



No. S238572
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 A PLAN OF COMPROMISE AND ARRANGEMENT OF
MYRA FALLS MINE LTD.

ORDER MADE AFTER APPLICATION

(Omnibus Approval Order)

BEFORE THE HONOURABLE)
JUSTICE FITZPATRICK) 02/08/2024
)

THE APPLICATION of the Petitioner, coming on for hearing before me at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on the 2nd day of August, 2024; AND ON HEARING Jonathan B. Ross, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the materials filed, including the Affidavit #6 of Hein Frey affirmed July 25, 2024 (the "**Frey Affidavit #6**"), and the Fourth Report of FTI Consulting Canada Inc. (in its capacity as court-appointed monitor of the Petitioner, the "**Monitor**") dated July 30, 2024; 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*, BC Reg 168/2009 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE AND DEFINITIONS

1. The time for service of the Notice of Application dated July 26, 2024 and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning given to them in the amended and restated initial order granted in these proceedings by the Honourable Justice Fitzpatrick dated December 28, 2023 (the "ARIO").

APPROVAL OF TENDER PROCESS

3. The tender process substantially in the form set out in the attached **Schedule "B"** to this Order (the "**Tender Process**") is hereby approved and the Petitioner, the Monitor and their respective advisors are hereby authorized and directed to carry out the Tender Process in accordance with its terms and the terms of this Order, and to take such steps and execute such documentation as they consider to be necessary or desirable in carrying out each of their obligations thereunder.

OMNIBUS APPROVAL OF TRANSACTIONS

4. Notwithstanding paragraph 11(a) of the ARIO, the Petitioner shall have the right, with the consent of the Monitor and the Interim Lender, to dispose of Tendered Assets (as defined in the Frey Affidavit #6) pursuant to, and in accordance with, the Tender Process, not exceeding \$1,000,000 in any one transaction or \$4,000,000 in the aggregate, without the need to obtain further approval from this Court.
5. Upon the entering into of one or more definitive transaction documents (collectively, the "**Transaction Documents**") with respect to a Transaction, the Petitioner, in consultation with the Monitor, shall forthwith provide notice of the Transaction to the Service List and to parties holding registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system with respect to the Assets to be sold (if any), substantially in the form attached hereto as **Schedule "C"** (a "**Transaction Notice**"), which Transaction Notice shall include a copy of the Transaction Documents (which Transaction Documents may contain redaction of the purchase price and other financial information if the Petitioner determines, in consultation with the Monitor, that it would be in the best interests of the Petitioner and its estate to do so).
6. Any Person who wishes to object to a Transaction for which it has received or for which it was entitled to receive a Transaction Notice must notify the Petitioner and the Monitor in writing (by service upon counsel to the Petitioner, the Monitor and counsel to the

Monitor at the addresses shown on the Service List) of such objection (a "**Notice of Objection**"), such that the Notice of Objection is received within seven (7) days of the applicable Transaction Notice being provided to the Service List and parties holding registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (if any).

7. If no Notice of Objection is provided within the timeline set out in paragraph 6 above, the Monitor shall, with respect to each Transaction and subject to the terms of the Transaction Documents, deliver a Monitor's certificate to the purchaser in the applicable Transaction (the "**Purchaser**") and the Petitioner, substantially in the form attached as **Schedule "D"** hereto (the "**Monitor's Certificate**").
8. Upon delivery of the Monitor's Certificate to the Purchaser and the Petitioner, the entering into of any such Transaction by the Petitioner is hereby approved and ratified and the execution of the Transaction Documents by the Petitioner is hereby authorized, approved and ratified with such minor amendments as the Petitioner, with the consent of the Monitor, and the Purchaser may agree to in writing.
9. The Monitor shall file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser and the Petitioner and post the Monitor's Certificate to the Monitor's Website.
10. The Petitioner is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of a Transaction and for the conveyance of the purchased Assets set forth in the Transaction Documents and identified in the applicable Transaction Notice (collectively, the "**Purchased Assets**") to the Purchaser, and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the Transaction Documents and this Order, and shall not incur any liability as a result thereof.
11. Upon the delivery of the Monitor's Certificate with respect to a Transaction to the Purchaser and the Petitioner, all of the Petitioner's right, title and interest in and to the Purchased Assets for such Transaction shall be sold, assigned, transferred and vest absolutely in the Purchaser, free and clear of, and from, any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts

or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of those Purchased Assets (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ARIO, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (all of which are collectively referred to as, the "**Encumbrances**").

12. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order in respect of the Petitioner now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and any bankruptcy order issued pursuant to any such application; and
- (c) any assignment in bankruptcy made by, or in respect of, the Petitioner;

the vesting of Purchased Assets in any Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioner and shall not be void or voidable by creditors of the Petitioner, nor shall it constitute nor be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

TRANSACTIONS WHERE COURT APPROVAL IS REQUIRED

13. If a Notice of Objection is provided within the timeline set out in paragraph 6 above, or if the amount(s) of the contemplated Transaction(s) exceed those set out in paragraph 4 above, the Petitioner shall bring a Court application to obtain approval of the applicable Transaction, on notice to the Service List, parties holding registrations pursuant to the *Personal Property Security Act* of British Columbia or any other

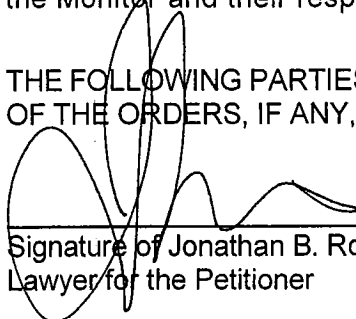
personal property registry system (if any), and the party who delivered the Notice of Objection (if applicable).

ADDITIONAL PROVISIONS

- 14. The Petitioner shall not be required to hold the proceeds from any Transaction in trust for the benefit of any Person but rather shall be entitled to use such proceeds in the ordinary course of its operations, subject to the ARIO and the other Orders made in these proceedings.
- 15. The Petitioner and the Monitor may, from time to time, apply for such further or other directions as may be necessary or desirable to give effect to this Order, including, without limitation, the discharge of their respective powers and duties under this Order, or any matter in connection therewith.
- 16. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioner is hereby dispensed with.

THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian or 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 having jurisdiction in Canada or 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 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 and the Monitor and their respective agents in carrying out the terms 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:


Signature of Jonathan B. Ross
Lawyer for the Petitioner


BY THE COURT
REGISTRAR



Schedule "A"

LIST OF COUNSEL

COUNSEL NAME	PARTY REPRESENTED
Peter Rubin	Monitor, FTI Consulting Canada Inc.
Andrew Froh	Amalgamated Mining & Tunneling Inc.
Aminollah Subzevari	Canada Revenue Agency
Heather Kennedy	Unifor Local 3019
Bandon Lewis Tremblay	WSP Canada Inc. and WPS E & I Canada Limited
Benjamin J. Lorimer	Sonepar Canada Inc., Frontline Machinery Ltd, and Heidelberg Materials Canada Limited.

Lauren Nykolaychuk

Andrea K. Glen

Ashley Bowron

Langley Freight Lines ('90) Ltd.

Ministry of Attorney General

Wei wai kum First Nation & we wai kai First Nation

Schedule "B"

TENDER PROCESS LETTER - attached

TENDER PROCESS LETTER

Myra Falls Mine Ltd.

Introduction

Myra Falls Mine Ltd. ("**MFM**" or the "**Company**") is a private company that owns and operates the Myra Falls Mine (the "**Mine**") in Strathcona Provincial Park, approximately 90 kilometers southwest of Campbell River, British Columbia.

On December 18, 2023, MFM commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") before the Supreme Court of British Columbia in the City of Vancouver (the "**Court**") pursuant to an order granted by the Court on the same day (as amended and restated by an order of the Court made December 28, 2023, and as may be further amended or amended and restated from time to time, the "**Initial Order**").

Pursuant to the Initial Order, FTI Consulting Canada Inc., a licensed insolvency trustee, was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**").

Pursuant to an order made on August 2, 2024 (the "**Tender Process Order**"), MFM was authorized to undertake a tender process (the "**Tender Process**") for the sale of various mining equipment and parts (the "**Assets**") located at the Mine. All offers must be received by the Company, with a copy to the Monitor, no later than by 4 PM Pacific Time on the day that is not later than 45 days following the date that the Invitation for Offers is sent to the Prospective Purchaser, or on such specific date as might be set by the Company with the Monitor's consent.

The Assets available for sale are listed in the virtual data room ("**VDR**"). The rules of, and timeline for, the Tender Process are described below.

Notice of Tender Process

1. As soon as reasonably practicable after MFM's inventory classification is completed:
 - (a) MFM, in consultation and with the assistance of the Monitor, will prepare a list of prospective purchasers (the "**List of Prospective Purchasers**"), including (i) parties that have approached MFM or the Monitor indicating an interest in any of the Assets, (ii) parties suggested by MFM's creditors or their advisors, and (iii) strategic parties and auctioneers of commercial equipment, whom MFM or the Monitor believe may be interested in any of the Assets;
 - (b) MFM shall provide information and documentation to the Monitor to allow the Monitor to create a VDR with respect to the Assets available for sale to prospective purchasers (the "**Prospective Purchasers**");
 - (c) MFM, in consultation and with the assistance of the Monitor, will prepare a Tender Process summary (the "**Invitation for Offers**") outlining the process and inviting prospective purchasers (the "**Prospective Purchasers**") to provide an offer pursuant to the Tender Process;

- (d) MFM, with the assistance of the Monitor, will arrange for the Invitation for Offers to be distributed to the parties on the List of Prospective Purchasers;
- (e) MFM, in consultation and with the assistance of the Monitor, may, but is not required to, cause a notice regarding this Tender Process (the "**Tender Process Notice**"), to be published in one or more trade, industry or other publications as may be considered appropriate; and
- (f) copies of the Invitation for Offers, Tender Process Order, Form of Offer (as defined below), Additional Terms and Conditions of Sale (as defined below), and any other relevant information that the Monitor, in consultation with MFM, considers appropriate, will be published by the Monitor on the Monitor's website at: <http://cfcanada.fticonsulting.com/myrafalls/>.

Offer Submission

2. Offers by Prospective Purchasers in respect of Assets (the "**Offers**") must be submitted by Prospective Purchasers in the form of offer attached as **Schedule "1"** (the "**Form of Offer**") to the additional terms of conditions of sale attached as **Schedule "A"** hereto (the "**Additional Terms and Conditions of Sale**") with any amendments noted by way of blackline to the Form of Offer.
3. All Offers must be received by the Company, with a copy to the Monitor, no later than by **4 PM Pacific Time on the day that is not later than 45 days following the date that the Invitation for Offers is sent to the Prospective Purchaser, or on such specific date as might be set by the Company with the Monitor's consent** (the "**Bid Deadline**").
4. All submitted Offers are subject to the Additional Terms and Conditions of Sale attached as **Schedule "A"** hereto.
5. Offers must be accompanied by a non-refundable good faith cash deposit (the "**Deposit**") equal to 10% of the purchase price contained in the Offer, which Deposit shall be paid to the Monitor and held in trust in a non-interest-bearing trust account. The treatment of the Deposits is outlined in the Additional Terms and Conditions of Sale.
6. If one or more acceptable Offers are received, the Company, in consultation and with the assistance of the Monitor, will negotiate a purchase and sale agreement with one or more Prospective Purchasers, and if required pursuant to the Tender Process Order, the Company will bring an application to the Court for an order approving the transaction(s) contemplated by such purchase and sale agreement(s) and vesting the applicable Assets in the applicable purchaser(s), free and clear of all claims (an "**AVO**").

Inspection of Assets

7. In addition to receiving access to the VDR, Prospective Purchasers shall be permitted to inspect the Assets prior to submitting Offers. To schedule an inspection, Prospective Purchasers shall contact the Monitor at:

Tessa Chiricosta, Consultant
Email: tessa.chiricosta@fticonsulting.com
Phone: 1.416.649.8109

-or-

Mike Clark
Managing Director
Email: Mike.clark@fticonsulting.com
Phone: 1.604.484.9537

8. MFM, the Monitor, and their respective employees, officers, directors, agents, legal counsel other representatives and their respective advisors make no representation, warranty, condition or guarantee of any kind, nature or description as to the conditions of the Assets or the information made available in connection with the Tender Process. Prospective Purchaser must rely solely on their own independent review, investigation and/or inspection of the Assets and information in connection with their participation in the Tender Process.

Communication Protocol

9. Each Prospective Purchaser is prohibited from communicating with any other Prospective Purchaser and their respective affiliates, legal and financial advisors regarding their Offer during the term of the Tender Process, without the written consent of MFM after consultation with the Monitor.
10. To the extent that any interested Prospective Purchaser wishes to engage, discuss, or communicate with any party with an existing contractual relationship with MFM in relation to this Tender Process or the Assets, such parties may only do so after advising MFM and the Monitor and obtaining MFM and the Monitor's consent. In considering such requests, MFM and the Monitor shall impose such restrictions or conditions as they deem appropriate.

Terms and Conditions of Sale

11. Offers must be submitted according to the Form of Offer, must be accompanied by a Deposit and must be received by the Company, with a copy to the Monitor, no later than the Bid Deadline. Offers are subject to the Additional Terms and Conditions of Sale attached as **Schedule "A"** hereto, and by submitting an Offer, each Prospective Purchaser acknowledges and agrees that its Offer is subject to the terms of this Tender Process Letter and the attached Additional Terms and Conditions of Sale. Prospective Purchasers shall be permitted to make amendments to the Form of Offer provided any amendments are noted by way of blackline to the Form of Offer, however, the nature of such amendments may result in a rejection of such Offer.
12. The Assets are offered to Prospective Purchasers on an "as-is, where-is" basis without surviving representations or warranties of any kind, nature, or description by MFM or the Monitor, or their respective advisors or agents, except to the extent otherwise provided under any definitive sale agreement with the Prospective Purchaser executed by MFM. None of MFM or the Monitor, or their advisors or agents, make any representation or warranty as to the information contained in the Invitation for Offers, the Tender Process Notice, the Tender

Process or the VDR, except to the extent otherwise provided under any definitive sale agreement with the Prospective Purchaser executed by MFM.

13. Each Prospective Purchaser is deemed to acknowledge and represent that:

- a. it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its Offer;
- b. it has relied solely on its own independent review, investigation, and/or inspection of the Assets or any document related to the Assets in making its Offer; and
- c. it did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith, except to the extent otherwise provided under any definitive sale agreement executed by MFM.

14. Offers are considered irrevocable and binding upon submission until formally accepted or rejected by the Company.

15. Offers for parcels of Assets must be separate unless indicated as an *en bloc* offer, and Prospective Purchasers may bid on individual or multiple parcels of Assets, specifying the price for each.

16. Failure to comply with the terms and condition in the Tender Process Letter, including the stated Bid Deadline and the Additional Terms and Conditions of Sale, may result in rejection.

17. Prospective Purchasers shall not be entitled to any breakup fee, termination fee, expense reimbursement, or similar type of payment or reimbursement.

18. Neither MFM, Trafigura US Inc. (the "Interim Lender") nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transaction contemplated under the Tender Process arising out of any agreement or arrangement entered into by the parties that submitted a successful Offer.

Assessment of Offers

19. Following the Bid Deadline, MFM in consultation with the Monitor, will assess the Offers received by the Bid Deadline and determine whether such Offers constitute an Offer which complies with the terms and condition of this Tender Process Letter ("**Qualified Offer**").

20. MFM, in consultation with, and with the consent of, the Monitor, may waive strict compliance with any one or more of the requirements specified in the Tender Process Letter, including the Additional Terms and Conditions of Sale and deem such non-compliant Offer to be a Qualified Offer.

21. Offers may not be modified, amended, or withdrawn after the Bid Deadline without the written consent of MFM and the consent of the Monitor, except for proposed amendments to increase the purchase price or otherwise improve the terms of the Offer.

22. MFM, in consultation with, and with the consent of, the Monitor, may reject any Offer if it is determined that such Offer does not constitute a Qualified Offer, is otherwise inadequate or insufficient, or is otherwise contrary to the best interest of the Interim Lender or MFM and its creditors and other stakeholders. Notwithstanding anything else herein, any such rejected Offer will be deemed not to be a Qualified Offer.

Evaluation of Qualified Offers

23. Following the Bid Deadline, MFM, in consultation with the Monitor and the Interim Lender, will review the Qualified Offers. In performing such review and assessment, the following non-exhaustive list of factors may be considered:
- a. the purchase price and net value (including assumed liabilities and other obligations to be performed by the Prospective Purchaser);
 - b. the claims likely to be created by such Offer in relation to other Offers;
 - c. the counterparties to the transaction;
 - d. the terms of transaction documents;
 - e. the closing conditions
 - f. factors affecting the value of the transaction;
 - g. the parcels of Assets included or excluded from the Offer;
 - h. any restructuring costs that would arise from the Offer;
 - i. the likelihood and timing of consummating the transaction;
 - j. whether the Interim Lender supports the Offer; and
 - k. any other factors that MFM or the Monitor may deem relevant in their sole discretion.
24. The Company is not bound to accept the highest or any specific Offer.
25. Following evaluation of the Qualified Offers, MFM may, with the consent of the Interim Lender and the Monitor, undertake one or more of the following steps:
- (g) accept one or more of the Qualified Offers (each a "**Successful Offer**", and each offeror making such a Successful Offer, a "**Successful Offeror**") and take such steps as may be necessary to finalize definitive transaction documents for Successful Offers with Successful Offerors;
 - (h) continue negotiations with Prospective Purchasers who have submitted Qualified Offers with a view to finalizing acceptable terms with one or more Prospective Purchasers that submitted Qualified Offers; or
 - (i) terminate the Tender Process without consummating a transaction.

Court Approval

26. Unless not required pursuant to the terms of the Tender Process Order, the acceptance of Offers and the completion of any transactions, are all subject to Court approval under the CCAA.

General

27. The terms of this Tender Process, including the requirements, criteria and timelines set out herein may be amended, extended or waived by MFM, with the consent of the Monitor, providing such amendments, extensions or waivers are, in the judgment of the Monitor, necessary or useful in order to give effect to the substance and purpose of the Tender Process and the Tender Process Order.
28. The Monitor shall supervise the Tender Process as outlined herein. In the event that there is a disagreement, or clarification is required, as to the interpretation or application of this Tender Process, the responsibilities of the Monitor or MFM hereunder, the Court will have jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor or MFM or any other interested party with a hearing which shall be scheduled on not less than three (3) business days' notice.

Schedule "A" to Tender Process Letter

Additional Terms and Conditions of Sale

1. Terms capitalized but not otherwise defined in these Additional Terms and Conditions of Sale shall have the meaning set out in the Tender Process Letter to which these Additional Terms and Conditions of Sale are attached.
2. Offers must be submitted by Prospective Purchasers according to the Form of Offer attached as **Schedule "1"** hereto (or, if in a revised form, with a blackline to the Form of Offer), and must be received by the Company, with a copy to the Monitor, no later than by **4 PM Pacific Time on day that is not later than 45 days following the date that the Invitation for Offers is sent to the Prospective Purchaser, or on such specific date as might be set by the Company with the Monitor's consent** (the "Bid Deadline").
3. By submitting an Offer, each Prospective Purchaser acknowledges that it has inspected the parcels of Assets to which the Offer pertains and that the Assets are sold on an "as-is, where-is" basis and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof or compliance of any parcel of assets with or in respect of anything whatsoever. Without limitation, all Assets are specifically offered as they exist on the date of closing of the applicable transaction (the "**Closing Date**") with no adjustments to be allowed to any Prospective Purchaser for changes in conditions, qualities or quantities of such Assets from the Closing Date. The Prospective Purchaser shall be deemed to have relied entirely on its own inspection and investigation of any Assets to satisfy the Prospective Purchaser as to the effects of any laws, regulations or requirements upon any assets or the transfer by MFM to the Prospective Purchaser of any Assets. It shall be the Prospective Purchaser's sole responsibility to obtain, at its own expense, any consent to such transfer and any further documents of assurances which are necessary or desirable in the circumstances.
4. MFM shall not be required to produce any tax certificate, clearance certificate, abstract of title or documents or copies thereof or any evidence as to title, other than those in its actual possession.
5. MFM shall remain in possession of the applicable Assets until the Closing Date and receipt of the full purchase price in respect thereof (which shall be paid in trust to the Monitor).
6. All Offers must include a fully completed Form of Offer (attached as **Schedule "1"** hereto). Supplemental information must be in written form, signed by a duly authorized officer of the entity making the Offer.
7. All Offers must be accompanied by a bank draft or certified cheque payable to "FTI Consulting Canada Inc. – in Trust" in an amount equal to 10% of the purchase price contained in the Offer. If the Offer is accepted, this draft or cheque shall be deemed a non-refundable cash deposit and shall be forfeited to MFM on account of liquidated damages if the contemplated sale is not completed by the Prospective Purchaser by reason of the Prospective Purchaser's default.

8. If one or more acceptable Offers are received, the Company, in consultation and with the assistance of the Monitor, will negotiate a purchase and sale agreement with one or more Prospective Purchasers, and if required pursuant to the Tender Process Order, will bring an application to the Court for an approval and vesting order.
9. In consideration of MFM making available to Prospective Purchasers these Terms and Conditions of Sale, any other information, and the opportunity of inspection, and/or in consideration of receiving and considering any Offer to be submitted hereunder, each Prospective Purchaser agrees that its Offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.
10. MFM may, in consultation with the Interim Lender and the Monitor, call upon Prospective Purchasers to re-submit any Offer made to MFM for its reconsideration. Each Prospective Purchaser agrees that the re-submission contemplated under this section is a fair and reasonable manner of proceeding.
11. Offers may be made for all or any parcel of Assets. Offers submitted for more than one parcel of Assets must specifically allocate a separate price for each parcel and will be considered as a separate Offer for each parcel unless otherwise indicated as an *en bloc* offer.
12. Offers to liquidate the Assets must contain a net minimum guaranteed return to MFM and will be subject to the liquidator and MFM entering into an auction services agreement on terms satisfactory to MFM, the Interim Lender and the Monitor.
13. Where a Prospective Purchaser withdraws its Offer after the Bid Deadline and before the date on which the party receives notification of the decision made regarding the Offers, the Deposit shall be forfeited on account of liquidated damages by the party to MFM.
14. Cheques or drafts accompanying Offers that are not accepted by MFM shall be returned by the Monitor to the party by pre-paid registered mail, addressed to the party at the address set forth in its Offer.
15. The balance of the purchase price shall be paid on the Closing Date.
16. The Prospective Purchaser shall pay to MFM on closing, in addition to the balance of the purchase price, all applicable federal and provincial taxes, unless the applicable exemption certificates are presented to MFM on or before the Closing Date.
17. The Prospective Purchaser shall be solely responsible for costs of removing the purchased Assets.
18. The Prospective Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the purchased Assets and the use thereof by the Prospective Purchaser.

19. The submission of an Offer to the Company shall constitute an acknowledgement and an acceptance by the Prospective Purchaser of these Additional Terms and Conditions of Sale.
20. The validity and interpretation of these Additional Terms and Conditions of Sale shall be governed by the laws of the Province of British Columbia and the Supreme Court of British Columbia shall have exclusive jurisdiction with respect to any dispute arising out of these Additional Terms and Conditions of Sale or any transaction documents entered into pursuant hereto.
21. All stipulations as to time are strictly of the essence.

Schedule "1" to Additional Terms and Conditions of Sale

Form of Offer

To: Myra Falls Mine Ltd. – Attention: Jeff May (email: jeff.may@myrafallsmine.com)

1. _____
(Name of Purchaser issuing offer)

2. _____
(Address of Purchaser)

3. _____
(Phone Number)

4. _____
(Contact Person)

5. The total amount hereby offered is: \$ _____

6. The amount offered for each parcel of Assets is as follows:

7. Additional details of the Offer, if any:

8. This offer must be considered as an *en bloc* offer (yes/no) _____

9. This offer is irrevocable. We acknowledge and confirm that this Offer is governed by the tender process and omnibus approval and vesting order issued by the Supreme Court of British Columbia in the City of Vancouver on August 2, 2024 (the "**Tender Process Order**"), and the Tender Process and Additional Terms and Conditions of Sale attached to the Tender Process Order.

10. Enclosed is a [**bank draft/certified cheque**] payable to FTI Consulting Canada Inc.- in Trust as a deposit in the amount of \$ _____, representing 10% of the total amount of the Offer submitted herein.

Dated at _____, this _____ day of _____, 2024.

(Full legal name of Purchaser)

(Signature of Authorized Representative)

(Name of Authorized Representative of Purchaser)

Schedule "C"

FORM OF TRANSACTION NOTICE

Court File No. S238572
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 A PLAN OF COMPROMISE AND ARRANGEMENT OF
MYRA FALLS MINE LTD.

NOTICE IS HEREBY GIVEN pursuant to paragraph 5 of the Order of the Supreme Court of British Columbia dated August 2, 2024 (the "**Omnibus Approval and Vesting Order**") by the Petitioner, that the Petitioner, as seller, has executed definitive documents (collectively, the "**Transaction Documents**") with the Purchaser listed below in respect of the sale of the Purchased Assets listed below (the "**Transaction**"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Omnibus Approval and Vesting Order.

PURCHASER: [insert name of Purchaser]

PURCHASED ASSETS: [insert description of Purchased Assets]

The Transaction Documents (with such redactions as the Petitioner, in consultation with the Monitor, has determined would be in the best interests of the Petitioner and its estate) with respect to this Transaction are attached as **Schedule "A"** to this Transaction Notice.

Upon the closing of this Transaction, and in accordance with the Transaction Documents and the Omnibus Approval and Vesting Order, all of the Petitioner's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of Claims and Encumbrances, and such Claims and Encumbrances shall be expunged and discharged as against the Purchased Assets.

Should any person wish to object to this Transaction, such person shall notify the Petitioner and the Monitor (by service upon counsel to the Petitioner, the Monitor and counsel to the Monitor at the addresses shown on the Service List) of such objection, in writing (such notice being a "**Notice of Objection**"), such that the Notice of Objection is received within seven (7) days of the applicable Transaction Notice being provided to the Service List. Any Notice of Objection must specify the reasons for such objection.

If no Notice of Objection is received by the Petitioner and the Monitor in accordance with the procedure and timeline set out above, the closing of this Transaction will become effective upon delivery by the Monitor of a Monitor's Certificate to the Purchaser and the Petitioner. The Monitor's Certificate filed in respect of the Transaction shall be made available on the Monitor's website at: <http://cfcanada.fticonsulting.com/myrafalls/>.

Schedule "A" to the Transaction Notice

TRANSACTION DOCUMENTS

[to be attached]

Schedule "D"

MONITOR'S CERTIFICATE

No. S238572
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 A PLAN OF COMPROMISE AND ARRANGEMENT OF
MYRA FALLS MINE LTD.

MONITOR'S CERTIFICATE

RECITALS:

- A. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "**Court**") dated August 2, 2024 (the "**Omnibus Approval and Vesting Order**") approving the entering into of certain Transactions by the Petitioner.
- B. Pursuant to the rights granted to the Petitioner under paragraph **[4]** of the Omnibus Approval and Vesting Order, the Petitioner, as seller, has entered into definitive transaction documents with **[insert name of applicable purchaser]**, as purchaser (the "**Purchaser**"), dated **[insert date]**, 2024 (collectively, the "**Transaction Documents**"), whereby the Purchaser has agreed to purchase, and the Petitioner has agreed to sell, the Purchased Assets (as defined in the Transaction Documents) (the "**Transaction**").

C. Pursuant to the Omnibus Approval and Vesting Order, the Court approved the entering into by the Purchaser of the Transaction and the vesting in the Purchaser of the Petitioner's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and the Petitioner of a certificate confirming (i) that the Monitor has received confirmation from the Purchaser and the Petitioner that all conditions to closing of the Transaction have been satisfied or waived by the Purchaser and the Petitioner, as applicable; (ii) the Purchase Price and all applicable sales and transfer Taxes (each as defined in the Transaction Documents) payable by the Purchaser to the Petitioner have been received by the Monitor, and (iii) no Notice of Objection in respect of the Transaction has been received by the Monitor.

THE MONITOR CERTIFIES the following:

1. The Monitor was advised by the Purchaser and the Petitioner that all conditions to closing of the Transaction have been satisfied or waived by the Purchaser and the Petitioner, as applicable;
2. The Purchase Price and all applicable sales and transfer Taxes payable by the Purchaser to the Petitioner have been received by the Monitor; and
3. No Notice of Objection in respect of the Transaction has been received by the Monitor.

This Monitor's Certificate was delivered by the Monitor at Vancouver on
[insert date], 2024.

FTI CONSULTING CANADA INC., in its capacity
as Court-appointed Monitor of Myra Falls Mine
Ltd. and not in its personal or corporate capacity

By: _____
Name:
Title: Authorized Signatory

No. S-238572
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 A PLAN OF COMPROMISE AND
ARRANGEMENT OF MYRA FALLS MINE LTD.

PETITIONER

**ORDER
(OMNIBUS APPROVAL ORDER)**

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
Bentall 5, Suite 2300,
550 Burrard Street

Vancouver, BC V6C 2B5

Attention: Jonathan B. Ross

Tel: 604.683.6498

Fax: 604.683.3558

File No. A172589

MD/SPK