

This is the 2<sup>nd</sup> affidavit  
of Narinder Nagra in this case  
and was made on June 15, 2023

No. S-228723  
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 THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF PURE GOLD  
MINING INC.

PETITIONER

**AFFIDAVIT**

I, Narinder Nagra, of 595 Burrard Street, Vancouver, British Columbia, Managing Partner, AFFIRM THAT:

1. I am the Managing Partner of Sprott Resource Lending Corp. ("**Sprott Corp**"), the security agent to Sprott Private Resource Lending II (Collector), LP ("**Sprott LP**"), and Sprott Resource Lending II (CO), Inc. ("**Sprott Lending**") (Sprott Corp, Sprott LP, and Sprott Lending, collectively, "**Sprott**"). I therefore have personal knowledge of the matters herein after deposed, except where stated to be based on information and belief, and where so stated I do verily believe the same to be true.
2. I am authorized by Sprott to make this affidavit on its behalf.
3. I make this affidavit in support of an application brought by Pure Gold for, among other things, an Order for, *inter alia*, declaring that the Sprott Security (as defined below) has priority over the Veolia Water Technologies ("**Veolia**"), Epiroc Canada Inc. ("**Epiroc**"),

SCR Mining and Tunneling L.P. ("**SCR**"), and Nuna Logistics Limited ("**Nuna**", together with Veolia, Epiroc, and SCR, the "**Lien Claimants**").

***Background of Sprott Financing Package***

4. On August 6, 2019, Pure Gold Mining Inc. ("**Pure Gold**") and various Sprott entities entered into three agreements related to a financing package (the "**Sprott Financing**") for the gold producing underground mine located in the Red Lake mining district of Northwestern Ontario (the "**Mine**").
5. The initial amount of the Sprott Financing was comprised of:
  - (a) a USD \$65,000,000 senior secured non-revolving "**Credit Facility**" established pursuant to the terms of a "**Credit Agreement**" dated August 6, 2019, between Pure Gold, as borrower, and Sprott LP, as lender;
  - (b) a Production Payment Agreement dated August 6, 2019 (the "**PP Agreement**") between Pure Gold, as payor, and Sprott Lending, as payee, pursuant to which Pure Gold agreed to make certain payments to Sprott Lending in connection with the sale, disposition, or transfer Pure Gold of payable gold subject to the terms of the PP Agreement; and
  - (c) a Purchase and Sale Agreement dated August 6, 2019 (the "**Gold Stream Agreement**") between Pure Gold, as seller, and Sprott Lending, as purchaser, purchasing a gold stream equal to 70% of the prevailing spot gold price on 5% of Pure Gold's gold production, reducing to 2.5% after 50,000 ounces of gold has been delivered to Sprott Lending, in respect of which a U.S. \$25 million deposit was paid by Sprott on or about August 7, 2019.
6. Pursuant to a Security Sharing and Agency Agreement dated August 6, 2019 (the "**Security Sharing Agreement**"), Sprott LP, in its capacity as lender under the Credit Agreement, and Sprott Lending, in its capacity as purchaser under the Gold Stream Agreement and payee under the PP Agreement, agreed to establish and appoint Sprott Corp to enter into security documents and hold security for Pure Gold's obligations under the Credit Agreement, the PP Agreement, and the Gold Stream Agreement on behalf of Sprott LP, and Sprott Lending.

7. The security that is subject to the Security Sharing Agreement includes:
  - (a) a General Security Agreement dated August 6, 2019 (the “**Sprott GSA**”) between Pure Gold, as debtor, and Sprott Corp, as security agent, providing a first-ranking security interest over all Pure Gold’s assets; and
  - (b) a secured Demand Debenture dated August 6, 2019, as amended by a First Supplemental Debenture executed in April 2021 and a Second Supplemental Debenture dated July 11, 2022 (collectively, the “**Sprott Debenture**”) in the principal sum of USD \$165 million charging Pure Gold’s real property, including all owned and leased lands and mining rights (as specified in the Sprott Debenture)  
  
(together, the “**Sprott Security**”).
  
8. The parties agreed to amend the Credit Agreement on two occasions:
  - (a) on April 14, 2021, Pure Gold and Sprott LP executed an Amended and Restated Credit Agreement (the “**ARCA**”) to amend the terms of the Credit Facility to increase the amount available to Pure Gold by a further USD \$20,000,000; and
  - (b) on July 12, 2022, Pure Gold and Sprott LP executed a Second Amended and Restated Credit Agreement (the “**Second ARCA**”) to amend the terms of the Credit Agreement whereby Sprott LP provided Pure Gold with the additional secured, first-priority, non-revolving Additional Credit Facility up to a maximum principal amount of USD \$6,000,000.
  
9. Sprott LP is also the CCAA Interim Facility Lender to Pure Gold pursuant to the Amended and Restated Initial Order in these proceedings and is beneficiary of the Interim Lender Charge. In accordance with the ARIO and the Court’s order made March 7, 2023 increasing the maximum amount of the Interim Financing Facility to U.S. \$15,000,000, as of the date of this Affidavit, Sprott LP has advanced U.S. \$14,550,000 to Pure Gold under the Interim Financing Facility (the “**Interim Facility Indebtedness**”). Sprott LP will continue to make advances to Pure Gold in accordance with its cash flows up to the closing date of the Transaction.

10. Attached and marked as **Exhibit “A”** is a true copy of a summary accounting, based on Sprott’s internal books and records, of the secured amounts Sprott LP advanced (or in the case of the Gold Stream, paid by Sprott Lending) to Pure Gold pursuant to the Sprott Financing and the Interim Financing Facility and the dates of such advances or payments.
11. On August 6, 2019, Sprott registered the Sprott Security over the Mine with the Ontario Land Registry Offices of Kenora, under Instrument Nos. KN91467. Attached as **Exhibit “B”** is a true copy of the registration.

### ***Personal Experience with the Mine***

12. I became involved with the Mine in August of 2019 when Sprott entered into the Sprott Financing. I have been a part of every stage of the Sprott Financing, including all stages of advancing financing. I have also attended the Mine on at least six occasions since 2019.
13. Prior to each amount being advanced under the Sprott Financing, I worked with Sprott’s lawyers to conduct searches for liens filed on the Mine lands. Prior to any amounts being advanced, we required Pure Gold to remove the liens from title to the Mine lands. The first time that I became aware of the Lien Claimants was around November of 2022 when Nuna and Epiroc filed claims against Pure Gold, January of 2023 when Veolia filed claims against Pure Gold, and last month when SCR first submitted materials opposing the Approval and Reverse Vesting Order (as defined in the Monitor’s Sixth Report).

### ***History of the Mine’s Valuation***

14. I was heavily involved in the underwriting process for the Sprott Financing with respect to the Mine.
15. Sprott used a number of tools to value Pure Gold and the Mine around 2019 in consideration for the Sprott Financing. These tools included:
  - (a) Pure Gold’s market capitalization rate; and
  - (b) a feasibility study completed by Pure Gold in 2019 (the “**2019 FS**”) and its related economic analysis.

16. In my experience, lenders do not use real estate appraisals to gauge the value of a mine because they do not accurately reflect the value of the potential value of the underground minerals (with the minerals ultimately being the largest contributor to the value of the Mine).

*i. Market Capitalization*

17. Lenders often use the market capitalization rate as a tool to value mines. The market capitalization rate reflects what the public views the company to be worth at any given point in time.

18. In my opinion, the market capitalization rate is an influential tool for determining the value of the Mine and Pure Gold. At the end of the day, Pure Gold is essentially a single asset company, with the Mine being its single asset. Therefore, the market capitalization provides a strong indication of the Mine's value at a point in time.

19. Sprott prepared a spreadsheet that tracked Pure Gold's market capitalization for all trading days starting from August 7, 2019 (when the parties entered into the Sprott Financing) to March 17, 2023 (the "**Market Cap Spreadsheet**"). Attached as **Exhibit "C"** is a copy of the Market Cap Spreadsheet. All amounts are quantified in CAD.

20. The way to determine market capitalization is to multiply company's share price by its total number of outstanding shares at that point in time. According to the Market Cap Spreadsheet, Pure Gold was valued at CAD ~\$215,700,000 on August 7, 2019, being the date of the Sprott Financing.

21. The following table outlines the market capitalization value of Pure Gold at certain time periods, according to the Market Cap Spreadsheet:

| Lien Claimant | Market capitalization on the date Lien Claimant allege they began work at the Mine (in the filed lien) (CAD) | Market capitalization on the oldest dated Lien Claimants' outstanding invoice (CAD) |
|---------------|--|---|
| Veolia        | February 1, 2020 - ~\$297,500,000  | June 16, 2022 - ~ \$171,000,000   |
| SCR           | June 1, 2021 - ~\$655,300,000  | September 27, 2022 - ~\$102,000,000   |

| Lien Claimant | Market capitalization on the date Lien Claimant allege they began work at the Mine (in the filed lien) (CAD) | Market capitalization on the oldest dated Lien Claimants' outstanding invoice (CAD) |
|---------------|--|---|
| Epiroc        | August 25, 2021 - ~\$467,500,000   | August 26, 2022 - ~\$80,000,000   |
| Nuna          | November 28, 2021 - ~\$343,000,000   | June 14, 2022 - ~\$168,000,000  |

*ii. 2019 FS*

22. The 2019 FS is another tool for determining the value of the Mine and Pure Gold. In this case, Sprott used the 2019 FS as one of the tools to underwrite the Sprott Financing.
23. For mines, feasibility studies are a comprehensive study of a mineral deposit in which all geological, engineering, legal, operating, economical, social, environmental, and other relevant factors are considered in sufficient detail, so that the document could reasonably serve as the basis for a final investment decision by a financial institution to finance the development of the deposit for mineral production.
24. The 2019 FS concluded that there were significant mineral reserves at the Mine, and that the Mine's net present value was CAD \$353,000,000 pre-tax, and CAD \$247,000,000 post-tax, using a USD \$1,275 per ounce gold price.

**SISP**

25. After being granted CCAA protection, Pure Gold implemented a Court-approved sale and investment solicitation process (the "**SISP**"). The SISP began on July 11, 2022, and resulted in the "**Transaction**" (as defined in the Monitor's sixth report) that the Court approved on May 29, 2023.
26. As noted, Sprott LP is the CCAA Interim Facility Lender to Pure Gold, and these funds were partly used to fund the SISP.
27. At the outset of the SISP, Sprott believed the value of the Mine and Pure Gold was in excess of USD \$150,000,000. Sprott believed its loan to be covered, and hoped that it would be fully paid out.

28. The results from the SISP were obviously disappointing for Sprott. As the Monitor concluded in paragraph 1 of section 4.1 of the Monitor's Sixth Report, the value of the transaction is between \$49.4 million to \$58.4 million (CAD). This result leaves Sprott facing a substantial shortfall in excess of ~\$213,000,000 on the amounts if financed Pure Gold.
29. However, Sprott also knows the market was well canvassed in the SISP process and agrees that the value of the Mine at this time is the value of the Transaction just as the Monitor concluded.

### ***The Lien Claimants***

30. The Lien Claimants filed materials in these proceedings to argue that they have priority to the proceeds from the Transaction (as defined in the Monitor's sixth report) ahead of the Sprott Security. I will address each of the Lien Claimants' claims in the following paragraphs.

#### ***i. The Nuna Claim***

31. Pure Gold and Nuna entered into a Master Services Agreement dated May 1, 2022 which sets out the principal terms under which Nuna would provide labour, materials, and equipment for ore crushing, hauling, and dumping at the Mine (the "**Nuna MSA**").
32. On October 31, 2022, Nuna filed a construction lien against some or all of the Mine Lands with the Ontario Land Registry Offices of Kenora under Instrument No. KN111773 for the amount of \$3,828,741.92 (the "**Nuna Lien**").
33. On November 7, 2022, Nuna filed a Statement of Claim (the "**Nuna SOC**") against Pure Gold and Sprott Corp. which alleges the services under various purchase order contracts were provided by Nuna from November 28, 2021 to October 26, 2022.
34. The Nuna SOC asserts priority over the Sprott Security. I had not heard of Nuna, its lien, or its assertion of priority over the Sprott Security, until receipt of Nuna SOC in November 2022.
35. I am informed by Samira Saadatian, Pure Gold's Corporate Controller, and verily believe that as of December 31, 2022, the most recent statement of accounts receivable

provided by Nuna to Pure Gold show a balance owing by Pure Gold to Nuna of \$3,833,491.92.

36. Sprott considered Nuna's services as purely operational in nature within the already existing structures of the Mine. None of the work by Nuna created any structures on the Mine.

*ii. The SCR Claim*

37. On November 1, 2022, SCR filed a construction lien against some or all of the Mine Lands with the Ontario Land Registry Offices of Kenora under Instrument No. KN111798 for the amount of \$577,053.22 (the "**SCR Lien**").
38. The SCR Lien indicates it supplied labour, material and equipment in part for drilling, bolting, equipment operation, personnel supply and equipment rental to Pure Gold between June 1, 2022 to October 31, 2022.
39. I am not aware of any legal action taken by SCR to support its lien claim, nor was I aware of SCR asserting any priority of its lien claim over the Sprott Security until just prior to swearing this affidavit.
40. I am informed by Samira Saadatian and verily believe that as of May 25, 2023 Pure Gold owes SCR \$413,656.19.
41. Sprott considered SCR's services to provide underground mining equipment and miners to operate that equipment as purely operational in nature and performed within the already existing structures of the Mine. None of the work by SCR created any structures on the Mine.

*iii. The Epiroc Claim*

42. On November 1, 2022, Epiroc Canada Inc. ("**Epiroc**") filed a construction lien against some or all of the Mine Lands with the Ontario Land Registry Offices of Kenora under Instrument No. KN111788 for the amount of \$1,202,873.52 (the "**Epiroc Lien**").
43. On November 2, 2022, Epiroc filed a Statement of Claim (the "**Epiroc SOC**") against Pure Gold and Sprott Corp. indicating Epiroc allegedly supplied, rented, and serviced



mining equipment to Pure Gold and technicians to service that equipment in respect of the Mine from August 25, 2021 to October 25, 2021.

44. The Epiroc SOC asserts priority over the Sprott Security. I had not heard of Epiroc, its lien, or its assertion of priority over the Sprott Security, until receipt of Epiroc SOC in November 2022.
45. I am informed by Samira Saadatian and verily believe that as of May 25, 2023, the most recent statement of account between Epiroc and Pure Gold shows a balance owing by Pure Gold to Epiroc of \$822,602.12.
46. Sprott considered Epiroc's services to lease mining equipment and provide technicians to service that equipment as purely operational in nature and performed within the already existing structures of the Mine. None of the work by Epiroc created any structures on the Mine.

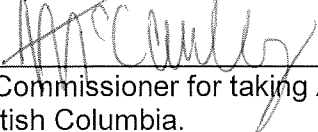
*iv. The Veolia Claim*

47. Around March of 2020, Veolia submitted a proposal to Pure Gold whereby Veolia would design, fabricate, supply, and transport a mobile water treatment facility (the "**Mobile WTF**") to the Mine Lands (the "**Veolia WTF Agreement**"). The contract price of the Veolia WTF Agreement was CAD \$4,886,572.00, including tax.
48. Pure Gold also placed seven purchase orders for services related to the installation of the Mobile WTF. The total contract prices of these seven purchase orders was CAD \$448,425.96.
49. Under the Veolia WTF Agreement and the various purchase orders, Veolia designed, supplied, and transported to the Mine the Mobile WTF for operational use at the Mine. I also understand that Pure Gold created the infrastructure for the Mobile WTF to be placed on. For example, Pure Gold set up a temporary tent that would cover the Mobile WTF. The tent material is similar to aluminum, easily movable, and often used at mine sites for temporary purposes.
50. I also understand that Veolia provides Pure Gold with ongoing services relating to the operation of the Mobile WTF, including the rental of all or substantially all of the water treatment plant equipment to Pure Gold and maintenance of such equipment. I am

informed by Samira Saadatian and verily believe that that Veolia invoices Pure Gold \$65,427.00 per month for these rental services (the "WTP Rental Agreement").

- 51. Attached as **Exhibit "D"** is a true copy of Pure Gold's payment history to Veolia under the various agreements by the parties.
- 52. On November 29, 2022, Veolia filed a construction lien against some or all of the Mine Lands with the Ontario Land Registry Offices of Kenora under Instrument No. KN112284 for the amount of \$317,973.35 (the "**Veolia Lien**").
- 53. On January 23, 2023, Veolia filed a Statement of Claim against Pure Gold and Sprott Corp. (the "**Veolia SOC**") which indicated that the services under the Veolia WTP Agreement and the various related purchase orders included the installation of a water treatment plant and provision of parts and chemicals related thereto were provided by Veolia from February 1, 2020 to November 29, 2022.
- 54. I only became aware of the Veolia Lien and Veolia SOC a few days before swearing this affidavit.
- 55. I am informed by Samira Saadatian and verily believe that as of June 13, 2023, Pure Gold has paid Veolia over CAD \$9,360,276.35 with respect to the Mobile WTF.
- 56. Sprott considered Veolia's services to provide the temporary and portable Mobile WTF as purely operational in nature and performed within the already existing structures of the Mine. None of the work by Veolia created any permanent structures on the Mine.

AFFIRMED BEFORE ME at Vancouver,  
British Columbia, on June 15, 2023.

  
 \_\_\_\_\_  
 A Commissioner for taking Affidavits for  
 British Columbia.

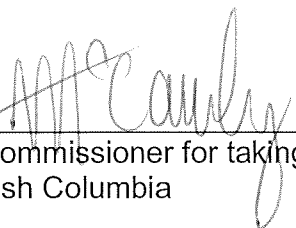
)  
)  
)  
)  
)  
)  
)



\_\_\_\_\_  
**NARINDER NAGRA**

**ALEXANDRA McCRAWLEY**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
 666 Burrard Street, Suite 2800  
 Vancouver, BC V6C 2Z7  
 604.687.9444

This is **Exhibit "A"** referred to in  
the Affidavit of Narinder Nagra sworn  
before me at Vancouver, British Columbia  
on this the 15th day of June, 2023

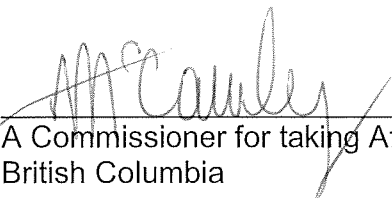
  
A Commissioner for taking Affidavits for  
British Columbia

**ALEXANDRA McCAWLEY**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
666 Burrard Street, Suite 2800  
Vancouver, BC V6C 2Z7  
604.687.9444

PureGold Mining  
Sprott Secured Amount Funding Summary  
USD

| Facility                      | Funding Date | Amount               |
|-------------------------------|--------------|----------------------|
| <b><u>Gold Stream</u></b>     |              |                      |
| Advance 1                     | 7-Aug-19     | \$25,000,000         |
| <b>Total</b>                  |              | <b>\$25,000,000</b>  |
| <b><u>Senior Facility</u></b> |              |                      |
| Advance 1                     | 7-Aug-19     | \$10,000,000         |
| Advance 2                     | 30-Apr-20    | \$20,000,000         |
| Advance 3                     | 8-Dec-20     | \$35,000,000         |
| Advance 4                     | 14-Apr-21    | \$12,500,000         |
| Advance 5                     | 18-Jun-21    | \$7,500,000          |
| <b>Total Senior Facility</b>  |              | <b>\$85,000,000</b>  |
| <b><u>2022 Advances</u></b>   |              |                      |
| Advance 1                     | 11-Jul-22    | \$2,249,419          |
| Advance 2                     | 5-Aug-22     | \$137,961            |
| Advance 3                     | 6-Sep-22     | \$282,752            |
| Advance 4                     | 30-Sep-22    | \$2,171,675          |
| Advance 5                     | 5-Oct-22     | \$243,683            |
| <b>Total 2022 Advances</b>    |              | <b>\$5,085,490</b>   |
| <b><u>DIP Facility</u></b>    |              |                      |
| Advance 1                     | 1-Nov-22     | \$2,000,000          |
| Advance 2                     | 23-Nov-22    | \$1,500,000          |
| Advance 3                     | 14-Dec-22    | \$1,500,000          |
| Advance 4                     | 29-Dec-22    | \$1,500,000          |
| Advance 5                     | 31-Jan-23    | \$2,000,000          |
| Advance 6                     | 2-Mar-23     | \$1,500,000          |
| Advance 7                     | 27-Mar-23    | \$1,500,000          |
| Advance 8                     | 17-Apr-23    | \$500,000            |
| Advance 9                     | 27-Apr-23    | \$750,000            |
| Advance 10                    | 11-May-23    | \$300,000            |
| Advance 11                    | 18-May-23    | \$250,000            |
| <b>Total DIP Facility</b>     |              | <b>\$13,300,000</b>  |
| <b>Grand Total</b>            |              | <b>\$128,385,490</b> |

This is **Exhibit "B"** referred to in  
the Affidavit of Narinder Nagra sworn  
before me at Vancouver, British Columbia  
on this the 15th day of June, 2023



A Commissioner for taking Affidavits for  
British Columbia

**ALEXANDRA McCAWLEY**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
666 Burrard Street, Suite 2800  
Vancouver, BC V6C 2Z7  
604.687.9444

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 55

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |   |    |                        |            |
|--------------------|---|----|------------------------|------------|
| <i>PIN</i>         | 42005 - 0041  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2272 SEC DPF; MINING CLAIM KRL21281 BAIRD; DISTRICT OF KENORA   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0042  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2271 SEC DPF; MINING CLAIM KRL21280 BAIRD; DISTRICT OF KENORA   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0043  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2264 SEC DPF; MINING CLAIM KRL20588 BAIRD; BAIRD/RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0044  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2256 SEC DPF; MINING CLAIM KRL19368 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0051  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2255 SEC DPF; MINING CLAIM KRL19367 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0052  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2253 SEC DPF; MINING CLAIM KRL19280 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0053  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2251 SEC DPF; MINING CLAIM KRL19278 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0056  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2270 SEC DPF; MINING CLAIM KRL21278 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0057  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2269 SEC DPF; MINING CLAIM KRL21277 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0058  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2261 SEC DPF; MINING CLAIM KRL20585 BAIRD THE WEST PT OF WHICH WAS RESTAKED AS MINING CLAIM KRL20585A; BAIRD/RED LAKE |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0059  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2241 SEC DPF; MINING CLAIM KRL20170 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0060  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2260 SEC DPF; MINING CLAIM KRL20169 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0061  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2254 SEC DPF; MINING CLAIM KRL19281 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0062  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2252 SEC DPF; MINING CLAIM KRL19279 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0063  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2268 SEC DPF; MINING CLAIM KRL21276 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0064  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2267 SEC DPF; MINING CLAIM KRL21275 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0065  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2262 SEC DPF; MINING CLAIM KRL20586 BAIRD THE WEST PT OF WHICH WAS RESTAKED AS MINING CLAIM KRL20586A; BAIRD/RED LAKE |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0066  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2242 SEC DPF; MINING CLAIM KRL20171 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |   |    |                        |            |
|--------------------|---|----|------------------------|------------|
| <i>PIN</i>         | 42005 - 0067  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2259 SEC DPF; MINING CLAIM KRL19720 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0068  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2258 SEC DPF; MINING CLAIM KRL19719 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0070  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 4271 SEC DPF MRO; PT MINING CLAIM KRL36016 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0071  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 4272 SEC DPF MRO; MINING CLAIM KRL36017 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0072  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 4273 SEC DPF MRO; MINING CLAIM KRL36018 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0073  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1012 SEC DPF; MINING CLAIM KRL13024 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0074  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1637 SEC DPF; MINING CLAIM KRL3 BAIRD/HEYSON (RECORDED AS KRL12746); MINING CLAIM KRL286 BAIRD/HEYSON (RECORDED AS KRL12749); MINING CLAIM KRL6 HEYSON (RECORDED AS KRL12747); MINING CLAIM KRL288 BAIRD (RECORDED AS KRL12748); RED LAKE |    |                        |            |
| <i>Address</i>     | DISTRICT OF KENORA  |    |                        |            |
| <i>PIN</i>         | 42005 - 0075  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2266 SEC DPF; MINING CLAIM KRL21274 BAIRD; DISTRICT OF KENORA   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0076  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2265 SEC DPF; MINING CLAIM KRL21273 BAIRD; DISTRICT OF KENORA   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0077  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2263 SEC DPF; MINING CLAIM KRL20587 BAIRD (THE WEST PT OF WHICH WAS RESTAKED AND RECORDED AS KRL20587A); BAIRD/RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0078  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2239 SEC DPF; MINING CLAIM KRL19687 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0079  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2248 SEC DPF; MINING CLAIM KRL18728 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0080  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2257 SEC DPF; MINING CLAIM KRL19686 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0081  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 4274 SEC DPF MRO; PT MINING CLAIM KRL36019 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0082  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1011 SEC DPF; MINING CLAIM KRL12922 BAIRD; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0083  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2276 SEC DPF; MINING CLAIM KRL21378 BAIRD; BAIRD/RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42005 - 0084  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 2240 SEC DPF; MINING CLAIM KRL19688 BAIRD; RED LAKE   |    |                        |            |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|             |  |
|-------------|--|
| Address     | RED LAKE   |
| PIN         | 42005 - 0085 LT Interest/Estate Fee Simple   |
| Description | PCL 2249 SEC DPF; MINING CLAIM KRL18729 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0086 LT Interest/Estate Fee Simple   |
| Description | PCL 2243 SEC DPF; MINING CLAIM KRL19685 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0087 LT Interest/Estate Fee Simple   |
| Description | PCL 1907 SEC DPF; MINING CLAIM KRL19236 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0088 LT Interest/Estate Fee Simple   |
| Description | PCL 1908 SEC DPF; MINING CLAIM KRL19237 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0089 LT Interest/Estate Fee Simple   |
| Description | PCL 4277 SEC DPF MRO; PT MINING CLAIM KRL38094 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0090 LT Interest/Estate Fee Simple   |
| Description | PCL 4275 SEC DPF MRO; MINING CLAIM KRL38091 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE   |
| Address     | RED LAKE   |
| PIN         | 42005 - 0091 LT Interest/Estate Fee Simple   |
| Description | PCL 4276 SEC DPF MRO; MINING CLAIM KRL38092 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0092 LT Interest/Estate Fee Simple   |
| Description | PCL 1010 SEC DPF; MINING CLAIM KRL12921 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0093 LT Interest/Estate Fee Simple   |
| Description | PCL 1007 SEC DPF; MINING CLAIM KRL5 BAIRD (RECORDED AS KRL12667); RED LAKE   |
| Address     | RED LAKE   |
| PIN         | 42005 - 0094 LT Interest/Estate Fee Simple   |
| Description | PCL 1006 SEC DPF; MINING CLAIM KRL4 BAIRD/HEYSON (RECORDED AS KRL12664); RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0095 LT Interest/Estate Fee Simple   |
| Description | PCL 2274 SEC DPF; MINING CLAIM KRL21317 BAIRD; BAIRD/RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0096 LT Interest/Estate Fee Simple   |
| Description | PCL 2275 SEC DPF; MINING CLAIM KRL21318 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0097 LT Interest/Estate Fee Simple   |
| Description | PCL 2250 SEC DPF; MINING CLAIM KRL18778 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0098 LT Interest/Estate Fee Simple   |
| Description | PCL 2434 SEC DPF; MINING CLAIM KRL19684 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0099 LT Interest/Estate Fee Simple   |
| Description | PCL 1911 SEC DPF; MINING CLAIM KRL19235 BAIRD; RED LAKE  |
| Address     | RED LAKE   |
| PIN         | 42005 - 0100 LT Interest/Estate Fee Simple   |
| Description | PCL 1912 SEC DPF; MINING CLAIM KRL19238 BAIRD , RESERVING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE |
| Address     | RED LAKE   |
| PIN         | 42005 - 0101 LT Interest/Estate Fee Simple   |
| Description | PCL 1513 SEC DPF; MINING CLAIM KRL12726 BAIRD , RESERVING THE SRO ON   |



|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE

|             |   |
|-------------|---|
| Address     | RED LAKE  |
| PIN         | 42005 - 0102 LT Interest/Estate Fee Simple  |
| Description | PCL 1021 SEC DPF; MINING CLAIM KRL12662 BAIRD; RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0103 LT Interest/Estate Fee Simple  |
| Description | PCL 1020 SEC DPF; MINING CLAIM KRL12661 BAIRD; RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0104 LT Interest/Estate Fee Simple  |
| Description | PCL 1015 SEC DPF; MINING CLAIM KRL13 BAIRD (RECORDED AS KRL12658); RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0105 LT Interest/Estate Fee Simple  |
| Description | PCL 1016 SEC DPF; MINING CLAIM KRL14 BAIRD (RECORDED AS KRL 12665); RED LAKE  |
| Address     | RED LAKE  |
| PIN         | 42005 - 0106 LT Interest/Estate Fee Simple  |
| Description | PCL 1524 SEC DPF; MINING CLAIM KRL15 BAIRD/HEYSON (RECORDED AS KRL12675), RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE  |
| Address     | RED LAKE  |
| PIN         | 42005 - 0107 LT Interest/Estate Fee Simple  |
| Description | PCL 1022 SEC DPF; MINING CLAIM KRL12663 BAIRD; RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0108 LT Interest/Estate Fee Simple  |
| Description | PCL 1005 SEC DPF; MINING CLAIM KRL12660 BAIRD; RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0109 LT Interest/Estate Fee Simple  |
| Description | PCL 1004 SEC DPF; MINING CLAIM KRL12659 BAIRD; RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0110 LT Interest/Estate Fee Simple  |
| Description | PCL 1280 SEC DPF; MINING CLAIM KRL12526 BAIRD; RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0111 LT Interest/Estate Fee Simple  |
| Description | PCL 1523 SEC DPF; MINING CLAIM KRL1192 BAIRD/HEYSON (RECORDED AS KRL12674), RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE |
| Address     | RED LAKE  |
| PIN         | 42005 - 0112 LT Interest/Estate Fee Simple  |
| Description | PCL 2273 SEC DPF; MINING CLAIM KRL21316 BAIRD , EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE; RED LAKE            |
| Address     | RED LAKE  |
| PIN         | 42005 - 0113 LT Interest/Estate Fee Simple  |
| Description | PCL 2435 SEC DPF; MINING CLAIM KRL19788 BAIRD; RED LAKE   |
| Address     | RED LAKE  |
| PIN         | 42005 - 0115 LT Interest/Estate Fee Simple  |
| Description | PCL 1909 SEC DPF; MINING CLAIM KRL19181 BAIRD , RESERVING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE          |
| Address     | RED LAKE  |
| PIN         | 42005 - 0116 LT Interest/Estate Fee Simple  |
| Description | PCL 1514 SEC DPF; MINING CLAIM KRL12727 BAIRD , RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE                                |
| Address     | RED LAKE  |
| PIN         | 42005 - 0117 LT Interest/Estate Fee Simple  |
| Description | PCL 1496 SEC DPF; MINING CLAIM KRL12728 BAIRD , RESERVING THE SRO ON  |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE

Address RED LAKE

PIN 42005 - 0119 LT Interest/Estate Fee Simple

Description PCL 3578 SEC DPF MRO; PT MINING CLAIM KRL12522 BAIRD; PT MINING CLAIM KRL12527 BAIRD AS IN, LT58006; RED LAKE

Address RED LAKE

PIN 42005 - 0270 LT Interest/Estate Fee Simple

Description PCL 1304 SEC DPF; MINING CLAIM KRL12529 BAIRD; RED LAKE; SUBJECT TO AN EASEMENT IN GROSS OVER PT PCL 1304 SEC DPF; PT MINING CLAIM KRL12529 PT 8, 23R14609 AS IN KN83881; MUNICIPALITY OF RED LAKE

Address RED LAKE

PIN 42005 - 0271 LT Interest/Estate Fee Simple

Description PCL 1278 SEC DPF; MINING CLAIM KRL12524 BAIRD; RED LAKE

Address RED LAKE

PIN 42005 - 0272 LT Interest/Estate Fee Simple

Description PCL 1287 SEC DPF; MINING CLAIM KRL12638 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT SRO AS IN LT73821; RED LAKE

Address RED LAKE

PIN 42005 - 0273 LT Interest/Estate Fee Simple

Description PCL 1279 SEC DPF; MINING CLAIM KRL12525 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; EXCEPT SRO AS IN LT73821; RED LAKE

Address RED LAKE

PIN 42005 - 0274 LT Interest/Estate Fee Simple

Description PCL 1294 SEC DPF; MINING CLAIM KRL11505 BAIRD EXCEPT SRO AS IN LT73821 & SRO PT 1 23R4608; RED LAKE

Address RED LAKE

PIN 42005 - 0275 LT Interest/Estate Fee Simple

Description PCL 1291 SEC DPF; MINING CLAIM KRL11502 BAIRD; RED LAKE

Address RED LAKE

PIN 42005 - 0276 LT Interest/Estate Fee Simple

Description PCL 1910 SEC DPF; MINING CLAIM KRL19182 BAIRD RESERVING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE

Address RED LAKE

PIN 42005 - 0277 LT Interest/Estate Fee Simple

Description PCL 1499 SEC DPF; MINING CLAIM KRL12822 BAIRD RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE

Address RED LAKE

PIN 42005 - 0278 LT Interest/Estate Fee Simple

Description PCL 1497 SEC DPF; MINING CLAIM KRL12820 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE

Address RED LAKE

PIN 42005 - 0279 LT Interest/Estate Fee Simple

Description PCL 1500 SEC DPF; MINING CLAIM KRL12823 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE

Address RED LAKE

PIN 42005 - 0280 LT Interest/Estate Fee Simple

Description PCL 1498 SEC DPF; MINING CLAIM KRL12821 BAIRD; RED LAKE

Address RED LAKE

PIN 42005 - 0281 LT Interest/Estate Fee Simple

Description PCL 1501 SEC DPF; MINING CLAIM KRL12824 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FLAT LAKE; RED LAKE

Address RED LAKE

PIN 42005 - 0282 LT Interest/Estate Fee Simple

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |   |
|--------------------|---|
| <i>Description</i> | PCL 1430 SEC DPF; MINING CLAIM KRL12964 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0283 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1429 SEC DPF; MINING CLAIM KRL12963 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE                    |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0284 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1282 SEC DPF; MINING CLAIM KRL12601 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO AS IN LT73821 & PT 2 23R8022; RED LAKE      |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0285 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1297 SEC DPF; MINING CLAIM KRL11508 BAIRD EXCEPT SRO AS IN LT73821, PT 10, 11 & 12 23R4608 & PT 1 23R8022; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0286 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1296 SEC DPF; MINING CLAIM KRL11507 BAIRD; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0287 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1293 SEC DPF; MINING CLAIM KRL11504 BAIRD; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0288 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1292 SEC DPF; MINING CLAIM KRL11503 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0289 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1276 SEC DPF; MINING CLAIM KRL12836 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE  |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0290 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1416 SEC DPF; MINING CLAIM KRL12706 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE                    |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0291 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1415 SEC DPF; MINING CLAIM KRL12705 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO PT 6, 23R8021, MRO AS IN LT232857; RED LAKE |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0292 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1285 SEC DPF; MINING CLAIM KRL12604 BAIRD EXCEPT SROAS IN LT73821, & PT 3 23R8022; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0293 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1286 SEC DPF; MINING CLAIM KRL12605 BAIRD EXCEPT SRO AS IN LT73821; RED LAKE  |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0294 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1284 SEC DPF; MINING CLAIM KRL12603 BAIRD; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0295 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1283 SEC DPF; MINING CLAIM KRL12602 BAIRD; RED LAKE   |
| <i>Address</i>     | RED LAKE  |
| <i>PIN</i>         | 42005 - 0296 LT <i>Interest/Estate</i> Fee Simple   |
| <i>Description</i> | PCL 1275 SEC DPF; MINING CLAIM KRL12837 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE  |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

SHORE OF FAULKENHAM LAKE; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0297 LT *Interest/Estate* Fee Simple

*Description* PCL 1423 SEC DPF; MINING CLAIM KRL12704 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO PT 5 23R8021 & MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0298 LT *Interest/Estate* Fee Simple

*Description* PCL 1417 SEC DPF; MINING CLAIM KRL12730 BAIRD EXCEPT SRO AS IN LT73821 & LT147860; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0300 LT *Interest/Estate* Fee Simple

*Description* PCL 1426 SEC DPF; MINING CLAIM KRL12953 BAIRD EXCEPT PT 1 23R8021 & MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0301 LT *Interest/Estate* Fee Simple

*Description* PCL 1427 SEC DPF; MINING CLAIM KRL12954 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO PT 2 23R8021 AND EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0302 LT *Interest/Estate* Fee Simple

*Description* PCL 1425 SEC DPF; MINING CLAIM KRL12647 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO AS IN PT 3, 4 & 7 23R8021, AND EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0303 LT *Interest/Estate* Fee Simple

*Description* PCL 1432 SEC DPF; MINING CLAIM KRL12648 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0304 LT *Interest/Estate* Fee Simple

*Description* PCL 1431 SEC DPF; MINING CLAIM KRL12965 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0305 LT *Interest/Estate* Fee Simple

*Description* PCL 1665 SEC DPF; MINING CLAIM KRL12876 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0306 LT *Interest/Estate* Fee Simple

*Description* PCL 1668 SEC DPF; MINING CLAIM KRL12875 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0307 LT *Interest/Estate* Fee Simple

*Description* PCL 1659 SEC DPF; MINING CLAIM KRL12858 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0308 LT *Interest/Estate* Fee Simple

*Description* PCL 1660 SEC DPF; MINING CLAIM KRL12859 BAIRD EXCEPTING THEREOUT AND THEREFROM THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0309 LT *Interest/Estate* Fee Simple

*Description* PCL 1674 SEC DPF; MINING CLAIM KRL12864 BAIRD EXCEPTING THEREOUT & THEREFROM THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT MRO AS IN LT232857; RED LAKE

*Address* RED LAKE

*PIN* 42005 - 0310 LT *Interest/Estate* Fee Simple

*Description* PCL 1433 SEC DPF; MINING CLAIM KRL12642 BAIRD EXCEPT MRO AS IN LT232857;

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|             |   |    |                 |            |
|-------------|---|----|-----------------|------------|
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0311  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1435 SEC DPF; MINING CLAIM KRL12644 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE                            |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0312  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1434 SEC DPF; MINING CLAIM KRL12643 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE                            |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0313  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1424 SEC DPF; MINING CLAIM KRL12646 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0314  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1666 SEC DPF; MINING CLAIM KRL12880 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0315  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1676 SEC DPF; MINING CLAIM KRL12877 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0316  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1669 SEC DPF; MINING CLAIM KRL12878 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0317  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1670 SEC DPF; MINING CLAIM KRL12879 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0318  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1662 SEC DPF; MINING CLAIM KRL12861 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0319  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1661 SEC DPF; MINING CLAIM KRL12860 BAIRD EXCEPTING THEREOUT & THEREFROM THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT MRO AS IN LT232857; RED LAKE |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0320  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1675 SEC DPF; MINING CLAIM KRL12865 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0321  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1428 SEC DPF; MINING CLAIM KRL12955 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0322  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1436 SEC DPF; MINING CLAIM KRL12645 BAIRD EXCEPT MRO AS IN LT232857, S/T, IF ENFORCEABLE, EXECUTION NO. 98-00156; RED LAKE  |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0323  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1667 SEC DPF; MINING CLAIM KRL12881 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |
| Address     | RED LAKE  |    |                 |            |
| PIN         | 42005 - 0324  | LT | Interest/Estate | Fee Simple |
| Description | PCL 1671 SEC DPF; MINING CLAIM KRL12882 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |    |                 |            |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |   |
|--------------------|---|
| <b>Address</b>     | RED LAKE  |
| <b>PIN</b>         | 42005 - 0325 LT <i>Interest/Estate</i> Fee Simple   |
| <b>Description</b> | PCL 1672 SEC DPF; MINING CLAIM KRL12883 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| <b>Address</b>     | RED LAKE  |
| <b>PIN</b>         | 42005 - 0326 LT <i>Interest/Estate</i> Fee Simple   |
| <b>Description</b> | PCL 1663 SEC DPF; MINING CLAIM KRL12863 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| <b>Address</b>     | RED LAKE  |
| <b>PIN</b>         | 42005 - 0327 LT <i>Interest/Estate</i> Fee Simple   |
| <b>Description</b> | PCL 1673 SEC DPF; MINING CLAIM KRL12862 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| <b>Address</b>     | RED LAKE  |
| <b>PIN</b>         | 42005 - 0328 LT <i>Interest/Estate</i> Fee Simple   |
| <b>Description</b> | PCL 1664 SEC DPF; MINING CLAIM KRL12866 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| <b>Address</b>     | RED LAKE  |
| <b>PIN</b>         | 42005 - 0329 LT <i>Interest/Estate</i> Fee Simple   |
| <b>Description</b> | PCL 7119 SEC DPF MRO; MINING CLAIM KRL12642 BAIRD; MINING CLAIM KRL12643 BAIRD; MINING CLAIM KRL12644 BAIRD; MINING CLAIM KRL12645 BAIRD; MINING CLAIM KRL12646 BAIRD; MINING CLAIM KRL12647 BAIRD; MINING CLAIM KRL12648 BAIRD; MINING CLAIM KRL12704 BAIRD; MINING CLAIM KRL12705 BAIRD; MINING CLAIM KRL12706 BAIRD; MINING CLAIM KRL12858 BAIRD; MINING CLAIM KRL12859 BAIRD; MINING CLAIM KRL12860 BAIRD; MINING CLAIM KRL12861 BAIRD; MINING CLAIM KRL12862 BAIRD; MINING CLAIM KRL12863 BAIRD; MINING CLAIM KRL12864 BAIRD; MINING CLAIM KRL12865 BAIRD; MINING CLAIM KRL12866 BAIRD; MINING CLAIM KRL12875 BAIRD; MINING CLAIM KRL12876 BAIRD; MINING CLAIM KRL12877 BAIRD; MINING CLAIM KRL12878 BAIRD; MINING CLAIM KRL12879 BAIRD; MINING CLAIM KRL12880 BAIRD; MINING CLAIM KRL12881 BAIRD; MINING CLAIM KRL12882 BAIRD; MINING CLAIM KRL12883 BAIRD; MINING CLAIM KRL12953 BAIRD; MINING CLAIM KRL12954 BAIRD; MINING CLAIM KRL12955 BAIRD; MINING CLAIM KRL12963 BAIRD; MINING CLAIM KRL12964 BAIRD; MINING CLAIM KRL12965 BAIRD; RED LAKE  |
| <b>Address</b>     | RED LAKE  |
| <b>PIN</b>         | 42005 - 0352 LT <i>Interest/Estate</i> Fee Simple   |
| <b>Description</b> | FIRSTLY: MINING CLAIM KRL12523 BAIRD; SECONDLY: MINING CLAIM KRL12522 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006; THIRDLY: MINING CLAIM KRL12521 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS (AS TO SEVENTHLY), VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO UNDER LT73821 & EXCEPTING SRO PT 1 23R12344; FOURTHLY: MINING CLAIM KRL11509 BAIRD AMENDED BY LT138124, EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; FIFTHLY: MINING CLAIM KRL11506 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; SIXTHLY: MINING CLAIM KRL12527 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006 & EXCEPT PT 1, 23R10828 SRO; SEVENTHLY: MINING CLAIM KRL12528 BAIRD EXCEPT SRO AS IN 23R5427 PT 5, 14 TO 20 THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF ROSS LAKE; S/T EASEMENT OVER PT 9, 11 AND 23, 23R5427 AS IN LT123741 AMENDED BY LT155422; S/T LT123745; SUBJECT TO AN EASEMENT IN GROSS OVER PART MINING CLAIM KRL12527, PART 1, PLAN 23R14608 BAIRD AS IN KN83850; SUBJECT TO AN EASEMENT IN GROSS OVER 1STLY: PT MINING CLAIM KRL12527 PT 1 23R14609; 2NDLY: PT MINING CLAIM KRL12528 PT 2 23R14609; 3RDLY: PT MINING CLAIM KRL12523 PTS 3, 4 & 5 23R14609; 4THLY: PT MINING CLAIM KRL12521 & KRL12523 PT 6 23R14609; 5THLY: PT MINING CLAIM KRL12521, PT 7 23R14609 AS IN KN83878; MUNICIPALITY OF RED LAKE |
| <b>Address</b>     | RED LAKE  |
| <b>PIN</b>         | 42010 - 0058 LT <i>Interest/Estate</i> Fee Simple   |
| <b>Description</b> | PCL 3518 SEC DPF; MINING CLAIM KRL13082 BAIRD/HEYSON; MINING CLAIM KRL13083 BAIRD/HEYSON; MINING CLAIM KRL13084 BAIRD/HEYSON; MINING CLAIM KRL13254 HEYSON; MINING CLAIM KRL13475 HEYSON RESERVING THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF COIN LAKE; MINING CLAIM KRL13476 BAIRD/HEYSON; MINING CLAIM KRL13477 BAIRD/HEYSON; RED LAKE   |
| <b>Address</b>     | RED LAKE  |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |   |                        |            |
|--------------------|---|------------------------|------------|
| <i>PIN</i>         | 42010 - 0059 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1515 SEC DPF; PT MINING CLAIM KRL13060 HEYSON NOT COVERED BY THE WATER OF COIN LAKE; RESERVING THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF COIN LAKE; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0083 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1516 SEC DPF; MINING CLAIM KRL13061 HEYSON; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0084 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1517 SEC DPF; PT MINING CLAIM KRL13062 HEYSON NOT COVERED BY THE WATERS OF COIN LAKE, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF COIN LAKE; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0094 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1519 SEC DPF; MINING CLAIM KRL13068 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF SNIB LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF SNIB LAKE; MINING CLAIM KRL13069 HEYSON; MINING CLAIM KRL13241 HEYSON; MINING CLAIM KRL13242 HEYSON; MINING CLAIM KRL13243 HEYSON; MINING CLAIM KRL13244 HEYSON; MINING CLAIM KRL13255 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF SNIB LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF SNIB LAKE; MINING CLAIM KRL13554 HEYSON; MINING CLAIM KRL13659 HEYSON; MINING CLAIM KRL13660 HEYSON; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0095 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1616 SEC DPF; MINING CLAIM K1457 HEYSON (RECORDED AS K.R.L.12758); RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0096 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1615 SEC DPF; MINING CLAIM K1456 HEYSON (RECORDED AS K.R.L.12759) EXCEPT SRO AS IN LT73822; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0100 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1633 SEC DPF; MINING CLAIM KRL16672 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0101 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1637 SEC DPF; MINING CLAIM K1464 HEYSON (RECORDED AS K.R.L. 12751); MINING CLAIM K1465 HEYSON (RECORDED AS K.R.L. 12750), BEING LAND AND LAND COVERED WITH THE WATER OF A SMALL UNNAMED LAKE WITHIN THE LIMITS OF THIS CLAIM, EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE SAID LAKE; MINING CLAIM KRL12752 HEYSON; PT MINING CLAIM KRL12753 HEYSON EXCEPT SRO AS IN LT73822, SRO PT 17 & 18 23R4628, EXCEPTING THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER THE HYDRO-ELECTRIC TRANSMISSION LINE CROSSING SAID CLAIM.; PT MINING CLAIM KRL12754 HEYSON EXCEPTING THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER THE HYDRO-ELECTRIC TRANSMISSION LINE CROSSING SAID CLAIM.; MINING CLAIM KRL12755 HEYSON; MINING CLAIM KRL12756 HEYSON EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER THE HYDRO-ELECTRIC TRANSMISSION LINE PASSING THROUGH SAID CLAIM; RED LAKE |                        |            |
| <i>Address</i>     | DISTRICT OF KENORA  |                        |            |
| <i>PIN</i>         | 42010 - 0102 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1009 SEC DPF; MINING CLAIM KRL12669 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF A LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0103 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1023 SEC DPF; MINING CLAIM KRL12666 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF A SMALL LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |   |                        |            |
|--------------------|---|------------------------|------------|
| <i>PIN</i>         | 42010 - 0104 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1008 SEC DPF; MINING CLAIM KRL12668 HEYSON; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0105 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1521 SEC DPF; MINING CLAIM KRL1190 HEYSON (RECORDED AS KRL 12676), EXCEPT SRO AS IN LT73822; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0106 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1522 SEC DPF; MINING CLAIM KRL1191 HEYSON (RECORDED AS K.R.L. 12673) EXCEPT SRO AS IN LT73822; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0107 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1530 SEC DPF; MINING CLAIM KRL12683 HEYSON EXCEPT SRO PT 22 23R4628 & SRO AS IN LT73822; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0108 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1289 SEC DPF; MINING CLAIM KRL12640 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0109 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1302 SEC DPF; MINING CLAIM KRL12838 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0110 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1528 SEC DPF; MINING CLAIM KRL12681 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE  |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0111 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1520 SEC DPF; MINING CLAIM KRL1189 HEYSON (RECORDED AS K.R.L. 12677) EXCEPT SRO AS IN LT73822; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0112 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1525 SEC DPF; MINING CLAIM KRL12678 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0113 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1527 SEC DPF; MINING CLAIM KRL12680 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0114 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1529 SEC DPF; MINING CLAIM KRL12682 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE   |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |
| <i>PIN</i>         | 42010 - 0115 LT   | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1526 SEC DPF; MINING CLAIM KRL12679 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE, EXCEPT SRO PT 21 23R4628 & SRO AS IN LT73822; RED LAKE |                        |            |
| <i>Address</i>     | RED LAKE  |                        |            |



The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 12 of 55

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |   |    |                        |            |
|--------------------|---|----|------------------------|------------|
| <i>PIN</i>         | 42010 - 0116  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1531 SEC DPF; PT MINING CLAIM KRL12684 HEYSON EXCEPT SRO PT 19 & 20<br>23R4628 & SRO AS IN LT73822; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0117  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1630 SEC DPF; MINING CLAIM KRL19224 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0118  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1629 SEC DPF; MINING CLAIM KRL19223 HEYSON EXCEPT SRO AS IN LT73822;<br>RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0119  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1625 SEC DPF; MINING CLAIM KRL5447 HEYSON (RECORDED AS K.R.L. 12760);<br>RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0120  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1634 SEC DPF; PT MINING CLAIM KRL16673 HEYSON EXCEPT SRO PT 14, 15 &<br>16 23R4628 & SRO AS IN LT73822; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0121  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1619 SEC DPF; MINING CLAIM KRL12766 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0122  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1631 SEC DPF; MINING CLAIM KRL19225 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0123  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1632 SEC DPF; MINING CLAIM KRL19226 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0124  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1618 SEC DPF; MINING CLAIM KRL12765 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0125  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1617 SEC DPF; MINING CLAIM KRL12764 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0126  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1826 SEC DPF; MINING CLAIM KRL19428 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0127  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1827 SEC DPF; MINING CLAIM KRL19429 HEYSON BEING LAND AND LAND<br>COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS<br>OF THIS MINING CLAIM; RED LAKE |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0128  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1803 SEC DPF; MINING CLAIM KRL19430 HEYSON BEING LAND AND LAND<br>COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS<br>OF THIS MINING CLAIM; RED LAKE |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0129  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1825 SEC DPF; MINING CLAIM KRL19313 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0130  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1824 SEC DPF; MINING CLAIM KRL19312 HEYSON; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |
| <i>PIN</i>         | 42010 - 0131  | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1823 SEC DPF; MINING CLAIM KRL19311 HEYSON BEING LAND AND LAND<br>COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS<br>OF THIS MINING CLAIM; RED LAKE |    |                        |            |
| <i>Address</i>     | RED LAKE  |    |                        |            |

|                   |
|-------------------|
| <b>Properties</b> |
|-------------------|

|                    |  |    |                        |            |
|--------------------|--|----|------------------------|------------|
| <i>PIN</i>         | 42010 - 0132   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1822 SEC DPF; MINING CLAIM KRL19310 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0133   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1821 SEC DPF; MINING CLAIM KRL19309 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0134   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1802 SEC DPF; MINING CLAIM KRL19308 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0135   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1801 SEC DPF; MINING CLAIM KRL19307 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0136   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1800 SEC DPF; MINING CLAIM KRL19306 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0137   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1799 SEC DPF; MINING CLAIM KRL19254 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0138   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1798 SEC DPF; MINING CLAIM KRL19253 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0139   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1797 SEC DPF; MINING CLAIM KRL19252 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0140   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1796 SEC DPF; MINING CLAIM KRL19251 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0141   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1288 SEC DPF; PT MINING CLAIM KRL12639 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0142   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1290 SEC DPF; PT MINING CLAIM KRL12641 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0143   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1795 SEC DPF; MINING CLAIM KRL19250 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0144   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1794 SEC DPF; MINING CLAIM KRL19249 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0145   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1793 SEC DPF; MINING CLAIM KRL19248 HEYSON; RED LAKE   |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0146   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | PCL 1792 SEC DPF; MINING CLAIM KRL19247 HEYSON EXCEPTING THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER THE TRAVELLED ROAD CROSSING SAID CLAIM; EXCEPT SRO IN LT73772; RED LAKE  |    |                        |            |
| <i>Address</i>     | RED LAKE   |    |                        |            |
| <i>PIN</i>         | 42010 - 0364   | LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | FIRSTLY: MINING CLAIMS KRL407 & KRL457 HEYSON; SECONDLY: MRO MINING CLAIM KRL456 HEYSON; THIRDLY: MRO MINING CLAIM KRL408 HEYSON; FOURTHLY: MRO MINING CLAIM KRL458 DOME/HEYSON; FIFTHLY: MRO MINING CLAIM KRL459 HEYSON; SIXTHLY: MRO MINING CLAIM KRL460 HEYSON; SEVENTHLY: MRO MINING CLAIM KRL461 HEYSON; MUNICIPALITY OF RED LAKE |    |                        |            |

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 14 of 55

**Properties**

Address RED LAKE

PIN 42010 - 0371 LT Interest/Estate Fee Simple

Description MINING RIGHTS ONLY: MINING CLAIM K1445 HEYSON; MINING CLAIM K1446 HEYSON BEING LAND AND LAND UNDER THE WATERS OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1447 HEYSON BEING LAND AND LAND UNDER THE WATERS OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1448 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1449 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE, PARTIALLY WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1450 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE LYING WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1451 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOB'S LAKE, LYING WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1452 HEYSON BEING LAND AND LAND UNDER THE WATERS OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; RED LAKE; S/T LT30315 AS TRANSFERRED BY LT31498

Address RED LAKE

PIN 42010 - 0374 LT Interest/Estate Fee Simple

Description SURFACE RIGHTS ONLY: MINING CLAIM K1445 HEYSON; MINING CLAIM K1446 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1447 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1448 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1449 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE ; MINING CLAIM K1450 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE; MINING CLAIM K1451 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1452 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; RESERVING THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF SAID LAKES; RED LAKE; MUNICIPALITY OF RED LAKE

Address RED LAKE

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name PURE GOLD MINING INC.

Address for Service 1055 West Haslings Street, Suite 1900  
Vancouver, BC V6E 2E9

I, Darin Labrenz, President &amp; CEO, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

Capacity

Share

Name SPROTT RESOURCE LENDING CORP.

Address for Service Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2600  
Toronto, ON M5J 2J1**Statements**

Schedule: See Schedules

**Provisions**

|                          |  |          |     |
|--------------------------|--|----------|-----|
| Principal                | \$75,000,000.00                        | Currency | USD |
| Calculation Period       | MONTHLY ON THE FIRST DAY OF EACH MONTH |          |     |
| Balance Due Date         | ON DEMAND                              |          |     |
| Interest Rate            | 25%                                    |          |     |
| Payments                 |  |          |     |
| Interest Adjustment Date |  |          |     |
| Payment Date             | SEE SCHEDULE                           |          |     |
| First Payment Date       |  |          |     |
| Last Payment Date        |  |          |     |
| Standard Charge Terms    |  |          |     |
| Insurance Amount         | Full insurable value                   |          |     |
| Guarantor                |  |          |     |

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 15 of 55

**Signed By**

|                      |  |                          |        |            |
|----------------------|--|--------------------------|--------|------------|
| Shannon Leigh Wilson | 199 Bay Street, Suite 4000<br>Toronto<br>M5L 1A9 | acting for<br>Chargor(s) | Signed | 2019 08 06 |
|----------------------|--|--------------------------|--------|------------|

Tel 416-863-2400

Fax 416-863-2653

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

|                             |  |            |
|-----------------------------|--|------------|
| BLAKE CASSELS & GRAYDON LLP | 199 Bay Street, Suite 4000<br>Toronto<br>M5L 1A9 | 2019 08 06 |
|-----------------------------|--|------------|

Tel 416-863-2400

Fax 416-863-2653

**Fees/Taxes/Payment**

|                            |         |
|----------------------------|---------|
| Statutory Registration Fee | \$64.40 |
| Total Paid                 | \$64.40 |

**File Number**

Chargee Client File Number : 101992-00007

DEMAND DEBENTURE

PRINCIPAL SUM: US\$75,000,000

DATE: AUGUST 6, 2019

ARTICLE 1PROMISE TO PAY

1.1 Promise to Pay: PURE GOLD MINING INC. (the “Chargor”), for value received, hereby acknowledges itself indebted and covenants and promises to pay to or to the order of SPROTT RESOURCE LENDING CORP., as collateral agent (together with its successors and assigns, the “Chargee” or the “Agent”), at the address set forth in Section 4.2 or at such other place as the Agent may designate by notice in writing to the Chargor, ON DEMAND, the aggregate principal amount of SEVENTY FIVE MILLION UNITED STATES DOLLARS (US\$75,000,000) and interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid) to and including the date of payment, at a rate of twenty-five per cent (25%) per annum, calculated and compounded monthly on the first day of each month, as well after as before demand and as well after as before default or judgment with interest on overdue interest at the same rate.

This Debenture, *inter alia*, secures payment to the Agent of all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Chargor under, arising from, in connection with or with respect to each and all of the Credit Agreement, the Production Payment Agreement, the Purchase Agreement, and any unpaid indebtedness, liabilities or obligations thereunder (collectively, the “Secured Obligations”).

1.2 Revolving Facility: The Credit Agreement may contain a revolving credit facility that permits the Chargor to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously repaid thereunder, all upon satisfaction of certain conditions stated in the Credit Agreement. This Debenture secures, in part, all advances and re-advances made at any time and from time to time under the Credit Agreement.

1.3 Interpretation: In this Debenture, unless there is something in the subject matter or context that is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall have the following meanings:

“Account” has the meaning set out in Section 3.9 hereof.

“Act” has the meaning set out in Section 2.1(b) hereof.

“Agent” has the meaning set out in Section 1.1 hereof.

“Charged Premises” has the meaning set out in Section 2.1 hereof.

“Chargee” has the meaning set out in Section 1.1 hereof.

“Chargor” has the meaning set out in Section 1.1 hereof.

“Contract” has the meaning set out in Section 3.9 hereof.

“Credit Agreement” means the credit agreement made as of August 6, 2019 between, *inter alia*, SPROTT PRIVATE RESOURCE LENDING II (COLLECTOR), LP, as lender, and the Chargor, as borrower, as may be amended, modified, supplemented or restated from time to time.

“Event of Default” has the following meanings, as applicable:

- with respect to any default or event of default under the Credit Agreement, “Event of Default” has the meaning ascribed thereto in the Credit Agreement;

- with respect to any default or event of default under the Production Payment Agreement, “Event of Default” has the meaning ascribed thereto in the Production Payment Agreement; and
- with respect to any default or event of default under the Purchase Agreement, “Event of Default” has the meaning ascribed thereto in the Purchase Agreement.

“**Excluded Collateral**” has the meaning set out in Section 2.2 hereof.

“**Lease**” means any existing and future lease, sublease, agreement to lease, offer to lease, licence or right of occupation granted from time to time to or in favour of the Chargor entitling the lessee, sublessee or grantee thereunder to use or occupy all or any part of the Real Property, in each case, as assigned, amended, modified, supplemented or restated from time to time.

“**Leased Lands**” has the meaning set out in Section 2.1(a) hereof.

“**Mining Rights**” has the meaning set out in Section 2.1(a) hereof.

“**Owned Lands**” has the meaning set out in Section 2.1(a) hereof.

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, or corporation with or without share capital, body corporate, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, government or Governmental Authority or entity, however designated or constituted.

“**Production Payment Agreement**” means the production payment agreement made as of August 6, 2019 between SPOTT PRIVATE RESOURCE LENDING II (CO), INC., as payee, and the Chargor, as payor, as may be amended, modified, supplemented or restated from time to time.

“**Purchase Agreement**” means the purchase and sale agreement made as of August 6, 2019 between SPOTT PRIVATE RESOURCE LENDING II (CO), INC., as purchaser, and the Chargor, as seller, as may be amended, modified, supplemented or restated from time to time.

“**Real Property**” has the meaning set out in Section 2.1(a) hereof.

“**Revenues**” has the meaning set out in Section 2.1(b)(vi) hereof.

“**Secured Obligations**” has the meaning set out in Section 1.1 hereof.

“**Security Interests**” has the meaning set out in Section 2.1 hereof.

## ARTICLE 2

### SECURITY

2.1 Security: As security for the due and timely payment of the Secured Obligations, but subject to this Section 2.1, Section 2.2 hereof and the Permitted Encumbrances, the Chargor:

- (a) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in (and provided that where the interest of the Chargor in any real property is by way of leasehold, such mortgage and charge is by way of sublease) as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Agent, all of its right, title, estate and interest (whether freehold or leasehold), present and future, now owned or hereafter acquired, in and to all of its undertaking, property, assets, rights, benefits and privileges, both real and personal, moveable and immovable of whatsoever nature and kind, including without limitation, the following:

- (i) all lands and premises (whether freehold or leasehold) in which the Chargor has any legal or beneficial right, title, interest, claim, privilege, benefit or entitlement, including, without limitation,
  - (A) those lands and premises described in Schedule A hereto (the “**Owned Lands**”), together with the respective rights-of-way, easements, licences and privileges appurtenant or appertaining thereto;
  - (B) those lands and premises described in Schedule B hereto (the “**Leased Lands**”) in which the Chargor has a leasehold or subleasehold interest therein pursuant to each Lease; and
  - (C) the unpatented mining claims and/or mineral dispositions issued under the *Mining Act* (Ontario) described in Schedule C hereto (the “**Mining Rights**”),

including, without limitation (x) all land leases, rights, leases, subleases, licences, easements, rights-of-way, profits a prendre and interests in real property with respect to the Owned Lands and Leased Lands (and all renewals, extensions and amendments or substitutions thereof) and all other facilities relating to or required for use in connection with the Owned Lands and Leased Lands to the extent of any interest therein, and (y) such of the Owned Lands and Leased Lands may be specifically described in any one or more supplements to this Debenture;

- (ii) all buildings, erections, structures and improvements, underground facilities, power, fuel and water supply, storage, waste disposal, roads and other transportation facilities presently situated on or under the Owned Lands and/or the Leased Lands or which may at any time hereafter be constructed or brought or placed on or under the Owned Lands and/or the Leased Lands or used in connection with the Owned Lands and/or the Leased Lands;
- (iii) all fixed machinery, plant, equipment, apparatus and fittings and other fixtures located at, on or used in connection with the Owned Lands and/or the Leased Lands ; and
- (iv) all interests in any of the foregoing and all benefits and rights to be derived by the Chargor in respect thereof,

(all of the property and rights therein set out in paragraph 2.1(a) being collectively, the “**Real Property**”);

- (b) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Agent, all of its right, title, estate and interest, present and future, in and to any and all personal property in which a security interest can be taken, reserved, created or granted whether under the *Personal Property Security Act* (Ontario) (the “**Act**”), any similar personal property security legislation in any jurisdiction in which any of the Charged Premises is located or otherwise under any statute or Applicable Law or in equity and which is now or at any time hereafter owned by the Chargor or in which the Chargor now has or at any time hereafter acquires any interest of any nature whatsoever, including, without in any way limiting the generality of the foregoing, the interest of the Chargor in:

- (i) all materials, supplies, machinery, equipment, fixtures, inventory, vehicles, furniture, tools, accessories and appliances now or hereafter owned or acquired by or on behalf of the Chargor and every interest therein which the Chargor now has or hereafter acquires, wheresoever situate;

- (ii) all present and future accounts (including, without limitation, cash collateral accounts), accounts receivable, money (including, without limitation, all money in any bank accounts), intangibles, claims, contract rights, demands, chattel papers, instruments, documents, warehouse receipts, bills of lading, notes and choses in action, together with any and all security therefor, including, without limiting the generality of the foregoing, all present and future mortgages receivable, debentures, bonds, promissory notes, bills of exchange, judgments and book debts, now due or hereafter to become due to or owned by the Chargor, together with all securities, documents, computer disks, tapes, software or records now or hereafter owned by the Chargor and representing or evidencing the said debts, accounts, accounts receivable, claims, contract rights, demands and choses in action and all other rights and benefits in respect thereof;
- (iii) all rights, agreements, licenses, permits, consents, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans, patents, trademarks, trade names, copyrights and other industrial and intellectual property, goodwill, know-how, rights to carry on business and specifications presently owned and hereafter acquired by the Chargor in respect of or in any way relating to the development or construction of the Real Property or any part thereof;
- (iv) all present and future computer hardware, software, programs and electronically stored data, and all rights, agreements, licences, permits and consents in respect of or in any way relating to such computer hardware, software and programs including, without limitation, all paper cards, magnetic tapes, discs, diskettes, drums or magnetic bubbles and whether permanently installed in hardware or crystallized in firmware, and all codes, passwords and security devices in respect thereof;
- (v) all shares, stocks, warrants, bonds, debentures, debenture stock, partnership interests, joint venture interests or other securities investments now or hereafter owned by the Chargor;
- (vi) all rents, revenues, income, insurance proceeds, expropriation proceeds, other proceeds and other monies to which the Chargor may from time to time be entitled from all sources which pertain to or are derived from the Real Property or any part thereof including, without limitation, all income and proceeds (whether in cash or on credit) received or receivable by or on behalf of the Chargor in respect of the use, occupancy or enjoyment of the Real Property or any part thereof or for the sale of goods or the provision of services on, at or from the Real Property or from judgments, settlements or other resolutions of disputes relating to the ownership, use, construction, development, operation, maintenance or management of the Real Property (collectively, "**Revenues**"); and
- (vii) the benefit of any guarantees or indemnities relating to all or part of the property referred to in paragraph 2.1(b)(vi),

and with respect to paragraphs 2.1(b)(i) to (vii) inclusive, in, to and under all amendments, extensions, renewals, replacements and substitutions of any of the foregoing, all increases, additions and accessions thereto and all rights, remedies, powers, easements, privileges and claims of the Chargor thereunder (whether arising pursuant thereto or available to the Chargor at law or in equity) including, without limitation, the right of the Chargor to enforce the foregoing and the obligations of the other parties thereto and to give or withhold any and all consents, requests, directions, approvals, extensions and/or waivers thereunder;

- (c) assigns, transfers and sets over unto and in favour of the Agent, as and by way of a fixed and specific assignment, all of its right, title, estate and interest, present and future, in and to:



- (i) any agreements relating to the Real Property (including, without limitation, those relating to construction or development on, or operation of, the Real Property) or the business, undertaking and operations of the Chargor; and
  - (ii) all amendments, extensions, renewals, replacements and substitutions of any of the property referred to in paragraph 2.1(c)(i) and all benefits, rights, remedies, privileges, claims, powers and advantages of the Chargor to be derived therefrom or thereunder (whether arising pursuant thereto or available to the Chargor at law or in equity) and all covenants, obligations and agreements of the other parties thereto including, without limitation, the right of the Chargor to enforce any of the foregoing and the obligations of the other parties thereto and to give or withhold any and all consents, requests, directions, approvals, extensions and/or waivers thereunder;
- (d) assigns, transfers and sets over unto and in favour of the Agent, as and by way of a general assignment, all of its right, title, estate and interest present and future, in and to:
- (i) any and all existing and future Leases, any agreements relating to the Real Property (including, without limitation, those relating to construction or development on, or operation of, the Real Property) or the business, undertaking and operations of the Chargor and all existing and future leases, licenses or concessions whereby any Person is given the right by the Chargor to use or occupy the whole or any part or parts of the Real Property, and all extensions, amendments, restatements, renewals, supplements, replacements and substitutions thereof or therefor which may hereafter be effected or entered into, and all covenants, obligations and agreements of other parties thereunder or in any agreement collateral thereto, including without limitation, the benefit of any right, option or obligation of any Person to acquire any of the Leases or an interest therein, to renew or extend any Leases, to acquire rights in other lands and premises, and any other collateral advantage or benefit to be derived from the Leases or any of them;
  - (ii) all rents and other moneys now due and payable to the Chargor or hereafter to become due and payable to the Chargor under the Leases and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Chargor thereto in the name of the Chargor;
  - (iii) all present and future intangibles arising exclusively from or out of the Real Property or any part or parts thereof and the property and assets referred to in subsections 2.1(b) and (c) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action;
  - (iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments relating to the Real Property or any part or parts thereof and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefit, power and advantage of the Chargor to be derived therefrom;
  - (v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments relating to the Real Property or any part or parts thereof and all proceeds and other moneys now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Chargor to be derived therefrom; and

- (vi) the proceeds of any and all existing or future insurance policies pertaining to the Real Property or the property and assets referred to in subsections 2.1(b) and (c) and paragraphs 2.1(d)(i) to (v) inclusive and all proceeds of expropriation or similar taking of the Real Property or any part or parts thereof and all benefit, power and advantage of the Chargor to be derived therefrom provided that all such proceeds shall be held and applied in accordance with the Credit Agreement;
- (e) grants, conveys, mortgages, charges, pledges, assigns and creates a security interest in, as and by way of a fixed and specific mortgage, charge, pledge, assignment and security interest to and in favour of the Agent, all of its right, title, estate and interest, present and future, in and to all personal property in any form (including money) derived, directly or indirectly, from any dealing with the property referred to in subsections 2.1(a) to (d) inclusive, or proceeds therefrom or that indemnifies or compensates for all or part of such property or proceeds therefrom that is destroyed and damaged; and
- (f) grants, conveys, mortgages, charges, pledges and assigns as and by way of a floating charge to and in favour of the Agent all of the undertaking, property, assets, rights, entitlements, benefits and privileges, both real and personal, moveable and immovable, of every nature and kind, now or at any time and from time to time hereafter existing and owned by the Chargor (except such property and assets as are validly and effectively subject to any fixed and specific mortgage and charge or assignment, transfer or security interest created hereby) and which in each case is used in relation to or situated on, and which relates to the Real Property;

provided that the said grants, conveyances, mortgages, charges, pledges, transfers, assignments and security interests created pursuant to this Section 2.1 (collectively the “Security Interests”) shall not: (i) extend or apply to any personal property which is “consumer goods”, as such term is defined in the Act; or (ii) extend to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Chargor, but should such Security Interests become enforceable the Chargor shall thereafter stand possessed of such last day and shall hold it in trust for the Agent for the purpose of this Debenture and assign and dispose thereof as the Agent shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Agent, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons as new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Chargor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

All the undertaking, property and assets mortgaged and charged pursuant to Subsection 2.1(a) and all of the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Subsections 2.1(b), (e) and (f) hereof is collectively referred to as the “mortgaged property”; all the undertaking, property and assets assigned, transferred and set over pursuant to Subsections 2.1(c) and (d) is collectively referred to as the “assigned property”; and the mortgaged property and assigned property is collectively referred to as the “Charged Premises”. Wherever used herein in relation to the rights and remedies of the Chargee or the Agent the terms “Real Property”, “mortgaged property”, “assigned property” and “Charged Premises” shall, where the context permits, mean the whole or any part or parts thereof. Notwithstanding the foregoing or anything to the contrary, the mortgages, charges and security interests granted in this Debenture do not apply or extend to the Kinross Mining Properties.

TO HAVE AND TO HOLD the Charged Premises and all rights hereby conferred unto the Agent, its successors and assigns, for the uses and purposes and with the powers and authorities and subject to the terms and conditions set forth herein and in the Credit Agreement.

2.2 Excluded Collateral: Notwithstanding anything to the contrary contained in this Debenture, the Security Interests granted herein in respect of the Charged Premises shall not extend or attach to the right, title, interest or benefit of the Chargor in any of the Charged

Premises which by Applicable Law cannot be assigned or charged or which requires the consent of any third party or Governmental Authority to such assignment or charge or which, if assigned or charged, would give rise to a default, penalty or right of termination (collectively the “**Excluded Collateral**”) or the Kinross Mining Properties. The Chargor agrees that it will use commercially reasonable efforts to obtain such consents in respect of the Excluded Collateral and to the transfer or assignment of the Excluded Collateral to any third party who may acquire an interest in the Charged Premises as a result of the exercise by the Chargee or the Agent of its remedies hereunder. Upon such consent being obtained, the Security Interests contained herein shall apply to such Excluded Collateral without regard to this Section 2.2 and without the necessity of any further assurance to effect the Security Interests contained herein in respect thereto. Until such consent is obtained, the Chargor shall, to the extent that it may do so by Applicable Law or under the terms of the Excluded Collateral and without giving rise to any default, penalty or right of termination, hold all right, title, benefit and interest to be derived therefrom in trust for the Agent as additional security, as if the Security Interests contained herein applied, on the following basis:

- (a) prior to the occurrence and continuance of an Event of Default that has not been waived or cured, the Chargor is entitled to receive all proceeds in respect of such Excluded Collateral to the extent permitted by the Credit Agreement; and
- (b) on or after the occurrence and during the continuance of an Event of Default that has not been waived or cured, (i) all rights of the Chargor to receive such proceeds cease and all such proceeds will immediately be paid over to the Agent, and (ii) the Chargor will take all actions reasonably requested by the Agent to collect and enforce payment and other rights arising under the Excluded Collateral.

2.3 Delivery of Instruments, Securities, Etc.: The Chargor shall, upon reasonable request from the Agent, following the occurrence of and during the continuance of an Event of Default that has not been waived or cured, forthwith deliver to the Agent to be held by the Agent hereunder all instruments, securities, letters of credit, advices of credit and negotiable documents of title in its possession or control which pertain to or form part of the Charged Premises, and shall, where appropriate, duly endorse the same for transfer in blank or as the Agent may in writing direct and shall make all commercially reasonable efforts to deliver forthwith to the Agent any and all consents or other instruments or documents necessary to comply with any restrictions on the transfer thereof in order to transfer the same to the Agent.

2.4 Representations and Warranties of the Chargor: The Chargor represents and warrants to the Agent as follows:

- (a) French Name: The Chargor does not have or use a French form of name or a combined English and French form of name;
- (b) Address: The address of the Chargor’s chief executive office is the address noted in the Credit Agreement; and
- (c) Location of Charged Premises: With the exception of inventory in transit, all tangible assets comprising the Charged Premises are situated at the Real Property or the chief executive office.

The foregoing representations and warranties shall survive for so long as any of the Secured Obligations remain unpaid and, notwithstanding any investigation made by or on behalf of the Agent, shall continue in full force and effect for the benefit of the Agent during such period.

2.5 Covenants of the Chargor: So long as any of the Secured Obligations shall remain unpaid or the Chargor shall have the obligation to provide credit facilities pursuant to the Credit Agreement, the Chargor covenants and agrees with the Agent as follows:

- (a) No Accessions: The Chargor shall prevent any Charged Premises from being or becoming an accession to any property not subject to the Security Interests created by this Debenture;

- (b) Change of Name/Chief Executive Office: The Chargor shall not change its name or the location of its chief executive office without giving prior written notice to the Agent of the new name or chief executive office location and the date upon which such change of name or chief executive office location is to take effect; and
- (c) Registrations: The Chargor will, from time to time at the reasonable request of the Agent, promptly effect all registrations, filings, recordings and all renewals thereof and all re-registrations, re-filings and re-recordings of or in respect of this Debenture and the Security Interests created hereby in such offices of public record and at such times as may be necessary or of advantage in perfecting, maintaining and protecting the validity, effectiveness and priority hereof and of the Security Interests created hereby; provided that the Agent may effect all such registrations, filings, recordings, renewals, re-registrations, re-filings and re-recordings from time to time in its sole discretion at the expense of the Chargor.

### ARTICLE 3

#### RIGHTS AND REMEDIES

3.1 Remedies Upon Default: On or after the occurrence and during the continuance of an Event of Default under any of the Credit Agreement, the Production Payment Agreement and/or the Purchase Agreement that in each case has not been waived or cured in accordance with the provisions of the Credit Agreement, the Production Payment Agreement and/or the Purchase Agreement, as applicable, the Agent may do any one or more of the following:

- (a) by written notice to the Chargor, declare the Secured Obligations to be immediately due and payable without the necessity of presentment for payment, or notice of nonpayment and of protest (all of which are hereby expressly waived by the Chargor);
- (b) proceed to exercise any and all rights under this Debenture, the Credit Agreement, the Production Payment Agreement, the Purchase Agreement and any other document or instrument executed pursuant to this Debenture, the Credit Agreement, the Production Payment Agreement and/or the Purchase Agreement or any other rights otherwise available to it whether under this Debenture, the Credit Agreement, the Production Payment Agreement and/or the Purchase Agreement or otherwise, including enforcement of this Debenture;
- (c) take any action or proceeding authorized or permitted by this Debenture, the Credit Agreement, the Production Payment Agreement, the Purchase Agreement or by law or equity, and file or cause to be filed on its behalf such proofs of claim and other documents as may be necessary or desirable to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Chargor;
- (d) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;
- (e) immediately enter upon and take possession of, disable or remove all of the Charged Premises or any part or parts thereof with power, among other things, to exclude the Chargor, to preserve and maintain the Charged Premises and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, completing, repairing, preserving and protecting and operating the Charged Premises and all charges, payment of which may be necessary to preserve or protect the Charged Premises, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including, without limitation, power to advance its own moneys at the rate of interest provided for in the Credit Agreement and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;
- (f) whether or not the Agent has taken possession of the Charged Premises or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels,

at public auction, by public tender or by private sale, with only such notice as may be required by Applicable Law, either for cash or upon credit, at such time and upon such terms and conditions as the Agent may determine (including a term that a reasonable commission shall be payable to the Agent or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Premises and sell, lease or dispose thereof and the Agent may execute and deliver to any purchaser of the Charged Premises or any part thereof good and sufficient deeds and documents for the same;

- (g) require the Chargor, at the Chargor's expense, to assemble the Charged Premises at a place or places reasonably designated by notice in writing given by the Agent to the Chargor, and the Chargor agrees to so assemble the Charged Premises;
- (h) require the Chargor, by notice in writing given by the Agent to the Chargor, to disclose to the Agent the location or locations of the Charged Premises and the Chargor agrees to make such disclosure when so required by the Agent;
- (i) without legal process, enter any premises where the Charged Premises may be situated and take possession of the Charged Premises by any method permitted by Applicable Law;
- (j) carry on all or any part of the business or businesses of the Chargor relating to the Real Property and, to the exclusion of all others including the Chargor, enter upon, occupy and, subject to any requirements of Applicable Law and subject to the Leases or other agreements then in place, use all or any of the Charged Premises, premises, buildings, plant, undertaking, assets and other property comprising the Charged Premises for such time and in such manner as the Agent sees fit, free of charge and, except to the extent required by Applicable Law, the Agent shall not be liable to the Chargor for any act or omission (other than for gross negligence or wilful misconduct) in so doing or for any rent, charges, depreciation or damages or other amounts incurred in connection therewith or resulting therefrom;
- (k) borrow money for the purpose of carrying on the business of the Chargor relating to the Charged Premises or for the maintenance, preservation or protection of the Charged Premises and mortgage, charge, pledge or grant a security interest in the Charged Premises, whether or not in priority to the Security Interests to secure repayment of any money so borrowed;
- (l) where the Agent has taken possession of the Charged Premises, retain the Charged Premises irrevocably, to the extent not prohibited by Applicable Law, by giving notice thereof to the Chargor and to any other persons required by Applicable Law in the manner provided by Applicable Law;
- (m) send or employ inspectors or agents to inspect, audit and report upon the value, state and condition of the Charged Premises;
- (n) subject to Applicable Law, seize, collect, retain and administer the Charged Premises or any part or parts thereof in the Agent's discretion;
- (o) save and except for Permitted Encumbrances, pay any encumbrance, lien, claim or charge that validly exists or has been threatened against any of the Charged Premises and any amounts determined to be validly existing shall, when so paid, together with any costs, charges and expenses incurred by the Agent (including, without limitation, legal fees and disbursements on a substantial indemnity basis), be added to the Secured Obligations and shall bear interest at the rate of interest provided for in the Credit Agreement;
- (p) take proceedings in any court of competent jurisdiction to enforce payment by the Chargor of the Secured Obligations or any deficiency remaining upon application of proceeds of realization which are actually received by the Agent;

- (q) exercise or pursue any other remedy or proceeding authorized or permitted hereby or by the Act or any similar personal property security legislation or by any other legislation in any jurisdiction in which any of the Charged Premises is located or otherwise permitted by law or equity; and
- (r) with or without entry into possession of the Charged Premises, or any part thereof, appoint a receiver (which term shall include a receiver and manager) of the Charged Premises or any part thereof and of the rents and profits thereof pursuant to and in accordance with the provisions of the Credit Agreement and this Debenture and with or without security for the performance of the receiver's obligations and from time to time remove any receiver and appoint another in its stead. Upon the appointment of any such receiver or receivers from time to time, subject to Applicable Law, the following provisions shall apply:
  - (i) every such receiver shall be the irrevocable agent of the Chargor for all purposes with respect to the Charged Premises including, without limitation, for the collection of all Revenues owing or earned in respect of the Real Property or any part thereof;
  - (ii) every such receiver may, in the discretion of the Agent, be vested with all or any of the powers and discretion of the Agent under this Debenture and the Credit Agreement, including, without limitation, the power to carry on all or any part of the business of the Chargor relating to the Real Property and to sell, lease or otherwise dispose of the Charged Premises, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by Applicable Law, either for cash or on credit, at such time and upon such terms and conditions as the receiver may determine (including a term that a reasonable commission shall be payable to the receiver, or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Charged Premises and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby (other than for its gross negligence and wilful misconduct) and the receiver may execute and deliver to any purchaser of the Charged Premises or any part thereof good and sufficient deeds and documents for the same and such receiver shall also have the power to take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;
  - (iii) the Agent may from time to time fix the reasonable remuneration of every such receiver and every such receiver shall be entitled to deduct the same out of the income from the Charged Premises or the proceeds of disposition of the Charged Premises;
  - (iv) the appointment of every such receiver by the Agent shall not, to the extent permitted by Applicable Law, incur or create any liability on the part of the Agent to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Agent a mortgagee in possession in respect of the Real Property or any part thereof;
  - (v) subject to the provisions of the Leases, every such receiver shall, from time to time, have the power to lease or otherwise deal with any portion of the Real Property which may become vacant or available for lease on such terms and conditions as such receiver may deem advisable and shall have full power to complete any unfinished construction upon the Real Property (such power of the receiver to include, without limitation, the power to borrow funds in the name of and on the credit of the Chargor for such purposes, which borrowings may be secured by the Charged Premises, or any part thereof, and which security shall have such priority as the receiver deems appropriate);

- (vi) subject to the provisions of the Leases, every such receiver shall have full power to fully manage, develop, operate, lease, deal with agreements and the Leases, construct, complete, repair, renovate or alter the Real Property or any Project or any part thereof on behalf of the Chargor and to take all such actions as are required in the exercise of such powers including, without limitation, entering into, amending and terminating such contracts and other agreements relating to the Charged Premises as are necessary or advisable, in the opinion of the receiver, and the entering into, renewal, amendment, supplement or termination of any agreements and the Leases as the receiver may deem appropriate in its sole and absolute discretion; the aforementioned power shall include the power to borrow money in the name of and on the credit of the Chargor for all such purposes (which borrowings may be secured by the Charged Premises, or any part thereof, and which security shall have such priority as the receiver deems appropriate);
- (vii) no such receiver shall be liable to the Chargor to account for monies other than monies actually received by or in respect of the Charged Premises or any part thereof and out of such monies so received, every such receiver shall, subject to the further direction of the Agent, in the following order pay:
  - (A) his reasonable remuneration aforesaid;
  - (B) all payments made or incurred by him in connection with the management, operation, construction, completion, repair or alteration of the Charged Premises or any part thereof in accordance with the provisions thereof,
  - (C) all payments of interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Debenture or the Credit Agreement and all taxes, insurance premiums and every other proper expenditure made or incurred by him in respect of the Charged Premises or any part thereof and in payment of all interest, fees and other similar amounts due or falling due hereunder and the balance to be applied upon the Secured Obligations; and
  - (D) at the discretion of the receiver, interest, principal and other monies which may from time to time constitute an encumbrance on the Charged Premises subsequent or subordinate to this Debenture or the Credit Agreement;and every receiver may in its discretion retain reasonable reserves to pay accruing amounts and anticipated payments in connection with any of the foregoing; and any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accountable to the Chargor and upon termination of the receivership such receiver shall pay such surplus to the Chargor or pay it into court, as the receiver may elect;
- (viii) the Agent may at any time and from time to time terminate any such receivership by notice in writing to the Chargor and to any such receiver; and
- (ix) the receiver may carry out all actions and do all things that the Agent may do under this Debenture and the Credit Agreement as if it were the Agent (it being agreed that such powers are not in any way limited by the foregoing provisions of this Subsection 3.1(r)).

3.2 Sale of Charged Premises: The Chargor agrees that any sale referred to in Section 3.1 may be either a sale of all or any portion of the Charged Premises and may be by way of public auction, public tender, private contract or otherwise without notice, advertisement or any other formality, except as required by Applicable Law, all of which the Chargor waives to the extent

permitted by Applicable Law. To the extent not prohibited by Applicable Law, any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Agent, acting reasonably, thinks fit with power to vary or rescind any such sale or buy in at any public sale and resell. The Agent may sell the Charged Premises for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to any purchaser thereof good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale shall be a perpetual bar, both at law and in equity, against the Chargor and all those claiming an interest in the Charged Premises by, from, through or under the Chargor.

3.3 References to the Agent Include Receiver: For the purposes of Sections 3.1, 3.2, 3.4, 3.7, 3.8, 3.10, 3.11 and 3.14, a reference to the Agent shall, where the context permits, include any receiver or receiver and manager or other agent on behalf of the Agent appointed in accordance herewith.

3.4 Chargor's Rights: Notwithstanding anything to the contrary contained in this Debenture but subject to the terms of the Credit Agreement, until the Security Interests shall become and remain enforceable, the Chargor shall be entitled to deal with the Charged Premises and enforce, use and enjoy all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon the Security Interests becoming and remaining enforceable, the Agent may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Chargor in respect of the Charged Premises in its place and stead.

3.5 Judgment: Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Chargor to make payment of the principal hereby secured or interest thereon or other moneys owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Agent to interest at the rate hereinbefore specified and any judgment shall bear interest at such rate.

3.6 Interest: If any amount payable to the Agent under this Debenture is not paid when due, the Chargor will pay to the Agent, immediately on demand, interest on such amount from the date due until paid, at an annual rate equal to the rate of interest provided for in the Credit Agreement. All amounts payable by the Chargor to the Agent under this Debenture, and all interest on all such amounts will form part of the Secured Obligations and will be secured by the Security Interests.

3.7 Charge as Security:

- (a) It is expressly acknowledged and agreed that nothing herein contained shall obligate the Agent to assume or perform any obligation of the Chargor to any third party in respect of or arising out of any of the Charged Premises. The Agent may, however, only after the occurrence of and during the continuance of an Event of Default that has not been waived or cured, at its option, assume or perform any such obligations as the Agent considers necessary or desirable to obtain the benefit of the Charged Premises free of any set-off, deduction or abatement and any money expended by the Agent in this regard shall form part of and shall be deemed to form part of the Secured Obligations and bear interest at the rate equal to the rate of interest plus the default rate (if any) provided for in the Credit Agreement.
- (b) The exercise by the Agent of its rights under this Debenture or the assumption after the occurrence of and during the continuance of an Event of Default that has not been waived or cured, of certain obligations of the Chargor as referred to in Subsection 3.7(a) shall not constitute or have the effect of making the Agent a mortgagee in possession. Care, control and management of the Charged Premises shall remain and shall be deemed to be with the Chargor in the absence of clear and unequivocal action by the Agent depriving the Chargor of such care, control and management and the assumption thereof by the Agent.

3.8 Limitations on Agent's Liability: Except as otherwise provided by Applicable Law or this Debenture, the Agent will not be liable to the Chargor or any other Person for any failure or



delay in exercising any of the rights of the Agent under this Debenture (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Charged Premises, or to preserve rights against prior parties). Neither the Agent, nor any receiver or agent of the Agent is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Charged Premises in its possession. Neither the Agent nor any receiver or agent will be liable for any, and the Chargor will bear the full risk of all, loss or damage to any and all of the Charged Premises (including any Charged Premises in the possession of the Agent or any receiver or agent) caused for any reason other than if such loss or damage is due to the gross negligence or wilful misconduct of the Agent or any receiver appointed by the Agent.

3.9 Chargor Remains Liable under Accounts and Contracts: Notwithstanding any provision of this Debenture, the Chargor will remain liable under each of the agreements, contracts, Leases, material agreements, and other documents comprising the Charged Premises (each a “Contract”) to pay and satisfy all indebtedness, liabilities and other monetary obligations and to observe and perform all the conditions and obligations which are to be paid, satisfied, observed and performed by the Chargor thereunder, all in accordance with the terms of each such Contract. The Agent will have no obligation or liability under any account or monetary obligation (an “Account”) (or any Contract giving rise thereto) or Contract by reason of or arising out of this Debenture or the receipt by the Agent of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Agent will not be obligated in any manner to perform any of the obligations of the Chargor under or pursuant to any Account (or any Contract giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any Contract giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

3.10 Dealings by Agent: The Agent will not be obliged to exhaust its recourse against the Chargor or any other Person or against any other security it may hold in respect of the Secured Obligations before realizing upon or otherwise dealing with the Charged Premises in such manner as the Agent may consider desirable. The Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Chargor and any other Person following the occurrence of and during the continuance of an Event of Default that has not been waived or cured, and with any or all of the Charged Premises, and with other security and sureties, as the Agent may see fit, all without prejudice to the Secured Obligations or to the rights and remedies of the Agent under this Debenture or the Credit Agreement. The powers conferred on the Agent under this Debenture are solely to protect the interests of the Agent in the Charged Premises and will not impose any duty upon the Agent to exercise any such powers.

3.11 Possession of Charged Premises: Where any Charged Premises is in the possession of the Agent or any receiver or agent:

- (a) the Agent shall only have the duty of care with respect to such Charged Premises as would a reasonable and prudent owner, including the duty to use reasonable care in the custody and preservation thereof, provided that the Agent need not take any steps of any nature to defend or preserve the rights of the Chargor therein against the claims or demands of others or to preserve rights therein against prior parties;
- (b) the Agent may, at any time following the occurrence of and during the continuance of an Event of Default that has not been waived or cured, grant or otherwise create a security interest in such Charged Premises upon any terms provided that such terms do not impair the Chargor’s right to redeem such Charged Premises; and
- (c) the Agent may, at any time following the occurrence of and during the continuance of an Event of Default that has not been waived or cured, use such Charged Premises in any manner and to such extent as it deems necessary or desirable.

3.12 After Acquired Property: The Chargor covenants and agrees that, if and to the extent that any of its respective rights, titles, estates and interests in any of the Charged Premises is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interest of the Agent hereby created shall attach to such Charged Premises at the same time as the Chargor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Charged Premises shall be subject to the security interests created hereby in accordance with the provisions of Section 2.1 hereof.

3.13 Attachment: The Chargor hereby acknowledges and agrees that value has been given for the granting of the Security Interests and that there is no agreement between the Chargor and the Agent, express or implied, to postpone the attachment of the Security Interests except in respect of after-acquired property forming part of the Charged Premises, with respect to which the Security Interests shall attach at the same time as the Chargor acquires rights therein or thereto.

3.14 Indemnity: The Chargor agrees to indemnify the Agent from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent and arising by reason of any action (including any action referred to in this Debenture) or inaction or omission to do any act legally required by the Chargor. This indemnification will survive the satisfaction, release or extinguishment of the obligations secured and the security interests created by this Debenture.

3.15 No Greater Amount: Neither the Agent nor any subsequent holder of this Debenture may, at any time, claim any greater amount in respect of the principal amount of this Debenture than the aggregate amount of the Secured Obligations outstanding at that time. Payment to the Agent of interest for any period in respect of the Secured Obligations in accordance with the Credit Agreement is deemed to be payment in satisfaction of the interest payment for the same period under this Debenture.

3.16 Application of Proceeds: All monies collected by the Agent upon the enforcement of the Agent's rights and remedies under this Debenture, including any sale or other disposition of this Debenture or all or any portion of the Charged Premises, together with all monies received by the Agent under this Debenture, will be applied as provided in the Credit Agreement.

#### ARTICLE 4

##### GENERAL PROVISIONS

4.1 Remedies Cumulative and Waivers: For greater certainty, it is expressly understood and agreed that the rights and remedies of the Agent hereunder or under any other document or instrument executed pursuant to this Debenture are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Debenture or other document or instrument executed pursuant to this Debenture, the Credit Agreement, the Production Payment Agreement and/or the Purchase Agreement shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Agent may be lawfully entitled for such default or breach. Any waiver by the Agent of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained and any indulgence granted either expressly or by course of conduct by the Agent shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Agent under this Debenture or other document or instrument executed pursuant to this Debenture as a result of any other default or breach hereunder or thereunder.

4.2 Notice: Any demand, notice, consent or other communication to be made or given hereunder shall be made or given in accordance with the notice provisions of the Credit Agreement.

4.3 Further Assurances: Each party shall, at its own expense, promptly execute and deliver to the other upon request all such other and further documents, agreements, certificates and other

instruments in compliance with or accomplishment of their covenants and agreements hereunder or under any document to be delivered pursuant hereto or otherwise necessary to make any recording, file any notice or obtain any consent, all as may be reasonably necessary and appropriate in connection herewith.

4.4 Continuing Security: This Debenture and the rights and remedies it creates are a continuing agreement and security and shall bind the parties until discharge of this Debenture. No payment by the Chargor of the whole or any part of any Secured Obligations shall reduce the amount secured hereby unless specifically appropriated to and noted on this Debenture by the Agent.

4.5 No Marshalling: This Debenture shall be in addition to and not in substitution for any other security which the Agent may now or hereafter hold in respect of the Secured Obligations and the Agent shall be under no obligation to marshal in favour of the Chargor or other holder of security any monies or other assets which the Agent may be entitled to receive or upon which the Agent may have a claim.

4.6 Credit Agreement Paramount: This Debenture has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement. Notwithstanding the foregoing, in the event that this Debenture contains remedies which are in addition to the remedies set forth in the Credit Agreement, the existence of such additional remedies in this Debenture shall not constitute a conflict or inconsistency with the provisions of the Credit Agreement.

4.7 Amendment of Agreement: No supplement, modification, amendment, waiver or termination of this Debenture shall be binding unless executed in writing by all parties hereto. No waiver of any provision of this Debenture shall be deemed or shall constitute a waiver of any other provision of this Debenture (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise so expressed or provided.

4.8 Invalidity of Provisions: In case any one or more of the provisions contained in this Debenture should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and shall continue in full force and effect, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision. If any provision of this Debenture shall be invalid, illegal or unenforceable in any respect in any jurisdiction, it shall not affect the validity, legality or enforceability of such provision in any other jurisdiction or the validity, legality or enforceability of any other provision of this Debenture.

4.9 Time: Time shall be of the essence in this Debenture.

4.10 Successors and Assigns: The provisions of this Debenture shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. The Chargor may not assign or otherwise transfer any of its rights under this Debenture except in accordance with the provisions of the Credit Agreement.

4.11 Assignment by Agent: The rights of the Agent under this Debenture may be assigned by the Agent to a person to whom the Agent is also assigning its rights under the Credit Agreement, the Production Payment Agreement and/or the Purchase Agreement, all in accordance with the provisions of the Credit Agreement, the Production Payment Agreement and/or the Purchase Agreement, as applicable.

4.12 Attorney: The Chargor hereby irrevocably nominates, constitutes and appoints the Agent and each of its officers holding office from time to time as the true and lawful attorney of the Chargor with effect from and after the occurrence of and during the continuance of an Event of Default that has not been waived or cured, with power of substitution in the name of the Chargor to, after the occurrence of and during the continuance of an Event of Default that has not been waived or cured do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Agent reasonably considers necessary or desirable to carry out the provisions and purposes of this Debenture or to exercise any of its rights and remedies

hereunder and the Chargor hereby ratifies and agrees to ratify all reasonable acts of any such attorney taken or done in accordance with this Section 4.12. Without in any way limiting the generality of the foregoing, the Agent shall have the right following the occurrence of and during the continuance of an Event of Default that has not been waived or cured to execute for and in the name of the Chargor all financing statements, financing change statements, conveyances, transfers, assignments, consents and other instruments as may be required for such purposes. This power of attorney shall not be revoked or terminated by any act or thing other than the discharge of this Debenture.

4.13 Acknowledgement by Chargor: The Chargor acknowledges receipt of a copy of this Debenture and hereby expressly waives the right to receive a copy of any financing statement or a copy of the statement confirming the registration of any financing statement that may be registered in connection with the Security Interests.

4.14 Applicable Laws: This Debenture will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (without prejudice to or limitation of any other rights or remedies available to the Agent under the laws of any jurisdiction where property or assets of the Credit Parties may be found).

4.15 Attornment: The Chargor irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and irrevocably agrees that, at the Agent's discretion, any claims, actions or proceedings in respect of this Debenture will be heard and determined in such courts. The Chargor hereby waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of any such action or proceeding. The foregoing is without prejudice to the rights of the Agent to, in its discretion, bring claims, actions or proceedings in respect of this Debenture before any other court of competent jurisdiction. The Chargor hereby irrevocably consents to the service of any and all process in such action or proceeding by the delivery of such process to the Chargor at its address provided in accordance with Section 4.2.

4.16 Land Registration Reform Act: The implied covenants deemed to be included in a charge under Subsection 7(1) of the *Land Registration Reform Act* (Ontario) are hereby excluded by the terms of this Debenture, to the extent that same are inconsistent with the terms of this Debenture.

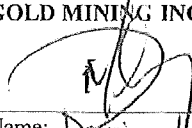
4.17 Waiver of Default: The Agent may by written notice to the Chargor waive any default of the Chargor hereunder on such terms and conditions as the Agent may determine, but no such waiver shall be taken to affect any subsequent default or the rights resulting therefrom.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Chargor has duly executed this Debenture as of the date first written above.

PURE GOLD MINING INC.

By:

  
Name: Darin Habrenz  
Title: President & CEO

I have authority to bind the corporation.

## SCHEDULE A

OWNED LANDS

|     | Claim No.              | Property Identification Number (PIN) | Legal Description   |
|-----|------------------------|--------------------------------------|---|
| 1.  | KRL21281               | 42005-0041                           | PCL 2272 SEC DPF; KRL 21281 BAIRD; DISTRICT OF KENORA   |
| 2.  | KRL21280               | 42005-0042                           | PCL 2271 SEC DPF; KRL 21280 BAIRD; DISTRICT OF KENORA   |
| 3.  | KRL20588               | 42005-0043                           | PCL 2264 SEC DPF; KRL 20588 BAIRD; BAIRD/RED LAKE   |
| 4.  | KRL19368               | 42005-0044                           | PCL 2256 SEC DPF; KRL 19368 BAIRD; BAIRD/RED LAKE   |
| 5.  | KRL19367               | 42005-0051                           | PCL 2255 SEC DPF; KRL 19367 BAIRD; BAIRD/RED LAKE   |
| 6.  | KRL19280               | 42005-0052                           | PCL 2253 SEC DPF; KRL 19280 BAIRD; RED LAKE   |
| 7.  | KRL19278               | 42005-0053                           | PCL 2251 SEC DPF; KRL 19278 BAIRD; RED LAKE   |
| 8.  | KRL21278               | 42005-0056                           | PCL 2270 SEC DPF; KRL 21278 BAIRD; RED LAKE   |
| 9.  | KRL21277               | 42005-0057                           | PCL 2269 SEC DPF; KRL 21277 BAIRD; RED LAKE   |
| 10. | KRL20585,<br>KRL20585A | 42005-0058                           | PCL 2261 SEC DPF; MINING CLAIM KRL20585 BAIRD THE WEST PT OF WHICH WAS RESTAKED AS MINING CLAIM KRL20585A; BAIRD/RED LAKE |
| 11. | KRL20170               | 42005-0059                           | PCL 2241 SEC DPF; KRL 20170 BAIRD; RED LAKE   |
| 12. | KRL20169               | 42005-0060                           | PCL 2260 SEC DPF; KRL 20169 BAIRD; RED LAKE   |
| 13. | KRL19281               | 42005-0061                           | PCL 2254 SEC DPF; KRL 19281 BAIRD; RED LAKE   |
| 14. | KRL19279               | 42005-0062                           | PCL 2252 SEC DPF; KRL 19279 BAIRD; RED LAKE   |
| 15. | KRL21276               | 42005-0063                           | PCL 2268 SEC DPF; KRL 21276 BAIRD; RED LAKE   |
| 16. | KRL21275               | 42005-0064                           | PCL 2267 SEC DPF; KRL 21275 BAIRD; RED LAKE   |
| 17. | KRL20586,<br>KRL20586A | 42005-0065                           | PCL 2262 SEC DPF; MINING CLAIM KRL20586 BAIRD THE WEST PT OF WHICH WAS RESTAKED AS MINING CLAIM KRL20586A; BAIRD/RED LAKE |

|     | Claim No.   | Property Identification Number (PIN) | Legal Description   |
|-----|---|--------------------------------------|---|
| 18. | KRL20171  | 42005-0066                           | PCL 2242 SEC DPF; KRL 20171 BAIRD; RED LAKE   |
| 19. | KRL19720  | 42005-0067                           | PCL 2259 SEC DPF; KRL 19720 BAIRD; RED LAKE   |
| 20. | KRL19719  | 42005-0068                           | PCL 2258 SEC DPF; KRL 19719 BAIRD; RED LAKE   |
| 21. | KRL36016  | 42005-0070                           | PCL 4271 SEC DPF MRO; PT MINING CLAIM KRL36016 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE   |
| 22. | KRL36017  | 42005-0071                           | PCL 4272 SEC DPF MRO KRL 36017 BAIRD; RED LAKE  |
| 23. | KRL36018  | 42005-0072                           | PCL 4273 SEC DPF MRO KRL 36018  |
| 24. | KRL13024  | 42005-0073                           | PCL 1012 SEC DPF; KRL 13024 BAIRD; RED LAKE   |
| 25. | KRL3<br>(KRL12746),<br>KRL286<br>(KRL12749),<br>KRL6<br>(KRL12747),<br>KRL288<br>(KRL12748) | 42005-0074                           | PCL 1637 SEC DPF; MINING CLAIM KRL3 BAIRD/HEYSON (RECORDED AS KRL12746); MINING CLAIM KRL286 BAIRD/HEYSON (RECORDED AS KRL12749); MINING CLAIM KRL6 HEYSON (RECORDED AS KRL12747); MINING CLAIM KRL288 BAIRD (RECORDED AS KRL12748); RED LAKE |
| 26. | KRL21274  | 42005-0075                           | PCL 2266 SEC DPF KRL 21274 BAIRD; DISTRICT OF KENORA  |
| 27. | KRL21273  | 42005-0076                           | PCL 2265 SEC DPF KRL 21273 BAIRD; DISTRICT OF KENORA  |
| 28. | KRL20587,<br>KRL20587A  | 42005-0077                           | PCL 2263 SEC DPF; MINING CLAIM KRL20587 BAIRD (THE WEST PT OF WHICH WAS RESTAKED AND RECORDED AS KRL20587A); BAIRD/RED LAKE   |
| 29. | KRL19687  | 42005-0078                           | PCL 2239 SEC DPF KRL 19687 BAIRD; RED LAKE  |
| 30. | KRL18728  | 42005-0079                           | PCL 2248 SEC DPF KRL 18728 BAIRD; RED LAKE  |
| 31. | KRL19686  | 42005-0080                           | PCL 2257 SEC DPF KRL 19686 BAIRD; RED LAKE  |
| 32. | KRL36019  | 42005-0081                           | PCL 4274 SEC DPF MRO; PT MINING CLAIM KRL36019 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE   |
| 33. | KRL12922  | 42005-0082                           | PCL 1011 SEC DPF KRL 12922 BAIRD; RED LAKE  |

|     | Claim No.          | Property Identification Number (PIN) | Legal Description   |
|-----|--------------------|--------------------------------------|---|
| 34. | KRL21378           | 42005-0083                           | PCL 2276 SEC DPF KRL 21378 BAIRD; BAIRD/RED LAKE  |
| 35. | KRL19688           | 42005-0084                           | PCL 2240 SEC DPF KRL 19688 BAIRD; RED LAKE  |
| 36. | KRL18729           | 42005-0085                           | PCL 2249 SEC DPF KRL 18729 BAIRD; RED LAKE  |
| 37. | KRL19685           | 42005-0086                           | PCL 2243 SEC DPF KRL 19685 BAIRD; RED LAKE  |
| 38. | KRL19236           | 42005-0087                           | PCL 1907 SEC DPF KRL 19236 BAIRD; RED LAKE  |
| 39. | KRL19237           | 42005-0088                           | PCL 1908 SEC DPF KRL 19237 BAIRD; RED LAKE  |
| 40. | KRL38094           | 42005-0089                           | PCL 4277 SEC DPF MRO; PT MINING CLAIM KRL38094 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE |
| 41. | KRL38091           | 42005-0090                           | PCL 4275 SEC DPF MRO; MINING CLAIM KRL38091 BAIRD NOT COVERED BY THE WATERS OF RUSSET LAKE; RED LAKE    |
| 42. | KRL38092           | 42005-0091                           | PCL 4276 SEC DPF MRO KRL 38092 BAIRD; RED LAKE  |
| 43. | KRL12921           | 42005-0092                           | PCL 1010 SEC DPF KRL 12921 BAIRD; RED LAKE  |
| 44. | KRL5<br>(KRL12667) | 42005-0093                           | PCL 1007 SEC DPF; MINING CLAIM KRL5 BAIRD (RECORDED AS KRL12667); RED LAKE                              |
| 45. | KRL4<br>(KRL12664) | 42005-0094                           | PCL 1006 SEC DPF; MINING CLAIM KRL4 BAIRD/HEYSON (RECORDED AS KRL12664); RED LAKE                       |
| 46. | KRL21317           | 42005-0095                           | PCL 2274 SEC DPF KRL 21317 BAIRD; BAIRD/RED LAKE  |
| 47. | KRL21318           | 42005-0096                           | PCL2275 SEC DPF KRL21318 BAIRD; RED LAKE  |
| 48. | KRL18778           | 42005-0097                           | PCL 2250 SEC DPF KRL 18778 BAIRD; RED LAKE  |
| 49. | KRL19684           | 42005-0098                           | PCL 2434 SEC DPF KRL 19684 BAIRD; RED LAKE  |
| 50. | KRL19235           | 42005-0099                           | PCL 1911 SEC DPF KRL 19235 BAIRD; RED LAKE  |
| 51. | KRL19238           | 42005-0100                           | PCL 1912 SEC DPF; MINING CLAIM KRL19238 BAIRD , RESERVING THEREOUT AND THEREFROM THE SRO ON AND OVER    |



|     | Claim No.             | Property Identification Number (PIN) | Legal Description   |
|-----|-----------------------|--------------------------------------|---|
|     |                       |                                      | A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE   |
| 52. | KRL12726              | 42005-0101                           | PCL 1513 SEC DPF; MINING CLAIM KRL12726 BAIRD , RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE                                 |
| 53. | KRL12662              | 42005-0102                           | PCL 1021 SEC DPF KRL 12662 BAIRD; RED LAKE  |
| 54. | KRL12661              | 42005-0103                           | PCL 1020 SEC DPF KRL 12661 BAIRD; RED LAKE  |
| 55. | KRL13<br>(KRL12658)   | 42005-0104                           | PCL 1015 SEC DPF; MINING CLAIM KRL13 BAIRD (RECORDED AS KRL12658); RED LAKE   |
| 56. | KRL14<br>(KRL12665)   | 42005-0105                           | PCL 1016 SEC DPF; MINING CLAIM KRL14 BAIRD (RECORDED AS KRL 12665); RED LAKE  |
| 57. | KRL15<br>(KRL12675)   | 42005-0106                           | PCL 1524 SEC DPF; MINING CLAIM KRL15 BAIRD/HEYSON (RECORDED AS KRL12675), RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE  |
| 58. | KRL12663              | 42005-0107                           | PCL 1022 SEC DPF KRL 12663 BAIRD; RED LAKE  |
| 59. | KRL12660              | 42005-0108                           | PCL 1005 SEC DPF KRL 12660 BAIRD; RED LAKE  |
| 60. | KRL12659              | 42005-0109                           | PCL 1004 SEC DPF KRL 12659 BAIRD; RED LAKE  |
| 61. | KRL12526              | 42005-0110                           | PCL 1280 SEC DPF KRL 12526 BAIRD; RED LAKE  |
| 62. | KRL1192<br>(KRL12674) | 42005-0111                           | PCL 1523 SEC DPF; MINING CLAIM KRL1192 BAIRD/HEYSON (RECORDED AS KRL12674), RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE |
| 63. | KRL21316              | 42005-0112                           | PCL 2273 SEC DPF; MINING CLAIM KRL21316 BAIRD , EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE   |

|     | Claim No.                          | Property Identification Number (PIN) | Legal Description   |
|-----|------------------------------------|--------------------------------------|---|
|     |                                    |                                      | SHORE OF FLAT LAKE; RED LAKE  |
| 64. | KRL19788                           | 42005-0113                           | PCL 2435 SEC DPF KRL 19788 BAIRD; RED LAKE  |
| 65. | KRL19181                           | 42005-0115                           | PCL 1909 SEC DPF; MINING CLAIM KRL19181 BAIRD , RESERVING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE      |
| 66. | KRL12727                           | 42005-0116                           | PCL 1514 SEC DPF; MINING CLAIM KRL12727 BAIRD, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE                             |
| 67. | KRL12728                           | 42005-0117                           | PCL 1496 SEC DPF; MINING CLAIM KRL12728 BAIRD, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE                             |
| 68. | Part<br>KRL12522,<br>Part KRL12527 | 42005-0119                           | PCL 3578 SEC DPF MRO; PT MINING CLAIM KRL12522 BAIRD; PT MINING CLAIM KRL12527 BAIRD AS IN, LT58006; RED LAKE   |
| 69. | KRL12529,<br>Part KRL12529         | 42005-0270                           | PCL 1304 SEC DPF; MINING CLAIM KRL12529 BAIRD; RED LAKE; SUBJECT TO AN EASEMENT IN GROSS OVER PT PCL 1304 SEC DPF; PT MINING CLAIM KRL12529 PT 8, 23R14609 AS IN KN83881; MUNICIPALITY OF RED LAKE  |
| 70. | KRL12524                           | 42005-0271                           | PCL 1278 SEC DPF KRL 12524 BAIRD; RED LAKE  |
| 71. | KRL12638                           | 42005-0272                           | PCL 1287 SEC DPF; MINING CLAIM KRL12638 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT SRO AS IN LT73821; RED LAKE |
| 72. | KRL12525                           | 42005-0273                           | PCL 1279 SEC DPF; MINING CLAIM KRL12525 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; EXCEPT SRO AS IN LT73821; RED LAKE |
| 73. | KRL11505                           | 42005-0274                           | PCL 1294 SEC DPF; MINING CLAIM KRL11505 BAIRD EXCEPT SRO AS IN LT73821 & SRO PT 1 23R4608; RED LAKE   |

|     | Claim No. | Property Identification Number (PIN) | Legal Description  |
|-----|-----------|--------------------------------------|--|
| 74. | KRL11502  | 42005-0275                           | PCL 1291 SEC DPF KRL 11502 BAIRD; RED LAKE   |
| 75. | KRL19182  | 42005-0276                           | PCL 1910 SEC DPF; MINING CLAIM KRL19182 BAIRD RESERVING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF RUSSET LAKE; RED LAKE               |
| 76. | KRL12822  | 42005-0277                           | PCL 1499 SEC DPF; MINING CLAIM KRL12822 BAIRD RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE                                |
| 77. | KRL12820  | 42005-0278                           | PCL 1497 SEC DPF; MINING CLAIM KRL12820 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE                                       |
| 78. | KRL12823  | 42005-0279                           | PCL 1500 SEC DPF; MINING CLAIM KRL12823 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF RUSSET LAKE; RED LAKE                                       |
| 79. | KRL12821  | 42005-0280                           | PCL 1498 SEC DPF KRL 12821 BAIRD; RED LAKE   |
| 80. | KRL12824  | 42005-0281                           | PCL 1501 SEC DPF; MINING CLAIM KRL12824 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FLAT LAKE; RED LAKE   |
| 81. | KRL12964  | 42005-0282                           | PCL 1430 SEC DPF; MINING CLAIM KRL12964 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 82. | KRL12963  | 42005-0283                           | PCL 1429 SEC DPF; MINING CLAIM KRL12963 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE               |
| 83. | KRL12601  | 42005-0284                           | PCL 1282 SEC DPF; MINING CLAIM KRL12601 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO AS IN LT73821 & PT 2 23R8022; RED LAKE |
| 84. | KRL11508  | 42005-0285                           | PCL 1297 SEC DPF; MINING CLAIM KRL11508 BAIRD EXCEPT SRO AS IN   |

|     | Claim No. | Property Identification Number (PIN) | Legal Description   |
|-----|-----------|--------------------------------------|---|
|     |           |                                      | LT73821, PT 10, 11 & 12 23R4608 & PT 1 23R8022; RED LAKE  |
| 85. | KRL11507  | 42005-0286                           | PCL 1296 SEC DPF; KRL 11507 BAIRD; RED LAKE   |
| 86. | KRL11504  | 42005-0287                           | PCL 1293 SEC DPF; KRL 11504 BAIRD; RED LAKE   |
| 87. | KRL11503  | 42005-0288                           | PCL 1292 SEC DPF; MINING CLAIM KRL11503 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE   |
| 88. | KRL12836  | 42005-0289                           | PCL 1276 SEC DPF; MINING CLAIM KRL12836 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE  |
| 89. | KRL12706  | 42005-0290                           | PCL 1416 SEC DPF; MINING CLAIM KRL12706 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE                    |
| 90. | KRL12705  | 42005-0291                           | PCL 1415 SEC DPF; MINING CLAIM KRL12705 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO PT 6, 23R8021, MRO AS IN LT232857; RED LAKE |
| 91. | KRL12604  | 42005-0292                           | PCL 1285 SEC DPF; MINING CLAIM KRL12604 BAIRD EXCEPT SROAS IN LT73821, & PT 3 23R8022; RED LAKE   |
| 92. | KRL12605  | 42005-0293                           | PCL 1286 SEC DPF; MINING CLAIM KRL12605 BAIRD EXCEPT SRO AS IN LT73821; RED LAKE  |
| 93. | KRL12603  | 42005-0294                           | PCL 1284 SEC DPF; KRL 12603 BAIRD; RED LAKE   |
| 94. | KRL12602  | 42005-0295                           | PCL 1283 SEC DPF; KRL 12602 BAIRD; RED LAKE   |
| 95. | KRL12837  | 42005-0296                           | PCL 1275 SEC DPF; MINING CLAIM KRL12837 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE   |

|      | Claim No. | Property Identification Number (PIN) | Legal Description  |
|------|-----------|--------------------------------------|--|
| 96.  | KRL12704  | 42005-0297                           | PCL 1423 SEC DPF; MINING CLAIM KRL12704 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO PT 5 23R8021 & MRO AS IN LT232857; RED LAKE                          |
| 97.  | KRL12730  | 42005-0298                           | PCL 1417 SEC DPF; MINING CLAIM KRL12730 BAIRD EXCEPT SRO AS IN LT73821 & LT147860; RED LAKE  |
| 98.  | KRL12953  | 42005-0300                           | PCL 1426 SEC DPF; MINING CLAIM KRL12953 BAIRD EXCEPT PT 1 23R8021 & MRO AS IN LT232857; RED LAKE   |
| 99.  | KRL12954  | 42005-0301                           | PCL 1427 SEC DPF; MINING CLAIM KRL12954 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO PT 2 23R8021 AND EXCEPT MRO AS IN LT232857; RED LAKE               |
| 100. | KRL12647  | 42005-0302                           | PCL 1425 SEC DPF; MINING CLAIM KRL12647 BAIRD RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT SRO AS IN PT 3, 4 & 7 23R8021, AND EXCEPT MRO AS IN LT232857; RED LAKE |
| 101. | KRL12648  | 42005-0303                           | PCL 1432 SEC DPF; MINING CLAIM KRL12648 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 102. | KRL12965  | 42005-0304                           | PCL 1431 SEC DPF; MINING CLAIM KRL12965 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 103. | KRL12876  | 42005-0305                           | PCL 1665 SEC DPF; MINING CLAIM KRL12876 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 104. | KRL12875  | 42005-0306                           | PCL 1668 SEC DPF; MINING CLAIM KRL12875 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 105. | KRL12858  | 42005-0307                           | PCL 1659 SEC DPF; MINING CLAIM KRL12858 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 106. | KRL12859  | 42005-0308                           | PCL 1660 SEC DPF; MINING CLAIM KRL12859 BAIRD EXCEPTING THEREOUT AND THEREFROM THE SRO ON & OVER A   |

|      | Claim No. | Property Identification Number (PIN) | Legal Description   |
|------|-----------|--------------------------------------|---|
|      |           |                                      | STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT MRO AS IN LT232857; RED LAKE  |
| 107. | KRL12864  | 42005-0309                           | PCL 1674 SEC DPF; MINING CLAIM KRL12864 BAIRD EXCEPTING THEREOUT & THEREFROM THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT MRO AS IN LT232857; RED LAKE |
| 108. | KRL12642  | 42005-0310                           | PCL 1433 SEC DPF; MINING CLAIM KRL12642 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| 109. | KRL12644  | 42005-0311                           | PCL 1435 SEC DPF; MINING CLAIM KRL12644 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE                            |
| 110. | KRL12643  | 42005-0312                           | PCL 1434 SEC DPF; MINING CLAIM KRL12643 BAIRD RESERVING THE SRO ON & OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FLAT LAKE, EXCEPT MRO AS IN LT232857; RED LAKE                            |
| 111. | KRL12646  | 42005-0313                           | PCL 1424 SEC DPF; MINING CLAIM KRL12646 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| 112. | KRL12880  | 42005-0314                           | PCL 1666 SEC DPF; MINING CLAIM KRL12880 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| 113. | KRL12877  | 42005-0315                           | PCL 1676 SEC DPF; MINING CLAIM KRL12877 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| 114. | KRL12878  | 42005-0316                           | PCL 1669 SEC DPF; MINING CLAIM KRL12878 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| 115. | KRL12879  | 42005-0317                           | PCL 1670 SEC DPF; MINING CLAIM KRL12879 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| 116. | KRL12861  | 42005-0318                           | PCL 1662 SEC DPF; MINING CLAIM KRL12861 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE   |
| 117. | KRL12860  | 42005-0319                           | PCL 1661 SEC DPF; MINING CLAIM KRL12860 BAIRD EXCEPTING THEREOUT & THEREFROM THE SRO ON & OVER A  |

|      | Claim No.  | Property Identification Number (PIN) | Legal Description  |
|------|--|--------------------------------------|--|
|      |  |                                      | STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE, EXCEPT MRO AS IN LT232857; RED LAKE   |
| 118. | KRL12865   | 42005-0320                           | PCL 1675 SEC DPF; MINING CLAIM KRL12865 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 119. | KRL12955   | 42005-0321                           | PCL 1428 SEC DPF; MINING CLAIM KRL12955 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 120. | KRL12645   | 42005-0322                           | PCL 1436 SEC DPF; MINING CLAIM KRL12645 BAIRD EXCEPT MRO AS IN LT232857, S/T, IF ENFORCEABLE, EXECUTION NO. 98-00156; RED LAKE   |
| 121. | KRL12881   | 42005-0323                           | PCL 1667 SEC DPF; MINING CLAIM KRL12881 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 122. | KRL12882   | 42005-0324                           | PCL 1671 SEC DPF; MINING CLAIM KRL12882 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 123. | KRL12883   | 42005-0325                           | PCL 1672 SEC DPF; MINING CLAIM KRL12883 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 124. | KRL12863   | 42005-0326                           | PCL 1663 SEC DPF; MINING CLAIM KRL12863 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 125. | KRL12862   | 42005-0327                           | PCL 1673 SEC DPF; MINING CLAIM KRL12862 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 126. | KRL12866   | 42005-0328                           | PCL 1664 SEC DPF; MINING CLAIM KRL12866 BAIRD EXCEPT MRO AS IN LT232857; RED LAKE  |
| 127. | KRL12642,<br>KRL12643,<br>KRL12644,<br>KRL12645,<br>KRL12646,<br>KRL12647,<br>KRL12648,<br>KRL12704,<br>KRL12705,<br>KRL12706,<br>KRL12858,<br>KRL12859,<br>KRL12860,<br>KRL12861,<br>KRL12862,<br>KRL12863, | 42005-0329                           | PCL 7119 SEC DPF MRO; MINING CLAIM<br>KRL12642 BAIRD; MINING CLAIM<br>KRL12643 BAIRD; MINING CLAIM<br>KRL12644 BAIRD; MINING CLAIM<br>KRL12645 BAIRD; MINING CLAIM<br>KRL12646 BAIRD; MINING CLAIM<br>KRL12647 BAIRD; MINING CLAIM<br>KRL12648 BAIRD; MINING CLAIM<br>KRL12704 BAIRD; MINING CLAIM<br>KRL12705 BAIRD; MINING CLAIM<br>KRL12706 BAIRD; MINING CLAIM<br>KRL12858 BAIRD; MINING CLAIM<br>KRL12859 BAIRD; MINING CLAIM<br>KRL12860 BAIRD; MINING CLAIM<br>KRL12861 BAIRD; MINING CLAIM<br>KRL12862 BAIRD; MINING CLAIM |

|      | Claim No.   | Property Identification Number (PIN) | Legal Description   |
|------|---|--------------------------------------|---|
|      | KRL12864,<br>KRL12865,<br>KRL12866,<br>KRL12875,<br>KRL12876,<br>KRL12877,<br>KRL12878,<br>KRL12879,<br>KRL12880,<br>KRL12881,<br>KRL12882,<br>KRL12883,<br>KRL12953,<br>KRL12954,<br>KRL12955,<br>KRL12963,<br>KRL12964,<br>KRL12965 |                                      | KRL12863 BAIRD; MINING CLAIM<br>KRL12864 BAIRD; MINING CLAIM<br>KRL12865 BAIRD; MINING CLAIM<br>KRL12866 BAIRD; MINING CLAIM<br>KRL12875 BAIRD; MINING CLAIM<br>KRL12876 BAIRD; MINING CLAIM<br>KRL12877 BAIRD; MINING CLAIM<br>KRL12878 BAIRD; MINING CLAIM<br>KRL12879 BAIRD; MINING CLAIM<br>KRL12880 BAIRD; MINING CLAIM<br>KRL12881 BAIRD; MINING CLAIM<br>KRL12882 BAIRD; MINING CLAIM<br>KRL12883 BAIRD; MINING CLAIM<br>KRL12953 BAIRD; MINING CLAIM<br>KRL12954 BAIRD; MINING CLAIM<br>KRL12955 BAIRD; MINING CLAIM<br>KRL12963 BAIRD; MINING CLAIM<br>KRL12964 BAIRD; MINING CLAIM<br>KRL12965 BAIRD; RED LAKE  |
| 128. | KRL12523,<br>KRL12522,<br>KRL12521,<br>KRL11509,<br>KRL11506,<br>KRL12527,<br>KRL12528,<br>KRL12523,<br>KRL12521  | 42005-0352                           | FIRSTLY: MINING CLAIM KRL12523 BAIRD; SECONDLY: MINING CLAIM KRL12522 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006; THIRDLY: MINING CLAIM KRL12521 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS (AS TO SEVENTHLY), VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO UNDER LT73821 & EXCEPTING SRO PT 1 23R12344; FOURTHLY: MINING CLAIM KRL11509 BAIRD AMENDED BY LT138124, EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; FIFTHLY: MINING CLAIM KRL11506 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE SURFACE RIGHTS OF THE ABOVE PCL VESTED IN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO UNDER LT73821; SIXTHLY: MINING CLAIM KRL12527 BAIRD EXCEPTING THEREOUT AND THEREFROM THAT PORTION OF THE ABOVE PCL TRANSFERRED TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA UNDER TRANSFER LT58006 & EXCEPT PT 1, 23R10828 SRO; SEVENTHLY: MINING CLAIM KRL12528 BAIRD EXCEPT SRO AS IN 23R5427 PT 5, 14 TO 20 THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN |



|      | Claim No.   | Property Identification Number (PIN) | Legal Description   |
|------|---|--------------------------------------|---|
|      |   |                                      | PERPENDICULAR WIDTH ALONG THE SHORE OF ROSS LAKE; S/T EASEMENT OVER PT 9, 11 AND 23, 23R5427 AS IN LT123741 AMENDED BY LT155422; S/T LT123745; SUBJECT TO AN EASEMENT IN GROSS OVER PART MINING CLAIM KRL12527, PART 1, PLAN 23R14608 BAIRD AS IN KN83850; SUBJECT TO AN EASEMENT IN GROSS OVER 1STLY: PT MINING CLAIM KRL12527 PT 1 23R14609; 2NDLY: PT MINING CLAIM KRL12528 PT 2 23R14609; 3RDLY: PT MINING CLAIM KRL12523 PTS 3, 4 & 5 23R14609; 4THLY: PT MINING CLAIM KRL12521 & KRL12523 PT 6 23R14609; 5THLY: PT MINING CLAIM KRL12521, PT 7 23R14609 AS IN KN83878; MUNICIPALITY OF RED LAKE |
| 129. | KRL13082,<br>KRL13083,<br>KRL13084,<br>KRL13254,<br>KRL13475,<br>KRL13476,<br>KRL13477, | 42010-0058                           | PCL 3518 SEC DPF; MINING CLAIM KRL13082 BAIRD/HEYSON; MINING CLAIM KRL13083 BAIRD/HEYSON; MINING CLAIM KRL13084 BAIRD/HEYSON; MINING CLAIM KRL13254 HEYSON; MINING CLAIM KRL13475 HEYSON RESERVING THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF COIN LAKE; MINING CLAIM KRL13476 BAIRD/HEYSON; MINING CLAIM KRL13477 BAIRD/HEYSON; RED LAKE   |
| 130. | Part KRL13060   | 42010-0059                           | PCL 1515 SEC DPF; PT MINING CLAIM KRL13060 HEYSON NOT COVERED BY THE WATER OF COIN LAKE; RESERVING THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF COIN LAKE; RED LAKE  |
| 131. | KRL13061  | 42010-0083                           | PCL 1516 SEC DPF; MINING CLAIM KRL13061 HEYSON; RED LAKE  |
| 132. | Part KRL13062   | 42010-0084                           | PCL 1517 SEC DPF; PT MINING CLAIM KRL13062 HEYSON NOT COVERED BY THE WATERS OF COIN LAKE, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF COIN LAKE; RED LAKE   |
| 133. | KRL13068,<br>KRL13069,<br>KRL13241,<br>KRL13242,<br>KRL13243,<br>KRL13244,<br>KRL13255, | 42010-0094                           | PCL 1519 SEC DPF; MINING CLAIM KRL13068 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF SNIB LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE   |

|      | Claim No.  | Property Identification Number (PIN) | Legal Description  |
|------|--|--------------------------------------|--|
|      | KRL13554,<br>KRL13659,<br>KRL13660,  |                                      | SHORE OF SNIB LAKE; MINING CLAIM<br>KRL13069 HEYSON; MINING CLAIM<br>KRL13241 HEYSON; MINING CLAIM<br>KRL13242 HEYSON; MINING CLAIM<br>KRL13243 HEYSON; MINING CLAIM<br>KRL13244 HEYSON; MINING CLAIM<br>KRL13255 HEYSON BEING LAND AND<br>LAND COVERED WITH THE WATER OF<br>SNIB LAKE WITHIN THE LIMITS OF THIS<br>MINING CLAIM, RESERVING THE SRO ON<br>AND OVER A STRIP OF LAND ONE CHAIN<br>IN PERPENDICULAR WIDTH ALONG THE<br>SHORE OF SNIB LAKE; MINING CLAIM<br>KRL13554 HEYSON; MINING CLAIM<br>KRL13659 HEYSON; MINING CLAIM<br>KRL13660 HEYSON; RED LAKE  |
| 134. | K1457<br>(KRL12758)  | 42010-0095                           | PCL 1616 SEC DPF K 1457, HEYSON<br>(RECORDED AS KRL 12758); RED LAKE   |
| 135. | K1456<br>(KRL12759)  | 42010-0096                           | PCL 1615 SEC DPF K 1456, HEYSON<br>(RECORDED AS KRL 12759) EXCEPT SRO<br>AS IN LT73822; RED LAKE   |
| 136. | KRL16672   | 42010-0100                           | PCL 1633 SEC DPF; MINING CLAIM<br>KRL16672 HEYSON EXCEPT SRO AS IN<br>LT73822; RED LAKE  |
| 137. | K1464<br>(KRL12751),<br>K1465<br>(KRL12750),<br>KRL12752,<br>Part<br>KRL12753,<br>Part<br>KRL12754,<br>KRL12755,<br>KRL12756 | 42010-0101                           | PCL 1637 SEC DPF; MINING CLAIM K1464<br>HEYSON (RECORDED AS K.R.L. 12751);<br>MINING CLAIM K1465 HEYSON<br>(RECORDED AS K.R.L. 12750), BEING LAND<br>AND LAND COVERED WITH THE WATER<br>OF A SMALL UNNAMED LAKE WITHIN<br>THE LIMITS OF THIS CLAIM, EXCEPTING<br>THEREOUT AND THEREFROM THE SRO ON<br>AND OVER A STRIP OF LAND ONE CHAIN<br>IN PERPENDICULAR WIDTH ALONG THE<br>SHORE OF THE SAID LAKE; MINING<br>CLAIM KRL12752 HEYSON; PT MINING<br>CLAIM KRL12753 HEYSON EXCEPT SRO AS<br>IN LT73822, SRO PT 17 & 18 23R4628,<br>EXCEPTING THEREOUT AND THEREFROM<br>THE SURFACE RIGHTS ONLY ON AND<br>OVER THE HYDRO-ELECTRIC<br>TRANSMISSION LINE CROSSING SAID<br>CLAIM.; PT MINING CLAIM KRL12754<br>HEYSON EXCEPTING THEREOUT AND<br>THEREFROM THE SURFACE RIGHTS ONLY<br>ON AND OVER THE HYDRO-ELECTRIC<br>TRANSMISSION LINE CROSSING SAID<br>CLAIM.; MINING CLAIM KRL12755<br>HEYSON; MINING CLAIM KRL12756<br>HEYSON EXCEPTING THEREOUT AND<br>THEREFROM THE SRO ON AND OVER THE<br>HYDRO-ELECTRIC TRANSMISSION LINE<br>PASSING THROUGH SAID CLAIM; RED |

|      | Claim No.             | Property Identification Number (PIN) | Legal Description  |
|------|-----------------------|--------------------------------------|--|
|      |                       |                                      | LAKE   |
| 138. | KRL12669              | 42010-0102                           | PCL 1009 SEC DPF; MINING CLAIM KRL12669 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF A LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE   |
| 139. | KRL12666              | 42010-0103                           | PCL 1023 SEC DPF; MINING CLAIM KRL12666 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF A SMALL LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE   |
| 140. | KRL12668              | 42010-0104                           | PCL 1008 SEC DPF KRL 12668 Heyson; Red Lake  |
| 141. | KRL1190<br>(KRL12676) | 42010-0105                           | PCL 1521 SEC DPF; MINING CLAIM KRL1190 HEYSON (RECORDED AS KRL 12676), EXCEPT SRO AS IN LT73822; RED LAKE  |
| 142. | KRL1191<br>(KRL12673) | 42010-0106                           | PCL 1522 SEC DPF; MINING CLAIM KRL1191 HEYSON (RECORDED AS K.R.L. 12673) EXCEPT SRO AS IN LT73822; RED LAKE  |
| 143. | KRL12683              | 42010-0107                           | PCL 1530 SEC DPF; MINING CLAIM KRL12683 HEYSON EXCEPT SRO PT 22 23R4628 & SRO AS IN LT73822; RED LAKE  |
| 144. | KRL12640              | 42010-0108                           | PCL 1289 SEC DPF; MINING CLAIM KRL12640 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE |
| 145. | KRL12838              | 42010-0109                           | PCL 1302 SEC DPF; MINING CLAIM KRL12838 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE         |
| 146. | KRL12681              | 42010-0110                           | PCL 1528 SEC DPF; MINING CLAIM KRL12681 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS   |

|      | Claim No.             | Property Identification Number (PIN) | Legal Description   |
|------|-----------------------|--------------------------------------|---|
|      |                       |                                      | OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF FAULKENHAM LAKE; RED LAKE   |
| 147. | KRL1189<br>(KRL12677) | 42010-0111                           | PCL 1520 SEC DPF; MINING CLAIM KRL1189 HEYSON (RECORDED AS K.R.L. 12677) EXCEPT SRO AS IN LT73822; RED LAKE   |
| 148. | KRL12678              | 42010-0112                           | PCL 1525 SEC DPF; MINING CLAIM KRL12678 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE   |
| 149. | KRL12680              | 42010-0113                           | PCL 1527 SEC DPF; MINING CLAIM KRL12680 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE   |
| 150. | KRL12682              | 42010-0114                           | PCL 1529 SEC DPF; MINING CLAIM KRL12682 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE; RED LAKE   |
| 151. | KRL12679              | 42010-0115                           | PCL 1526 SEC DPF; MINING CLAIM KRL12679 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF FAULKENHAM LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF FAULKENHAM LAKE, EXCEPT SRO PT 21 23R4628 & SRO AS IN LT73822; RED LAKE |
| 152. | Part KRL12684         | 42010-0116                           | PCL 1531 SEC DPF; PT MINING CLAIM KRL12684 HEYSON EXCEPT SRO PT 19 & 20 23R4628 & SRO AS IN LT73822; RED LAKE   |
| 153. | KRL19224              | 42010-0117                           | PCL 1630 SEC DPF KRL 19224 HEYSON; RED LAKE   |
| 154. | KRL19223              | 42010-0118                           | PCL 1629 SEC DPF KRL 19223 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE  |
| 155. | KRL5447               | 42010-0119                           | PCL 1625 SEC DPF KRL 5447, HEYSON   |

|      | Claim No.     | Property Identification Number (PIN) | Legal Description   |
|------|---------------|--------------------------------------|---|
|      | (KRL12760)    |                                      | (RECORDED AS KRL 12760); RED LAKE   |
| 156. | Part KRL16673 | 42010-0120                           | PCL 1634 SEC DPF; PT MINING CLAIM KRL16673 HEYSON EXCEPT SRO PT 14, 15 & 16 23R4628 & SRO AS IN LT73822; RED LAKE   |
| 157. | KRL12766      | 42010-0121                           | PCL 1619 SEC DPF KRL 12766 HEYSON; RED LAKE   |
| 158. | KRL19225      | 42010-0122                           | PCL 1631 SEC DPF KRL 19225 HEYSON; RED LAKE   |
| 159. | KRL19226      | 42010-0123                           | PCL 1632 SEC DPF KRL 19226 HEYSON; RED LAKE   |
| 160. | KRL12765      | 42010-0124                           | PCL 1618 SEC DPF KRL12765 HEYSON; RED LAKE  |
| 161. | KRL12764      | 42010-0125                           | PCL 1617 SEC DPF KRL 12764 HEYSON; RED LAKE   |
| 162. | KRL19428      | 42010-0126                           | PCL 1826 SEC DPF KRL 19428 HEYSON; RED LAKE   |
| 163. | KRL19429      | 42010-0127                           | PCL 1827 SEC DPF; MINING CLAIM KRL19429 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE |
| 164. | KRL19430      | 42010-0128                           | PCL 1803 SEC DPF; MINING CLAIM KRL19430 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE |
| 165. | KRL19313      | 42010-0129                           | PCL 1825 SEC DPF KRL 19313 HEYSON; RED LAKE   |
| 166. | KRL19312      | 42010-0130                           | PCL 1824 SEC DPF KRL 19312 HEYSON; RED LAKE   |
| 167. | KRL19311      | 42010-0131                           | PCL 1823 SEC DPF; MINING CLAIM KRL19311 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE |
| 168. | KRL19310      | 42010-0132                           | PCL 1822 SEC DPF; MINING CLAIM KRL19310 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED      |

|      | Claim No.                     | Property Identification Number (PIN) | Legal Description   |
|------|-------------------------------|--------------------------------------|---|
|      |                               |                                      | LAKE  |
| 169. | KRL19309                      | 42010-0133                           | PCL 1821 SEC DPF; MINING CLAIM KRL19309 HEYSON BEING LAND AND LAND COVERED WITH THE WATER OF PART OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM; RED LAKE                       |
| 170. | KRL19308                      | 42010-0134                           | PCL 1802 SEC DPF KRL 19308 HEYSON; RED LAKE   |
| 171. | KRL19307                      | 42010-0135                           | PCL 1801 SEC DPF KRL 19307 HEYSON; RED LAKE   |
| 172. | KRL19306                      | 42010-0136                           | PCL 1800 SEC DPF KRL 19306 HEYSON; RED LAKE   |
| 173. | KRL19254                      | 42010-0137                           | PCL 1799 SEC DPF KRL 19254 HEYSON; RED LAKE   |
| 174. | KRL19253                      | 42010-0138                           | PCL 1798 SEC DPF KRL 19253 HEYSON; RED LAKE   |
| 175. | KRL19252                      | 42010-0139                           | PCL 1797 SEC DPF KRL 19252 HEYSON; RED LAKE   |
| 176. | KRL19251                      | 42010-0140                           | PCL 1796 SEC DPF KRL 19251 HEYSON; RED LAKE   |
| 177. | Part KRL12639                 | 42010-0141                           | PCL 1288 SEC DPF; PT MINING CLAIM KRL12639 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE  |
| 178. | Part KRL12641                 | 42010-0142                           | PCL 1290 SEC DPF; PT MINING CLAIM KRL12641 HEYSON EXCEPT SRO AS IN LT73822; RED LAKE  |
| 179. | KRL19250                      | 42010-0143                           | PCL 1795 SEC DPF KRL 19250 HEYSON; RED LAKE   |
| 180. | KRL19249                      | 42010-0144                           | PCL 1794 SEC DPF KRL 19249 HEYSON; RED LAKE   |
| 181. | KRL19248                      | 42010-0145                           | PCL 1793 SEC DPF KRL 19248 HEYSON; RED LAKE   |
| 182. | KRL19247                      | 42010-0146                           | PCL 1792 SEC DPF; MINING CLAIM KRL19247 HEYSON EXCEPTING THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER THE TRAVELLED ROAD CROSSING SAID CLAIM; EXCEPT SRO IN LT73772; RED LAKE |
| 183. | KRL407,<br>KRL457,<br>KRL456, | 42010-0364                           | FIRSTLY: MINING CLAIMS KRL407 & KRL457 HEYSON; SECONDLY: MRO MINING CLAIM KRL456 HEYSON;  |

|      | Claim No.   | Property Identification Number (PIN) | Legal Description  |
|------|---|--------------------------------------|--|
|      | KRL408,<br>KRL458,<br>KRL459,<br>KRL460,<br>KRL461              |                                      | THIRDLY: MRO MINING CLAIM KRL408 HEYSON; FOURTHLY: MRO MINING CLAIM KRL458 DOME/HEYSON; FIFTHLY: MRO MINING CLAIM KRL459 HEYSON; SIXTHLY: MRO MINING CLAIM KRL460 HEYSON; SEVENTHLY: MRO MINING CLAIM KRL461 HEYSON; MUNICIPALITY OF RED LAKE  |
| 184. | K1445, K1446,<br>K1447, K1448,<br>K1449, K1450,<br>K1451, K1452 | 42010-0371                           | MINING RIGHTS ONLY: MINING CLAIM K1445 HEYSON; MINING CLAIM K1446 HEYSON BEING LAND AND LAND UNDER THE WATERS OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1447 HEYSON BEING LAND AND LAND UNDER THE WATERS OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1448 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1449 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE, PARTIALLY WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1450 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE LYING WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1451 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOB'S LAKE, LYING WITHIN THE LIMITS OF THIS CLAIM; MINING CLAIM K1452 HEYSON BEING LAND AND LAND UNDER THE WATERS OF BOB'S LAKE, WITHIN THE LIMITS OF THIS CLAIM; RED LAKE; S/T LT30315 AS TRANSFERRED BY LT31498 |
| 185. | K1445, K1446,<br>K1447, K1448,<br>K1449, K1450,<br>K1451, K1452 | 42010-0374                           | SURFACE RIGHTS ONLY: MINING CLAIM K1445 HEYSON; MINING CLAIM K1446 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1447 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1448 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1449 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE ; MINING CLAIM K1450 HEYSON BEING LAND AND LAND UNDER THE WATER OF A SMALL LAKE; MINING CLAIM K1451 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; MINING CLAIM K1452 HEYSON BEING LAND AND LAND UNDER THE WATER OF BOBS' LAKE; RESERVING THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND  |

|  | Claim No. | Property Identification Number (PIN) | Legal Description   |
|--|-----------|--------------------------------------|---|
|  |           |                                      | ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF SAID LAKES; RED LAKE; MUNICIPALITY OF RED LAKE |



## SCHEDULE B

LEASED LANDS

|    | Claim No.  | Property Identification Number (PIN) | Lease No. | Legal Description  |
|----|--|--------------------------------------|-----------|--|
| 1. | KRL51290,<br>KRL51289,<br>KRL51288,<br>KRL51287  | 42005-0069(LT)                       | 103228    | PCL 560 SEC DPL; MINING CLAIM KRL51290 BAIRD; MINING CLAIM KRL51289 BAIRD; MINING CLAIM KRL51288 BAIRD; MINING CLAIM KRL51287 BAIRD BEING PT 1, 2, 3 & 4 23R3834; RED LAKE   |
| 2. | KRL47990,<br>KRL47991,<br>KRL47992,<br>KRL47993,<br>KRL47994,<br>KRL47995,<br>KRL47996 | 42010-0006(LT)                       | 102670    | PCL 435 SEC DPL MRO; MINING CLAIM KRL47990 HEYSON; MINING CLAIM KRL47991 HEYSON; MINING CLAIM KRL47992 HEYSON; MINING CLAIM KRL47993 HEYSON; MINING CLAIM KRL47994 HEYSON; MINING CLAIM KRL47995 HEYSON; MINING CLAIM KRL47996 HEYSON; MUNICIPALITY OF RED LAKE  |
| 3. | KRL51018,<br>KRL51019,<br>KRL51020,<br>KRL51021  | 42010-0168(LT)                       | 102907    | PCL 455 SEC DPL; MINING CLAIM KRL51018 HEYSON COMPOSED OF THE LAND AND LAND UNDER THE WATERS OF PART OF THE UNNAMED LAKE; SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ALONG THE SHORES OF THE UNNAMED LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF THE UNNAMED LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK, CONTAINING AN AREA OF 22.87 ACRES, MORE OR LESS.; MINING CLAIM KRL51019 HEYSON SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ALONG THE SHORES OF THE UNNAMED LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF THE UNNAMED LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK, CONTAINING AN AREA OF 6.38 ACRES, MORE OR LESS.; MINING CLAIM KRL51020 HEYSON COMPOSED OF LAND AND LAND UNDER THE WATERS OF PART OF AN UNNAMED LAKE; SAVING AND EXCEPTING |

|    | Claim No.             | Property Identification Number (PIN) | Lease No. | Legal Description   |
|----|-----------------------|--------------------------------------|-----------|---|
|    |                       |                                      |           | THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ALONG THE SHORES OF AN UNNAMED LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF THE UNNAMED LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK, CONTAINING AN AREA OF 8.40 ACRES, MORE OR LESS.; MINING CLAIM KRL51021 HEYSON SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER A STRIP OF LAND ALONG THE SHORES OF KILLORAN LAKE AND AN UNNAMED LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF KILLORAN LAKE AND THE UNNAMED LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK, CONTAINING AN AREA OF 0.16 ACRES, MORE OR LESS; RED LAKE |
| 4. | KRL50992,<br>KRL50993 | 42010-0169(LT)                       | 102907    | PCL 455 SEC DPL; MINING CLAIM KRL50992 HEYSON; MINING CLAIM KRL50993 HEYSON SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ONLY ON AND OVER A STRIP OF LAND ALONG THE SHORES OF THE UNNAMED LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF THE UNNAMED LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK, CONTAINING AN AREA OF 15.24 ACRES, MORE OR LESS; RED LAKE  |

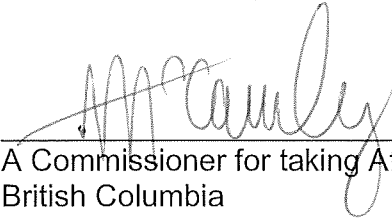
**SCHEDULE C**  
**MINING RIGHTS**

**UNPATENTED MINING CLAIMS**  
**RED LAKE MINING DIVISION – 406266 – PURE GOLD MINING INC.**

| Legacy Claim Id | Township / Area | Tenure ID | Tenure Type                | Anniversary Date | Tenure Status | Tenure Percentage | Work Required | Work Applied | Available Consultation Reserve | Available Exploration Reserve | Total Reserve |
|-----------------|-----------------|-----------|----------------------------|------------------|---------------|-------------------|---------------|--------------|--------------------------------|-------------------------------|---------------|
| 1184229         | BAIRD           | 135653    | Single Mining Claim        | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 26051                         | 26051         |
| 1184229         | BAIRD           | 303646    | Single Cell Mining Claim   | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184229         | BAIRD           | 231394    | Boundary Cell Mining Claim | 2023-02-16       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184229         | BAIRD           | 194127    | Boundary Cell Mining Claim | 2023-02-16       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184229         | BAIRD           | 140530    | Boundary Cell Mining Claim | 2023-02-16       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184231         | BAIRD           | 124250    | Single Cell Mining Claim   | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184231         | BAIRD           | 263367    | Single Cell Mining Claim   | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |

| Legacy Claim Id | Township / Area | Tenure ID | Tenure Type              | Anniversary Date | Tenure Status | Tenure Percentage | Work Required | Work Applied | Available Consultation Reserve | Available Exploration Reserve | Total Reserve |
|-----------------|-----------------|-----------|--------------------------|------------------|---------------|-------------------|---------------|--------------|--------------------------------|-------------------------------|---------------|
| 1184231         | BAIRD           | 216940    | Single Cell Mining Claim | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184231         | BAIRD           | 188266    | Single Cell Mining Claim | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184231         | BAIRD           | 135653    | Single Cell Mining Claim | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 26051                         | 26051         |
| 1184902         | BAIRD           | 124250    | Single Cell Mining Claim | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184902         | BAIRD           | 303646    | Single Cell Mining Claim | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184902         | BAIRD           | 188266    | Single Cell Mining Claim | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 0                             | 0             |
| 1184902         | BAIRD           | 135653    | Single Cell Mining Claim | 2023-05-04       | Active        | 100               | 200           | 0            | 0                              | 26051                         | 26051         |

This is **Exhibit "C"** referred to in  
the Affidavit of Narinder Nagra sworn  
before me at Vancouver, British Columbia  
on this the 15th day of June, 2023



---

A Commissioner for taking Affidavits for  
British Columbia

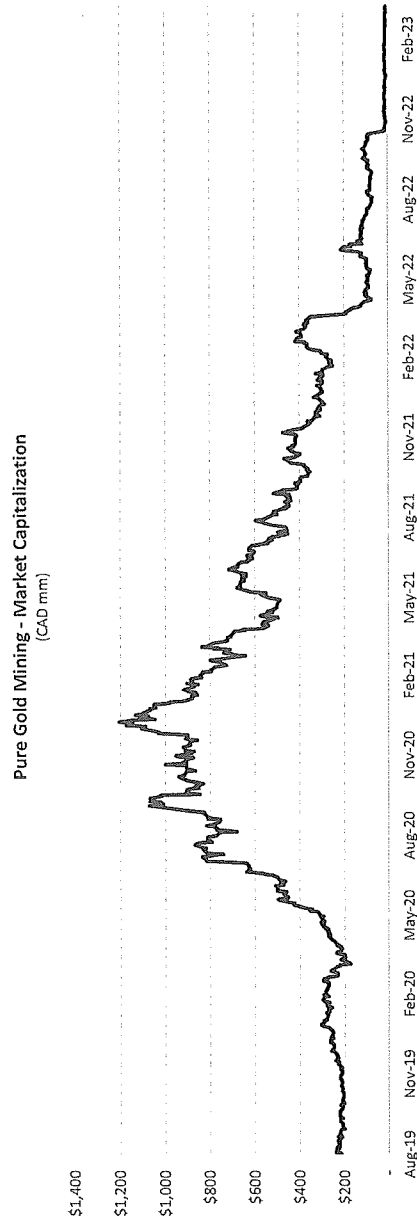
**ALEXANDRA McCAWLEY**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
666 Burrard Street, Suite 2800  
Vancouver, BC V6C 2Z7  
604.687.9444

Pure Gold Historic Market Cap

|            |           |
|------------|-----------|
| Ticker     | TSXV:PGMH |
| Start Date | 7-Aug-19  |
| End Date   | 31-May-23 |

<< Pure Gold funding date

| Pricing Date | Market Cap |
|--------------|------------|
| 07-Aug-19    | CS215.7    |
| 08-Aug-19    | CS219.2    |
| 09-Aug-19    | CS242.1    |
| 12-Aug-19    | CS238.5    |
| 13-Aug-19    | CS227.7    |
| 14-Aug-19    | CS234.9    |
| 15-Aug-19    | CS234.9    |
| 16-Aug-19    | CS224.0    |
| 19-Aug-19    | CS227.7    |
| 20-Aug-19    | CS227.7    |
| 21-Aug-19    | CS224.0    |
| 22-Aug-19    | CS231.3    |
| 23-Aug-19    | CS227.7    |
| 26-Aug-19    | CS213.2    |
| 27-Aug-19    | CS231.3    |
| 28-Aug-19    | CS220.4    |
| 29-Aug-19    | CS216.8    |
| 30-Aug-19    | CS224.0    |
| 03-Sep-19    | CS220.4    |
| 04-Sep-19    | CS213.2    |
| 05-Sep-19    | CS202.4    |
| 06-Sep-19    | CS209.6    |
| 09-Sep-19    | CS209.6    |
| 10-Sep-19    | CS209.6    |
| 11-Sep-19    | CS209.6    |
| 12-Sep-19    | CS213.2    |
| 13-Sep-19    | CS220.4    |
| 16-Sep-19    | CS220.4    |
| 17-Sep-19    | CS209.6    |
| 18-Sep-19    | CS216.8    |
| 19-Sep-19    | CS224.0    |
| 20-Sep-19    | CS224.0    |
| 23-Sep-19    | CS224.0    |
| 24-Sep-19    | CS224.0    |
| 25-Sep-19    | CS220.4    |
| 26-Sep-19    | CS220.4    |
| 27-Sep-19    | CS213.2    |
| 30-Sep-19    | CS209.6    |
| 01-Oct-19    | CS209.6    |
| 02-Oct-19    | CS220.4    |
| 03-Oct-19    | CS213.2    |
| 04-Oct-19    | CS202.4    |
| 07-Oct-19    | CS213.2    |
| 08-Oct-19    | CS209.6    |
| 09-Oct-19    | CS213.2    |
| 10-Oct-19    | CS209.6    |
| 11-Oct-19    | CS206.0    |
| 15-Oct-19    | CS206.0    |
| 16-Oct-19    | CS206.0    |



|           |         |
|-----------|---------|
| 17-Oct-19 | CS209.6 |
| 18-Oct-19 | CS213.2 |
| 21-Oct-19 | CS209.6 |
| 22-Oct-19 | CS209.6 |
| 23-Oct-19 | CS213.2 |
| 24-Oct-19 | CS216.8 |
| 25-Oct-19 | CS216.8 |
| 28-Oct-19 | CS213.2 |
| 29-Oct-19 | CS213.2 |
| 30-Oct-19 | CS216.8 |
| 31-Oct-19 | CS213.2 |
| 01-Nov-19 | CS220.4 |
| 04-Nov-19 | CS220.4 |
| 05-Nov-19 | CS220.4 |
| 06-Nov-19 | CS216.8 |
| 07-Nov-19 | CS213.2 |
| 08-Nov-19 | CS213.2 |
| 11-Nov-19 | CS213.2 |
| 12-Nov-19 | CS220.4 |
| 13-Nov-19 | CS216.8 |
| 14-Nov-19 | CS211.5 |
| 15-Nov-19 | CS215.1 |
| 18-Nov-19 | CS229.4 |
| 19-Nov-19 | CS225.8 |
| 20-Nov-19 | CS225.8 |
| 21-Nov-19 | CS229.4 |
| 22-Nov-19 | CS243.8 |
| 25-Nov-19 | CS229.4 |
| 26-Nov-19 | CS233.0 |
| 27-Nov-19 | CS233.0 |
| 28-Nov-19 | CS236.6 |
| 29-Nov-19 | CS236.6 |
| 02-Dec-19 | CS247.3 |
| 03-Dec-19 | CS261.7 |
| 04-Dec-19 | CS258.1 |
| 05-Dec-19 | CS254.5 |
| 06-Dec-19 | CS250.9 |
| 09-Dec-19 | CS247.3 |
| 10-Dec-19 | CS247.3 |
| 11-Dec-19 | CS254.5 |
| 12-Dec-19 | CS254.5 |
| 13-Dec-19 | CS265.3 |
| 16-Dec-19 | CS265.3 |
| 17-Dec-19 | CS258.1 |
| 18-Dec-19 | CS250.9 |
| 19-Dec-19 | CS258.1 |
| 20-Dec-19 | CS261.7 |
| 23-Dec-19 | CS254.5 |
| 24-Dec-19 | CS250.9 |
| 27-Dec-19 | CS258.1 |
| 30-Dec-19 | CS272.4 |
| 31-Dec-19 | CS290.4 |
| 02-Jan-20 | CS304.7 |
| 03-Jan-20 | CS304.7 |
| 06-Jan-20 | CS290.4 |
| 07-Jan-20 | CS293.9 |
| 08-Jan-20 | CS279.6 |

|           |          |
|-----------|----------|
| 09-Jan-20 | C\$283.2 |
| 10-Jan-20 | C\$279.6 |
| 13-Jan-20 | C\$276.0 |
| 14-Jan-20 | C\$276.0 |
| 15-Jan-20 | C\$279.6 |
| 16-Jan-20 | C\$283.2 |
| 17-Jan-20 | C\$268.9 |
| 20-Jan-20 | C\$272.4 |
| 21-Jan-20 | C\$272.4 |
| 22-Jan-20 | C\$258.1 |
| 23-Jan-20 | C\$268.9 |
| 24-Jan-20 | C\$279.6 |
| 27-Jan-20 | C\$279.6 |
| 28-Jan-20 | C\$268.9 |
| 29-Jan-20 | C\$290.4 |
| 30-Jan-20 | C\$290.4 |
| 31-Jan-20 | C\$297.5 |
| 03-Feb-20 | C\$290.4 |
| 04-Feb-20 | C\$272.4 |
| 05-Feb-20 | C\$279.6 |
| 06-Feb-20 | C\$294.0 |
| 07-Feb-20 | C\$283.2 |
| 10-Feb-20 | C\$286.8 |
| 11-Feb-20 | C\$279.6 |
| 12-Feb-20 | C\$279.6 |
| 13-Feb-20 | C\$279.6 |
| 14-Feb-20 | C\$276.0 |
| 18-Feb-20 | C\$272.6 |
| 19-Feb-20 | C\$276.2 |
| 20-Feb-20 | C\$272.6 |
| 21-Feb-20 | C\$294.1 |
| 24-Feb-20 | C\$294.1 |
| 25-Feb-20 | C\$276.2 |
| 26-Feb-20 | C\$272.6 |
| 27-Feb-20 | C\$243.9 |
| 28-Feb-20 | C\$233.1 |
| 02-Mar-20 | C\$233.1 |
| 03-Mar-20 | C\$251.1 |
| 04-Mar-20 | C\$261.8 |
| 05-Mar-20 | C\$258.3 |
| 06-Mar-20 | C\$251.1 |
| 09-Mar-20 | C\$233.1 |
| 10-Mar-20 | C\$222.4 |
| 11-Mar-20 | C\$222.4 |
| 12-Mar-20 | C\$172.2 |
| 13-Mar-20 | C\$174.0 |
| 16-Mar-20 | C\$204.4 |
| 17-Mar-20 | C\$218.8 |
| 18-Mar-20 | C\$200.9 |
| 19-Mar-20 | C\$208.0 |
| 20-Mar-20 | C\$197.3 |
| 23-Mar-20 | C\$200.9 |
| 24-Mar-20 | C\$233.5 |
| 25-Mar-20 | C\$237.1 |
| 26-Mar-20 | C\$229.9 |
| 27-Mar-20 | C\$219.1 |
| 30-Mar-20 | C\$211.9 |



|           |         |
|-----------|---------|
| 31-Mar-20 | CS219.1 |
| 01-Apr-20 | CS215.5 |
| 02-Apr-20 | CS233.5 |
| 03-Apr-20 | CS229.9 |
| 06-Apr-20 | CS244.3 |
| 07-Apr-20 | CS244.3 |
| 08-Apr-20 | CS251.5 |
| 09-Apr-20 | CS258.6 |
| 13-Apr-20 | CS273.0 |
| 14-Apr-20 | CS273.0 |
| 15-Apr-20 | CS265.8 |
| 16-Apr-20 | CS273.0 |
| 17-Apr-20 | CS269.4 |
| 20-Apr-20 | CS280.2 |
| 21-Apr-20 | CS273.0 |
| 22-Apr-20 | CS287.4 |
| 23-Apr-20 | CS283.8 |
| 24-Apr-20 | CS294.6 |
| 27-Apr-20 | CS301.8 |
| 28-Apr-20 | CS294.6 |
| 29-Apr-20 | CS305.3 |
| 30-Apr-20 | CS291.0 |
| 01-May-20 | CS298.2 |
| 04-May-20 | CS301.8 |
| 05-May-20 | CS305.3 |
| 06-May-20 | CS294.6 |
| 07-May-20 | CS308.9 |
| 08-May-20 | CS312.5 |
| 11-May-20 | CS319.7 |
| 12-May-20 | CS355.6 |
| 13-May-20 | CS352.2 |
| 14-May-20 | CS345.0 |
| 15-May-20 | CS373.8 |
| 19-May-20 | CS427.7 |
| 20-May-20 | CS427.7 |
| 21-May-20 | CS424.1 |
| 22-May-20 | CS456.5 |
| 25-May-20 | CS499.6 |
| 26-May-20 | CS474.4 |
| 27-May-20 | CS456.5 |
| 28-May-20 | CS452.9 |
| 29-May-20 | CS463.7 |
| 01-Jun-20 | CS474.4 |
| 02-Jun-20 | CS470.8 |
| 03-Jun-20 | CS460.1 |
| 04-Jun-20 | CS503.2 |
| 05-Jun-20 | CS499.6 |
| 08-Jun-20 | CS503.2 |
| 09-Jun-20 | CS503.2 |
| 10-Jun-20 | CS510.4 |
| 11-Jun-20 | CS474.4 |
| 12-Jun-20 | CS492.4 |
| 15-Jun-20 | CS467.2 |
| 16-Jun-20 | CS478.0 |
| 17-Jun-20 | CS494.8 |
| 18-Jun-20 | CS494.8 |
| 19-Jun-20 | CS498.5 |

|           |            |
|-----------|------------|
| 22-Jun-20 | C\$520.7   |
| 23-Jun-20 | C\$553.9   |
| 24-Jun-20 | C\$568.7   |
| 25-Jun-20 | C\$598.2   |
| 26-Jun-20 | C\$638.9   |
| 29-Jun-20 | C\$620.4   |
| 30-Jun-20 | C\$627.8   |
| 02-Jul-20 | C\$627.8   |
| 03-Jul-20 | C\$627.8   |
| 06-Jul-20 | C\$638.9   |
| 07-Jul-20 | C\$716.4   |
| 08-Jul-20 | C\$812.4   |
| 09-Jul-20 | C\$816.1   |
| 10-Jul-20 | C\$816.1   |
| 13-Jul-20 | C\$834.6   |
| 14-Jul-20 | C\$805.1   |
| 15-Jul-20 | C\$782.9   |
| 16-Jul-20 | C\$742.3   |
| 17-Jul-20 | C\$808.4   |
| 20-Jul-20 | C\$823.8   |
| 21-Jul-20 | C\$827.6   |
| 22-Jul-20 | C\$831.5   |
| 23-Jul-20 | C\$816.1   |
| 24-Jul-20 | C\$835.3   |
| 27-Jul-20 | C\$866.1   |
| 28-Jul-20 | C\$858.4   |
| 29-Jul-20 | C\$846.9   |
| 30-Jul-20 | C\$793.0   |
| 31-Jul-20 | C\$796.8   |
| 04-Aug-20 | C\$812.2   |
| 05-Aug-20 | C\$808.4   |
| 06-Aug-20 | C\$781.4   |
| 07-Aug-20 | C\$769.9   |
| 10-Aug-20 | C\$758.3   |
| 11-Aug-20 | C\$681.3   |
| 12-Aug-20 | C\$719.8   |
| 13-Aug-20 | C\$769.9   |
| 14-Aug-20 | C\$766.0   |
| 17-Aug-20 | C\$781.4   |
| 18-Aug-20 | C\$815.1   |
| 19-Aug-20 | C\$787.8   |
| 20-Aug-20 | C\$780.0   |
| 21-Aug-20 | C\$766.2   |
| 24-Aug-20 | C\$754.5   |
| 25-Aug-20 | C\$754.5   |
| 26-Aug-20 | C\$809.2   |
| 27-Aug-20 | C\$793.6   |
| 28-Aug-20 | C\$809.2   |
| 31-Aug-20 | C\$821.0   |
| 01-Sep-20 | C\$824.9   |
| 02-Sep-20 | C\$824.9   |
| 03-Sep-20 | C\$860.0   |
| 04-Sep-20 | C\$903.1   |
| 08-Sep-20 | C\$1,012.5 |
| 09-Sep-20 | C\$1,047.7 |
| 10-Sep-20 | C\$1,071.2 |
| 11-Sep-20 | C\$1,008.6 |

|           |            |
|-----------|------------|
| 14-Sep-20 | C\$1,020.3 |
| 15-Sep-20 | C\$1,067.2 |
| 16-Sep-20 | C\$1,051.6 |
| 17-Sep-20 | C\$1,059.4 |
| 18-Sep-20 | C\$1,067.2 |
| 21-Sep-20 | C\$1,016.4 |
| 22-Sep-20 | C\$1,020.3 |
| 23-Sep-20 | C\$845.0   |
| 24-Sep-20 | C\$891.9   |
| 25-Sep-20 | C\$907.5   |
| 28-Sep-20 | C\$903.6   |
| 29-Sep-20 | C\$888.0   |
| 30-Sep-20 | C\$849.5   |
| 01-Oct-20 | C\$869.1   |
| 02-Oct-20 | C\$864.6   |
| 05-Oct-20 | C\$829.2   |
| 06-Oct-20 | C\$844.9   |
| 07-Oct-20 | C\$860.7   |
| 08-Oct-20 | C\$888.2   |
| 09-Oct-20 | C\$904.9   |
| 13-Oct-20 | C\$940.3   |
| 14-Oct-20 | C\$929.1   |
| 15-Oct-20 | C\$913.4   |
| 16-Oct-20 | C\$913.4   |
| 19-Oct-20 | C\$905.5   |
| 20-Oct-20 | C\$866.1   |
| 21-Oct-20 | C\$877.9   |
| 22-Oct-20 | C\$901.6   |
| 23-Oct-20 | C\$905.5   |
| 26-Oct-20 | C\$905.5   |
| 27-Oct-20 | C\$1,000.0 |
| 28-Oct-20 | C\$937.9   |
| 29-Oct-20 | C\$906.4   |
| 30-Oct-20 | C\$918.2   |
| 02-Nov-20 | C\$902.5   |
| 03-Nov-20 | C\$886.7   |
| 04-Nov-20 | C\$874.9   |
| 05-Nov-20 | C\$937.9   |
| 06-Nov-20 | C\$953.7   |
| 09-Nov-20 | C\$882.8   |
| 10-Nov-20 | C\$878.8   |
| 11-Nov-20 | C\$870.9   |
| 12-Nov-20 | C\$911.4   |
| 13-Nov-20 | C\$907.4   |
| 16-Nov-20 | C\$919.3   |
| 17-Nov-20 | C\$907.4   |
| 18-Nov-20 | C\$887.7   |
| 19-Nov-20 | C\$895.6   |
| 20-Nov-20 | C\$887.7   |
| 23-Nov-20 | C\$887.7   |
| 24-Nov-20 | C\$856.1   |
| 25-Nov-20 | C\$897.8   |
| 26-Nov-20 | C\$909.9   |
| 27-Nov-20 | C\$901.8   |
| 30-Nov-20 | C\$897.8   |
| 01-Dec-20 | C\$966.5   |
| 02-Dec-20 | C\$1,031.2 |

|           |            |
|-----------|------------|
| 03-Dec-20 | C\$1,027.2 |
| 04-Dec-20 | C\$1,039.3 |
| 07-Dec-20 | C\$1,104.0 |
| 08-Dec-20 | C\$1,095.9 |
| 09-Dec-20 | C\$1,087.8 |
| 10-Dec-20 | C\$1,087.8 |
| 11-Dec-20 | C\$1,172.8 |
| 14-Dec-20 | C\$1,144.5 |
| 15-Dec-20 | C\$1,205.1 |
| 16-Dec-20 | C\$1,168.7 |
| 17-Dec-20 | C\$1,148.5 |
| 18-Dec-20 | C\$1,047.4 |
| 21-Dec-20 | C\$1,116.2 |
| 22-Dec-20 | C\$1,075.7 |
| 23-Dec-20 | C\$1,132.3 |
| 24-Dec-20 | C\$1,108.1 |
| 29-Dec-20 | C\$1,067.6 |
| 30-Dec-20 | C\$1,067.6 |
| 31-Dec-20 | C\$1,043.4 |
| 04-Jan-21 | C\$1,051.5 |
| 05-Jan-21 | C\$1,007.0 |
| 06-Jan-21 | C\$978.7   |
| 07-Jan-21 | C\$974.6   |
| 08-Jan-21 | C\$914.0   |
| 11-Jan-21 | C\$877.6   |
| 12-Jan-21 | C\$881.6   |
| 13-Jan-21 | C\$877.6   |
| 14-Jan-21 | C\$881.6   |
| 15-Jan-21 | C\$857.3   |
| 18-Jan-21 | C\$865.4   |
| 19-Jan-21 | C\$897.8   |
| 20-Jan-21 | C\$901.8   |
| 21-Jan-21 | C\$918.0   |
| 22-Jan-21 | C\$893.7   |
| 25-Jan-21 | C\$869.5   |
| 26-Jan-21 | C\$873.5   |
| 27-Jan-21 | C\$853.3   |
| 28-Jan-21 | C\$901.8   |
| 29-Jan-21 | C\$877.6   |
| 01-Feb-21 | C\$881.6   |
| 02-Feb-21 | C\$885.6   |
| 03-Feb-21 | C\$869.5   |
| 04-Feb-21 | C\$837.1   |
| 05-Feb-21 | C\$846.6   |
| 08-Feb-21 | C\$838.7   |
| 09-Feb-21 | C\$830.7   |
| 10-Feb-21 | C\$830.7   |
| 11-Feb-21 | C\$795.0   |
| 12-Feb-21 | C\$798.9   |
| 16-Feb-21 | C\$779.1   |
| 17-Feb-21 | C\$751.2   |
| 18-Feb-21 | C\$727.4   |
| 19-Feb-21 | C\$739.3   |
| 22-Feb-21 | C\$759.2   |
| 23-Feb-21 | C\$791.0   |
| 24-Feb-21 | C\$798.9   |
| 25-Feb-21 | C\$755.2   |

|           |         |
|-----------|---------|
| 26-Feb-21 | CS735.3 |
| 01-Mar-21 | CS643.9 |
| 02-Mar-21 | CS703.5 |
| 03-Mar-21 | CS703.5 |
| 04-Mar-21 | CS739.3 |
| 05-Mar-21 | CS735.3 |
| 08-Mar-21 | CS711.5 |
| 09-Mar-21 | CS783.0 |
| 10-Mar-21 | CS763.2 |
| 11-Mar-21 | CS836.2 |
| 12-Mar-21 | CS812.3 |
| 15-Mar-21 | CS788.4 |
| 16-Mar-21 | CS772.5 |
| 17-Mar-21 | CS740.6 |
| 18-Mar-21 | CS729.5 |
| 19-Mar-21 | CS721.5 |
| 22-Mar-21 | CS721.5 |
| 23-Mar-21 | CS705.4 |
| 24-Mar-21 | CS709.4 |
| 25-Mar-21 | CS705.4 |
| 26-Mar-21 | CS701.4 |
| 29-Mar-21 | CS693.4 |
| 30-Mar-21 | CS645.3 |
| 31-Mar-21 | CS653.3 |
| 01-Apr-21 | CS565.1 |
| 05-Apr-21 | CS541.1 |
| 06-Apr-21 | CS569.2 |
| 07-Apr-21 | CS565.1 |
| 08-Apr-21 | CS565.1 |
| 09-Apr-21 | CS537.1 |
| 12-Apr-21 | CS517.0 |
| 13-Apr-21 | CS513.0 |
| 14-Apr-21 | CS497.0 |
| 15-Apr-21 | CS561.1 |
| 16-Apr-21 | CS577.2 |
| 19-Apr-21 | CS541.1 |
| 20-Apr-21 | CS521.1 |
| 21-Apr-21 | CS545.1 |
| 22-Apr-21 | CS529.1 |
| 23-Apr-21 | CS521.1 |
| 26-Apr-21 | CS501.0 |
| 27-Apr-21 | CS501.0 |
| 28-Apr-21 | CS501.0 |
| 29-Apr-21 | CS501.0 |
| 30-Apr-21 | CS501.0 |
| 03-May-21 | CS493.0 |
| 04-May-21 | CS489.0 |
| 05-May-21 | CS502.8 |
| 06-May-21 | CS527.6 |
| 07-May-21 | CS544.1 |
| 10-May-21 | CS572.9 |
| 11-May-21 | CS572.9 |
| 12-May-21 | CS552.3 |
| 13-May-21 | CS614.1 |
| 14-May-21 | CS626.5 |
| 17-May-21 | CS667.7 |
| 18-May-21 | CS680.1 |

|           |         |
|-----------|---------|
| 19-May-21 | CS671.8 |
| 20-May-21 | CS663.6 |
| 21-May-21 | CS667.7 |
| 25-May-21 | CS663.6 |
| 26-May-21 | CS647.1 |
| 27-May-21 | CS659.5 |
| 28-May-21 | CS659.5 |
| 31-May-21 | CS638.8 |
| 01-Jun-21 | CS655.3 |
| 02-Jun-21 | CS659.5 |
| 03-Jun-21 | CS638.8 |
| 04-Jun-21 | CS663.6 |
| 07-Jun-21 | CS696.6 |
| 08-Jun-21 | CS717.2 |
| 09-Jun-21 | CS688.3 |
| 10-Jun-21 | CS700.7 |
| 11-Jun-21 | CS675.9 |
| 14-Jun-21 | CS675.9 |
| 15-Jun-21 | CS667.7 |
| 16-Jun-21 | CS663.6 |
| 17-Jun-21 | CS630.6 |
| 18-Jun-21 | CS634.7 |
| 21-Jun-21 | CS610.0 |
| 22-Jun-21 | CS630.6 |
| 23-Jun-21 | CS622.4 |
| 24-Jun-21 | CS634.7 |
| 25-Jun-21 | CS614.1 |
| 28-Jun-21 | CS601.8 |
| 29-Jun-21 | CS605.9 |
| 30-Jun-21 | CS626.5 |
| 02-Jul-21 | CS626.5 |
| 05-Jul-21 | CS614.1 |
| 06-Jul-21 | CS593.5 |
| 07-Jul-21 | CS572.9 |
| 08-Jul-21 | CS544.1 |
| 09-Jul-21 | CS552.3 |
| 12-Jul-21 | CS523.4 |
| 13-Jul-21 | CS539.9 |
| 14-Jul-21 | CS527.6 |
| 15-Jul-21 | CS523.4 |
| 16-Jul-21 | CS494.6 |
| 19-Jul-21 | CS453.4 |
| 20-Jul-21 | CS494.6 |
| 21-Jul-21 | CS498.7 |
| 22-Jul-21 | CS480.2 |
| 23-Jul-21 | CS455.4 |
| 26-Jul-21 | CS461.6 |
| 27-Jul-21 | CS463.7 |
| 28-Jul-21 | CS498.7 |
| 29-Jul-21 | CS531.7 |
| 30-Jul-21 | CS539.9 |
| 03-Aug-21 | CS597.6 |
| 04-Aug-21 | CS560.5 |
| 05-Aug-21 | CS560.5 |
| 06-Aug-21 | CS548.2 |
| 09-Aug-21 | CS523.4 |
| 10-Aug-21 | CS502.8 |

|           |         |
|-----------|---------|
| 11-Aug-21 | CS507.0 |
| 12-Aug-21 | CS507.0 |
| 13-Aug-21 | CS517.1 |
| 16-Aug-21 | CS484.0 |
| 17-Aug-21 | CS459.2 |
| 18-Aug-21 | CS471.6 |
| 19-Aug-21 | CS455.0 |
| 20-Aug-21 | CS446.8 |
| 23-Aug-21 | CS455.0 |
| 24-Aug-21 | CS463.3 |
| 25-Aug-21 | CS467.5 |
| 26-Aug-21 | CS438.5 |
| 27-Aug-21 | CS455.0 |
| 30-Aug-21 | CS442.6 |
| 31-Aug-21 | CS459.2 |
| 01-Sep-21 | CS446.8 |
| 02-Sep-21 | CS446.8 |
| 03-Sep-21 | CS517.1 |
| 07-Sep-21 | CS475.7 |
| 08-Sep-21 | CS430.2 |
| 09-Sep-21 | CS413.7 |
| 10-Sep-21 | CS409.5 |
| 13-Sep-21 | CS413.7 |
| 14-Sep-21 | CS405.4 |
| 15-Sep-21 | CS421.9 |
| 16-Sep-21 | CS407.5 |
| 17-Sep-21 | CS393.0 |
| 20-Sep-21 | CS397.1 |
| 21-Sep-21 | CS397.1 |
| 22-Sep-21 | CS393.0 |
| 23-Sep-21 | CS368.2 |
| 24-Sep-21 | CS364.0 |
| 27-Sep-21 | CS359.9 |
| 28-Sep-21 | CS351.6 |
| 29-Sep-21 | CS359.9 |
| 30-Sep-21 | CS368.2 |
| 01-Oct-21 | CS359.9 |
| 04-Oct-21 | CS374.6 |
| 05-Oct-21 | CS379.0 |
| 06-Oct-21 | CS379.0 |
| 07-Oct-21 | CS394.2 |
| 08-Oct-21 | CS435.6 |
| 12-Oct-21 | CS457.4 |
| 13-Oct-21 | CS470.5 |
| 14-Oct-21 | CS435.6 |
| 15-Oct-21 | CS421.4 |
| 18-Oct-21 | CS399.4 |
| 19-Oct-21 | CS399.4 |
| 20-Oct-21 | CS421.4 |
| 21-Oct-21 | CS425.8 |
| 22-Oct-21 | CS438.9 |
| 25-Oct-21 | CS452.1 |
| 26-Oct-21 | CS443.3 |
| 27-Oct-21 | CS425.8 |
| 28-Oct-21 | CS434.5 |
| 29-Oct-21 | CS421.4 |
| 01-Nov-21 | CS417.0 |

|           |         |
|-----------|---------|
| 02-Nov-21 | CS417.0 |
| 03-Nov-21 | CS421.4 |
| 04-Nov-21 | CS417.0 |
| 05-Nov-21 | CS421.4 |
| 08-Nov-21 | CS412.6 |
| 09-Nov-21 | CS412.6 |
| 10-Nov-21 | CS421.4 |
| 11-Nov-21 | CS452.1 |
| 12-Nov-21 | CS474.9 |
| 15-Nov-21 | CS435.3 |
| 16-Nov-21 | CS404.5 |
| 17-Nov-21 | CS391.3 |
| 18-Nov-21 | CS382.5 |
| 19-Nov-21 | CS378.1 |
| 22-Nov-21 | CS356.1 |
| 23-Nov-21 | CS351.7 |
| 24-Nov-21 | CS356.1 |
| 25-Nov-21 | CS364.9 |
| 26-Nov-21 | CS343.0 |
| 29-Nov-21 | CS334.2 |
| 30-Nov-21 | CS329.8 |
| 01-Dec-21 | CS308.2 |
| 02-Dec-21 | CS312.6 |
| 03-Dec-21 | CS325.8 |
| 06-Dec-21 | CS325.8 |
| 07-Dec-21 | CS321.4 |
| 08-Dec-21 | CS308.2 |
| 09-Dec-21 | CS303.8 |
| 10-Dec-21 | CS317.0 |
| 13-Dec-21 | CS308.2 |
| 14-Dec-21 | CS299.4 |
| 15-Dec-21 | CS286.4 |
| 16-Dec-21 | CS295.3 |
| 17-Dec-21 | CS295.3 |
| 20-Dec-21 | CS308.5 |
| 21-Dec-21 | CS308.5 |
| 22-Dec-21 | CS326.1 |
| 23-Dec-21 | CS334.9 |
| 24-Dec-21 | CS326.1 |
| 29-Dec-21 | CS295.3 |
| 30-Dec-21 | CS299.7 |
| 31-Dec-21 | CS299.7 |
| 04-Jan-22 | CS308.5 |
| 05-Jan-22 | CS321.7 |
| 06-Jan-22 | CS308.5 |
| 07-Jan-22 | CS299.7 |
| 10-Jan-22 | CS295.3 |
| 11-Jan-22 | CS317.3 |
| 12-Jan-22 | CS317.3 |
| 13-Jan-22 | CS313.2 |
| 14-Jan-22 | CS304.4 |
| 17-Jan-22 | CS291.2 |
| 18-Jan-22 | CS300.0 |
| 19-Jan-22 | CS326.5 |
| 20-Jan-22 | CS304.4 |
| 21-Jan-22 | CS295.6 |
| 24-Jan-22 | CS295.6 |



|           |         |
|-----------|---------|
| 25-Jan-22 | CS282.4 |
| 26-Jan-22 | CS278.0 |
| 27-Jan-22 | CS255.9 |
| 28-Jan-22 | CS251.5 |
| 31-Jan-22 | CS264.7 |
| 01-Feb-22 | CS264.7 |
| 02-Feb-22 | CS255.9 |
| 03-Feb-22 | CS255.9 |
| 04-Feb-22 | CS269.1 |
| 07-Feb-22 | CS282.4 |
| 08-Feb-22 | CS278.0 |
| 09-Feb-22 | CS278.0 |
| 10-Feb-22 | CS273.5 |
| 11-Feb-22 | CS300.0 |
| 14-Feb-22 | CS304.4 |
| 15-Feb-22 | CS335.1 |
| 16-Feb-22 | CS350.1 |
| 17-Feb-22 | CS360.1 |
| 18-Feb-22 | CS365.1 |
| 22-Feb-22 | CS365.1 |
| 23-Feb-22 | CS380.1 |
| 24-Feb-22 | CS375.1 |
| 25-Feb-22 | CS420.1 |
| 28-Feb-22 | CS410.1 |
| 01-Mar-22 | CS405.1 |
| 02-Mar-22 | CS390.1 |
| 03-Mar-22 | CS395.1 |
| 04-Mar-22 | CS390.1 |
| 07-Mar-22 | CS400.1 |
| 08-Mar-22 | CS415.1 |
| 09-Mar-22 | CS395.1 |
| 10-Mar-22 | CS395.1 |
| 11-Mar-22 | CS380.1 |
| 14-Mar-22 | CS370.1 |
| 15-Mar-22 | CS372.6 |
| 16-Mar-22 | CS380.1 |
| 17-Mar-22 | CS375.1 |
| 18-Mar-22 | CS360.1 |
| 21-Mar-22 | CS370.1 |
| 22-Mar-22 | CS360.1 |
| 23-Mar-22 | CS360.1 |
| 24-Mar-22 | CS350.1 |
| 25-Mar-22 | CS350.1 |
| 28-Mar-22 | CS202.6 |
| 29-Mar-22 | CS190.1 |
| 30-Mar-22 | CS195.2 |
| 31-Mar-22 | CS182.7 |
| 01-Apr-22 | CS180.2 |
| 04-Apr-22 | CS160.2 |
| 05-Apr-22 | CS137.7 |
| 06-Apr-22 | CS125.1 |
| 07-Apr-22 | CS125.1 |
| 08-Apr-22 | CS122.6 |
| 11-Apr-22 | CS110.1 |
| 12-Apr-22 | CS95.1  |
| 13-Apr-22 | CS79.1  |
| 14-Apr-22 | CS75.1  |

|           |           |
|-----------|-----------|
| 18-Apr-22 | CS\$102.6 |
| 19-Apr-22 | CS\$105.1 |
| 20-Apr-22 | CS\$102.6 |
| 21-Apr-22 | CS\$95.1  |
| 22-Apr-22 | CS\$107.6 |
| 25-Apr-22 | CS\$102.6 |
| 26-Apr-22 | CS\$95.1  |
| 27-Apr-22 | CS\$92.6  |
| 28-Apr-22 | CS\$87.6  |
| 29-Apr-22 | CS\$87.6  |
| 02-May-22 | CS\$92.6  |
| 03-May-22 | CS\$95.1  |
| 04-May-22 | CS\$97.6  |
| 05-May-22 | CS\$92.6  |
| 06-May-22 | CS\$92.6  |
| 09-May-22 | CS\$92.6  |
| 10-May-22 | CS\$90.1  |
| 11-May-22 | CS\$95.1  |
| 12-May-22 | CS\$87.6  |
| 13-May-22 | CS\$87.6  |
| 16-May-22 | CS\$82.6  |
| 17-May-22 | CS\$81.6  |
| 18-May-22 | CS\$77.6  |
| 19-May-22 | CS\$90.1  |
| 20-May-22 | CS\$95.1  |
| 24-May-22 | CS\$97.6  |
| 25-May-22 | CS\$100.1 |
| 26-May-22 | CS\$95.1  |
| 27-May-22 | CS\$97.6  |
| 30-May-22 | CS\$97.6  |
| 31-May-22 | CS\$97.6  |
| 01-Jun-22 | CS\$110.2 |
| 02-Jun-22 | CS\$122.7 |
| 08-Jun-22 | CS\$125.2 |
| 06-Jun-22 | CS\$120.2 |
| 07-Jun-22 | CS\$130.2 |
| 08-Jun-22 | CS\$137.7 |
| 09-Jun-22 | CS\$200.4 |
| 10-Jun-22 | CS\$215.0 |
| 13-Jun-22 | CS\$200.4 |
| 14-Jun-22 | CS\$167.6 |
| 15-Jun-22 | CS\$178.6 |
| 16-Jun-22 | CS\$171.3 |
| 17-Jun-22 | CS\$116.6 |
| 20-Jun-22 | CS\$138.5 |
| 21-Jun-22 | CS\$127.6 |
| 22-Jun-22 | CS\$122.5 |
| 23-Jun-22 | CS\$116.6 |
| 24-Jun-22 | CS\$123.9 |
| 27-Jun-22 | CS\$123.9 |
| 28-Jun-22 | CS\$120.3 |
| 29-Jun-22 | CS\$120.3 |
| 30-Jun-22 | CS\$118.8 |
| 04-Jul-22 | CS\$123.9 |
| 05-Jul-22 | CS\$113.0 |
| 06-Jul-22 | CS\$113.0 |
| 07-Jul-22 | CS\$116.6 |

|           |          |
|-----------|----------|
| 08-Jul-22 | C\$120.3 |
| 11-Jul-22 | C\$113.0 |
| 12-Jul-22 | C\$113.0 |
| 13-Jul-22 | C\$116.6 |
| 14-Jul-22 | C\$109.3 |
| 15-Jul-22 | C\$109.3 |
| 18-Jul-22 | C\$105.7 |
| 19-Jul-22 | C\$105.7 |
| 20-Jul-22 | C\$98.4  |
| 21-Jul-22 | C\$94.8  |
| 22-Jul-22 | C\$94.8  |
| 25-Jul-22 | C\$94.8  |
| 26-Jul-22 | C\$94.8  |
| 27-Jul-22 | C\$94.8  |
| 28-Jul-22 | C\$87.5  |
| 29-Jul-22 | C\$83.8  |
| 02-Aug-22 | C\$76.5  |
| 03-Aug-22 | C\$72.9  |
| 04-Aug-22 | C\$71.4  |
| 05-Aug-22 | C\$72.9  |
| 08-Aug-22 | C\$72.9  |
| 09-Aug-22 | C\$69.2  |
| 10-Aug-22 | C\$76.5  |
| 11-Aug-22 | C\$80.2  |
| 12-Aug-22 | C\$87.5  |
| 15-Aug-22 | C\$94.8  |
| 16-Aug-22 | C\$94.8  |
| 17-Aug-22 | C\$87.5  |
| 18-Aug-22 | C\$80.2  |
| 19-Aug-22 | C\$80.2  |
| 22-Aug-22 | C\$80.2  |
| 23-Aug-22 | C\$83.8  |
| 24-Aug-22 | C\$80.2  |
| 25-Aug-22 | C\$80.2  |
| 26-Aug-22 | C\$80.2  |
| 29-Aug-22 | C\$80.2  |
| 30-Aug-22 | C\$80.2  |
| 31-Aug-22 | C\$76.5  |
| 01-Sep-22 | C\$80.2  |
| 02-Sep-22 | C\$80.2  |
| 06-Sep-22 | C\$72.9  |
| 07-Sep-22 | C\$72.9  |
| 08-Sep-22 | C\$72.9  |
| 09-Sep-22 | C\$76.5  |
| 12-Sep-22 | C\$94.8  |
| 13-Sep-22 | C\$91.1  |
| 14-Sep-22 | C\$93.3  |
| 15-Sep-22 | C\$87.5  |
| 16-Sep-22 | C\$87.5  |
| 19-Sep-22 | C\$94.8  |
| 20-Sep-22 | C\$91.1  |
| 21-Sep-22 | C\$91.1  |
| 22-Sep-22 | C\$105.7 |
| 23-Sep-22 | C\$113.0 |
| 26-Sep-22 | C\$102.0 |
| 27-Sep-22 | C\$102.0 |
| 28-Sep-22 | C\$98.4  |

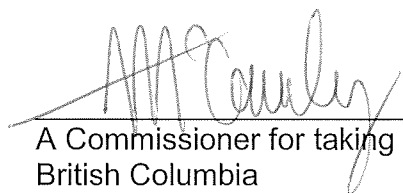
|           |          |
|-----------|----------|
| 29-Sep-22 | C\$102.0 |
| 30-Sep-22 | C\$102.0 |
| 03-Oct-22 | C\$109.3 |
| 04-Oct-22 | C\$116.6 |
| 05-Oct-22 | C\$109.3 |
| 06-Oct-22 | C\$105.7 |
| 07-Oct-22 | C\$102.1 |
| 11-Oct-22 | C\$98.4  |
| 12-Oct-22 | C\$94.8  |
| 13-Oct-22 | C\$94.8  |
| 14-Oct-22 | C\$89.7  |
| 17-Oct-22 | C\$91.1  |
| 18-Oct-22 | C\$94.8  |
| 19-Oct-22 | C\$87.5  |
| 20-Oct-22 | C\$91.1  |
| 21-Oct-22 | C\$87.5  |
| 24-Oct-22 | C\$21.9  |
| 25-Oct-22 | C\$14.6  |
| 26-Oct-22 | C\$13.1  |
| 27-Oct-22 | C\$14.6  |
| 28-Oct-22 | C\$14.6  |
| 31-Oct-22 | C\$10.9  |
| 01-Nov-22 | C\$10.9  |
| 02-Nov-22 | C\$10.9  |
| 03-Nov-22 | C\$10.9  |
| 04-Nov-22 | C\$7.3   |
| 07-Nov-22 | C\$10.9  |
| 08-Nov-22 | C\$10.9  |
| 09-Nov-22 | C\$13.1  |
| 10-Nov-22 | C\$10.9  |
| 11-Nov-22 | C\$13.1  |
| 14-Nov-22 | C\$13.1  |
| 15-Nov-22 | C\$14.6  |
| 16-Nov-22 | C\$16.8  |
| 17-Nov-22 | C\$14.6  |
| 18-Nov-22 | C\$14.6  |
| 21-Nov-22 | C\$10.9  |
| 22-Nov-22 | C\$14.6  |
| 23-Nov-22 | C\$10.9  |
| 24-Nov-22 | C\$13.1  |
| 25-Nov-22 | C\$10.9  |
| 28-Nov-22 | C\$10.9  |
| 29-Nov-22 | C\$13.1  |
| 30-Nov-22 | C\$14.6  |
| 01-Dec-22 | C\$14.6  |
| 02-Dec-22 | C\$14.6  |
| 05-Dec-22 | C\$14.6  |
| 06-Dec-22 | C\$14.6  |
| 07-Dec-22 | C\$14.6  |
| 08-Dec-22 | C\$10.9  |
| 09-Dec-22 | C\$10.9  |
| 12-Dec-22 | C\$10.9  |
| 13-Dec-22 | C\$14.6  |
| 14-Dec-22 | C\$10.9  |
| 15-Dec-22 | C\$14.6  |
| 16-Dec-22 | C\$10.9  |
| 19-Dec-22 | C\$10.9  |

|           |         |
|-----------|---------|
| 20-Dec-22 | C\$10.9 |
| 21-Dec-22 | C\$10.9 |
| 22-Dec-22 | C\$10.9 |
| 23-Dec-22 | C\$10.9 |
| 28-Dec-22 | C\$7.3  |
| 29-Dec-22 | C\$10.9 |
| 30-Dec-22 | C\$10.9 |
| 03-Jan-23 | C\$14.6 |
| 04-Jan-23 | C\$13.1 |
| 05-Jan-23 | C\$10.9 |
| 06-Jan-23 | C\$10.9 |
| 09-Jan-23 | C\$10.9 |
| 10-Jan-23 | C\$10.9 |
| 11-Jan-23 | C\$10.9 |
| 12-Jan-23 | C\$10.9 |
| 13-Jan-23 | C\$14.6 |
| 16-Jan-23 | C\$14.6 |
| 17-Jan-23 | C\$14.6 |
| 18-Jan-23 | C\$14.6 |
| 19-Jan-23 | C\$14.6 |
| 20-Jan-23 | C\$14.6 |
| 23-Jan-23 | C\$10.9 |
| 24-Jan-23 | C\$10.9 |
| 25-Jan-23 | C\$10.9 |
| 26-Jan-23 | C\$14.6 |
| 27-Jan-23 | C\$14.6 |
| 30-Jan-23 | C\$14.6 |
| 31-Jan-23 | C\$14.6 |
| 01-Feb-23 | C\$14.6 |
| 02-Feb-23 | C\$10.9 |
| 03-Feb-23 | C\$10.9 |
| 06-Feb-23 | C\$10.9 |
| 07-Feb-23 | C\$10.9 |
| 08-Feb-23 | C\$10.9 |
| 09-Feb-23 | C\$10.9 |
| 10-Feb-23 | C\$10.9 |
| 13-Feb-23 | C\$10.9 |
| 14-Feb-23 | C\$10.9 |
| 15-Feb-23 | C\$10.9 |
| 16-Feb-23 | C\$10.9 |
| 17-Feb-23 | C\$10.9 |
| 21-Feb-23 | C\$10.9 |
| 22-Feb-23 | C\$10.9 |
| 23-Feb-23 | C\$7.3  |
| 24-Feb-23 | C\$10.9 |
| 27-Feb-23 | C\$10.9 |
| 28-Feb-23 | C\$7.3  |
| 01-Mar-23 | C\$10.9 |
| 02-Mar-23 | C\$9.5  |
| 03-Mar-23 | C\$10.9 |
| 06-Mar-23 | C\$10.9 |
| 07-Mar-23 | C\$10.9 |
| 08-Mar-23 | C\$10.9 |
| 09-Mar-23 | C\$10.9 |
| 10-Mar-23 | C\$7.3  |
| 13-Mar-23 | C\$9.5  |
| 14-Mar-23 | C\$10.9 |

C\$10.9  
C\$10.9  
C\$9.5

15-Mar-23  
16-Mar-23  
17-Mar-23

This is **Exhibit "D"** referred to in  
the Affidavit of Narinder Nagra sworn  
before me at Vancouver, British Columbia  
on this the 15th day of June, 2023



---

A Commissioner for taking Affidavits for  
British Columbia

**ALEXANDRA McCAWLEY**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
666 Burrard Street, Suite 2800  
Vancouver, BC V6C 2Z7  
604.687.9444

| Vendor ID | Vendor Name                           | Voucher Number | Document Type | Document Date | Document Number | Document Amount | Current Trx Amount |
|-----------|---------------------------------------|----------------|---------------|---------------|-----------------|-----------------|--------------------|
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00003512       | Payment       | 5/20/2020     | EFT00245        | \$ 690,927.20   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00004481       | Payment       | 7/27/2020     | EFT00619        | \$ 576,910.20   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00004721       | Payment       | 8/25/2020     | EFT00811        | \$ 1,442,275.50 | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00004930       | Payment       | 9/10/2020     | EFT00894        | \$ 557,900.31   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00005862       | Payment       | 11/26/2020    | EFT01460        | \$ 130,854.00   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00006508       | Payment       | 12/17/2020    | EFT01789        | \$ 143,623.11   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00007706       | Payment       | 1/21/2021     | EFT02196        | \$ 196,627.67   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00009644       | Payment       | 3/22/2021     | EFT02925        | \$ 17,334.20    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00009920       | Payment       | 4/1/2021      | EFT03144        | \$ 76,993.81    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00010558       | Payment       | 4/22/2021     | EFT03437        | \$ 112,532.49   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00010782       | Payment       | 4/29/2021     | EFT03603        | \$ 26,001.30    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00011089       | Payment       | 5/6/2021      | EFT03699        | \$ 65,427.00    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00011411       | Payment       | 5/20/2021     | EFT03938        | \$ 391,293.19   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00011553       | Payment       | 5/27/2021     | EFT04092        | \$ 10,703.66    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00011719       | Payment       | 6/3/2021      | EFT04196        | \$ 65,427.00    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00012263       | Payment       | 6/16/2021     | EFT04399        | \$ 145,318.00   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00012472       | Payment       | 7/15/2021     | EFT04825        | \$ 130,854.00   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00012973       | Payment       | 8/5/2021      | EFT05114        | \$ 65,427.00    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00013070       | Payment       | 8/12/2021     | EFT05244        | \$ 228,906.36   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00013930       | Payment       | 9/9/2021      | EFT05576        | \$ 67,036.81    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00014134       | Payment       | 9/16/2021     | EFT05751        | \$ 358,378.36   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00014567       | Payment       | 10/14/2021    | EFT06093        | \$ 115,728.62   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00014726       | Payment       | 10/21/2021    | EFT06232        | \$ 14,760.74    | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00015095       | Payment       | 11/24/2021    | EFT06413        | \$ 189,939.44   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00015701       | Payment       | 12/8/2021     | EFT06663        | \$ 224,598.33   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00016041       | Payment       | 12/23/2021    | EFT06914        | \$ 217,714.95   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00016793       | Payment       | 1/25/2022     | EFT07158        | \$ 124,464.93   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00018016       | Payment       | 2/23/2022     | EFT07501        | \$ 400,047.73   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00018425       | Payment       | 3/4/2022      | EFT07753        | \$ 178,974.95   | \$ -               |
| VEOLIA    | Veolia Water Technologies Canada Inc. | 00018540       | Payment       | 3/10/2022     | EFT07828        | \$ 195,235.46   | \$ -               |



|        |                                       |          |         |                     |    |            |    |           |
|--------|---------------------------------------|----------|---------|---------------------|----|------------|----|-----------|
| VEOLIA | Veolia Water Technologies Canada Inc. | 00019502 | Payment | 5/5/2022 EFT08297   | \$ | 30,000.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00019804 | Payment | 5/19/2022 EFT08439  | \$ | 15,000.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00020050 | Payment | 5/26/2022 EFT08489  | \$ | 20,000.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00020340 | Payment | 6/7/2022 EFT08710   | \$ | 193,053.91 | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00020786 | Payment | 7/7/2022 EFT08968   | \$ | 193,053.91 | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00021687 | Payment | 8/11/2022 EFT09267  | \$ | 193,053.91 | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00021774 | Payment | 8/18/2022 EFT09343  | \$ | 150,000.00 | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00021809 | Payment | 8/25/2022 EFT09375  | \$ | 75,000.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022114 | Payment | 9/1/2022 EFT09464   | \$ | 150,000.00 | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022150 | Payment | 9/8/2022 EFT09497   | \$ | 75,179.54  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022276 | Payment | 9/20/2022 EFT09611  | \$ | 150,000.00 | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022319 | Payment | 9/29/2022 EFT09647  | \$ | 100,127.17 | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022443 | Payment | 10/6/2022 EFT09760  | \$ | 50,000.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022750 | Payment | 10/14/2022 EFT09786 | \$ | 50,000.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022831 | Payment | 10/25/2022 EFT09852 | \$ | 47,100.37  | \$ | 47,100.37 |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00022908 | Payment | 11/10/2022 EFT09896 | \$ | 23,539.30  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023064 | Payment | 11/22/2022 EFT10044 | \$ | 2,974.16   | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023104 | Payment | 11/30/2022 EFT10066 | \$ | 15,142.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023100 | Payment | 12/1/2022 EFT10079  | \$ | 65,427.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023131 | Payment | 12/1/2022 EFT10094  | \$ | 6,868.71   | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023210 | Payment | 12/16/2022 EFT10179 | \$ | 27,158.42  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023212 | Payment | 12/16/2022 EFT10177 | \$ | 65,427.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023227 | Payment | 12/19/2022 EFT10182 | \$ | 7,587.54   | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023479 | Payment | 1/5/2023 EFT10206   | \$ | 7,797.00   | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023550 | Payment | 1/12/2023 EFT10235  | \$ | 5,941.62   | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023605 | Payment | 1/12/2023 EFT10238  | \$ | 1,159.95   | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023603 | Payment | 1/17/2023 EFT10254  | \$ | 5,244.33   | \$ | 5,244.33  |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023608 | Payment | 1/19/2023 EFT10257  | \$ | 904.00     | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023614 | Payment | 1/19/2023 EFT10268  | \$ | 65,427.00  | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023754 | Payment | 2/2/2023 EFT10306   | \$ | 45,551.27  | \$ | 45,551.27 |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023755 | Payment | 2/2/2023 EFT10307   | \$ | 30,106.50  | \$ | 30,106.50 |

|        |                                       |          |         |                    |    |                     |    |           |
|--------|---------------------------------------|----------|---------|--------------------|----|---------------------|----|-----------|
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023770 | Payment | 2/2/2023 EFT10309  | \$ | 5,244.33            | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023815 | Payment | 2/9/2023 EFT10339  | \$ | 65,427.00           | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023856 | Payment | 2/23/2023 EFT10379 | \$ | 4,768.28            | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023951 | Payment | 3/9/2023 EFT10443  | \$ | 21,515.20           | \$ | 21,515.20 |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023946 | Payment | 3/9/2023 EFT10434  | \$ | 65,427.00           | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023987 | Payment | 3/23/2023 EFT10476 | \$ | 4,796.27            | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00023994 | Payment | 3/23/2023 EFT10470 | \$ | 14,664.63           | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00024021 | Payment | 3/30/2023 EFT10495 | \$ | 80,569.00           | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00024077 | Payment | 4/20/2023 EFT10545 | \$ | 65,427.00           | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00024151 | Payment | 5/18/2023 EFT10606 | \$ | 1,567.88            | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00024157 | Payment | 5/18/2023 EFT10599 | \$ | 65,427.00           | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00024175 | Payment | 5/25/2023 EFT10622 | \$ | 19,492.50           | \$ | -         |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00024206 | Payment | 6/1/2023 EFT10633  | \$ | 9,356.40            | \$ | 9,356.40  |
| VEOLIA | Veolia Water Technologies Canada Inc. | 00024204 | Payment | 6/1/2023 EFT10644  | \$ | 65,427.00           | \$ | -         |
|        |                                       |          |         | Total Payments     | \$ | 9,519,150.42        |    |           |
|        |                                       |          |         | Less Voided Prmt   | \$ | 158,874.07          |    |           |
|        |                                       |          |         |                    | \$ | <b>9,360,276.35</b> |    |           |

No. S-228723  
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 THE *BUSINESS CORPORATIONS*  
*ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF THE PLAN OF COMPROMISE AND  
ARRANGEMENT OF PURE GOLD MINING INC.

PETITIONER

---

**AFFIDAVIT**

---

DLA Piper (Canada) LLP  
Barristers & Solicitors  
2800 Park Place  
666 Burrard Street  
Vancouver, BC V6C 2Z7

Tel. No. 604.687.9444  
Fax No. 604.687.1612

File No.: 101992-00007

AGM/day