



No. S-226670
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, C. 57, AS AMENDED AND THE *BUSINESS
CORPORATIONS ACT*, S.N.B. 1981, C. B-9.1, AS AMENDED
AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF TREVALI MINING
CORPORATION AND TREVALI MINING (NEW BRUNSWICK) LTD.

PETITIONERS

NOTICE OF APPLICATION

**Names of applicants: Trevali Mining Corporation and Trevali Mining (New Brunswick) Ltd.
(the "Applicants")**

To: THE SERVICE LIST

TAKE NOTICE that an application will be made by the applicants to the Honourable Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia on October 11, 2022 at 9:45 a.m. for the orders set out in Part 1 below.

Capitalized terms not otherwise defined in this Notice of Application shall have the meanings ascribed to them in the Amended and Restated Initial Order (the "**ARIO**") granted by this Court in these *Companies' Creditors Arrangement Act* (the "**CCAA**") proceedings on August 29, 2022, and Affidavit #1 of Brendan Creaney, affirmed on August 19, 2022, as applicable.

All references to monetary amounts in this Notice of Application are in United States dollars, the Applicants' functional currency, unless otherwise indicated.

Part 1: ORDERS SOUGHT

1. The Applicants seek an order in the form attached as **Schedule "A"** hereto (the "**Non-Applicant Stay Order**") that during the Stay Period any Person that has a claim as against the Applicants, or any members of the Trevali Group (as defined in the Non-Applicant Stay Order), is stayed from setting off those claims as against Rosh Pinah Zinc Corporation (Proprietary) Limited ("**RPZC**").

2. The Applicants further request such other orders as counsel for the Applicants may advise and this Court deems to be appropriate in the circumstances.

Part 2: FACTUAL BASIS

Overview of Trevali's Business Operations

3. Trevali Corp. together with its direct and indirect subsidiaries (collectively, "**Trevali**") is a global public-base metals mining company currently focused on the exploration, development, operation, and optimization of three mining properties:

Mining Property	Location	Trevali Ownership Interest
" Perkoa Mine "	Burkina Faso, West Africa	90%
" Rosh Pinah Mine "	Namibia, South Africa	90%
" Caribou Mine "	New Brunswick, Canada	100%

4. Trevali has historically derived its revenues from the Perkoa, Rosh Pinah, and Caribou Mines from separate, unsecured "offtake" agreements with various "**Glencore**" entities, as follows:

- (a) with respect to the Perkoa Mine, Glencore International AG ("**Glencore AG**") holds the right to purchase one hundred (100) percent of the zinc concentrate produced at the Perkoa Mine pursuant to an Amended and Restated Agreement to Contract No. 062-1012611-P dated November 16, 2020, and being effective retroactively as of January 1, 2020, as amended, between Nantou Mining Burkina Faso SA, as seller, and Glencore AG, as buyer;
- (b) with respect to the Caribou Mine, Glencore AG and Glencore Canada Corporation ("**Glencore Canada**") collectively hold the right to purchase one hundred (100) percent of the lead and zinc concentrate produced at the Caribou Mine pursuant to two "offtake" agreements including:
 - (i) Contract No. 180-13-27002-P dated October 15, 2012, between Trevali Corp., as seller, and Glencore AG (subsequently assigned to Glencore Canada), as buyer, as amended, pursuant to which Trevali Corp. agreed to sell one hundred (100) percent of the lead concentrates produced at the Caribou Mine to Glencore Canada; and
 - (ii) Contract No. 062-13-10051-P dated October 15, 2012, between Trevali Corp., as seller, and Glencore AG (subsequently assigned to Glencore Canada), as buyer, as amended, pursuant to which Trevali Corp. agreed to sell one hundred (100) of the zinc concentrates produced at the Caribou Mine to Glencore Canada;

- (c) with respect to the Rosh Pinah Mine, Glencore AG holds the right to purchase one hundred (100) percent of the lead and zinc concentrate produced at the Rosh Pinah Mine pursuant to two “offtake” agreements including:
- (i) an Amended and Restated Agreement to Contract No. 180-13-11417-P dated November 16, 2020, and being effective retroactively as of January 1, 2020, between RPZC, as seller, and Glencore AG, as buyer, as amended, pursuant to which RPZC agreed to sell one hundred (100) percent of the lead concentrates produced at the Rosh Pinah Mine to Glencore AG; and
 - (ii) an Amended and Restated Agreement to Contract No. 062-12-12076-P dated November 16, 2020, and being effective retroactively as of January 1, 2020, between RPZC, as seller, and Glencore AG, as buyer, as amended, pursuant to which RPZC agreed to sell one hundred (100) percent of the zinc concentrates produced at the Rosh Pinah Mine to Glencore AG.

(the agreements references in subparagraphs 4(c) being collectively referred to herein as the “**RP Offtake Agreements**”).

5. While Trevali’s business in New Brunswick, Burkina Faso, and Namibia is in part carried out through locally based subsidiaries of Trevali Corp., primarily for reasons having to do with local laws, and relies on a local operations team, Trevali generally operates its business on an integrated basis with Trevali Corp., the Trevali group’s parent company, which serves as the “nerve centre” for Trevali’s corporate functions.

6. Trevali’s integrated business model includes the utilization of a Canadian-based centralized Cash Management System to address the Trevali group’s intertwined cash management, collections, disbursements, and intercompany payments and receipts. While the Trevali subsidiaries operating the Perkoa and Rosh Pinah Mines hold their own bank accounts, they have historically at times when possible and appropriate repatriated funds back to Canada as excess cash flow that would then be available through the Cash Management System to service intercompany loans and related party management fees. As noted below, in the context of these CCAA proceedings Trevali Corp., a CCAA Applicant, has made intercompany advances to RPZC and will need to make more to preserve the value of the Rosh Pinah Mine for the benefit of its stakeholders (including Glencore).

Commencement and Status of CCAA Proceedings

7. Although the performance of the Rosh Pinah Mine remained consistent as of August 2022, Trevali saw a drastic and disruptive deterioration of its financial situation in 2022 primarily because of a tragic flooding event at its Perkoa Mine and material challenges at the Caribou Mine.

8. In the circumstances, given their then financial and liquidity challenges on August 19, 2022 the Applicants urgently sought and obtained from this Court a stay of proceedings under the CCAA to maintain the status quo and obtain the breathing room required to consider strategic restructuring alternatives and pursue and implement a restructuring strategy.

9. Given the integrated and intertwined nature of their business operations, the relief obtained by the Applicants from this Court on August 19, 2022 (as amended and restated in the

ARIO), included the authorization to (a) make intercompany funding available from time-to-time to their operating entities (including the direct and indirect owners of the Rosh Pinah, Perkoa, and Caribou Mines) to preserve value of the Applicants' global business pending their restructuring; and (b) continue to utilize their Cash Management System to facilitate and manage their collective cash needs.

10. In their Petition for the initial CCAA order, the Applicants advised this Court that their current plan while under CCAA protection involves, among other things, efforts to:

- (a) stabilize Trevali's operations including at the Rosh Pina Mine;
- (b) provide comfort to Trevali's stakeholders, both in Canada and in Africa, of the company's ability to continue operating as a going concern or otherwise preserve value; and
- (c) undertake a sale and investment solicitation process, or other process, to maximize the value of the Applicants' business and property for the benefit of stakeholders.

11. Consistent with their restructuring objectives, and as authorized by this Court in the ARIO:

- (a) on August 29, 2022 the Monitor approved the Applicants' request for an intercompany funding transfer from Trevali Corp. to the Rosh Pinah Mine of approximately \$4.6 million in order to meet certain obligations and preserve the value of the Rosh Pinah Mine; and
- (b) on September 14, 2022, the Applicants obtained an order from this Court approving their proposed SISP.

12. The SISP provides for bidding procedures and timelines with respect to the Applicants' interest in the Caribou Mine and the Rosh Pinah Mine – the Rosh Pinah Mine being the Applicants' sole operating mine and source of revenue, and hence most valuable current asset.

13. The purpose of the SISP is to maximize value for the Applicants' interests in both the Caribou and Rosh Pinah Mines for the benefit of their stakeholders.

The Need for the Non-Applicant Stay Order

14. The Applicants do not presently have funding in place to continue their operations through to the completion of the SISP.

15. The Applicants require the Non-Applicant Stay Order to ensure the preservation of the *status quo* in these CCAA proceedings including certainty that forecasted Rosh Pinah Mine receivables payable by Glencore AG will be collected in cash as opposed to by way of some form of set-off entitlement arising from obligations that may be owing to Glencore by members of the Trevali Group other than RPZC. This certainty is needed by Trevali to (a) determine their liquidity requirements, (b) source necessary interim financing, and (c) advance the SISP.

16. As of the date of the Second Monitor's Report, receivables from the operation of the Rosh Pinah Mine for the 24-week period ending January 31, 2023 (the "**Forecast Period**") are forecast by the applicants to be approximately \$28 million (the "**Forecasted RP Receivables**").

17. The sole source of the Forecasted RP Receivables is Glencore AG, which as noted above holds the right to purchase one hundred (100) percent of the lead and zinc concentrate produced at the Rosh Pinah Mine pursuant to the RP Offtake Agreements.

18. Each of the RP Offtake Agreements includes, among other normal course settlement terms, a contractual right of "local" set-off in favour of Glencore AG, which reads as follows:

Only Buyer [i.e., Glencore International AG] may at any time without notice to Seller [i.e., RPZC] set off any liability of Seller to Buyer against any liability of Buyer to Seller (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) under this Contract and/or any other mutual agreement between the parties, present or future, and may for such purpose convert or exchange any currency. Any exercise by Buyer of its rights under this clause shall be without prejudice to any other rights or remedies available to Buyer under this Contract or otherwise.

19. The Forecasted RP Receivables are assumed by the Applicants to be collectible in cash payments under normal course trade settlement terms with Glencore AG in accordance with the contractual arrangement as between these two parties, subject only to those adjustments and setoff rights provided for in the RP Offtake Agreements between RPZC and Glencore AG, rather than such Forecasted RP Receivables being setoff against other obligations to Glencore entities that may be owing by Trevali Corp. and its subsidiaries to Glencore entities pursuant to offtake agreements to which RPZC is not a party.

20. However, as reported in the Second Report of the Monitor dated September 12, 2022, and as was raised before this Court by counsel for the Applicants on both August 29, 2022 and September 14, 2022, Glencore has not declared the nature and legal basis of any purported setoff entitlements it may seek to assert as against the Forecasted RP Receivables.

21. Glencore has also not provided a definitive position on the amounts alleged to be owing by Trevali Corp. and its subsidiaries that Glencore AG may attempt to set-off against the Forecasted RP Receivables.

22. The Applicants' current understanding is that Glencore may be contemplating and/or asserting "global" setoff claims on an unspecified legal basis that would seek to setoff amounts that may be owing to members of the Glencore group of companies by members of the Trevali group of companies including amounts that may be owing to Glencore entities (a) for obligations incurred prior to the Applicants' filing for CCAA protection, and/or (b) pursuant to offtake agreements to which RPZC is not a party.

23. In other words, there currently remains significant uncertainty as to whether Glencore AG will pay the Forecasted RP Receivables in cash (subject only to the adjustments and setoff rights provided Glencore AG in the RP Offtake Agreements) or, alternatively, seek to assert some form of set-off entitlement that would seek to net the Forecasted RP Receivables against other obligations purportedly owing to Glencore entities by Trevali Corp. and/or its subsidiaries (other than RPZC), whether pursuant to offtake agreements to which RPZC is not a party or otherwise.

24. It is critical for the Applicants and their restructuring efforts that the *status quo* be preserved and that there be certainty as to RPZC's ability to collect the Forecasted RP Receivables from Glencore in cash during the Forecast Period.

25. The Forecast Period coincides generally with the anticipated duration of the Applicants' SISP, which is intended to maximize value for the benefit of the Applicants' stakeholders.

26. In the Second Monitor's Report it was stated that to implement the SISP and to preserve the value of the Rosh Pinah Mine for the duration of the SISP, Trevali requires \$15.5 million in interim financing including \$10.8 million in intercompany funding for RPZC (comprised of \$15 million in advances from Trevali Corp. and net of \$4.2 million of transfers back to Trevali Corp. from RPZC).

27. The Applicants' current estimated liquidity requirements assume normal payment terms by Glencore AG and thus cash payment by Glencore AG of the Forecast RP Receivables.

Part 3: LEGAL BASIS

The Non-Applicant Stay Order is Necessary for the Applicants' Restructuring Efforts

28. The Applicants require that any actual or purported set-off rights exercisable by Glencore AG and/or its affiliates outside of the normal course of dealings with RPZC be suspended or stayed pending their determination and/or enforcement.

29. Such a stay is required to, among other things, preserve the ability of Trevali to effect its restructuring for the benefit of all stakeholders and in particular to (a) allow the Applicants to determine their liquidity requirements for the duration of the SISP, (b) source necessary interim financing in the amount required, and (c) advance the SISP in the interest of all stakeholders.

This Court has the Jurisdiction to Grant the Non-Applicant Stay Order

30. The purpose of the CCAA is to permit an insolvent debtor to continue to carry on business and, where possible, avoid the social and economic costs of liquidating its assets.

Ted Leroy Trucking Ltd. (Re), 2010 SCC 60 at para. 15.

31. Consistent with the CCAA's remedial nature, a CCAA court has broad jurisdiction under the CCAA to make any order that it considers appropriate in the circumstances, subject only to the restrictions set out in the CCAA.

CCAA, section 11. 1057863 B.C. Ltd. (Re), 2022 BCSC 759, paras. 47- 48, citing Canada v. Canada North Group Inc., 2021 SCC 30.

32. A CCAA court's jurisdiction to impose a stay of proceedings under section 11 and 11.02 of the CCAA has specifically been described as "the engine" that drives the broad and flexible statutory scheme of the CCAA.

Re Stelco Inc., 2005 CarswellOnt 1188, para 36 (C.A.).

33. The imposition of a stay of proceedings prevents any creditor from gaining an advantage over other creditors while the restructuring of the debtor company is under way. It also facilitates the ongoing operations of the insolvent debtor's business to preserve value and provide the necessary breathing room to carry out a restructuring or organized sales process.

***Miniso International Hong Kong Limited v. Migu Investments Inc.*, 2019 BCSC 1234 at paras. 56-62 [*Miniso*]; *Montreal (City) v. Deloitte Restructuring Inc.*, 2021 SCC 53 at paras. 46, 74 [*Groupe SM*]**

34. It is well established that CCAA courts may stay set-off rights under section 11 and 11.02 of the CCAA. As the British Columbia Court of Appeal has observed, the broad discretion accorded to the CCAA Court to make orders in furtherance of the objectives of the statute must, as a matter of logic, extend to set-off. Indeed, the Supreme Court of Canada has said that in the “vast majority of cases” the initial order should include a stay of set-off rights.

***Re Just Energy Corp.*, 2021 ONSC 1793, para. 102; *North American Tungsten Corporation Ltd. (Re)*, 2015 BCSC 1382, leave to appeal denied 2015 BCCA 390, application to vary dismissal of leave to appeal denied 2015 BCCA 426. See also: *Groupe SM*, paras. 54, 62.**

35. A CCAA court’s jurisdiction to impose a stay of proceedings is not limited staying proceedings as against the formal “applicants” under the CCAA (here, Trevali Corp. and Trevali NB). It is well-established that a CCAA court may impose a stay of proceedings with respect to third-party non-applicants such as RPZC.

36. Stays of proceedings with respect to third-party non-applicants have frequently granted by CCAA courts, including this Court.

***Miniso* at paras. 56-62 [*Miniso*]; *MPX International Corporation (Re)*, 2022 ONSC 4348 at paras. 52-54 [*MPX*]; *McEwan Enterprises Inc.*, 2021 ONSC 6453 at paras. 42-46 [*McEwan*]; *Just Energy (Re)*, 2021 ONSC 1793 at paras. 114-117 [*Just Energy*]; *Lydian International Limited (Re)*, 2019 ONSC 7473 at para. 39 [*Lydian*]; *Target Canada Co (Re)*, 2015 ONSC at paras. 42-43, 49-50 [*Target*]; *Jaguar Mining*, 2014 ONSC 494 at paras. 27, 39 [*Jaguar*]; *Tamerlane Ventures Inc. and Pine Holding Corp.*, 2013 ONSC 5461 at paras. 20-21 [*Tamerlane*].**

See also: *Laurentian University of Sudbury (Re)*, 2021 ONSC 659 at para. 39; *JTI-Macdonald Corp. (Re)*, 2019 ONSC 1625 at paras. 14-16; *Pacific Exploration & Production Corporation (Re)*, 2016 ONSC 5429; *451992 Canada Inc. (Re)*, 2015 ONSC 124 at paras. 38-39; *Cinram International Inc. (Re)*, 2012 ONSC 3767 at paras. 64-64 [*Cinram*]; *Canwest Publishing (Re)*, 2010 ONSC 222 at paras. 33-34; *Canwest Global Communications Corp. (Re)* (2009), 59 C.B.R. (5th) 72, 2009 CanLII 55114 (Ont. S.C.J.); *Sino-Forest (Re)*, 2012 ONSC 2063 at paras. 5, 31.

37. This court has set out the following circumstances where it may be just and reasonable to extend the stay of proceedings to third party non-applicants:

- (a) where it is important to the reorganization process;

- (b) where the business operations of the Applicants and the third-party non-applicants are intertwined, and the third parties are not subject to the jurisdiction of the CCAA (such as partnerships that are not “companies” under the CCAA);
- (c) against non-applicant subsidiaries of a debtor company where such subsidiaries were guarantors under the note indentures issued by the debtor company; and
- (d) against non-applicant subsidiaries relating to any guarantee, contribution or indemnity obligation, liability or claim in respect of obligations and claims against the debtor companies.

Miniso at para. 60, citing Cinram at para. 64

38. In *McEwan*, Morawetz C.J. set out certain additional non-exhaustive factors that may be considered in determining whether to extend a stay of proceedings to non-applicant third parties:

- (a) the business and operations of the third party was significantly intertwined and integrated with those of the debtor company;
- (b) extending the stay to the third party would help maintain stability and value during the CCAA process;
- (c) not extending the stay to the third party would have a negative impact on the debtor company’s ability to restructure, potentially jeopardizing the success of the restructuring and the continuance of the debtor company;
- (d) if the debtor company is prevented from concluding a successful restructuring with its creditors, the economic harm would be far-reaching and significant;
- (e) failure of the restructuring would be even more harmful to customers, suppliers, landlords and other counterparties whose rights would otherwise be stayed under the third party stay;
- (f) if the restructuring proceedings are successful, the debtor company will continue to operate for the benefit of all its stakeholders, and its stakeholders will retain all of its remedies in the event of future breaches by the debtor company or breaches that are not related to the released claims; and
- (g) the balance of convenience favours extending the stay to the third party.

McEwan at para. 43

39. Courts have also granted a stay of proceedings in favour of a non-applicant subsidiary in circumstances where the CCAA debtor is dependent on their non-applicant subsidiaries’ value generating capacity, where the exercise of rights or remedies against the subsidiaries would be detrimental to the CCAA debtors’ restructuring, or where the non-applicant subsidiary holds valuable assets in another jurisdiction.

Jaguar Mining at para. 27, 39; Tamerlane at para. 21

40. A CCAA court's jurisdiction to impose a stay of proceedings with respect to a third-party non-applicant is not restricted by the mere fact that the third-party non-applicant is domiciled outside of Canada. Orders extending the protections afforded by a CCAA stay of proceedings to foreign-based third-party non-applicants have been granted where such relief has been held to be appropriate or just and reasonable in the circumstances.

MPX at para. 13; Lydian at para. 14; Jaguar Mining at paras. 11, 27; Tamerlane at paras. 20-21; Target at paras. 49-50

The Non-Applicant Stay Order is Appropriate in the Circumstances

41. It is appropriate and just and reasonable to grant the Non-Applicant Stay Order for several reasons.

42. ***First***, RPZC as the entity holding Trevali's legal interest in the Rosh Pinah Mine, is an integral part of the Applicants' integrated and intertwined business, which operates in a unified operating model.

43. ***Second***, the Rosh Pinah Mine is the Applicants' only revenue generating asset. The Applicants have spent significant funds in the context of these CCAA proceedings to preserve the value of the Rosh Pina Mine for the benefit of their stakeholders, including Glencore, and are required to continue to do so for the duration of the SISF.

44. ***Third***, not granting the Non-Applicant Stay Order would have a negative impact on the Applicants ability to restructure, potentially jeopardizing the success of their restructuring, and the continuation of the Rosh Pinah Mine as a going concern.

45. Specifically, the granting of the Non-Applicant Stay Order is required to give comfort to potential interim lenders whose funds will be required to fund the SISF and potential bidders in the SISF that enforcement actions against RPZC will be stayed and that value in RPZC will be preserved during the period in which the SISF is conducted.

46. Without the benefit of the Non-Applicant Stay Order, the Applicants' ability to quantify and source interim financing, and market their interest in the Rosh Pinah Mine, would be compromised.

47. ***Fourth***, if the Applicants are prevented from sourcing and providing required funding to the Rosh Pinah Mine, and/or the operations at the Rosh Pinah Mine are compromised because of lack of required funding, the associated economic, social, and environmental could be far reaching and significant.

48. ***Fifth***, and in contrast to the fifth point above, if the Applicants' restructuring efforts are successful, the Rosh Pinah Mine may continue to operate for the benefit of its stakeholders.

49. ***Sixth***, to the extent that the debts which Glencore seeks to set off are based on the alleged liabilities of the Applicants, it would be contrary to the objectives of the CCAA to allow Glencore to assert set-off rights against RPZC while the Applicants are in CCAA protection, particularly where the alleged liabilities pre-date the Applicants' filing for CCAA protection.

50. ***Seventh***, Glencore will not suffer any real prejudice if the Non-Applicant Stay Order is granted. Glencore's post-CCAA position will not be compromised in any way.

51. If the Non-Applicant Stay Order is granted, Glencore will continue to be able to purchase lead and zinc from the Rosh Pinah Mine at the prices and rates that it contractually agreed to (*including by applying ordinary course contractual adjustments and setoffs as between RPZC and Glencore AG*).

52. Glencore's financial situation upon the granting of the Non-Applicant Stay Order will be exactly what it would be if it had to go to another source for lead and zinc. In other words, if the Rosh Pinah Mine ceased production due to lack of intercompany funding from Trevali Corp., Glencore AG's situation would be no different than under the limited temporal stay in the Non-Applicant Stay Order.

53. In these circumstances, the balance of convenience favours granting the relief sought by the Applicants.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Brendan Creaney, affirmed August 19, 2022;
2. Affidavit #2 of Brendan Creaney, affirmed on September 11, 2022;
3. Affidavit #5 of Brendan Creaney, affirmed September 29, 2022;
4. Second Report of the Monitor, dated September 12, 2022;
5. Third and Fourth Report of the Monitor, to be filed; and
6. Such further and other material as counsel for the Applicants may advise.

The applicant estimates that the application will take one day.

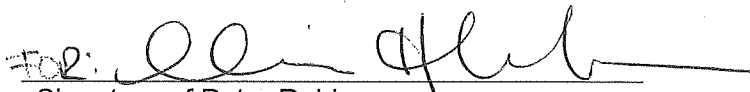
This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;

- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: September 29, 2022,



Signature of Peter Rubin
Lawyer for the Applicants

Blake, Cassels & Graydon LLP
Barristers and Solicitors
Suite 2600, Three Bentall Centre
595 Burrard Street PO Box 49314
Vancouver, BC V7X 1L3
Email: peter.rubin@blakes.com
Telephone: 604.631.3315

To be completed by the court only:	
Order made	
<input type="checkbox"/>	in the terms requested in paragraphs of Part 1 of this notice of application
<input type="checkbox"/>	with the following variations and additional terms:

Date: _____	_____
	Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts