No. S-263255
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 PLAN OF COMPROMISE OR ARRANGEMENT OF ARCTIC CANADIAN DIAMOND COMPANY LTD., AND BURGUNDY DIAMONDS (CANADA) LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE	THE HONOURABLE MR. JUSTICE P. WALKER	2026/07/14

ON THE APPLICATION of Government of the Northwest Territories ("**GNWT**") for an Order pursuant to Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "***LEA***") appointing PricewaterhouseCoopers Inc. ("**PwC**") as Receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property in which Arctic Canadian Diamond Company Ltd. and Burgundy Diamonds (Canada) Limited (collectively, the "**Debtors**") have an interest, including, without limitation, the Ekati Mine located in the Lac de Gras region of the Northwest Territories of Canada (the "**Ekati Mine**"), coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING Affidavit #1 of Robert Jenkins made on July 13, 2026, and the consent of PwC to act as the Receiver; AND ON HEARING Mary Buttery, K.C. and Christian Garton, counsel for GNWT and those other counsel listed on **Schedule "A"** hereto.

THIS COURT ORDERS AND DECLARES that:

SERVICE

1. The time for service of the notice of application for this Order is hereby abridged, and the application is properly returnable today.

CCAA PROCEEDINGS

2. The amended and restated initial order (the "**ARIO**") of this Court pronounced in these proceedings on June 11, 2026, under the *Companies' Creditors Arrangement Act*, RSC

1985, c-36, as amended ("**CCAA**"), is hereby terminated and the provisions thereof are of no further force and effect except as contemplated by the terms of this Order.

3. Effective immediately, FTI Consulting Canada Inc. ("**FTI**") shall be and hereby is discharged as monitor of the Debtors (in such capacity, the "**Monitor**"), and FTI shall have no further duties, obligations, or responsibilities as Monitor in these proceedings except as contemplated by the terms of this Order.

4. Notwithstanding any provision of this Order:

   (a) the Monitor is authorized to take such steps and actions as it deems necessary to perform such statutory, court-ordered or other duties as may be required in order to properly complete its mandate as Monitor and address any matters ancillary or incidental to its capacity as Monitor;

   (b) the Monitor and its counsel are authorized to cooperate with and assist the Receiver with respect to the transition of these proceedings from proceedings under the CCAA to receivership proceedings, or with respect to any other matters related to these proceedings within the Receiver's discretion;

   (c) the Monitor shall continue to have the benefit of the provisions of the CCAA and of all orders made in these proceedings in relation to its appointment and activities as the Monitor, including all approvals, protections, and stays of proceedings in favour of FTI in its capacity as the Monitor, and nothing herein shall affect, vary, derogate from, limit, or amend any protections in favour of the Monitor at law or pursuant to the CCAA, orders made in these proceedings, or any other order of this Court in these proceedings; and

   (d) the Receiver shall pay the reasonable fees and disbursements of the Monitor and its legal counsel incurred in connection with the completion of its mandate and the provision of assistance of the Receiver.

5. Notwithstanding the discharge of FTI as Monitor, FTI is hereby authorized from and after the date of this Order to apply to this Court to address matters ancillary or incidental to the completion of its mandate, and in particular, without limitation, the Monitor has leave to seek orders on notice to those persons on the Service List (as defined below) approving the fees and disbursements of the Monitor and the Monitor's legal counsel incurred in connection with these proceedings.

6. The activities of the Monitor in these proceedings as set out in the Monitor's reports filed herein are hereby approved, provided that only FTI, in its own capacity and only in respect to its liability, shall be entitled to rely upon or utilize in any way such approval.

7. FTI (in its capacity as Monitor or otherwise) and Fasken Martineau DuMoulin LLP (in its capacity as counsel to the Monitor) and their respective affiliates and officers, directors, partners, employees, and agents (collectively, the "**FTI Released Parties**"), be and are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the FTI Released Parties, whether known or unknown, matured or

unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of the Monitor's discharge or such other date as ordered by this Court in any way relating to, arising out of, or in respect of these proceedings, or with respect to its conduct in these proceedings (the "**Released Claims**") and any such Released Claims are hereby released, stayed, extinguished and forever barred, with prejudice, and the FTI Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim arising out of gross negligence or wilful misconduct on the part of the FTI Released Parties.

8. No action or other proceedings shall be commenced against any of the FTI Released Parties in any way arising from or related to these proceedings, except with prior leave of this Court on at least ten (10) days' prior written notice to the FTI Released Parties.

APPOINTMENT

9. Pursuant to Section 39 of the *LEA*, PwC is appointed Receiver, without security, of all the assets, undertakings and property in which the Debtors have an interest, including, without limitation, the Ekati Mine and all proceeds of the foregoing (collectively, the "**Property**"), for the purpose of overseeing such steps as may be necessary or appropriate to: (i) manage, wind down, or terminate the business and mining activities of the Debtors (the "**Business and Mining Activities**"); (ii) conduct the environmental remediation and reclamation of the Ekati Mine and surrounding area, as required in consultation with GNWT, any technical advisors retained by GNWT, any technical advisors retained by the Receiver, and pursuant to regulatory obligations, as applicable (the "**Reclamation**"); (iii) comply with all directions issued by GNWT, or its representatives, pursuant to any regulatory authority in connection with the Property (the "**Regulatory Directions**"); and (iv) conduct any other reasonable activities deemed appropriate by the Receiver in relation to the Debtors or the Property, subject in each case to funding being available to the Receiver.

10. The Receiver is a receiver within the meaning of Section 243(2)(b)(ii) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**").

RECEIVER'S POWERS

11. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property, including without limitation all funds in any bank accounts, ~~trust accounts, lawyer trust accounts or other~~ accounts in which funds are held for the benefit of respondents, wherever located;

(b) receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

(c) oversee and facilitate the Reclamation;

(d) manage the business of the Debtors, including the powers to enter into any agreements, incur any obligations, cease to carry on all or any part of the business, and disclaim or cease to perform any contracts of the Debtors;

(e) effect workforce reductions, including layoffs or terminations of the Debtors' employees, in such manner as the Receiver, in its sole discretion, deems necessary or appropriate, and in all cases notwithstanding the provisions of: (i) any applicable collective bargaining agreement; (ii) any federal, territorial or provincial employment legislation, including without limitation the *Canada Labour Code*, RSC 1985, c. L-2 and the *Employment Standards Act*, SNWT 2007, c. 13, including section 41 thereof;

(f) engage consultants, appraisers, agents, experts, technical advisors, including engineering, health and safety and environmental advisors, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;

(g) purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to wind down or terminate the Business and Mining Activities or any part or parts thereof, and to effect the Reclamation;

(h) receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;

(i) settle, extend or compromise any indebtedness owing to the Debtors, including, with the consent of GNWT, to pay any amounts owing to creditors of the Debtors as at the date of this Order;

(j) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(k) undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

(l) initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

(m) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;

(n) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

  (i) without the approval of this Court in respect of a single transaction for consideration up to $1,000,000 provided that the aggregate consideration for all such transactions does not exceed $5,000,000; and

  (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359, or any statutory equivalents in the Northwest Territories, shall not be required;

(o) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

(p) report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

(q) register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(r) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;

(s) assign either of the Debtors into bankruptcy;

(t) enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(u) exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

(v) take any steps as may be reasonably necessary or appropriate to facilitate the Reclamation or comply with any Regulatory Directions; and

(w) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

12. For clarity, subject to further order of this Court, the Receiver shall not operate the Debtors' business except to the extent necessary to effect the wind down and termination of the Business and Mining Activities and to effect the Reclamation.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

13. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

14. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

15. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 14, 15 or 16 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

16. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this

paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

17. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

18. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

19. Notwithstanding the foregoing, nothing in this Order shall in any way prevent GNWT from issuing any Regulatory Directions or taking any steps within its power as regulator in connection with the Ekati Mine or the Reclamation.

NO EXERCISE OF RIGHTS OR REMEDIES

20. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, (iv) prevent the registration of a claim for lien, or (v) exempt the Receiver or the Debtors from compliance with statutory or regulatory obligations relating to health, safety, the environment, or mining operations. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

21. 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 Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms. For greater certainty,

nothing in this Order shall affect the Wek'eezii Land and Water Board's authority, and any governmental or other body's discretion as regulator, to approve, suspend, reject, terminate, or otherwise affect any of the licenses or authorizations held by the Debtors in connection with the Ekati Mine in accordance with applicable statutory and regulatory powers, provided however that any such entity shall give the Receiver 30 days' notice before such suspension, rejection or termination.

CONTINUATION OF SERVICES

22. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates 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 Debtors are 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 Receiver (including as may be required in order to comply with any Regulatory Directions or otherwise in connection with the Reclamation), and the Receiver shall be entitled to the continued use of the Debtors' current 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 date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

23. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property, or the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

24. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including in respect of any applicable collective bargaining agreement and in respect of any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be

liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

25. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any statutory equivalents in the Northwest Territories, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

26. Notwithstanding any other provision of this Order, none of PwC or the Receiver, or any of their respective directors, officers, agents, employees or representatives shall occupy or take control, care, charge, possession, or management (separately and/or collectively, "**Possession**"), or be deemed to have taken Possession, of any Property that is or might be environmentally contaminated, a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance (whether as a result of the Incident or otherwise) ("**Contaminated Property**") contrary to any federal, provincial, territorial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the mining industry or the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999 (Canada) , the *Waters Act* (Northwest Territories), the *Northwest Territories Lands Act* (Northwest Territories), the *Environmental Protection Act* (Northwest Territories), the *Fisheries Act* (Canada), the *Wildlife Act* (Northwest Territories), the *Canadian Navigable Waters Act* (Canada), and the *Mackenzie Valley Resource Management Act* (Canada), each as may be amended, supplemented, modified, or replaced, and the regulations thereunder (the "**Environmental Legislation**"). Without limiting the generality of the foregoing, the Receiver and any of its directors, officers, agents, employees or representatives shall not, as a result of this Order or anything done pursuant to this Order, be deemed to be in Possession of any Contaminated Property within the meaning of any Environmental Legislation. All such Contaminated Property shall be deemed to remain in the sole Possession of the Debtors within the meaning of any applicable Environmental Legislation; provided, however, that nothing herein shall exempt

the Receiver from any duty to report or make disclosure imposed by applicable Regulatory Directions or applicable Environmental Legislation.

27. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

(a) before the Receiver's appointment; or

(b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

28. Notwithstanding anything in federal, provincial or territorial law, but subject to paragraph 27 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

29. The Receiver and its directors, officers, employees, representatives and agents shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, without limitation, any liability or obligation in connection with any Contaminated Property or Environmental Legislation, or any failure by the Debtors to comply with any Environmental Legislation or Regulatory Directions, save and except for:

(a) any gross negligence or wilful misconduct on their part; or

(b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the *BIA* or by any other applicable legislation.

RECEIVER'S ACCOUNTS

30. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property, as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order (the "**Receiver's Fees**"). The Receiver's Charge shall form a charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and the charge priorities established in this Order.

31. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

32. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against the Receiver's Fees, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

33. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate to the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subject to the charge priorities established in this Order.

34. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

35. The Receiver is authorized to issue certificates substantially in the form annexed as **Schedule "B"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

36. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

37. From time to time, the Receiver may issue invoices to GNWT in respect of services, costs, or professional fees incurred in relation to Regulatory Directions, the Reclamation, or other work within the scope and purpose of the Receiver's appointment under this Order, and GNWT may, if it deems appropriate, pay any part of these invoices using funds designated as statutory or contractual environmental security in relation to the Debtors or the Ekati Mine (the "**Environmental Security Funds**"). For certainty and notwithstanding any other terms of this Order, any such Environmental Security Funds paid by GNWT to the Receiver do not form part of the Property and are not subject to priorities in bankruptcy under the BIA.

38. Nothing in this Order shall be deemed to restrict GNWT from using, managing, or calling upon the Environmental Security Funds for any purpose.

CHARGES AND ALLOCATION

39. Notwithstanding the termination of the ARIO pursuant to this Order, the provisions of the ARIO concerning the creation of the "Administration Charge", the "Interim Lender's Charge", and the "D&O Charge" (each as defined in the ARIO) (collectively, the "**CCAA Charges**"), as well as the rights and protections of the beneficiaries of the CCAA Charges, shall continue to be effective and the CCAA Charges shall continue to constitute charges on the Property as contemplated by the ARIO.

40. The priorities of the Administration Charge, the Receiver's Charge, the Receiver's Borrowing Charge, the Interim Lender's Charge, and the D&O Charge shall be as follows:

First – Administration Charge (to the maximum amount of $500,000)

Second – Receiver's Charge

Third – Receiver's Borrowing Charge

Fourth – Interim Lender's Charge

Fourth – D&O Charge (to the maximum amount of $5,000,000)

41. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Administration Charge, the Receiver's Charge, the Receiver's Borrowing Charge, the Interim Lender's Charge, and the D&O Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

42. The Receiver shall establish and maintain a website in respect of these proceedings at: http://www.pwc.com/ca/burgundy (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

43. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must either: (i) have already requested service of materials from the Monitor pursuant to the ARIO before the date of this Order; or (ii) provide to counsel for each of the Receiver and GNWT a demand for notice in the form attached as **Schedule "C"** (the "**Demand for Notice**"). The Receiver and GNWT need only provide further notice in respect of these proceedings to: (i) Persons that have already requested service of materials from the Monitor pursuant to the ARIO

before the date of this Order; and (ii) Persons that have delivered a properly completed Demand for Notice to each of the Receiver and GNWT. The failure of any Person to meet these criteria releases the Receiver and GNWT from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

44. The Receiver shall maintain a service list identifying all parties that have: (i) already requested service of materials from the Monitor pursuant to the ARIO before the date of this Order; or (ii) delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

45. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

46. Notwithstanding paragraph 45 of this Order, service of the application and any affidavits filed in support 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 its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

47. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

STYLE OF CAUSE

48. Immediately following the pronouncement of this Order, the style of cause of these proceedings shall be and is hereby changed to:

No. S-263255
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
ARCTIC CANADIAN DIAMOND COMPANY LTD., AND
BURGUNDY DIAMONDS (CANADA) LIMITED

GENERAL

49. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

50. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

51. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

52. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

53. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver 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.

54. Endorsement of this Order by counsel appearing on this application other than the applicant is dispensed with.

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

APPROVED BY:

For: Signature of Mary Buttery, K.C., lawyer for GNWT

Christian Garton

BY THE COURT

~~DISTRICT~~ REGISTRAR

FORM CHECKED

SCHEDULE "A"
Appearance List

NAME	APPEARING FOR
Mary Buttery, K.C. Christian Garton Tristan van Nieberk (articled student)	Government of the Northwest Territories
Peter Rubin	Arctic Canadian Diamond Company Ltd. and Burgundy Diamonds (Canada) Limited
Kibben Jackson Lisa Hiebert	The Monitor
Kevin Barr	Zurich Insurance Company Ltd., Aviva Insurance Company of Canada and Argonaut Insurance Company
David Bish (remotely)	Canada Enterprise Emergency Funding Corporation
Holly McEwan (remotely)	Public Service Alliance of Canada / Union of Northern Workers
Harvey G. Chaiton (remotely)	Amynta Surety Solutions Canada
Jordan Schultz	Procon Mining and tunnelling Inc.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. ____________________

AMOUNT $ ____________________

1. THIS IS TO CERTIFY that [redacted], the [redacted] (the "**Receiver**") of all of the assets, undertakings and properties of [redacted] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the [redacted] day of [redacted], 202[redacted] (the "**Order**") made in SCBC Action [redacted] and/or SCBC Action [redacted] has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [redacted], being part of the total principal sum of [redacted] which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [redacted] not in advance on the [redacted] day of each month after the date hereof at a notional rate per annum equal to the rate of [redacted] per cent above the prime commercial lending rate of [redacted] from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [redacted].

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the day of , 201.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

SCHEDULE "C"

Demand for Notice

TO: **Government of the Northwest Territories**
c/o Osler, Hoskin & Harcourt LLP
Attention: Mary Buttery, K.C., Christian Garton
Email: buttery@osler.com, cgarton@osler.com

AND TO: **PricewaterhouseCoopers Inc.**
Attention: Michelle Grant, Morag Cooper
Email: michelle.grant@pwc.com, morag.c.cooper@pwc.com

Re: In the matter of the Receivership of ARCTIC CANADIAN DIAMOND COMPANY LTD. and BURGUNDY DIAMONDS (CANADA) LIMITED

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

   ____

   OR

2. By mail, at the following address:

   ____

Name of Creditor: ______________________________

Name of Counsel (if any): ______________________________

Creditor's Contact Address: ______________________________

____

____

Creditor's Contact Phone Number: ________________________