

No. S-102120
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BEAR MOUNTAIN MASTER PARTNERSHIP, BEAR MOUNTAIN
DEVELOPMENT HOLDINGS LTD., 18 ON 18 DEVELOPMENTS LTD., BEAR
MOUNTAIN RESORT MANAGEMENT CORP., AND BEAR MOUNTAIN
DEVELOPMENTS CORPORATION

BETWEEN:

HSBC BANK CANADA

PETITIONER

AND:

**BEAR MOUNTAIN MASTER PARTNERSHIP
and those Respondents listed in Schedule "A"**

RESPONDENTS

ORDER

BEFORE THE HONOURABLE

THURSDAY, THE 22ND DAY

MR. JUSTICE MASUHARA

OF APRIL, 2010

THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING Robert Millar and Brent Lewis, counsel for the Petitioner, and those other counsel listed in **Schedule "B"** hereto; AND UPON READING the material filed, including the Monitor's Second Report to the Court dated April 19, 2010;

THIS COURT DECLARES AND ORDERS THAT:

1. The stay of proceedings provided for in the March 25, 2010 Order of this Court (the "**Initial Order**") is hereby extended until 11:59 p.m. (Vancouver time) on May 20, 2010, subject to further Order of this Court.

Solicitation and Proof of Claims Process

2. That for the purposes of this Order, in addition to other definitions contained in this Order, the following terms shall have the following meanings:

"Claim" means a claim for an amount alleged by a person to be owed to it by any of the Bear Mountain Master Partnership, Bear Mountain Development Holdings Ltd., 18 on 18 Developments Ltd. and Bear Mountain Resort Management Corp. (collectively, the "**Bear Mountain Respondents**"), or a claim in relation to any obligation, enforceable right, duty or liability, contingent, accrued, vested or otherwise, (including any claim whether contingent or accrued on behalf of Her Majesty the Queen in right of the Dominion of Canada or any Province or any municipality) against any of the Bear Mountain Respondents which was in existence in whole or in part as of the date of the Initial Order, including any claim in relation to any liability, loss or damage arising from any such claim after the date of the Initial Order, or any cause of action against any of the Bear Mountain Respondents or their assets and property calculated either as at the date of the Initial Order, or, in the case of claims under executory contracts arising subsequent to the date of the Initial Order as a result of the termination of such contracts in accordance with an order of the Court, as at the date of such termination, and without limiting the generality of the foregoing, a claim that would be provable under the Bankruptcy and Insolvency Act, provided that a Claim shall not include interest for the period subsequent to the date of the Initial Order.

"Creditor" means any person having a Claim.

3 As soon as practicable, and in any event by no later than April 27, 2010, the Monitor shall, in the manner prescribed in this Order, initiate a process to have Creditors of the Bear Mountain Respondents prove their Claims and to send or deliver to each Creditor of the Bear Mountain Respondents known to the Monitor, including any counterparties to executory contracts terminated by the Bear Mountain Respondents during these proceedings, the following documents:

- (a) a letter to Creditors in substantially the form attached hereto as **Schedule "C"** hereto (the "**Claim Letter**");
- (b) a copy of this Order; and
- (c) a proof of claim form in substantially the form attached hereto as **Schedule "D"** along with completion instructions (together, the "**Proof of Claim**").

The above-mentioned documents are hereafter referred to as the "**Claims Package**".

4 On or before April 29th, 2010, the Monitor will publish a Notice to Creditors in substantially the form attached hereto as **Schedule "E"** in one edition of each of the Vancouver Sun and the Victoria Times Colonist.

5 The Claim of any Creditor of the Bear Mountain Respondents that does not file its Proof of Claim with the Monitor in accordance with the instructions set forth in the Claims Package on or before 4:00 p.m. on May 28, 2010 (the "**Claims Bar Date**"), or such later date as the Monitor may agree in writing or this Court may otherwise order, shall be forever barred and extinguished and such Creditor will thereafter be estopped from asserting any Claim against the Bear Mountain Respondents.

6 The Monitor is hereby authorized and directed to use its reasonable discretion as to the adequacy of the compliance as to the manner in which any Proof of Claim is completed or delivered, and may, where it is satisfied a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion

and delivery of such Proof of Claim upon reasonable explanation being provided to the Monitor as to why the terms of this Order have not been strictly complied with.

7. If, after reviewing a Proof of Claim, the Bear Mountain Respondents, and/or the Monitor decide to disallow all or any portion of the Claim as asserted in the Proof of Claim, then the Monitor will send notification of any such disallowance to such Creditor in substantially the form attached hereto as **Schedule "F" (a "Notice of Revision or Disallowance")** by way of facsimile and/or email.
8. If a Creditor receiving a Notice of Revision or Disallowance wishes to object to the Notice of Revision or Disallowance, that claimant must:
 - (a) within fourteen (14) days of the date of delivery of the Notice of Revision or Disallowance, deliver to the Monitor written notice of its objection to the Notice of Revision or Disallowance in substantially the form attached hereto as **Schedule "G" (a "Notice of Dispute")**; and
 - (b) within twenty-one (21) days of the date of delivery of the Notice of Revision or Disallowance, serve on legal counsel for the Monitor a Notice of Motion, returnable in this Court, along with all supporting affidavit materials, seeking to determine the validity of that portion of the Creditor's Claim that was disallowed by the Monitor, the hearing of any such Notice of Motion to be on a date agreed upon by the claimant and counsel for the Monitor or such other date as this Court may order.
9. A Creditor and the Monitor may resolve a disputed Claim by agreement or on application to this Court in accordance with the immediately preceding paragraph.

Subsequent Termination of Executory Contracts

10. If, after the date of this Order, the Bear Mountain Respondents terminate an executory contract in accordance with the terms of the Initial Order of this Court, the Monitor shall within seven (7) days of such termination deliver to the counterparty to such

executory contract (each a "**Terminated Contract Creditor**") a letter in substantially the form attached as **Schedule "H"** hereto (the "**Terminated Contract Claims Letter**") and the Claims Package (together, the "**Terminated Contracts Claims Package**") with such amendments to the Proof of Claim and accompanying instructions as are deemed appropriate by the Monitor, including to reference the appropriate deadline for such Terminated Contract Creditor to file a Proof of Claim.

11. In order to prove its Claim, if any, a Terminated Contract Creditor must file its Proof of Claim with the Monitor in accordance with the instructions set forth in the Terminated Contract Claims Letter by 4:00 p.m. on that day which is fourteen (14) days after the termination of the executory contract is effective (being 30 days after delivery of notice of repudiation by the Bear Mountain Respondents or such other date as the Court may order if the Terminated Contract Creditor objects to such repudiation), which date is hereafter referred to as the "**Terminated Contract Claims Bar Date**".
12. The Claim of a Terminated Contract Creditor that does not file its Proof of Claim by the Terminated Contracts Claims Bar Date shall be forever barred and extinguished and such Terminated Contract Creditor will thereafter be estopped from asserting any Claim against the Bear Mountain Respondents.
13. If, after reviewing a Proof of Claim of a Terminated Contract Creditor, the Bear Mountain Respondents and/or the Monitor decide to disallow all or any portion of the Claim as asserted in the Proof of Claim, the Monitor must send a Notice of Revision or Disallowance to such Terminated Contract Creditor by way of facsimile and/or email.
14. The provisions of paragraphs 8 and 9 of this Order shall apply, mutatis mutandis, to any Terminated Contract Creditor receiving a Notice of Revision or Disallowance.

Notice Provisions

15. The Monitor may deliver to Creditors any materials to be sent pursuant to this Order, including without limitation the Claims Package, the Terminated Contracts Claims Package and any Notices of Revision or Disallowance, by ordinary mail, personal delivery, facsimile, email or other electronic means, or any combination thereof, as determined by the Monitor in its sole discretion.
16. Provided the delivery of any materials to be sent to Creditors pursuant to this Order is done in accordance with the preceding paragraph, such delivery shall constitute good and sufficient service of such materials, including without limitation notice of the Claims Bar Date or the Terminated Contracts Claims Bar Date, upon all creditors or others and no other form of service need be made on such persons.
17. The accidental omission by the Monitor to deliver any of the materials to, or the non-receipt of such materials by, one or more of the creditors shall not invalidate the Proof of Claims process.
18. If, after the date of initial distribution of any materials, the Bear Mountain Respondents or the Monitor become aware of any further Claims of persons not currently known to be Creditors, the Monitor shall forthwith thereafter distribute copies of all relevant materials to such persons, but the entitlement of each such person to receive notice is abridged to the date such materials are distributed to such person, unless otherwise ordered by this Court.
19. If there is a bankruptcy of the Bear Mountain Respondents, or any of them, then the claims process (the "Claims Process") set out in paragraphs 2 to 14 of this Order shall apply to such bankruptcy or bankruptcies without the necessity for the trustee in such bankruptcy or bankruptcies to conduct a further claims process in accordance with the provisions of the Bankruptcy and Insolvency Act and the validity and quantum of all Claims proven in accordance with the Claims Process shall, without the need for any

further filings or other acts by such creditors, be deemed to be claims proved in such bankruptcy or bankruptcies.

- 20. The provisions of paragraph 19 hereof and the Claims Process set out in this Order shall not constitute a bar to including any other person as a creditor of a Bear Mountain Respondent at the time of any proceedings brought under the Bankruptcy and Insolvency Act.


- 21. The need for endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioner, is hereby dispensed with.

BY THE COURT



Dist DISTRICT REGISTRAR

APPROVED AS TO FORM:



Counsel for the Petitioner

Schedule "A"

BEAR MOUNTAIN DEVELOPMENT HOLDINGS LTD.

18 ON 18 DEVELOPMENTS LTD.

BEAR MOUNTAIN RESORT MANAGEMENT CORP.

391043 ALBERTA LTD. as trustee of the VERNON FAMILY TRUST

KORY LES RASMUS GRONNESTAD as trustee of the GRONNESTAD FAMILY TRUST

LEONARD GREIG BARRIE as trustee of the BARRIE FAMILY TRUST

624583 BC LTD.

BEAR MOUNTAIN DEVELOPMENTS CORPORATION as trustee of BEAR MOUNTAIN REALTY FUND

VULPINE ENTERPRISES LTD.

JACKSON PENNEY

AFRT BEAR MOUNTAIN INVESTMENT CORP.

WILDHORSE MANAGEMENT LTD.

670513 BC LTD.

GRAPPLER DEVELOPMENT LTD.

SCHEDULE "B"

(List of Counsel)

Name	Party
Stephanie A. Jackson	Superintendent of Real Estate
Colin Emslie	PWC (Monitor)
Alan Frydenlund	Romspan Mortgage Corp.
Jane Milton	Bear Mountain Master Partnership
Kirat Khalsa	Canada Revenue Agency
Robert Millar / Brent Lewis	Petitioner (HSBC)
K. Lenz (C/Call)	L. Barrie (Family Trust)

[PRICEWATERHOUSE COOPERS INC. LETTERHEAD]

April, c1, 1, 2010

To: All Creditors of Bear Mountain Master Partnership, Bear Mountain Development Holdings Ltd., 18 on 18 Developments Ltd. and Bear Mountain Resort Management Corp. (collectively, the "Companies")

Dear Sirs/Mesdames:

**Re: *In the Matter of a Plan of Compromise or Arrangement of Bear Mountain Master Partnership et*
B.C.S.C. Action No. S102120, Vancouver Registry (the "Proceedings")**

On April 22, 2010, an order was made in the Proceedings by the Supreme Court of British Columbia (the "Court Order") under the *Companies' Creditors Arrangement Act* establishing the procedure pursuant to which creditors may prove their claims, if any, against the Companies.

In accordance with the Court Order, we enclose herewith the following documents for delivery to you:

- a copy of the Court Order itself;
- a copy of the Second Report of the Monitor dated April 19, 2010;
- a Proof of Claim form; and
- instructions as to how to complete the Proof of Claim form.

Any creditor that wishes to prove their claim against one or more of the Companies and vote upon and receive any distribution pursuant to any plan of arrangement filed in respect of the Companies must complete and return the enclosed Proof of Claim to the Monitor, PricewaterhouseCoopers Inc., by no later than 4:00 p.m. on May 28, 2010 (the "Claims Bar Date").

The failure by a creditor to properly complete and return a Proof of Claim in the form attached by the Claims Bar Date may result in that creditor not being entitled to vote upon any plan of arrangement filed in respect of the Companies and its claim being extinguished without any entitlement to receive any distribution under any plan of arrangement filed in respect of the Companies or any other form of compensation.

Additional information is available on the Monitor's web page at:

www.pwc.com/car-bearmountain

If you have any questions, please feel free to contact Patricia Marshall at 604-806-7717.

Yours truly,

PricewaterhouseCoopers Inc.

BEAR MOUNTAIN MASTER PARTNERSHIP
BEAR MOUNTAIN DEVELOPMENT HOLDINGS LTD.
18 ON 18 DEVELOPMENTS LTD.

and

BEAR MOUNTAIN RESORT MANAGEMENT CORP.

(each a "Company" and together, the "Companies")

CREDITORS' PROOF OF CLAIM

PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT

Please read carefully the instructions accompanying this Proof of Claim. Please print legibly.

Full Name of Creditor:

(the "Creditor")

Full Mailing Address of Creditor:
(all notices and correspondence
regarding your Claim will be
delivered to this address)

Fax No.

Telephone No. _____

Email address: _____

Attention: _____

CLAIM DETAILS

Please indicate the amount of your Claim against the applicable Company. All Claims in U.S. dollars must be converted to the Canadian dollar equivalent at the Bank of Canada spot rate for exchanging U.S. dollars to Canadian dollars as at March 25, 2010. The spot rate of exchange as at March 25, 2010 was 1.0188 Canadian dollars to 1 U.S. dollar.

No amounts may be claimed on account of interest or penalties arising after March 25, 2010.

BEAR MOUNTAIN MASTER PARTNERSHIP _____

BEAR MOUNTAIN DEVELOPMENT HOLDINGS LTD. _____

18 ON 18 DEVELOPMENTS LTD. _____

BEAR MOUNTAIN RESORT MANAGEMENT CORP. _____

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS):

- 1. I am the Creditor (or I am the _____ of the Creditor).
- 2. I have knowledge of all the circumstances concerning the Claim referred to herein.
- 3. Attached as schedules to this Proof of Claim are:
 - (a) documents which establish the validity and amount of the Claim; and
 - (b) a description of the transaction or agreement giving rise or relating to the Claim.

DATED at _____, this day of _____, 2010.

(Signature of Witness)

(Signature of individual completing this form)

(print name)

(print name)

In order to participate in any distribution under any plan of arrangement filed on behalf of the Companies, your completed Proof of Claim, together with all accompanying documents, must be returned to the Monitor at the following address on or before 4:00 p.m. on the Claims Bar Date of May 28, 2010:

PricewaterhouseCoopers Inc.
Suite 700 — 250 Howe Street
Vancouver, BC V6C 3S7
(attention: Patricia Marshall)
fax no. [604] 806-7806
[email: bearmountain@ca.pwc.com](mailto:bearmountain@ca.pwc.com)

If your Claim is disallowed in whole or in part, the Monitor will send you a Notice of Revision or Disallowance along with particulars as to how you may dispute the Notice of Revision or Disallowance.

SCHEDULE "E"

NOTICE TO CREDITORS AND SOLICITATION OF CLAIMS

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT

AND

**BEAR MOUNTAIN MASTER PARTNERSHIP, BEAR MOUNTAIN DEVELOPMENT HOLDINGS LTD., 18 ON 18 DEVELOPMENTS LTD. and BEAR MOUNTAIN RESORT MANAGEMENT CORP.
(collectively, the "Companies")**

TAKE NOTICE that by Order of the Supreme Court of British Columbia dated April 22, 2010, PricewaterhouseCoopers Inc., in its capacity as Monitor of the Companies, has been directed to place this advertisement in this publication in order to solicit claims from all creditors of the Companies for the purpose of determining which creditors are entitled to vote on and participate in any plan of arrangement (a "Plan") that may be filed on behalf of any of the Companies in their Companies' Creditors Arrangement Act proceeding commenced under Supreme Court of British Columbia Action No. S 102120, Vancouver Registry.

In order to participate in any voting or distribution associated with a Plan, any party having a claim against any of the Companies must complete and deliver to the Monitor a Proof of Claim on or before 4:00 p.m. (Vancouver time) on the Claims Bar Date of May 28, 2010.

Any creditor that has not received a Claims Package from the Monitor may obtain a Proof of Claim form and accompanying instructions by accessing the website at www.pwc.com/car-bearmountain or by sending a written request to:

PricewaterhouseCoopers Inc.
Suite 700 — 250 Howe Street
Vancouver, BC V6C 3S7
(attention: Patricia Marhsall)
fax no. [604] 806-7806
[email: bearmountain@ca.pwc.com](mailto:bearmountain@ca.pwc.com)

If a creditor fails to deliver a completed Proof of Claim on or before 4:00 p.m. on the Claims Bar Date of May 28, 2010, their claim shall be forever barred and extinguished and may not be enforced against the Companies, unless otherwise ordered by the Supreme Court of British Columbia.

If there are questions regarding the claims process, a representative of the Monitor can be contacted to discuss same at (604) 806-7717.

SCHEDULE "G"

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*

BEAR MOUNTAIN MASTER PARTNERSHIP
BEAR MOUNTAIN DEVELOPMENT HOLDINGS LTD.
18 ON 18 DEVELOPMENTS LTD.

and

BEAR MOUNTAIN RESORT MANAGEMENT CORP.

(collectively, the "Companies")

NOTICE OF REVISION OR DISALLOWANCE

TO:

Name of Claimant:

Pursuant to the April 22, 2010 Order of the Supreme Court of British Columbia made in the Companies' Creditors Arrangement Act proceedings PricewaterhouseCoopers Inc. in its capacity as Monitor of the Companies hereby gives you notice that your Proof of Claim dated has been reviewed your claim has been revised or rejected as follows for the following reasons:

Party against which Claim asserted	Amount of Claim as set forth in Proof of Claim	Amount of Claim as Revised or Disallowed
Bear Mountain Master Partnership	\$	\$
Bear Mountain Development Holdings Ltd.		\$
18 On 18 Developments Ltd.	\$	\$
Bear Mountain Resort Management Corp.	\$	\$

Reasons for Revision or Disallowance:

If you wish to dispute this Notice of Revision or Disallowance, you must deliver to the following person by fax or email a completed copy of the enclosed Notice of Dispute within seven (7) days of delivery of this Notice of Revision or Disallowance:

PricewaterhouseCoopers Inc.
Suite 700 — 250 Howe Street
Vancouver, BC V6C 3S7
(attention: Patricia Marshall)
fax no. [604] 806-7806
[email: bearmountain@ca.pwc.com](mailto:bearmountain@ca.pwc.com)

SCHEDULE "G"

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*

In addition to completing and returning a Notice of Dispute, you must within 21 days of delivery of this Notice of Revision or Disallowance serve on Fraser Milner Casgrain LLP, legal counsel for the Monitor, a Notice of Motion, returnable in British Columbia Supreme Court Action No. S 102120, Vancouver Registry, along with all supporting affidavit materials, seeking to determine the validity of that portion of your claim the disallowance of which you wish to dispute. The contact information for legal counsel for the Monitor is as follows:

Fraser Milner Casgrain LLP
1500 — 1040 West Georgia Street
Vancouver, BC V6E 4H8
(attention: John Sandrelli)
fax number: [604] 683-5214
[email: john.sandrelli@fmc-law.com](mailto:john.sandrelli@fmc-law.com)

IF YOU DO NOT RETURN A COMPLETED NOTICE OF DISPUTE WITHIN SEVEN (7) DAYS OF DELIVERY OF THIS NOTICE OF REVISION OR DISALLOWANCE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE AMOUNT OF YOUR CLAIM, IF ANY, AS SET FORTH IN THIS NOTICE OF REVISION OR DISALLOWANCE.

DATED at Vancouver, British Columbia this _____ day of _____ 2010.

PRICE WATERHOUSECOOPERS INC.

Per:
Encl.

SCHEDULE "G"

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT

BEAR MOUNTAIN MASTER PARTNERSHIP
BEAR MOUNTAIN DEVELOPMENT HOLDINGS LTD.
18 ON 18 DEVELOPMENTS LTD.
and
BEAR MOUNTAIN RESORT MANAGEMENT CORP.

NOTICE OF DISPUTE

TO:

PricewaterhouseCoopers Inc. in its capacity as Monitor of Bear Mountain Master Partnership, Bear Mountain Development Holdings Ltd., 18 on 18 Developments Ltd. and Bear Mountain Resort Management Corp.

We give you notice of our intention to dispute the Notice of Revision or Disallowance delivered to us by you.

Name of Creditor: _____

Company against which Claim asserted	Amount of Claim as set forth in Proof of Claim	Amount of Claim as set forth in Notice of Revision or Disallowance	Amount claimed in addition to amount set forth in Notice of Revision or Disallowance
Bear Mountain Master Partnership	\$	\$	\$
Bear Mountain Development Holdings Ltd.	\$	\$	\$
18 on 18 Developments Ltd.	\$	\$	\$
Bear Mountain Resort Management Corp.	\$	\$	\$

Reasons for Disputing Revision or Disallowance:

Attach any additional reasons and documents in support of this Notice of Dispute.

(Signature of Individual completing this
Dispute)

Date

(Please print name)

Telephone Number: _____

Fax Number: _____

Email Address: _____

THIS FORM IS TO BE RETURNED BY FAX OR EMAIL TO THE FOLLOWING PERSON WITHIN SEVEN (7) DAYS OF DELIVERY OF THE NOTICE OF REVISION OR DISALLOWANCE:

PricewaterhouseCoopers Inc.
Suite 700 — 250 Howe Street
Vancouver, BC V6C 3S7
(attention: Patricia Marhsall)
fax no. [604] 806-7806
[email: bearmountain@ca.pwc.com](mailto:bearmountain@ca.pwc.com)

IF YOU DO NOT RETURN A COMPLETED NOTICE OF DISPUTE WITHIN SEVEN (7) DAYS OF DELIVERY OF THE NOTICE OF REVISION OR DISALLOWANCE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE AMOUNT OF YOUR CLAIM, IF ANY, AS SET FORTH IN THE NOTICE OF REVISION OR DISALLOWANCE.

In addition to completing and returning this Notice of Dispute, you must within 21 days of delivery of the Notice of Revision or Disallowance serve on Fraser Milner Casgrain LLP, legal counsel for the Monitor, a Notice of Motion, returnable in British Columbia Supreme Court Action No. S102120, Vancouver Registry, along with all supporting affidavit materials, seeking to determine the validity of that portion of your claim the disallowance of which you wish to dispute. The contact information for legal counsel for the Monitor is as follows:

Fraser Milner Casgrain LLP
1500 — 1040 West Georgia Street
Vancouver, BC V6E 4H8
(attention: John Sandrelli)
fax number: [604] 683-5214
[email: john.sandrelli@fmc-law.com](mailto:john.sandrelli@fmc-law.com)

SCHEDULE "H"

[PRICE WATERHOUSECOOPERS INC. LETTERHEAD]

, 2010

To:

Dear Sirs/Mesdames:

Re: *In the Matter of a Plan of Compromise or Arrangement of Bear Mountain Master Partnership et al. (each, a "Bear Mountain Company", and collectively, the "Bear Mountain Companies")*
B.C.S.C. Action No. S102120, Vancouver Registry (the "Proceedings")

Pursuant to an Order of the British Columbia Supreme Court (the "Court") made in the Proceedings on March 25, 2010, the Bear Mountain Companies were expressly authorized to terminate executory contracts to which any of them were a party. Pursuant to an Order of the Court made in the Proceedings on April 22, 2010 (the "Claims Process Order"), a procedure was established by which the counter-parties to such executory contracts may prove their claims, if any, resulting from the termination of such contracts against the applicable Bear Mountain Company.

As you are aware, your executory contract with one of the Bear Mountain Companies has been terminated, and, accordingly, you are entitled to claim for any damages you may have suffered as a result of such termination. If you have a claim, you will be entitled to vote in respect of any plan of arrangement which may be filed on behalf of the applicable Bear Mountain Company and to receive a distribution under such plan of arrangement.

In accordance with the Claims Process Order, we enclose the following documents for delivery upon you:

- a copy of the Claims Process Order itself;
- a copy of the Second Report of the Monitor dated April 19, 2010;
- a Proof of Claim form; and
- instructions as to how to complete the Proof of Claim form.

If you wish to prove a claim against one or both of the Companies and vote upon and receive any distribution pursuant to the Plan, you must complete and return the enclosed Proof of Claim to the Monitor, PricewaterhouseCoopers Inc., by 4:00 p.m. on that day which is seven (7) days after the termination of the executory contract is effective (being 30 days after delivery of notice of repudiation by the Bear Mountain Respondents or such other date as the Court may order if you

object to such repudiation), which date is hereafter referred to as the "Terminated Contract Claims Bar Date".

If you fail to properly complete and return a Proof of Claim in the form attached by 4:00 p.m. on the Terminated Contract Claims Bar Date, you may not be entitled to vote upon any plan of arrangement that may be filed on behalf of one or more of the Bear Mountain Companies and your claim will be extinguished without any entitlement to receive a distribution under any such plan of arrangement or any other form of compensation.

Additional information is available on the Monitor's web page at: www.pwc.com/car-bearmountain

If you have any questions, please feel free to contact Patricia Marshall at: 604-806-7717.

Yours truly,

PricewaterhouseCoopers Inc.