranking hypothec securing \$1.435M owed to NBC and a second-ranking hypothec securing \$2.8M owed to Mr. Schiller.

[37] Mr. Amram also owns various commercial buildings (the "*CRE Properties*") but those are collectively subject to first-ranking hypothecs of approximately \$15.219M and second-ranking hypothecs of approximately \$6.804M.

[38] Mr. Amram also owns over \$34M outstanding in relation to personal loans, the proceeds of which he testified were reinvested into the ELNA Group as shareholder loans.

[39] He also has over \$41M of personal guarantee obligations in relation to loans outstanding by companies in the ELNA Group.

[40] His net worth is currently significantly negative.

[41] The net value of his family residence is approximately negative \$435,000 and the aggregate net value of the CRE Properties is approximately negative \$2,713M at fair market value of these assets.

[42] While the situation is exceptional, the Court believes that the criteria listed above support an extension of the Amram Stay.

[43] Mr. Amram's debts and assets are intertwined with the business and its operations. Many of his personal assets serve to guarantee company loans. Many of the Applicants' assets secure personal loans. Personal loans are secured by shares that Mr. Amram holds, directly or indirectly, in the Applicants.

Elna Medical, at paras. 36–43.

33. Extending the stay of proceedings to James Holdings Ltd. will help maintain stability and value during the CCAA proceeding. James Holdings Ltd. is a creditor of the Petitioners, and in that capacity it will not receive payment during the CCAA proceeding. Further, James Holdings Ltd. will likely see a return on its equity position. A stay of proceedings against James Holdings Ltd. will assist with preserving the *status quo* and allow the Petitioners and James Holdings Ltd. to focus on the completion and sale of the Development for the benefit of all stakeholders.

The Charges are Necessary and Appropriate

34. The Petitioners are seeking to have the following Charges granted over the assets of the Petitioners in priority to all other claims, charges, and encumbrances:

i.) Administration Charge

35. The Petitioners seek a first-ranking Administration Charge in the amount of \$250,000 to secure the collective fees and disbursements incurred both before and after the commencement of these proceedings of legal counsel for the Petitioners, the Proposed Monitor and legal counsel for the Proposed Monitor.

36. Section 11.52 of the CCAA, provides that a court may grant a priority charge in respect of certain professional fees and expenses incurred in proceedings under the CCAA.

CCAA, s. 11.52.

37. Courts have recognized that, unless professional advisor fees are protected with the benefit of a charge over the assets of a debtor company, the objectives of the CCAA would be frustrated because professionals would be unlikely to risk offering their services without any assurance of ultimately being paid. Specifically, any failure to provide protection for professional fees will “result in the overwhelming likelihood that the CCAA proceedings would come to an abrupt halt, followed, in all likelihood by bankruptcy proceedings.”

Re Timminco Ltd., 2012 ONSC 506 at para. 66.
See also *Canada v. Canada North Group Inc.*, 2021 SCC 30 at paras. 24–25, 30.

38. Factors the court will consider in granting a charge under section 11.52 include:

- a) the size and complexity of the business being restructured,
- b) the proposed role of the beneficiaries of the charge,
- c) whether there is unwarranted duplication of roles,
- d) whether the quantum of the proposed charge appears to be fair and reasonable,
- e) the position of the secured creditors likely to be affected by the charge, and
- f) the views of the monitor.

Re Canwest Publishing Inc., 2010 ONSC 222 [*Canwest*] at para. 54.
CCAA, s. 11.52.

39. The Section 11.52 factors support the granting of the Administration Charge, given that:

- a) there is sizable debt owing by the Petitioners and the Development requires considerable work to bring it to completion, thus making for a complex restructuring proceeding;
- b) legal counsel for the Petitioners, the Proposed Monitor and legal counsel for the Proposed Monitor will play an active role in this insolvency and have the necessary experience and expertise to assist the Petitioners in reaching a successful restructuring;

- c) it is not anticipated that there will be any duplication of roles as between the legal counsel for the Petitioners, the Proposed Monitor and legal counsel for the Proposed Monitor, as each serves a unique role in this insolvency proceeding;
- d) the Petitioners submit that the quantum of the charge appears to be fair and reasonable and reflects the market standard of an insolvency of this complexity;
- e) the secured creditors will be primed by the charge, but the Petitioners submit that the secured creditors will benefit from the CCAA and the Administration Charge is a necessary part of this CCAA proceeding; and
- f) the Proposed Monitor is supportive of the charge.

40. The Petitioners require the specialized expertise, knowledge and continuing participation of the proposed beneficiaries of the Administration Charge in order to carry out and complete a restructuring and the Administration Charge is necessary to ensure their continued assistance and participation in this proceeding.

41. The quantum of the Administration Charge was determined in consultation with the Proposed Monitor and is fair and reasonable in light of the number of beneficiaries, the size and complexity of the Petitioners' operations, and the complexity of the proposed restructuring.

42. Therefore, the Petitioners submit that it is appropriate in these circumstances to grant the Administration Charge over the Petitioners' assets, properties and undertaking ranking in first priority.

ii.) The Directors' Charge

43. The Petitioners seek a second-ranking Directors' Charge in the amount of \$100,000 to secure the indemnity of the GP's and 106's directors, subject to the Administration Charge.

44. Pursuant to section 11.51 of the CCAA, a court also has authority to grant a priority charge over all or part of the debtor's property in favour of any director of the company for an amount necessary to indemnify those directors against obligations and liabilities they incur following commencement of CCAA proceedings.

CCAA, s. 11.51.

45. The court must be satisfied with the amount of the proposed charge. In granting such a charge, courts will consider:

- a) whether the charge is essential to the successful restructuring of the debtor,
- b) whether the continued participation of the directors is critical to the restructuring; and,
- c) whether the amount of the charge is appropriate in light of the obligations and liabilities that already exist for the directors.

Canwest at paras. 56–57.

46. These considerations support the granting of the Directors' Charge, as:

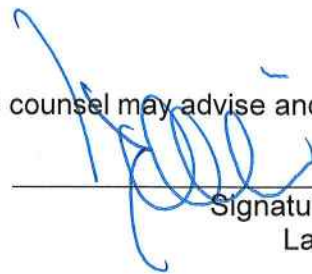
- a) it is essential that the GP's and 106's directors remain engaged throughout this proceeding as their participation is integral to completing the construction and sale of the Development; therefore, the charge in favour of the GP's and 106's directors is essential for the restructuring;
- b) the continued participation of the GP's and 106's directors is critical to the restructuring, especially given that the GP's and 106's directors hold specialized expertise and connections in the realm of construction and this particular Development; and
- c) the charge is appropriate in light of the active role the GP's and 106's directors have been playing and are anticipated to play in this CCAA proceeding.

Part 4: MATERIALS TO BE RELIED ON

- 1. Affidavit #1 of Chelsea Denton made 24/NOV/2025;
- 2. Affidavit #1 of Thomas Papajohn made 24/NOV/2025; and

3. Such further and other materials as counsel may advise and this Court may allow.

Date: 24/NOV/2025



Signature of John Sandrelli
Lawyer for petitioners

To be completed by the court only:

Order made

- ☐ in the terms requested in paragraphs _____ of Part 1
of this Petition
- ☐ with the following variations and additional terms:

Date:

Signature of ☐ Judge ☐ Associate Judge

SCHEDULE "A"

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511 B.C.
LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND JAMESON
BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

Service List
(as of Nov 24, 2025)

Dentons Canada LLP 20th Floor – 250 Howe Street, Vancouver, BC V6C 3R8 Tel no. (604) 687-4460 Attention: John Sandrelli, Eamonn Watson, and Cassandra Federico Emails: john.sandrelli@dentons.com cassandra.federico@dentons.com eamonn.watson@dentons.com chelsea.denton@dentons.com <i>Counsel to the Petitioners.</i>	Alvarez & Marsal Canada 925 W. Georgia Street Unit 902 Vancouver BC V6C 3L2 Te no.: +1 604 638 7440 Attention: Pinky Law and Anthony Tilman Emails: pinky.law@alvarezandmarsal.com atillman@alvarezandmarsal.com <i>Proposed Monitor</i>
Richards Buell Sutton LLP 700 – 401 West Georgia Street Vancouver, BC Canada V6B 5A1 Tel no.: 604.682.3664 Attention: Dan Nugent Email: dnugent@rbs.ca <i>Counsel to British Columbia Housing Management Commission</i>	DLA Piper (Canada) LLP Suite 2700 1133 Melville Street Vancouver, British Columbia V6E 4E5 Tel no. +1 604 687 9444 Attention: Arad Mojtahedi and Colin Brousson Emails: colin.brousson@ca.dlapiper.com arad.mojtahedi@ca.dlapiper.com <i>Counsel to the Proposed Monitor</i>

Harper Grey LLP 650 W Georgia St #3200, Vancouver, BC V6B 4P7 Tel. No. (604) 687-0411 Attention: Norm Streu Email: nstreu@harpergrey.com <i>Counsel to Metro-Can Construction (BB) Ltd.</i>	Ozz Electric BC Inc. c/o Rocky Kim Law Corporation 1021 West Hastings Street, 9th Floor Vancouver, BC V6N 0C3 Tel. No. (778) 997-7710 Attention: Ricky Kim Email: assistant@rkimlawcorp.com
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SCHEDULE "B"

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002 C. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511 B.C.
LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND JAMESON
BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

ORDER MADE AFTER APPLICATION
(INITIAL ORDER)

	)		)
BEFORE	)	THE HONOURABLE JUSTICE BASRAN	) 25/NOV/2025
	)		)

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 25th day of November, 2025 (the "**Order Date**"); AND ON HEARING John Sandrelli and Eamonn Watson, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Affidavit #1 of Thomas James Pappajohn made November 24, 2025, and the consent of Alvarez & Marsal Canada Inc. to act as Monitor; AND UPON BEING ADVISED that the secured creditors and certain others who are likely to be affected by the charges created herein were given notice; 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:

JURISDICTION

1. 1061511 B.C. Ltd. ("**106**"), Jameson Broadway & Birch Limited Partnership (the "**LP**") and Jameson Broadway & Birch General Partner Ltd. (the "**GP**") are parties to which the CCAA applies and shall enjoy the benefits of the protections and authorizations provided in this Order, and shall be subject to the same restrictions hereunder.

SUBSEQUENT HEARING DATE

2. The hearing of the Petitioners' application for an extension of the Stay Period (as defined in paragraph 11 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 10 a.m., on the 5th day of December 2025, or such other date as this Court may order (the "**Return Date**").

PLAN OF ARRANGEMENT

3. The Petitioners shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to this Order and any further Order of this Court the Petitioners shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on their business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioners shall be authorized and empowered to continue to retain and instruct the consultants, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained by them, with liberty to retain and instruct such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

5. The Petitioners shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively "**Wages**");
- (b) the fees and disbursements of any Assistants retained by the Petitioners which are related to the Petitioners' restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioners, whenever and wherever incurred, in respect of:
 - (i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioners or any subsidiaries or affiliated companies of the Petitioners are domiciled;
 - (ii) any litigation in which the Petitioners are named as a party or is otherwise involved, whether commenced before or after the Order Date; and
 - (iii) any related corporate matters; and
- (c) all amounts owing for goods and services actually supplied to the Petitioners by other parties providing goods or services, with the prior consent of the Monitor, if, in the opinion of the Petitioners and the Monitor, the supplier or service provider is critical to the Business and ongoing operations of the Petitioners and the payment is required to ensure ongoing supply.

6. Except as otherwise provided herein, the Petitioners shall be entitled to pay all expenses reasonably incurred by the Petitioners in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services;

- (b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioners' obligations incurred prior to the Order Date); and
 - (c) fees and disbursements of the kind referred to in paragraph 5(b) of this Order, which may be incurred after the Order Date.
7. The Petitioners are authorized to remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
 - (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Petitioners in connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.
8. Except as specifically permitted herein, the Petitioners are hereby directed, until further Order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioners to any of their creditors as of the Order Date except as authorized by this Order;

- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Petitioners to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

9. Subject to such requirements as are imposed by the CCAA, the Petitioners shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$250,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing for their Business or Property, in whole or part;

all of the foregoing are to permit the Petitioners to proceed with an orderly restructuring of the Business (the "**Restructuring**").

10. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable

(the “**Relevant Enactment**”), the Petitioners, in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, “**Third Parties**”), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioners binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioners or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioners.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

11. Until and including December 5, 2025, or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioners and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

12. During the Stay Period, no Proceeding against or in respect of James Holdings Ltd. (“**James Holdings**”), or affecting the business or the property of James Holdings (collectively, “**JHL’s Business and Assets**”), shall be commenced or continued except with the written consent of James Holdings and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of James Holdings or affecting JHL’s Business and Assets are hereby stayed and suspended pending further Order of this Court.

13. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “Persons” and each being a “Person”) against or in respect of the Petitioners, James Holdings or the Monitor, or affecting the Business or the Property, or affecting JHL’s Business and Assets are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor, and James Holdings if applicable, or leave of this Court.

14. Nothing in this Order, including paragraphs 11, 12 and 13, shall: (i) empower the Petitioners or James Holdings to carry on any business which the Petitioners are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioners or James Holdings.

NO INTERFERENCE WITH RIGHTS

15. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Petitioners, except with the written consent of the Petitioners and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

16. During the Stay Period, all Persons having oral or written agreements with the Petitioners or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Petitioners, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Petitioners, and that the Petitioners shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain

names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Petitioners in accordance with normal payment practices of the Petitioners or such other practices as may be agreed upon by the supplier or service provider and the Petitioners and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

17. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Petitioners on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Petitioners with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioners whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioners, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioners or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the Petitioners that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

19. The Petitioners shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioners after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. The directors and officers of the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$100,000 as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraphs 31 and 33 of this Order.

21. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Petitioners' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 19 of this Order.

APPOINTMENT OF MONITOR

22. Alvarez & Marsal Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioners and their directors, officers, and Assistants shall advise the Monitor of all material steps taken by the Petitioners pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Petitioners' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Petitioners in its development of the Plan and any amendments to the Plan;
- (d) assist the Petitioners, to the extent required by the Petitioners, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioners, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

24. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

25. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the *British Columbia Environmental Management Act*, the *British Columbia Fish Protection Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

26. The Monitor shall provide any creditor of the Petitioners with information provided by the Petitioners in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioners are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Petitioners may agree.

27. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

28. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioners on a periodic basis and, in addition, the Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Petitioners, retainers in the amounts of \$50,000, \$50,000 and \$100,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

30. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$250,000 as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioners’

restructuring. The Administration Charge shall have the priority set out in paragraphs 31 and 33 of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

31. The priorities of the Administration Charge and the Directors' Charge, as among them, shall be as follows:

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

Second – Directors' Charge (to the maximum amount of \$100,000).

32. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge and the Directors' Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

33. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

34. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge and the Directors' Charge.

35. The Administration Charge and the Directors' Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any

negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Petitioners; and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall create or be deemed to constitute a breach by the Petitioners of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Petitioners pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

36. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Petitioners’ interest in such real property leases.

SERVICE AND NOTICE

37. The Monitor shall (i) without delay, publish in one national Canadian newspaper a notice containing the information prescribed under the CCAA, (ii) within five (5) days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioners of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

38. The Petitioners and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioners’ creditors or other interested parties at their respective addresses as last shown on

the records of the Petitioners and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

39. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: www.alvarezandmarsal.com/jamesonbroadway (the "**Website**").

40. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Website.

41. Notwithstanding paragraphs 38 and 40 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

GENERAL

42. The Petitioners or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

43. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Petitioners, the Business or the Property.

44. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this 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 Order, to grant representative

status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

45. Each of the Petitioners and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Petitioners to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

46. The Petitioners may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioners determine that such a filing is appropriate.

47. The Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

48. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

49. Any interested party (including the Petitioners and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

50. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

51. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

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 John Sandrelli
Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"

(List of Counsel)

[illegible]

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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 A PLAN OF COMPROMISE AND ARRANGEMENT OF 1061511 B.C.
LTD., JAMESON BROADWAY & BIRCH GENERAL PARTNER LTD., AND JAMESON
BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

**ORDER MADE AFTER APPLICATION
INITIAL ORDER**

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
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Attn: John Sandrelli