

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 MADE AFTER APPLICATION
(Mediator Appointment)**

BEFORE THE HONOURABLE)
JUSTICE FITZPATRICK) January 29, 2025
)

ON THE APPLICATION OF the Petitioner, coming on for hearing before me at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on the 29th day of January 2025; AND ON HEARING Jonathan B. Ross, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served, AND UPON READING the materials filed, including the Affidavit #8 of Hein Frey, affirmed January 21, 2025 (the "**Frey Affidavit #8**"), and the Sixth Report of FTI Consulting Canada Inc. (in its capacity as court-appointed monitor of the Petitioner, the "**Monitor**") dated January 24, 2025; 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:

SERVICE AND DEFINITIONS

1. The time for service of the Notice of Application for this order and the supporting materials is hereby abridged such that the Notice of Application is properly returnable today and the need for any further service thereof is hereby dispensed with.

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") or the Frey Affidavit #8.

APPOINTMENT OF MEDIATOR

3. William Kaplan, K.C. (the "**Mediator**") is hereby appointed as an officer of the Court and shall act as a neutral third party to assist representatives of UNIFOR Local 3019 (the "**Union**") and the Petitioner (the Union and the Petitioner, collectively, the "**Mediation Parties**"), with the mediation (the "**Mediation**") of:

- (a) the negotiations between the Union and the Petitioner related to ~~the MOA~~ and the Collective Bargaining Agreement; and *a draft memorandum of agreement*
- (b) any other matters that are related to or connected with the matters set out in section 3 (a) above that are referred to the Mediator by the Petitioner, the Union, the Monitor, or this Court,
(the "**Mediation Objectives**")

4. In carrying out his mandate, the Mediator may, among other things:

- (a) adopt processes, procedures and timelines which, in his discretion, he considers appropriate to facilitate an effective and efficient negotiation of the Mediation Objectives;
- (b) consult with the Mediation Parties, any appointed representatives of the Mediation Parties, the Monitor, and any other persons the Mediator considers appropriate; and
- (c) apply to this Court for advice and directions as, in his discretion, the Mediator deems necessary.

5. The Mediator's fees, at his standard rate, and disbursements which shall be incurred by the Mediator after the date of this order in relation to carrying out his mandate, shall be borne by the Petitioner and paid upon rendering of accounts to the Petitioner.
6. The Monitor is hereby authorized and empowered to provide the Mediator with such assistance as the Mediator shall reasonably request.
7. The Mediator is hereby authorized to take all steps and to do all acts reasonably necessary or desirable to carry out the terms of this order, including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.
8. In addition to the rights and protections afforded as an officer of this Court, the Mediator shall incur no liability or obligation because of his appointment or the carrying out of the provisions of this Order.
9. Participation in the Mediation shall be mandatory for the Petitioner and the Union. Such participation shall include in-person attendance, in Vancouver, by a representative of each of the Mediation Parties and may include virtual appearances by members of the Union's bargaining committee on February 18 and 20, 2025 unless otherwise agreed between the Mediation Parties.
10. The Mediation and any recommendations arising from it shall not be used by the Petitioner, the Monitor, or any other creditor to seek an order from this Honourable Court to amend the Collective Bargaining Agreement.

COMMUNICATION AND CONFIDENTIALITY PROTOCOL

11. The communication and confidentiality protocol among the Court, the Mediator and the Mediation Parties attached hereto as **Schedule "B"** is hereby approved.

GENERAL

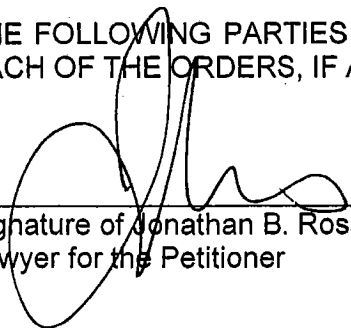
12. The Mediation Parties, the Monitor, or the Mediator may apply to this Court from time to time for directions from this Court with respect to this Order, or for such further order or orders as any of them may consider necessary or desirable to amend, supplement or clarify the terms of this Order.

13. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioner is hereby dispensed with.

14. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the date this Order is made.

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 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.

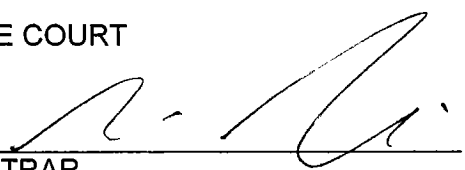
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Jonathan B. Ross
Lawyer for the Petitioner



BY THE COURT



REGISTRAR



Schedule "A"

LIST OF COUNSEL

COUNSEL NAME	PARTY REPRESENTED
Jonathan Ross, Manuel Dominguez Virginie Gauthier	Petitioner
Peter Rubin	Monitor
Dawid Cieloszczyk	Unifor Local 3019
Andrea Glen	Attorney General (BC)
Jordan Schultz	Thyssen Mining Construction of Canadian Ltd.
Yarden Gershony	Langley Freight Lines (190) Ltd.

SCHEDULE "B"

COMMUNICATION AND CONFIDENTIALITY PROTOCOL

1. The Court and the Mediator may communicate between one another directly to discuss, on an on-going basis and from time to time, the conduct of the Mediation and the way it will be coordinated with the within CCAA proceedings.
2. The Court will not disclose to the Mediator how the Court will decide any matter that may come before it for determination. The Mediator will not disclose to the Court the negotiating positions or confidential information of any of the Mediation Parties.
3. All statements, discussions, and documents produced by any of the Mediation Parties in the course of the Mediation shall, in addition to any privilege that attaches at law, be confidential; shall not be subject to disclosure through discovery or any other process by any of the Mediation Parties; and shall not be referred to in Court and shall not be admissible into evidence for any purpose whatsoever, including impeaching credibility or to establish the meaning or validity of any settlement or alleged settlement arising from the Mediation, save for any written settlements reached in the Mediation. Nothing in this paragraph shall limit the ability of the Petitioner to report on the Mediation to the Interim Lender provided that the Interim Lender shall keep all such information confidential in accordance with the terms of this order.
4. Any notes, records, statements made, discussions had and recollections of the Mediator in conducting the Mediation shall be confidential and without prejudice and shall be protected from disclosure for all purposes in accordance with this Communication and Confidentiality Protocol.

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(MEDIATOR APPOINTMENT)

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

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