

S.C. No: 09-A0100  
Estate No: 11-1292335  
Estate No: 11-252902

**SUPREME COURT OF YUKON**

**IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LTD.**

**IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LIMITED PARTNERSHIP**

**AFFIDAVIT OF JON T. RUDOLPH  
(sworn December 15, 2009)**

I, Jon Tupper Rudolph, of the City of Whitehorse, in Yukon Territory, MAKE OATH  
AND SAY AS FOLLOWS:

1. I am the President of Golden Hill Ventures Ltd. and Golden Hill Ventures Limited Partnership (collectively, the "**Golden Hill Group**"), and as such have direct knowledge of the information deposed to in this affidavit, except where stated to be on information and belief, which information I believe to be true.
2. This affidavit is sworn by me in support of an application for an Order to, among other things, extend the time for each of the members of the Golden Hill Group to file a proposal to its creditors, in each case, for a period of 45 days after the expiry of the 30 day period provided for in Section 69 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**").

### **Background Information**

3. Each member of the Golden Hill Group lodged a Notice of Intention (the “**Notices of Intention**”) to make a proposal under and pursuant to Subsection 50.4(1) of the BIA. The Notices of Intention were filed with the Official Receiver (Superintendent of Bankruptcy) on November 25, 2009. Copies of the Notices of Intention are attached as Exhibit “A” to this affidavit.
4. The 30 day period within which the members of the Golden Hill Group were to file their proposals will expire later this month and it is not expected that either member of the Golden Hill Group will have filed a proposal by that expiry date.
5. The proposal trustee in these proceedings is RSM Richter Inc. (the “**Proposal Trustee**”), a licensed trustee, with offices in Montreal, Toronto and Calgary. Its Toronto and Calgary offices have been involved in this matter.
6. The Proposal Trustee is aware of the Golden Hill Group’s application and is in support of its application.

### **Ongoing Restructuring Efforts**

7. The Golden Hill Group is the largest construction company in the Yukon, and since 1980 has proven that it can obtain a significant share of the construction work available in the Yukon Territory.
8. Prior to obtaining significant new construction work, the Golden Hill Group must address its current financial circumstances, with a view (through successful proposals) to being in

the position of having a “fresh start” in 2010, and therefore being in a position to capitalize on the opportunities that become available.

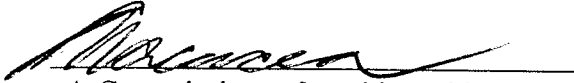
### **Need for the Requested Extension**

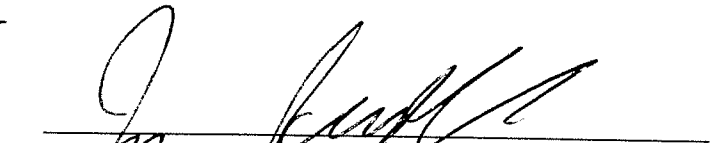
9. The Golden Hill Group filed the Notices of Intention as a response to a creditor’s demands on the Golden Hill Group. Due to steps taken by that creditor, the Golden Hill Group has also been distracted from formulating a proposal, and has not yet been able to complete a proposal or proposals.
10. The Golden Hill Group’s operations are generally dormant during the winter months. Attached as a schedule to the First Report of the Proposal Trustee is a cash flow that has been prepared by the Golden Hill Group in consultation with the Proposal Trustee demonstrating the fact that, apart from expenditures on account of office costs and insurance, the only other projected cash cost of the Golden Hill Group during the extension period will be on account of professional fees. Accordingly, in my view no creditor would be materially prejudiced by the granting of the requested extension.
11. On or about November 30, 2009 I received an appraisal from Ritchie Bros., Auctioneers (“**Ritchie Bros.**”), in respect of substantially all of the equipment of the Golden Hill Group. In its appraisal, Ritchie Bros. explained that “considering the geographic location(s) and climatic conditions that would have a significant impact on the preparation involved in conducting an auction sale, we would recommend planning a sale mid-summer 2010, in Whitehorse, YT.”
12. Based upon the above view of Ritchie Bros., I don’t believe that a liquidation of the equipment should proceed at this time, in any event, and that a sale of the equipment

during the winter months would result in significantly lower values from those that could be achieved in the summer months. Accordingly, the requested extension will not result in a decrease in the value of the collateral or prejudice any secured creditor's position.

13. The Golden Hill Group consented, on December 14, 2009, to an Order of this Court appointing an interim receiver under Section 47.1 of the BIA over certain property of the Golden Hill Group, the purchase of which was financed by GE Canada Equipment Financing G.P ("GE"). A copy of that Order is attached as Exhibit "B" to this affidavit. The Golden Hill Group's consent was based upon GE's agreement to take no further enforcement action against the Golden Hill Group prior to March 1, 2010, subject to certain exceptions. This will give the Golden Hill Group an opportunity to formulate a proposal for presentation to all of their creditors.
14. The Golden Hill Group has acted, and will continue to act, in good faith and with due diligence in its restructuring endeavours.
15. The nature of the proposals currently being considered include, among other things, a compromise with existing creditors to provide the Golden Hill Group with the opportunity to emerge from this restructuring as a going concern operation. In my view, given the Golden Hill Group's generally positive interaction with its creditors since filing the Notices of Intention, the Golden Hill Group will likely be able to make a viable proposal, or proposals, if the requested extension is granted.
16. The members of the Golden Hill Group respectfully request that they be given an extension of time to prepare and present a proposal, or proposals, to their creditors all in accordance with the BIA.

SWORN before me in the City of  
Whitehorse, in the Yukon Territory,  
this 15<sup>th</sup> day of December, 2009.

  
A Commissioner for taking affidavits

  
Jon Pupper Rudolph

FORM 33

Notice of Intention to Make a Proposal  
[Subsection 50.4(1)]

IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LIMITED PARTNERSHIP

TAKE NOTICE THAT:

1. Golden Hill Ventures Limited Partnership, an insolvent person, pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, intends to make a proposal to its creditors.
2. RSM RICHTER INC. of 200 King Street West, Suite 1900, Toronto, Ontario, a licensed trustee, has consented to act as trustee under the proposal and a copy of the consent is attached hereto.
3. A list of the names of the known creditors with claims amounting to \$250 or more and the amounts of their claims is attached.
4. Pursuant to Section 69 of the *Bankruptcy and Insolvency Act*, all proceedings against Golden Hill Ventures Limited Partnership are stayed as of the date of filing this notice with the Official Receiver in its locality.

DATED at Whitehorse, Yukon Territory, this 25th day of November, 2006

GOLDEN HILL VENTURES LIMITED  
PARTNERSHIP, by its General  
Partner Golden Hill Ventures Ltd.

Per:  
Name:  
Title:

*[Signature]*  
JOHN KENNEDY  
PRESIDENT

Filing Date: \_\_\_\_\_

(See attached Certificate)  
OFFICIAL RECEIVER

THIS IS EXHIBIT " A " REFERRED  
TO IN THE AFFIDAVIT OF Jon  
I. Rudolph  
SWORN BEFORE ME THIS 15 DAY OF  
December A.D. 09

*[Signature]*  
A NOTARY PUBLIC IN AND FOR THE  
YUKON TERRITORY.

DM:

To: 14169326200

11/26/2009 10:38

#919 P.002/002



Office of the Superintendent  
of Bankruptcy Canada

Bureau du surintendant  
des faillites Canada

An Agency of  
Industry Canada

Un organisme  
d'Industrie Canada

District of YUKON  
Division No. 25-Whitehorse  
Court No. 11-252902  
Estate No. 11-252902

In the Matter of the Notice of Intention  
to make a proposal of:

GOLDEN HILL VENTURES LIMITED PARTNERSHIP  
Insolvent Person

RSM RICHTER INC.  
Trustee

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Date of the Notice of Intention: November 25, 2009

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

IRENE B TURCOTTE

Official Receiver

#2000 - 300 W. Georgia St., Vancouver, BRITISH COLUMBIA, V6B 6E1, 604/688-5007

Canada

FORM 33

Notice of Intention to Make a Proposal  
[Subsection 50.4(1)]

IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LTD.

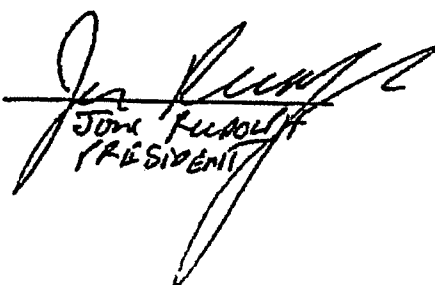
TAKE NOTICE THAT:

1. Golden Hill Ventures Ltd., an insolvent person, pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, intends to make a proposal to its creditors.
2. RSM RICHTER INC. of 200 King Street West, Suite 1900, Toronto, Ontario, a licensed trustee, has consented to act as trustee under the proposal and a copy of the consent is attached hereto.
3. A list of the names of the known creditors with claims amounting to \$250 or more and the amounts of their claims is attached.
4. Pursuant to Section 69 of the *Bankruptcy and Insolvency Act*, all proceedings against Golden Hill Ventures Ltd. are stayed as of the date of filing this notice with the Official Receiver in its locality.

DATED at Whitehorse, Yukon Territory, this 25th day of November, 2006

GOLDEN HILL VENTURES LTD.

Per:  
Name:  
Title:

  
Tom Rudolph  
PRESIDENT

Filing Date: \_\_\_\_\_

(see attached Certificate)  
OFFICIAL RECEIVER

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Office of the Superintendent  
of Bankruptcy Canada

Bureau du surintendant  
des faillites Canada

An Agency of  
Industry Canada

Un organisme  
d'Industrie Canada

District of Yukon  
Division No. 25 - Whitehorse  
Court No. 11-1292335  
Estate No. 11-1292335

In the Matter of the Notice of Intention to make a  
proposal of:

Golden Hill Ventures Ltd.  
Insolvent Person  
RSM RICHTER INC.  
Trustee

Date of the Notice of Intention: November 25, 2009

**CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL**  
**Subsection 50.4 (1)**

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

E-File/Dépôt Electronique

Date: November 26, 2009, 13:05

Official Receiver

#2000 - 300 W. Georgia St., Vancouver, British Columbia, Canada, V6B6E1, (604)666-5007

Canada

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Yukon Supreme Court No: 09-A0100  
Estate No. 11-252902

IN THE SUPREME COURT OF THE YUKON TERRITORY  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LTD.

IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LIMITED PARTNERSHIP

SUPREME COURT OF YUKON  
COUR SUPRÊME DU YUKON  
DEC 14 2009  
FILED / DÉPOSÉ

AND BETWEEN:

GE CANADA EQUIPMENT FINANCING G.P.

Applicant

-AND-

GOLDEN HILL VENTURES LTD. and GOLDEN HILL VENTURES LIMITED  
PARTNERSHIP

Respondents

**RECEIVERSHIP ORDER**

BEFORE THE HONOURABLE  
JUSTICE *L.F. Gower*

) At the Court Centre, in the City of Whitehorse,  
) in the Yukon Territory, on Monday, the 14th  
) day of December, 2009.

**THE APPLICATION** of GE Canada Equipment Financing G.P. ("GE") for an Order pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") appointing Deloitte & Touche Inc. as Receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of Golden Hill Ventures Limited and Golden Hill Ventures Limited Partnership (the "Debtor") listed in Schedule "B" attached hereto; **AND UPON READING** the Notice of Motion, Notice of Hearing and Requisition each respective filed December 9, 2009, and the Affidavit of Shankar Mazumdar sworn December 4, 2009, filed December 9, 2009; **AND ON HEARING** Counsel for GE; **AND ON READING** the consent of Deloitte & Touche Inc. to act as Receiver; **AND ON NOTING** the consent of Counsel to the Debtor to the within form of Order; **IT IS HEREBY ORDERED AND DECLARED THAT:**

THIS IS EXHIBIT "B" REFERRED  
TO IN THE AFFIDAVIT OF *Jon*  
*T. Rudolph*

SWORN BEFORE ME THIS 15 DAY OF  
December A.D. 09

*[Signature]*  
A NOTARY PUBLIC IN AND FOR THE  
YUKON TERRITORY.

## APPOINTMENT

1. THIS COURT ORDERS that pursuant to section 243 of the BIA, Deloitte & Touche Inc. is hereby appointed Receiver, without security, of those assets of the Debtor listed in Schedule "B" attached hereto, wherever situate, including all proceeds thereof (the "Property").

## RECEIVER'S POWERS

2. 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) 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 Debtor, for any purpose pursuant to this Order;
  - (e) undertake environmental or workers' health and safety assessments of the Property;
  - (f) 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 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;
  - (g) 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;
  - (h) 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 \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; 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 57(6) of the *Personal Property Security Act*, R.S.Y. 2002, c. 169 shall not be required;

- (i) 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;
- (j) 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;
- (k) register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (l) enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any Property owned or leased by the Debtor; and
- (m) take any steps reasonably incidental to the exercise of these powers and in 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 Debtor, and without interference from any other Person.

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

3. THIS COURT ORDERS that (i) the Debtor, (ii) all of the Debtor's 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.
4. 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 Property, 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, 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.
5. 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**

6. 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 DEBTOR OR THE PROPERTY**

7. THIS COURT ORDERS that no Proceeding against or in respect of 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 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**

8. THIS COURT ORDERS that all rights and remedies (including, without limitation, set-off rights) against 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

9. 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 Debtor with respect to the Property, 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 Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

**RECEIVER TO HOLD FUNDS**

10. 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 the sale or disposition of all or any of the Property 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.

**EMPLOYEES**

11. 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 the *Access to Information and Protection of Privacy Act*, R.S.Y. 2002, c. 1, 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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

12. 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 *Environment Act*, R.S.Y. 2002, c. 76 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**

13. THIS COURT ORDER 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**

14. 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 subject to the provisions of the BIA, as amended, 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 (the "Receiver's Charge").

15. 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 Yukon Territory and may be heard on a summary basis.
16. 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.

#### FUNDING OF THE RECEIVERSHIP


17. THIS COURT ORDERS that the Receiver be at liberty and it is hereby 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 of such borrowing does not exceed \$500,000.00 (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 hereby 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, subject to the provisions of the BIA, as amended, 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.
18. THIS COURT ORDERS that 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.
19. THIS COURT ORDERS that the Receiver is at liberty and 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.
20. THIS COURT ORDERS that 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**

21. 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 and Receiver's Borrowings Charge amongst the various assets comprising the Property.

**GENERAL**

22. 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.
23. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
24. THIS COURT REQUESTS the aid and recognition 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.
25. 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.
26. THIS COURT ORDERS that nothing contained here shall effect GE's ability to apply to vary, amend or expand this Order, or take any other action against the Debtor, on not less than two (2) clear business days' notice to the Receiver, the Debtor 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.
27. 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.




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J.C.S.C.Y.T.

D/ CLERK OF THE SUPREME COURT

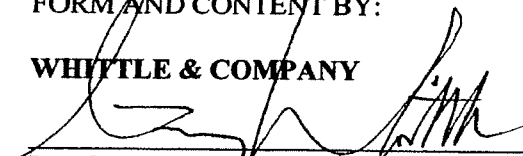
CONSENTED TO AND APPROVED AS TO  
FORM AND CONTENT BY:

**MacDONALD & COMPANY**

  
Per: Grant Macdonald, Q.C.  
Counsel for Golden Hill Ventures Ltd. &  
Golden Hill Ventures Limited Partnership

CONSENTED TO AND APPROVED AS TO  
FORM AND CONTENT BY:

**WHITTLE & COMPANY**

  
Per: Gary W. Whittle  
Counsel for GE Canada Equipment  
Financing Canada G.P.

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_  
AMOUNT \$ \_\_\_\_\_

THIS IS TO CERTIFY that Deloitte & Touche Inc., the Receiver (the "Receiver") of all of those assets of Golden Hill Ventures Ltd. and Golden Hill Ventures Limited Partnership listed in Schedule "B" to the Receivership Order (as hereinafter defined), appointed by Order of the Supreme Court of Yukon Territory (In Bankruptcy and Insolvency) (the "Court") dated the 14th day of December, 2009 (the "Receivership Order") made in Court No. 11-252902/Estate No. 11-252902 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 \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

1. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded \_\_\_\_\_ monthly not in advance on the last 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 Bank \_\_\_\_\_ from time to time.
2. 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 (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
3. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
4. 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.
5. 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.
6. 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 \_\_\_\_\_, 20\_\_.

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- 2 -

DELOITTE & TOUCHE INC., solely in its capacity as Receiver of the Property (as defined in the Receivership Order), and not in its personal capacity

Per: \_\_\_\_\_

Victor Kroeger, CA•CIRP, CFE  
Senior Vice President



GE Capital

## SCHEDULE "B"

## LIST OF ASSETS

(PAGE 1 OF 7)

No: 150010672371

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150010672371 executed at Whitehorse in the province of Yukon Territories, this 6th day of November 2007.

**EQUIPMENT**

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
1	769B	1969	Caterpillar Off Highway Truck	99F2058
1	14E	1972	Caterpillar Motor Grader	12K1887
1	769B	1973	Caterpillar Off Highway Truck	99F4124
1	D7F	1974	Caterpillar Crawler Tractor	92E2059
1	966C	1975	Caterpillar Wheel Loader	30K2247
1	475	1978	Michigan Wheel Loader	421G400-CAC
2	769C	1978	Caterpillar Off Highway Trucks	1X470 1X490
1	988B	1978	Caterpillar Wheel Loader	50W3175
1	769C	1978	Caterpillar Off Highway Truck	1X472
1	W900	1979	Kenworth Tandem Crane Truck	904618C
1	14G	1979	Caterpillar Motor Grader	96U3538
1	D8K	1979	Caterpillar Crawler Tractor	77V13745
1	245	1980	Caterpillar Hydraulic Excavator	95V875
1	773B	1979	Caterpillar Off Highway Truck	63W300
1	.	1980	Peterbilt Tandem Lube Truck	130904P
1	W900	1980	Kenworth Tandem Water Truck	908001C
1	W900	1980	Kenworth Tandem Fuel Truck	906827C
1	W900	1980	Kenworth Tandem Tractor	908241C
2	773B	1980	Caterpillar Off Highway Trucks	63W441 63W444
1	D6D	1980	Caterpillar Crawler Tractor	4X06743
3	631D	1980	Caterpillar Motor Scrapers	24W2854 24W2818 24W2814
1	235	1980	Caterpillar Hydraulic Excavator	32K02697

DRAFT ONLY



GE Capital

## SCHEDULE "B"

## LIST OF ASSETS

No: 150010672371

(PAGE 2 OF 7)

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150010672371 executed at Whitehorse in the province of Yukon Territories, this 6th day of November 2007.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
2	W900	1981	Kenworth Tandem Tractors	909193M 909192M
1	W900	1981	Kenworth Tandem Fuel Truck	909311M
1	631D	1981	Caterpillar Motor Scraper	24W03090
1	631D	1981	Caterpillar Water Wagon	24W03472
1	.	1981	Columbia 16 Wheel Lowboy Trailer	10171
1	980C	1981	Caterpillar Wheel Loader	63X03563
1	D9L	1982	Caterpillar Crawler Tractor	14Y01517
1	RT740	1982	Grove Rough Terrain Crane	50508
1	631D	1982	Caterpillar Motor Scraper	24W03478
1	D9L	1983	Caterpillar Crawler Tractor	14Y02417
1	D8L	1983	Caterpillar Crawler Tractor	53Y01922
1	631E	1986	Caterpillar Motor Scraper	1AB00678
1	966D	1987	Caterpillar Wheel Loader	94X05993
1	SP60-DD	1987	Ingersoll Rand Vibratory Compactor	5323-S
1	235 HD	1987	Caterpillar Hydraulic Excavator	4ED00381
1	D9N	1988	Caterpillar Crawler Tractor	1JD01032
2	773B	1988	Caterpillar Off Highway Trucks	63W02347 63W02349
1	T800	1988	Kenworth Tandem Tank Truck	1XKDDR9X3JS919818
1	D10N	1989	Caterpillar Crawler Tractor	2YD01185
1	SD-100D	1989	Ingersoll Rand Vibratory Compactor	6698-S
1	245B	1989	Caterpillar Hydraulic Excavator	6MF00132
1	773B	1989	Caterpillar Off Highway Truck	63W02854

DRAFT ONLY



GE Capital

## SCHEDULE "B"

## LIST OF ASSETS

No: 150010672371

(PAGE 3 OF 7)

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150010672371 executed at Whitehorse in the province of Yukon Territories, this 6th day of November 2007.

**EQUIPMENT**

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
1	WA600-1L	1990	Komatsu Wheel Loader	A10247
1	966E	1990	Caterpillar Wheel Loader	99Y07378
1	14G	1990	Caterpillar Motor Grader	96U08095
1	245B	1990	Caterpillar Mass Excavator	1SJ00767
1	.	1991	Aspen Single Axle Jeep	2A9JT3010MS037094
1	.	1991	Aspen Tandem Lowboy Trailer	2A9LB3022MS037095
1	.	1991	Aspen Single Axle Booster	2A9TD1011MS037096
1	D8N	1992	Caterpillar Crawler Tractor	97C06287
1	.	1992	Midland 36' Clam Dump Trailer	2C9B2S5C1NR018342
1	.	1992	Arnes' Tridem End Dump Trailer	2A9073730NA003607
1	L1000	1992	Letourneau Wheel Loader	1119
1	CS-563	1992	Caterpillar Vibratory Compactor	8XF00545
5	776B	1992	Caterpillar Off Highway Trucks	6JC00104 6JC00105 6JC00106 6JC00107 6JC00108
1	T800	1992	Kenworth Tandem Tractor	2XKDDDB9X2NM928635
1	.	1992	Midland Tandem Clam Dump Trailer	2M9B2S5C3NR018343
1	.	1992	Trail King Tandem Trombone Stepdeck	1TKB0482X4M081622
1	.	1993	Midland 36' Clam Dump Trailer	2M9B2S5C0PR018660
1	D10N	1993	Caterpillar Crawler Tractor	2YD02450
1	D9N	1993	Caterpillar Crawler Tractor	1JD03680
1	379	1993	Peterbilt Tandem Fuel Truck	1XP5DB9X5PD326660
1	EX400	1994	Hitachi Hydraulic Excavator	166-5044
1	.	1994	Midland Super "B" Clam Dump Lead	2M9B2S4D1RR018907

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GE Capital

## SCHEDULE "B"

## LIST OF ASSETS

(PAGE 4 OF 7)

No: 150010672371

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150010672371 executed at Whitehorse in the province of Yukon Territories, this 6th day of November 2007.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
1	.	1994	Midland Super "B" Class Dump Rear	2M9B2S4D3RR018908
1	.	1994	Midland Super "B" Class Dump Lead	2M9B2S4D5RR018909
1	.	1994	Midland Super "B" Class Dump Rear	2M9B2S4D2RR018910
1	SD150D	1994	Ingersol Rand Pro Pac Smooth Drum Vibratory Compactor	10384
1	EX200LC-3	1994	Hitachi Hydraulic Excavator	14C-80601
1	EX1100BE	1994	Hitachi Hydraulic Excavator	178-1120
1	EX200LC-3	1994	Hitachi Hydraulic Excavator	14C-78854
1	WA600	1991	Komatsu Wheel Loader	A10328
1	D10N	1995	Caterpillar Crawler Tractor	3SK00932
1	16G	1995	Caterpillar Motor Grader	93U03634
1	PC400LC	1995	Komatsu Hydraulic Excavator	A40220
1	.	1995	Aspen Single Axle Jeep	2A9JT3014SS037404
1	.	1995	Aspen Tridem Lowboy Trailer	2A9LB5531SS037409
1	.	1995	Aspen Single Axle Booster	2A9TD1019SS037408
1	T800	1996	Kenworth Tandem Tractor	1XKDD20X0TS944649
1	WA600-1	1996	Komatsu Wheel Loader	11460
1	T800B	1996	Kenworth Tandem Tractor	1XKDD20X9TS944648
1	.	1997	Arnes' Tridem End Dump Trailer	2A9073734VA003190
1	SD150D	1997	Ingersol Rand Pro Pac Smooth Drum Vibratory Compactor	146413
1	DML HP1050	1997	Ingersol Rand HR2 Rotary Blasthole Crawler Drill	7180
1	VN64	1997	Volvo Tandem Tractor	4V4WDBJH7VN736169
1	.	1997	Arnes' Tridem End Dump Trailer	2A9073736VA003188
1	SD150D	1998	Ingersol Rand Vibratory Compactor	152907

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GE Capital

## SCHEDULE "B"

## LIST OF ASSETS

No: 150010672371

(PAGE 5 OF 7)

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150010672371 executed at Whitehorse in the province of Yukon Territories, this 6th day of November 2007.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
1	.	1998	Alco Portable 80 Person Self Contained Camp Unit c/w	.
.	.	.	12' x 60' Sleeper	172164648
.	.	.	12' x 60' Sleeper	172164548
.	.	.	12' x 60' Kitchen	7-11220004
.	.	.	12' x 60' Washcar	82978
1	.	1998	Alco Portable 80 Person Self Contained Camp Unit c/w	.
.	.	.	12' x 60' Sleeper	15493449
.	.	.	12' x 60' Sleeper	15493447
.	.	.	12' x 60' Kitchen	KCF25282198
.	.	.	12' x 60' Washcar	15281622
.	.	.	12' x 60' Office	S019203077P
1	T800B	1998	Kenworth Tandem Tractor	1XKDD20XCWR950342
1	T800	1998	Kenworth Tandem Tractor	1XKDD20X8WR950341
1	.	1999	Manac 53' Tridem Trailer	2M5131614Y1068270
1	T800	2000	Kenworth Tandem Tractor	1XKDD60X8YR959535
1	D11R ECPS	2002	Caterpillar Crawler Tractor	7PZ00543
1	L330E	2005	Volvo Wheel Loader	L330EV62251
1	ZX800	2005	Hitachi Hydraulic Excavator	HCM17V00P00006381
1	ZX270LC	2005	Hitachi Hydraulic Excavator	ARV810174
1	T800B	2005	Kenworth Tandem Tractor	1XKDD40X65R979136
1	SD160D	2006	Ingersoll Rand Vibratory Compactor	185114
1	SD 160DX	2006	Ingersoll Rand Smooth Drum Vibratory Compactor	190983
2	3500	2000	Chevrolet Crewcab Pick-up Trucks	1GTGC33R2YF456303
.	3500	.	.	1GTGC33R9YF457156
1	14G	1987	Caterpillar Motor Grader c/w Ripper	96U07154
1	14G	1984	Caterpillar Motor Grader c/w Ripco Multi-Shank Ripper	96U06388
1	S1954	1985	International S/A Service Truck	1HTLDTVR8FHA36772
1	1854	1989	International 4 x 4 Service Truck	1HTLFTVR9KH649887

DRAFT ONLY

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GE Capital

**SCHEDULE "B"**

**LIST OF ASSETS**

**No: 150010672371**

**(PAGE 6 OF 7)**

**This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150010672371 executed at Whitehorse in the province of Yukon Territories, this 6th day of November 2007.**

**EQUIPMENT**

<b>UNITS</b>	<b>MODEL</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>SERIAL Nos.</b>
1	.	1985	Ester Tandem Clam Dump Trailer	2E940GC2XF9003168
1	.	1992	Midland Super "B" Clam Dump Lead Trailer	2M9B2S4D2NR018440
1	.	1992	Midland Super "B" Clam Dump Rear Trailer	2M9B2SSC3NR018441
1	.	1988	Aspen Tandem Scraper Dolly Trailer	2A9LB4022JA037030
1	.	2005	Advance Ag and Industrial Envirotank 75,000 Ltr Fuel Storage Tank	16845
1	FG45	1992	Toyota Forklift	FG45-10769

**Golden Hill Ventures Limited Partnership**

**GE Canada Equipment Financing G.P.**

**(CLIENT)**

**(LENDER)**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**SIGNATURE OF AUTHORIZED OFFICERS**

**TITLE**

**TITLE**

**SIGNATURE OF AUTHORIZED OFFICERS**

**TITLE**

**TITLE**

**GE 14133W E (12-95)**

**6/6**



GE Capital

**SCHEDULE "B"**

**LIST OF ASSETS**

**(PAGE 7 OF 7)**

**No: 150010672371**

This SCHEDULE A is an integral part of the EQUIPMENT SECURITY AGREEMENT No.1 executed at Whitehorse in the province of Yukon Territories, this 6th day of November 2007.

**EQUIPMENT**

<b><u>UNITS</u></b>	<b><u>MODEL</u></b>	<b><u>YEAR</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>SERIAL Nos.</u></b>
			One (1) 1979 Bell 206BIII Helicopter bearing Canadian Registration Mark C-GRFD and airframe manufacturer's serial number 2332, together with one (1) Rolls Royce model C20B engine bearing manufacturer's serial number CAE-830664 and any airframe replacing the foregoing airframe and any property substituted for any of the foregoing (collectively, the "Helicopter")	

36019 Yukon Inc.  
\_\_\_\_\_  
("CLIENT")

GE Canada Equipment Financing G.P.  
\_\_\_\_\_  
("SECURED PARTY")

By: \_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
TITLE

SIGNATURE OF AUTHORIZED OFFICERS TITLE

SIGNATURE OF AUTHORIZED OFFICERS TITLE

GE 14143W E (08-98)

1/1

1 2 3



Jon T. Rudolph, Affidavit #1  
Sworn this 15<sup>th</sup> day of December, 2009

S.C. No: 09-A0100  
Estate No: 11-1292335  
Estate No.:11-252902

## **SUPREME COURT OF YUKON**

**IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LTD.**

**IN THE MATTER OF THE PROPOSAL OF  
GOLDEN HILL VENTURES LIMITED PARTNERSHIP**

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### **AFFIDAVIT OF JON T. RUDOLPH**

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Grant Macdonald, Q.C.  
Macdonald & Company  
200 – 204 Lambert Street  
Whitehorse, YT Y1A 3T2  
Fax number for delivery: 867.667.7600  
Email address: gmacdonald@anton.yk.ca  
Telephone: 867.667.7885