



No. PRR-S-B-11725
Estate No. 11-2716201
Province of British Columbia
Bankruptcy Division
Prince Rupert Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF
BEAR CREEK CONTRACTING LTD.

ORDER MADE AFTER APPLICATION

BEFORE)
) THE HONOURABLE)
) MR. JUSTICE PUNNETT) MARCH 15, 2021
)
)
)

ON THE APPLICATION OF Bear Creek Contracting Ltd. (the “**Applicant**”), coming on for hearing by telephone at Prince Rupert, British Columbia on this day, and on hearing Kibben Jackson and Glen Nesbitt, counsel for the Applicant, and those counsel listed in Schedule “A” attached hereto; AND UPON READING the material filed, including Affidavit #1 of Ian Munson, sworn March 9, 2021 (“**Munson #1**”) and the First Report of the Proposal Trustee dated March 9, 2021 (the “**First Report**”);

THIS COURT ORDERS that:

Administration Charge

1. Crowe MacKay & Company Ltd. (the “**Proposal Trustee**”), in its capacity as proposal trustee of the Applicant, counsel to the Proposal Trustee, and counsel to the Applicant shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the assets, property and undertakings of the Applicant (the “**Property**”), which charge shall not exceed the aggregate amount of \$200,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the

Proposal Trustee, its counsel, and counsel for the Applicant, both before and after the making of this order, that are related to these proceedings, the Applicant's proposal and the fulfillment of the Proposal Trustee's duties in these proceedings and under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"). The Administration Charge shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and other claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any person, other than any secured claims which may arise pursuant to subsection 14.06(7) of the BIA.

2. The filing, registration or perfection of the Administration Charge shall not be required, and the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title and interest filed, registered, recorded or perfected subsequent to Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.
3. Except as otherwise expressly provided for herein, or as may be approved by this court, the Applicant shall not grant any Encumbrances over any of the Property that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicant also obtains the prior written consent of the Proposal Trustee and the other beneficiaries of the Administration Charge.
4. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the beneficiaries thereof shall not otherwise be limited or impaired in any way by:
 - (a) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order(s) made pursuant to such applications;
 - (b) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
 - (c) the filing by the Applicant for relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
 - (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 and the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) to which the Applicant is a party, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Administration Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, shall create or be deemed to constitute a new breach by the Applicant of any Agreement to which it is a party; and the beneficiaries of the Administration Charge shall not have any liability to any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
 - (ii) the payments made by the Applicant pursuant to this order and the granting of the Administration Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.
- 5. Any interested Person may apply to this Court on notice to any other party likely to be affected, for an order to allocate the Administration Charge amongst the various assets comprising the Property.

Sale of Redundant Equipment

- 6. The Applicant is hereby permitted to permanently or temporarily cease, downsize or shut down all or any part of its business or operations and continue marketing efforts in respect of any of its redundant or non-material assets, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$1,000,000 in the aggregate, provided that for each sale of an asset for an amount exceeding \$10,000, the Applicant shall first obtain the written approval of the Proposal Trustee, Accord Small

Business Finance Corp. (“**Accord**”) and any creditor having a valid and perfected security interest in such asset.

7. Any asset sold in accordance with the immediately preceding paragraph shall vest in the purchaser of such asset free and clear of all Encumbrances, and the net proceeds of sale from the disposal of such asset shall be paid:
 - (a) to any creditors having a security interest in such asset in order of their relative priority, subject to the Applicant first obtaining the written consent to any such proposed payment from each creditor having a security interest in such asset, including John Deere Financial Inc. in the event it has a security interest in such asset, and from the Proposal Trustee; or
 - (b) pending receipt of such written consent or a further order of this court, to the Proposal Trustee.
8. The net proceeds of sale of any asset sold in accordance with this order shall stand in the place and stead of such asset, and all claims of any creditors shall attach to the net proceeds with the same priority as they had with respect to such asset immediately prior to the sale, as if such asset had not been sold and remained in the possession or control of the Applicant.

Payments to Northbridge

9. The Applicant is hereby permitted to pay to Northbridge General Insurance Corporation Société D’Assurance Générale Northbridge (“**Northbridge**”), or to Gitga’at Matrix Workforce Services Ltd. (“**Matrix**”) on behalf of Northbridge, the sum of \$463,073.49 in accordance with the terms of the agreements dated February 18, 2021, between the Applicant and Northbridge and Matrix and Northbridge, copies of which are attached as Exhibits “N” and “O” to Munson #1.

Extension of time to file a Proposal

10. The time for filing the Applicant’s proposal under Part III of the BIA be and is hereby extended to 11:59 on May 12, 2021.

Miscellaneous

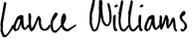
11. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this order and to assist the Applicant and the Proposal Trustee, and their respective agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Trustee, as an officer of this court, as may be necessary or desirable to give effect to this order, to assist the Applicant and the Trustee and their respective agents in carrying out the terms of this order.
12. Any interested party (including the Applicant and the Proposal Trustee) may apply to this Court to vary or amend this order on not less than seven days' notice 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.
13. This order and all of its provisions are effective as of 12:01 a.m. Pacific Time on the date of this order.

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.

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Signature of Kibben Jackson
Lawyer for the Applicant

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Signature of Lance Williams
Lawyer for Crowe MacKay & Company Ltd.

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Signature of David Garner
Lawyer for Accord Small Business Finance
Corp.

DocuSigned by:

William Roberts

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Signature of Will Roberts
Lawyer for Pretium Exploration Inc. and
Pretium Resources Inc.

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Daniel Le Dressay

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Signature of Daniel Le Dressay
Lawyer for More Core Diamond Drilling
Services Ltd.

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Signature of Douglas Conolly
Lawyer for Blue Max Drilling Inc.

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J. Hall

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Signature of Jaime Hall
Lawyer for Reed Pope Law Corporation

DocuSigned by:

Jeffrey Bradshaw

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Signature of Jeffrey Bradshaw
Lawyer for John Deere Financial Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel Appearing

Name of Party	Counsel Name
Crowe MacKay & Company Ltd.	Lance Williams
Accord Small Business Finance Corp.	David Garner
Pretium Exploration Inc. and Pretium Resources Inc.	William Roberts and Thomas Boyd
More Core Diamond Drilling Services Ltd.	Daniel Le Dressay
Blue Max Drilling Inc.	Douglas Conolly and Ashley Dhaliwal
Reed Pope Law Corporation	Jaime Hall
John Deere Financial Inc.	Jeffrey Bradshaw

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(ADMINISTRATION CHARGE ET. AL.)**

FASKEN MARTINEAU DuMOULIN LLP

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Counsel: Kibben Jackson
Matter No: 322707.00001