

Vancouver

28-Jan-26

REGISTRY

No. S-258845  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, 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 PARTNERS LTD., AND  
JAMESON BROADWAY & BIRCH LIMITED PARTNERSHIP

PETITIONERS

**SECOND REPORT OF THE MONITOR**

**ALVAREZ & MARSAL CANADA INC.**

**JANUARY 27, 2026**

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## 1.0 INTRODUCTION

- 1.1 On November 25, 2025, 1061511 B.C. Ltd. (“**106**”), Jameson Broadway & Birch General Partner Ltd. (the “**GP**”), and Jameson Broadway & Birch Limited Partnership (the “**LP**”, and together with 106 and the GP, the “**Petitioners**”) were granted an initial order (the “**Initial Order**”) by this Honourable Court to commence proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (“**CCAA**”).
- 1.2 Among other things, the Initial Order afforded the Petitioners an initial stay of proceedings up to and including December 4, 2025 (the “**Stay Period**”) and appointed Alvarez & Marsal Canada Inc. (“**A&M**”) as monitor of the Petitioners during the CCAA Proceedings (in such capacity, the “**Monitor**”).
- 1.3 On December 4, 2025, upon the application of the Petitioners, this Honourable Court granted the Amended and Restated Initial Order (the “**ARIO**”), which, among other things:
  - a) approved the interim financing (the “**Interim Financing**”) and the corresponding interim financing charge (the “**Interim Lender’s Charge**”) in favour of Maynbridge Capital Inc. (“**Maynbridge**”);
  - b) extended the stay of proceedings to James Holdings Ltd. (“**James Holdings**”) as against Portage Capital Corporation (“**Portage**”), Argo Ventures Inc. (“**Argo**”), and British Columbia Housing Management Commission (“**BC Housing**”, and collectively with Portage and Argo, the “**JHL Stay Parties**”);
  - c) declared Metro-Can Construction (BB) Ltd. (“**Metro-Can**”) a critical supplier pursuant to Section 11.4 of the CCAA and approved a corresponding critical supplier’s charge of \$1.75 million (the “**Critical Supplier’s Charge**”);
  - d) authorized the Petitioners to, among other things, pay all invoices of Metro-Can outstanding as of the order date, totaling \$8,213,000 and fund the holdback deficiency of \$6,745,792 (collectively, the “**Metro-Can Payments**”);
  - e) approved the increase to the Administration Charge (as defined below) from \$250,000 to \$500,000; and
  - f) extends the Stay Period to March 5, 2026 (the “**First Stay Extension**”).
- 1.4 Further information regarding the CCAA Proceedings, including the Initial Order, affidavits, reports of the Monitor and all other Court-filed documents and notices are available on the Monitor’s website at [www.alvarezandmarsal.com/jamesonbroadway](http://www.alvarezandmarsal.com/jamesonbroadway) (the “**Monitor’s Website**”).

## **2.0 PURPOSE OF REPORT**

2.1 This report (the “**Second Report**”) has been prepared by A&M in its capacity as Monitor of the Petitioners in the CCAA Proceedings, and to provide information to this Honourable Court in respect of the following:

- a) an update on the Petitioners’ restructuring efforts to date;
- b) an update on the status of the 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 (“**FPB**”), and 106 and LP, as vendors; and
- c) a comparison of the actual receipts and disbursements of the Petitioners as compared to the projected cash flow (the “**CCAA Cash Flow Forecast**”) for the period November 15, 2025 to January 9, 2026.

2.2 The Second Report should be read in conjunction with the Affidavit #1 of Mr. Thomas Pappajohn sworn on November 24, 2025 (the “**First Pappajohn Affidavit**”) and the filed materials to date by the Petitioners in the CCAA Proceedings (collectively, the “**Filed Materials**”), as background information contained in the Filed Materials has not been included herein to avoid unnecessary duplication.

## **3.0 TERMS OF REFERENCE**

3.1 In preparing this report, A&M has necessarily relied upon unaudited financial and other information supplied, and representations made to it, by certain senior management of the Petitioners (“**Management**”). Although this information has been subject to review, A&M has not conducted an audit nor otherwise attempted to verify the accuracy or completeness of any of the information prepared by Management, or otherwise provided by the Petitioners. Accordingly, A&M expresses no opinion and does not provide any other form of assurance on the accuracy and/or completeness of any information contained in this report, or otherwise used to prepare this report.

3.2 Certain of the information referred to in this report consists of financial forecasts and/or projections prepared by Management. An examination or review of financial forecasts and projections and procedures as outlined by the Chartered Professional Accountants of Canada has not been performed. Readers are cautioned that since financial forecasts and/or projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from those forecasts and/or projected and the variations could be significant.

3.3 Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

#### **4.0 PETITIONERS' RESTRUCTURING EFFORTS TO DATE**

4.1 Upon the granting of the ARIQ, discussions and meetings between the Petitioners, Metro-Can and the Monitor were held in relation to the status of the construction of the residential and commercial real estate project at 2538 Birch Street, Vancouver, British Columbia (the “Development”), the steps required for Metro-Can to re-mobilize the construction team including payment of the Metro-Can Payments and timing related thereto, and the expected completion date of the construction.

4.2 On December 9, 2025, the Petitioners and Maynbridge entered into the DIP Credit Facility Agreement for Interim Financing of up to \$31 million, as approved under the ARIQ. The Petitioners received the first advance from Maynbridge on December 12, 2025, and made the Metro-Can Payments on December 15, 2025.

4.3 As a result, Metro-Can made arrangements to re-mobilize the construction team in December 2025. It is the Monitor’s understanding that construction at the Development has recommenced with virtually all subtrades operating at 100% by January 16, 2026, and that Metro-Can and the Petitioners are working collaboratively towards the completion of the Development.

4.4 Metro-Can is currently considering the construction schedule and seeking input from major subtrades, and will be providing the Petitioners and the Monitor with the expected revised completion date in the coming weeks. However, the Monitor’s understanding is that construction, while delayed slightly, is not expected to deviate substantially from the pre-CCAA schedule. Based on the latest estimated schedule from Metro-Can, the current “outside date” for construction completion is expected to be end of July 2026.

#### **5.0 PURCHASE AGREEMENT**

5.1 As noted in the First Report of the Monitor dated December 3, 2025, prior to the commencement of the CCAA Proceedings, 106 and LP entered into a Purchase Agreement with FPB to sell the Development. The financing condition waiver date pursuant to the Purchase Agreement was set as December 19, 2025.

5.2 The financing condition was not waived by FPB. As a result, and after discussion between the Petitioners and FPB, the Purchase Agreement was formally terminated on December 19, 2025.

5.3 However, notwithstanding this termination of the Purchase Agreement, the Petitioners are continuing to work with FPB with the goal to present a different restructuring path in the CCAA Proceedings.

5.4 In consultation with FPB, the Petitioners have determined the best path forward is by way of a plan of arrangement as opposed to progressing the existing Purchase Agreement. The contemplated plan would include a utilization of the existing partnership structure (restructured) as a vehicle to complete a restructuring transaction in the CCAA Proceedings that would repay both BC Housing, Maynbridge (noting the Interim Financing from Maynbridge is sufficient to pay Metro-Can and all other ongoing obligations to complete the Development) and all other creditors of the Petitioners in full.

5.5 The Monitor is of the further understanding that, under the proposed restructuring and in line with the proposed use of the Development under the Purchase Agreement, the Development would be used to create a safe, culturally-appropriate residential lodge for Indigenous members and non-Indigenous people receiving long- and short-term medical treatment in the Vancouver area, with accommodation provided at minimal out-of-pocket cost to the patients and their First Nations (as applicable). The concept is referred to as the “Dunna’eh House of Healing” and would be managed by the Dunna’eh House of Healing Society and supported by the First Nations Health Authority amongst others.

5.6 The Monitor has reviewed a confidential demand study on the concept, and the Petitioners are finalizing plans for a debt and equity raise. FPB remains committed to the transaction under the plan-based approach versus the Purchase Agreement and is collaborating with the Petitioners in raising the required equity and debt financing.

5.7 The Monitor will provide this Honourable Court with further updates in due course.

## **6.0 CASH FLOW VARIANCE FOR THE PERIOD ENDED JANUARY 9, 2026**

6.1 As part of the ongoing oversight and monitoring of the business and financial affairs of the Petitioners, the Monitor has set up a weekly cash flow review protocol with the Petitioners to compare actual cash flows against the CCAA Cash Flow Forecast, and report to Metro-Can, as required. The Petitioners’ actual cash receipts and disbursements compared to the CCAA Cash Flow Forecast during the period November 15, 2025 to January 9, 2026 (the “**Reporting Period**”) is summarized below.

**Jameson Broadway & Birch Limited Partnership**  
**CCAA Cash Flow Reporting**  
**For the eight weeks ended January 9, 2026**  
(C\$000s)

	<b>Actual</b>	<b>Forecast</b>	<b>Variance</b>
<b>Receipts</b>			
Other receipts	\$ 99	\$ 99	0
<b>Total Receipts</b>	<u>99</u>	<u>99</u>	<u>0</u>
<b>Operating disbursements</b>			
Metro-Can catch-up payment	(7,427)	(7,427)	(0)
Soft cost catch-up payment	(165)	(250)	85
Metro-Can post-filing costs	(1,130)	(1,701)	571
Holdback	(7,618)	(7,712)	94
Development manager fees	(174)	(349)	174
Development consultant fees	-	(38)	38
Property taxes	-	-	-
Insurance	-	-	-
Offsite development fees	-	-	-
Other general and administrative expenses	(65)	(66)	0
Contingency	-	(75)	75
<b>Total operating disbursements</b>	<u>(16,579)</u>	<u>(17,617)</u>	<u>1,038</u>
<b>CCAA receipts &amp; disbursements</b>			
Interim Financing Facility	17,000	18,000	(1,000)
Interim Financing Facility interest & fees	(1,153)	(1,187)	34
Professional fees	(465)	(630)	165
<b>Total CCAA receipts &amp; disbursements</b>	<u>15,383</u>	<u>16,183</u>	<u>(801)</u>
<b>Net Cash Flow</b>	<b>(1,097)</b>	<b>(1,335)</b>	<b>238</b>
<b>Bank balance</b>			
Opening cash balance	1,629	1,629	-
<b>Closing cash balance</b>	<b>\$ 532</b>	<b>\$ 294</b>	<b>\$ 238</b>
<b>Holdback account</b>			
Opening balance	489	489	-
Funding	7,618	7,712	(94)
Withdrawal	-	-	-
<b>Closing balance</b>	<b>\$ 8,107</b>	<b>\$ 8,201</b>	<b>\$ (94)</b>
<b>Interim Financing Facility</b>			
Opening balance	-	-	-
<b>Closing balance</b>	<b>\$ 17,000</b>	<b>\$ 18,000</b>	<b>\$ (1,000)</b>

6.2 The Petitioners experienced a net favorable cash flow variance of \$238,000 during the Reporting Period, primarily attributable to the following factors:

- soft cost catch-up payments were \$85,000 lower than forecast due to fewer payments to development consultants than anticipated;
- Metro-Can post-filing costs and holdback payments were \$571,000 and \$94,000 lower than forecast, respectively, due to timing;

- c) development manager and consultant fees were \$174,000 and \$38,000 lower than forecast, respectively, due to timing;
- d) interim financing facility draws were \$1.0 million lower than forecast due to timing; and
- e) professional fees were \$165,000 lower than forecast due to timing.

6.3 As at January 9, 2026, the Petitioners' operating bank account held \$532,000 and the holdback account held \$8.1 million and the Monitor can advise that the holdback account is fully funded.

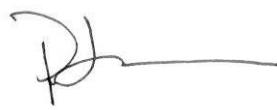
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**All of which is respectfully submitted to this Honourable Court this 27<sup>th</sup> day of January, 2026.**

**Alvarez & Marsal Canada Inc.,**  
in its capacity as Monitor of  
1061511 B.C. Ltd., Jameson Broadway & Birch General Partners Ltd.,  
and Jameson Broadway & Birch Limited Partnership



Per: Anthony Tillman  
Senior Vice President



Per: Pinky Law  
Vice President