

it taken any action or omitted to take any action, that would or could constitute a waiver of its rights to enforce its rights, remedies and recourses in respect of the Obligations or the Security, or that would estop it from so doing;

- (d) none of the Existing Defaults have been waived, forgiven, withdraw, altered or in any other manner agreed to by the Lender;
- (e) there will be no further Events of Default;
- (f) this Forbearance Agreement is deemed a "Credit Document" and any breach or failure of the strict performance of the terms of this Forbearance Agreement will be an Event of Default;

**17. Effect of Event of Default.**

- (a) Upon the occurrence of an Event of Default other than the Existing Defaults, the Lender may immediately terminate its forbearance hereunder and enforce, without further notice or delay, all of its rights and remedies against the Obligors. Each of the Obligors agrees it will not oppose the Lender's enforcement of its rights, remedies and recourses including, without limitation, the application by the Lender to the Ontario Superior Court of Justice (or similar court in other jurisdictions) for the appointment of a receiver or receiver-manager (a "**Receiver**") over all or any part of the property that is collateral under the Security (the "**Collateral**"), and if the Lender or Receiver so elect, to take possession of the Collateral. The Lender may rely upon this acknowledgement and consent to the appointment of a Receiver and same can be pleaded in any application to appoint a Receiver.
- (b) Each of the Obligors acknowledges and confirms that the Lender shall be unaffected by any attempt by them, or any of them, to seek protection from creditors, it being acknowledged that any such attempt shall be an Event of Default. The Lender shall be allowed to rely upon the provisions hereof as evidence that any stay imposed on the Lender shall be lifted and the Lender can plead the provisions hereof as evidence of such consent.

**18. No Claims Against the Lender.**

- (a) None of the Obligors disputes its liability with respect to the Obligations (whether directly as a borrower or indirectly as a guarantor, as applicable), on any basis whatsoever, and none of the Obligors has any claims for set-off, counterclaim or damages on any basis whatsoever against either the Lender or Renvest Mercantile Bancorp Inc. as of the date of this Forbearance Agreement.

- (b) Each of the Obligors, jointly and severally, releases and discharges each of the Lender and Renvest Mercantile Bancorp Inc., their respective directors, officers, employees and agents, (collectively, the “Releasees”) from and against all claims, causes of action, set-offs, counterclaims, damages, direct or indirect, in law or in equity, contingent or otherwise, that they have, or may have against the Releasees or any of them arising to the date hereof, out of any act or omission to act of the Lender or for any other reason whatsoever related to, arising out of or in any way in respect of the Credit Agreement;
- (c) Each of the Obligors acknowledges the Releasees are entitled to rely upon such release and to claim same is an estoppel to any action initiated by, or on behalf of any of the releasing parties or any of them, directly or indirectly.

**19. Representations and Warranties of the Borrower**

Each of the Obligors jointly and severally makes the following representations and warranties to the Lender, which representations and warranties shall survive the execution and delivery of this Forbearance Agreement and acknowledges and confirms that the Lender is relying on such representations and warranties:

- (a) except as disclosed in Exhibit 3, each of the representations and warranties of the Obligors set forth in Section 8.1 of the Credit Agreement has been and continues to be true and correct in all respects up to and including the date hereof, with the same effect as if those representations and warranties had been made on and as of the date hereof, other than those by which their terms are made only as of a specific date or period of time and relate only to such date or period of time;
- (b) each Obligor has the corporate power and authority to enter into and perform its obligations, and exercise its rights under, the Credit Agreement and this Forbearance Agreement;
- (c) the entering into and performance by the Obligors of this Forbearance Agreement has been (i) duly authorized by all necessary corporate actions, (ii) does not and will not violate or conflict with any of their respective Organizational Documents, any Law as may be applicable to them, or any resolutions passed by their respective boards of directors (or any committees thereof) or any of their shareholders as are applicable, (iii) does not, and will not, result in a breach of, or constitute any default under, any of their contracts, licenses, or permits, and (iv) does not result in any Encumbrances;
- (d) this Forbearance Agreement is, and each of the other Credit Documents to which any one or more of them are a party continues to be a valid and legally binding obligation, enforceable against each Obligor party thereto

in accordance with their respective terms, subject only to any limitation under applicable laws relating to: (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies; and

- (e) the only Events of Default or Pending Events of Default that have occurred remain outstanding prior to this Forbearance Agreement becoming effective are listed on Exhibit 4 "Existing Defaults".

## 20. **Conditions Precedent**

The Lender's agreement to forbear hereunder shall be subject to each of the following conditions being satisfied on the dates set out below:

- (a) the Borrower has delivered all documents (other than the shares contemplated by Section 6), including the agreements contemplated by Section 14 and the termination agreement contemplated by Section 15, on or before January 9<sup>th</sup>, 2013 (the "**Condition Date**");
- (b) the Borrower has delivered the shares contemplated by Section 6; and
- (c) the Lender is satisfied that the Borrower has made all required disclosure in respect hereof under applicable securities laws.

## 21. **Flotation Equipment**

The Obligors will use their best efforts to sell the flotation equipment described in Exhibit 6 (the "**Flotation Equipment**") as soon as reasonably practicable.

In connection with the foregoing, on or before January 31, 2013, the Obligors will engage a broker (the "**Broker**") to use commercially reasonable efforts to sell the Flotation Equipment as soon as reasonably practicable. The Obligors will use their best efforts to facilitate and assist with the sale of the Flotation Equipment as soon as reasonably practicable. The Broker will be directed by the Obligors to provide the Lender with all information reasonably requested from time to time by the Lender with respect to the sale of the Flotation Equipment. The Obligors will comply with any request by the Lender to terminate their engagement with the Broker and to engage a new broker as the Lender may from time to time direct.

All offers to purchase the Flotation Equipment will be delivered forthwith following receipt to the Lender for its consideration. If any such offer is approved by the Lender, the Obligors will accept such offer and use commercially reasonable efforts to sell the Flotation Equipment pursuant to the terms of such offer.

From and after the date hereof, the Obligors will maintain insurance covering the Flotation Equipment in compliance with the requirements of the Credit Agreement.

**22. Supplemental**

This Forbearance Agreement is supplemental to and amends the Credit Agreement and the Credit Agreement shall henceforth be read in conjunction with, as amended by, this Forbearance Agreement, and the Credit Agreement and this Forbearance Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement and this Forbearance Agreement were contained in one instrument. In the event of any inconsistency between the Credit Agreement and this Forbearance Agreement, the provisions of this Forbearance Agreement will govern.

**23. Credit Agreement Remains in Effect**

Each of the parties acknowledges that, except as specifically amended or supplemented by the provisions of this Forbearance Agreement, the Credit Agreement and each of the other Credit Documents to which each is a party remain in full force and effect un-amended and enforceable against the Obligors in accordance with their respective terms.

**24. Confirmation Regarding Security**

The Obligors each hereby jointly and severally confirm, notwithstanding all other terms and conditions of this Forbearance Agreement, that the Security, including all guarantees, executed and delivered by them continues at all times to be legal, valid, binding and enforceable in accordance with the terms and conditions thereof, and continues to stand as good, valid and enforceable security pledged in support of all of the Obligations now or hereafter outstanding, whatsoever and howsoever incurred, to the Lender including those under the Credit Agreement and the Credit Documents.

**25. Further Assurances**

The parties hereto covenant and agree at all times and from time to time hereafter to make, do, execute, deliver or cause to be made, done, executed and delivered, all such further and other acts, deeds, assurances, opinions and things as may be required for more effectually implementing and carrying out the provisions of the Credit Agreement and this Forbearance Agreement.

**26. Governing Law**

The parties agree that this Forbearance Agreement shall 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 under the laws of any jurisdiction where property or assets of the Obligors may be found.


**27. Counterparts**

This Forbearance Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Forbearance Agreement to produce or account for more than one such counterpart executed by each party.

**[rest of page intentionally left blank; signatures on the next page]**

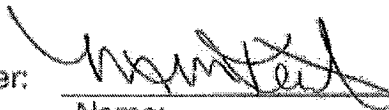
**IN WITNESS WHEREOF** the parties hereto have executed this Forbearance Agreement as of the date first written above.

**TAMERLANE VENTURES INC.**

Per:   
 Name:  
 Title:


I/We have authority to bind the Corporation

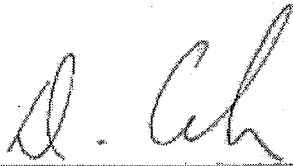
**TAMERLANE VENTURES USA, INC.**

Per:   
 Name:  
 Title:

I/We have authority to bind the Corporation

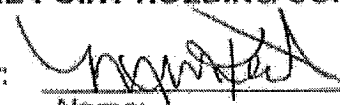
**GLOBAL RESOURCE FUND by its  
 Manager RENVEST MERCANTILE  
 BANCORP-ING.**

Per:   
 Name: David Lewis  
 Title: Director

Per:   
 Name: Daniel Cohen  
 Title: Vice President and General  
 Counsel

I/We have authority to bind the Corporation

**PINE POINT HOLDING CORP.**

Per:   
 Name:  
 Title:

I/We have authority to bind the Corporation

## Exhibit 1 – Non-Disclosure Agreement

To: Company Name  
Company address

Attention: Mr./Ms. XXX XXX

**Re: Possible Transaction between you and Global Resource Fund (“GRF”) regarding Tamerlane Ventures Inc. (“Tamerlane”)**

In connection with your analysis of a possible Transaction between GRF and you regarding Tamerlane, you have requested certain Evaluation Material in respect of Tamerlane.

In consideration of furnishing you with or providing you access to certain Evaluation Materials, GRF requires your agreement to the provisions of this Agreement. It is understood and acknowledged that, where the terms "you and your" are used in this Agreement, the same shall be construed as including your Subsidiaries, and your or your Subsidiaries' directors, officers, employees, agents, consultants, auditors, advisors and counsel.

Wheresoever used in this Agreement, the following terms shall bear the respective definitions hereinafter given, namely:

"**Affiliate**" and "**Subsidiary**" have the meanings ascribed thereto in the *Business Corporations Act* (Ontario);

"**this Agreement**" means the agreement consisting of this letter and your acceptance hereof;

"**Data Room**" means the room or rooms containing Evaluation Material which may be provided by Tamerlane or GRF from time to time;

"**Effective Date**" means the day, month and year first above written;

"**Evaluation**" means an evaluation of the properties, assets and operations of Tamerlane made or to be made in contemplation of a Transaction;

"**Evaluation Material**" means all information (including information in the form not only of written information but also information which may be transmitted orally, electronically, visually or by any other means) provided to you by Tamerlane, GRF or any of their Representatives relating to Tamerlane, its direct and indirect subsidiaries and their business, affairs, financial position, assets, operations and activities including, without limitation, information provided for inspection in any Data Room and all reports, evaluations, notes, analysis, documents, geological, engineering, geophysical and/or land maps or data, trade secrets or any other documents or information pertaining in any way whatsoever to Tamerlane and its direct and indirect subsidiaries together with all analysis, evaluations, compilations, notes, studies or other documents prepared by you or your Representatives containing or based upon, in whole or in part, such information or reflecting the review of, or interest in Tamerlane or the Transaction and includes all information, if any, previously made available to you or your Representatives; provided that Evaluation Materials will not include any information which: (i) at the time of its disclosure to you is, or thereafter becomes, generally available to, and known by the public (other than as a result of a disclosure directly or indirectly by you or your Representatives); (ii) was available to you on a non-confidential basis from a source other than Tamerlane or GRF provided that such source is not and was not, to the knowledge of you, bound by a confidentiality agreement with Tamerlane or GRF to hold or retain such

information confidential; or (iii) has been independently acquired or developed by you without violating any of your obligations under this or any other agreement you may have with any Person;

**"Person"** means any natural or legal person, including a corporation, trust or partnership;

**"Representative"** means, in the case of your Representatives, any of your employees, affiliates, investors, related funds, potential financing sources, agents, officers, directors or any advisors, auditors, counsel or consultants who are involved in the preparation of an Evaluation for you and, in the case of GRF's Representatives or Tamerlane's Representatives, any employees, officers, directors or any advisors, auditors, counsel or consultants to GRF or Tamerlane, respectively;

**"Term"** means a period of 24 months commencing on the Effective Date; and

**"Transaction"** means a transaction or series of transactions between GRF and you regarding Tamerlane.

Where any word or term is used herein in the singular or neuter, the same shall include the plural or masculine or feminine as the context may require.

1. Without the prior written consent of GRF, you will not, and will direct your Representatives not to, disclose to any Person other than your Representatives: (i) the fact that any investigations, discussions or negotiations are taking place concerning a possible Transaction; (ii) that you have requested or received Evaluation Material; (iii) any opinion or comment in respect of the Evaluation Material; or (iv) any of the terms, conditions or any facts with respect to such possible Transaction, including the status thereof.
2. You agree and you shall cause your Representatives to agree: (i) to use the Evaluation Material only for the purposes of conducting an Evaluation in furtherance of implementing a Transaction; (ii) not to use, exploit or employ the Evaluation Material for any other purpose or in any other manner; (iii) to keep the Evaluation Material fully secret and confidential for the Term; and (iv) to not copy or reproduce any written materials comprising a part of the Evaluation Material, without the prior written consent of GRF.
3. You will safeguard and strictly control the dissemination of the Evaluation Material and not release or disclose any Evaluation Material to any Person, other than your Representatives and in each case only those Representatives who need to receive such information in connection with your Evaluation and who have first been informed of the terms of this Agreement. You agree to be responsible for any breach of this Agreement by any of your Representatives
4. Upon GRF's or Tamerlane's request therefor you will and will cause your Representatives to: (i) destroy all Evaluation Material furnished to you or your Representatives, without retaining copies or other reproductions, reports, extracts, notes or other memoranda thereof (whether electronic, magnetic or otherwise); (ii) destroy or have destroyed all reproductions, memoranda, notes, reports, extracts, compilations, analyses and documents and all documents prepared by or in the possession of you or your Representatives related to the information contained in the Evaluation Material but which does not itself constitute Evaluation Material; and (iii) provide to GRF and Tamerlane a certificate that the terms and conditions of this paragraph have been complied with, provided that, Evaluation Material may be retained in accordance with internal record keeping policies which shall be retained pursuant to this Agreement. It is understood that neither this Agreement nor the disclosure of any Evaluation Material to you should be construed as granting to you or any of your Representatives any licence or rights in respect of any part of the Evaluation Material.
5. Without limitation and in addition to any other rights GRF or Tamerlane may have against you or arising by reason of any breach hereof, you shall:



- (a) be liable to GRF and Tamerlane for any and all direct losses, costs, damages and expenses whatsoever (including legal, accounting and other professional costs, expenses, fees and disbursements, with legal fees on a solicitor-client basis) which GRF or Tamerlane may suffer, sustain, pay or incur after obtaining a non-appealable court order by a court of competent jurisdiction; and
- (b) indemnify and hold harmless GRF and Tamerlane against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GRF or Tamerlane or which they may sustain, pay or incur after obtaining a non-appealable court order by a court of competent jurisdiction,

resulting or arising, directly, from disclosure by you or your Representatives of any part of the Evaluation Material contrary to the provisions hereof or any other breach of this Agreement by you or your Representatives. You acknowledge and agree that GRF is constituted as trustee of your covenants under this paragraph 5 for the benefit of GRF's Representatives and Tamerlane's Representatives and that GRF, Tamerlane or their Representatives shall be entitled to enforce such covenants on behalf of such persons.

- 6. Should you or your Representatives be required by law, regulation or policy or be requested by legal process or regulatory authority to disclose any Evaluation Material or any matter referred to in paragraph 1 hereof, you will provide GRF with notice of such requirement or request so that GRF or Tamerlane may seek an appropriate protection order at their sole expense, or GRF may waive compliance with any of the provisions of this Agreement, or both. If, in the absence of either a protective order or a waiver by GRF, you or your Representatives, in the reasonable opinion of your or its legal counsel, are required by law, regulation or policy to disclose any Evaluation Material or such other matter, you or your Representatives may, without liability hereunder, disclose that portion, and only that portion, of the Evaluation Material or such other matter that you or your Representatives are required so to disclose and you will exercise your commercially reasonable efforts in such event to obtain reliable assurance that the Evaluation Material or such other matter will be accorded confidential treatment.
- 7. You will not, and you will cause your Representatives that have been made aware of the Evaluation Material not to, solicit for hire or employment, directly or indirectly, any officer or employee of Tamerlane or its direct and indirect subsidiaries that you become aware of or is in contact with you in connection with your evaluation of a Transaction. For the purposes of this clause, "**solicitation**" shall not include solicitation of any officer or employee of Tamerlane or its direct and indirect subsidiaries who is solicited: (i) by advertising in a newspaper or periodical of general circulation; or (ii) indirectly through a personnel search agency engaged by you generally (not specifically in respect of Tamerlane) provided that you shall not pursue hiring of any officer or employee of Tamerlane or its direct or indirect subsidiaries; provided that this paragraph 7 shall cease to bind you on the first to occur of: (i) expiry of the Term; or (ii) the expiry of six months following the consummation by GRF of a Transaction.
- 8. You understand and acknowledge that neither GRF, Tamerlane nor their Representatives are making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material and neither GRF, Tamerlane nor their Representatives or any of their respective officers, directors, employees or agents will have any liability whatsoever to you or to any other person resulting from your use of the Evaluation Material and that you are and will be relying upon your own investigations, due diligence and analysis in evaluating and satisfying yourself as to all matters relating to Tamerlane, its direct and indirect subsidiaries and their business, affairs and assets. Only such representations or warranties that are contained in a definitive agreement with respect to a Transaction, when as and if executed and subject to such conditions or limitations or restrictions as may therein be specified, shall have any legal effect.

9. You acknowledge that you are aware of the general nature of applicable securities laws, including, without limitation, all applicable securities laws that may prohibit any Person who has material, non-public information concerning the matters which are the subject of this Agreement, from trading in securities of a company which may be a party to a transaction of, or may propose to become a party to, the type contemplated herein or from communicating such information to other Persons.
10. No contract or agreement between you and GRF providing for a Transaction shall be deemed to exist unless and until a definitive agreement with respect thereto has been executed and delivered. Unless and until such an agreement has been executed and delivered, neither you nor GRF shall have any legal obligation of any kind whatsoever with respect to any such Transaction by virtue of this Agreement or any other written or oral expression with respect to such a Transaction except, in the case of this Agreement, for the matters specifically agreed to herein. GRF is free to conduct any process with respect to any Transaction as it, in its sole discretion, shall determine (including, without limitation, negotiating with any Person and entering into any agreement without prior notice to you or any other Person), and you acknowledge and agree that: (i) any procedures relating to any Transaction may be changed at any time and without notice to you or any other Person; and (ii) you shall not have any claim whatsoever against GRF or any of its Representatives arising out of or relating to a Transaction (other than those as against the parties to a definitive agreement with you in accordance with the terms hereof). You agree that GRF reserves the right, in its sole discretion, to reject any and all proposals made by you with respect to a Transaction and to terminate discussions and negotiations, with you at any time. You acknowledge and agree that the entering into of this Agreement by GRF or any approval granted pursuant to paragraph 9 hereof does not constitute the agreement of GRF to agree to or recommend to its shareholders any Transaction, nor does it restrict the rights of GRF to solicit or provide information to any other parties in respect of a Transaction.
11. No provision of this Agreement may be waived or amended except by written consent of the party so waiving, which consent shall specifically refer to the provision being so amended or waived.
12. You acknowledge and agree that GRF and/or Tamerlane may be irreparably damaged if any provision of this Agreement is not performed by you or your Representatives in accordance with its terms and that monetary damages may not be sufficient to remedy any breach by you or your Representatives of any term or provision of this Agreement and you further agree that GRF and Tamerlane shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available at law or in equity.
13. You hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of Ontario for any actions, suits or proceedings arising out of the interpretation or enforcement of this Agreement (and you agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or documentation by personal delivery to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of Ontario and hereby further irrevocably and unconditionally waive and agreed not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein, except those pertaining to conflict of laws.
14. No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

- 15. This Agreement is for the benefit of GRF, Tamerlane and their successors and assigns and may be enforced by GRF, Tamerlane and their successors and assigns. This Agreement shall not be assignable by you without the prior written consent of GRF and Tamerlane.

If you are in agreement with the foregoing, please sign and return one copy of this letter to us.

Yours truly,  
**GLOBAL RESOURCES FUND** by its manager  
**Renvest Mercantile Bancorp Inc.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED TO  
this X day of month 2013

Company name

Per: \_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature

## Exhibit 2 – Deferral and Subordination Agreement

### DEFERRAL & SUBORDINATION AGREEMENT

**THIS AGREEMENT** is dated as of the \_\_\_ day of January, 2013 between the undersigned party (the "**Undersigned**") and Global Resource Fund (the "**GRF**").

**WHEREAS** Tamerlane Ventures Inc. (the "**Debtor**") has entered into a Credit Agreement with GRF dated December 16, 2012 (as amended, restated and otherwise modified, the "**Credit Agreement**");

**WHEREAS** an Event of Default (as such term is defined in the Credit Agreement) occurred and, as a condition to GRF agreeing to forbear from enforcing its rights under the Credit Agreement, the Undersigned is required to defer and subordinate any and all obligations owed to it by any of the Debtor, Pine Point Holding Corp., or Tamerlane Ventures USA, Inc. (collectively, the "**Obligors**") in favour of GRF, except for (i) the reimbursement of expenses incurred by the Undersigned for the benefit of an Obligor in the ordinary course of such Obligor's business and not prohibited by the Credit Agreement or the Forbearance Agreement dated December 31, 2012 between the Obligors and GRF (the "**Forbearance Agreement**"), or (ii) the payment of salary explicitly contemplated by the Budget (as defined in the Forbearance Agreement) (all such amounts in both (i) and (ii) are referred to herein as the "**Permitted Payments**");

The parties hereto agree as follows:

**Postponement of Payment of Obligations.** Except in respect of Permitted Payments, the Undersigned hereby postpones payment by each of the Obligors to the Undersigned of all present and future indebtedness, salary, bonuses, liabilities and other obligations, now or hereafter owing by any Obligor to the Undersigned, whether direct or indirect, absolute or contingent, matured (by way of acceleration or otherwise) or unmatured (collectively, the "**Subordinate Obligations**") to and in favour of the payment of all present and future indebtedness, liabilities and other obligations now or hereafter owing by the each of the Obligors to GRF, whether direct or indirect, absolute or contingent, matured (by way of acceleration or otherwise) or unmatured (collectively, the "**Senior Obligations**"). Except for Permitted Payments, the Undersigned shall not obtain or receive payment of any amount of the Subordinate Obligations from any person or source until the Senior Obligations has been fully paid and until GRF has no obligation to extend credit to the Debtor.

**Subordination of Security.** The Undersigned hereby subordinates all existing and future liens, encumbrances and other security heretofore, now or hereafter delivered by the Debtor to the Undersigned or otherwise obtained by the Undersigned by agreement, statute, operation of law or otherwise (collectively, the "**Subordinate Security**") to and in favour of all existing and future security heretofore, now or hereafter delivered by the Debtor to GRF (collectively, the "**Senior Security**"). Notwithstanding any priority to which the Undersigned may be or may hereafter become entitled for any reason whatsoever (including, without limitation, priority by date and the time or order of creating, granting or executing any document, the actual or alleged invalidity or unenforceability of any of the Senior Security, the perfection of, or the giving of notice or any

demand for payment under the date of advance, registration, publication, filing or crystallization of or in respect of any charge or encumbrance contained in the Subordinate Security and the security interests created thereby or by any provisions of any relevant law or statute), the Senior Security and all rights provided thereunder or by law or otherwise shall have full and absolute priority over and with respect to the Subordinate Security, and the Subordinate Security shall in all respects rank subordinate and junior to the Senior Security and all rights provided thereunder or by law or otherwise until the parties hereto agree otherwise in writing or all of the Senior Obligations are repaid in full. All liens, charges, security interests and other encumbrances contained in the Senior Security shall, in all events and under all circumstances, rank in priority to all liens, charges, security interests and other encumbrances contained in the Subordinate Security.

**No Enforcement of Subordinate Obligations and Subordinate Security.** The Undersigned shall not, without the prior written consent of GRF, claim, demand, sue for, commence any action, commence any proceeding or take any step (including exercising any right of set-off, initiating any bankruptcy or insolvency proceeding or any step or proceeding to challenge the validity or enforceability of any of the Senior Obligations or the Senior Security, or otherwise) to enforce any right of the Undersigned pursuant to or in respect of the Subordinate Obligations (including the collection thereof) or any of the Subordinate Security (including the realization thereof), until the date on which the Senior Obligations have been paid in full in cash and GRF has no obligation to extend credit to the Obligor.

**Payments Received by the Undersigned.** If, notwithstanding the provisions of this Agreement, prior to the payment in full of the Senior Obligations, the Undersigned or any person on its behalf receives any payment from or distribution of assets of any Obligor on account of the Subordinate Obligations, which under the provisions of this Agreement the Undersigned is not specifically authorized to receive, then the Undersigned shall, and will ensure that any such other person shall, receive and hold such payment or distribution in trust for the benefit of GRF and shall promptly pay the same over to GRF in precisely the form received (except for the endorsement or assignment by the Undersigned or such other person where necessary) to the extent necessary to pay the Senior Obligations in full after giving effect to any substantially concurrent payment or distribution to or for the benefit of GRF in respect of the Senior Obligations.

**Notice of Default.** The Undersigned shall give to GRF notice forthwith of any default by any Obligor of any of an Obligor's indebtedness, liability or obligations to the Undersigned, which notice shall specify all then existing defaults in respect of such indebtedness, liability or obligations which are known to the Undersigned.

**No Waiver of Subordination Provisions.** No right of GRF to enforce the postponements and subordinations as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Obligor or by any act or failure to act by GRF or any agent of or trustee for GRF, or by any non-compliance by any Obligor with any of the agreements or instruments relating to the Subordinate Obligations, regardless of any knowledge thereof which GRF may have or be otherwise charged with.

**Successors and Assigns.** The provisions of this Agreement shall be binding on and shall enure to the benefit of GRF and the Undersigned and their respective administrators, executors, heirs, trustees, successors and assigns. The Undersigned shall not assign, sell or transfer the Subordinate Obligations or Subordinate Security, or any part thereof, to any person, unless GRF has provided its prior consent.

**Notices.** All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or email to the addresses or telecopier numbers specified below:

(i) if to GRF

Global Resource Fund c/o Renvest Mercantile Bancorp Inc.  
80 Richmond Street West, Suite 1700  
Toronto, Ontario M5H 2A4

Attention: David Lewis  
Fax No.: 416-866-8793

(ii) if to the Undersigned, at the address set out on the signature page hereof.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier or e-mail shall be deemed to have been given when sent (except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient). Any party may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

**Entire Agreement: Severability.** This Agreement contains the entire postponement and subordination agreement between the parties hereto with respect to the indebtedness, liabilities and assets of the Debtor. If any of the provisions of this Agreement shall be held invalid or unenforceable by any court having jurisdiction, this Agreement shall be construed as if not containing those provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

**Cumulative Rights.** The rights, powers and remedies under this Agreement shall be in addition to all rights, powers and remedies given by virtue of any statute or rule of law, or any agreement or instrument, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently.

**Information.** From time to time upon request therefor, the Undersigned shall provide to GRF such information with respect to the Undersigned Obligations and the Undersigned Security as may be reasonably requested by GRF.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ontario.

**Execution in Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**GLOBAL RESOURCE FUND by its MANAGER  
RENVEST MERCANTILE BANCORP INC.**

By: \_\_\_\_\_  
Name: David Lewis  
Title: Director

By: \_\_\_\_\_  
Name: Daniel Cohen  
Title: Vice-President and General Counsel

**UNDERSIGNED:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Exhibit 3 – Disclosure Schedule Updates

### Exhibit 3

#### GLOBAL RESOURCE FUND LOAN TO TAMERLANE VENTURES INC.

#### FORBEARANCE AGREEMENT EFFECTIVE AS OF DECEMBER 31, 2012

#### Disclosures and Revisions and Updates of Schedules

Below are current disclosures and updates to those sections and the schedules which were attached to the Credit Agreement dated December 10, 2010, as updated subsequently in the Second Amending Agreement on July 29, 2011 and the Drawdown package on November 23, 2011. The July 29, 2011 and November 23, 2011 updates are attached hereto and incorporated herein.

#### Schedules 1.1.63 (c) and 1.1.76

In January 2012 the Company entered into an agreement to option the Indian Mountain Lake property from Panarc Ltd. and has made expenditures on the property for exploration purposes.

#### Schedules 1.1.63(c) and 1.1.78

Margaret Kent's salary has been increased to US\$160,000 and Mike Willett's salary has been increased to US\$200,000, both changes effective July 1, 2011.

#### Schedule 8.1.11

Please refer to the Company's condensed consolidated interim financial statements for the 3 and 9 months ended September 30, 2012 for an update on related party transactions.

Further, effective December 2012 the Company entered into a loan agreement whereby Ross Burns and Margaret Kent agreed to loan up to US\$100,000 to the Company.

#### Schedule 8.1.12

Please refer to the Company's condensed consolidated interim financial statements for the 3 and 9 months ended September 30, 2012 for an update on the Los Pinos issue.

#### Schedule 8.1.13

Directors and Officers insurance policy with Chartis Insurance Company of Canada was extended from July 11, 2012 to December 11, 2012 and then renewed from December 11, 2012 to December 11, 2013.

The property insurance covering the flotation cells and motors held in storage at Ferndale Washington and Hay River NWT respectively was cancelled in December 2012.

#### Schedule 8.1.16

In September 2012 and October 2012 the Company defaulted on payments to Global Resource Fund under the Credit Agreement.



Schedule 8.1.17

The Company has accepted and intends to close in January 2013 private placements of \$1,000,000 to Stall Lake Mines Ltd. and of \$2,000,000 to R. Christopher Charwood.

Schedule 8.1.21

In January 2012 the Company entered into an agreement to option the Indian Mountain Lake property from Panarc Ltd.

July 29, 2011 Second Amending Agreement

Schedule "A"

Below are updates to those sections and schedules which were attached to the Credit Agreement:

Schedule 8.1.11: Please refer to the Borrower's condensed consolidated interim financial statements for the three months ended March 31, 2011 note 11 for an update on any related party transactions.

Schedule 8.1.12: Please refer to the Borrower's condensed consolidated interim financial statements for the three months ended March 31, 2011 note 6(b) for an update on the Los Pinos Issue.

Schedule 8.1.17: The Borrower incorporated a new subsidiary, Pine Point Holding Corp. which was incorporated on March 4, 2011 under the CBCA. The ultimate purpose of this company is to own the Pine Point property, though the leases have not been transferred. Certain immaterial contracts have been entered into by this company.

Schedule 8.1.18: Pine Point Holding Corp. – federal company

Schedule 8.1.21: On June 7, 2011, Pine Point Holding Corp. ("Pine Point") submitted a proposal to Alvarez & Marshall Inc., the Court Appointed Receiver (the "Receiver") of Redcorp Ventures Ltd. and Redfern Resources Ltd. (collectively "Redfern") to purchase certain equipment in the possession of the Receiver (the "Equipment") for a total offer value of \$825,000. The Receiver accepted an amended proposal from Pine Point dated June 17, 2011 (the "Amended Proposal"). On July 8, 2011, the Supreme Court of British Columbia granted a Vesting and Approval Order approving the purchase of the Equipment under the terms of the Amended Proposal (the "Approval Order"). The Approval Order was recognized by the U.S. Bankruptcy Court on July 15, 2011 (the "Recognition Order"). The purchase of the Equipment under the terms of the Amended Proposal will be completed upon the expiry of all applicable appeal periods under the Approval Order and the Recognition Order, which is anticipated to be on or before August 9, 2011, or such earlier date as Pine Point and the Receiver agree to complete the transaction.

Service Provider Agreement between Tamerlane Ventures Inc. and Friesen Drilling effective the June 29, 2011.

Section 8.1.25(g): The Borrower has advised that quantities of H2S have been discovered in ground water in and around the Pine Point deposits. This is naturally occurring. Upon the occurrence, in accordance with the Borrower's environmental permit, the Borrower notified the regulatory authorities. At the suggestion of the regulatory authorities, the Borrower is revising its health and safety policies. No other action has been taken by the regulatory authorities.

November 23, 2011 Drawdown Package (page 1)

GLOBAL RESOURCE FUND LOAN TO TAMERLANE VENTURES INC.  
FIRST & SECOND AMENDING AGREEMENT  
& DRAW UNDER STANDBY FACILITY  
Revision or Updates of Schedules

Below are updates to those sections and schedules which were attached to the Credit Agreement dated December 16, 2010 and updated subsequently on July 29, 2011.

**Schedule 1.1.79 (M)**

The Company no longer has any encumbrances to HSBC Bank of Canada.

**Schedule 8.1.11**

Please refer to the Company's condensed consolidated interim financial statements for the 3 and 9 months ended September 30, 2011 note 11 for an update on any related party transactions.

**Schedule 8.1.12**

Please refer to the Company's condensed consolidated interim financial statements for the 3 and 9 months ended September 30, 2011 note 6 for an update on the Los Pinos issue as well as the 2012 Business Plan Report.

*November 23, 2011 Drawdown Package (page 2)*  
**GLOBAL RESOURCE FUND LOAN TO TAMERLANE VENTURES INC.  
 FIRST & SECOND AMENDING AGREEMENT  
 & DRAW UNDER STANDBY FACILITY**

Schedule 7.1

The wiring instructions are as follows.

**USD INSTRUCTIONS TO PAY NATIONAL BANK OF CANADA FROM US FUNDS  
 ORIGINATING OUTSIDE OF CANADA**

<b>PAY:</b>		<b>JPMORGAN CHASE BANK</b>
		<i>270 Park Avenue</i>
		<i>New York, N.Y. 10017</i>
		<b>ABA : 021000021</b>
		<b>BIC : CHASUS33</b>
		<b>UID : 014897</b>
<u>Code</u>		
<b>(BBK)</b>	<b>BENEFICIARY BANK:</b>	<b>0006 - 14021</b>
		<b>NATIONAL BANK OF CANADA</b>
		<i>555 Burrard Street, Vancouver, B.C.</i>
		<i>Canada. V7X 1M7</i>
<b>SWIFT CODE:</b>		<b>BNDC CAMM INT</b>
<b>(BWF)</b>	<b>BENEFICIARY:</b>	<b>/ 0085364</b>
		<u><i>Tamerlane Ventures Inc</i></u>
		<u><i>441 Peace Portal Drive</i></u>
		<i>Blaine, Washington 98230</i>

November 23, 2011 Drawdown Package (page 3)  
 GLOBAL RESOURCE FUND LOAN TO TAMERLANE VENTURES INC.  
 FIRST & SECOND AMENDING AGREEMENT  
 & DRAW UNDER STANDBY FACILITY

**Schedule 8.1.13**

Commercial Insurance Policy with Liberty Northwest Insurance was renewed from August 31, 2011 to August 31, 2012.

Directors and Officers Policy with Chartis Insurance Company of Canada was renewed from July 11, 2011 to July 11, 2012.

Commercial Package Insurance with Chubb Insurance was renewed from February 3, 2011 to February 4, 2012.

Additional equipment policy to ensure flotation cells purchased in Q3 2011 was acquired from Lloyd's of London was purchased and in effect from August 8, 2011 to August 8, 2012. The equipment is currently inside a storage facility located in Ferndale, Washington and is insured for \$3 million.

Additional insurance policies have been purchased to ensure 3 vehicles located in Hay River, Northwest Territories as well as for the office in Hay River.

**Schedule 8.1.21**

Pine Point Holding Corp has obtained a new prospectors license which is N93891

**Schedule 9.3.20**

Tamerlane Ventures Inc  
 National Bank of Canada  
 555 Burrard Street, Vancouver, BC  
 V7X 1M7

0006-14021-0613620 Canadian Account  
 0006-14021-0085364 USD Account

Pine Point Holding Corp  
 National Bank of Canada  
 555 Burrard Street, Vancouver, BC  
 V7X 1M7

0006-14021-0618923  
 0006-14021-0086964

The Company no longer has bank accounts with HSBC Canada.

**Exhibit 4 – Existing Defaults**

1. Non-payment of interest due September 25, 2012.
2. Non-payment of principal and any related interest due October 16, 2012.
3. Non-payment of any principal or interest amounts due subsequent to October 16, 2012.
4. Salary adjustments to Michael Willett and Margaret Kent in late 2011 – failure to notify the Lender.
5. Failure to maintain accounts payable current within the terms agreed with vendors/creditors as required by the Credit Agreement.
6. Failure to maintain property insurance coverage on flotation cells.
7. Non-performance of exploration expenditure obligations to maintain the option on the Indian Mountain Lake (Panarc) property.
8. Failure to submit an annual business plan for 2013 as required by the Credit Agreement.
9. Failure to submit quarterly updates on the Los Pinos property as required by the Credit Agreement.
10. Actions to create a subsidiary to which the Los Pinos property would be optioned.

**Exhibit 5 – Budget**

Tamerlane Ventures Inc

10 Month Cash Flow Projection

	Dec-12	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total 2013
Funds Available	\$ 185,000	\$ 2,000,000										\$ 2,000,000
Funds Remaining after monthly payments	\$ 124,047	\$ 1,875,983	\$ 1,514,868	\$ (218,900)	\$ (426,168)	\$ (649,485)	\$ (2,261,753)	\$ (2,561,941)	\$ (2,754,708)	\$ (2,988,426)	\$ (3,160,694)	
Outstanding invoices - Portion to be paid (estimate)		\$ 18,000	\$ 151,017	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 409,017
Administrative Costs		\$ 12,857	\$ 12,857	\$ 12,857	\$ 12,857	\$ 12,857	\$ 12,857	\$ 12,857	\$ 12,857	\$ 12,857	\$ 12,857	\$ 128,567
Claims & Leases - NWT						\$ 16,050		\$ 7,920		\$ 21,950		\$ 48,920
Salaries	\$ 33,750	\$ 45,000	\$ 30,204	\$ 30,204	\$ 30,204	\$ 30,204	\$ 30,204	\$ 30,204	\$ 30,204	\$ 30,204	\$ 30,204	\$ 316,836
Benefits		\$ 7,437	\$ 7,437	\$ 7,437	\$ 7,437	\$ 7,437	\$ 7,437	\$ 7,437	\$ 7,437	\$ 7,437	\$ 7,437	\$ 74,370
IR		\$ 4,500	\$ 11,000	\$ 15,000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 62,000
Travel		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000
D & O insurance & liability insurance	\$ 12,203	\$ 2,270	\$ 12,601	\$ 2,270	\$ 2,270	\$ 2,270	\$ 2,270	\$ 2,270	\$ 2,270	\$ 2,270	\$ 2,270	\$ 39,031
Equipment insurance		\$ 12,000										\$ 12,000
Board of Directors all board meetings by phone, ( only local directors at AGM)												\$
Legal (Canadian)		\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 55,000
Legal (Peru)	\$ 15,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 55,000
Claims - Peru							\$ 5,000					\$ 5,000
Subtotal	\$ 60,953	\$ 127,064	\$ 240,116	\$ 112,768	\$ 102,268	\$ 118,318	\$ 107,268	\$ 110,188	\$ 102,268	\$ 124,218	\$ 102,268	
Interest Expense (estimate)		\$ 121,000	\$ 121,000	\$ 121,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 1,038,000
Payment to Renvest				\$ 1,500,000			\$ 1,500,000					\$ 3,000,000
Subtotal		\$ 121,000	\$ 121,000	\$ 1,621,000	\$ 105,000	\$ 105,000	\$ 1,605,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 5,000,000
Flowthrough Funding												\$
Flowthrough Funding available		\$ 1,000,000	\$ 870,033	\$ 730,057	\$ 600,000	\$ 498,333	\$ 396,667	\$ 295,000	\$ 193,333	\$ 91,666	\$ (0)	\$
In house expenses		\$ 17,791	\$ 17,791	\$ 17,791	\$ 17,791	\$ 17,791	\$ 17,791	\$ 17,791	\$ 17,791	\$ 17,791	\$ 17,791	\$ 160,119
Technical Report: W85 (Consultants)		\$ 28,300	\$ 38,300	\$ 28,400								\$ 95,000
Geology-Panarc (Indian Mountain Claims)		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 80,000
Indian Mountain & Pine Point exploration work		\$ 73,876	\$ 73,876	\$ 73,876	\$ 73,876	\$ 73,876	\$ 73,876	\$ 73,876	\$ 73,876	\$ 73,876	\$ 73,876	\$ 664,881
Subtotal		\$ 129,967	\$ 139,967	\$ 130,067	\$ 130,067	\$ 101,667	\$ 101,667	\$ 101,667	\$ 101,667	\$ 101,667	\$ 91,667	\$
Monthly Costs		\$ 248,064	\$ 491,082	\$ 1,873,734	\$ 337,334	\$ 324,984	\$ 1,813,934	\$ 901,854	\$ 293,934	\$ 315,884	\$ 283,934	\$ 6,284,741



**Exhibit 6 – Flotation Equipment**

SCHEDULE "B" - Purchased Assets

BLAINE, WA

1. Flootation Cells located in Juneau-Alaska, listed in the attached Exhibit "I"
2. 600 Volt Motors and Hose Pump Motors located in ~~Alberta~~ HAY RIVER

(2) 2 Photos of Inventory in Kamloops consist of  
Belt Guards, boxes = 6.

Page 3.

1. Pine Point Holding Corp. (the "Purchaser") hereby submits this offer (the "Offer") for the purchase of the assets of the Companies (the "Purchased Property"); Please submit offer in the following format:

Equipment Group	Description	Offer (CAD Dollars)
1. Y43a.b.	Flotation Cells - Juneau Alaska Location (highlighted in blue. See attachment.)	\$750,000.00.

2. 067-070 & 072	600 Volt Motors and Hose Pump Motors - Alberta Location	\$73,000.00
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2. Offers submitted for one or more pieces or groups of equipment will be considered as separate offers for each piece or group of equipment unless the Offeror specifically states that the acceptance of one piece or group of equipment is conditional upon the acceptance of the other piece or group of equipment.

3. The Purchaser agrees, that in the event this offer is accepted, to be bound by the Terms and Conditions of Sale (Section III) (the "Terms and Conditions") which shall form part of this offer, as specifically amended by the terms attached hereto as schedule "A", which terms shall constitute:

Davis:5213249.3

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REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment	Length	Width	Hi	Qty	MANUFACTURE P/MODEL#	ORIGIN	SKID/ AML EQUIP#	AML PRO #	COMMENTS
BOX 1 OF 16	1329	48"	31.7"	44.1"		1	FLSMIDTH	MEX			
MOTOR SUPPORT	972					16	FLSMIDTH	MEX	400825	831160	
RIGHT BELT GUARD SUPPORT FLOT	279					18	FLSMIDTH	MEX	400825	831160	
LEFT BELT GUARD SUPPORT FLOT	279					18	FLSMIDTH	MEX	400825	831160	
BOX 2 OF 16	2362.8	48"	31.7"	44.1"		1	FLSMIDTH	MEX			
MOTOR SUPPORT (SINGLE DRIVE)	1184.4					18	FLSMIDTH	MEX	400825	831160	
RIGHT BELT GUARD SUPPORT FLOT	629.2					18	FLSMIDTH	MEX	400825	831160	
LEFT BELT GUARD SUPPORT FLOT	629.2					18	FLSMIDTH	MEX	400825	831160	
BOX 3 OF 16	546	48"	49"	49"		1	FLSMIDTH	MEX			
AIR PIPING MANIFOLD DO-100R	546					18	FLSMIDTH	MEX	400825	831160	
BOX 4 OF 16	970.2	48"	48"	49"		1	FLSMIDTH	MEX			
AIR PIPING MANIFOLD	794.2					16	FLSMIDTH	MEX	400825	831160	
AIR PIPING MANIFOLD DO-50R	176					4	FLSMIDTH	MEX	400825	831160	
BOX 5 OF 16	1086.8	57.1"	44.1"	49"		1	FLSMIDTH	MEX			
BELT GUARD COVER	1038.4					16	FLSMIDTH	MEX	400825	831160	
COVER PLATE	48.4					16	FLSMIDTH	MEX	400825	831160	
BOX 6 OF 16	1524.6	57.1"	44.1"	49"		1	FLSMIDTH	MEX			
BELT GUARD COVER DO 100	1186.2					18	FLSMIDTH	MEX	400825	831160	
COVER PLATE	52.8					18	FLSMIDTH	MEX	400825	831160	
ACCESS DOOR FLOTATION CELLS	209					6	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT DO F	33					3	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT DO F	19.8					2	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT	6.6					1	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT	15.4					2	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT	19.8					2	FLSMIDTH	MEX	400825	831160	
BOX 7 OF 16	334.4	36.2"	30.3"	44.1"		1	FLSMIDTH	MEX			
BELT 3V 1060 3VX (SET-3)						1	FLSMIDTH	MEX	400825	831160	
VALVE 3" GLOBE FLANGED						1	FLSMIDTH	MEX	400825	831160	
HOSE AIR FLEXHAUST 4-1/2D X 8						1	FLSMIDTH	MEX	400825	831160	
CLAMP HOSE SS 4-5/8" X 5-1/2" MAX						2	FLSMIDTH	MEX	400825	831160	
GASKET, F, FLG, NEOP, 7-1/2 X 3-1/2 X 1/8						2	FLSMIDTH	MEX	400825	831160	
ACTUATOR ASSY						1	FLSMIDTH	MEX	400825	831160	
BOX 8 OF 16	867.4	46.1"	29.9"	17.9"		1	FLSMIDTH	MEX			
OS ASSEMBLE UPPER SHAFT BEARING						1	FLSMIDTH	MEX	400825	831160	
HEAD, ADJUSTING, FLOTATION						2	FLSMIDTH	MEX	400825	831160	
HEAD, ADJUSTING, FLOTATION						2	FLSMIDTH	MEX	400825	831160	
OS ASSEMBLE UPPER SHAFT BEARING						1	FLSMIDTH	MEX	400825	831160	

①

REFERRN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment	Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID# / AML EQUIP#	AML PRO #	COMMENTS
STUB END 1-1/2"	4.4		2	FLSMIDTH	MEX	400825	831162	
LINKAGE ARM ACTUATOR	13.4		4	FLSMIDTH	MEX	400825	831162	
GROMMET PLATE 5" DO	8.8		1	FLSMIDTH	MEX	400825	831162	
GROMMET PLATE 7" DO	13.2		1	FLSMIDTH	MEX	400825	831162	
LINKAGE ARM ACTUATOR DO FLOTATION	24.2		5	FLSMIDTH	MEX	400825	831162	
BOX 14 OF 16	585.4	36.2"	35"	24.4"	1	FLSMIDTH	MEX	
MOUNTING BRACKET ACTUATOR DO	200.2		6	FLSMIDTH	MEX	400825	831162	
MOUNTING BRACKET ACTUATOR	134.2		4	FLSMIDTH	MEX	400825	831162	
MOUNTING BRACKET LEVEL	30.6		5	FLSMIDTH	MEX	400825	831162	
LEVEL CONTROL BRACKET DO-25R	17.6		1	FLSMIDTH	MEX	400825	831162	
LEVEL CONTROL BRACKET	83.8		5	FLSMIDTH	MEX	400825	831162	
WEDGE	4.4		5	FLSMIDTH	MEX	400825	831162	
WEDGE FOR GROMMET ADAPTER	5.8		14	FLSMIDTH	MEX	400825	831162	
FILLER PLATE ACTUATOR	11		4	FLSMIDTH	MEX	400825	831162	
FILLER PLATE ACTUATOR DO FLOT	13.4		6	FLSMIDTH	MEX	400825	831162	
OLEVS ACTUATOR	8.6		4	FLSMIDTH	MEX	400825	831162	
OLEVS ACTUATOR DO	8.8		6	FLSMIDTH	MEX	400825	831162	
VALVE ROD GUIDE DO FLOTATION	17.5		5	FLSMIDTH	MEX	400825	831162	
VALVE ROD GUIDE DO FLOTATION	2.2		1	FLSMIDTH	MEX	400825	831162	
PIVOT LINKAGE ARM	2.2		4	FLSMIDTH	MEX	400825	831162	
PIVOT LINKAGE ARM DO FLOTATION	2.2		6	FLSMIDTH	MEX	400825	831162	
BOX 15 OF 16	1023	56.1"	55.1"	48.4"	1	FLSMIDTH	MEX	
BELT GUARD	910.6		16	FLSMIDTH	MEX	400825	831162	
BELT GUARD BOTTOM	112.2		16	FLSMIDTH	MEX	400825	831162	
BOX 16 OF 16	1148.4	56.1"	55.1"	48.4"	1	FLSMIDTH	MEX	
BELT GUARD	1023		18	FLSMIDTH	MEX	400825	831162	
BELT GUARD BOTTOM	125.4		18	FLSMIDTH	MEX	400825	831162	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9856	45"	92.4"	10"	3	FLSMIDTH	MEX	
FEED BOX	2620	9.10- 1/2"	6.7"	36- 3/4"	1	FLSMIDTH	MEX	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9550	45"	93.4"	10"	3	FLSMIDTH	MEX	
FEED BOX	2823	9.10- 1/2"	6.7"	36- 3/4"	1	FLSMIDTH	MEX	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9630	45"	93.4"	10"	3	FLSMIDTH	MEX	
FEED BOX	2820	9.10- 1/2"	6.7"	36- 3/4"	1	FLSMIDTH	MEX	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	93.4"	10"	3	FLSMIDTH	MEX	
CONNECTION BOX	2820	9.10- 1/2"	8.4"	36- 3/4"	1	FLSMIDTH	MEX	
DISCHARGE BOX	2472	7.11"	8.8"	3.2"	1	FLSMIDTH	MEX	

TAGS: E04-CEL-003, E04-CEL-078

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REDFERN BARGING PRIORITY LIST

Description	Weight Lbs	Size of Equip ment	Length	Width	Ht	Qty	MANUFACTURE RMODEL#	ORIGIN	SKID# AML Equip#	AMT. PRO#	COMMENTS
100R FLOTATION CELLS WITH ACCESSORIES	12861	5'10"	33'11"	7'8"		1	FLSMIDTH	MEX	452108	829511	
50R FLOTATION CELLS WITH ACCESSORIES	5401	5'10"	12'	7'8"		1	FLSMIDTH	MEX	452108	829511	
100R FLOTATION CELLS WITH ACCESSORIES	9321	5'10"	33'11"	7'8"		1	FLSMIDTH	MEX	452104	828851	
50R FLOTATION CELLS WITH ACCESSORIES	8569	5'10"	12'	7'8"		1	FLSMIDTH	MEX	452104	828851	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	242020	829366	TAGS: E04-CEL- B01, E04-CEL-092, E04- CEL-008
CONNECTION BOX	2820	9'10- 1/2"	6'7"	3'6- 3/4"		1	FLSMIDTH	MEX	242020	829366	
DISCHARGE BOX	2472	7'11"	9'6"	3'2- 2"		1	FLSMIDTH	MEX	242020	829366	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452012	832705	TAGS: E04-CEL- 009, E04-CEL-091, E04- CEL-080
CONNECTION BOX	2820	9'10- 1/2"	6'7"	3'6- 3/4"		1	FLSMIDTH	MEX	452012	832705	
DISCHARGE BOX	2472	7'11"	9'6"	3'2- 2"		1	FLSMIDTH	MEX	452012	832705	
50R FLOTATION CELLS WITH ACCESSORIES	4103	5'	9'5"	8'1- 3/4"		1	FLSMIDTH	MEX	452058	829560	
50R FLOTATION CELLS WITH ACCESSORIES	6085	5'	17'	8'1- 3/4"		1	FLSMIDTH	MEX	452058	829560	
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	8'1- 3/4"		1	FLSMIDTH	MEX	452058	829560	
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	8'1- 3/4"		1	FLSMIDTH	MEX	442203	829908	
50R FLOTATION CELLS WITH ACCESSORIES	6047	5'	17'	8'1- 3/4"		1	FLSMIDTH	MEX	442203	829908	
50R FLOTATION CELLS WITH ACCESSORIES	3027	5'	10'5"	8'1- 3/4"		1	FLSMIDTH	MEX	442203	829908	
FLOTATION CELLS TANK WELDMENT W/MCO MODEL 144 WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		2	FLSMIDTH	MEX	452038	831841	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452125	833007	TAGS: E04-CEL- 094, E04-CEL-089, E04- CEL-135
CONNECTION BOX	2472	7'11"	6'6"	3'2"		1	FLSMIDTH	MEX	452125	833007	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452088	829592	TAGS: E04-CEL- 076, E04-CEL-082, E04- CEL-082
CONNECTION BOX	2472	7'11"	6'6"	3'2"		1	FLSMIDTH	MEX	452088	829592	
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	8'1- 3/4"		1	FLSMIDTH	MEX	452034	829541	
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	8'1- 3/4"		1	FLSMIDTH	MEX	452034	829541	
LAUNDRER WELDMENT	744	18'3"	8'4"	6'6"		12	FLSMIDTH	MEX	442406	829877	
PALLET OF ACCESSORIES	1100	8'3"	4'4"	1'5"		1	FLSMIDTH	MEX	442409	829877	
LAUNDRER WELDMENT	17487	18'3"	8'4"	6'6"		16	FLSMIDTH	MEX	452011	829745	

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REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip	Length	Width	Height	Qty	MANUFACTURE	ORIGIN	SKID# AML	AML PROD #	COMMENTS
	Lbs		Feet				MODEL#		EQUIP#		
BOX 9 OF 16	180.4	48"	25"	32.7"		1	FLSMIDTH	MEX	400825	831160	
TAG PLATE						4	FLSMIDTH	MEX	400825	831160	
SHEAVE BELT 5.60D CMV BSHG						1	FLSMIDTH	MEX	400825	831160	
SHEAVE BELT 250D CMV BSHG						1	FLSMIDTH	MEX	400825	831160	
SHAFT LOWER STL F100-FLOT DYN BALANCED						1	FLSMIDTH	MEX	400825	831160	
BOX 10 OF 16	81.4	27.3"	10.2"	13.8"		1	FLSMIDTH	MEX	400825	831160	
LOWER SHAFT STL						1	FLSMIDTH	MEX	400825	831160	
BELT V 3V 1060 3VX (SET-3)						1	FLSMIDTH	MEX	400825	831160	
BOX 11 OF 16	284	30.3"	30.3"	28.7"		1	FLSMIDTH	MEX	400825	831160	
STATOR RS11						1	FLSMIDTH	MEX	400825	831160	
STATOR RS14						1	FLSMIDTH	MEX	400825	831160	
ROTOR						1	FLSMIDTH	MEX	400825	831160	
ROTOR RS11						1	FLSMIDTH	MEX	400825	831160	
BOX 12 OF 16	440	31.1"	30.3"	28.3"		1	FLSMIDTH	MEX	400825	831160	
SHEAVE 8 OD						1	FLSMIDTH	MEX	400825	831160	
SHEAVE 25 OD						1	FLSMIDTH	MEX	400825	831160	
KIT FASTENERS FOR TRAIL HI						1	FLSMIDTH	MEX	400825	831160	
VALVE 3" GLOBE FLANGED						1	FLSMIDTH	MEX	400825	831160	
HOSE AIR FLEXHAUST						1	FLSMIDTH	MEX	400825	831160	
CLAMP HOSE, SS, 4.818" 5-1/2" MAX						2	FLSMIDTH	MEX	400825	831160	
GASKET, FR, FLG, NEOPT, 7-1/2"						2	FLSMIDTH	MEX	400825	831160	
TUBE NEOPRENE 1-5/8" OD X 7/8" ID						2	FLSMIDTH	MEX	400825	831160	
CLEVIS #144 STL						2	FLSMIDTH	MEX	400825	831160	
TUBE NEOPRENE 1-3/8" OD X 7/8" ID						2	FLSMIDTH	MEX	400825	831160	
BUSHING 5/8" OD X 3/8" ID						8	FLSMIDTH	MEX	400825	831160	
BUSHING 3/4" OD X 1/2" ID						4	FLSMIDTH	MEX	400825	831160	
CLEVIS #120/#144 STL						2	FLSMIDTH	MEX	400825	831160	
VALVE CONICAL, 5-3/4" NEO						2	FLSMIDTH	MEX	400825	831160	
VALVE CONICAL, 5-3/4" NEO						2	FLSMIDTH	MEX	400825	831160	
GROMMET RUBBER (SPEC#900417)						4	FLSMIDTH	MEX	400825	831160	
BOX 13 OF 16	640.2	40.5"	40.5"	19.3"		1	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT (R.H.)						18	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT (L.H.)						18	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT FLOT (L.H.)						16	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT FLOT (R.H.)						16	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 4" DOE						4	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 4"						4	FLSMIDTH	MEX	400825	831160	
VALVE ROD GUIDE						11	FLSMIDTH	MEX	400825	831160	
STUB END 1-1/2"						2	FLSMIDTH	MEX	400825	831160	
ADAPTER FLANGE						1	FLSMIDTH	MEX	400825	831160	
FLANGED ELBOW						1	FLSMIDTH	MEX	400825	831160	
VALVE SPOOL						1	FLSMIDTH	MEX	400825	831160	





2

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equipment	Length	Width	Hi	Qty	MANUFACTURE P/MODEL#	ORIGIN	SKID#/AML EQUIP#	AML PRO #	COMMENTS	Keith Lee May Visit Notes
548862 LOWER SHAFT, STL		48"	25"	46"		15	FLSMIDTH	USA	400007	822649		Crated in Container
071469-OS OS ASSEMBLE UPPER SHAFT BEARING		90"	48"	19"		8	FLSMIDTH	USA	400007	822649		Crated in Container
071469-OS OS ASSEMBLE UPPER SHAFT BEARING		90"	48"	19"		7	FLSMIDTH	USA	400007	822649		Crated in Container
071469-OS OS ASSEMBLE UPPER SHAFT BEARING		90"	48"	19"		8	FLSMIDTH	USA	400007	822649		Crated in Container
071469-OS OS ASSEMBLE UPPER SHAFT BEARING		90"	48"	19"		7	FLSMIDTH	USA	400007	822649		Crated in Container
SHEAVE V BELT 250D C/M BSHG		90"				5	FLSMIDTH	USA	400007	822649		Crated in Container
071469-OS OS ASSEMBLE UPPER SHAFT BEARING		90"	48"	19"		2	FLSMIDTH	USA	400007	822649		Crated in Container
W75305-1-OS OS. TO ENGRAVE CAUTION PLATE	893					1	FLSMIDTH	USA				Crated in Container
BOX 1 OF 16	1529	48"	31.7"	44.1"		1	FLSMIDTH	MEX				Crated in Container
MOTOR SUPPORT	972					16	FLSMIDTH	MEX	400825	831160		Crated in Container
RIGHT BELT GUARD SUPPORT PLOT	279					16	FLSMIDTH	MEX	400825	831160		Crated in Container
LEFT BELT GUARD SUPPORT PLOT	279					16	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 2 OF 16	2362.8	48"	31.7"	44.1"		1	FLSMIDTH	MEX				Crated in Container
MOTOR SUPPORT (SINGLE DRIVE)	1104.4					18	FLSMIDTH	MEX	400825	831160		Crated in Container
RIGHT BELT GUARD SUPPORT PLOT	629.2					18	FLSMIDTH	MEX	400825	831160		Crated in Container
LEFT BELT GUARD SUPPORT PLOT	629.2					18	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 3 OF 16	946	48"	48"	49"		1	FLSMIDTH	MEX				Crated in Container
AIR PIPING MANIFOLD DO-100R	946					18	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 4 OF 16	970.2	48"	48"	49"		1	FLSMIDTH	MEX				Crated in Container
AIR PIPING MANIFOLD	794.2					16	FLSMIDTH	MEX	400825	831160		Crated in Container
AIR PIPING MANIFOLD DO-50R	176					4	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 5 OF 16	1086.8	57.1"	44.1"	49"		1	FLSMIDTH	MEX				Crated in Container
BELT GUARD COVER	1038.4					16	FLSMIDTH	MEX	400825	831160		Crated in Container
COVER PLATE	48.4					16	FLSMIDTH	MEX	400825	831160		Crated in Container

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment	Length	Width	Ht	Qty	MANUFACTURE F/MODEL#	ORIGIN	SKID#/AML EQUIP#	AML PRO #	COMMENTS	Keith Lee May Visit Notes
STATOR RS14						1	FLSMIDTH	MEX	400825	831160		Crated in Container
ROTOR						1	FLSMIDTH	MEX	400825	831160		Crated in Container
ROTOR RS11						1	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 12 OF 16	440		31.1"	30.3"	28.3"	1	FLSMIDTH	MEX				Crated in Container
SHEAVE 8 OD						1	FLSMIDTH	MEX	400825	831160		Crated in Container
SHEAVE 25 OD						1	FLSMIDTH	MEX	400825	831160		Crated in Container
KIT FASTENERS FOR TRIAL FIT						1	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE 3" GLOBE FLANGED						1	FLSMIDTH	MEX	400825	831160		Crated in Container
HOSE AIR FLEXHAUST						1	FLSMIDTH	MEX	400825	831160		Crated in Container
CLAMP HOSE, SS, 4-5/8" 5-1/2" MAX						2	FLSMIDTH	MEX	400825	831160		Crated in Container
GASKET, FF, FLG, NEOP, 7-1/2"						2	FLSMIDTH	MEX	400825	831160		Crated in Container
TUBE NEOPRENE, 1-3/8"OD X 7/8"ID						2	FLSMIDTH	MEX	400825	831160		Crated in Container
CLEVIS #144 STL						2	FLSMIDTH	MEX	400825	831160		Crated in Container
TUBE NEOPRENE, 1-3/8"OD X 7/8"ID						2	FLSMIDTH	MEX	400825	831160		Crated in Container
BUSHING 5/8" OD X 3/8"ID						8	FLSMIDTH	MEX	400825	831160		Crated in Container
BUSHING 3/4" OD X 1/2"ID						4	FLSMIDTH	MEX	400825	831160		Crated in Container
CLEVIS #120/#144, STL						2	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE CONICAL, 5-3/4" NEO						2	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE CONICAL, 5-3/4" NEO						2	FLSMIDTH	MEX	400825	831160		Crated in Container
GROMMET RUBBER (SPEC#900417)						4	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 13 OF 16	640.2		40.6"	40.6"	19.3"	1	FLSMIDTH	MEX	400825	831160		Crated in Container
BELT GUARD SUPPORT (R.H.)	125.4					18	FLSMIDTH	MEX	400825	831160		Crated in Container
BELT GUARD SUPPORT (L.H.)	125.4					18	FLSMIDTH	MEX	400825	831160		Crated in Container
BELT GUARD SUPPORT FLOT (L.H.)	112.2					16	FLSMIDTH	MEX	400825	831160		Crated in Container
BELT GUARD SUPPORT FLOT (R.H.)	112.2					16	FLSMIDTH	MEX	400825	831160		Crated in Container
GROMMET PLATE-4" DOE	37.4					4	FLSMIDTH	MEX	400825	831160		Crated in Container
GROMMET PLATE 4"	35.2					4	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD GUIDE	11					4	FLSMIDTH	MEX	400825	831160		Crated in Container
STUB END 1-1/2"	2.2					1	FLSMIDTH	MEX	400825	831160		Crated in Container
ADAPTER FLANGE	2.2					1	FLSMIDTH	MEX	400825	831160		Crated in Container
FLANGED ELBOW	4.4					1	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE SPOOL	6.6					1	FLSMIDTH	MEX	400825	831160		Crated in Container
STUB END 1-1/2"	4.4					2	FLSMIDTH	MEX	400825	831160		Crated in Container
LINKAGE ARM ACTUATOR	15.4					4	FLSMIDTH	MEX	400825	831160		Crated in Container

(2)

REDFERN BARGING PRIORITY LIST

Description	Weight Lbs	Size of Equip ment	Length	Width	Ht	Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID#/ANL EQUIP#	ANL PRO #	COMMENTS	Keith Lee May Visit Notes
GROMMET PLATE 5" DO	8.8					1	FLSMIDTH	MEX	400825	831160		Crated in Container
GROMMET PLATE 7" DO	13.2					1	FLSMIDTH	MEX	400825	831160		Crated in Container
LINKAGE ARM ACTUATOR DO FLOTATION	24.2					6	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 14 OF 16	565.4	36.2"		35"	24.4"	1	FLSMIDTH	MEX				Crated in Container
MOUNTING BRACKET ACTUATOR DO	200.2					6	FLSMIDTH	MEX	400825	831160		Crated in Container
MOUNTING BRACKET ACTUATOR	134.2					4	FLSMIDTH	MEX	400825	831160		Crated in Container
MOUNTING BRACKET LEVEL	50.6					5	FLSMIDTH	MEX	400825	831160		Crated in Container
LEVEL CONTROL BRACKET DO-2SR	17.6					1	FLSMIDTH	MEX	400825	831160		Crated in Container
LEVEL CONTROL BRACKET	85.3					5	FLSMIDTH	MEX	400825	831160		Crated in Container
WEDGE	4.4					8	FLSMIDTH	MEX	400825	831160		Crated in Container
WEDGE FOR GROMMET ADAPTER	5.6					14	FLSMIDTH	MEX	400825	831160		Crated in Container
FILLER PLATE ACTUATOR	11					4	FLSMIDTH	MEX	400825	831160		Crated in Container
FILLER PLATE ACTUATOR DO FLOT	15.4					6	FLSMIDTH	MEX	400825	831160		Crated in Container
CLEVIS ACTUATOR	6.6					4	FLSMIDTH	MEX	400825	831160		Crated in Container
CLEVIS ACTUATOR DO	8.8					6	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD GUIDE DO FLOTATION	17.3					5	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD GUIDE DO FLOTATION	2.2					1	FLSMIDTH	MEX	400825	831160		Crated in Container
PIVOT LINKAGE ARM	2.2					4	FLSMIDTH	MEX	400825	831160		Crated in Container
PIVOT LINKAGE ARM DO FLOTATION	2.2					6	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 15 OF 16	1023	96.1"		55.1"	48.4"	1	FLSMIDTH	MEX				Crated in Container
BELT GUARD	910.8					16	FLSMIDTH	MEX	400825	831160		Crated in Container
BELT GUARD BOTTOM	112.2					16	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 16 OF 16	1148.4	96.1"		55.1"	48.4"	1	FLSMIDTH	MEX				Crated in Container
BELT GUARD	1023					18	FLSMIDTH	MEX	400825	831160		Crated in Container
BELT GUARD BOTTOM	125.4					18	FLSMIDTH	MEX	400825	831160		Crated in Container
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'10-1/2"	9'3/4"	10"	3	FLSMIDTH	MEX	442530	829867	TAGS:E04-CEL-005,E04-CEL-003,E04-CEL-078	ANLU 442530 E04-CEL-003, 005, 078
FEED BOX	2820	9'10-1/2"		67"	36-3/4"	1	FLSMIDTH	MEX	442530	829867		photo - on ground

REDEERN BARGING PRIORITY LIST

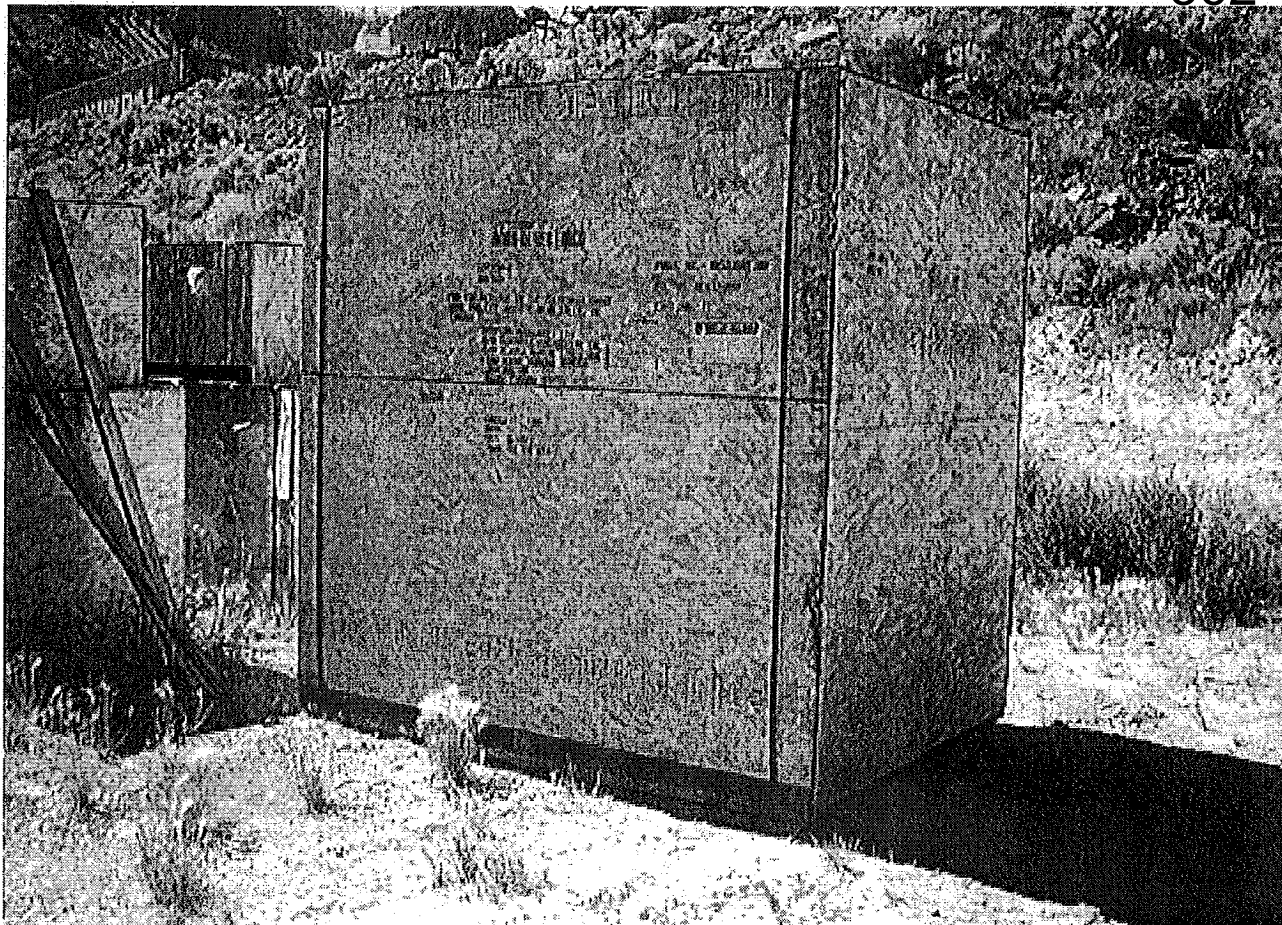
Description	Weight Lbs	Size of Equip ment	Length	Width	Ht	Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID#/ AML EQUIP#	AML PRO #	COMMENTS	Keith Lee May Visit Notes
BOX 6 OF 16	1524.6	57.1"	44.1"	49"	1	1	FLSMIDTH	MEX				
BELT GUARD COVER DO 100	1168.2				18	18	FLSMIDTH	MEX	400825	831160		Crated in Container
COVER PLATE	52.8				18	18	FLSMIDTH	MEX	400825	831160		Crated in Container
ACCESS DOOR FLOTATION CELLS	209				5	5	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD WELDMENT DO F	33				3	3	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD WELDMENT DO F	19.8				2	2	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD WELDMENT	5.6				1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD WELDMENT	15.4				2	2	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE ROD WELDMENT	19.8				2	2	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 7 OF 16	334.4	36.2"	30.3"	44.1"	1	1	FLSMIDTH	MEX				Crated in Container
BELT 3V 1060 3VX (SET-3)					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
VALVE 3" GLOBE FLANGED					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
HOSE AIR FLEXHAUST 4-1/2D X 8					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
CLAMP HOSE SS 4-5/8" X 5-1/2" MAX					2	2	FLSMIDTH	MEX	400825	831160		Crated in Container
GASKET FF FLG. NEOP. 7-1/2 X 3-1/2 X 1/8					2	2	FLSMIDTH	MEX	400825	831160		Crated in Container
ACTUATOR ASSY					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 8 OF 16	587.4	46.1"	29.9"	17.9"	1	1	FLSMIDTH	MEX				Crated in Container
OS ASSEMBLE UPPER SHAFT BEARING					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
HEAD, ADJUSTING, FLOTATION					2	2	FLSMIDTH	MEX	400825	831160		Crated in Container
HEAD, ADJUSTING, FLOTATION					2	2	FLSMIDTH	MEX	400825	831160		Crated in Container
OS ASSEMBLE UPPER SHAFT BEARING					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 9 OF 16	180.4	48"	26"	32.7"	1	1	FLSMIDTH	MEX				Crated in Container
TAG PLATE					4	4	FLSMIDTH	MEX	400825	831160		Crated in Container
SHEAVE BELT 5.60D C/W BSHG					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
SHEAVE BELT 250D C/W BSHG					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
SHAFT LOWER STL F100 FLOT DYN BALANCED					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 10 OF 16	81.4	41.3"	10.2"	13.8"	1	1	FLSMIDTH	MEX				Crated in Container
LOWER SHAFT STL					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
BELT V 3V 1060 3VX (SET-3)					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container
BOX 11 OF 16	264	30.3"	30.3"	28.7"	1	1	FLSMIDTH	MEX				Crated in Container
STATOR RS11					1	1	FLSMIDTH	MEX	400825	831160		Crated in Container

REDFERN BARGING PRIORITY LIST

Description	Weight Lbs	Size of Equip ment	Length	Width	Height	Qty	MANUFACTURE P/MODEL #	ORIGIN	SKID#/ANL EQUIP #	ANL PRO #	COMMENTS	Keith Lee May Visit Notes
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452162	830845	TAGS:E04-CEL-136,E04-CEL-006,E04-CEL-079	ANLU 452035 E04-CEL-136, 079, 006
FEED BOX	2820	9'10-1/2"	6'7"	36-3/4"		1	FLSMIDTH	MEX	452162	830845		photo - on ground
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452035	831369	TAGS:E04-CEL-133,E04-CEL-134,E04-CEL-1379	ANLU 452162 E04-CEL-133, 134, 137
FEED BOX	2820	9'10-1/2"	6'7"	36-3/4"		1	FLSMIDTH	MEX	452035	831369		ANLU 452162
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452015	831839	TAGS:E04-CEL-005,E04-CEL-003,E04-CEL-078	ANLU 452015 E04-CEL-090, 004, 077
CONNECTION BOX	2820	9'10-1/2"	36-3/4"	36-3/4"		1	FLSMIDTH	MEX	452015	831839		ANLU 452015
DISCHARGE BOX	2472	7'11"	6'6"	3'2"		1	FLSMIDTH	MEX	452015	831839		ANLU 452015
100R FLOTATION CELLS WITH ACCESSORIES	12361	5'10"	33'11"	7'8"		1	FLSMIDTH	MEX	452108	829611		photo - on ground
50R FLOTATION CELLS WITH ACCESSORIES	5401	5'10"	12'	7'8"		1	FLSMIDTH	MEX	452108	829611		photo - on ground
100R FLOTATION CELLS WITH ACCESSORIES	9321	5'10"	33'11"	7'8"		1	FLSMIDTH	MEX	452104	828651		photo - on ground
50R FLOTATION CELLS WITH ACCESSORIES	8569	5'10"	12'	7'8"		1	FLSMIDTH	MEX	452104	828651		photo - on ground
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	242020	829866	TAGS:E04-CEL-081,E04-CEL-093,E04-CEL-008	ANLU 442203 E04-CEL-093, 008, 081
CONNECTION BOX	2820	9'10-1/2"	6'7"	36-3/4"		1	FLSMIDTH	MEX	242020	829866		photo - on ground
DISCHARGE BOX	2472	7'11"	6'6"	3'2"		1	FLSMIDTH	MEX	242020	829866		photo - on ground
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452012	832706	TAGS:E04-CEL-009,E04-CEL-091,E04-CEL-080	ANLU 452012 E04-CEL-009, 080, 091
CONNECTION BOX	2820	9'10-1/2"	6'7"	36-3/4"		1	FLSMIDTH	MEX	452012	832706		ANLU 452012
DISCHARGE BOX	2472	7'11"	6'6"	3'2"		1	FLSMIDTH	MEX	452012	832706		ANLU 452012
50R FLOTATION CELLS WITH ACCESSORIES	4103	5'	9'5"	8-3/4"		1	FLSMIDTH	MEX	452058	829560		photo - on ground
50R FLOTATION CELLS WITH ACCESSORIES	6035	5'	17'	8-3/4"		1	FLSMIDTH	MEX	452058	829560		photo - on ground

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equipment	Width	Ht	Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID# / AML EQUIP#	AML PRO #	COMMENTS	Keith Lee filey Visit Notes
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	8'-3/4"	1	FLSMIDTH	MEX	452056	829560		photo - on ground
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	8'-3/4"	1	FLSMIDTH	MEX	442203	829908		photo - on ground
50R FLOTATION CELLS WITH ACCESSORIES	6047	5'	17'	8'-3/4"	1	FLSMIDTH	MEX	442203	829908		photo - on ground
50R FLOTATION CELLS WITH ACCESSORIES	3027	5'	10'5"	8'-3/4"	1	FLSMIDTH	MEX	442203	829908		photo - on ground
FLOTATION CELLS TANK WELDMENT WEMCO MODEL 144 WITH MECHANISM ASSEMBLY	9650	45'6"	9'3/4"	10"	2	FLSMIDTH	MEX	452038	831841		AML U 452038 E04-CEL-124, 125
Four Wooden Crates Mechanism Parts					4	FLSMIDTH	MEX	452038	831841		AML U 452038
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"	3	FLSMIDTH	MEX	452125	833007	TAGS:E04-CEL-094,E04-CEL-089,E04-CEL-135	AML U 452125 E04-CEL-094, 135, 089
CONNECTION BOX	2472	7'11"	6'6"	3'2"	1	FLSMIDTH	MEX	452125	833007		AML U 452125
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"	3	FLSMIDTH	MEX	452086	832532	TAGS:E04-CEL-076,E04-CEL-092,E04-CEL-082	AML U 452088 E04-CEL-092, 082, 076
CONNECTION BOX	2472	7'11"	6'6"	3'2"	1	FLSMIDTH	MEX	452086	832532		AML U 452088
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	8'-3/4"	1	FLSMIDTH	MEX	452034	829541		photo - on ground
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	8'-3/4"	1	FLSMIDTH	MEX	452034	829541		photo - on ground
LAUNDRY WELDMENT	744	18'3"	84"	66"	12	FLSMIDTH	MEX	442409	829877		photo - on ground
PALLETS OF ACCESSORIES	1100	6'3"	44"	15"	1	FLSMIDTH	MEX	442409	829877		photo - on ground
LAUNDRY WELDMENT	17487	18'3"	84"	66"	16	FLSMIDTH	MEX	452011	829745		photo - on ground



# **Tab I**





CASSELS BROCK

May 29, 2013

BY E-MAIL (PDF) to [mkent@tamerlaneventures.com](mailto:mkent@tamerlaneventures.com) and By Registered Mail

Tamerlane Ventures Inc.  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

[jbirch@casselsbrock.com](mailto:jbirch@casselsbrock.com)  
tel: 416.860-6225  
fax: 416.640-3057  
file # 43657-1

Attention: Margaret M. Kent, Executive Chairman and  
Chief Financial Officer

Tamerlane Ventures USA, Inc.  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

Pine Point Holding Corp.  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

THIS IS EXHIBIT I ATTACHED  
TO THE AFFIDAVIT OF  
Margaret M. Kent  
SWORN August 22, 2013.

\_\_\_\_\_  
A COMMISSIONER

Dear Sirs/Mesdames:

**Re: Loans from Global Resource Fund (the "Lender") to Tamerlane Ventures Inc. (the "Borrower") as guaranteed by Pine Point Holding Corp. ("Pine Point") and Tamerlane Ventures USA, Inc. ("Tamerlane USA")**

We are counsel to the Lender.

We refer you to the various loan and security agreements which the Borrower, Tamerlane USA, and Pine Point entered into in relation to the USD\$10,000,000 credit facility with the Lender, including the following:

- a. A Credit Agreement between the Borrower and the Lender dated December 16, 2010, as amended by the First Amending Agreement dated June 30, 2011 and the Second Amending Agreement dated July 29, 2011, (collectively, the "Credit Agreement");





CASSELS BROCK

Page 2

- b. a General Security Agreement dated December 16, 2010 executed by the Borrower in favour of the Lender (the "GSA");
- c. a Securities Pledge Agreement executed by the Borrower on December 16, 2010;
- d. A Forbearance Agreement between the Borrower and the Lender dated December 31, 2012 (the "Forbearance Agreement");
- e. a General Security Agreement dated July 29, 2012 executed by Pine Point;
- f. a Guarantee dated July 29, 2011 signed by Pine Point;
- g. a Guarantee dated December 16, 2010 signed by Tamerlane USA; and
- h. a Security Agreement dated December 15, 2010 signed by Tamerlane USA

Pursuant to section 8(a) of the Forbearance Agreement, the Borrower was required to make a payment of \$1,500,000 to the Lender by no later than March 31, 2013 (the "March Payment"). Further, pursuant to sections 5.1 and 1.1.49 of the Credit Agreement, interest on the indebtedness in the amount of USD\$135,922.28 was due on May 25, 2013 (the "May Interest Payment").

The Borrower failed to make the March Payment when due and no portion of the March Payment has been paid since that time. The Borrower also failed to make the May Interest Payment when due. Such failure to make the March Payment and May Interest Payment constitutes a default under the terms of the Forbearance Agreement and the Credit Agreement (collectively, the "Default").

By virtue of the Default, the Lender is entitled, at its option, to declare all of the Obligations (as defined in the Credit Agreement) due and payable. The Lender is entitled to exercise a variety of other remedies with respect to the Borrower, including seeking the appointment of a Receiver. In accordance with section 5.5 of the Credit Agreement, the Lender is also entitled to receive default interest at the rate of 18% per annum on the March Payment, which is overdue.

Accordingly, in light of the Default, the Lender hereby declares all of the Obligations to have become immediately due and payable with interest. The Lender demands that the Borrower, Tamerlane USA, and Pine Point (collectively, the "Debtors") pay to the Lender, by no later than Monday, June 10, 2013, the total aggregate sum of USD\$11,631,948.90, plus interest after May 29, 2013 to the date of payment and costs.

If the Debtors fail to pay this amount by the specified deadline, the Lender intends to enforce its security and seek the appointment of a receiver pursuant to section 101 of



the *Courts of Justice Act* and/or section 243 of the *Bankruptcy and Insolvency Act* ("BIA").

In accordance with the requirements of section 244 of the BIA, we hereby enclose a Notice of Intention to Enforce Security. The time period specified in such notice will run simultaneously with the notice period for repayment provided hereunder. Upon the expiry of the notice periods, the Lender will be free to pursue its remedies against the Debtors. In order to avoid enforcement action by the Lender, the Debtors must complete payment in full on or before the date set out above.

We also enclose, and serve upon you, a Notice of Intention to Dispose of Collateral pursuant to section 63 of the *Personal Property Security Act* (Ontario).

Nothing in this letter constitutes a waiver of the rights of the Lender and the Lender expressly reserves the right to determine what, if any, future steps it will take in respect of the Debtors as a result of the Default or any other breaches of the Credit Agreement or Forbearance Agreement.

Please govern yourself accordingly.

Yours truly,

  
John N. Birch

JNB/ph

cc: Rick Orzy, Bennett Jones LLP  
Client

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*  
SECTION 244**

**TO:** Tamerlane Ventures Inc.  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Tamerlane Ventures USA, Inc.  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Pine Point Holding Corp.  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**TAKE NOTICE THAT:**

1. Global Resource Fund ("Global"), a creditor, intends to enforce its security over Tamerlane Ventures Inc. ("Tamerlane"), Pine Point Holding Corp. ("Pine Point") and Tamerlane Ventures USA, Inc. ("Tamerlane USA").
2. The debt and security that is to be enforced is in the form of the following:
  - a. A Credit Agreement between the Global and Tamerlane dated December 16, 2010, as amended by the First Amending Agreement dated June 30, 2011 and the Second Amending Agreement dated July 29, 2011, (collectively, the "Credit Agreement");
  - b. a General Security Agreement dated December 16, 2010 executed by Tamerlane in favour of Global (the "GSA");
  - c. a Securities Pledge Agreement executed by Tamerlane on December 16, 2010;
  - d. A Forbearance Agreement between Tamerlane and Global dated December 31, 2012 (the "Forbearance Agreement"); and
  - e. a General Security Agreement dated July 29, 2012 executed by Pine Point;
  - f. a Guarantee dated July 29, 2011 signed by Pine Point;
  - g. a Guarantee dated December 16, 2010 signed by Tamerlane USA; and

- h. a Security Agreement dated December 15, 2010 signed by Tamerlane USA
3. The total amount of Indebtedness as at May 29, 2013 is USD \$11,631,948.90, as set out in the chart below, plus expenses of realization.

Principal		USD \$11,504,357.68
Interest		USD \$127,591.22
Total		USD \$11,631,948.90

4. Global will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless Tamerlane consents to an earlier enforcement.

**DATED** at Toronto, this 29th day of May, 2013.

**GLOBAL RESOURCE FUND  
BY ITS SOLICITORS,  
CASSELS BROCK & BLACKWELL LLP**

Per:



A handwritten signature in cursive script, appearing to read "Jim Burt", is written over a horizontal line.

**PERSONAL PROPERTY SECURITY ACT (ONTARIO)  
SECTION 63**

**NOTICE OF INTENTION TO DISPOSE**

**TO: TAMERLANE VENTURES INC.**  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Tamerlane Ventures USA, Inc. ("Tamerlane USA")  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Pine Point Holding Corp. ("Pine Point")  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Each of the persons listed in the attached Schedule "A"

**TAKE NOTICE THAT:**

1. Global Resource Fund ("Global") has made certain loans to Tamerlane Ventures Inc. ("Tamerlane") pursuant to a credit agreement dated December 16, 2010 as subsequently amended by agreements dated June 30, 2011 and July 29, 2012 (collectively, the "Credit Agreement"). Tamerlane, Tamerlane USA, and Pine Point have given security to Global, including by way of the following agreements (collectively, the "Security Agreements"):

- a. A Credit Agreement between the Global and Tamerlane dated December 16, 2010, as amended by the First Amending Agreement dated June 30, 2011 and the Second Amending Agreement dated July 29, 2011, (collectively, the "Credit Agreement");
- b. a General Security Agreement dated December 16, 2010 executed by Tamerlane in favour of Global (the "GSA");
- c. a Securities Pledge Agreement executed by Tamerlane on December 16, 2010;
- d. A Forbearance Agreement between Tamerlane and Global dated December 31, 2012 (the "Forbearance Agreement"); and
- e. a General Security Agreement dated July 29, 2012 executed by Pine Point;

- f. a Guarantee dated July 29, 2011 signed by Pine Point;
- g. a Guarantee dated December 16, 2010 signed by Tamerlane USA; and
- h. a Security Agreement dated December 15, 2010 signed by Tamerlane USA

2. Pursuant to the Security Agreements, Tamerlane, Tamerlane USA, and Pine Point (collectively, the "Debtors") granted a security interest (the "**Security Interest**") in their property consisting of all their present and after acquired property (collectively, the "**Security**")

3. Pursuant to the Credit Agreement and Security Agreements, interest on the principal sum and interest on overdue interest, both before and after maturity, default, and judgment, is owed at the rate of 18% per annum calculated and payable monthly. Payment and interest on the payment was due on May 25, 2013.

4. Tamerlane has failed to pay the amounts owing to Global when due and therefore Global has enforced its security against the Debtors. As part of the enforcement of his security, Global is pursuing its rights against the Security, including by collecting the amounts owing under the Security Agreements.

5. The amount (the "**Current Outstanding Amount**") presently required to satisfy the Indebtedness is set out in the attached Schedule "B".

6. Upon payment of the amount of the Current Outstanding Amount plus accrued interest and costs as provided for in the Security, together with additional interest and the expenses actually incurred to the date of payment, you may redeem the Security as it exists on the date of payment. Unless these amounts are paid, the Security will be disposed of and the Debtors will be liable for any deficiency. This notice constitutes a demand to pay.

4. Upon receipt of payment, the payor will be credited with any rebates or allowances to which the Debtors are entitled by law or under the Security.

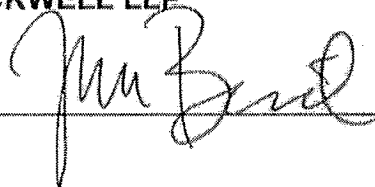
5. Unless the Security is first redeemed, the Secured Assets will be disposed of by private disposition after June 24, 2013.

6. Global reserves the right to dispose of any or all of the Security prior to the expiry of this notice in any circumstances where the *Personal Property Security Act* (Ontario) permits a disposition without notice.

Dated at Toronto this 29<sup>th</sup> day of May, 2013.

**GLOBAL RESOURCE FUND by its  
solicitors, CASSELS BROCK &  
BLACKWELL LLP**

per: \_\_\_\_\_



**Schedule "A"**

National Bank of Canada  
555 Burrard Street, Suite 200,  
Vancouver, B.C. V7X 1M7



## Schedule "B"

## CURRENT OUTSTANDING AMOUNT

The Current Outstanding Amount is, as at May 29, 2013:

Principal	USD \$11,504,357.68
Interest	USD \$127,591.22
Total	USD \$11,631,948.90

The *per diem* interest on the Current Outstanding Amount is USD\$4,165.88.

The accruing legal fees and costs associated with the calling of the loan and of the enforcement shall be included in the Current Outstanding Amount as incurred.

# **Tab J**

**AMENDING AGREEMENT  
FIRST AMENDMENT TO THE FORBEARANCE AGREEMENT**

THIS IS EXHIBIT J ATTACH

This Amending Agreement is made as of the 10<sup>th</sup> day of June, 2013,

TO THE AFFIDAVIT OF

BETWEEN:

Margaret M. Kent

**TAMERLANE VENTURES INC. (the "Borrower")**

SWORN August 22, 2013

- and -

\_\_\_\_\_  
A COMMISSIONER

**PINE POINT HOLDING CORP. ("Pine Point") and TAMERLANE VENTURES USA, INC. ("Tamerlane USA")**

- and -

**GLOBAL RESOURCE FUND (the "Lender")**

**RECITALS:**

- (A) The Borrower entered into a credit agreement with the Lender on December 16, 2010, which was amended by the First Amending Agreement dated June 30, 2011 and the Second Amending Agreement dated July 29, 2011 (as such agreement has been amended, restated or otherwise modified from time to time, including those amendments made pursuant to the Forbearance Agreement (as defined below), the "**Credit Agreement**").
- (B) Pine Point and Tamerlane USA (collectively, the "**Guarantors**") have guaranteed the Borrower's obligations under the Credit Agreement.
- (C) Certain Events of Default (as defined in the Credit Agreement) occurred in September 2012, and as a result the Borrower, the Guarantors and the Lender entered into a Forbearance Agreement dated December 31, 2012 (the "**Forbearance Agreement**") which provided, among other things, for certain amendments to the Credit Agreement.
- (D) The Borrower has, as of the date hereof, failed to make the payment of \$1,500,000 due on March 31, 2013 as contemplated by Section 8(a) of the Forbearance Agreement (the "**Principal Payment Default**"), has failed to pay interest in the amount of \$139,105.47 that was due on May 24, 2013 (the "**May Interest Payment**"), and has not complied with certain other terms of the Forbearance Agreement relating to: (i) failure to provide to the Lender copies of executed non-disclosure agreements, (ii) entering into an agreement with Jennings (as defined below) for the marketing of the Los Pinos concessions, (iii) entering into finder's fee arrangements with certain third parties, (iv) deviations from the Budget attached as Exhibit 5 to the Forbearance Agreement, (v) failure to provide the Lender with "view-only" electronic access to its banking and other accounts (currently trying to arrange with banks), (vi) a lawsuit threatened by Michael Willett, (vii) agreements with respect to audit work performed by KPMG LLP and WDM Chartered Accountants, (viii) the filing of certain tax returns, (ix) any default under the Indian Mountain Lake Agreement, (x) the incorporation of a new subsidiary in the Cayman Islands and the proposed assignment of the Los Pinos project thereto, (xi) not having a majority of "independent" directors (xii) failure to provide the Lender with certain quarterly reports on Los Pinos, (xiii) the ongoing litigation with respect to Los Pinos, (xiv) failure to provide the Lender with an annual business plan, (xv) staking additional claims

in or around Pine Point, (xvi) overdue payables, (xvii) expenditures in excess of \$100,000 in respect of Los Pinos (for legal fees to protect the Borrower's position), (xviii) failure to provide the Lender with the agreements contemplated in Section 14 of the Forbearance Agreement (which failure will be rectified shortly), (xix) a board call held on June 7, 2013, (xx) entering into employment agreements with John Key and Judy Dudley, and services arrangements with Bennett Jones LLP, Duff & Phelps Canada Restructuring Inc. and its counsel, and (xxi) the non-renewal of the property insurance coverage for the Flotation Equipment, and such events continue to be defaults or Events of Default under the Credit Agreement (the "**Existing Defaults**").

- (E) The parties hereto have agreed to amend certain terms of the Forbearance Agreement and the Credit Agreement and to certain other terms, all as set forth herein and to provide such further assurances as are required by the Lender.

**NOW THEREFORE** in consideration of the covenants and agreements contained in this Amending Agreement, the Parties agree as follows:

1. **Definitions**

Except as amended by this Amending Agreement, all terms used in this Amending Agreement without definition, which are used in the Credit Agreement or the Forbearance Agreement, shall have the meanings attributed to them in such documents.

2. **Forbearance**

Upon satisfaction by the Borrower of:

- (a) payment of the May Interest Payment, which payment will be "capitalized" and satisfied by the addition of such amount to the Advances automatically without further action by the parties on the date of this Amending Agreement;
- (b) payment to the Lender of a fee in the amount of \$350,000, which payment will be "capitalized" and satisfied by the addition of such amount to the Advances automatically without further action by the parties on the date of this Amending Agreement;
- (c) payment in full of all of the Lender's legal fees that are payable by the Obligors pursuant to Section 12.1 of the Credit Agreement to date, being approximately \$40,000, on the date of this Amending Agreement; and
- (d) execution and delivery of this Amending Agreement,

the Lender agrees (i) to withdraw the letter dated May 29, 2013 sent to the Obligors by counsel to the Lender (including the enclosed Notice of Intention to Enforce Security and Notice of Intention to Dispose of Collateral) (the "**Letter**"), and to treat the delivery of the Letter (and any consequences thereof) as not having happened *ab initio*, and (ii) not to take any steps to realize on any of the loans made pursuant to the Credit Agreement and to allow the terms, conditions and covenants of this Amending Agreement to be fully performed by the parties hereto, but only so long as, the terms, conditions and covenants contained in this Amending Agreement remain in good standing and are fully complied with and no further Event of Default occurs.

### 3. Specific Amendments

- (a) Upon all of the following conditions (the "**Conditions**") being satisfied:
- (i) entering into by the Borrower of a binding agreement for the sale of its interest in Los Pinos on or before the 90<sup>th</sup> day following the date hereof, with closing to occur on or before the 120<sup>th</sup> day following the date hereof, and receipt by the Lender of Tamerlane's proceeds (net of any amounts required to be paid to third parties, if any, who have previously claimed an interest in Los Pinos and are paid in order to transfer title to Los Pinos free and clear of claims) from such sale, being no less than \$7.25M, on or before the 120<sup>th</sup> day following the date hereof (the "**Sale Condition**");
  - (ii) payment to the Lender in immediately available funds of an amount equal to 5% of the balance of the Advances outstanding following satisfaction of the Sale Condition (the "**Delayed Fee**"); and
  - (iii) no Events of Default, other than the Existing Defaults, having occurred between the date hereof and satisfaction of the Sale Condition,

the following amendments will take effect:

- (iv) in the Credit Agreement (as amended by the Forbearance Agreement), deleting the words "October 16, 2013" in the definition of "Maturity Date" in Section 1.1.65 and substituting the words "August 31, 2014".
- (v) In the Forbearance Agreement:
  - (A) replacing "Exhibit 5 – Budget" thereto with the document attached hereto as Exhibit 1;
  - (B) deleting Sections 8(a) in its entirety;
  - (C) deleting the references to "\$50,000" in Section 10(b) and replacing them with "\$20,000";
  - (D) deleting all words in Section 13(a) beginning with "provided that" until the end of the sentence;
  - (E) deleting the reference to "\$10,000" in Section 13(d) and replacing it with "25,000";
  - (F) deleting the reference to "\$50,000" in Section 13(d) and replacing it with "125,000"; and
  - (G) adding the following words to the end of Section 21:

~~"Notwithstanding anything to the contrary in Sections 6.5 and 9.3.1(d) of the Credit Agreement, the Borrower is permitted to sell the Flotation Equipment provided 50% of the Net Proceeds are used forthwith to repay Advances outstanding under the Credit Facilities."~~

- (b) In the event the amount of the outstanding Advances under the Credit Facilities reduces to less than \$3,500,000, then the following amendments to the Forbearance Agreement will take effect:

- (i) deleting Section 9 in its entirety and replacing it with the following:
  - “(a) The Lender shall have the right at any time, exercised by delivery to the Borrower of a request in writing, to appoint one director to the Borrower's board of directors. Such director, if appointed, will have the same rights and obligations as the other directors of the Borrower.
  - (b) The Borrower shall call regularly scheduled directors' meetings no less than once per calendar quarter.”; and
- (ii) deleting “50%” in Section 8(b) in replacing it with “30%”.

#### 4. **Forbearance Fees**

- (a) In consideration for the Lender's forbearance from and after March 31, 2013, being the date of the first of the Existing Defaults to occur, and the Lender entering into this Amending Agreement, the Borrower will pay to the Lender the Upfront Fee and the Delayed Fee.
- (b) The Upfront Fee will be fully earned on the date hereof.
- (c) The Delayed Fee will be fully earned on the date all Conditions are satisfied.
- (d) The Delayed Fee will be “capitalized” and its payment satisfied by the addition of such amount to the Advances automatically without further action by the parties on the date the Sale Condition is satisfied.

#### 5. **Acknowledgement of Advances**

The Obligors acknowledge that the total amount of the Obligations as of the date hereof, excluding interest accrued from June 1, 2013, but including the capitalized interest payment pursuant to Section 2(a) and the capitalized fee pursuant to Section 2(b), is \$11,993,463.15.

#### 6. **Acknowledgements and Covenants**

Each of the Obligors jointly and severally acknowledges and irrevocably and unconditionally agrees that:

- (a) all facts, as set out in the recitals to this Amending Agreement are true and correct, and are incorporated herein as if restated, and form an integral part of the inducement for the Lender to enter into this Amending Agreement;
- (b) except as expressly provided in this Amending Agreement, and subject to legal requirements, the Lender is in a position to take steps to enforce its rights, remedies and recourses pursuant to the Security and pursue all of its rights, remedies and recourses with respect to the Obligations and the Security;
- (c) except as provided in this Amending Agreement, the Lender (either by itself or through its employees or agents) has made no promises, nor has it taken

any action or omitted to take any action, that would or could constitute a waiver of its rights to enforce its rights, remedies and recourses in respect of the Obligations or the Security, or that would estop it from so doing;

- (d) this Amending Agreement is deemed a "Credit Document" and any breach or failure of the strict performance of the terms of this Amending Agreement will be an Event of Default.

## 7. Effect of Event of Default

- (a) At anytime from and after the occurrence of an Event of Default other than the Existing Defaults, the Lender may immediately terminate its forbearance hereunder and, subject to legal requirements, enforce, without further notice or delay, all of its rights and remedies against the Obligors.
- (b) Subject to (i) the Lender's obligations pursuant to the Credit Agreement, the Forbearance Agreement and this Amending Agreement, and (ii) applicable law, each of the Obligors agrees it will not oppose the Lender's enforcement of its rights, remedies and recourses including, without limitation, the application by the Lender to the Ontario Superior Court of Justice (or similar court in other jurisdictions) for the appointment of a receiver or receiver-manager (a "Receiver") over all or any part of the property that is collateral under the Security (the "Collateral"), and if the Lender or Receiver so elect, to take possession of the Collateral. The Lender may rely upon this acknowledgement and consent for the appointment of a Receiver and same may be pleaded in any application to appoint a Receiver.
- (c) Each of the Obligors acknowledges and confirms that the Lender will be unaffected by any attempt by them, or any of them, to seek protection from creditors, it being acknowledged that any such attempt will be an Event of Default. The Lender may rely upon the provisions hereof as evidence of its consent to lift any stay imposed on the Lender and the Lender may plead the provisions hereof as evidence of such consent.

## 8. No Claims Against the Lender

- (a) Each of the Lender and Renvest Mercantile Bancorp Inc. ("**Renvest**") jointly and severally represents and warrants to the Obligors that it and its respective directors, officers, employees, and Affiliates (collectively, the "**Renvest Group**") have not, as of the date hereof, entered into any agreement, understanding, or other arrangement with Pacific Road Management Pty Limited (or any of its directors, officers, employees or Affiliates) that provides a benefit to any member of the Renvest Group to the detriment of one or more of the Obligors in relation to the sale of some or all of the Obligors' assets. Such representation and warranty survives the execution and delivery of this Amending Agreement, and the Lender and Renvest each acknowledges and confirms that the Obligors are relying on such representation and warranty in respect of this Amending Agreement, and in particular this Section 8.

- (b) None of the Obligors disputes its liability with respect to the Obligations (whether directly as a borrower or indirectly as a guarantor, as applicable), on any basis whatsoever, and none of the Obligors has any claims for set-off, counterclaim or damages on any basis whatsoever against either the Lender or Renvest, or any of their respective directors, officers, employees and agents, as of the date of this Amending Agreement.
- (c) Each of the Obligors hereby irrevocably and unconditionally releases and discharges each of the Lender and Renvest, and their respective directors, officers, employees and agents, (collectively, the "**Releasees**") from and against all claims, causes of action, set-offs, counterclaims, damages, direct or indirect, in law or in equity, contingent or otherwise, that they have, or may have against the Releasees or any of them based on facts, events or circumstances existing up to and including the date hereof, whether known or unknown, and without limiting the generality of the foregoing, any claim based on any act of or omission to act by any Releasee or for any other reason whatsoever related to, arising out of or in any way in respect of any Credit Document or the matters described in the letter dated May 7, 2013 from Mr. Richard Orzy of Bennett Jones LLP to the Lender (collectively, the "**Claims**").
- (d) None of the Obligors shall make any claim or demand, or commence any action or other proceeding, against any individual, corporation, company, partnership, government or regulatory body, joint venture, association, trust, or any other entity (each a "**Person**") that might be entitled to claim contribution, indemnity, or any other relief from the Releasees in connection with any of the Claims unless (i) the applicable Obligor(s) indemnifies the Releasee(s) from any reasonable costs (including legal fees) that the Releasee(s) incurs in respect of such claim, demand, action or proceeding, and (ii) arrangements, acceptable to Renvest, acting reasonably, have been made to ensure such indemnity will be satisfactory. Once notified by the applicable Releasee(s) of a claim covered hereby having been made against such Releasee(s), the applicable Obligor(s) shall, on behalf of the applicable Releasee(s), but at the cost of the applicable Obligor(s) (such that the Releasee(s) shall incur no cost whatsoever), defend any proceeding with respect to which such Releasee(s) is entitled to claim indemnification hereunder. The intention hereunder is to ensure that no such claim will have any negative monetary impact on a Releasee.
- 
- ~~(e) The release in this Section 8 is a complete bar to any claim, demand, action, or other proceeding that any Obligor might make or bring against any Releasee in connection with any of the Claims.~~
- 
- (f) The Obligors shall jointly and severally indemnify the Releasees from any reasonable costs (including legal fees) that any Releasee incurs in connection with or in any way related to defending or responding to any claim, demand, action, or other proceeding that any Obligor makes or brings against it in connection with any of the Claims.



- (g) The Obligors joint and severally represent and warrant that none of them has assigned, and covenants that it will not assign any of the Claims to any Person.
- (h) Each of the Obligors acknowledges that the Releasees are entitled to rely upon such release and to claim same is an estoppel to any action initiated by, or on behalf of any of the releasing parties or any of them, directly or indirectly.

## 9. Representations and Warranties of the Borrower

Each of the Obligors jointly and severally (i) makes the following representations and warranties to the Lender, and such representations and warranties survive the execution and delivery of this Amending Agreement, and (ii) acknowledges and confirms that the Lender is relying on such representations and warranties:

- (a) except as disclosed in Exhibit 2, each of the representations and warranties of the Obligors set forth in Section 8.1 of the Credit Agreement has been and continues to be true and correct in all respects up to and including the date hereof, with the same effect as if those representations and warranties had been made on and as of the date hereof, other than those by which their terms are made only as of a specific date or period of time and relate only to such date or period of time;
- (b) each Obligor has the corporate power and authority to enter into and perform its obligations, and exercise its rights under, the Credit Agreement and this Amending Agreement;
- (c) the entering into and performance by the Obligors of this Amending Agreement has been (i) duly authorized by all necessary corporate actions, (ii) does not and will not violate or conflict with any of their respective Organizational Documents, any Law as may be applicable to them, or any resolutions passed by their respective boards of directors (or any committees thereof) or any of their shareholders as are applicable, (iii) does not, and will not, result in a breach of, or constitute any default under, any of their contracts, licenses, or permits, and (iv) does not result in any Encumbrances;
- (d) this Amending Agreement is, and each of the other Credit Documents to which any one or more of them are a party continues to be a valid and legally binding obligation, enforceable against each Obligor party thereto in accordance with their respective terms, subject only to any limitation under applicable laws relating to: ~~(i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies; and~~
- (e) other than the Existing Defaults, there are no Events of Default continuing at this time.

**10. Supplemental**

This Amending Agreement is supplemental to and amends the Credit Agreement and Forbearance Agreement. The Credit Agreement and Forbearance Agreement shall henceforth be read in conjunction with, as amended by, this Amending Agreement, and the Credit Agreement, the Forbearance Agreement and this Amending Agreement shall henceforth be read, interpreted, construed and have effect so far as it is practicable and all required re-numbering adjustments to Section references shall be deemed to have been made as if all of the provisions of the Credit Agreement, the Forbearance Agreement and this Amending Agreement were contained in one instrument. In the event of any inconsistency between the Credit Agreement, the Forbearance Agreement and this Amending Agreement, the provisions of this Amending Agreement will govern.

**11. Credit Agreement and Forbearance Agreement Remains in Effect**

Each of the parties acknowledges that, except as specifically amended or supplemented by the provisions of this Amending Agreement, the Credit Agreement and the Forbearance Agreement and each of the other Credit Documents to which each is a party remain in full force and effect un-amended and enforceable against the Obligors in accordance with their respective terms.

**12. Confirmation Regarding Security**

The Obligors each hereby jointly and severally confirm, notwithstanding all other terms and conditions of this Amending Agreement, that the Security, including all guarantees, executed and delivered by them continues at all times to be legal, valid, binding and enforceable in accordance with the terms and conditions thereof, and continues to stand as good, valid and enforceable security pledged in support of all of the Obligations now or hereafter outstanding, whatsoever and howsoever incurred, to the Lender.

**13. Further Assurances**

The Obligors agree to do, execute, deliver or cause to be done, executed and delivered, all such further acts, deeds, assurances, and things as may reasonably be required for more effectually implementing and carrying out the provisions of the Credit Agreement, the Forbearance Agreement and this Amending Agreement.

**14. Governing Law**

~~The parties agree that this Amending Agreement is governed by and is to be 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 under the laws of any jurisdiction where property or assets of the Obligors may be found.~~

**15. Counterparts**

This Amending Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together is deemed to be an original and all of which taken together is deemed to constitute one and the same

instrument. It is not be necessary in making proof of this Amending Agreement to produce or account for more than one such counterpart executed by each party.

**[rest of page intentionally left blank; signatures on the next page]**

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first written above.

**TAMERLANE VENTURES INC.**

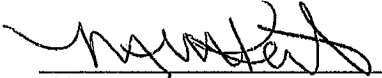
Per: 

Name:

Title:

I/We have authority to bind the Corporation

**TAMERLANE VENTURES USA, INC.**

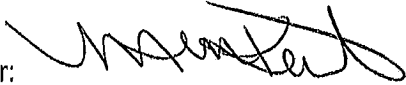
Per: 

Name:

Title:

I/We have authority to bind the Corporation

**PINE POINT HOLDING CORP.**

Per: 

Name:


Title:

I/We have authority to bind the Corporation




**GLOBAL RESOURCE FUND by its Manager  
RENVEST MERCANTILE BANCORP INC.**

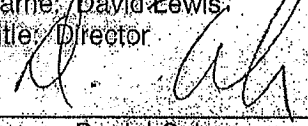
Per:   
Name: David Lewis  
Title: Director

Per:   
Name: Daniel Cohen  
Title: Vice President and General Counsel

I/We have authority to bind the Corporation

**RENVEST MERCANTILE BANCORP INC.**

Per:   
Name: David Lewis  
Title: Director

Per:   
Name: Daniel Cohen  
Title: Vice President and General Counsel

I/We have authority to bind the Corporation

Exhibit 1

	Jun		Jul		Aug		Sept		Budget Total 120 Day
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	
Outstanding Invoices - Portion to be paid (estimate)									
Administrative Costs	\$ 11,500		\$ 11,500		\$ 11,500		\$ 11,500		\$ 46,000
Claims & Losses - MWT			\$ 5,405		\$ 21,937				\$ 27,342
Salaries	\$ 66,000		\$ 66,000		\$ 66,000		\$ 66,000		\$ 264,000
Benefits	\$ 5,344		\$ 5,344		\$ 5,344		\$ 5,344		\$ 21,376
IR	\$ 1,500		\$ 1,500		\$ 1,500		\$ 1,500		\$ 6,000
Travel	\$ 30,000		\$ 25,000		\$ 25,000		\$ 25,000		\$ 105,000
Jennings Capital	\$ 18,000		\$ 18,750		\$ 18,750		\$ 18,750		\$ 74,250
D & O Insurance & Liability Insurance	\$ 2,270		\$ 2,270		\$ 2,270		\$ 2,270		\$ 9,080
Commercial Insurance			\$ 888		\$ 888		\$ 888		\$ 2,664
AGM	\$ 23,000		\$ 2,000		\$ -		\$ -		\$ 25,000
Legal (Canadian)	\$ 130,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 280,000
Legal (Peru)	\$ 15,000		\$ 8,000		\$ 8,000		\$ 8,000		\$ 39,000
Claims - Peru									
Subtotal	\$ 302,514		\$ 196,657		\$ 211,189		\$ 189,757		\$ 710,460
Interest Expense (estimate)									
Payment to Rentest									
Subtotal	\$ 302,514		\$ 196,657		\$ 211,189		\$ 189,757		\$ 710,460
Powerthrough Funding									
Powerthrough Funding available									
In house expenses									
Technical Report: WBS (Consultants)									
Geology-Parane (Indian Mountain Claims)	\$ 65,000								\$ 65,000
Indian Mountain & Pine Point exploration work									
Subtotal	\$ 65,000								\$ 65,000
Monthly Costs	\$ 367,514		\$ 196,657		\$ 211,189		\$ 189,757		\$ 660,712

# **Tab K**







- b. a General Security Agreement dated December 16, 2010 executed by the Borrower in favour of the Lender (the "GSA");
- c. a Securities Pledge Agreement executed by the Borrower on December 16, 2010;
- d. a Forbearance Agreement between the Borrower and the Lender dated December 31, 2012 as subsequently amended by the Amending Agreement First Amendment to Forbearance Agreement dated June 10, 2013 (collectively, the "Forbearance Agreement");
- e. a General Security Agreement dated July 29, 2011 executed by Pine Point;
- f. a Guarantee dated July 29, 2011 signed by Pine Point;
- g. a Guarantee dated December 16, 2010 signed by Tamerlane USA; and
- h. a Security Agreement dated December 15, 2010 signed by Tamerlane USA

Pursuant to sections 5.1 and 1.1.49 of the Credit Agreement, interest on the indebtedness in the amount of USD\$127,327.86 was due on July 25, 2013 (the "July Interest Payment").

The Borrower failed to make the July Interest Payment when due. Such failure to make the July Interest Payment constitutes a default (the "Default") under the terms of the Forbearance Agreement and the Credit Agreement.

By virtue of the Default, the Lender is entitled, at its option, to declare all of the Obligations (as defined in the Credit Agreement) due and payable. The Lender is entitled to exercise a variety of other remedies with respect to the Borrower, including seeking the appointment of a Receiver. In accordance with section 5.5 of the Credit Agreement, the Lender is also entitled to receive default interest at the rate of 18% per annum on the Obligations.

Accordingly, in light of the Default, the Lender hereby declares all of the Obligations to have become immediately due and payable with interest. The Lender demands that the Borrower, Tamerlane USA, and Pine Point (collectively, the "Debtors") pay to the Lender, by no later than Tuesday, August 6, 2013, the total aggregate sum of USD\$12,100,254.26 ("Current Outstanding Amount"), plus interest after July 26, 2013 to the date of payment and costs. Further detail regarding the Current Outstanding Amount is set out in the attached Schedule "A".

If the Debtors fail to pay this amount by the specified deadline, the Lender intends to enforce its security and seek the appointment of a receiver pursuant to section 101 of



Page 3

the *Courts of Justice Act* and/or section 243 of the *Bankruptcy and Insolvency Act* ("BIA").


In accordance with the requirements of section 244 of the BIA, we hereby enclose a Notice of Intention to Enforce Security. The time period specified in such notice will run simultaneously with the notice period for repayment provided hereunder. Upon the expiry of the notice periods, the Lender will be free to pursue its remedies against the Debtors. In order to avoid enforcement action by the Lender, the Debtors must complete payment in full on or before the date set out above.

We also enclose, and serve upon you, a Notice of Intention to Dispose of Collateral pursuant to section 63 of the *Personal Property Security Act* (Ontario).

Nothing in this letter constitutes a waiver of the rights of the Lender and the Lender expressly reserves the right to determine what, if any, future steps it will take in respect of the Debtors as a result of the Default or any other breaches of the Credit Agreement or Forbearance Agreement.

Please govern yourself accordingly.

Yours truly,



John N. Birch

JNB/ph

cc: Sean Zweig and Richard Orzy, Bennett Jones LLP  
Client



**Schedule "A"**

**CURRENT OUTSTANDING AMOUNT**

The Current Outstanding Amount is, as at July 26, 2013:

Principal	USD \$11,993,463.15
Interest	USD \$106,791.11
Total	USD \$12,100,254.26

*Per diem* interest on the Current Outstanding Amount is USD\$4,143.92. In the event that the Current Outstanding Amount plus accrued interest is not paid by August 6, 2013, default interest of 18% per annum will accrue in accordance with section 5.5 of the Credit Agreement and a different *per diem* amount will be payable. The *per diem* interest calculation also does not reflect the fact that overdue interest is compounded on each Interest Payment Date (as defined in the Credit Agreement). If you require pay-out details as of any specific date, please contact us for an updated calculation.

The accruing legal fees and costs associated with the calling of the loan and of the enforcement shall be included in the Current Outstanding Amount as incurred.

**NOTICE OF INTENTION TO ENFORCE SECURITY  
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*  
SECTION 244**

**TO:** Tamerlane Ventures Inc.  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Tamerlane Ventures USA, Inc.  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Pine Point Holding Corp.  
c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**TAKE NOTICE THAT:**

1. Global Resource Fund ("Global"), a creditor, intends to enforce its security over Tamerlane Ventures Inc. ("Tamerlane"), Pine Point Holding Corp. ("Pine Point") and Tamerlane Ventures USA, Inc. ("Tamerlane USA").
2. The debt and security that is to be enforced is in the form of the following:
  - a. a Credit Agreement between the Global and Tamerlane dated December 16, 2010, as subsequently amended by the First Amending Agreement dated June 30, 2011 and the Second Amending Agreement dated July 29, 2011;
  - b. a General Security Agreement dated December 16, 2010 executed by Tamerlane in favour of Global;
  - c. a Securities Pledge Agreement executed by Tamerlane on December 16, 2010;
  - d. a Forbearance Agreement between Tamerlane and Global dated December 31, 2012 as subsequently amended by the Amending Agreement First Amendment to Forbearance Agreement dated June 10, 2013;
  - e. a General Security Agreement dated July 29, 2011 executed by Pine Point;
  - f. a Guarantee dated July 29, 2011 signed by Pine Point;

- 2 -

- g. a Guarantee dated December 16, 2010 signed by Tamerlane USA; and
- h. a Security Agreement dated December 15, 2010 signed by Tamerlane USA
3. The total amount of indebtedness as at July 26, 2013 is USD \$12,100,254.26, as set out in the chart below, plus expenses of realization.

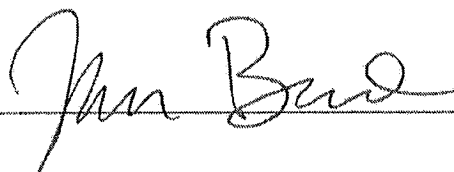
Principal	USD \$11,993,463.15
Interest	USD \$106,791.11
Total	USD \$12,100,254.26

4. Global will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice, unless Tamerlane consents to an earlier enforcement.

DATED at Toronto, this 26th day of July, 2013.

**GLOBAL RESOURCE FUND  
BY ITS SOLICITORS,  
CASSELS BROCK & BLACKWELL LLP**

Per:



A handwritten signature in cursive script, appearing to read "Ian Baird", is written over a horizontal line.

PERSONAL PROPERTY SECURITY ACT (ONTARIO)  
SECTION 63

NOTICE OF INTENTION TO DISPOSE

**TO: TAMERLANE VENTURES INC.**

441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Tamerlane Ventures USA, Inc. ("Tamerlane USA")

c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Pine Point Holding Corp. ("Pine Point")

c/o Margaret M. Kent  
441 Peace Portal Drive  
Blaine, WA 98230  
USA

**AND TO:** Each of the persons listed in the attached Schedule "A"

**TAKE NOTICE THAT:**

1. Global Resource Fund ("Global") has made certain loans to Tamerlane Ventures Inc. ("Tamerlane") pursuant to a credit agreement dated December 16, 2010 as subsequently amended by the First Amending Agreement dated June 30, 2011 and the Second Amending Agreement dated July 29, 2011, (collectively, the "Credit Agreement"). Tamerlane, Tamerlane USA, and Pine Point have given security to Global, including by way of the following agreements (collectively, the "Security Agreements"):

- a. the Credit Agreement;
- b. a General Security Agreement dated December 16, 2010 executed by Tamerlane in favour of Global;
- c. a Securities Pledge Agreement executed by Tamerlane on December 16, 2010;
- d. a Forbearance Agreement between Tamerlane and Global dated December 31, 2012 as subsequently amended by the Amending Agreement First Amendment to Forbearance Agreement dated June 10, 2013 (collectively, the "Forbearance Agreement");
- e. a General Security Agreement dated July 29, 2011 executed by Pine Point;

- f. a Guarantee dated July 29, 2011 signed by Pine Point;
- g. a Guarantee dated December 16, 2010 signed by Tamerlane USA; and
- h. a Security Agreement dated December 15, 2010 signed by Tamerlane USA

2. Pursuant to the Security Agreements, Tamerlane, Tamerlane USA, and Pine Point (collectively, the "Debtors") granted a security interest (the "**Security Interest**") in their property consisting of all their present and after acquired property (collectively, the "**Security**")

3. Pursuant to the Security Agreements, interest on the principal sum and interest on overdue interest, both before and after maturity, default, and judgment, is owed at the rate of 18% per annum calculated and payable monthly. Payment and interest on the payment was due on July 25, 2013.

4. Tamerlane has failed to pay the amounts owing to Global when due and therefore Global has enforced its security against the Debtors. As part of the enforcement of his security, Global is pursuing its rights against the Security, including by collecting the amounts owing under the Security Agreements.

5. The amount (the "**Current Outstanding Amount**") presently required to satisfy the indebtedness is set out in the attached Schedule "B".

6. Upon payment of the Current Outstanding Amount plus accrued interest and costs as provided for in the Security, together with additional interest and the expenses actually incurred to the date of payment, you may redeem the Security as it exists on the date of payment. Unless these amounts are paid, the Security will be disposed of and the Debtors will be liable for any deficiency. This notice constitutes a demand to pay.

4. Upon receipt of payment, the payor will be credited with any rebates or allowances to which the Debtors are entitled by law or under the Security.

5. Unless the Security is first redeemed, the Secured Assets will be disposed of by private disposition after August 20, 2013.

6. Global reserves the right to dispose of any or all of the Security prior to the expiry of this notice in any circumstances where the *Personal Property Security Act* (Ontario) permits a disposition without notice.

Dated at Toronto this 26<sup>th</sup> day of July, 2013.

GLOBAL RESOURCE FUND by its  
solicitors, CASSELS BROCK &  
BLACKWELL LLP

per: \_\_\_\_\_





## Schedule "A"

National Bank of Canada  
555 Burrard Street, Suite 200,  
Vancouver, B.C. V7X 1M7

## Schedule "B"

## CURRENT OUTSTANDING AMOUNT

The Current Outstanding Amount is, as at July 26, 2013:

Principal		USD \$11,993,463.15
Interest		USD \$106,791.11
Total		USD \$12,100,254.26

*Per diem* interest on the Current Outstanding Amount is USD\$4,143.92. In the event that the Current Outstanding Amount plus accrued interest is not paid by August 6, 2013, default interest of 18% per annum will accrue in accordance with section 5.5 of the Credit Agreement and a different *per diem* amount will be payable. The *per diem* interest calculation also does not reflect the fact that overdue interest is compounded on each Interest Payment Date (as defined in the Credit Agreement). If you require pay-out details as of any specific date, please contact us for an updated calculation.

The accruing legal fees and costs associated with the calling of the loan and of the enforcement shall be included in the Current Outstanding Amount as incurred.

# Tab L

**AMENDING AGREEMENT  
SECOND AMENDMENT TO THE FORBEARANCE AGREEMENT**

THIS IS EXHIBIT   L   ATTACHED

This Amending Agreement is made as of the 22<sup>nd</sup> day of August, 2013 ~~TO THE AFFIDAVIT OF~~

BETWEEN:

**TAMERLANE VENTURES INC. (the "Borrower")**

- and -

**PINE POINT HOLDING CORP. ("Pine Point") and TAMERLANE VENTURES USA, INC. ("Tamerlane USA")**

- and -

**GLOBAL RESOURCE FUND (the "Lender")**

Margaret M. Kent  
SWORN August 22, 2013

\_\_\_\_\_  
A COMMISSIONER

**RECITALS:**

- (A) The Borrower entered into a credit agreement with the Lender on December 16, 2010, which was amended by the First Amending Agreement dated June 30, 2011 and the Second Amending Agreement dated July 29, 2011 (as such agreement has been amended, restated or otherwise modified from time to time, including those amendments made pursuant to the Forbearance Agreement (as defined below), the "**Credit Agreement**").
- (B) Pine Point and Tamerlane USA (collectively with the Borrower, the "**Obligors**") have guaranteed the Borrower's obligations under the Credit Agreement.
- (C) Certain Events of Default (as defined in the Credit Agreement) occurred in September 2012, and as a result the Obligors and the Lender entered into a Forbearance Agreement dated December 31, 2012 (the "**First Forbearance Agreement**") which provided, among other things, for certain amendments to the Credit Agreement.
- (D) Certain further Events of Default occurred in March 2013 and May 2013, and as a result the Obligors and the Lender entered into an Amending Agreement dated June 10, 2013 (the "**Second Forbearance Agreement**", together with the First Forbearance Agreement, the "**Forbearance Agreements**") which provided, among other things, for certain amendments to the Credit Agreement and the First Forbearance Agreement.
- (E) The Borrower failed to pay interest in the amount of USD\$127,327.86 that was due on July 25, 2013 (the "**July Interest Payment**"), and has not complied with certain other terms of the Credit Agreement and the Forbearance Agreements and such events continue to be Events of Default under the Credit Agreement and the Forbearance Agreements (the "**Existing Defaults**").
- (F) In light of the Existing Defaults, on July 26, 2013, the Lender delivered to the Obligors a demand letter ("**July 26 Demand**") declaring all of the Obligations (as defined in the Credit Agreement) to be immediately due and payable with interest and demanding payment in full of the outstanding Obligations by no later August 6, 2013 (the "**Payment Deadline**"). Enclosed with the July 26 Demand were a notice of intention to enforce security ("**NITES**") in accordance with section 244 of the *Bankruptcy and Insolvency Act*

and a notice of intention to dispose collateral pursuant to section 63 of the *Personal Property Security Act* (Ontario) ("**PPSA Notice**").

- (G) On August 1, 2013, at the request of the Obligors, the Lender agreed to an extension of the Payment Deadline from August 6, 2013 to August 9, 2013 ("**First Extension**").
- (H) On August 7, 2013, at the request of the Obligors, the Lender agreed to a further extension of the Payment Deadline from August 9, 2013 to August 14, 2013 ("**Second Extension**").
- (I) On August 13, 2013, at the request of the Obligors, the Lender agreed to a further extension of the Payment Deadline from August 14, 2013 to August 16, 2013 ("**Third Extension**").
- (J) On August 15, 2013, at the request of the Obligors, the Lender agreed to a further extension of the Payment Deadline from August 16, 2013 to August 21, 2013 ("**Fourth Extension**").
- (K) On August 20, 2013, at the request of the Obligors, the Lender agreed to a further extension of the Payment Deadline from August 21, 2013 to August 23, 2013 ("**Fifth Extension**", together with the First Extension, the Second Extension, the Third Extension, and the Fourth Extension, the "**Extensions**").
- (L) Pursuant to the Credit Agreement and the security provided in connection therewith, the Lender had the right, subject to applicable laws, to exercise various remedies with respect to the Existing Defaults, including seeking the appointment of a receiver.
- (M) The Obligors wished to avoid the appointment of a receiver in the hopes of completing one or more transactions involving a financing, sale of assets, or combination of the foregoing, on terms more favourable than the Obligors anticipate would result if a receiver were appointed and to this end the Obligors and the Lender have agreed to negotiate an agreement to permit an application under the *Companies' Creditors Arrangement Act* (the "**CCA Proceedings**") to proceed on consent.

**NOW THEREFORE** in consideration of the covenants and agreements contained in this Amending Agreement, the Parties agree as follows:

1. **Definitions**

Except as amended by this Amending Agreement, all terms used in this Amending Agreement without definition, which are used in the Credit Agreement or the Forbearance Agreement, shall have the meanings attributed to them in such documents.

2. **Lender Forbearance and CCAA Consent**

In consideration of and subject to the terms of this Amending Agreement, the Lender agrees to forbear for the period of the Forbearance Period (defined below) from exercising its rights in respect of the Credit Agreement and the Forbearance Agreement and will consent to the Borrower and Pine Point (together, the "**CCAA Applicants**") commencing the CCAA Proceedings on terms of an Initial Order substantially in the form attached hereto at Schedule "A" (the "**Initial Order**") for purpose of the CCAA Applicants retaining PricewaterhouseCoopers Corporate Finance Inc., as financial advisor, on terms satisfactory to the Lender, to conduct (under the oversight of the court-appointed monitor appointed in the CCAA Proceedings) a sales and solicitation process acceptable to the Lender with a view to repaying all obligations owing to the Lender in full and restructuring the affairs of the Obligors (the "**Lender's Forbearance and CCAA Consent**").

The lender will further support the CCAA Proceedings through (A) the provision of debtor-in-possession financing not to exceed USD\$978,571 on terms substantially in the form attached hereto as Schedule "B", which shall be approved by the Court in the CCAA Proceedings (the "**DIP Facility**"), and (B) consenting to extensions of the Stay Period (as defined in the Initial Order) until the earlier of (i) January 7, 2014 (or such later date as may be agreed to in writing by the Lender in its sole discretion) and (ii) the occurrence of an Event of Default (as defined in the DIP Facility terms) which, if applicable, has not been remedied within the time required by the terms of the DIP Facility.

The Lender's forbearance herein will automatically expire, without the requirement of further notice to the Obligors, on the earlier of (i) January 7, 2014 (or such later date as may be agreed to in writing by the Lender in its sole discretion) and (ii) the occurrence of an Event of Default (as defined in the DIP Facility terms) which, if applicable, has not been remedied within the time required by the terms of the DIP Facility (the "**Forbearance Period**").

3. **Forbearance Fee**

In consideration for the Lender (i) agreeing to the Extensions and (ii) entering into this Amending Agreement, including providing the Lender's Forbearance and CCAA Consent, the Obligors agree to pay to the Lender a fee equal to USD\$770,000 (the "**Forbearance Fee**"). The Obligors acknowledge that the Forbearance Fee is fully earned as of the date hereof and shall be "capitalized" and satisfied by the addition of such amount to the principal amount of the Advances.

4. **Acknowledgement of Advances**

The Obligors acknowledge that the total amount of the Obligations, including the Forbearance Fee, as of the date hereof is USD\$13,277,337.23 and such amount continues to accrue interest at the rate of 18% per annum in accordance with the terms of the Credit Agreement.

**5. Additional Acknowledgements and Covenants**

Each of the Obligors jointly and severally acknowledges and irrevocably and unconditionally agrees that:

- (a) all facts, as set out in the recitals to this Amending Agreement are true and correct, and are incorporated herein as if restated, and form an integral part of the inducement for the Lender to enter into this Amending Agreement;
- (b) this Amending Agreement is deemed a "Credit Document" and any breach or failure of the strict performance of the terms of this Amending Agreement will be an Event of Default under the Credit Documents;
- (c) Unless the Lender agrees otherwise in writing, the Obligors shall not refuse to accept and complete, or otherwise take steps to impede, a sale of the Los Pinos property that will result in net proceeds to the Obligors (for the benefit of their creditors) of an amount to be confirmed between the Obligors and the Lender in a side agreement . The completion of such sale shall be subject to the approval of the Lender and the Court; and
- (d) Concurrent with the execution of this Amending Agreement, the Obligors shall execute and deliver to the Lender an irrevocable consent, in the form attached hereto at Schedule "C", to the immediate appointment of a receiver in respect of the CCAA Applicants to be used by the Lender, in its discretion, upon the expiry of the Forbearance Period unless all obligations then owing to the Lender (including without limitation in respect of the DIP Facility) have been paid in full prior to such date. The Obligors shall not, directly or indirectly, oppose the appointment of such receiver.

**6. Supplemental**

This Amending Agreement is supplemental to and amends the Credit Agreement and Forbearance Agreement. The Credit Agreement and Forbearance Agreement shall henceforth be read in conjunction with, as amended by, this Amending Agreement, and the Credit Agreement, the Forbearance Agreement.

**7. Credit Agreement and Forbearance Agreement Remains in Effect**

Each of the parties acknowledges that, except as specifically amended or supplemented by the provisions of this Amending Agreement, the Credit Agreement and the Forbearance Agreement and each of the other Credit Documents to which each is a party remain in full force and effect un-amended and enforceable against the Obligors in accordance with their respective terms.

**8. Confirmation Regarding Security**

The Obligors each hereby jointly and severally confirm, notwithstanding all other terms and conditions of this Amending Agreement, that the Security, including all guarantees, executed and delivered by them continues at all times to be legal, valid, binding and enforceable in accordance with the terms and conditions thereof, and continues to stand

as good, valid and enforceable security pledged in support of all of the Obligations now or hereafter outstanding, whatsoever and howsoever incurred, to the Lender.

9. **Further Assurances**

The Obligors agree to do, execute, deliver or cause to be done, executed and delivered, all such further acts, deeds, assurances, and things as may reasonably be required for more effectually implementing and carrying out the provisions of the Credit Agreement, the Forbearance Agreement and this Amending Agreement.

10. **Governing Law**

The parties agree that this Amending Agreement is governed by and is to be 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 under the laws of any jurisdiction where property or assets of the Obligors may be found.

11. **Counterparts**


This Amending Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together is deemed to be an original and all of which taken together is deemed to constitute one and the same instrument. It is not necessary in making proof of this Amending Agreement to produce or account for more than one such counterpart executed by each party.

**[rest of page intentionally left blank; signatures on the next page]**




IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first written above.


**TAMERLANE VENTURES INC.**

Per:   
Name: Margaret Kent  
Title: Exec. Chair  
I/We have authority to bind the Corporation


**TAMERLANE VENTURES USA, INC.**

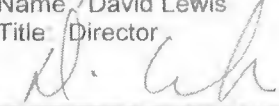
Per:   
Name: Margaret Kent  
Title: Director  
I/We have authority to bind the Corporation

**PINE POINT HOLDING CORP.**

Per:   
Name: Margaret Kent  
Title: Director  
I/We have authority to bind the Corporation

**GLOBAL RESOURCE FUND by its Manager  
RENVEST MERCANTILE BANCORP INC.**

Per:   
Name: David Lewis  
Title: Director

Per:   
Name: Daniel Cohen  
Title: Vice President and General  
Counsel

I/We have authority to bind the Corporation

**Schedule A – Form of Initial Order**

See attached.

**Schedule B – Form of DIP Term Sheet**

See attached.

**Schedule C – Form of Irrevocable Consent**

See attached.

# **Tab M**

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 8/21/2013  
File Currency Date: 08/20/2013  
Family(ies): 2  
Page(s): 5

SEARCH : Business Debtor : TAMERLANE VENTURES INC.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

THIS IS EXHIBIT   M   ATTACHED  
TO THE AFFIDAVIT OF  
  Margaret M. Kent    
SWORN   August 22, 2013  

\_\_\_\_\_  
A COMMISSIONER

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 8/21/2013  
File Currency Date: 08/20/2013  
Family(ies): 2  
Page(s): 5

SEARCH : Business Debtor : TAMERLANE VENTURES INC.

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 5  
SEARCH : BD : TAMERLANE VENTURES INC.

00 FILE NUMBER : 666578034 EXPIRY DATE : 15DEC 2013 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20101215 1132 1590 3622 REG TYP: P PPSA REG PERIOD: 3  
02 IND DOB : IND NAME:  
03 BUS NAME: TAMERLANE VENTURES INC.

OCN :  
04 ADDRESS : 1609 BROADWAY ST., SUITE 203  
CITY : BELLINGHAM PROV: WA POSTAL CODE: 98225  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
GLOBAL RESOURCE FUND C/O RENVEST MERCANTILE BANCORP INC.

09 ADDRESS : 80 RICHMOND STREET WEST, SUITE 1700  
CITY : TORONTO PROV: ON POSTAL CODE: M5H 2A4  
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GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
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GENERAL COLLATERAL DESCRIPTION

16 AGENT: LANG MICHENER LLP - TORONTO(SS)  
17 ADDRESS : 181 BAY STREET, SUITE 2500  
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T7



FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 5

SEARCH : BD : TAMERLANE VENTURES INC.

00 FILE NUMBER : 689409135 EXPIRY DATE : 13AUG 2018 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 004 MV SCHEDULE ATTACHED :  
 REG NUM : 20130813 0931 1862 1832 REG TYP: P PPSA REG PERIOD: 5

02 IND DOB : IND NAME:  
 03 BUS NAME: TAMERLANE VENTURES INC.

OCN :

04 ADDRESS : 181 BAY STREET, SUITE 4400  
 CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

05 IND DOB : IND NAME:  
 06 BUS NAME: PINE POINT HOLDING CORP.

OCN :

07 ADDRESS : 181 BAY STREET, SUITE 4400  
 CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

08 SECURED PARTY/LIEN CLAIMANT :

BENNETT JONES LLP

09 ADDRESS : 3400 ONE FIRST CANADIAN PLACE, P.O. BOX  
 CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: BENNETT JONES LLP (KD/TT)

17 ADDRESS : 3400, 1 FIRST CANADIAN PLACE, PO BOX 130  
 CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4

FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 5

SEARCH : BD : TAMERLANE VENTURES INC.

00 FILE NUMBER : 689409135 EXPIRY DATE : 13AUG 2018 STATUS :  
 01 CAUTION FILING : PAGE : 002 OF 004 MV SCHEDULE ATTACHED :  
 REG NUM : 20130813 0931 1862 1832 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

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04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : 130

CITY :

PROV:

POSTAL CODE:

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GOODS INVTRY. EQUIP ACCTS OTHER INCL

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 2 OF 2 ENQUIRY PAGE : 4 OF 5

SEARCH : BD : TAMERLANE VENTURES INC.

00 FILE NUMBER : 689409135 EXPIRY DATE : 13AUG 2018 STATUS :  
 01 CAUTION FILING : PAGE : 003 OF 004 MV SCHEDULE ATTACHED :  
 REG NUM : 20130813 0931 1862 1832 REG TYP: REG PERIOD:

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 03 BUS NAME:

OCN :

04 ADDRESS :  
 CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 DUFF & PHELPS CANADA RESTRUCTURING INC.

09 ADDRESS : 333 BAY STREET, 14TH FLOOR  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 2R2  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

FAMILY : 2 OF 2 ENQUIRY PAGE : 5 OF 5

SEARCH : BD : TAMERLANE VENTURES INC.

00 FILE NUMBER : 689409135 EXPIRY DATE : 13AUG 2018 STATUS :  
 01 CAUTION FILING : PAGE : 004 OF 004 MV SCHEDULE ATTACHED :  
 REG NUM : 20130813 0931 1862 1832 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

GOODMANS LLP

09 ADDRESS : 333 BAY STREET, SUITE 3400

CITY : TORONTO PROV: ON POSTAL CODE: M5H 2S7

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 8/21/2013  
File Currency Date: 08/20/2013  
Family(ies): 2  
Page(s): 5

SEARCH : Business Debtor : PINE POINT HOLDING CORP.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 8/21/2013  
File Currency Date: 08/20/2013  
Family(ies): 2  
Page(s): 5

SEARCH : Business Debtor : PINE POINT HOLDING CORP.

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 5  
SEARCH : BD : PINE POINT HOLDING CORP.

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REG NUM : 20110728 1419 1590 5804 REG TYP: P PPSA REG PERIOD: 3  
02 IND DOB : IND NAME:  
03 BUS NAME: PINE POINT HOLDING CORP.

OCN :

04 ADDRESS : 1609 BROADWAY ST., SUITE 203  
CITY : BELLINGHAM PROV: WA POSTAL CODE: 98225

05 IND DOB : IND NAME:  
06 BUS NAME: PINE POINT HOLDING CORP.

OCN :

07 ADDRESS : 181 BAY STREET, SUITE 4400  
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

08 SECURED PARTY/LIEN CLAIMANT :

GLOBAL RESOURCE FUND C/O RENVEST MERCANTILE BANCORP INC.

09 ADDRESS : 80 RICHMOND STREET WEST, SUITE 1700

CITY : TORONTO PROV: ON POSTAL CODE: M5H 2A4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: MCMILLAN LLP (MS/JS/72308-16)

17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE  
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 5  
 SEARCH : BD : PINE POINT HOLDING CORP.

00 FILE NUMBER : 689409135 EXPIRY DATE : 13AUG 2018 STATUS :  
 01 CAUTION FILING : PAGE : 001 OF 004 MV SCHEDULE ATTACHED :  
 REG NUM : 20130813 0931 1862 1832 REG TYP: P PPSA REG PERIOD: 5

02 IND DOB : IND NAME:  
 03 BUS NAME: TAMERLANE VENTURES INC.

OCN :

04 ADDRESS : 181 BAY STREET, SUITE 4400  
 CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

05 IND DOB : IND NAME:  
 06 BUS NAME: PINE POINT HOLDING CORP.

OCN :

07 ADDRESS : 181 BAY STREET, SUITE 4400  
 CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

08 SECURED PARTY/LIEN CLAIMANT :

BENNETT JONES LLP

09 ADDRESS : 3400 ONE FIRST CANADIAN PLACE, P.O. BOX

CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: BENNETT JONES LLP (KD/TT)

17 ADDRESS : 3400, 1 FIRST CANADIAN PLACE, PO BOX 130

CITY : TORONTO PROV: ON POSTAL CODE: M5X 1A4

FAMILY : 2 OF 2  
 SEARCH : BD : PINE POINT HOLDING CORP.

ENQUIRY PAGE : 3 OF 5

00 FILE NUMBER : 689409135 EXPIRY DATE : 13AUG 2018 STATUS :  
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 REG NUM : 20130813 0931 1862 1832 REG TYP: REG PERIOD:  
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07 ADDRESS :  
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08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : 130  
 CITY : PROV: POSTAL CODE:  
 CONS. MV DATE OF OR NO FIXED  
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16 AGENT:

17 ADDRESS :  
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FAMILY : 2 OF 2 ENQUIRY PAGE : 4 OF 5  
 SEARCH : BD : PINE POINT HOLDING CORP.

00 FILE NUMBER ; 689409135 EXPIRY DATE ; 13AUG 2018 STATUS ;  
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 REG NUM ; 20130813 0931 1862 1832 REG TYP; REG PERIOD:  
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04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 DUFF & PHELPS CANADA RESTRUCTURING INC.

09 ADDRESS : 333 BAY STREET, 14TH FLOOR  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 2R2  
 CONS. MV DATE OF OR NO FIXED  
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10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

FAMILY : 2 OF 2 ENQUIRY PAGE : 5 OF 5

SEARCH : BD : PINE POINT HOLDING CORP.

00 FILE NUMBER : 689409135 EXPIRY DATE : 13AUG 2018 STATUS :  
 01 CAUTION FILING : PAGE : 004 OF 004 MV SCHEDULE ATTACHED :  
 REG NUM : 20130813 0931 1862 1832 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:  
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04 ADDRESS :  
 CITY : PROV: POSTAL CODE:  
 05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

GOODMANS LLP

09 ADDRESS : 333 BAY STREET, SUITE 3400  
 CITY : TORONTO PROV: ON POSTAL CODE: M5H 2S7  
 CONS. MV DATE OF OR NO FIXED  
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
 CITY : PROV: POSTAL CODE:

**Tab N**

## Sale and Investment Solicitation Process

### Purpose

1. The purpose of the Sale and Investment Solicitation Process ("SISP") is to identify one or more financiers or purchasers of and investors in the Applicants' business with a completion date of a transaction or transactions no later than January 7, 2014.

### Defined Terms

2. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Order granted by the Ontario Superior Court of Justice (the "Court") on August 23, 2013 (the "**Initial Order**") in respect of the Applicants' proceedings commenced under the CCAA.

### SISP Procedures

3. The Financial Advisor, with the assistance of the Applicants and the Monitor (collectively, the "**SISP Team**"), will compile a listing of prospective financiers, investors and purchasers (together with others expressing an interest in the business, assets or property of the Applicants, "**Interested Parties**"). The Financial Advisor will make best efforts to contact all parties identified in the list as well as any additional parties that the SISP Team believes could be a potential financier, investor or purchaser.
4. The Financial Advisor, with the oversight of the Monitor (who will assist and monitor the process), will conduct a financing, investor and sale solicitation process whereby Interested Parties will have the opportunity to submit offers to finance the Applicants, to purchase some or all of the Applicants' Property or to make an investment in the Applicants. Input from the Secured Lender will be considered by the Financial Advisor and the Monitor.
5. The SISP Team will determine whether the SISP should include newspaper or other advertising directed at Interested Parties and, if so determined, shall cause a notice of the SISP to be published expeditiously, as determined by the Financial Advisor (in consultation with the Monitor).

THIS IS EXHIBIT N ATTACHED  
 TO THE AFFIDAVIT OF  
Margaret M. Kund  
 SWORN August 22, 2013

6. As soon as possible after the date of the Initial Order, the Financial Advisor will distribute to Interested Parties an interest solicitation letter detailing this opportunity. A form of confidentiality agreement ("CA") will be attached to the interest solicitation letter that Interested Persons will be required to sign in order to gain access to confidential information and to commence performing due diligence (each Interested Party who signs a CA being referred to herein as, a "**Prospective Offeror**"). Those parties who have already executed a confidentiality agreement with the Applicants (also a "CA" for the purposes hereof) may not be required to execute a new confidentiality agreement. All CAs shall enure to the benefit of any purchaser of the Applicants' business.
7. The Financial Advisor, with the assistance and oversight of the Monitor, may provide an investment overview document to Prospective Offerors. The document would provide an overview of the Applicants' business, assets and prospects that may be of interest to prospective buyers or investors.
8. A chart summarizing important target dates for the SISP is set out below:

<b>Sale and Investment Solicitation Process</b>	<b>Date</b>
Court Approval of SISP	August 23, 2013
Begin Marketing to Interested Parties	August 23, 2013
Receipt of Non-Binding Letters of Intent	October 22, 2013
Receipt of Offers	November 22, 2013
Clarification of offers and re-submission, if applicable	between November 22, 2013 and December 6, 2013
Execution of Binding Agreement (Financing Agreement, APA, etc.)	December 16, 2013
Court approval of Transaction(s)	as soon as practicable following execution of binding agreement
Closing(s)	as soon as practicable following Court approval of transaction(s)

9. At any time during the SISP, any party may, upon reasonable prior notice to the service list, apply to the Court for advice and directions with respect to the discharge of its power and duties hereunder.

**Non-Binding LOIs**

10. The Financial Advisor shall seek non-binding letters of intent (each an "LOI") from Interested Parties in accordance with the target date above that include:
  - (a) the identity of the offeror;
  - (b) an indication of the proposed financing, investment terms or purchase price for assets;
  - (c) any anticipated regulatory and other approvals required to close the proposed transaction and the anticipated time frame and any anticipated impediments for obtaining any such approvals;
  - (d) a timeline to closing with critical milestones;
  - (e) such form of financial disclosure and credit-quality support or enhancement that will allow the SISP Team to make a reasonable determination as to the offeror's financial and other capabilities to consummate the proposed transaction; and
  - (f) such other information reasonably requested by the Financial Advisor, in consultation with the Applicants, the Monitor, and the Secured Lender.
  
11. The SISP Team, in consultation with the Secured Lender, will evaluate the LOIs based on, among other things, the ability of the offeror to complete due diligence and conclude a transaction within the target time frame set out herein. To the extent that the SISP Team determines to pursue a transaction with any Interested Party that submitted an LOI, the SISP Team will provide such Interested Party with access to additional information on the business and the Property, including access to an online data room and an opportunity to meet with senior management of the Applicants, together with the Financial Advisor, and the Monitor if so requested by the Monitor.

### Submissions of Offers

12. The Financial Advisor shall seek offers from Interested Parties in accordance with the target date above that:
- (a) provide the identity of the offeror, evidence of corporate authority and proof of such offeror's financial ability to perform the proposed transaction to the satisfaction of the SISP Team, acting reasonably;
  - (c) are in the form of a binding offer capable of acceptance, irrevocable for a period of 10 Business Days;
  - (d) are accompanied by a refundable cash deposit in the form of a wire transfer (to a bank account specified by the Monitor) or such other form of deposit as is acceptable to the Monitor, payable to the order of the Monitor, in trust (the "**Deposit**"), in an amount and on terms acceptable to the SISP Team;
  - (e) in the case of a proposed purchase of the Applicants' Property, includes the following: an acknowledgement and representation that the offeror: (a) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (b) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement;
  - (f) in the case of an investment in the Applicants' business, includes the following: an acknowledgement and representation that the offeror: (a) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid; and (b) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of the

Applicants or the completeness of any information provided in connection therewith, except as expressly stated in the investment agreement; and

(g) states any conditions to closing.

13. The SISP Team, in consultation with the Secured Lender, will evaluate the offers based on, among other things, the ability of the offeror to conclude a transaction within the target time frame set out herein. The Financial Advisor, in consultation and working with the Monitor and the Applicants, may seek clarifications with respect to any offers.

### **Post-Offer Procedure**

14. If one or more offers are received, the Applicants, in consultation with the Financial Advisor, the Monitor, and the Secured Lender, may choose to:
- (a) subject to paragraph 15 below, accept one (or more if for distinct transactions) offer(s) (the "**Successful Offer**") and the offeror(s) making the Successful Offer(s) being a "**Successful Offeror**") and take such steps as are necessary to finalize and complete an agreement for the Successful Offer(s) with the Successful Offeror(s); or
  - (b) continue negotiations with a selected number of offerors (collectively, "**Selected Offerors**") with a view to finalizing one (or more if for distinct transactions) agreement(s) with one or more Selected Offerors.
15. The SISP Team shall be under no obligation to accept the highest or best offer or any offer and the selection of the Selected Offers and the Successful Offer(s) shall, subject to the following sentence, be entirely in the discretion of the SISP Team, after consultation with the Secured Lender. For greater certainty, the Secured Lender's prior written approval is required prior to acceptance of any Successful Offer unless it is evident in the opinion of the Secured Lender, acting reasonably, that such Successful Offer shall generate proceeds sufficient to repay by the Outside Date (as defined in the Initial Order) both (i) all outstanding indebtedness of the Secured Lender (including



principal, interest, fees, and costs) (the “**Secured Lender Debt**”) in full and (ii) all outstanding indebtedness ranking in priority to the Secured Lender Debt including, without limitation, amounts secured by the Administration Charge, the Financial Advisor Charge, the DIP Lender’s Charge, and the Directors’ Charge (all as defined in the Initial Order).

### **Other Terms**

16. If a Successful Offeror breaches its obligations under the terms of its offer, its Deposit shall be forfeited to the Applicants as liquidated damages and not as a penalty.
17. The Applicants will apply to the Court (the "**Approval Motion**") for an order approving the Successful Offer(s) and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Offer(s) and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Offer(s).
18. The Approval Motion will be held on a date to be scheduled by the Court, which will be sought as expeditiously as possible by the Applicants. The Approval Motion may only be adjourned or rescheduled by the Applicants or the Monitor with the consent of the Secured Lender.
19. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Offer.
20. The setting of target dates is not intended to preclude the continuation of the SISP with respect to any Interested Parties, or preclude a particular Interested Party from being considered by the SISP Team with respect to a transaction.
21. The SISP Team shall provide the Secured Lender with copies of all LOIs and offers (including Successful Offers), including any amended versions thereof, along with any

summaries of same prepared by the Financial Advisor or Monitor, forthwith upon receipt.

# Tab 0

Tamerslane Ventures Inc. and Pine Point Holding Corp.  
 Projected Statement of Cash Flow  
 For the period August 18, 2013 to January 5, 2014  
 (\$C; unaffiliated)

Note	Week Ending																	Total				
	25-Aug-13	1-Sep-13	8-Sep-13	15-Sep-13	22-Sep-13	29-Sep-13	6-Oct-13	13-Oct-13	20-Oct-13	27-Oct-13	3-Nov-13	10-Nov-13	17-Nov-13	24-Nov-13	1-Dec-13	8-Dec-13	15-Dec-13		22-Dec-13	29-Dec-13	5-Jan-14	
Receipts																						
Financing	3	300,000	-	75,000	-	150,000	-	100,000	-	100,000	-	75,000	-	-	75,000	-	75,000	-	75,000	-	47,500	27,693
Disbursements																						
Tamerslane Ventures USA, Inc.	4																					
Management fees	4.1	6,760	31,260	5,463	1,760	1,760	51,260	3,563	1,760	1,760	55,063	1,760	1,760	1,760	55,063	560	560	560	4,363	50,660	300,717	
Office	4.2	8,814	1,045	45	4,133	280	5,145	945	3,483	3,555	5,045	1,045	325	555	5,000	1,045	325	555	-	6,325	-	47,663
Office	4.3	6,199	120	5,928	740	1,656	-	4,544	1,449	525	-	752	4,435	1,191	-	3,912	1,470	1,191	-	-	3,792	37,905
Due diligence	5	-	-	25,000	-	-	-	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000
Lease Pines	6	15,000	-	7,500	-	-	-	7,500	-	-	-	7,500	-	-	-	-	-	-	-	-	-	37,500
Pine Point lease claims	7	18,448	-	-	-	-	-	-	-	4,526	-	-	-	-	-	-	-	-	-	-	-	22,966
Shareholder services	8	11,297	477	-	-	-	-	477	-	-	477	-	-	-	477	-	-	-	-	-	477	13,684
Total disbursements		66,510	32,002	41,037	6,633	3,696	56,405	36,530	14,192	5,840	11,331	57,338	14,020	3,306	6,760	60,498	2,355	2,306	560	10,688	54,329	310,436
Net cash flow before the undernoted		233,490	(32,902)	30,963	(6,633)	146,304	(56,405)	63,470	13,501	(6,840)	88,669	(57,338)	(60,980)	(8,306)	(6,760)	14,502	(2,355)	(2,306)	54,440	(10,688)	(6,829)	514,757
Professional fees																						
Professional fees	9	52,500	32,500	12,500	7,500	30,000	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	30,000	30,000	30,000	30,836		338,356
Financial Advisor fees	10	-	60,000	-	-	60,000	-	-	-	60,000	-	-	-	-	-	-	-	-	-	-	-	180,000
Total professional fees		52,500	92,500	12,500	7,500	90,000	7,500	7,500	7,500	67,500	7,500	7,500	7,500	7,500	7,500	7,500	30,000	30,000	30,000	30,836		518,356
Net cash flow		180,990	(145,402)	18,463	(14,133)	116,304	(123,905)	55,970	-6,601	(13,340)	21,169	(64,838)	53,480	(11,006)	(14,260)	7,002	(9,855)	(32,306)	44,440	(40,688)	(37,685)	(3,999)
Opening bank balance	11	3,999	184,589	30,187	57,651	43,518	159,822	35,917	91,887	97,888	84,548	105,717	40,819	94,259	83,353	69,093	76,095	66,240	33,934	78,374	37,683	3,999
Net cash flow		180,990	(145,402)	18,463	(14,133)	116,304	(123,905)	55,970	-6,601	(13,340)	21,169	(64,838)	53,480	(11,006)	(14,260)	7,002	(9,855)	(32,306)	44,440	(40,688)	(37,685)	(3,999)
Ending bank balance		184,589	39,187	57,651	43,518	159,822	35,917	91,887	97,888	84,548	105,717	40,819	94,259	83,353	69,093	76,095	66,240	33,934	78,374	37,683	-	-

The above financial projections are based on management's assumptions detailed in Appendix "A-1"  
 The note references correspond to the assumption numbers shown in Appendix "A-1"

THIS IS EXHIBIT  D  ATTACHED  
 TO THE AFFIDAVIT OF  
 Margaret M. Kent   
 SWORN  August 22, 2013

A COMMISSIONER

Tamerlane Ventures Inc. and Pine Point Holding Corp.

**Notes to Projected Statement of Cash Flow**

For the Period Ending January 5, 2014

(\$C; Unaudited)

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**Purpose and General Assumptions**

1. The purpose of the projection is to present a forecast of the cash flow of Tamerlane Ventures Inc. ("Tamerlane") and its subsidiaries (Tamerlane, and together with its subsidiaries, the "Tamerlane Group") for the period ending January 5, 2014 ("Projection") in respect of its proceedings under the Companies' Creditors Arrangement Act ("CCAA"). Tamerlane and its subsidiary, Pine Point Holding Corp. ("Tamerlane Pine Point", and together with Tamerlane, the "Applicants") are seeking protection under the CCAA.

The projected cash flow statement has been prepared based on hypothetical and most probable assumptions developed and prepared by management of Tamerlane Group.

Tamerlane Group transacts in US dollars and in Canadian dollars. For the purposes of the Projection, US dollar transactions have been converted at par to Canadian dollars.

**Hypothetical Assumptions**

2. Receipts represent expected Goods and Services Tax refunds. Tamerlane does not currently generate any cash flow from operations.
3. Represents funding under the debtor-in-possession loan facility, net of a structuring fee of \$30,000.
4. Represents advances made from Tamerlane to Tamerlane Ventures USA, Inc. ("Tamerlane USA"), a subsidiary of Tamerlane, to pay expenses for the benefit of Tamerlane and its related entity operations. Timing of advances are for illustrative purposes only and will be governed by the DIP Term Sheet.
  - 4.1 Represents management and consulting fees payable to Tamerlane USA.
  - 4.2 Represents other expenses, including directors' and officers' insurance and storage costs.
  - 4.3 Represents office expenses, including rent and utilities, at the Tamerlane office in Blaine, Washington.
5. Represents potential due diligence fees that may need to be paid in respect of a transaction.
6. Represents fees that are expected to be incurred in respect of the Los Pinos property.
7. Represents annual lease payments in connection with the Tamerlane Pine Point property in the Northwest Territories.
8. Represents the costs of an Annual General Meeting and transfer agent fees.
9. Represents partial payment of the fees and disbursements of the Monitor, its counsel and the Applicants' counsel.
10. Represents the Financial Advisor's work fee.
11. Represents the cash balance of Tamerlane Group as of August 19, 2013.

# Tab P

## DIP FACILITY TERM SHEET

Dated August 22, 2013

**WHEREAS**, Tamerlane Ventures Inc. has requested that the DIP Lender (as defined below) provide it funding in order to assist with certain restructuring obligations of Tamerlane Ventures Inc. and its subsidiaries in accordance with the terms set out herein;

**NOW THEREFORE**, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

**DIP BORROWER:** Tamerlane Ventures Inc. (the "**Borrower**")

**GUARANTORS:** All obligations of the Borrower shall be jointly and severally guaranteed by Pine Point Holding Corp. and Tamerlane Ventures USA, Inc. (collectively, the "**Guarantors**").

The Borrower and the Guarantors shall be collectively referred to herein at times as the "**Tamerlane Ventures Group**".

Those members of the Tamerlane Ventures Group that make an application to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under the *Companies' Creditors Arrangement Act* (the "**CCA**"), being the Borrower and Pine Point Holding Corp., are referred to herein as "**Applicants**" and the proceedings resulting from the granting of the Initial Order (defined below) are referred to herein as the "**CCA Proceedings**".

**DIP LENDER:** Global Resource Fund shall be the lender under the DIP Facility (as defined below) (the "**DIP Lender**").

**STATUS OF EXISTING FACILITY:** Effective upon the date upon which the Applicants obtain the Initial Order under the CCA (the "**Filing Date**"), the amount owing to the DIP Lender pursuant to the credit agreement made as of December 16, 2010, as amended from time to time, between the Borrower and the DIP Lender (the "**Existing Credit Agreement**") is USD \$13,277,337.23 (together with interest accrued and accruing thereon and fees, costs, expenses and other charges now or hereafter payable by the Borrower pursuant thereto), which the Borrower and Guarantors acknowledge is, subject to the stay of proceedings contained in the Initial Order, unconditionally immediately due and owing, without offset, right of compensation, defence or counterclaim of any nature, kind or description whatsoever.

THIS IS EXHIBIT   P   ATTACHED

TO THE AFFIDAVIT OF

Margaret H. Kent

SWORN August 22, 2013

\_\_\_\_\_  
A COMMISSIONER

**USE OF PROCEEDS AND PROJECTED CASH FLOWS:**

The Borrower has provided to the DIP Lender prior to the execution of this Term Sheet the cash flow projections (as the same may be amended from time to time as described below, the "**Cash Flow Projections**") set out in Schedule A reflecting the projected cash requirements of the Tamerlane Ventures Group from the Filing Date through January 7, 2014, calculated on a weekly basis. Other than a cumulative variance in an amount less than CDN\$10,000 per line item (other than the management fee line item) that has been approved by the Monitor and subject to

the overall limit on Other Expenses (as defined below), the expenditures set out in the Cash Flow Projections may be amended by the Borrower from time to time only with the prior written consent of the DIP Lender.

DIP Advances under the DIP Facility shall only be used to assist with short-term liquidity needs of the Borrower and the Guarantors while under CCAA protection to pay those expenses contemplated in the Cash Flow Projections (the “**Contemplated Expenses**”). The maximum aggregate amount of DIP Advances that may be used to pay Contemplated Expenses shall be limited as follows:

- (a) in respect of the fees and disbursements (inclusive of HST) of the Financial Advisor, the Contemplated Expenses will not exceed the aggregate amount of CDN \$180,000 (“**FA Advisor Expenses**”); and
- (b) in respect of Contemplated Expenses other than in respect of the fees and disbursement of the Monitor, its counsel and counsel to the Applicants (inclusive of HST and other sales taxes), but excluding the Structuring Fee hereunder, the Contemplated Expenses will not exceed the aggregate amount of CDN \$510,436 (“**Other Expenses**”).

Except with the consent of the DIP Lender, the Borrower may deliver a Draw Request for a DIP Advance no more often than once every two weeks, and each such Draw Request will be in the amount that the Borrower (with the approval of the Monitor) reasonably expects will be required to pay those Contemplated Expenses that are to be paid before the next Draw Request is made and funded. Other than a cumulative variance in an amount less than CDN \$10,000 per line item (other than the management fee line item) that has been approved by the Monitor and subject to the overall limit on Other Expenses, a Draw Request (approved by the Monitor) for the purpose of paying Other Expenses and FA Advisor Expenses shall not exceed the amount of such Other Expenses and FA Advisor Expenses contemplated in the Cash Flow Projections for the relevant time period. All Contemplated Expenses must be approved by the Monitor before being paid by the Borrower. Draw Requests, DIP Advances and payments made by the Borrower to pay the professional fees and disbursements of the Borrower’s counsel, the Monitor and the Monitor’s counsel are not limited by the Cash Flow Projections, provided that such Draw Requests, DIP Advances and payments shall be subject in each case to the approval of the Monitor and to the overall limit on the availability of DIP Advances imposed by the Maximum Amount (as defined below).



Notwithstanding anything to the contrary herein, the first DIP Advance shall be made immediately following the granting of the Initial Order in the amount of USD\$328,572.

Notwithstanding anything to the contrary herein, none of the proceeds of the DIP Advances may be used in connection with (a) any investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, motions, applications, actions, or other litigation against the DIP Lender, whether in its capacity as the lender hereunder, in its capacity as lender under the Existing Credit Agreement, or otherwise, or (b) the initiation or prosecution of any claims, causes of action, motions, applications, actions, or other litigation against the DIP Lender or any of its affiliates including, without limitation, with respect to any loans or other financial accommodations made by such person to any member of the Tamerlane Ventures Group, including, without limitation, in connection with the Existing Credit Agreement or the Term Sheet (defined below).

**MAXIMUM AMOUNT:**

The maximum amount ("**Maximum Amount**") available under the super priority credit facility (the "**DIP Facility**") will be USD \$978,571. All DIP Advances and repayments will be in US Dollars.

**MATURITY DATE:**

The earlier of (i) January 7, 2014 (or such later date as may be agreed to in writing by the DIP Lender, in its sole discretion), and (ii) such earlier date (the "**Termination Date**") upon which repayment is required due to the occurrence of an Event of Default (as defined below) which, if applicable, has not been remedied within the time required by the terms of this Term Sheet (the "**Maturity Date**").

The commitment in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility (including principal, interest, and other amounts in respect of indemnities and expenses) (the "**Obligations**") shall be repaid in full on the Maturity Date without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the obligations are due and payable.

**DIP FACILITY:**

The DIP Facility will be a non-revolving term multi-draw credit facility up to the Maximum Amount, and will be available until the Maturity Date, subject to and upon the terms and conditions set out in this Term Sheet (the "**Term Sheet**"). All DIP Advances shall be deposited into the Borrower's existing bank accounts at National Bank of Canada bearing account numbers 0006-14021-0085364 USD and 0006-14021-0613620 CAD (the "**Borrower's Accounts**") and withdrawn strictly to pay those Contemplated Expenses specified in the applicable Draw Request and otherwise in accordance with (i) the terms hereof; and (ii) the Initial Order (as defined below), and with the approval of the Monitor.

**AVAILABILITY UNDER DIP FACILITY AND PROCEDURE FOR BORROWING:**

Prior to receiving an advance under the DIP Facility (a “**DIP Advance**”), other than the first DIP Advance, an officer of the Borrower shall sign and deliver to the DIP Lender an irrevocable notice substantially in the form of Schedule B (a “**Draw Request**”), which Draw Request must have been approved by the Monitor and be received by the DIP Lender before 2:00 pm, Toronto time, three Business Days prior to the requested borrowing date. Provided the Borrower has satisfied all conditions in respect of such DIP Advance as set out herein, then not later than 2:00 p.m., Toronto time, on the borrowing date specified in such Draw Request, the Lender shall wire transfer to the Borrower’s Account specified in the Draw Request the amount requested in the Draw Request.

**INTEREST RATE:**

The Borrower shall pay the DIP Lender interest (“**Interest**”) on the principal outstanding amount of the DIP Advances and all other Obligations from time to time owing hereunder from the date of each DIP Advance or the date such other Obligation arises, as applicable, both before and after maturity, demand, default, or judgment and until actual payment in full, at the rate of 12% per annum payable on the Maturity Date. Interest shall not compound.

For the purpose of the *Interest Act* (Canada), the yearly rate of interest applicable to amounts owing under this note will be calculated on the basis of a 365 day year.

If any provision of this Term Sheet would obligate the Borrower to make any payment of interest or other amount payable to the DIP Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the DIP Lender of interest at a criminal rate (as construed under the *Criminal Code* (Canada)), then notwithstanding that provision, that amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by the DIP Lender of interest at a criminal rate, the adjustment to be effected, to the extent necessary, as follows:

- (a) firstly, by reducing the amount or rate of interest required to be paid to the DIP Lender under this provision; and
- (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the DIP Lender which would constitute interest for purposes of Section 347 of the *Criminal Code* (Canada).

**STRUCTURING FEE:**

USD \$30,000 payable to the DIP Lender upon the initial DIP Advance being made available and such amount shall be deducted from the first DIP Advance.

**DIP SECURITY:**

All Obligations of the Borrower and Guarantors under or in connection with the DIP Facility and any of the DIP Credit Documentation shall be:

- (a) secured by all existing guarantees and security (collectively, the “**Existing Security**”) granted by the Borrower or any other member of the Tamerlane Ventures Group in favour of the DIP Lender under or in connection with the Existing Credit Agreement. For such purposes, all Obligations incurred under the DIP Facility shall be deemed to be indebtedness of the Borrower incurred under the Existing Credit Agreement secured by the Existing Security; and
- (b) with respect to the Applicants, secured by a first super priority charge over all present and after acquired property, assets and undertakings of the Applicants and ahead of and senior to all other creditors, interest holders, lien holders, and claimants of any kind whatsoever other than the Administration Charge (as defined in the Initial Order) in the maximum amount of CDN \$300,000 and the Financial Advisor Charge (as defined in the Initial Order) in a maximum amount of CDN \$300,000.

**MANDATORY REPAYMENTS:**

- 1. Unless otherwise agreed by the DIP Lender, the Borrower shall make the following mandatory prepayments of the outstanding principal amount of the DIP Advances, if any, at the time of receipt of the net cash proceeds described below:
  - (a) Prepayments in an amount equal to (i) 100% of the net cash proceeds received from the incurrence of indebtedness by the Borrower or any of its subsidiaries which, for greater certainty, may only be incurred with the consent of the DIP Lender, and (ii) 100% of the net cash proceeds from the receipt of any extraordinary receipts (including, without limitation, insurance proceeds, downward purchase price adjustments and similar receipts outside of the ordinary course) by the Borrower or any of its subsidiaries. For greater certainty, the sales tax refunds specifically contemplated in the Cash Flow Projections are not extraordinary receipts and are not required to be used for mandatory prepayments; and
  - (b) Prepayments in an amount equal to 100% of the net cash proceeds of any sale or other disposition (including as a result of casualty or condemnation) by the Borrower or any of its subsidiaries of any assets.

2. All net cash proceeds from any of the events described above shall be applied, except as otherwise agreed to by the DIP Lender in writing, as follows:
  - (a) first, to pay accrued and unpaid interest on, and expenses in respect of, the Obligations under the DIP Facility;
  - (b) second, to repay any principal amounts or other Obligations outstanding in respect of the DIP Facility; and
  - (c) third, the balance to be paid to the Monitor to be held pending distribution to the Borrower's creditors in accordance with their priorities, subject to further order of the Court.

Any repayment of principal hereunder will not increase or decrease the remaining amount available under the DIP Facility then available under this Term Sheet.

**ADDITIONAL CONDITIONS  
PRECEDENT TO DIP FUNDING  
TO THE BORROWER:**

The DIP Lender's obligation to make any DIP Advance hereunder is subject to, and conditional upon, all of the following conditions precedent being satisfied at the time each such DIP Advance is to be made:

1. The Applicants shall have commenced proceedings under the CCAA and an initial order in the form attached hereto as Schedule C or otherwise in form and substance acceptable to the DIP Lender, acting reasonably, shall have been entered by the Court (the "**Initial Order**") and shall be in full force and effect and shall have not been stayed, reversed, vacated, rescinded, modified or amended in any respect affecting the DIP Lender, unless otherwise agreed by the DIP Lender, acting reasonably.
2. All statements made by the Borrower in each Draw Request shall be true and accurate in all material respects.
3. There shall not exist any continuing Event of Default or Pending Event of Default (including any Event of Default or Pending Event of Default that would result from making the contemplated DIP Advance).
4. Other than the proceedings contemplated by the Initial Order, there shall not exist in Canada in respect of the Borrower or the Guarantors any action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental authority which is not stayed by the Initial Order.
5. Each Restructuring Court Order (defined below) shall be in full force and effect and not have been stayed, reversed, vacated, rescinded, modified or amended in any respect affecting the DIP Lender, unless otherwise agreed by the DIP Lender, acting reasonably.
6. The representations and warranties of the Borrower and the Guarantors in the Term Sheet shall be true and correct, in all material respects.
7. Each of the Guarantors shall have executed and delivered a guarantee in the form attached as Schedule "D".
8. (i) the Borrower and the Guarantors shall have complied in all material respects with all applicable laws, regulations and policies in relation to their business and the Initial Order; and (ii) there shall be no Liens ranking ahead of the DIP Security, except for the Administration Charge and the Financial Advisor Charge or as arising by operation of law in the ordinary course of business without any contractual grant of security.

9. The Borrower and each of the Guarantors shall have executed and delivered to the DIP Lender an irrevocable consent, in the form attached hereto as Schedule "E", (the "**Consent**") to the appointment of a receiver of the choosing of the DIP Lender and the granting by the Court of a receivership order (in form and substance attached to the Initial Order and the Consent) in the event of (i) an Event of Default under this Term Sheet or (ii) the failure to repay all obligations owing under the DIP Facility and the Existing Credit Agreement on the Maturity Date.

**REPRESENTATIONS AND WARRANTIES:**

The Borrower and each Guarantor jointly and severally represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this Term Sheet and the other DIP Credit Documentation, that the representations and warranties given in Schedule "F" hereto are true and correct.

**AFFIRMATIVE COVENANTS:**

The Borrower and each Guarantor covenant and agree, and agree to cause each of their respective affiliates and subsidiaries, to do the following (these covenants may be in the DIP Credit Documentation or in the Initial Order, as appropriate):

1. Allow the DIP Lender and its financial advisor(s) (the "**DIP Advisors**") full access to the books and records of any member of the Tamerlane Ventures Group on reasonable notice and during normal business hours and cause management thereof to fully co-operate with the DIP Advisors.
2. Provide to the DIP Lender an oral or brief written weekly status update and plan regarding the restructuring process (including reports on the progress of the SISP (as defined in the Initial Order)) and information which may otherwise be confidential subject to same being maintained as confidential, by the DIP Lender and the DIP Advisors, subject to usual exceptions).
3. Use reasonable efforts to keep the DIP Lender and the DIP Advisors apprised on a timely basis of all material developments with respect to the business and affairs of the Tamerlane Ventures Group.
4. Deliver to the DIP Lender such information as may from time to time be reasonably requested by the DIP Lender or the DIP Advisors (including any information pertaining to non-debtor affiliates and/or subsidiaries of the Tamerlane Ventures Group), at the reasonable times requested and in form and substance satisfactory to the DIP Lender, all subject to recognition that the Applicants have reduced their staffing as part of the restructuring process and there is limited budget for professional fees.

5. Deliver to the DIP Lender daily screen shots of the transactions in the Borrower's Accounts, and provide any explanations requested by the DIP Lender acting reasonably.
6. Deliver to the DIP Lender draft copies of any court materials in respect of the CCAA Proceeding (including, without limitation, any notices of motion, affidavits, other evidence, monitor reports and forms of orders) which the Borrower intends to file with the Court for review and comment by the DIP Lender no later than 3 Business Days prior to the date in which the Borrower serves and files such court materials (or as soon as possible in exigent circumstances where it is not reasonably practicable to provide copies 3 Business Days in advance).
7. Use the proceeds of the DIP Facility only for the purposes of the short-term liquidity needs of the Borrower and the Guarantors consistent with the restrictions set out herein.
8. Provide to the DIP Lender and DIP Advisors the following:  
  
Once every two weeks (by 12:00 noon on the 3rd business day of each second week for the preceding two weeks):
  - (i) statement of receipts and disbursements for each week, including a variance analysis (with reference to the Projected Cash Flows) for all variances (favourable or unfavourable) of greater than CDN \$10,000 for any one line item (other than the management line item) on a weekly and cumulative basis;
  - (ii) statement of accounts receivable and accounts payable;
  - (iii) revised / updated weekly cash flow forecast (for monitoring purposes only, not for the purpose of re-establishing cash flow covenants under the DIP Facility);
  - (iv) sales process update report from the Financial Advisor (defined below), senior management and/or the Monitor;
  - (v) report by management of any business issues which may unfavourably impact the business of the Borrower and/or the Guarantors, such as issues with suppliers, contractors, employees, or government bodies or regulatory agencies;
9. Maintain all cash and cash equivalents, and deposit all proceeds of receivables of the Tamerlane Ventures Group

in the Borrower's Accounts.

10. Comply with the provisions of the court orders made in the CCAA Proceedings (the "**Restructuring Court Orders**" and each a "**Restructuring Court Order**"); provided that if any such Restructuring Court Order contravenes this Term Sheet or the DIP Credit Documentation in a manner detrimental to the interests of the DIP Lender, the same shall be an Event of Default hereunder.
11. Forthwith notify the DIP Lender and DIP Advisors of the occurrence of any Event of Default or Pending Event of Default, or of any event or circumstance that may constitute a material adverse change from the Cash Flow Projections.
12. Duly and punctually pay or cause to be paid to the DIP Lender all principal, interest, fees and other amounts payable by it under this Term Sheet and under any other DIP Credit Documentation on the dates, at the places and in the amounts and manner set forth herein.
13. Comply in all material respects with all applicable laws, rules and regulations applicable to their businesses, including, without limitation, environmental laws.
14. Retain PricewaterhouseCoopers Corporate Finance Inc., as financial advisor on terms and conditions acceptable to the DIP Lender acting reasonably, to conduct the sale and solicitation process in accordance with the Initial Order.

**NEGATIVE COVENANTS:**

The Borrower and each Guarantor covenants and agrees, and covenants and agrees to cause their respective affiliates and subsidiaries, not to do the following other than with the prior written consent of the DIP Lender:

1. Transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking except redundant or non-material assets not exceeding CDN 10,000 in any one transaction or CDN \$50,000 in the aggregate without the prior written consent of the DIP Lender. For greater certainty, in the case of any transfer, lease or disposition of any property, assets or undertaking of any of the Borrower or Guarantors, or any affiliates or subsidiaries thereof, all proceeds of such transfer, lease or disposition shall be subject to the provisions herein under "**Mandatory Repayments**" to the extent applicable.
2. Make any payment of principal or interest in respect of existing (pre-Filing Date) obligations or declare or pay any dividends except as contemplated by the Cash Flow



Projections or approved by the DIP Lender.

3. Create or permit to exist indebtedness for borrowed money other than existing (pre-Filing Date) debt and debt contemplated by this DIP Facility.
4. Except for an agreement for employment services in respect of accounting services to be provided to the Tamerlane Ventures Group payment for which has been contemplated in the Cash Flow Projections, enter into or amend any transaction, agreement, contract, guarantee, or arrangement of any kind or nature, or make any payments, except for those transactions, agreements, contracts, arrangements or payments which are either contemplated by the Projected Cash Flows or approved by the DIP Lender.
5. Enter into or agree to enter into any investments or acquisitions of any kind, direct or indirect, in any business.
6. Establish or create any trust accounts or deposit any money into a trust account.
7. Create or permit to exist any Liens on any of its properties or assets other than Liens in respect of existing (pre-filing) debt in favour of the Monitor, its counsel and the Applicants' counsel (which will be discharged forthwith after the granting of the Initial Order), the Administration Charge, the Financial Advisor Charge, the DIP Lender's Charge, the Director's Charge, the Secured Lender Security and the Subordinated Administration Charge (as such terms are defined and used in the Initial Order).
8. Create or permit to exist any other administrative claim which is senior to or *pari passu* with the superpriority claims of the DIP Lender, other than as provided for in the Restructuring Court Orders.
9. Amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity.
10. Seek or obtain any Restructuring Court Order that affects the DIP Lender except with the prior written consent of the DIP Lender, in its sole discretion, which Restructuring Court Order shall be in form and substance acceptable to the DIP Lender, acting reasonably.

**INDEMNITY AND RELEASE:**

The Borrower and each Guarantor agrees, on a joint and several basis, to indemnify and hold harmless the DIP Lender and each of its respective directors, officers, employees, agents, lawyers, advisors and affiliates (all such persons and entities being referred to hereafter as "**Indemnified Persons**") from and against

any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (including indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against or involve any Indemnified Person as a result of or arising out of or in any way related to or resulting from any bankruptcy or insolvency proceedings, this Term Sheet or any other DIP Credit Documentation, and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including, without limitation, any inquiry or investigation) or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise); provided that no Indemnified Person will have any right to indemnification for any of the foregoing to the extent resulting from (x) such Indemnified Person's own gross negligence or willful misconduct or (y) a claim brought by the Borrower or any Guarantor against an Indemnified Person for breach in bad faith of such Indemnified Person's funding obligations hereunder, in each case as determined by a court of competent jurisdiction in a final non-appealable judgment. No Indemnified Person will have any liability (whether direct or indirect, in contract or tort, or otherwise) to the Borrower or Guarantors or their affiliates or to their respective equityholders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent such liability to the Borrower or Guarantors is determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Person's own gross negligence or willful misconduct.

The Borrower and each Guarantor, and their respective affiliates, associates, holding bodies corporate and subsidiaries and all of their respective successors and assigns and anyone claiming through or under them (collectively, the "**Releasers**") do hereby release, remise and forever discharge the DIP Lender and its affiliates, associates, holding bodies corporate and subsidiaries and all their respective employees, agents, lawyers, advisors, successors and assigns and anyone claiming through or under any of them (collectively, the "**Releasees**") of and from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any nature or kind whatsoever (collectively, the "**Claims**") which the Releasers or any one or more of them now have or ever had, can, shall or may have in respect of or in any way arising out of or related to the dealings or transactions in respect of the Existing Credit Agreement, and the DIP Lender's dealings under the Existing Credit Agreement with any of the Releasers, prior to the Filing Date hereof based on facts known, or which reasonably ought to be known, to any of the Releasers as of the date hereof (collectively, the "**Released Claims**"). In addition, the Releasers

jointly and severally covenant and agree not to make any claim or to commence, maintain or continue any action or proceeding against any person or corporation in which any claim could arise against any of the Releasees for contribution or indemnity under the *Negligence Act* or otherwise with respect to the Released Claims.

The indemnities and releases granted under this Term Sheet shall survive any termination of the DIP Facility.

**EVENTS OF DEFAULT:**

The occurrence of any one or more of the following events shall constitute an event of default ("**Event of Default**") under this Term Sheet:

- (a) breach by the Borrower in the observance or performance of any material provision, covenant (affirmative or negative) or agreement contained in this DIP Term Sheet or other DIP Credit Documentation and such breach shall continue unremedied for more than 3 Business Days after the Borrower becomes aware of such breach (or such other period as may be mutually agreed);
- (b) (i) any order shall be entered reversing, amending, varying, supplementing, staying, vacating or otherwise modifying in any respect in a manner affecting the DIP Lender any Restructuring Court Order without the prior written consent of the DIP Lender, (ii) any Restructuring Court Order shall cease to be in full force and effect, or (iv) either of the Applicants or any subsidiary shall fail to comply in any material respect that has an adverse affect on the interests of the DIP Lender with any Restructuring Court Order;
- (c) this Term Sheet or any DIP Credit Documentation shall cease to be effective or shall be contested by the Borrower or any of the Guarantors;
- (d) the filing of a motion, pleading or proceeding by any of the Borrower or the Guarantors which could reasonably be expected to result in an impairment of the rights or interests of the DIP Lender under the DIP Credit Documentation or the Existing Credit Agreement, or a determination by a court with respect to a motion, pleading or proceeding brought by another party which results in an impairment of the rights or interests of the DIP Lender under the DIP Credit Documentation or the Existing Credit Agreement;
- (e) any Restructuring Court Order is issued by the

Court (or any other court of competent jurisdiction) that affects the DIP Lender without the prior written consent of the DIP Lender in its sole discretion or in form and substance unacceptable to the DIP Lender, acting reasonably;

- (f) the CCAA Proceedings are terminated or dismissed or converted to a receivership, proposal in bankruptcy or bankruptcy proceeding or any order is granted by the Court (or any court of competent jurisdiction) granting relief from the stay of proceedings in the Initial Order, unless agreed by the DIP Lender in its sole discretion;
- (g) the stay of proceedings provided for in the Initial Order (as extended from time to time until the Maturity Date with the consent of the DIP Lender, which the DIP Lender will consent to provided that no Event of Default has occurred hereunder) expires without being extended;
- (h) any plan of compromise or arrangement is proposed, filed or sanctioned by the Court in a form and in substance that is not acceptable to the DIP Lender acting reasonably or in its sole discretion if the plan of compromise or arrangement does not provide for the repayment of the obligations under the DIP Facility and the obligations in respect of the existing Credit Agreement in full by the Maturity Date;
- (i) with the exception of the professional fees for the Monitor, its counsel and counsel to the Applicants, there occurs any negative variance greater than CDN \$10,000 for any one line item (other than the management fee line item), on a weekly or cumulative basis, from the Cash Flows Projections, excluding timing variances;
- (j) the Borrower makes any payments of any kind not permitted by the Initial Order or the Term Sheet.
- (k) there occurs a material non-compliance amendment, waiver, modification or alteration with or to any provision of the SISP (as defined in the Initial Order) without the prior written consent of the DIP Lender acting reasonably;
- (l) if one or more of the Monitor, counsel to the Monitor, counsel to the Applicants, or the Financial Advisor withdraws its services on behalf of the Applicants and/or terminates its engagement with

the Applicants in accordance with paragraph 32 of the Initial Order or otherwise, and an alternative professional is not appointed (which in the case of the Financial Advisor or Monitor, shall be acceptable to the DIP Lender), or if alternative arrangements are not made acceptable to the DIP Lender, in each case, within 5 Business Days;

- (m) failure of the Borrower or any Guarantor to pay (A) interest or fees when due under this Term Sheet or any other DIP Credit Documentation, (B) principal when due under the DIP Facility, or (C) the DIP Lender Expenses;
- (n) any representation or warranty by the Borrower or any Guarantor in this Term Sheet or the other Credit Documentation shall be incorrect or misleading in any material respect when made;
- (o) failure to repay all obligations owing under the Existing Credit Agreement on the Maturity Date; or
- (p) borrowings under the DIP Facility exceed the Maximum Amount.

**REMEDIES:**

Upon the occurrence of an Event of Default, the DIP Lender may, upon three (3) Business Days' prior written notice to the Borrower and the Monitor, (i) terminate its total DIP commitment, (ii) declare the obligations in respect of the DIP Facility, this Term Sheet, or the DIP Credit Documentation to be immediately due and payable, (iii) apply to a court for the appointment of an interim receiver or a receiver and manager of the undertaking, property and assets of the Borrower and/or the Guarantors, or for the appointment of a trustee in bankruptcy of any of the Borrower and/or the Guarantors, and, in the DIP Lender's sole discretion, file the Consent with the Court in support thereof, (iv) exercise the powers and rights of a secured party under the *Personal Property Security Act* (Ontario) or any legislation of similar effect applicable to the DIP Security, and (v) exercise all such other rights and remedies under the DIP Credit Documentation and the Restructuring Court Orders. The DIP Lender shall have all the remedies under the DIP Credit Documentation without the necessity of obtaining further relief or order from the Court.

**FURTHER ASSURANCES:**

The Borrower and Guarantors shall at their expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Lender may reasonably request for the purpose of giving effect to this Term Sheet and the DIP Security, perfecting, protecting and maintaining the Liens created by the DIP Security or establishing compliance with the

representations, warranties and conditions of this Term Sheet or any other DIP Credit Documentation.

## CURRENCY

Unless otherwise specified herein, all references to dollar amounts (without further description) shall mean Canadian Dollars. All payments hereunder shall be made in U.S. Dollars.

## JUDGMENT CURRENCY

For the purpose of this Section:

**“Agreed Currency”** means the currency in which the Borrower must pay each component of the Obligations.

**“Other Currency”** means any currency other than the Agreed Currency.

**“Rate of Exchange”** means the rate of exchange available to the DIP Lender by its bank for converting the Indebtedness Currency into the Judgment Currency for the relevant date.

If, for the purpose of obtaining or enforcing judgment against any party in any court in any jurisdiction, it becomes necessary to convert into a particular currency (the **“Judgment Currency”**) an amount due in another currency (the **“Indebtedness Currency”**) under any DIP Credit Documentation, that conversion will be made at the Rate of Exchange prevailing on the Business Day immediately preceding the date on which judgment is given.

If, as a result of a change in the Rate of Exchange between the date of judgment and the date of actual payment, the conversion of the Judgment Currency into Indebtedness Currency dollars results in the DIP Lender receiving less than the full amount of Indebtedness Currency dollars payable to the DIP Lender, the Borrower or Guarantor, as applicable, agrees to pay the DIP Lender any additional amount (and in any event not a lesser amount) as may be necessary to ensure that the amount received is not less than the full amount of Indebtedness Currency dollars payable by the Borrower or Guarantor, as applicable, on the date of judgment. Any additional amount due under this section will be due as a separate debt, gives rise to a separate cause of action, and will not be affected by judgment obtained for any other sums due under any DIP Credit Documentation.

## DIP LENDER’S EXPENSES

On the Maturity Date, the Borrower shall pay all of the DIP Lender’s reasonable out-of-pocket expenses (including the reasonable fees and expenses of its legal counsel and advisors), whether or not any of the transactions contemplated hereby are consummated and whether incurred prior to or after the date of the Initial Order, as well as all expenses of the DIP Lender in connection with the ongoing monitoring, interpretation, administration, protection and enforcement of the DIP Facility, the conduct of the SISP (as defined in the Initial Order) and the CCAA Proceeding, and the enforcement of any DIP Credit

Documentation (collectively, the “**DIP Lender Expenses**”).

**ENTIRE AGREEMENT;  
CONFLICT:**

This Term Sheet, including the Schedules hereto and the DIP Credit Documentation, constitutes the entire agreement between the parties relating to the subject matter hereof. To the extent that there is any inconsistency between this Term Sheet and any of the other DIP Credit Documentation, this Term Sheet shall govern.

**AMENDMENTS, WAIVERS,  
ETC.:**

No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder or under any other DIP Credit Documentation will operate as a waiver hereof or thereof unless made in writing and signed by an authorized officer of the DIP Lender.

**ASSIGNABILITY**

The DIP Lender’s rights and obligations under this agreement are fully assignable. The Tamerlane Ventures Group hereby consents to the disclosure of any confidential information in respect of the Tamerlane Ventures Group to any potential assignee provided such potential assignee agrees in writing to keep such information confidential.

**SEVERABILITY:**

Any provision in any DIP Credit Documentation which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**COUNTERPARTS AND  
FACSIMILE SIGNATURES:**

This Term Sheet may be executed in any number of counterparts and by facsimile or e-mail transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Term Sheet by signing any counterpart of it.

**GOVERNING LAW AND  
JURISDICTION:**

This Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Borrower and each Guarantor irrevocably submits to the non-exclusive courts of the Province of Ontario, waives any objections on the ground of venue or forum non conveniens or any similar grounds, and consents to service of process by mail or in any other manner permitted by relevant law.

**ADDITIONAL DEFINITIONS:**

Capitalized terms not otherwise defined herein shall have the following meanings:

“**Business Day**” means each day other than a Saturday or Sunday or a statutory or civic holiday that banks are open for business in Toronto, Ontario, Canada.

“**DIP Credit Documentation**” means this Term Sheet and other

definitive documentation in respect of the DIP Facility that are in form and substance satisfactory to the DIP Lender, acting reasonably, as well as the Existing Security.

“**Liens**” means all mortgages, charges, encumbrances, hypothecs, liens and security interests of any kind or nature whatsoever.

“**Pending Event of Default**” means an event that, but for the requirement for the giving of notice, lapse of time, or both, or but for the satisfaction of any other condition after that event, would constitute an Event of Default.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**



- 19 -

IN WITNESS WHEREOF, the parties hereby execute this Term Sheet as at August , 2013.

TAMERLANE VENTURES INC., as Borrower

By: Margaret Kent  
Name: Margaret Kent  
Title: Executive Chair

PINE POINT HOLDING INC., as Guarantor


By: Margaret Kent  
Name: Margaret Kent  
Title: Director

TAMERLANE VENTURES USA, INC., as  
Guarantor

By: Margaret Kent  
Name: Margaret Kent  
Title: Director

GLOBAL RESOURCE FUND by its Manager  
RENVEST MERCANTILE BANCORP INC.

By:   
Name: David Lewis  
Title: Director

By:   
Name: Daniel Cohen  
Title: Vice President and General Counsel

**Schedule A – Cash Flow Projections**

See attached.

**Schedule B - Form of Draw Request**

**Draw Request**

To: Global Resource Fund (the "DIP Lender")

This Draw Request is delivered to you pursuant to the Term Sheet dated the ● day of August, 2013 between Tamerlane Ventures Inc. (the "Borrower") and the DIP Lender (as it may be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Term Sheet").

- 1. Capitalized terms used in this request and not otherwise defined have the meanings given to them in the Term Sheet.
- 2. The Borrower hereby requests a DIP Advance in the amount USD \$● and that such amount be deposited in the following Borrower's Account:

●[Insert Account Details]

- 3. The Contemplated Expenses in respect of the Applicant's counsel, the Monitor and the Monitor's counsel to be paid from the proceeds of the DIP Advance are CDN \$●
- 4. The Financial Advisor Expenses to be paid from the proceeds of the DIP Advance are CDN \$●
- 5. The Other Expenses to be paid from the proceeds of the DIP Advance are CDN \$●, and attached hereto is a listing the payments to be made.
- 6. Date of Advance: ●
- 7. All of the Borrower's representations and warranties in the Term Sheet (other than those that by their terms are made only as of a specific date) are true and correct as at the date of this request as though made on and as of the date of this request.
- 8. All of the Borrower's covenants contained in the Term Sheet, together with all of the conditions precedent to receiving a DIP Advance pursuant to this Draw Request and all other terms contained in the Term Sheet to be complied with by the Tamerlane Ventures Group that have not been properly waived in writing by or on behalf of the DIP Lender, have been fully complied with.
- 9. No Event of Default or Pending Event of Default has occurred and is continuing nor will any such event occur as a result of the making of the DIP Advance requested herein.

Dated as of \_\_\_\_\_, 2013.

**TAMERLANE VENTURES INC.**

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

Name:

Title:

**Schedule C – CCAA Order**

See attached.

**Schedule D – Form of Guarantee**

See attached.

**Schedule E – Form of Consent**

See attached.

## Schedule F – Representations and Warranties

Each capitalized term used below and not otherwise defined in the Term Sheet, shall have the meaning given thereto in the Existing Credit Agreement.

### 1.1 Securities Accounts

Other than the securities account of the Borrower at Wolverton Securities (USA) Ltd. which amount shall not at any time hold assets greater than \$500, none of the Obligor has established or maintain any securities account or have any securities entitlement (as those terms are defined in the STA) and none of them have granted to any Person a security interest in any of their Collateral which has been perfected by control (as such term is defined in the STA).

### 1.2 Non Arm's Length Transactions

No agreement, arrangement or transactions between any Obligor, on the one hand, and any Associate of, Affiliate of or other Person not dealing at Arm's Length with the Borrower (other than any Applicant), on the other hand, is in existence at the date hereof except as set forth in any disclosure Schedule attached to the Existing Credit Agreement (the "**Disclosure Schedules**").

### 1.3 Ownership

- (a) Each Obligor has:
  - (i) good and marketable title to, or valid leasehold interests in, all of its real property, mining claims, mining leases, surface leases, and mineral rights (all such property and rights and the nature of such Obligor's interest therein is disclosed in Disclosure Schedules); and
  - (ii) good and marketable title to all of its other material Property, in each case subject to no Encumbrances other than the Charges (as defined in the Initial Order) and Permitted Encumbrances.
- (b) Each Obligor enjoys peaceful and undisturbed possession of all its real property and there is no pending or, to the knowledge of any of the Obligors, threatened condemnation or expropriation proceeding relating to any such real property. The leases (including mining leases) with respect to the leased property, together with any leases (including mining leases) of real property entered into by any Obligor after the Closing Date, are referred to collectively as the "**Leases**". All of the real property and the structures thereon and other tangible assets owned, leased or used by any Obligor in the conduct of its business (including without limitation the Business) are:
  - (i) insured to the extent, and in a manner customary, in the industry in which the Obligors are engaged;
  - (ii) structurally sound with no known material defects;
  - (iii) in good operating condition and repair, subject to ordinary wear and tear and casualty;
  - (iv) not in need of maintenance or repair except for ordinary, routine maintenance and repair the cost of which would not be material or as a result of casualty;



- (v) sufficient for the operation of the business of such Obligor as presently conducted thereon; and
  - (vi) in conformity with all Applicable Law and other requirements (including applicable zoning, environmental, motor vehicle safety, occupational safety and health laws and regulations) relating thereto, except where the failure to comply or conform with any of the foregoing could not reasonably be expected to have a Material Adverse Effect.
- (c) No Person has any agreement or right to acquire an interest in any Property of any Obligor other than in the ordinary course of business. The Disclosure Schedules contains a description of:
- (i) all real property owned by each Obligor (including municipal addresses, legal description, the name of the Person which owns such property and a brief description of such property and its use);
  - (ii) all real property leased by each Obligor (including municipal addresses, legal description, the name of the Person which leases such property, the name of the landlord, the term and any renewal rights under the applicable lease and a brief description of such property and its use); and
  - (iii) all property not owned or leased by an Obligor but used by an Obligor in the course of its business.

#### **1.4 Insurance**

Other than as disclosed in the Disclosure Schedules, each Obligor maintains insurance which is in full force and effect and which complies with all of the requirements of the Existing Credit Agreement. The details of all existing insurance policies maintained by the Obligors are outlined as to carrier, policy number, expiration date, type and amount in the Disclosure Schedules.

#### **1.5 Relevant Jurisdictions**

- (a) The Relevant Jurisdictions for each Obligor are set out in the Disclosure Schedules
- (b) All other locations where the Obligors keep, store or maintain any Property are set out in the Disclosure Schedules. Also, set out in the Disclosure Schedules is a true, correct and complete list in all material respects of the names and addresses of each warehouseman, processor, packer, or other place at which Property of the Obligors is stored;

#### **1.6 Contracts and Licences**

- (a) The Disclosure Schedules accurately set out all Material Contracts and all licences, franchises, permits, or approval issued by any Governmental Authority issued to any Obligor.
- (b) A true and complete copy of each Material Contract and Material Licence has been delivered to the DIP Lender and each Material Contract and Material Licence is in full force and effect, unamended except as disclosed in the Disclosure Schedules.

- (c) No event has occurred and is continuing which would constitute a breach of, or a default under, any Material Contract or Material Licence, except as disclosed in the Disclosure Schedules.
- (d) Each Material Contract to which an Obligor is a party is binding upon that Obligor and, to its knowledge, is a binding agreement of each other Person who is a party to the Material Contract, except as disclosed in the Disclosure Schedules.
- (e) Each of the Obligors has obtained all necessary consents, including consents of landlords, to the granting of a security interest in each Material Contract and Material Licence, except as disclosed in the Disclosure Schedules.

## 1.7 Environmental

Except as disclosed in the Disclosure Schedules:

- (a) No Obligor is subject to any civil or criminal proceeding or investigation relating to Requirements of Environmental Law and to the best of knowledge of the Borrower, there is no threatened proceeding or investigation.
- (b) Each Obligor has all approvals, permits, licenses, registrations and other authorizations required by the Requirements of Environmental Law.
- (c) Each Obligor currently operates the Business and its Properties (whether owned, leased or otherwise occupied) in compliance with the Requirements of Environmental Law.
- (d) Each Obligor is actively and diligently using all commercially reasonable efforts to plan for future compliance with all Requirements of Environmental Law and all such steps are being completed in a manner consistent with a prudent and responsible operator engaged in a business of a similar nature.
- (e) No Hazardous Substances are or have been stored, disposed of or otherwise used by any Obligor in violation of any applicable Requirements of Environmental Law.
- (f) All aboveground and underground storage tanks now or previously located in, on or under any real property now or hereafter owned or leased by any Obligor have been or will be operated, maintained and decommissioned or closed, as applicable, in compliance with applicable Requirements of Environmental Law.
- (g) No real property or groundwater in, on or under any property now or previously owned or leased by any Obligor is or has been contaminated by any Hazardous Substance, or is named in any list of hazardous waste or contaminated sites maintained under any Requirements of Environmental Law.

The following are all deemed to be included in the Disclosure Schedules:

- 1) The lease agreement with Karst Investments LLC in respect of the office in Blaine, Washington
- 2) The royalty agreement with Karst Investments LLC in respect of Pine Point
- 3) The failure to pay the Pine Point lease payments on August 25, 2013

- 4) The three uninsured (and not in an operating condition) trucks at Hay River property
- 5) The employments agreements with John Key, Margaret Kent and Judy Dudley
- 6) The agreements with Jennings Capital Inc. in respect of the sale of the Los Pinos and Pine Point assets
- 7) The agreement with D'Angelo International LLC in respect of the sale of flotation equipment
- 8) The security of counsel to the Borrower, the Monitor and the Monitor's counsel, which will be discharged forthwith after the Initial Order is granted

# Tab 3

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.	)	FRIDAY, THE 23 <sup>rd</sup>
	)	
JUSTICE NEWBOULD	)	DAY OF AUGUST, 2013

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF TAMERLANE VENTURES INC. and  
PINE POINT HOLDING CORP.

(the "**Applicants**")

**INITIAL ORDER**

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Margaret M. Kent sworn August 22, 2013 and the Exhibits thereto (the "**Kent Affidavit**") and the Report of the Proposed Monitor, Duff & Phelps Canada Restructuring Inc. ("**Duff & Phelps**") (the "**Monitor's Pre-Filing Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, Duff & Phelps, and Global Resource Fund (the "**Secured Lender**"), and on reading the consent of Duff & Phelps to act as the Monitor,

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application, the Application Record and the Monitor's Pre-Filing Report is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

## **APPLICATION**

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

## **PLAN OF ARRANGEMENT**

3. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

## **POSSESSION OF PROPERTY AND OPERATIONS**

4. THIS COURT ORDERS that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that, subject to the terms of the DIP Term Sheet and Definitive Documents (each as hereinafter defined), the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Kent Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management

System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that, subject to the terms of the DIP Term Sheet and Definitive Documents, the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) except as otherwise provided herein, the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges or as otherwise agreed among the Applicants, the Secured Lender and the relevant Assistant.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, and subject to the terms of the DIP Term Sheet and Definitive Documents, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, which may only be done with the prior written consent of the Secured Lender, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, at such intervals as such Rent is usually paid in the ordinary course of business, in advance (but not in arrears). On the date of the first of such



payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court upon notice to the Secured Lender: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

### **RESTRUCTURING**

11. THIS COURT ORDERS that each of the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants contained in the DIP Term Sheet or Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and, with the prior written consent of the Monitor, to dispose of redundant or non-material assets not exceeding \$10,000 in any one transaction or \$50,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) implement the SISP (as hereinafter defined) under the oversight of the Monitor and in accordance with this Order,

all of the foregoing to, among other things, permit the Applicants to proceed with an orderly restructuring of the Business in order to, among other things, repay their obligations to the Secured Lender.

12. THIS COURT ORDERS that each of the Applicants shall provide each of the relevant landlords, the Monitor and the Secured Lender with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased

premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, which may only be done with the prior written consent of the Secured Lender, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY**

14. THIS COURT ORDERS that until and including September 22, 2013, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. THIS COURT ORDERS that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of Tamerlane Ventures USA, Inc. or Tamerlane Ventures Peru SAC (collectively, the "**Foreign Entities**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Foreign Entities Property**") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of or that relates to any agreement involving the Applicants or the obligations, liabilities and claims of, against, or affecting the Applicants or the Business (the "**Related Claims**"), except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Foreign Entities or Foreign Entities Property in respect of the Related Claims are hereby stayed and suspended pending further Order of this Court.

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

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued, except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any Person against or in respect of the Foreign Entities or Foreign Entities Property in respect of the Related Claims are hereby stayed and suspended and shall not be commenced, proceeded with or continued, except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Foreign Entities to carry on any business which they are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii)

prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH RIGHTS**

18. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

### **CONTINUATION OF SERVICES**

19. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreement or agreements, and that the Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

20. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

## **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

21. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

## **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

22. THIS COURT ORDERS that the Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

23. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$45,000, as security for the indemnity provided in paragraph 22 of this Order, provided, however, that the Directors' Charge shall not secure any indemnity for liability of the Applicants' officers and directors which arises based on acts or omissions occurring after the Outside Date (as hereinafter defined) or the termination of these proceedings, whichever may be earlier. The Directors' Charge shall have the priority set out in paragraphs 44 and 46 herein.

24. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

**APPOINTMENT OF MONITOR**

25. THIS COURT ORDERS that Duff & Phelps is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the receipts and disbursements of the Applicants and the Foreign Entities;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise and assist the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, or as otherwise agreed to by the DIP Lender;
- (e) advise and assist the Applicants in their development of the Plan and any amendments to the Plan;

- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan, as applicable;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants and the Foreign Entities, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

27. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in

pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. THIS COURT ORDERS that the Monitor shall provide any creditor of the Applicants (including the Secured Lender) and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors (other than the Secured Lender) unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

30. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the Applicants, and the financial advisor to the Applicants (the "**Financial Advisor**") shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges or as otherwise agreed between the Applicants and the relevant party, whether incurred prior to, on, or after the date hereof, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicants, and the Financial Advisor on at least a monthly basis or as otherwise agreed in writing between the Applicants and the relevant party.

32. THIS COURT ORDERS that, if one or more of the Monitor, counsel to the Monitor, counsel to the Applicants, or the Financial Advisor reasonably determines at any time, in light of the amount of DIP Financing and the Administration Charge, that it is unlikely to be paid in full (in accordance with its agreement with the Applicants) for its services to the Applicants, then such person(s) shall be entitled to withdraw its services on behalf of the Applicants and/or to terminate its engagement with the Applicants, without further obligation on its part.



33. THIS COURT ORDERS that, if requested by the Applicants, the DIP Lender, this Court or any interested party, the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

34. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$300,000, as security for their professional fees and disbursements incurred in accordance with paragraph 31 hereof, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 44 and 46 hereof.

35. THIS COURT ORDERS that the Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**Financial Advisor Charge**") on the Property, which charge shall not exceed an aggregate amount of \$300,000, as security for the Financial Advisor's professional fees and disbursements incurred in accordance with paragraph 31 hereof, both before and after the making of this Order in respect of these proceedings. The Financial Advisor Charge shall have the priority set out in paragraphs 44 and 46 hereof.

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the Applicants and the Financial Advisor shall be entitled to the benefit of and are hereby granted a charge (the "**Subordinated Administration Charge**") on the Property as security for their professional fees and disbursements incurred in accordance with paragraph 31 hereof to the extent that they are not secured by the Administration Charge or the Financial Advisor Charge, both before and after the making of this Order in respect of these proceedings. The Subordinated Administration Charge shall have the priority set out in paragraphs 44 and 46 hereof.

## **DIP FINANCING**

37. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from the Secured Lender (in such capacity, the "**DIP Lender**") to be used for the purpose set out in the DIP Term Sheet, provided that borrowings under such credit facility shall not exceed USD \$978,571 plus interest and costs of the DIP

Lender unless permitted by both (i) further Order of this Court and (ii) the terms of the DIP Term Sheet.

38. THIS COURT ORDERS that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicants and the DIP Lender dated as of August 22, 2013 (the "**DIP Term Sheet**"), filed.

39. THIS COURT ORDERS AND DECLARES that the DIP Term Sheet be and is hereby approved, ratified and confirmed, and the execution of the DIP Term Sheet by the Applicants be and is hereby authorized and approved. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, expenses (including legal fees) liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

40. THIS COURT ORDERS that, in addition to the obligations of the Applicants set out in the DIP Term Sheet, the Applicants and the Monitor shall promptly upon request provide to the DIP Lender access to such information as it may reasonably request concerning the business and affairs of the Applicants and the Foreign Entities, including, without limitation, bank statements and transaction records, general ledgers, budgets, cheque registers and cancelled cheques, and material contracts, all subject to recognition that the Applicants have reduced their staffing as part of the restructuring process.

41. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 44 and 46 hereof.

42. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge, the DIP Term Sheet, or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Term Sheet, Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon three business days' prior notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

43. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the DIP Term Sheet or the Definitive Documents.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

44. THIS COURT ORDERS that the priorities of the security given by the Applicants to the Secured Lender (the "**Secured Lender Security**"), the Directors' Charge, the Administration Charge, the Financial Advisor Charge, the Subordinated Administration Charge and the DIP Lender's Charge as among them, shall be as follows:

First – Administration Charge (to the maximum amount \$300,000);

Second – Financial Advisor Charge (to the maximum amount of \$300,000);

Third – DIP Lender's Charge;

Fourth – Directors' Charge (to the maximum amount of \$45,000);

Fifth – Secured Lender Security; and

Sixth - Subordinated Administration Charge.

45. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the Financial Advisor Charge, the Subordinated Administration Charge or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

46. THIS COURT ORDERS that (i) each of the Directors' Charge, the Administration Charge, the Financial Advisor Charge, and the DIP Lender's Charge shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment, and (ii) the Subordinated Administration Charge shall constitute a charge on the Property and shall rank in priority to all Encumbrances in favour of any Person, notwithstanding the order of perfection or attachment, other than the Administration Charge, the Financial Advisor Charge, the DIP Lender's Charge, the Directors' Charge and the Secured Lender Security.

47. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges or the Secured Lender Security, unless the Applicants also obtain the prior written consent of all of the beneficiaries of the Charges and the Secured Lender Security, or further Order of this Court.

48. THIS COURT ORDERS that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) any applications(s) for receivership order(s) issued pursuant to the BIA, the *Courts of Justice Act*, or any other statute, or any order(s) made pursuant to such applications; (e) the provisions of any federal or provincial statutes; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the DIP Term Sheet and the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order, the DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

49. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

**RESTRICTIONS ON EXTENSION OF CCAA PROCEEDINGS**

50. THIS COURT ORDERS that, notwithstanding any other provision of this Order, the Applicants may not seek or obtain any extension of the Stay Period beyond 11:59 p.m. (Toronto time) on January 7, 2014, unless it has repaid both the DIP Lender and the Secured Lender in full or received the prior written consent of the Secured Lender and the Monitor prior to such date (such date beyond which the Applicants may not seek or obtain any extension of the Stay Period, if any, being the "**Outside Date**"). Immediately following the Outside Date and with automatic effect: (i) these proceedings shall terminate (the "**Termination**"), (ii) the Monitor shall be released and discharged, and (iii) this Order (except for paragraphs 22, 23, 31, 34, 35, 36, and 41 hereof) shall be of no further force or effect. provided, however, that:

- (a) the Administration Charge, the Financial Advisor Charge and the Subordinated Administration Charge shall not secure any fees or disbursements of the Monitor, its counsel, counsel to the Applicants or the Financial Advisor (collectively, the "**Insolvency Professional Fees**") incurred after the Termination, except those Insolvency Professional Fees which relate to:
  - (i) obtaining the approval(s) or other relief from this Court as set out in paragraph 52 hereof;
  - (ii) the fees of the Monitor or its counsel in relation to the transition from these CCAA proceedings to a receivership; or
  - (iii) any other fees or disbursements of the Applicants' counsel, the Monitor, the Monitor's counsel or the Financial Advisor which are approved by the Secured Lender in advance.

51. THIS COURT ORDERS that, immediately upon the Termination, a receiver selected by the Secured Lender shall hereby be appointed, without security, over all assets and undertakings of the Applicants pursuant to section 243 of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*, and a receivership order substantially in the form of Schedule "A" (the "**Receivership Order**") shall issue immediately upon the Secured Lender filing with the Court a written consent of a licensed bankruptcy trustee, selected by the Secured Lender, to act as receiver. The Secured Lender may attend at a Commercial List chambers appointment as soon

as practicable after the Termination for the purpose of having the Receivership Order signed, which the Applicants have irrevocably consented to.

52. THIS COURT ORDERS that, notwithstanding the occurrence of the Termination, Duff & Phelps Canada Restructuring Inc. is authorized to apply to this Court from and after the date of the Termination to seek: (a) approval of (i) its conduct and activities, and (ii) its fees and disbursements and those of its counsel incurred in connection with these proceedings; and (b) such other relief as Duff & Phelps Canada Restructuring Inc. deems appropriate in connection with its role as Monitor in these proceedings, its discharge as Monitor and any matters relating to the transition of these CCAA proceedings to receivership proceedings. The Termination in accordance with paragraph 50 hereof shall not affect, vary, derogate from or limit any of the protections in favour of the Monitor at law or pursuant to the CCAA, this Order or any other Order that may be granted by this Court in these proceedings.

#### **SALE AND INVESTMENT SOLICITATION PROCESS**

53. THIS COURT ORDERS AND DIRECTS that the Sale and Investment Solicitation Process (the "**SISP**") attached as Schedule "B" to this Order be and is hereby approved, and the Financial Advisor, the Monitor and the Applicants are authorized and directed to perform each of their obligations thereunder and to do all things reasonably necessary to perform their obligations thereunder.

54. THIS COURT ORDERS that each of the Monitor and the Financial Advisor, and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Monitor or the Financial Advisor, as applicable, in performing its obligations under the SISP (as determined by this Court).

55. THIS COURT ORDERS that, in connection with the SISP and pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Applicants, the Financial Advisor and the Monitor are authorized and permitted to disclose personal information of identifiable individuals to prospective investors, financiers, purchasers or offerors

and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more investment, finance or sale transactions (each, a “**Transaction**”). Each prospective investor, financier, purchaser, or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Applicants, the Financial Advisor or the Monitor, as applicable; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicants, the Financial Advisor or the Monitor, as applicable, or ensure that all other personal information is destroyed.

#### **SERVICE AND NOTICE**

56. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

57. THIS COURT ORDERS that the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or email to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.



58. THIS COURT ORDERS that the Applicants, the Monitor, the Secured Lender and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at <http://www.duffandphelps.com/services/restructuring/Pages/RestructuringCases.aspx>, and that any such service or notice by email shall be deemed to be received on the day on which such transmission occurs, or if such transmission occurs after 5:00p.m. or on a day that is not a business day, then on the next business day after such transmission.

### **GENERAL**

59. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

60. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

61. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Peru, or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

62. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative

in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

63. THIS COURT ORDERS that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven days' notice to the Secured Lender any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

64. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Daylight Time on the date of this Order, and, for greater certainty, the DIP Lender shall be entitled to rely on this Order as issued for all advances made under the DIP Term Sheet and the Definitive Documents up to and including the date this Order may be varied or amended by this Court.

65. THIS COURT ORDERS that, notwithstanding paragraph 63 of this Order, no order shall be made varying, rescinding or otherwise affecting (i) the priorities of this Order with respect to the Charges, the Secured Lender Security, the DIP Term Sheet or the Definitive Documents, or paragraphs 50 or 51 of this Order, unless notice of a motion is served on the Monitor, the Applicants, and the Secured Lender returnable no later than September 5, 2013, or except with the written consent of the Applicants, the Monitor, and the Secured Lender.

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Schedule "A"

**SCHEDULE "A"**

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) \_\_\_\_\_ DAY, THE \_\_\_\_  
JUSTICE )  
 ) DAY OF \_\_\_\_\_, 201\_\_

**IN THE MATTER OF SECTION 243 OF *THE BANKRUPTCY AND INSOLVENCY ACT*  
AND SECTION 101 OF THE *COURTS OF JUSTICE ACT***

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
TAMERLANE VENTURES INC. AND PINE POINT HOLDING CORP.**

**ORDER**

THIS APPLICATION made by Global Resource Fund ("**GRF**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing [RECEIVER'S NAME] as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Tamerlane Ventures Inc. and Pine Point Holding Corp. (collectively, the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day in chambers at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application and the provisions of the Initial Order made in Commercial List File No. CV-13-[ ]-00CL (the "**Initial Order**") which provide that a Receiver be appointed over the Debtor immediately after the Outside Date (as defined in the Initial Order), upon hearing the submissions of counsel for Global Resource Fund and upon the Debtor consenting to this order, no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver,

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

## **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, [RECEIVER'S NAME] is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

## **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any

obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The

authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, section 31 of the Ontario *Mortgages Act*, or equivalent statutory provisions of other provinces or territories, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals,



firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including

providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

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

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or

other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA but provided, however, that the Receiver's Charge shall rank *pari passu* with the Administration Charge granted pursuant to the Initial Order.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

20. THIS COURT ORDERS that, with the prior written consent of GRF, the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the Administration Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

### **GENERAL**

24. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. THIS COURT ORDERS that GRF shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of GRF's security or, if not so provided by GRF's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

CERTIFICATE NO.

AMOUNT \$

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties of Tamerlane Ventures Inc. and Pine Point Holding Corp. (the "Debtor") (acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the of MONTH, 20YR (the "Order") made in an action having Court file number \_\_\_-CL-\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_, being part of the total principal sum of \$\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_ day of MONTH, 20YR.

[RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

Schedule "B"