



S-236214

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

1392752 B.C. LTD.

**PETITIONER**

**AND:**

SKEENA SAWMILLS LTD.  
SKEENA BIOENERGY LTD.  
ROC HOLDINGS LTD.

**RESPONDENTS**

**PETITION TO THE COURT**

**ON NOTICE TO:**

Skeena Sawmills Ltd. c/o 1518 – 1030 West Georgia Street Vancouver B.C.	Skeena Bioenergy Ltd. c/o 1518 – 1030 West Georgia Street Vancouver B.C.	ROC Holdings Ltd. c/o 1518 – 1030 West Georgia Street Vancouver B.C.	Those creditors with security interests registered in the British Columbia Personal Property Security Registry, as listed on the attached <b>Schedule “B”</b>
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**This proceeding is brought for the relief set out in Part 1 below, by:**

**[X]                    the person named as Petitioner in the style of proceedings above:  
1392752 B.C. Ltd. (the “Petitioner”)**

**If you intend to respond to this action, you or your lawyer must**

- (a)     file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and**
- (b)     serve on the Petitioner**
  - (i)     2 copies of the filed response to petition, and**
  - (ii)    2 copies of each filed affidavit on which you intend to rely at the hearing.**

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.**

**Time for Response to Petition**

A response to petition must be filed and served on the Petitioner

- (c) if you were served with the petition anywhere within Canada, within 21 days after that service,
- (d) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (e) if you were served with the petition anywhere else, within 49 days after that service,
- (f) if the time for response has been set by order of the court, within that time.

<b>(1)</b>	<b>The address of the registry is:</b> 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1
<b>(2)</b>	<b>The ADDRESS FOR SERVICE of the Petitioner(s) is:</b> Lawson Lundell LLP Barristers & Solicitors 925 West Georgia Street, Suite 1600 Cathedral Place Vancouver BC V6C 3L2  Attention: Bryan C. Gibbons  Fax number for service (if any): 604-669-1620 Email for service (if any): bgibbons@lawsonlundell.com
<b>(3)</b>	<b>The name and office address of the Petitioner's solicitor is:</b> Bryan C. Gibbons Lawson Lundell LLP Barristers & Solicitors 925 West Georgia Street, Suite 1600 Cathedral Place Vancouver BC V6C 3L2

## CLAIM OF THE PETITIONER

### Part 1: ORDER(S) SOUGHT

1. An Order substantially in the form attached as **Schedule “A”**:
  - (a) appointing Alvarez & Marsal Canada Inc. (the “**Receiver**”) as receiver and manager over all property of the Respondents, Skeena Sawmills Ltd., Skeena Bioenergy Ltd. and ROC Holdings Ltd. (collectively, the “**Skeena Entities**” and each a “**Skeena Entity**”), for the purpose of the sale and distribution of proceeds thereof; and
  - (b) if necessary, abridging the period for notice pursuant to Rule 22-4 of the *Supreme Court Civil Rules*.
2. Such further and other relief as counsel may advise and this Court deems to be just and appropriate in the circumstances.

### Part 2: FACTUAL BASIS

#### The Relationship Between the Lender and the Skeena Entities

3. The Skeena Entities are related parties. Skeena Sawmills Ltd. (“**Sawmills**”) has operated a sawmill in Terrace, British Columbia (the “**City**”), and has been engaged in, among other things, sawmilling and chipping. Its main product lines have included high-quality logs, pacific coast hemlock timber and lumber, pulp chips and residual fibres.
4. Skeena Bioenergy Ltd. (“**Bioenergy**”) has operated a pellet plant utilizing the residual fibres from Sawmills to produce and sell wood pellets for both industrial and residential heating. ROC Holdings Ltd. (“**ROC**”) is the owner of the real property from which Sawmills and Bioenergy have operated. The head office for the Skeena Entities is located in Vancouver B.C.
5. The Petitioner, 1392752 B.C. Ltd. (the “**Lender**”) is also related to the Skeena Entities. Specifically, the Lender and the Skeena Entities are controlled by Xiao Peng Cui and Shenwei Wu (the “**Shareholders**”), who acquired the Skeena Entities approximately 12 years ago. Since that time, the Shareholders have been the beneficial shareholders of the Skeena Entities and the Lender.
6. Since the Shareholders’ acquisition of the Skeena Entities, the Skeena Entities have suffered perennial financial losses, which, historically, were funded by unsecured loans provided by the Shareholders (the “**Shareholder Loans**”). Ultimately, the Shareholders assigned the Shareholder Loans to the Lender.

#### The Indebtedness owing to the Lender

7. As set out in the Forbearance Agreement (as defined below), as at January 31, 2023, the Skeena Entities were indebted to the Lender pursuant to the Shareholder Loans in the amount of \$135,596,000 (the “**Indebtedness**”), payable on demand, as follows:

<b>Borrower</b>	<b>Principal Amount</b>
Skeena Sawmills Ltd.	\$109,118,000
Skeena Bioenergy Ltd.	\$15,592,000
ROC Holdings Ltd.	\$10,886,000
<b>Total</b>	<b>\$135,596,000</b>

### **The January 2023 Demands**

8. As a result of the Lender's concerns respecting the Skeena Entities' debt load, ongoing operating losses and cash flow deficits, the Lender determined that it was not in a position to maintain the status quo and, through its solicitors, issued formal demand for payment of the Indebtedness on the Skeena Entities on January 26, 2023 (the "**January 2023 Demands**").

### **The Forbearance Agreement and Request for Further Advances**

9. Notwithstanding the January 2023 Demands, the Skeena Entities requested further advances from the Lender for working capital needs. As a result of the Skeena Entities' perennial financial losses, the Lender was not willing to provide further unsecured advances, but rather, agreed to provide further advances in the form of secured loans.
10. Accordingly, at the Skeena Entities' request, the Lender and the Skeena Entities entered into a forbearance agreement (the "**Forbearance Agreement**") dated January 31, 2023, whereby the Lender agreed to forbear from taking steps to recover the Indebtedness and to make further advances to cover the Skeena Entities' working capital needs, on the condition that the Skeena Entities provide security for the Indebtedness and all further advances.
11. Pursuant to the Forbearance Agreement, the Lender provided further advances (the "**Further Advances**") in the approximate amount of \$7.6 million to Sawmills, as evidenced by grid promissory notes (the "**Promissory Notes**") executed by Sawmills in favour of the Lender dated January 31, 2023 and May 31, 2023, respectively. The Further Advances are payable on demand and bear interest at 5% for advances through April 2023 and 8% per annum for advances from May 2023 and onwards.
12. Accordingly, as at the date of this Petition, the Indebtedness plus the Further Advances totals approximately \$143,000,000.

### **The Guarantee and the Security**

13. Pursuant to the Forbearance Agreement, each Skeena Entity jointly and severally guaranteed each Shareholder Loan to the other Skeena Entities pursuant to a guarantee (the "**Guarantee**") dated January 31, 2023.

14. The Indebtedness and the Further Advances are secured by the following:
- (a) all-indebtedness mortgage and assignment of rents (the “**Mortgage**”) granted to the Lender by ROC, registered in the Victoria Land Title Office under registration nos. CB458433 and CB458434, charging the lands (the “**Lands**”) legally described as:
    - (i) PID: 011-691-051  
Lot B District Lot 616 Range 5 Coast District Plan 3986;
    - (ii) PID: 011-691-042  
Lot A District Lot 616 Range 5 Coast District Plan 3986, Except Plan PRP47978;
    - (iii) PID: 030-631-700  
Lot A District Lots 616 and 1745 Range 5 Coast District Plan EPP78423;
    - (iv) PID: 011-768-398  
Lot 3 District Lot 616 Range 5 Cost District Plan 3700; and
    - (v) PID: 009-426-833  
District Lot 1398 Range 5 Coast District Except Plan 11735;
  - (b) General Assignment of Leases and Rents (the “**Assignment**”) dated January 31, 2023, granted to the Lender by ROC; and
  - (c) General Security Agreements (the “**GSAs**” and together with the Assignment and the Mortgage, the “**Security Documents**”), each dated January 31, 2023, granted to the Lender by each of the Skeena Entities, registered in the British Columbia Personal Property Registry (the “**PPR**”) under base registration numbers 294186P, 294187P and 294189P, respectively.

#### **Additional Creditors**

15. Currently, Sawmills and Bioenergy combined have in excess of 200 creditors of which there are 14 secured creditors with various registered interests against the Skeena Entities in the PPR, exclusive of the Lender. The parties listed at **Schedule “B”** attached hereto are creditors with security interests registered in the PPR with respect to Sawmills and Bioenergy.
16. Exclusive of any inter company loans among the Skeena Entities and the Indebtedness owing to the Lender, Sawmills and Bioenergy’s liabilities, as at August 31, 2023, total approximately \$17.6 million and \$4.2 million, respectively, for a cumulative total of approximately \$22 million.

#### **The Skeena Entities’ Financial Difficulties**

17. As a result of high operating costs, lack of consistent funding, weak lumber markets and an inability to access economically viable fibre, Sawmills closed its log scale in January 2023 and ceased operations in February 2023. Sawmills re-commenced its operations in May 2023, but ceased operations again at the end of June 2023.

18. Similarly, as a result of high manufacturing costs during the winter, Bioenergy ceased operations in January 2023 and re-commenced operations in June 2023. Due to the lack of fibre supplies available resulting from Sawmills' closure in May, 2023, Bioenergy again ceased operations in July 2023. Presently, neither Sawmills nor Bioenergy are operational.

### **Employees**

19. As of September 5, 2023, the Skeena Entities employed approximately 60 individuals, compared to approximately 190 employees during the Skeena Entities' 2021 fiscal year. Following layoffs on September 6, 2023, only 15 employees remain employed with the Skeena Entities. This skeleton staff is required for functions such as plant security, accounting, and human resource functions.

### **Cash Flow**

20. The Skeena Entities are currently out of funds and, as at September 7, 2023, Sawmills' bank account was in overdraft. In addition, minimal accounts receivable collection is anticipated in the coming weeks.

### **Defaults under the Security Documents and the Forbearance Agreement**

21. In addition to the Skeena Entities' financial difficulties outlined above, the Skeena Entities are also in default of their obligations pursuant to the Security Documents and the Forbearance Agreement, as follows.

#### ***Relevant Default Provisions in the Security Documents and the Forbearance Agreement***

22. Pursuant to section 16.1 of the GSAs, it is an event of default if the Skeena Entities fail to pay their debts generally as they become due or if the Lender in good faith and on commercially reasonable grounds believes that the prospect of payment or performance of the Skeena Entities' obligations pursuant to the GSAs is impaired, or if any of the Collateral (as defined in the GSAs) may be placed in jeopardy.

23. Section 3 of the Mortgage states:

*Payment of Taxes. The Mortgagor shall promptly pay all Taxes as they become due and, within one month after the date fixed for the payment of the last instalment of Taxes each year, shall deliver to the Mortgagee a receipted tax bill showing payment in full [...]*

24. Section 8.1 of the Forbearance Agreement states that it is an event of default under the Forbearance Agreement if:

*(b) Any encumbrances or creditor of a Borrower [...] takes steps to realize upon, any property or asset of a Borrower including a distress, execution, garnishing order, foreclosure, forfeiture, registration of builders' lien, or other such charge, or any similar process levied or enforced [...]*

*[...]*

*(d) Any of the Skeena Entities' assets is subject to distress or seizure, or a judgment or order is enforced or becomes enforceable against any of their assets.*

### ***Events of Default***

25. Each of the following represents an event of default pursuant to the Security Documents or the Forbearance Agreement.

### **Liens and Charges Registered against Sawmills**

26. Since January 2023, the following contractors have registered contractor liens and contractor charges in the PPR against Sawmills pursuant to the British Columbia *Forest Act* and *Forestry Providers Protection Act*:
- (a) Deuce Creek Contracting Ltd.;
  - (b) Infinity West Enterprises Inc.; and
  - (c) Antler Creek Contracting Ltd.
27. Although technically not a default under the Forbearance Agreement, the Provincial Crown registered a Crown Charge pursuant to the *Forest Act* in the PPR, charging all of Sawmills' timber, lumber, veneer, plywood, pulp, newsprint, special forest products and wood residue plus all other chattels, on account of stumpage arrears owing to the Crown. These arrears currently total approximate \$1.1 million.

### **Liens and Charges registered against Bioenergy**

28. Stardust Contracting Ltd. registered a charge in the PPR against all present and after-acquired personal property of Bioenergy as a result of non-payment and pursuant to the *Forestry Service Providers Protection Act*

### **Timber Baron Garnishing Order**

29. On August 1, 2023, Timber Baron Contracting Ltd. ("**Timber Baron**") filed a Notice of Civil Claim against Sawmills in the Supreme Court of British Columbia, Terrace Registry, alleging that Sawmills failed to make agreed upon payments pursuant to a Mediation Agreement and seeking judgment against Sawmills in the amount of \$491,331.09.
30. On August 3, 2023, Timber Baron obtained a Garnishing Order Before Judgment against Sawmills as defendant and Trans-Pacific Trading Ltd., as garnishee.

### **Canzus Consulting Notice of Civil Claim**

31. On September 1, 2023, Canzus Consulting Ltd. filed a Notice of Civil Claim against Sawmills in the Supreme Court of British Columbia, Vancouver Registry, alleging that Sawmills failed to make agreed upon payments pursuant to a Consulting Agreement and seeking damages against Sawmills in the amount of \$300,000.

### **Failure to Pay Property Taxes**

32. ROC is in arrears with respect to property taxes owing on account of the Lands for the 2021 through 2023 tax years totalling almost \$1.8 million. On August 1, 2023, the City issued demand upon ROC, advising that if unpaid 2021 taxes plus penalties and interest in the aggregate amount of \$597,631.42 were not paid by September 6, 2023, the City will initiate a tax sale of the Lands.

### **Failure to Pay Gas Bill**

33. On September 1, 2023, Pacific Northern Gas Ltd. (“**Pacific Northern Gas**”) wrote to Bioenergy advising that, due to Bioenergy’s failure to pay its outstanding balance of \$180,246.96 to Pacific Northern Gas by August 16, 2023, Pacific Northern Gas would disconnect gas services if payment was not made by September 8, 2023. Pacific Northern Gas also advised that it would require a security deposit in the amount of \$630,000 to reinstate gas service if services were disconnected.

### **The September 2023 Demands**

34. As a result the Lender’s concerns respecting the Skeena Entities’ financial circumstances and the defaults under the Security Documents and the Forbearance Agreement, the Lender, through its solicitors, issued formal demands, together with statutory notices (the “**September 2023 Demands**”) pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”) on the Skeena Entities on September 5, 2023.
35. Upon receipt of the September 2023 Demands, the Skeena Entities delivered waivers (the “**Waivers**”) dated September 5, 2023 to the Lender’s solicitors, pursuant to which the Skeena Entities waived their rights to a 10-day notice period for enforcement of the Lender’s security under section 244 of the BIA.

### **Relevant Provisions in the Security Documents and the Forbearance Agreement**

36. Each of the Security Documents and the Forbearance Agreement contain the following provisions respecting the appointment of a Receiver:

(a) The Mortgage:

I. Appointment of a Receiver

1. *Appointment. Upon the occurrence of a Default, in addition to any other remedies available to the Mortgagee, the Mortgagee may be instrument in writing appoint a Receiver of all or any part of the Mortgaged Land [...] The Mortgagee may also apply to any court of competent jurisdiction for the Appointment of a Receiver.*

(b) The GSAs:

- 18.1. *Upon any default under this Agreement [...] the Secured Party may do any of the following:*



*(a) appoint by instrument a receiver, receiver and manager or receiver-manager of the Collateral, with or without bond as the Secured Party may determine, and from time to time in its absolute discretion remove such receiver and appoint another in its stead.*

(c) The Forbearance Agreement:

*8.3. In the event the Lender commences proceedings to enforce some or all of the Security [...] the Skeena Entities irrevocably consent to the appointment of a receiver or receiver/manager over any or all of the Skeena Entities' assets and undertakings charged by the Security, with power of sale in favour of such receiver or receiver/manager.*

### **The Need for Receivership**

37. The Lender, and historically, the Shareholders, have funded the Skeena Entities' losses to date, but the Lender has now lost confidence in the Skeena Entities' ability to repay the Indebtedness or otherwise satisfy their obligations to the Lender as a result of the Skeena Entities' current financial circumstances and defaults under the Security Documents and Forbearance Agreement, including, among other things:
- (a) the various contractor liens and charges registered against Sawmills and Bioenergy in the PPR;
  - (b) the Timber Baron Notice of Civil Claim and Garnishing Order;
  - (c) the Canzus Consulting Notice of Civil Claim;
  - (d) ROC's failure to pay property taxes to the City and the pending tax sale; and
  - (e) Bioenergy's failure to pay its gas bill and the imminent risk of gas services being disconnected.
38. In addition, the operating entities (Sawmills and Bioenergy) are out of funds with minimal accounts receivable collection anticipated in the coming weeks.
39. In the circumstances, the Lender has determined that the imminent appointment of the Receiver is necessary to:
- (a) protect and preserve the assets and undertakings of the Skeena Entities;
  - (b) prevent creditors from exercising various self-help remedies and avoid a multiplicity of debt claim proceedings; and
  - (c) pursue a transparent, orderly and timely sales process in order to maximize the value of the Skeena Entities' property for the distribution of proceeds thereof under the supervision of this Court.

### **Part 3: LEGAL BASIS**

#### **Jurisdiction to Grant the Requested Relief**

40. Section 39(1) of the *Law and Equity Act* R.S.B.C. 1996, c. 253 and section 243 of the BIA grant this Court jurisdiction to appoint the Receiver.

#### **The Test for Appointing a Receiver**

##### ***Section 39(1) of the Law and Equity Act***

41. Section 39(1) of the *Law and Equity Act* allows for the appointment of a receiver where it is “just or convenient” to do so.

##### ***Section 243 of the BIA***

42. In addition, section 243 of the BIA provides that this Court may appoint a receiver to do any or all of the following if it considers it “just and convenient” to do so:
- (a) *take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;*
  - (b) *exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or*
  - (c) *take any other action that the court considers advisable.*
43. This court as also previously held that there are a number of factors that figure into the determination of whether it is appropriate to appoint a receiver, including, among others:
- (a) whether irreparable harm might be caused if no order were made;
  - (b) the risk to the security holder taking into consideration the size of the debtor’s equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
  - (c) the preservation and protection of the property;
  - (d) the balance of convenience to the parties;
  - (e) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
  - (f) the consideration of whether a court appointment is necessary to enable the receiver to carry out its’ duties more efficiently;
  - (g) the cost to the parties;
  - (h) the likelihood of maximizing return to the parties; and

- (i) the goal of facilitating the duties of the receiver.

***Maple Trade Financing Inc. v. CY Oriental Holdings Ltd.*, 2009 B.C.S.C. 1527 [Maple Trade]; *Textron Financial Canada Limited v. Chetwynd Motels Ltd.*, 2010, B.C.S.C. 477**

44. In applying the above-noted factors, this Court has held that the right of a secured creditor to apply for a receiver under a security agreement holds considerable weight and is a “strong factor” in support of an application to appoint a receiver. In addition, the appointment of a receiver becomes a less extraordinary remedy in a situation where there has been default under a mortgage.

***Maple Trade at para 26; BCIMC Construction Fund Corporation et al. v. The Clover on Yonge Inc.*, 2020 ONSC 1953 at para 44.**

#### **It is Just and Convenient to Appoint a Receiver in the Circumstances**

45. An examination of these factors demonstrates that it is just and convenient to appoint the Receiver over all of the assets, undertakings and businesses of the Skeena Entities, including the Lands, and the proceeds thereof.
46. First, the Skeena Entities are in default of their obligations to the Lender pursuant to the Security Documents and the Forbearance Agreement and have provided express covenants agreeing to the appointment of a receiver in the event of default pursuant to the Security Documents and the Forbearance Agreement. There are no compelling commercial or other reasons why the Receiver should not be appointed.
47. Second, as set out in the Forbearance Agreement, the Skeena Entities have acknowledged the validity and enforceability of the Security Documents, have agreed that the Indebtedness is due and payable in full, and has waived any defences to any actions brought by the Lender to enforce or realize upon the Security Documents.
48. Third, there is significant prejudice to the Lender if a receiver is not appointed. In addition to being indebted to the Lender for approximately \$143,000,000, the Skeena Entities are liable to numerous creditors and have ceased operations. The Lender is exposed to the risk that, if a receiver is not imminently appointed, there will be erosion of the realizable value of the Skeena Entities’ assets, which will, in turn, erode the proceeds available to the Lender and other creditors.
49. Fourth, the Skeena Entities have ceased operations, are out of funds and are unable to meet their obligations as they become due. They have significant liabilities to their creditors and, as evidenced by the demands from Pacific Northern Gas and the City, are unable to maintain their utility connections or pay their property taxes. All claims are more efficiently dealt with in a single model insolvency proceeding, as opposed to a multiplicity of debt claim proceedings and/or creditors exercising self-help remedies. As a result, the balance of convenience favours the appointment of the Receiver in these circumstances.
50. Fifth, a court-appointment is necessary to enable the receiver to carry out its’ duties more efficiently and facilitate the receiver’s duties. If appointed, the Receiver will commence a

sales process under supervision of this Court, and any realization of the Skeena Entities' assets will require the Receiver to obtain approval and vesting orders from this Court.

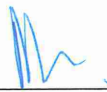
51. Lastly, while the receivership will come with additional costs, in the circumstances, the added cost is necessary to achieve the highest realizable value of the Skeena Entities' assets, including the Lands, for the benefit of all stakeholders.
52. For the foregoing reasons, the Lender submits that it is just and convenient that this Court appoint Alvarez and Marsal Canada Inc. as receiver and manager over all of the assets, undertakings and businesses of the Skeena Entities as they relate to the Skeena Entities' property, including the Lands, and the proceeds thereof, on the terms set out in the proposed Receivership Order.

**Part 4: MATERIAL TO BE RELIED ON**

53. Affidavit #1 of Xiao Peng Cui, a copy of which is filed and served herewith.

The Petitioner estimates that the hearing of the petition will take 30 minutes *[time estimate]*.

Dated this 8 day of September, 2023:

  
\_\_\_\_\_  
Counsel for the Petitioner  
Bryan C. Gibbons

***To be completed by the Court only:***

Order made

- ☐ in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this petition
- ☐ with the following variations and additional terms:

Dated: \_\_\_\_\_

Signature of ☐ Judge ☐ Master

**SCHEDULE "A"**

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

1392752 B.C. LTD.

PETITIONER

AND:

SKEENA SAWMILLS LTD.  
SKEENA BIOENERGY LTD.  
ROC HOLDINGS LTD.

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE

JUSTICE

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DD/MM/YEAR

ON THE APPLICATION of 1392752 B.C. Ltd. (the "**Lender**") for an Order pursuant to Section 243(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 Alvarez & Marsal Canada Inc. as Receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertaking and property, including real property, of Skeena Sawmills Ltd. Skeena Bioenergy Ltd. and ROC Holdings Ltd. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver British Columbia.

AND ON READING the Affidavit #1 of Xiao Peng Ciu, sworn September \_\_, 2023, and the consent of Alvarez & Marsal Canada Inc. to act as the Receiver; AND ON HEARING Bryan C. Gibbons, Counsel for the Lender and other counsel as listed on **Schedule "C"** hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

## SERVICE

1. The time for service of the Petition, Notice of Hearing and supporting materials is hereby abridged and deemed good and sufficient so that the application is properly returnable September \_\_, 2023.

## APPOINTMENT

2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, Alvarez and Marsal Canada Inc. is appointed Receiver, without security, of the Lands and all of the assets, undertakings and property of the Debtors, including real property and all proceeds (the “Property”).

## RECEIVER’S POWERS

3. 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) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
  - (b) to 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) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
  - (d) to 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 Receiver’s powers and duties, including, without limitation, those conferred by this Order;
  - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
  - (f) to 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;
  - (g) to settle, extend or compromise any indebtedness owing to the Debtors;

- (h) to 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) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to 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;
- (k) to 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;
- (l) to 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 \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$500,000 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 shall not be required;

- (m) to 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;
- (n) to 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to 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 Debtors;

- (q) to 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to 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.

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

- 4. 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.
- 5. 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.
- 6. 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 4, 5 or 6 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.
- 7. 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**

8. 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**

9. 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.

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

10. 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 Debtors 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, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

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

11. 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.

## CONTINUATION OF SERVICES

12. 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, and the Receiver shall be entitled to the continued use of the Debtors's 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 Debtors 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

13. 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 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 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

14. 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 Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including 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

15. 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 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. 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 (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.
17. 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 deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
18. 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.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 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**

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its 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

21. 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 Charge shall form a first 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.
22. 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.
23. 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 standard 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.

### FUNDING OF THE RECEIVERSHIP

24. 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, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) 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 in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. 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.
26. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
27. 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.

#### **ALLOCATION**

28. 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 and Receiver's Borrowings Charge amongst the Property.

#### **SERVICE AND NOTICE OF MATERIALS**

29. The Receiver shall establish and maintain a website in respect of these proceedings at: [WEB ADDRESS] (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.
30. 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 provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
31. The Receiver shall maintain a service list identifying all parties that have 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.
32. 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.

33. Notwithstanding paragraph 31 of this Order, service of the Petition 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.
34. 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 Debtors' 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*.

#### GENERAL

35. 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.
36. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
37. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
38. 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.
39. 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.
40. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided

by the Petitioner's 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.

41. Endorsement of this Order by counsel appearing on this application other than the Petitioner 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:

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Signature of Bryan C. Gibbons  
lawyer for 1392752 B.C. Ltd.

BY THE COURT

DISTRICT REGISTRAR

## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT

\$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc. the Receiver (the "**Receiver**") of all of the assets, undertakings and property of Skeena Sawmills Ltd., Skeena Bioenergy Ltd. and ROC Holdings Ltd.(the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Order**") made in SCBC Action No. \_\_\_\_\_ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$500,000 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 [daily] [monthly] not in advance on the \_\_\_\_\_ day of each month after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ 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 \_\_\_\_\_.
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 \_\_\_\_\_, 2023

ALVAREZ & MARSAL CANADA INC.  
solely in its capacity as Receiver of the  
Property, and not in its personal capacity

Per:  
Name:  
Title:

**Schedule "B"**

**Demand for Notice**

**TO:** [Name of Applicant]  
c/o [Name of Counsel to the Applicant]  
Attention:  
Email:

**AND TO:** **Alvarez & Marsal Canada Inc.**  
c/o [Name of Counsel to the Receiver]  
Attention:  
Email:

**Re: In the matter of the Receivership of Skeena Sawmills Ltd., Skeena Bioenergy Ltd.  
and ROC Holdings Ltd.**

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 facsimile, at the following facsimile number (or numbers):

\_\_\_\_\_

OR

3. By mail, at the following address:

\_\_\_\_\_

Name of Creditor: \_\_\_\_\_

Name of Counsel (if any): \_\_\_\_\_

Creditor's Contact Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Creditor's Contact Phone Number: \_\_\_\_\_

Action No. \_\_\_\_\_

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IN THE SUPREME COURT OF BRITISH  
COLUMBIA

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BETWEEN:

**[PLAINTIFF/PETITIONER]**

Plaintiff/Petitioner

- and -

**[DEFENDANT/RESPONDENT]**

Defendant/Respondent

AND:

Action No. \_\_\_\_\_

Estate No. \_\_\_\_\_

IN THE SUPREME COURT OF BRITISH  
COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
**[THE DEBTOR]**

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**B.C. MODEL RECEIVERSHIP ORDER VERSION**  
**NO. 3, \_\_\_\_\_, 2015**

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## SCHEDULE "B"

### Parties with Security Interests in the BC PPR

<b>CATERPILLAR FINANCIAL SERVICES LIMITED/LES SERVICES FINANCIERS CATERPILLAR LIMITEE</b> c/o Head Office 3457 Superior Court, Unit 2 Oakville, O.N. L6L 0C4	<b>CWB NATIONAL LEASING INC.</b> c/o Head Office 1525 Buffalo Place Winnipeg, M.B R3T 1L9
<b>MERIDIAN ONECAP CREDIT CORP.</b> c/o Head Office 3280 Bloor Street, West Centre Tower, 7 <sup>th</sup> Floor Toronto, O.N. M8X 2X3  <b>MERIDIAN ONECAP CREDIT CORP.</b> c/o Suite 1500, 4710 Kingsway Burnaby B.C. V5H 4M2	<b>STARDUST CONTRACTING LTD.</b> c/o Registered Office 330 – 500 Victoria Street Prince George, B.C. V2L 2J9  Attention: Brian Horning (BHorning@exceltransportaion.ca)
<b>THE BANK OF NOVA SCOTIA TRUST COMPANY / LA SOCIETE DE FIDUCIE BANQUE DE NOUVELLE-ECOSSE</b> c/o 10 Wright Boulevard Stratford, O.N. N5A 7X9  Attention: Alexandra Julianto (alexandra.julianto@scotiabank.com)	<b>DYNAMIC CAPITAL EQUIPMENT FINANCE INC.</b> c/o Head Office 2800 – 10060 Jasper Avenue Edmonton, A.B. T5J 3V9  Attention: Dustin White (dwhite@dynamic-capital.ca)
<b>DELTA CEDAR SPECIALTIES LTD.</b> 10104 River Road Delta, B.C. V4C 2R3  Attention: Glen Franke (gfranke@halosawmill.com)	<b>TIMBER BARON CONTRACTING LTD.</b> c/o DLA Piper (Canada) LLP Barristers & Solicitors Suite 2700 The Stack 1133 Melville Street Vancouver, B.C. V6E 4E5  Attention: Mike Thomson (mike@timberbaron.ca)

<b>HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA</b> c/o Warren Evans 1802 Douglas Street Victoria, B.C. V8T 2K6  Attention: Warren Evans (Warren.Evans@gov.bc.ca)	<b>DEUCE CREEK CONTRACTING LTD.</b> c/o Registered Office 200 – 4630 Lazelle Avenue Terrace, B.C. V8G 1S6  Attention: Aaron Croft (deucecreek@gmail.com)
<b>INFINITY WEST ENTERPRISES INC.</b> c/o Registered Office 304H – 19978 – 72 <sup>nd</sup> Avenue Langley, B.C V2Y 1R7  Attention: Gerry Edgecombe (gedgecombe@infinitywest.ca)	<b>ANTLER CREEK CONTRACTING LTD.</b> c/o 3550 Highway 16, East Thornhill, B.C. V8G 5J3  Attention: Geordie Munson (Geordie@antlercreek.ca)
<b>TIMBER TRACKS INC.</b> c/o Registered Office 100 – 299 Victoria Street Prince George, B.C. V2L 5B8	

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH  
COLUMBIA**

BETWEEN:

1392752 B.C. LTD.

PETITIONER

AND:

SKEENA SAWMILLS LTD.  
AND OTHERS

RESPONDENTS

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**PETITION TO THE COURT**

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Suite 1600 Cathedral Place  
925 West Georgia Street,  
Vancouver BC V6C 3L2  
Phone: 604-685-3456  
Attention: Bryan C. Gibbons