~~BC MODEL CCAA INITIAL ORDER – March 14, 2011~~No. _____
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 ~~[CANADA]~~ *BUSINESS CORPORATIONS ACT*, ~~R.~~S.B.C. ~~1985~~ 2002, c. ~~C-44~~ 57
and/~~or the~~ THE *BUSINESS CORPORATIONS ACT*, ~~S.B.C. 2002, c. 57 and/or any other applicable Provincial Statute~~ R.S.A. 2000, c. B-9

~~AND~~

~~IN THE MATTER OF [Petitioner(s)]~~

~~PETITIONER(S)~~

- AND -

IN THE MATTER OF
BUL RIVER MINERAL CORPORATION, BIG BEAR METAL MINING CORPORATION, EARTH'S VITAL EXTRACTORS LIMITED, FORT STEELE MINERAL CORPORATION, FORT STEELE METALS CORPORATION, FUSED HEAT LTD., GALLOWAI METAL MINING CORPORATION, GIANT STEEPLES MINERAL CORPORATION, GRAND MINERAL CORPORATION, INTERNATIONAL FELDSPAR LTD., JAO MINE DEVELOPERS LTD., KUTTENI DIAMONDS LTD., STANFIELD MINING GROUP OF CANADA LTD., SULLIBIN MINERAL CORPORATION, SULLIBIN MULTI METAL CORPORATION, SUPER FELDSPARS CORPORATION, WHITE CAT METAL MINING CORPORATION, ZEUS METAL MINING CORPORATION, ZEUS METALS CORPORATION and ZEUS MINERAL CORPORATION

PETITIONERS

~~O R D E R~~ ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) d/mm/yyyy THURSDAY, THE 26TH
) DAY OF MAY 2011
JUSTICE) FITZPATRICK

THE APPLICATION of the ~~Petitioner~~Petitioners coming on for hearing[1] WITHOUT NOTICE at Vancouver, British Columbia, on the 26th day of ~~, 201~~ May, 2011 (the "**Order Date**"); AND ON HEARING Colin D. Brousson, counsel for the ~~Petitioner~~Petitioners and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the First Affidavit of ~~sworn , 201~~ George Timothy Hewison sworn May 26, 2011 and the consent of ~~to act as Monitor; AND UPON BEING ADVISED that the secured creditors [and others] who are likely to be affected by the charges created herein were given notice~~[2] Deloitte & Touche Inc. to act as Monitor; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

JURISDICTION

1. The ~~Petitioner is a company~~Petitioners are an affiliated group of companies to which the CCAA applies.

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[1] ~~Section 11(1) of the CCAA provides for notice of an application to be given. CCAA orders may, and in some cases must, be sought on notice to affected parties, if this is possible. Applications may be made without notice "as [the court] may see fit", although recent British Columbia cases have commented on the appropriateness of bringing such applications without notice: *Re Encore Developments Ltd.* 2008 BCSC 13 and *Re Marine Drive Properties Ltd.* 2009 BCSC 145. If service has been abridged, the Order should reflect that.~~

[2] ~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2)~~

SUBSEQUENT HEARING DATE

2. The hearing of the ~~Petitioner's~~Petitioners' application for an extension of the Stay Period (as defined in paragraph 15 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at [redacted] .m. on [redacted], the [redacted] day of [redacted], ~~201~~ June, 2011 or such other date as this Court may order.

PLAN OF ARRANGEMENT

3. The ~~Petitioner~~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 ~~Petitioner~~Petitioners shall remain in possession and control of ~~its~~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 ~~its~~their business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The ~~Petitioner~~Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as ~~it~~they deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

~~[Cash Management System[3]]~~

~~[3] This provision but should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash. If to be included, the model wording for the provision is as follows: "THIS COURT ORDERS that the Petitioner shall be entitled to continue to utilize the central cash~~

5. The ~~Petitioner~~Petitioners shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:[4]

(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**");[5] and

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~~management system currently in place as described in the Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Petitioner of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Petitioner, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System."~~

~~[4] Paragraphs 5 and 6 were separated to make it clear that only very limited payments may be made on account of pre-filing accruals and expenses. The Petitioner may consider seeking authority to make other payments during the stay, such as an amendment to paragraph 5 allowing certain payments to creditors, including critical suppliers, on the following terms:~~

~~"..... with the written consent of the Monitor:~~

~~(i) pay the entire amount of its obligations to any creditor if the amount of such obligations, as agreed between the Petitioner and the creditor, is $_____ or less as at the Order Date;~~

~~(ii) pay $_____ to any other creditor to which the outstanding obligations of the Petitioner are greater than $_____ as at the Order Date, provided such creditor agrees to accept that amount in full satisfaction of all obligations of the Petitioner to such creditor as at the Order Date;~~

~~(iii) pay amounts owing to creditors who hold possessory or statutory liens against any asset of the Petitioner where the value of such asset exceeds the amount of the possessory or statutory liens or where the asset is deemed critical by the Petitioner and the Monitor to the business operations of the Petitioner; and~~

~~(iv) amounts outstanding to creditors for goods and services provided prior to the Order Date where expressly authorized by this Order or any further Order of this Court."~~

~~[5] The Petitioner may wish to specifically apply to pay severance pay outstanding as at the Order Date.~~

(b) the fees and disbursements of any Assistants retained or employed by the ~~Petitioner~~Petitioners which are related to the ~~Petitioner's~~Petitioners' restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the ~~Petitioner~~Petitioners, whenever and wherever incurred, in respect of:

(i) these proceedings or any other similar proceedings in other jurisdictions in which the ~~Petitioner~~Petitioners or any subsidiaries or affiliated companies of the ~~Petitioner~~Petitioners are domiciled;

(ii) any litigation in which the ~~Petitioner is~~Petitioners are named as a party or ~~is~~are otherwise involved, whether commenced before or after the Order Date; and

(iii) any related corporate matters.

6. Except as otherwise provided herein, the ~~Petitioner~~Petitioners shall be entitled to pay all expenses reasonably incurred by the ~~Petitioner~~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[6] reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services~~, provided that any capital expenditure exceeding $ _____ shall be approved by the Monitor~~;

(b) all obligations incurred by the ~~Petitioner~~Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the ~~Petitioner~~Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the ~~Petitioner's~~Petitioners' obligations incurred prior to the Order Date); and

[6] ~~The Petitioner may wish to consider a limit on this prohibition to allow for flexibility: ".... provided that any capital expenditure exceeding $ _____ shall be approved by the Monitor."~~

(c) fees and disbursements of the kind referred to in paragraph ~~[~~5(b)~~]~~ which may be incurred after the Order Date.

7. The ~~Petitioner is~~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, (iii) Quebec Pension Plan, and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA; ~~7~~

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the ~~Petitioner~~Petitioners in connection with the sale of goods and services by the ~~Petitioner~~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.

~~7 The definition of Wages in paragraph 5(a) is intended to allow payment of these amounts even if owed prior to the Order Date in recognition of the fact that Wages are paid at the end of a stub period and that continued employment is critical to the ongoing operations of the Petitioner. The extension of the ability of the Petitioner to make payments in addition to just Wages in this paragraph is intended to : (a) protect directors and officers from statutory claims; and (b) recognize that Section 6(3) of the CCAA provides for the payment of some of these amounts in a restructuring in any event . It is anticipated that the magnitude of such obligations will be brought to the attention of the Court if significant.~~

8. Until such time as a real property lease is disclaimed[8] in accordance with the CCAA, ~~the~~each Petitioner shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated between ~~the~~that Petitioner and the landlord from time to time ("**Rent**"), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the Order Date shall also be paid.

9. Except as specifically permitted herein, the ~~Petitioner is~~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 ~~Petitioner~~Petitioners to any of ~~its~~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 ~~its~~the Petitioners' Property, nor become ~~a guarantor~~guarantors or ~~surety~~sureties, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;[9]

(d) to not grant credit except in the ordinary course of the Business and only to ~~its~~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 ~~Petitioner~~Petitioners to such customers as of the Order Date; and

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[8] ~~The term "resiliate" should be used if there are leased premises in the Province of Quebec – see also paras. 12 and 13.~~

(e) to not incur liabilities except in the ordinary course of Business.

~~FINANCIAL ARRANGEMENTS~~

~~10. Notwithstanding any other provision in this Order:~~

~~(a) the Petitioner is hereby authorized and empowered to borrow, repay and reborrow from [redacted] (the "**Lender**") such amounts from time to time as the Petitioner considers necessary, and the Lender shall be entitled to revolve its operating loan facility (the "**Lender Loan Facility**") and collect interest, fees and costs on the Lender Loan Facility, subject to such amendments as are agreed between the Lender and the Petitioner;~~

~~(b) the Lender Loan Facility shall be secured by the same charge (the "**Lender Charge**") as secured the Lender Loan Facility as at the Order Date; and~~

~~(c) the Petitioner is authorized to deal with the Lender in respect of the Lender Loan Facility on such terms as may be negotiated and agreed upon between the Petitioner and the Lender.~~

RESTRUCTURING

10. ~~11.~~ Subject to such requirements as are imposed by the CCAA and such covenants as may be ~~contained in the Definitive Documents (as hereinafter defined), the Petitioner~~allowed by future order of this Court pursuant to the granting of interim financing, the Petitioners shall have the right to:

(a) permanently or temporarily cease, downsize or shut down all or any part of ~~its~~their Business or operations and commence marketing efforts in respect of any of ~~its~~their redundant or non-material assets ~~[~~and to dispose of redundant or non-material assets

~~[9] Counsel may wish to consider adding a provision allowing the granting of PMSI security after the Order Date.~~

not exceeding $~~[~~100,000 in any one transaction or $~~[~~500,000 in the aggregate~~]~~[10];

(b) ~~[~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate~~]~~;[11] and

(c) pursue all avenues of refinancing for ~~its~~the Business or Property, in whole or part;

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

11. ~~12.~~ The ~~Petitioner~~Petitioners shall provide ~~each of the~~any relevant landlords with notice of the ~~Petitioner's~~Petitioners' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the ~~Petitioner's~~Petitioners' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors who claim a security interest in the fixtures, such landlord and the ~~Petitioner~~Petitioners, or by further Order of this Court upon application by the ~~Petitioner~~Petitioners, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If the ~~Petitioner~~Petitioners disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the ~~Petitioner's~~Petitioners' claim to the fixtures in dispute.

~~[10] Section 36 of the CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)), but rather requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or been made available at the initial CCAA hearing.~~

~~[11] It is not clear to the BCMIOC whether the termination of an employee is a "disclaimer or resiliation" of the employment agreement within the meaning of Section 32 of the CCAA. Since the termination of an employee may not be a matter governed by Section 32 of the CCAA (except to the extent that collective agreements are exempted from the application of that Section), the BCMIOC has left this provision in the Model Order.~~

12. ~~13.~~ If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the relevant Petitioner and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the ~~Petitioner~~Petitioners, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the ~~Petitioner~~Petitioners of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

13. ~~14.~~ 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 ~~Petitioner~~Petitioners and each of them, in the course of these proceedings, ~~is~~are permitted to, and hereby shall, disclose personal information of identifiable individuals in ~~its~~their possession or control to stakeholders, ~~its~~and to the Petitioners' 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 relevant Petitioner(s) 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 relevant Petitioner(s) 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 ~~Petitioner.~~[12]Petitioners.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES ~~[13]~~[14]

14. ~~15.~~ Until and including June 23rd ~~[MAX. 30 DAYS FROM ORDER DATE]~~, 2011, 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 ~~Petitioner~~Petitioners or any of them, or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the relevant Petitioner(s) and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Petitioner~~Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. ~~16.~~ 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 ~~Petitioner~~Petitioners or any of them or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the relevant Petitioner(s) and the Monitor or leave of this Court.

~~[12] Counsel should consider whether the inclusion of this paragraph concerning exemption from privacy legislation should be included as part of the Initial Order. The paragraph is intended to enable the Petitioner to disclose personal information in the course of its dealings with potential lenders, investors or purchasers. Section 18(1)(o) of the British Columbia *Personal Information Protection Act* allows the release of such information only when "required or authorized by law". Accordingly, it may be appropriate to wait until such a transaction is contemplated before seeking to include this term in an order, and counsel may wish to consider whether it is necessary to adduce evidence showing the court that disclosure is necessary.~~

~~[13] In keeping with the underlying philosophy of the Model Order, there provisions include a succinct stay provision which is intended to encapsulate the very broad stay provisions authorized in Section 11 of the CCAA. These provisions are specifically subject to specific limitations, including to permit a regulatory body to continue its investigations of the Petitioner or to permit a lien or security holder to make filings and commence Proceedings necessary to preserve their lien or security. If a case can be made out that such a Proceeding would have the effect of prejudicing the Petitioner's ability to restructure, then, on application based on the applicable facts, the Model Order can be amended to stay such Proceedings.~~

~~[14] In addition, counsel should consider clauses dealing with Section 81.1 and 81.2 of the BIA, as may be appropriate.~~

16. ~~17.~~ Nothing in this Order, including paragraphs ~~[15]~~14 and ~~[16],~~15, **shall: (i) empower ~~the~~any Petitioner to carry on any business which ~~the~~that Petitioner is 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 relevant Petitioner(s).**

NO INTERFERENCE WITH RIGHTS

17. ~~18.~~ 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 ~~Petitioner~~Petitioners or any of them, except with the written consent of the relevant Petitioner(s) and the Monitor or leave of this Court.~~[15]~~

CONTINUATION OF SERVICES

18. ~~19.~~ During the Stay Period, all Persons having oral or written agreements with the ~~Petitioner~~Petitioners or any of them 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 ~~Petitioner~~Petitioners or any of them, 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 ~~Petitioner~~Petitioners,

~~[15] The Petitioner may wish to consider whether an application should be made relating to the ongoing entitlement/benefit of any applicable volume rebates or discounts based upon volumes supplied during the period prior to the Order Date.~~

and that the ~~Petitioner~~Petitioners shall be entitled to the continued use of ~~its~~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 relevant Petitioner in accordance with normal payment practices of the ~~Petitioner~~Petitioners or such other practices as may be agreed upon by the supplier or service provider and the relevant Petitioner and the Monitor, or as may be ordered by this Court.~~16~~

NON-DEROGATION OF RIGHTS

19. ~~20.~~ 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 ~~Petitioner~~Petitioners or any of them on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.~~17~~

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. ~~21.~~ 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 ~~Petitioner~~Petitioners or any of them with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Petitioner~~Petitioners or any

~~16 Counsel may wish to consider whether to seek an order deeming one or more suppliers "critical suppliers" in accordance with Section 11.4 of the CCAA. Notice of an application to deem a supplier a critical supplier must be given to the proposed critical supplier and any secured creditors likely to be affected by the security or charge granted in favour of the proposed critical supplier. Suggested wording for the additional paragraph is as follows: "THIS COURT ORDERS that [Name of supplier] is hereby deemed a critical supplier (the "Critical Supplier") in accordance with section 11.4 of the CCAA and shall, from the Order Date, continue to supply goods and services to the Petitioner on such terms and conditions as are consistent with the supply relationship between the Critical Supplier and the Petitioner. The Critical Supplier is hereby granted a charge (the "Critical Suppliers Charge") on the Property, which charge shall not exceed an aggregate amount of $_____, as security for any amounts for which the Petitioner becomes indebted to the Critical Supplier for the supply of goods or services after the Order Date. The Critical Suppliers Charge shall have the priority set out in paragraphs 40 and 42 herein."~~

~~17 This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

of them 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 ~~Petitioner~~Petitioners, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Petitioner~~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~~a Petitioner 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~~[18]~~

21. ~~22. The~~Each Petitioner shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of ~~the~~that Petitioner after the commencement of the within proceedings~~[19]~~, 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.

22. ~~23.~~ The directors and officers of the ~~Petitioner~~Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**")~~[20]~~ on the Property, which charge shall not exceed an aggregate amount of **$ ~~_____~~1,500,000**, as security for the indemnity provided in paragraph ~~[22]~~ **21** of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~[40]~~paragraphs 34 and ~~[42] herein.~~36 hereof.

23. ~~24.~~ 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

~~[18] Counsel should be aware that the provisions relating to Directors/Officers/Employees Indemnification and Charge may not be appropriate in all circumstances.~~

~~[19] The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge) and the scope of the indemnity are discretionary matters that should be addressed with the Court.~~

~~[20] Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Petitioner could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

(b) the ~~Petitioner's~~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 ~~[22]~~21 of this Order.

APPOINTMENT OF MONITOR

24. ~~25.~~ **Deloitte & Touche 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 ~~Petitioner~~Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the ~~Petitioner~~Petitioners and ~~its~~their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Petitioner~~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.

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

(a) monitor the ~~Petitioner's~~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) assist the ~~Petitioner~~Petitioners, to the extent required by the ~~Petitioner~~Petitioners, in ~~its~~their dissemination, to ~~the~~ any future interim lender ("**DIP Lender** ~~(as hereinafter defined)~~[21]") and its counsel ~~on a [TIME INTERVAL] basis~~ of financial and other information as agreed to between the ~~Petitioner~~Petitioners and

~~[21] This Model Order assumes that there is a DIP Lender.~~

the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the ~~Petitioner~~Petitioners in its preparation of the ~~Petitioner's~~Petitioners' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender ~~and its counsel on a periodic basis, but not less than [TIME INTERVAL];~~at such intervals as may be ordered by future order or as otherwise agreed to by the DIP Lender;

(e) advise the ~~Petitioner~~Petitioners in ~~its~~their development of the Plan and any amendments to the Plan;

(f) assist the ~~Petitioner~~Petitioners, to the extent required by the ~~Petitioner~~Petitioners, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) 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 ~~Petitioner~~Petitioners, to the extent that is necessary to adequately assess the ~~Petitioner's~~Petitioners' business and financial affairs or to perform its duties arising under this Order;

(h) 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

(i) perform such other duties as are required by this Order or by this Court from time to time.

26. ~~27.~~ 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.

27. ~~28.~~ 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.

28. ~~29.~~ The Monitor shall provide any creditor of the ~~Petitioner and the~~Petitioners or any of them and to any future DIP Lender with information provided by the ~~Petitioner~~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 ~~Petitioner~~Petitioners or any of them is 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 relevant Petitioner(s) may agree.

29. ~~30.~~ 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.~~[22]~~

ADMINISTRATION CHARGE

30. ~~31.~~ The Monitor, counsel to the Monitor, if any, and counsel to the ~~Petitioner~~Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the ~~Petitioner~~Petitioners as part of the cost of these proceedings. The ~~Petitioner is~~Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the ~~Petitioner~~Petitioners on a periodic basis and, in addition, the ~~Petitioner is~~Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the ~~Petitioner~~Petitioners, retainers in the ~~amount[s]~~amounts of ~~$[ ]~~ ~~[~~**30,000** respectively~~]~~ to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

31. ~~32.~~ 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 and may be heard on a summary basis.

32. ~~33.~~ The Monitor, counsel to the Monitor, if any, and counsel to the ~~Petitioner~~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

~~[22] Counsel should be aware that the provision exempting the Monitor in situations except for gross negligence may not be appropriate in all circumstances.~~

this Order which are related to the ~~Petitioner's~~Petitioners' restructuring. The Administration Charge shall have the priority set out in paragraphs ~~[40]~~34 and ~~[42]~~36 hereof.~~[23]~~

INTERIM (DIP) FINANCING

~~34. The Petitioner is hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "**DIP Lender**") in order to finance the continuation of the Business and preservation of the Property, provided that borrowings under such credit facility shall not exceed $_____ unless permitted by further Order of this Court.~~

~~35. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Petitioner and the DIP Lender dated as of [DATE] (the "**Commitment Letter**"), filed.~~

~~36. The Petitioner is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Petitioner is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~37. The DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property. The DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs **[40]** and **[42]** hereof.~~

~~38. Notwithstanding any other provision of this Order:~~

~~[23] Counsel should be aware that the provision allowing for an Administration Charge in favour of the Petitioner's counsel may not be appropriate in all circumstances.~~

33. The Petitioner shall be entitled to make a further application for

(a) ~~the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents:~~an order approving interim financing from a DIP Lender, the identity of which is to be determined; and

(b) ~~upon the occurrence of an event of default under any of the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ____ days notice to the Petitioner and the Monitor, may exercise any and all of its rights and remedies against the Petitioner or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Petitioner and set off and/or consolidate any amounts owing by the DIP Lender to the Petitioner against the obligations of the Petitioner to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Petitioner and for the appointment of a trustee in bankruptcy of the Petitioner; and~~ an order creating a further Charge over the Property to secure funds advanced by the DIP Lender.

(c) ~~the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioner or the Property.~~

~~39. The DIP Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioner under the CCAA, or any proposal filed by the Petitioner under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.~~

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

34. ~~40.~~ The priorities of the Administration Charge~~,~~ and the Directors' Charge ~~and the DIP Lender's Charge~~, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $~~[redacted]~~ **250,000**);

Second ~~– DIP Lender's Charge; Third –~~ Directors' Charge (to the maximum amount of $~~[redacted]~~).[24] **500,000).**

35. ~~41.~~ Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge~~, the DIP Lender's 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[25] 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.

36. ~~42. Each of the~~The Administration Charge~~, the DIP Lender's Charge~~ and the Directors' Charge (~~all~~each as constituted and defined herein) 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.[26]

~~[24] The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

~~[25] The term "opposable" should be included if there is Property in the Province of Quebec.~~

~~[26] This Model Order is not intended to be determinative of whether the Court has the jurisdiction to grant the Administration Charge, the DIP Lender's Charge and the Director's Charge priority over the payroll deemed trusts arising under section 227(4.1) of the Canada *Income Tax Act*. If the Petitioner seeks an order granting priority for such charges over any payroll deemed trust, notice of the application should be given to the federal Crown. If the Petitioner does not seek an order subordinating any payroll deemed trust to such charges, the following should be added to the end of paragraph 42: "with the exception of any deemed trust amounts provided for in paragraph 37(2) of the CCAA."~~

37. ~~43.~~ Except as otherwise expressly provided herein, or as may be approved by this Court, the ~~Petitioner~~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 ~~Petitioner obtains~~Petitioners obtain the prior written consent of the Monitor~~, the DIP Lender~~ and the beneficiaries of the Administration Charge and the Director's Charge.

38. ~~44.~~ The Administration Charge~~,~~ and the Director~~'s Charge, the Commitment Letter, the Definitive Documents and the DIP Lender~~'s 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**")~~ and/or the DIP Lender~~ 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; or (d) 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 ~~Petitioner~~Petitioners or any of them; and notwithstanding any provision to the contrary in any Agreement:

(a) ~~neither~~ the creation of the Charges ~~nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents~~ shall not create or be deemed to constitute a breach by the ~~Petitioner~~Petitioners or any of them of any Agreement to which they or 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 Petitioner entering into the Commitment Letter,~~ the creation of the Charges~~, or the execution, delivery or performance of the Definitive Documents~~; and

(c) the payments made by the ~~Petitioner~~Petitioners or any of them pursuant to this Order~~, the Commitment Letter or the Definitive Documents,~~ 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.

39. ~~45. THIS COURT ORDERS that any~~Any Charge created by this Order over leases of real property, mineral leases, mineral tenures and mineral claims in Canada shall only be a Charge ~~in~~on any of the ~~Petitioner's~~Petitioners' interest(s) in such real property leases, mineral leases, mineral tenures and mineral claims.

SERVICE AND NOTICE

40. ~~46. The~~ The Monitor shall (~~i~~a) without delay, publish in ~~[newspapers specified by the Court]~~the Vancouver Sun, ~~Globe and Mail~~ and National Post a notice containing the information prescribed under the CCAA, and (~~ii~~b) within five days after Order Date, (~~A~~i) make this Order publicly available in the manner prescribed under the CCAA, (~~B~~ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the ~~Petitioner~~Petitioners or any of them of more than $1000, and (~~C~~iii) 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.

41. ~~47. The~~ ~~Petitioner~~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 ~~Petitioner's~~Petitioners' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Petitioner~~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.

42. ~~48.~~ 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: ~~[INSERT WEBSITE ADDRESS]~~www.deloitte.com/ca/stanfield.

43. ~~49.~~ 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 its website at: ~~[INSERT WEBSITE ADDRESS]~~www.deloitte.com/ca/stanfield.

44. ~~50.~~ Notwithstanding paragraphs ~~[48]~~41 and ~~[49]~~42 of this Order, service of the Petition, the Notice of Hearing of Petition, the Affidavit #1 of ~~_____~~G. T. Hewison this Order and any other pleadings in this proceeding (collectively, the "**Materials**"), 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. ~~27~~

GENERAL

45. ~~51.~~ The ~~Petitioner~~Petitioners or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

~~27 *The Crown Proceeding Act*, R.S.B.C. 1996, c. 89, s. 8 provides for service on the British Columbia Crown, as follows:~~

~~"A document to be served on the government~~

~~(a) must be served on the Attorney General at the Ministry of the Attorney General in the City of Victoria, and~~

~~(b) is sufficiently served if~~

~~(i) left there during office hours with a solicitor on the staff of the Attorney General at Victoria, or~~

~~(ii) mailed by registered mail to the Deputy Attorney General at Victoria.~~

~~A similar provision relating to the federal Crown is found at s. 23(2) of the *Crown Liability and Proceeding Act*, R.S. 1985, c. C-50, which provides for service on the Deputy Attorney General of Canada or the chief executive officer of the agency in whose name the proceedings are taken, as the case may be. The Federal Crown requests that service of documents be by delivery to Department of Justice, 900 – 840 Howe Street, Vancouver, B.C. V6Z 2S9.~~

46. ~~52.~~ 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 ~~Petitioner~~Petitioners or any of them, the Business or the Property.

47. ~~53.~~ 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 ~~Petitioner~~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 ~~Petitioner~~Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

48. ~~54.~~ Each of the ~~Petitioner~~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 ~~Petitioner~~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.

49. ~~55.~~ The ~~Petitioner~~Petitioners or any of them 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 ~~Petitioner determines~~Petitioners determine that such a filing is appropriate.

50. ~~56.~~ The ~~Petitioner is~~Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as ~~it deems~~they deem advisable within the time limited for Persons to file and serve Responses to the Petition.

51. ~~57.~~ Leave is hereby granted to hear any application in these proceedings, including an application for the approval of interim (DIP) financing and a charge against certain of the Property to secure such financing 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.

52. ~~58.~~ Any interested party (including the ~~Petitioner~~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.

53. ~~59.~~ Endorsement of this Order by counsel appearing on this application is hereby dispensed with.~~[28]~~

54. ~~60.~~ This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date. ~~[29]~~

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:

~~[28] Counsel should be aware that the final form of the Order may be modified before entry at the discretion of the Chambers Judge.~~

~~[29] For a provision of this or any subsequent order in these proceedings to make any provincial law inapplicable or inoperative, notice must be given under s. 8 of the *Constitutional Question Act* R.S.B.C. 1996, c. 68. If notice is not given, the provision could later be challenged and set aside.~~

Signature of
☐ Party ☑ Lawyer for the Petitioners

~~<Print Name>~~Colin D. Brousson

Signature of
☐ Party ☐ Lawyer for ~~<name of party(ies)>~~

<Print Name>

BY THE COURT

REGISTRAR

Schedule "A"

(List of Counsel)

No.
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 [redacted] THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57 and THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9

- AND -

IN THE MATTER OF BUL RIVER MINERAL CORPORATION, BIG BEAR METAL MINING CORPORATION, EARTH'S VITAL EXTRACTORS LIMITED, FORT STEELE MINERAL CORPORATION, FORT STEELE METALS CORPORATION, FUSED HEAT LTD., GALLOWAI METAL MINING CORPORATION, GIANT STEEPLES MINERAL CORPORATION, GRAND MINERAL CORPORATION, INTERNATIONAL FELDSPAR LTD., JAO MINE DEVELOPERS LTD., KUTTENI DIAMONDS LTD., STANFIELD MINING GROUP OF CANADA LTD., SULLIBIN MINERAL CORPORATION, SULLIBIN MULTI METAL CORPORATION, SUPER FELDSPARS CORPORATION, WHITE CAT METAL MINING CORPORATION, ZEUS METAL MINING CORPORATION, ZEUS METALS CORPORATION and ZEUS MINERAL CORPORATION

~~PETITIONER~~PETITIONERS

CCAA INITIAL ORDER ~~(~~ [redacted] ~~, 2010)~~

[redacted]

Counsel: [redacted]
Matter No: [redacted]