

No. S091670  
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

- AND -

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*,  
R.S. 1985 c. C-44

- AND -

IN THE MATTER OF THE *BRITISH COLUMBIA BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, c. 57

- AND -

IN THE MATTER OF  
REDCORP VENTURES LTD.  
and REDFERN RESOURCES LTD.

**ORDER**

BEFORE THE HONOURABLE ) FRIDAY, THE 29TH DAY  
 )  
THE CHIEF JUSTICE ) OF MAY, 2009  
 )

THE APPLICATION of Whitebox Advisors LLC, GMP Investment Management LP, Sandleman Partners LP and VR Global Partners LP for an Order pursuant to Section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing McIntosh & Morawetz Inc, an affiliate of Alvarez & Marsal Canada ULC as Interim Receiver and Receiver (in such capacities, the "Receiver") without security, of certain assets, undertakings and properties of Redcorp Ventures Ltd. and Redfern Resources Ltd. (the "Debtors") coming on for hearing on May 27, 2009 at the Courthouse, 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Notice of Motion dated May 20, 2009, the Affidavit #1 of Paul Liebovitz sworn May 20, 2009, the Affidavit #4 of Terry Chandler sworn May 21, 2009, the Affidavit #5 of Terence E. Chandler sworn May 21, 2009, the Affidavit #1 of Wade Comin sworn May 25, 2009, the Affidavit #6 of Terry Chandler sworn May 26, 2009, and the Third Report of the Monitor dated May 22, 2009, and the consent of McIntosh & Morawetz Inc, an affiliate of Alvarez & Marsal Canada ULC to act as the Receiver; AND ON HEARING Matthew Gottlieb, Counsel for the Applicants, and other counsel as listed on Schedule A” hereto.

AND UPON JUDGMENT BEING RESERVED TO THIS DATE:

AND UPON THE COURT determining that the stay of proceedings granted herein as against the Applicants is no longer appropriate:

#### **APPOINTMENT**

1. THIS COURT ORDERS that pursuant to Section 47(1) of the BIA and Section 39 of the LEA McIntosh & Morawetz Inc, an affiliate of Alvarez & Marsal Canada ULC is hereby appointed Receiver, without security, of the Debtors’ current and future personal assets, undertakings and properties, including all proceeds thereof, including, without limitation, all cash, money, goods, equipment, inventory, books and records, securities, choses in action, instruments, document of title, accounts, receivables, intangibles, certain mineral claims as administered by the Ministry of Energy, Mines and Petroleum Resources and certain royalty or other interests arising from oil and gas properties (collectively the “Property”).
2. For greater certainty and notwithstanding the foregoing, the appointment of the Receiver against certain assets of the Debtors shall not extend to nor shall the Property include any interest of the Debtors in:
  - (a) any real property or land interests, including without limitation, any interests held in accordance with titles issued in accordance with the *Land Title Act* of British Columbia including the real property constituting the mine site known as the Tulsequah Project;
  - (b) any interest in certain Asset Based Commercial Paper (the “ABCP”) secured in favour of HSBC Bank Canada as described in paragraph 1 of the Order granted herein on April 6, 2009, save and except for any interest receivable owing in respect of the predecessor notes to the ABCP for the period prior to this appointment;
  - (c) amounts held by CIBC Mellon Trust Company in an interest escrow account and payable to the Note Holders in accordance with paragraphs 6(d) and 10(a) of the Initial Order granted herein (the “Interest Escrow Account”); and
  - (d) any amounts deposited at HSBC Bank Canada and Royal Bank of Canada or elsewhere by the Debtor Redfern Resources Ltd. and secured in favour of those

parties in accordance with certain Safekeeping Agreements under the *Mines Act* and Standby Letters of Credit issued under the *Fisheries Act*.

### RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby 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 hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, changing of locks and security codes, relocating of Property to safeguard it, engaging of independent security personnel, the taking of physical inventories and placement of such insurance coverage as may be necessary or desirable;
  - (c) engage consultants, appraisers, agents, experts, 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 powers and duties conferred by this Order;
  - (d) pay the costs of completing or improving certain equipment or pay the balance owing in respect of any partially paid for equipment;
  - (e) 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 such monies, including, without limitation, to enforce any security held by the Debtors;
  - (f) settle, extend or compromise any indebtedness owing to or by the Debtors, including without limitation, paying any amounts owing under the Administration Charge (as defined in accordance with the Initial Order of this Court dated March 4, 2009 (the "Initial Order"));
  - (g) apply for court approval of a claims process in respect of any amounts owing under the Directors' Charge (as defined in accordance with the Initial Order) and to pay such amounts as are determined to be owing under the Directors' Charge;
  - (h) 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;
  - (i) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such

proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, provided that nothing in this Order shall authorize the Receiver to defend or settle the action(s) in which this Order is made unless otherwise directed by this Court;

- (j) market any or all 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 in its discretion may deem appropriate, including reselling equipment back to the original vendor or supplier or to equipment dealers or brokers;
- (k) sell, convey, transfer, lease, assign or otherwise dispose of 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 any transaction not exceeding \$2,000,000, provided that the aggregate consideration for all such transactions does not exceed \$10,000,000 or such greater amount that this Court may from time to time allow; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amounts set out in the preceding clause,

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

- (l) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information with such Persons, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) apply for any permits, licences, approvals or permissions and any renewals thereof as may be required by any governmental authority for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (o) enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;
- (p) exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(q) take any steps reasonably incidental to the exercise of these powers,

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.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (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 (all of the foregoing, collectively, being "Persons" and each being 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 such Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
5. THIS COURT ORDERS that all Persons 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 (the foregoing, collectively, the "Records") in that Person's possession or control relating to the Property, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 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 the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. THIS COURT ORDERS that 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 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 onto paper 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 in its discretion 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**

7. THIS COURT ORDERS that 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**

8. THIS COURT ORDERS that 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 hereby 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.

#### **NO EXERCISE OF RIGHTS OF REMEDIES**

9. THIS COURT ORDERS that all rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (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) prevent the Note Holders or the trustee on behalf of the Note Holders from realizing on the Interest Escrow Account.

#### **NO INTERFERENCE WITH THE RECEIVER**

10. THIS COURT ORDERS that 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" (as defined in Section 65.1 of the BIA) with the Debtors from terminating such contract or exercising any rights of set-off, in accordance with its terms.

#### **CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that 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 of any kind to the Debtors are hereby 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, and that 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 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**

12. THIS COURT ORDERS that 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 or disposition of all or any of the Property and 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 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.

#### **TRANSITION**

13. THIS COURT ORDERS that subject to any subsequent order(s) of this Court, except to the extent provided for herein, KPMG Inc. (the "Monitor") is hereby relieved of its duties and obligations relating to its appointment as Monitor as set forth in the Initial Order and any subsequent Order of this Court, including specifically the duty to file any further reports to this Court. For clarity, notwithstanding the foregoing, all provisions of the Initial Order relieving the Monitor of any liability arising as a result of its appointment or the carrying out of its duties, including without limitation paragraph 34 thereof, shall continue in full force and effect.
14. THIS COURT ORDERS that the Monitor shall not have any liability to any person for any matter relating to the duties and obligations in respect of which it has been relieved arising from and after the date of this Order.
15. THIS COURT ORDERS that notwithstanding the relief from its duties and obligations as aforesaid, the Monitor shall continue to hold the ERIP Monies (as that term is defined in the April 6, 2009 Order of this Court) and disburse the ERIP Monies in accordance with the Employee Retention and Incentive Program described in Affidavit #3 of Terry Chandler or in accordance with any subsequent order(s) of this Court.
16. THIS COURT ORDERS that notwithstanding the Initial Order, and in particular paragraphs 40 to 44 thereof, the Administration Charge, shall not secure payment of any

fees and/or disbursements of counsel to the Committee, counsel to the Petitioners, the Monitor or counsel to the Monitor that are incurred after the date of this Order, provided however that the Administration Charge shall continue to secure payment of the fees and disbursements of the Monitor and its counsel in relation to the administration by the Monitor of the ERIP Monies and in relation to the defence by the Monitor of any claims against it by any person arising from or in relation to the appointment of the Monitor or the carrying out of its duties and obligations as Monitor.

17. THIS COURT ORDERS that notwithstanding the Initial Order, and in particular, paragraphs 40 to 44 thereof, any amounts accruing under the Directors' Charge from and after the date of this Order shall not constitute a charge on the Property (as defined herein). For greater certainty, the Directors' Charge continues to charge all of the Property, as defined in the Initial Order, as amended, including the Property as defined herein, for any Claims, as defined in the Initial Order, whenever made, arising from or connected with any matter, event, occurrence or any other cause, arising or occurring up to the date of this order.
18. THIS COURT ORDERS that:
  - (a) the sum of \$1,000,000 (exclusive of any interest earned thereon), as secured by the Administration Charge, shall be held and administered by the Receiver, and shall be exempt from any claims, Proceedings (as defined in the Initial Order) or execution by the Receiver or otherwise pending further order of this Court; and
  - (b) the sum of \$5,000,000 (exclusive of any interest earned thereon), as secured by the Directors' Charge, shall be held and administered by the Receiver, and shall be exempt from any claims, Proceedings (as defined in the Initial Order) or execution by the Receiver or otherwise pending further order of this Court.
19. THIS COURT ORDERS that all actions and activities of the Monitor performed or undertaken in connection with its appointment as Monitor in the within proceedings are hereby ratified and approved unless any person brings an application to challenge any of the Monitor's actions or activities within 30 days of the date of entry of this Order.
20. THIS COURT ORDERS that within seven days of the date of entry of this Order, the Monitor shall deliver a copy of this Order by regular mail or facsimile to all parties of record and all known creditors of the Petitioners and shall post a copy of this Order on the Monitor's website.

## **EMPLOYEES**

21. THIS COURT ORDERS that, subject to the right of employees to terminate their employment notwithstanding paragraph 10, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall be liable for any employee-related liabilities that accrue subsequent to the date of this Order, including



wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire.

22. THIS COURT ORDERS that 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, 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 or dispositions 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 the 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

23. THIS COURT ORDERS that nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, the *Fisheries Act*, R.S.C. 1985, c. F-14, the *Environmental Management Act*, R.S.B.C. 1996, c. 118 and the *Fish Protection Act*, S.B.C. 1997, c. 21 and regulations thereunder (collectively "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be construed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in Possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

24. THIS COURT ORDERS that the Receiver shall incur no personal liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. 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**

25. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property (the "Receiver's Charge") in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but excluding the charge on the ERIP Monies, the Administration Charge and the Directors' Charge.
26. THIS COURT ORDERS that 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 hereby referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
27. THIS COURT ORDERS that 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 its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## **ALLOCATION**

28. THIS COURT ORDERS that any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge amongst the various assets comprising the Property.

## **GENERAL**

29. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors. The Receiver is authorized, but not required, to file assignments into bankruptcy with the Official Receiver on behalf of any of the Debtors naming itself, or some other Licensed Trustee in Bankruptcy, as Trustee.
31. THIS COURT ORDERS that this Order and any other orders in these proceedings shall have full force and effect in all provinces and territories of Canada and shall be binding on all creditors of the Debtors, wherever situate. THIS COURT SEEKS AND REQUESTS the aid and recognition of any Canadian or foreign 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.
32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever

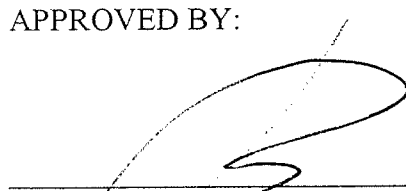
located, for recognition of this Order and for assistance in carrying out the terms of this Order and all such courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, 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. In particular, the Receiver shall be authorized as a foreign representative of the Debtors to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended, if required.

33. THIS COURT ORDERS that the Applicants shall have their costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than two (2) clear business days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
35. THIS COURT ORDERS that endorsement of this Order by counsel appearing on this application, other than counsel for the Applicants, is hereby dispensed with.

BY THE COURT

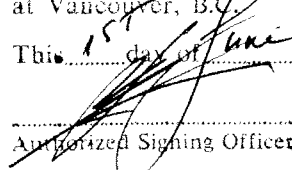
DISTRICT REGISTRAR

APPROVED BY:

  
Counsel for the Applicants Whitebox Advisors  
LLC, GMP Investment Management LP,  
Sandleman Partners LP and VR Global  
Partners LP

Certified a true copy according to  
the records of the Supreme Court  
at Vancouver, B.C.

This 15<sup>th</sup> day of June, 2005

  
Authorized Signing Officer

## SCHEDULE "A"

(List of Counsel)

COUNSEL APPEARING	REPRESENTING
Jay Swartz, Matthew Gottlieb and Shelley C. Fitzpatrick	Whitebox Advisors LLC, GMP Investment Management LP, Sandleman Partners LP and VR Global Partners LP
Colin Brousson	Redcorp Ventures Ltd. and Redfern Resources Ltd.
Kibben Jackson	The Monitor, KPMG Inc.
E. Jane Milton, Q.C.	Directors and Officers of Redcorp. Ventures Ltd. and Redfern Resources Ltd.
David J. Hatter	Her Majesty the Queen in right of the Province of British Columbia
Donnaree Nygard	Attorney General of Canada
David Mckenzie	Arctic Const. Ltd.
Sharon Urquhart	Sundial Marine Construction and Repair, Inc.
J. Cam McKechnie	Canron Western Constructors Ltd. & Klohn Crippen Berger Ltd.
Cindy Cheuk	Procon Mining and Tunnelling Ltd.

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**ORDER**

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DAVIES WARD PHILLIPS AND VINEBERG LLP

Barristers & Solicitors

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