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17 *Proposed Counsel to the Debtors and Debtors in Possession*

18 **UNITED STATES BANKRUPTCY COURT**

19 **DISTRICT OF NEVADA**

20 In re:

- 21 NEVADA COPPER, INC.
- 22 NEVADA COPPER CORP.
- 23 NC DITCH COMPANY LLC
- 24 NC FARMS LLC
- 25 LION IRON CORP.
- 26 0607792 B.C. LTD.

27 Debtors.¹

28 Lead Case No.: 24-50566-hlb
Chapter 11

Jointly Administered with:
Case No.: 24-50567-hlb
Case No.: 24-50568-hlb
Case No.: 24-50569-hlb
Case No.: 24-50570-hlb
Case No.: 24-50571-hlb

Hearing Date: July 29, 2024
Hearing Time: 1:30 p.m.

29 **DEBTORS' APPLICATION FOR AN ORDER**
30 **AUTHORIZING THE RETENTION AND EMPLOYMENT**
31 **OF TORYS LLP AS CORPORATE COUNSEL AND SPECIAL CANADIAN**
32 **COUNSEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

33 Nevada Copper, Inc. ("*NCT*") and its affiliates that are debtors and debtors in possession
34 (collectively, the "*Debtors*") in the above-captioned chapter 11 cases (the "*Chapter 11 Cases*"),
35 respectfully represent in support of this application (the "*Application*") as follows:

36 ¹ The Debtors in these chapter 11 cases and the last four digits of their registration numbers in the jurisdiction in
37 which they are organized are: Nevada Copper, Inc. (1157) (Nevada); Nevada Copper Corp. (5323) (British
38 Columbia); 0607792 B.C. Ltd. (2524) (British Columbia); Lion Iron Corp. (2904) (Nevada); NC Farms LLC
(0264) (Nevada); and NC Ditch Company LLC (4396) (Nevada).

Relief Requested

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2 1. By this Application, the Debtors seek entry of an order, substantially in the form of
3 Exhibit 2 hereto (the “**Retention Order**”), pursuant to sections 105(a), 327(e), 328(a) and 330 of
4 title 11 of the United States Code, 11 U.S.C. § § 101-1532 (the “**Bankruptcy Code**”), Rules 2014(a)
5 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules
6 2014(a)(1) and 2016 of the *Local Rules of Bankruptcy Practice for the United States Bankruptcy*
7 *Court of the District of Nevada* (the “**Local Bankruptcy Rules**”): (i) authorizing the retention and
8 employment of Torys LLP (“Torys”) as corporate counsel and special Canadian counsel, effective
9 as of the Petition Date (as defined below), in accordance with the terms and conditions of the letter
10 agreement between NCI, Nevada Copper Corp. and Torys, dated May 17, 2024, attached as Exhibit
11 1 (the “**Engagement Letter**”); (ii) approving the terms and conditions under which Torys will be
12 retained and compensated; and (iii) granting related relief. In support of this Application, the
13 Debtors file contemporaneously herewith the Declaration of Tony DeMarinis, Partner of Torys
14 (the “**DeMarinis Declaration**”), and the Declaration of Carolyn Tanner, the General Counsel of
15 the Debtor NCI as well as its parent Nevada Copper Corp. (“**NCU**”) (the “**Client Declaration**”).

Jurisdiction and Venue

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17 2. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and
18 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before
19 the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief requested herein are
20 sections 105(a), 327(e), 328(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016,
21 and Local Bankruptcy Rules 2014(a)(1) and 2016.

22 3. Pursuant to Rule 9014.2 of the Local Bankruptcy Rules, the Debtors consent to the
23 Court’s entry of a final order in connection with this Application to the extent that it is later
24 determined that, absent consent of the parties, the Court cannot enter a final orders or judgments
25 consistent with Article III of the United States Constitution.

1 **Background**

2 4. On June 10, 2024 (the “*Petition Date*”), each of the Debtors filed voluntary
3 petitions for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are jointly
4 administered for procedural purposes only, pursuant to Bankruptcy Rule 1015(b). The Debtors
5 continue to operate their businesses and manage their properties as debtors in possession pursuant
6 to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee
7 or examiner has been made in these Chapter 11 Cases, and no official committees have been
8 appointed or designated.

9 5. The Debtors are in the business of mining copper, and other minerals, and operating
10 a processing plant that refines copper ore into copper concentrate. The bulk of the Debtors’
11 operations are focused on their Pumpkin Hollow project (the “*Project*”), which is located
12 approximately eight miles southeast of Yerington, Nevada. The Project, which contains
13 substantial reserves and resources, including not only copper, but gold, silver, and iron magnetite,
14 consists of a high-grade underground mine and processing facility, together with a fully-permitted,
15 large-scale, open-pit project that is in the initial phases of development.

16 6. Additional facts relating to the Debtors’ business and capital structure, and the
17 commencement of these Chapter 11 Cases, are set forth in the *Omnibus Declaration of Gregory J.*
18 *Martin in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “*First Day*
19 *Declaration*”), which was filed contemporaneously with this Motion and is incorporated herein by
20 reference.²

21 **Previous Services and Qualifications**

22 7. Torys was first engaged as corporate and securities counsel to Nevada Copper Corp.
23 (“*NCU*”), the ultimate parent company of each of the other Debtors, in 2017 to prepare, negotiate
24 and provide advice in respect of the Debtors’ Stream Agreement with Triple Flag. Since that time,
25 Torys has advised NCU on an extensive array of matters, including strategic initiatives, corporate
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27 ² Capitalized terms not otherwise defined herein shall have the meaning set forth in the First Day Declaration.

1 and finance transactions, public company compliance, corporate governance, and labor and
2 employment considerations. Those engagements have included, among others:

- 3 a. strategic and corporate advice in respect of the pre-Petition Date Sale Process;
- 4 b. preparation, negotiation and advice in respect of the Senior Secured Credit
5 Agreement;
- 6 c. preparation, negotiation and advice in respect of various credit facilities;
- 7 d. preparation, negotiation and advice in respect of various short form public equity
8 offerings of securities;
- 9 e. preparation, negotiation and advice in respect of a private placement of securities;
- 10 f. communications with Canadian securities regulators and the Toronto Stock
11 Exchange;
- 12 g. advice relating to employment agreements, employee compensation and severance
13 matters;
- 14 h. corporate governance and board matters, including advice in connection with
15 related-party transactions; and
- 16 i. advice relating to continuous disclosure, including press releases and other required
17 filings (e.g., annual information circular and financial statements).

18 8. More recently, on May 17, 2024, NCU and NCI entered into the Engagement Letter
19 with Torys setting out the terms of, among other things, Torys' engagement in these Chapter 11
20 Cases.

21 9. The engagements and extensive activities mentioned above have resulted in Torys
22 becoming deeply familiar with the Debtors' history, business and affairs, and properties, including
23 the events and challenges that led to the Debtors' decision to commence these Chapter 11 Cases.
24 Since 2017, the lawyers at Torys have also built deep working relationships with the Debtors'
25 management, key personnel and boards of directors. This familiarity, and these working
26 relationships, would be impossible to replicate in the short or medium-term if Torys were to be
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1 replaced by another firm. Such an outcome would result in wasted resources, significant
2 inefficiencies and worse outcomes for stakeholders in these Chapter 11 Cases.

3 10. As a result both of Torys' longstanding history with the Debtors, including the
4 engagements referred to above, and Torys' position as a market-leading firm in the areas of
5 corporate and insolvency law, the Debtors believe that Torys possesses extensive knowledge and
6 expertise in the areas of law relevant to these Chapter 11 Cases and corporate issues that may arise
7 in connection with the Debtors' operation of their business.

8 11. In addition, the Debtors believe that Torys possesses the expertise necessary to
9 advise them in their recognition proceedings under Part IV of the Companies' Creditors
10 Arrangement Act in Canada. In selecting counsel to advise the Debtors as corporate and Canadian
11 counsel, the Debtors sought counsel with experience in cross-border reorganization cases and other
12 debt restructurings. Torys is a leading Canadian law firm with deep experience in restructuring,
13 previously having represented parties in many cross-border insolvency matters, including: (i)
14 Mallinckrodt Canada ULC in the Canadian recognition proceedings of the chapter 11 cases of
15 Mallinckrodt Canada ULC and certain other members of the Mallinckrodt group of companies;
16 (ii) GNC Holdings Inc. et al. in their chapter 11 sale process and the Canadian recognition
17 proceedings of their chapter 11 cases; (iii) the Court-appointed Information Officer in the Canadian
18 recognition proceedings of the chapter 11 cases of Purdue Pharma L.P. et al.; (iv) Nortel Networks
19 Inc. in it and its subsidiaries' U.S. restructuring proceedings and the Canadian restructuring
20 proceedings of Nortel Networks Corporation et al. (v) Fairfax Financial Holdings, in its capacity
21 as the DIP lender and principal credit and rights plan backstop party in the Canadian and U.S.
22 restructuring proceedings of the AbitibiBowater group of companies; (vi) Brookfield Asset
23 Management Inc., in its capacity as the DIP lender, controlling shareholder and majority owner of
24 the purchaser of a substantial portion of the assets of the Fraser Papers group of companies in their
25 Canadian restructuring proceedings and U.S. recognition proceedings; (vii) TLC Vision et al., a
26 leading North American eye care business, in its U.S. restructuring proceedings and Canadian
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1 recognition proceedings; (viii) General Motors Acceptance Corp. and the Canada Development
2 Investment Corporation, a Canadian Crown holding company and equity claimant, in the U.S.
3 restructuring proceedings and Canadian recognition proceedings of the General Motors group of
4 companies; (ix) the Canada Development Investment Corporation, a Canadian Crown holding
5 company and equity claimant, in the U.S. restructuring proceedings and Canadian recognition
6 proceedings of the Chrysler group of companies; and (x) Tricap Partners, a leading bondholder
7 and subsequent majority shareholder, in the Canadian restructuring proceedings and U.S.
8 recognition proceedings of Ainsworth Lumber, a leading North American producer of engineered
9 wood products.

10 **Scope of Services**

11 12. The services that Torsys is expected to perform in these Chapter 11 Cases include,
12 but are not limited to, advice, assistance and representation with respect to the following:

- 13 (a) consultations with the Debtors on the sales process in these Chapter 11 Cases, including
14 consideration and negotiation of transaction bids and implementation of approved bids;
- 15 (b) consultations with the Debtors on strategic alternatives available to the Debtors in
16 conjunction with or in the alternative to potential sales transactions;
- 17 (c) representing the Debtors in their recognition proceedings commenced in respect of the
18 Debtors under the Companies' Creditors Arrangement Act of Canada;
- 19 (d) other matters relating to Canadian jurisdiction, including public company requirements,
20 disclosure obligations, filings, disputes, tax and stock exchange matters;
- 21 (e) governance of the Debtors, including the oversight of these Chapter 11 Cases by the
22 Debtors' boards of directors and decisions and other activities in relation thereto;
- 23 (f) consultations with the Debtors regarding their financing activities and compliance
24 requirements, including in relation to these Chapter 11 Cases and potential strategic
25 initiatives; and
- 26 (g) consultations, communications and negotiations with the Debtors' interested parties in
27 connection with the administration of the recognition proceedings under the Companies'
28 Creditors Arrangement Act and the other services above.

Professional Compensation

13. Subject to this Court's approval and in accordance with 327(e) and 328(a) of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the orders of this Court, the Debtors propose to compensate Torys for professional services rendered at its normal and customary hourly rates in effect from time to time as set forth in the DeMarinis Declaration, less a 10% discount and plus reimbursement of actual, necessary expenses incurred by Torys on the Debtors' behalf. Torys will receive compensation for services rendered and expenses incurred on behalf of the Debtors, in accordance with the provisions of sections 328, 330 and 331 of the Bankruptcy Code, or as otherwise ordered by the Court. The Debtors understand that any compensation and expenses paid to Torys must be approved by this Court upon application, and as evidenced in the DeMarinis Declaration, Torys understands such procedure. Torys will maintain detailed records of actual and necessary costs and expenses incurred in connection with the legal services described above.

14. It is the Debtors' understanding that Torys typically adjusts the hourly rates for its attorneys at the beginning of each calendar year. Torys' hourly rates currently range as follows:

<u>Billing Category</u>	<u>2024 Range (in U.S. Dollar Equivalent)³</u>	<u>2024 Range (in Canadian Dollars)⁴</u>
Partners	US\$629.03 – US\$1,735.10	C\$865 – C\$2,386
Associates	US\$258.16 – US\$1,290.05	C\$355 – C\$1,774
Paraprofessionals	US\$130.90 – US\$512.68	C\$180 – C\$705

15. The Torys attorneys with primary responsibility for providing services to the Debtors and supervising such other professionals and paraprofessionals that may provide such

³ The figures in this column were converted from Canadian dollars using the daily rate of exchange for June 14, 2024 (US\$1.00 = CAD\$1.3751), as published by the Bank of Canada.

⁴ Certain rates in this column are those of personnel from Torys' New York office, which rates are typically billed in U.S. dollars. Such rates have been converted into Canadian dollars using the daily rate of exchange for June 14, 2024 (US\$1.00 = CAD\$1.3751), as published by the Bank of Canada.

1 services to the Debtors are listed below with their current hourly rates, subject to an agreed 10%
2 discount.

<u>Attorney</u>	<u>Billing Category</u>	<u>Department</u>	<u>Hourly Rate (in U.S. Dollar Equivalent)⁵</u>	<u>Hourly Rate (in Canadian Dollars)</u>
Tony DeMarinis	Partner	Restructuring and Insolvency	US\$1,036	C\$1,425
Michael Amm	Partner	Corporate	US\$960	C\$1,320
Jeremy Opolsky	Partner	Restructuring and Insolvency/Litigation	US\$716	C\$985
Michael Pedlow	Partner	Corporate	US\$742	C\$1,020
Michael Jason	Associate	Corporate	US\$658	C\$905
Mike Noel	Associate	Restructuring and Insolvency	US\$524	C\$720
Hanna Singer	Associate	Restructuring and Insolvency/Litigation	US\$476	C\$655
Sarah Rimer	Associate	Corporate	US\$400	C\$550
Melissa Losco	Law Clerk	Restructuring and Insolvency/Litigation	US\$324	C\$445
Gordon Walters	Articling Student	Corporate	US\$316	C\$435

16. 16. Torys' hourly billing rates for professionals are not intended to cover out-of-pocket
24 expenses and certain elements of overhead that are typically billed separately. Accordingly, Torys

26 ⁵ The figures in this column were converted from Canadian dollars using the daily rate of exchange for June 14,
27 2024 (US\$1.00 = CAD\$1.3751), as published by the Bank of Canada, rounded to the nearest dollar.

1 regularly charges its clients for the expenses and disbursements incurred in connection with the
2 client's case, including, inter alia, word processing, secretarial time, telecommunications,
3 photocopying, postage and package delivery charges, court fees, transcript costs, travel expenses,
4 expenses for "working meals" and computer-aided research. Torys intends to seek reimbursement
5 for expenses incurred in connection with the engagement in accordance with its normal
6 reimbursement policies, subject to any modifications that may be required to comply with the
7 Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, *United States Trustee*
8 *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed*
9 *Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases, dated June 11, 2013* (the "*UST*
10 *Guidelines*"), and any other applicable procedures or orders of the Court as are applicable to these
11 Chapter 11 Cases.

12 17. The Debtors understand that Torys acknowledges that all amounts paid to it during
13 these Chapter 11 Cases are subject to final allowance by the Court. In the event that any fees or
14 expenses paid to Torys during these Chapter 11 Cases are disallowed by the Court, the fees and
15 expenses will be disgorged and returned to the Debtors or otherwise disposed of as ordered by the
16 Court.

17 18. To the best of the Debtors' knowledge, no promises have been received by either
18 the firm or any member, counsel, associate, or other employee thereof as to compensation or
19 payment in connection with the Chapter 11 Cases other than in accordance with the provisions of
20 the Bankruptcy Code. Torys has no agreement with any other entity to share with such entity any
21 compensation received by the firm in connection with these Chapter 11 Cases.

22 **No Duplication of Services**

23 19. Torys' services are intended to complement and not duplicate the services rendered
24 by any other professional retained by the Debtors in these Chapter 11 Cases. The Debtors are
25 seeking to retain and employ Torys as special counsel in order to work on the services described
26 above. Accordingly, Torys' services will not be duplicative of the services provided by any of the
27

1 other professionals in these Chapter 11 Cases.

2 **Compensation Received from the Debtors**

3 20. Pursuant to Bankruptcy Rule 2016(b), Torys has neither shared nor agreed to share:
4 (a) any compensation it has received or may receive with another party or person, other than with
5 the partners, associates, and contract attorneys associated with Torys; or (b) any compensation
6 another person or party has received or may receive. During the 90-day period prior to the Petition
7 Date and as set forth in the DeMarinis Declaration, Torys was paid C\$1,686,468.11 and
8 US\$3,516.00 (which payments, collectively, represent an equivalent U.S. dollar value of
9 US\$1,229,949.07)⁶ for services performed and expenses incurred. These services included, but
10 were not limited to, services performed by Torys for the Debtors in relation to restructuring and
11 insolvency related work.

12 **Disinterestedness**

13 21. Section 327(e) of the Bankruptcy Code requires that proposed counsel “not
14 represent or hold any interest adverse to the debtor or to the estate with respect to the matter on
15 which such attorney is to be employed.” 11 U.S.C. §327(e). As described in the DeMarinis
16 Declaration, Torys has conducted a thorough conflicts analysis with respect to individuals and
17 entities that may be parties in interest in these Chapter 11 Cases.

18 22. To the best of the Debtors’ knowledge, except as otherwise set forth in the
19 DeMarinis Declaration: (i) neither Torys nor its partners, counsel or associates have any
20 connection with the Debtors, the creditors or any other party-in-interest with respect to these
21 Chapter 11 Cases; and (ii) Torys does not hold or represent any interest adverse to the Debtors in
22 the matters for which it is to be retained. However, Torys is a large Canadian firm with a national
23 and international practice and may represent or may have represented certain of the Debtors’
24 creditors, equity holders, related parties or other parties in interest in matters unrelated to the
25 Chapter 11 Cases.

26 _____
27 ⁶ This calculation applies the daily rate of exchange for June 14, 2024 (US\$1.00 = CAD\$1.3751), as published by
28 the Bank of Canada.

23. As provided in the DeMarinis Declaration, Torys will periodically review and update its conflicts analysis to ensure that no other conflicts or disqualifying circumstances exist or arise. To the extent other conflicts arise during the course of Torys' employment, Torys will promptly file a supplemental declaration.

Basis for Relief

24. Section 327(e) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ, for a specified special purpose . . . an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

25. Moreover, Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

26. In light of Torys' significant experience advising the Debtors, it is in the best interest of these estates to retain Torys as special counsel to continue advising the Debtors in connection with the services described above. Further, to the best of the Debtors' knowledge and belief, Torys does not represent and does not hold any interest adverse to the estates with respect to the matters for which it will be employed. Accordingly, the Debtors respectfully request that the Court approve the Application.

Notice

27. Notice of this Application will be provided to: (i) the Office of the United States Trustee for Region 17; (ii) the 20 largest unsecured creditors of each of the Debtors; (iii) the Internal Revenue Service; (iv) the Office of the United States Attorney for the District of Nevada; (v) counsel to the DIP Lenders, (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Brad Kahn; 2001 K St. NW, Washington, D.C. 20006, Attn: Kate Doorley; and (b) Shea Larsen PC, 1731 Village Center Circle, Suite 150, Las Vegas, NV 89134, Attn: James Patrick Shea and Bart Larsen; (vi) Milbank LLP, as counsel to KfW IPEX-Bank GmbH as administrative agent under the Debtors' prepetition credit agreement, 55 Hudson Yards, New York, NY 10001, Attn: Tyson Lomazow; (vii) Bennett Jones LLP, as counsel to Mercuria Investments US, Inc., 3400 One First Canadian Place, P.O. Box 130, Toronto, Ontario M5X 1A4, Canada, Attn: Simon Grant; (viii) White & Case LLP, as counsel to Concord Resources Limited as buyer under the Debtors' prepetition advance payment agreement, 1221 6th Avenue, New York, NY 10020, Attn: Philip Abelson; (ix) Davis, Graham & Stubbs LLP, as counsel to Triple Flag Mining Finance Bermuda Ltd. as purchaser under the Debtors' prepetition purchase and sale agreement, 1550 17th Street, Suite 500, Denver, CO 80202, Attn: Kyler Burgi; (x) Cleary Gottlieb Steen & Hamilton LLP, as counsel to Pala Investments Limited as prepetition lender, 2 London Wall Place, London, EC2Y 5AU, United Kingdom, Attn: Solomon J. Noh; One Liberty Plaza, New York, NY 10006, Attn: Lisa M. Schweitzer; (xi) Kelley Drye & Warren, LLP, as counsel to the DIP Agent, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: James S. Carr, Esq.; and (xii) any party that is required to receive or has requested notice pursuant to Bankruptcy Rule 2002 or Local Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Previous Request

28. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

1 WHEREFORE, the Debtors respectfully request that the Court grant the relief requested
2 herein and such other and further relief as is just and proper.

3 Dated this 25th day of June 2024.

4 McDONALD CARANO LLP

5
6 /s/ Ryan J. Work

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12 *Proposed Counsel to the Debtors and Debtors in Possession*

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EXHIBIT 1

Torys Engagement Letter



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May 17, 2024

Nevada Copper Corp.
250 - 200 Burrard Street
Vancouver, BC
Canada V6C 3L6

Nevada Copper, Inc.
61 E. Pursel Lane
Yerington, NV
USA 89447

Dear Sirs/Mesdames:

Re: Engagement Confirmation

Thank you for engaging Torys LLP to act as your legal counsel in connection with the matters described below. We are pleased to work with you on the terms set out in this letter and in the Torys LLP Standard Terms of Engagement set out in Appendix A. These terms will govern the terms of our relationship unless we otherwise mutually agree in writing.

If you agree with these terms, please sign and return a copy of this confirmation to me as soon as possible, or acknowledge your agreement by return email.

Clients

1. Our clients in these matters are Nevada Copper Corp. and Nevada Copper, Inc. (collectively, “**you**” or “**Nevada Copper**”). We are not representing or taking on any obligations to any related individuals or entities.

Scope of Engagement

2. We are engaged to act as Canadian counsel to provide advice and assistance to Nevada Copper on general corporate matters, including: (i) potential strategic initiatives and transactions involving debt and/or equity financing, debt modification or restructuring, the sale of Nevada Copper or its assets, and mergers or other business combinations; (ii) public company requirements; and (iii) contingency planning and preparation for possible

insolvency proceedings in respect of Nevada Copper and, if they are initiated, representation of Nevada Copper in such insolvency proceedings and all related activities.

We understand that A&O Shearman and McDonald Carano are acting as U.S. counsel to Nevada Copper. We are not providing legal advice or services except as described above.

Responsible Lawyers

3. The lawyers responsible for this engagement are Michael Amm and Tony DeMarinis. Other lawyers and non-lawyer professionals will be assigned to the engagement team as becomes necessary or desirable in our judgment.

Instructions

4. We will accept instructions for this engagement from the boards and management of Nevada Copper Corp. and/or Nevada Copper, Inc., including the independent directors of Nevada Copper Corp., as appropriate, and from anyone else as directed by any of them from time to time.

Fees

5. **Legal fees.** Legal fees will be based on the hourly rates generally charged for those involved, as adjusted over the period of the engagement, subject to a 10% discount on our standard rates (as is currently the case).
6. **Billing arrangements & Retainer.** We will bill you on a bi-weekly basis. Our fees are based on the assumption of prompt payment. Amounts that remain unpaid after 30 days will bear interest. We will charge GST/HST as applicable on the fees and disbursements incurred in this matter. Promptly after an insolvency filing has been made by you, you agree to provide and maintain an evergreen cash retainer on account of our fees and disbursements in the amount of US\$250,000.
7. Joint Representation

We have been asked by each of you to represent you jointly in these matters, as applicable. We understand from each of you that there are currently no contentious issues between you, that you believe your interests to be aligned in relation to the subject of this engagement, and that there are significant advantages to a joint representation, including the economies that can be achieved. However, there are certain implications and risks associated with a joint engagement that professional ethical rules require us to draw to your attention and that you must each acknowledge and accept. They are as follows:

- (a) **No confidentiality as between joint clients.** We are required to keep each of the joint clients fully informed of all material information we have relative to the engagement derived from any of the joint clients and cannot withhold material information on the basis that it is confidential to one of the joint clients. Consistent with this requirement, the communications between us and any of the joint clients in connection with this engagement are not protected by privilege as against the other joint clients.

- (b) ***The joint clients must take common positions on all issues.*** For us to be able to represent each of you jointly, you must each take common positions on all issues that arise in relation to the joint engagement.
- (c) ***If a conflict develops among joint clients, we will be unable to act for both of you.*** If an actual or potential conflict arises as between joint clients that cannot be resolved, we will be unable to act for both of you. You have agreed that we may continue to act for Nevada Copper Corp. using the same Torys lawyers, including against the other joint client, with the other joint client to engage other counsel and waiving any right to object, based on confidential information we acquired in the course of the joint engagement or otherwise, to our continued representation of the continuing client.
8. By signing back this confirmation, you will be acknowledging and accepting the implications and risks of a joint engagement. We recommend that you consult with legal counsel independent from us regarding the terms of this joint representation.

Conflict Waiver

9. Our acceptance of this engagement is on the basis that you now consent to our representation of other clients in other matters, while we are representing you, even if:
- (a) the interests of the client in the other matter differ from or are directly adverse to your immediate interests; or
- (b) the client in the other matter is adverse to you in this matter.

This consent is subject to the following provisos: (i) the other matter is not the same as or related to any matter in which we have represented you; (ii) we protect your confidential information; and (iii) there is no substantial risk that our representation of you in this engagement would be materially and adversely affected by the other matter.

With respect to (ii), we generally protect confidential information that could be relevant to another matter through the timely establishment of a confidentiality screen. The screen precludes any member of the core team working on this engagement from working on the other matter, while permitting overlap in teams, where necessary, for lawyers in narrow specialty areas in which our relevant resources may be concentrated (e.g., environmental law, employment and pensions), or where necessary to ensure consistency of legal advice on legal issues on which we have given opinions to others.

In particular, we wish to draw the following specific matters to your attention:

- ***Pala & Triple Flag.*** As you know, we have previously acted for each of Pala and Triple Flag and continue to act for each of them in matters unrelated to those covered by this engagement letter. You hereby confirm your consent to us acting for each of Pala and Triple Flag on unrelated matters while we are acting for you on matters covered by this engagement letter and any supplementary engagement confirmations.
- ***Lenders.*** As you know, we also act for banks and other lenders from time to time in the ordinary course, including KfW IPEX-Bank, in matters unrelated to those covered by this engagement letter. You hereby confirm your consent to us acting for

such banks and other lenders on unrelated matters while we are acting for Nevada Copper on matters covered by this engagement letter and any supplementary engagement confirmations.

We are relying on this consent in agreeing to represent you in this engagement and we will not be seeking any further consent from you before representing another client in the circumstances described above. We therefore recommend that you seek advice from legal counsel independent from us if you have any questions concerning the implications of providing this consent.

You agree that we may withdraw from our engagement with you at any time if we determine that developments have arisen such that it would be inappropriate for us to continue to act in light of the separate interests of the parties.

Governing Law

- 10. Our engagement with you is governed by the laws of the Province of Ontario and federal laws of Canada. Any dispute between us will be dealt with exclusively in the courts of Ontario.

We appreciate the confidence you have expressed in Torys LLP by engaging us and we look forward to working with you.

Yours truly,

Michael Amm

Please confirm your agreement to these terms by signing and returning this engagement confirmation, or acknowledge your agreement by return email.

Agreed and Accepted by:

Nevada Copper Corp.

By:



Tom Albanese
Lead Independent Director

Date: May 20, 2024

Nevada Copper, Inc.

By:



Carolyn Tanner
General Counsel

Date:

May 20, 2024

EXHIBIT 2

Proposed Order

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

- NEVADA COPPER, INC.
- NEVADA COPPER CORP.
- NC DITCH COMPANY LLC
- NC FARMS LLC
- LION IRON CORP.
- 0607792 B.C. LTD.

Debtors.¹

Lead Case No.: 24-50566-hlb
Chapter 11

Jointly Administered with:
Case No.: 24-50567-hlb
Case No.: 24-50568-hlb
Case No.: 24-50569-hlb
Case No.: 24-50570-hlb
Case No.: 24-50571-hlb

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF TORYS LLP AS
CORPORATE COUNSEL AND SPECIAL CANADIAN COUNSEL FOR THE
DEBTORS EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “*Application*”)² of the Debtors for entry of an order (this “*Order*”), pursuant to sections 105(a), 327(e), 328(a) and 330 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016, authorizing the Debtors to retain and employ Torys LLP (“*Torys*”) as corporate counsel and special Canadian counsel for the Debtors effective as of the Petition Date, as described in detail in the Application, the declaration of Tony DeMarinis (the “*DeMarinis Declaration*”) filed contemporaneously with the Application, and the declaration of Carolyn Tanner (the “*Client Declaration*”) filed contemporaneously with the Application, and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334;

1 The Debtors in these chapter 11 cases and the last four digits of their registration numbers in the jurisdiction in which they are organized are: Nevada Copper, Inc. (1157) (Nevada); Nevada Copper Corp. (5323) (British Columbia); 0607792 B.C. Ltd. (2524) (British Columbia); Lion Iron Corp. (2904) (Nevada); NC Farms LLC (0264) (Nevada); and NC Ditch Company LLC (4396) (Nevada).

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

1 and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and that this
2 Court may enter a final order consistent with Article III of the United States Constitution; and it
3 appearing that venue of these Chapter 11 Cases and the Application in this District is proper
4 pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that Torys is a
5 “disinterested person,” as defined in section 101(14) of the Bankruptcy Code; and this Court
6 having further determined that the relief requested in the Application is in the best interests of the
7 Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and
8 adequate notice of the Application has been given and that, except as otherwise ordered herein, no
9 other or further notice is necessary; and after due deliberation thereon; and good and sufficient
10 cause appearing therefor;

11 IT IS HEREBY ORDERED THAT:

- 12 1. The Application is GRANTED as set forth herein.
- 13 2. Pursuant to sections 105(a), 327(e), 328(a) and 330 of the Bankruptcy Code,
14 Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014 and 2016, the Debtors, as
15 debtors in possession, are authorized to employ and retain Torys as their corporate counsel and
16 special Canadian counsel effective as of the Petition Date, as described in the Application, the
17 DeMarinis Declaration, the Client Declaration, and the Engagement Letter attached as Exhibit 1
18 to the Application, to perform the services, as set forth in the Application and the DeMarinis
19 Declaration.
- 20 3. Torys is authorized to perform any and all legal services for the Debtors that are
21 necessary or appropriate in connection with the legal services described in the Application.
- 22 4. Torys shall be compensated for fees and reimbursed for reasonable and necessary
23 expenses and will file interim and final fee applications for allowance of its compensation and
24 expenses in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules,
25 the Local Bankruptcy Rules, and the United States Trustee Guidelines (collectively, the “*UST*
26 *Guidelines*”), and any order establishing procedures for compensation and reimbursement of
27 expenses of professionals entered by this Court.

1 5. Ten business days’ notice must be provided by Torys to the Debtors, the United
2 States Trustee, and any official committee appointed in these Chapter 11 Cases prior to any
3 increases in the rates set forth in the Application, and such notice must be filed with the Court.

4 6. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (i) the
5 terms of this Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors
6 are not subject to any stay in the implementation, enforcement, or realization of the relief granted
7 in this Order, and (iii) the Debtors may, in their discretion and without further delay, take any
8 action and perform any act authorized under this Order.

9 7. This Court shall retain jurisdiction with respect to any matters, claims, rights, or
10 disputes arising from or related to the Application or the implementation or enforcement of this
11 Order.

12 **IT IS SO ORDERED.**

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1 In accordance with LR 9021, counsel submitting this **ORDER AUTHORIZING THE**
2 **RETENTION AND EMPLOYMENT OF TORYS LLP AS CORPORATE COUNSEL AND**
3 **SPECIAL CANADIAN COUNSEL FOR THE DEBTORS EFFECTIVE AS OF THE**
4 **PETITION DATE** certifies that the order accurately reflects the court's ruling and that (check
5 one):

6 The Court has waived the requirement set forth in LR 9021(b)(1).

7 No party appeared at the hearing or filed an objection to the motion.

8 I have delivered a copy of this proposed order to all counsel who appeared at the
9 hearing, and any unrepresented parties who appeared at the hearing, and each has approved or
10 disapproved the order, or failed to respond, as indicated below [list each party and whether the party
has approved, disapproved, or failed to respond to the document].

11 I certify that this is a case under Chapter 7 or 13, that I have served a copy of this
12 order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content
of the order.

13 Prepared and submitted by:

14 McDONALD CARANO LLP

15
16 /s/
17 Ryan J. Works (NSBN 9224)
18 Amanda M. Perach (NSBN 12399)
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

19 ALLEN OVERY SHEARMAN STERLING US LLP
20 Fredric Sosnick (New York Bar No. 2472488) (*pro hac* pending)
21 Sara Coelho (New York Bar No. 4530267) (*pro hac* pending)
599 Lexington Avenue
New York, New York 10022

22 *Proposed Counsel to the Debtors and Debtors in Possession*