

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

GLOBAL RESOURCE FUND

Applicant

- and -

TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Respondents

APPLICATION UNDER section 243 of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, RSO 1990, c. C-43.

**MOTION RECORD
(Motion for Approval and Authorization Order Returnable January 30, 2019)**

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Court File No. CV-14-10417-00CL

**ONTARIO
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**NOTICE OF MOTION
(Approval and Authorization Order)
(Returnable January 30, 2019)**

KSV Kofman Inc., in its capacity as receiver (the “**Receiver**”) of the assets, properties and undertakings of Tamerlane Ventures Inc. (“**Tamerlane**”) and Pine Point Holding Corp. (together with Tamerlane, the “**Company**”), appointed pursuant to an Order of this Court dated January 30, 2014 (the “**Receivership Order**”) will make a motion before a Judge of the Ontario Superior Court of Justice (Commercial List) on January 30, 2019 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. an Order (the “**Approval and Authorization Order**”), *inter alia*:

- (a) approving the assignment transaction (the “**Transaction**”) relating to an assignment of Tamerlane’s rights in certain causes of action commenced in Peru (collectively, the “**Causes of Action**”) regarding ownership of mining concessions located in Peru denominated as El Pino, Los Pinos No. 1 and Los Pinos No. 6 (collectively, the “**Concessions**”);
 - (b) authorizing (i) the Receiver to grant a Power of Attorney necessary in order to execute documents in Peru (the “**Power of Attorney**”); and (ii) Tamerlane or the Receiver or the Power of Attorney on Tamerlane’s behalf, to enter into an Assignment Agreement with respect to Tamerlane’s rights in the Causes of Action (the “**Assignment Agreement**”) and an Escrow Agreement with respect to the consideration therefor (the “**Escrow Agreement**”, together with the Assignment Agreement and the Power of Attorney, the “**Transaction Documents**”), with such minor amendments to the Transaction Documents as the parties may agree;
 - (c) authorizing and directing the Receiver to distribute to Global Resource Fund (“**GRF**”), in its capacity as senior secured creditor of the Company, the proceeds of the Transaction (once released to the Receiver from escrow); and
 - (d) approving the Fourth Report of the Receiver dated January 22, 2019 (the “**Fourth Report**”) and the actions, conduct and activities of the Receiver described therein; and
2. such further and other relief as this Court deems just.

THE GROUNDS FOR THE MOTION ARE:¹

1. The Company was granted protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) pursuant to an Initial Order of the Court granted August 23, 2013 (the “**Initial Order**”);

¹ Capitalized terms used but not otherwise defined herein have the meanings given to them in the Receiver’s Fourth Report.

2. As a result of the Company's inability to meet certain conditions and transaction milestones specified in the Initial Order, the CCAA proceedings were terminated and the Receiver's predecessor firm was appointed as receiver of the Company pursuant to the Receivership Order, which mandate was transferred to the Receiver by an Order of this Court dated July 10, 2015;
3. The principal purpose of these restructuring proceedings was to create a stabilized environment in which to carry out a sale and investment solicitation process ("**SISP**") for the Companies' business and assets, including the Concessions;
4. It has not been possible to complete a sale of the Concessions because of an ownership dispute between, *inter alia*, Tamerlane and Alexander Vidaurre ("**Vidaurre**"), a former employee of the Tamerlane group of companies;
5. The ownership dispute is the subject of civil litigation commenced in various courts in Peru, including the Causes of Action in which Tamerlane alleges Vidaurre illegally transferred ownership of the Concessions to himself and his secretary through fraudulent shareholder registries and transfers;
6. Ingenieria, Minería Y Construcción, Contratistas Generales S.A.C. ("**IMICON**") is interested in owning the Concessions and as a result of negotiations over a number of years between the Receiver and IMICON, it was determined that the only mechanism available to complete a transaction for the Concessions is for IMICON to take an assignment of Tamerlane's rights in the civil actions, after which IMICON would be responsible to address Vidaurre's (among others) rights in the civil actions and take any other steps required to obtain ownership of the Concessions;
7. Pursuant to the Receivership Order, the Receiver is authorized to, *inter alia*, assign all or any part of the Company's property and to execute documents 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 the Receivership Order;
8. The Company, with the assistance of its financial advisor, solicited transaction opportunities in respect of the Concessions in connection with a sale process undertaken

in the CCAA proceedings, and the Receiver has continued to market the assets during the receivership proceedings;

9. The extensive canvassing of the market undertaken by the Company and the Receiver did not lead to any executable transactions for a sale of the Concessions, primarily as a result of the ownership dispute and challenges associated with the legal proceedings in Peru;
10. Through negotiations between the Receiver, IMICON and Peruvian legal counsel, commencing in October 2014 and continuing throughout, including following the expiry of a letter of intent executed in 2015 (the “**LOI**”), it became apparent that a purchase of the Concessions was not feasible given, among other things, the ownership dispute and tax considerations;
11. The construct of the transaction therefore changed from a purchase of the Concessions to the Transaction whereby Tamerlane would assign all of its rights in the Causes of Action to IMICON as the complete transaction among IMICON and the Receiver on behalf of Tamerlane (IMICON would enter into separate transactions with Vidaurre among others to ultimately have the Concessions transferred to IMICON; however, the Receiver is not involved in those transactions and the Transaction is not conditional on them);
12. The consideration for the assignment of the Causes of Action is US\$1,500,000, comprised of a US\$100,000 deposit received under the LOI and a second payment of US\$1,400,000 (the “**Second Payment**”) to be paid into an escrow account with the Escrow Agent (Goodmans) upon execution of the Assignment Agreement as a private contract, to be irrevocably released in accordance with the terms of the Escrow Agreement;
13. The Transaction is the only executable transaction to effect a realization in respect of the Concessions after their extensive marketing over a multi-year period and the consideration is fair and reasonable in the circumstances;
14. The proposed Approval and Authorization Order is the first in a series of steps necessary to complete the Transaction, the majority of which are to be carried out in Peru, which steps include:

- (a) registration of the Power of Attorney (which designates Mr. Lewis, the principal of GRF, as the party executing documents on behalf of Tamerlane in Peru) in the Peruvian Public Registry, which Power of Attorney and registration thereof is required to execute the Assignment Agreement in Peru;
- (b) execution of the Assignment Agreement as a private contract in Peru and before a Peruvian notary;
- (c) initiation of the wire transfer by IMICON for the Second Payment to the Escrow Agent; and
- (d) following the Escrow Agent's receipt of the Second Payment, execution of the Assignment Agreement as a public deed in Peru and before a Peruvian notary,

all of which is expected will take some months to complete;

15. Pursuant to the Escrow Agreement:

- (a) the only circumstance in which the Second Payment would not be released to the Receiver is if Mr. Lewis, the principal of GRF who is the Power of Attorney and who represents the only party (GRF) with an economic interest in these proceedings, does not return before the Peruvian Notary to sign the Assignment Agreement as a public deed²;
- (b) otherwise, the First Payment and the Second Payment will be irrevocably released to the Receiver in all circumstances and at the very latest, within approximately seven months of the Escrow Agent's receipt of the Second Payment;³

² If such unlikely event does occur, the Peruvian Notary will destroy the Assignment Agreement as a private contract and the Second Payment will be returned to IMICON.

³ This is to allow time for each of the Peruvian courts to approve the procedural succession set out in the Assignment Agreement; however, the Second Payment is released to the Receiver in any event by an outside date of 215 days following the Escrow Agent's receipt of the Second Payment, regardless of whether each Peruvian court has approved the procedural succession.

16. The cost of pursuing the civil actions in Peru and paying administrative costs to maintain the Concessions has been significant - completion of the Transaction will eliminate the need to continue to fund the litigation and maintenance costs related to the Concessions and will allow some recovery in respect of the Concessions for GRF, Tamerlane's senior secured lender;
17. The Receiver will file a certificate with this Court once the Second Payment is released from escrow, and if the Second Payment is released to the Receiver, the Receiver intends to distribute the net proceeds from the Transaction to GRF to reduce secured amounts owing to GRF;
18. GRF, which is the party with the economic interest in these proceedings, supports the completion of the Transaction and the relief sought in the Approval and Authorization Order;
19. The Receiver has acted in good faith and the Receiver's activities as described in the Fourth Report are reasonable and appropriate;
20. Paragraphs 3(h) and 3(m) of the Receivership Order; and
21. such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this Motion:

1. the Receiver's Fourth Report; and
2. such further and other materials as counsel may advise and this Court may permit.

Date: January 22, 2019

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Court File No. CV-14-10417-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

GLOBAL RESOURCE FUND

Applicant

- and -

TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Respondents

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GLOBAL RESOURCE FUND

and

TAMERLANE VENTURES INC. and
PINE POINT HOLDING CORP.

Court File No. CV-14-10417-00CL

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION
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**Fourth Report to Court of
KSV Kofman Inc. as Receiver of
Tamerlane Ventures Inc. and Pine Point
Holding Corp.**

January 22, 2019

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COURT FILE NO.: CV-14-10417-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

GLOBAL RESOURCE FUND

APPLICANT

-AND-

TAMERLANE VENTURES INC. AND PINE POINT HOLDING CORP.

RESPONDENTS

**FOURTH REPORT OF KSV KOFMAN INC.
AS RECEIVER OF TAMERLANE VENTURES INC. AND PINE POINT HOLDING CORP.**

JANUARY 22, 2019

1.0 Introduction

1. Pursuant to an order (“Initial Order”) of the Ontario Superior Court of Justice (“Court”) made on August 23, 2013, Tamerlane Ventures Inc. (“Tamerlane”) and Pine Point Holding Corp. (“PPHC”) were granted protection under the *Companies’ Creditors Arrangement Act* (the “CCAA”) and Duff & Phelps Canada Restructuring Inc. (“D&P”) was appointed the monitor (the “Monitor”) in the CCAA proceedings (Tamerlane and PPHC are jointly referred to as the “Companies”).
2. The affidavit of Margaret M. Kent sworn August 22, 2013 (the “Kent Affidavit”) and filed in support of the Companies’ application for CCAA protection provides, *inter alia*, the Companies’ background, including the reasons the Companies filed for CCAA protection. At the time Ms. Kent swore her affidavit she was Tamerlane’s Executive Chair, Chief Financial Officer and a director of PPHC. A copy of the Kent Affidavit is attached as Appendix “A” (without Exhibits).

3. Pursuant to Court orders made in the CCAA proceedings, the Companies could not seek an extension of the CCAA stay of proceedings beyond January 31, 2014, unless by that date it had: (i) repaid in full its principal secured creditor, Global Resource Fund (“GRF”); or (ii) received written consent from GRF and the Monitor to seek an extension of the stay.
4. Prior to January 31, 2014, GRF advised the Companies and the Monitor that it was not prepared to consent to a further extension of the stay of proceedings in the CCAA and that it intended to seek an order (the “Receivership Order”) appointing D&P as receiver of all the Companies’ assets, property and undertaking.
5. Pursuant to Court orders made on January 30, 2014, the CCAA proceedings were terminated (the “Termination Order”) and D&P was appointed as receiver (the “Receiver”). Copies of the Termination Order and the Receivership Order are attached as Appendices “B” and “C”, respectively.
6. On June 30, 2015 (the “Effective Date”), D&P was acquired by KSV. Pursuant to an order of the Court made on July 10, 2015, D&P’s ongoing mandates were transferred to KSV, including acting as the Receiver in these proceedings. The professionals overseeing this mandate prior to the Effective Date remain unchanged.
7. The principal purpose of these restructuring proceedings was to create a stabilized environment in which to carry out a sale and investment solicitation process (“SISP”) for the Companies’ business and assets, including mining concessions located in Peru denominated as El Pino, Los Pinos No. 1 and Los Pinos No. 6 (the “Concessions”) owned by Minera Los Pinos de Cañete SAC (“MLPC”), a subsidiary of Tamerlane, previously, a subsidiary of Tamerlane Ventures Peru S.A.C (“Tamerlane Peru”) and an indirect subsidiary of Tamerlane.
8. It has not been possible to complete a sale of the Concessions because of an ownership dispute between, *inter alia*, Tamerlane and Alexander Vidaurre (“Vidaurre”), a former employee of the Tamerlane Group (as defined below).
9. The ownership dispute is the subject of civil litigation commenced in various courts in Peru. The two principal actions, discussed in more detail in Section 3 (3) below, are summarized as follows:¹

Plaintiff	Court	Purpose
Tamerlane	7 th Commercial Civil Court of Lima (the “Lima Case”)	To declare Tamerlane Ventures as the true owner of Tamerlane Peru
Tamerlane	1 st Commercial Civil Court of Cañete (the “Cañete Case”)	To nullify the actions taken by Vidaurre to transfer the MLPC shares and the Concessions such that the Concessions are owned by Tamerlane

¹ In addition to the principal actions, there is one other proceeding in Peru in which Tamerlane Peru, through Vidaurre and his purported ownership of Tamerlane Peru, is the plaintiff and Tamerlane is the defendant.

10. In addition to the civil actions, Vidaurre has been criminally convicted in Peru of altering the minute books of MLPC to reflect that he and his lawyer, Mr. Sztrancman (“Sztrancman”), own the shares of MLPC.
11. Ingenieria, Minería Y Construcción, Contratistas Generales S.A.C. (“IMICON”) is interested in owning the Concessions. As a result of negotiations over a number of years between the Receiver and IMICON, it was determined that the only mechanism available to complete a transaction for the Concessions is for IMICON to take an assignment of Tamerlane’s rights in the civil actions, after which IMICON would be responsible to address Vidaurre’s (among others) rights in the causes of action and any other steps required to obtain ownership of the Concessions.

1.1 Purposes of this Report

1. The purposes of this report (“Report”) are to:
 - a) provide background information about the Companies;
 - b) discuss the SISF that was carried out in the CCAA proceedings and in the receivership proceedings;
 - c) summarize the terms of a transaction for the assignment to IMICON of Tamerlane’s interest in the civil actions (the “Transaction”);
 - d) summarize the terms of the following documents (collectively, the “Transaction Documents”):
 - i. an agreement assigning the rights of Tamerlane in the civil actions to IMICON (the “Assignment Agreement”);
 - ii. a Power of Attorney to be provided by the Receiver to David Lewis, Chief Executive Officer of GRF (the “Power of Attorney”);
 - iii. an Escrow Agreement (the “Escrow Agreement”) among IMICON, the Receiver and Goodmans LLP as escrow agent (in such capacity, the “Escrow Agent”)²;
 - e) set out the Receiver’s recommendations to distribute the proceeds of the Transaction to GRF (the “Distribution”);
 - f) recommend that the Court issue an order, among other things:
 - i. approving the Transaction;
 - ii. authorizing the Receiver to grant the Power of Attorney to Mr. Lewis and the entering into of the Assignment Agreement and Escrow Agreement, with such minor amendments to such documents as the Receiver and the counterparties may agree in order to complete the Transaction;

² Goodmans is also the Receiver’s legal counsel.

- iii. authorizing and directing the Receiver to make the Distribution; and
- iv. approving this Report and the activities of the Receiver described herein.

1.2 Currency

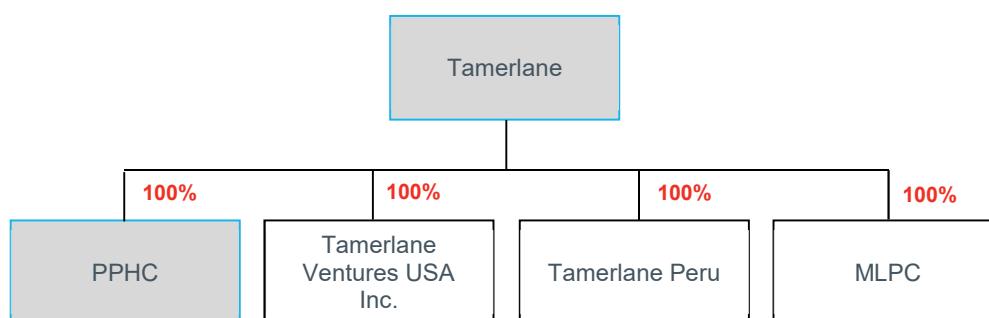
1. Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon financial and other information sourced from the Companies' books and records and discussions with various parties, including the Receiver's Peruvian legal counsel, GRF's Peruvian legal counsel, GRF's representatives and the Companies' representatives concerning all matters in these proceedings, including the ownership of the Concessions and all litigation related thereto. The Receiver expresses no opinion or other form of assurance with respect to any matter concerning the Concessions, including the ownership thereof and the respective arguments underlying the Peruvian litigation (discussed herein). Any party placing reliance on the information in this Report concerning the Concessions and its related litigation should perform its own diligence.

2.0 Background

1. The shares of Tamerlane were previously listed on Tier 2 of the TSX Venture Exchange. On January 30, 2014, trading in the shares was suspended indefinitely as a result of the receivership.
2. Tamerlane's corporate chart is provided below.³ Tamerlane and its subsidiaries are collectively referred to as the "Tamerlane Group".



³ The shaded entities are subject to the receivership proceedings. The chart reflects Tamerlane's position on the corporate structure.

3. The Tamerlane Group engaged in the acquisition, exploration and development of base metal projects in Canada and Peru. The Tamerlane Group's flagship property was Pine Point (the "Pine Point Property"), a project located near Hay River in the South Slave Lake area of the Northwest Territories of Canada. The Pine Point Property was owned by PPHC. On December 16, 2016, the Court approved a sale by the Receiver of its and PPHC's right, title and interest in the Pine Point Property to Darnley Bay Resources Ltd., which transaction was completed on December 20, 2016.
4. Additional information concerning the Companies and these proceedings can be found in the court materials on the Receiver's website at: <https://www.ksvadvisory.com/insolvency-cases/case/tamerlane-ventures-inc>.

3.0 Concessions

1. The Concessions consist of a copper deposit located in Peru. The Concessions are an exploration property with no active mining operations.
2. The Receiver understands that in 2007, Tamerlane advanced \$1 million to Tamerlane Peru so that Tamerlane Peru could purchase the shares of MLPC, which entity held the Concessions (the "Loan").
3. Since 2008, the Concessions have been the subject of the ownership dispute between, *inter alia*, Tamerlane and Vidaurre, as summarized below. The civil actions are ongoing in Peru and may take several years to resolve. A summary of the civil actions is provided below.
 - a) Lima Case
 - Background: The share certificates in Tamerlane Peru's minute books reflect Vidaurre and his secretary as the owners of Tamerlane Peru.
 - Plaintiff: Tamerlane seeks a determination that it owns the shares of Tamerlane Peru.
 - Tamerlane's position: Vidaurre and his secretary were only agents of Tamerlane Ventures. The share certificates they issued in the name of Vidaurre and his secretary should be voided and Tamerlane declared the true owner.
 - Status: the Lima court has determined that Vidaurre and his secretary own the shares of Tamerlane Peru.
 - Importance: this case may be of no consequence as Tamerlane takes the position that it foreclosed on the shares of MLPC when Tamerlane Peru could not repay the Loan.

b) Cañete Case

- Background: There are several share registries for MLPC. The most recent registry reflects that Tamerlane Peru has a 50% interest in MLPC and that Sztrancman owns the other 50%.
 - Plaintiff: Tamerlane seeks a determination that it owns the shares of MLPC, which owns the Concessions.
 - Tamerlane's position: Tamerlane claims that: (i) it is the sole owner of MLPC as it foreclosed on the shares of MLPC owned by Tamerlane Peru when Tamerlane Peru was unable to pay the Loan; and (ii) Vidaurre illegally created a third set of minute books reflecting that Tamerlane Peru and Sztrancman own MLPC. Vidaurre has been criminally convicted in Peru of falsifying records in connection with MLPC's share certificates.
 - Status: This matter is ongoing.
 - Importance: This is the critical case to determine the ownership of the Concessions. If Tamerlane is successful, it would own 100% of MLPC, which, in turn, owns the Concessions, whereas if Vidaurre is successful, Mr. Vidaurre and his group would own the Concessions through his interest in Tamerlane Peru, with Sztrancman having the other 50% interest. A decision in this case is not expected in the near term. Any decision is subject to appeal.
4. There is an injunction in Peru preventing the sale of the Concessions until the civil actions are resolved.
 5. It has been challenging for the Receiver to participate in the civil actions for several reasons, including communication barriers with certain Peruvian legal advisors in these proceedings, as well as challenges understanding the Peruvian legal process. Peruvian legal counsel has advised the Receiver that the Peruvian proceedings are expected to continue for many years.
 6. The cost of pursuing the litigation and paying administrative costs to maintain the Concessions has been significant. Over US\$350,000 has been paid to the Receiver's Peruvian legal counsel since the commencement of the receivership proceedings. Completion of the Transaction will eliminate the need to continue to fund the litigation costs and the maintenance costs related to the Concessions.

4.0 SISP

4.1 CCAA Proceedings

1. Pursuant to the terms of the Initial Order, the Companies engaged PricewaterhouseCoopers Corporate Finance Inc. ("PwC") as financial advisor to lead the SISP, under the supervision of the Monitor.
2. The purpose of the SISP was to sell the Pine Point Property and the Concessions.

3. A summary of PwC's activities is as follows:
 - PwC contacted over 300 strategic and financial parties, including interested and potentially interested parties previously identified and approached by Tamerlane;
 - PwC distributed an interest solicitation letter, together with a non-disclosure agreement ("NDA") to all parties contacted. The interest solicitation letter included information on the Concessions, the Pine Point Property, the Tamerlane Group's management and the SISP timelines;
 - Eight parties signed the NDA. These parties were provided access to a data room, which included information regarding the Concessions and the Pine Point Property, such as geological reports and mining feasibility analyses;
 - Six expressions of interest were received, including four for the Concessions; and
 - The Pine Point property was sold in December 2016; however, no transaction could be completed for the Concessions.

4.2 Receivership Proceedings

1. Pursuant to the terms of the Receivership Order, the Receiver continued to retain PwC as financial advisor on the terms set out in an agreement between PwC and Tamerlane. PwC's involvement in the process decreased substantially in 2014. Thereafter, the sale process was conducted by the Receiver. PwC's mandate was formally terminated by the Receiver in August 2016.
2. Negotiations between the Receiver and IMICON commenced in October 2014. In May 2015, IMICON and the Receiver executed a Letter of Intent (the "LOI") for the purchase of the Concessions by IMICON and IMICON paid a US\$100,000 deposit to the Receiver (the "Deposit" or "First Payment"). IMICON was granted exclusivity to perform diligence until September 2015, at which time the LOI expired. Notwithstanding the expiry of the LOI, the parties have continued to negotiate a transaction since that time. Through many discussions and the involvement of Peruvian legal counsel, it became apparent that a purchase of the Concessions was not feasible given, among other things, the ownership dispute and tax considerations.
3. During 2016, the construct of the transaction changed from a purchase of the Concessions to an assignment transaction whereby Tamerlane would assign all of its rights in the civil actions to IMICON as the complete transaction among IMICON and the Receiver on behalf of Tamerlane. IMICON would enter into separate transactions with Vidaurre, among others, to ultimately have the Concessions transferred to IMICON; however, the Receiver is not involved in those transactions and the assignment transaction is not conditional on them.

4. Because of the history between Tamerlane's former management and Vidaurre, completion of the Transaction has been hindered by a lack of trust, including a perception by certain parties involved in these proceedings of a relationship between IMICON and Vidaurre. Significant efforts have been undertaken by the Receiver and IMICON to reduce closing risk, namely:
 - i. for the Receiver, that the contemplated consideration is paid to it in virtually all circumstances and it is not conditional on any transaction with Vidaurre; and
 - ii. for IMICON, that it obtains Tamerlane's rights in the civil actions in accordance with the terms of the Transaction to allow it to proceed with its separate transactions with Vidaurre.
5. The Transaction has also been delayed due to IMICON's diligence, including familiarizing itself with the civil actions and the criminal proceedings. The Receiver understands that contemporaneous with its negotiations with the Receiver, IMICON has also been in negotiations with Vidaurre and others to acquire their rights in the civil actions and to transfer the Concessions, although, as noted, the Transaction with Tamerlane (including payment of the consideration) is not conditional on the completion of those transactions nor on the transfer of the Concessions.
6. The Transaction was also delayed in mid-2018 due to an archaeological issue raised by the Peruvian government that IMICON had to diligence so that it could confirm that the issue would not affect its ability to mine the Concessions.
7. In January 2019, the Receiver and IMICON finalized the Transaction Documents, which are subject to Court approval. Court approval is the first in a series of steps necessary to complete the Transaction, the majority of which are to be carried out in Peru.

5.0 Transaction

1. The transaction documents, except for the Escrow Agreement, have been drafted in Spanish. English translations of the Power of Attorney, the Assignment Agreement⁴ and the Escrow Agreement, which are in substantially final form, are attached as Appendix "D", "E" and "F", respectively.

⁴ A copy of the Spanish version of the Assignment Agreement is also included in Appendix "E".

2. The Transaction is summarized below:

- a) **Power of Attorney:** the Assignment Agreement must be executed in Peru and notarized by a Peruvian notary. The Receiver is seeking Court approval to grant a Power of Attorney to Mr. Lewis of GRF to authorize him to execute the Assignment Agreement and to perform any other acts necessary to complete the Transaction. The Secured Lender's Peruvian legal counsel has advised that it may take months to register the Power of Attorney. The Power of Attorney must be registered before the balance of the Transaction steps can be completed.
- b) **Assignment Agreement:**
- Tamerlane, through its Power of Attorney, will assign all its rights in the civil actions to IMICON;
 - The consideration for the assignment is US\$1.5 million, comprised of the First Payment and a second payment of US\$1.4 million (the "Second Payment") to be paid into an escrow account with the Escrow Agent (Goodmans), all to be irrevocably released in accordance with the terms of the Escrow Agreement.
 - The Receiver understands that the Assignment Agreement must be signed as a "public deed" by a Peruvian notary to assist the various courts in Peru and for IMICON to subsequently register it in connection with its separate Concession transaction. Once the Assignment Agreement is signed as a public deed, it cannot be rescinded by the Receiver or any other party. Due to the litigation surrounding the Concessions, the Receiver is unwilling to have the Assignment Agreement executed as a public deed until the Escrow Agent receives the Second Payment. To address this, the Receiver and IMICON have agreed that:
 - i. Mr. Lewis and IMICON will attend at a closing in Peru to first sign the Assignment Agreement as a private contract⁵;
 - ii. IMICON will then immediately wire the Second Payment to the Escrow Agent; and
 - iii. within three business days of the Escrow Agent's confirmation of receipt of the Second Payment, Mr. Lewis and IMICON must return to the closing before the Peruvian Notary to sign the Assignment Agreement as a public deed.

In this way, the execution of the Assignment Agreement as a public deed will only happen after the Escrow Agent acknowledges receipt of the Second Payment.

⁵ So that there is a binding contract in place between Tamerlane and IMICON.

- The private contract will remain with the Peruvian Notary until Mr. Lewis and IMICON sign the Assignment Agreement as a public deed. If Mr. Lewis does not sign the Assignment Agreement as a public deed, the private contract will be destroyed and the Second Payment will be returned to IMICON.
- c) **Escrow Agreement:**
- The Escrow Agent will release the Second Payment to the Receiver on the earlier of:
 - i. notice from IMICON's counsel that each of the Peruvian Courts has approved the procedural succession set out in the Assignment Agreement and each approval has become a final order (the "Peruvian Court Approval"); and
 - ii. 185 days following the date that the Escrow Agent confirms receipt of the Second Payment (the "Expiry Release Date"). The Expiry Release Date can be extended by IMICON for a period of thirty days to provide it with additional time to obtain Peruvian Court Approval.
 - Accordingly, the only circumstance in which the Second Payment would not be released to the Receiver is if Mr. Lewis, the principal of GRF, who is the Power of Attorney and who represents the only party (GRF) with an economic interest in these proceedings, does not return before the Peruvian Notary to sign the Assignment Agreement as a public deed. Otherwise, the First Payment and the Second Payment will be irrevocably released to the Receiver in all circumstances and at the very latest, within approximately seven months of the Escrow Agent's receipt of the Second Payment.

5.1 LC Gold

1. During negotiations with IMICON, IMICON advised the Receiver of a pre-receivership option agreement to transfer the Concessions from MLPC to LC Gold Peru SAC ("LC Gold") (the "Option Agreement"). The Option Agreement was never exercised and IMICON requires it to be terminated as a condition of the Transaction. The principal of LC Gold is a representative of Estudio Manini ("Manini"), the Receiver's Peruvian legal counsel. Manini has agreed to take the steps necessary to terminate the Option Agreement, which will be done concurrently with execution of the Assignment Agreement (both as a private contract and a public deed).

5.2 Recommendation

1. For the following reasons, the Receiver recommends that the Court issue an order approving the Transaction:
 - a) the SISP was conducted on a basis consistent with the Initial Order and the Receivership Order;

- b) the Companies, with the assistance of PWC, and the Receiver made extensive efforts to sell the Concessions and have conducted a wide canvassing of the market;
- c) the Transaction represents the only definitive opportunity to effect a realization in respect of the Concessions;
- d) the consideration under the Transaction is fair and reasonable in the circumstances;
- e) GRF, the only stakeholder with an interest in the Concessions⁶, supports the Transaction; and
- f) completion of the Transaction will discontinue the need for GRF to continue to fund these proceedings, including costs of the Receiver and its Peruvian and Canadian legal counsel.

6.0 Distributions to GRF

1. GRF is the Companies' principal secured creditor. As of January 2019, GRF was owed approximately US\$10 million, plus interest and costs, which continue to accrue.
2. Goodmans, the Receiver's counsel, reviewed the security of GRF at the commencement of the receivership proceedings. Goodmans provided an opinion under the laws of the Province of Ontario and engaged agents to provide an opinion under the laws of the Northwest Territories and Washington State and Washington D.C., respectively. Read together, the opinions provide that, subject to the assumptions and qualifications contained therein, the personal property security granted in favour of GRF is valid and enforceable and creates valid security interests in the personal property of the Companies to which the *Personal Property Security Act (Ontario)*, the *Personal Property Security Act (Northwest Territories)*, the *Uniform Commercial Code* of the State of Washington and the *Uniform Commercial Code* of the District of Columbia applies.
3. The Receiver has previously completed several distributions to GRF, including the proceeds from the sale of the Pine Point Property.
4. The Receiver is seeking the Court's authority to distribute the proceeds from the Transaction to GRF, upon the Receiver filing a certificate with the Court indicating that the Second Payment has been released from escrow in accordance with the terms of the Escrow Agreement.
5. The Receiver is not aware of any other claims that rank in priority to the secured claims of GRF.

⁶ Other than Vidaurre and Sztrancman, which is the subject of the dispute and the civil actions. As noted, the Receiver understands that IMICON is entering into a separate agreement for their interests in the civil actions and the Concessions in parallel with the Transaction.

7.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an Order granting the relief detailed in Section 1.1(f) of this Report.

* * *

All of which is respectfully submitted,

A handwritten signature in blue ink that reads "KSV Kofman Inc". The letters are cursive and somewhat stylized.

**KSV KOFMAN INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
TAMERLANE VENTURES INC. AND PINE POINT HOLDING CORP.
AND NOT IN ITS PERSONAL CAPACITY**

A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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.

AFFIDAVIT OF MARGARET M. KENT
(Sworn August 22, 2013)

I, Margaret M. Kent, of the City of Kailua-Kona, in the State of Hawaii, United States of America, **MAKE OATH AND SAY:**

1. I am (i) the Executive Chair and Chief Financial Officer of Tamerlane Ventures Inc. ("**Tamerlane**"), (ii) a Director of Pine Point Holding Corp. ("**Tamerlane Pine Point**", and together with Tamerlane, the "**Applicants**"), and (iii) the Chair and Treasurer of Tamerlane Ventures USA, Inc. ("**Tamerlane USA**", and together with the Applicants, the "**Company**"). As such, I have personal knowledge of the matters set out below, except where otherwise stated. Where I do not possess personal knowledge, I have stated the source of my information and I believe such information to be true.
2. All references to dollar amounts contained in this affidavit are to United States Dollars unless otherwise stated.

I. RELIEF SOUGHT

3. This affidavit is sworn in support of an application for an initial order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in respect of the Applicants, among other things:

- a) abridging and validating the time for service of the Notice of Application and the Application Record, and dispensing with further service thereof;
- b) declaring that the Applicants are companies to which the CCAA applies;
- c) appointing Duff & Phelps Canada Restructuring Inc. ("**Duff & Phelps**") as Monitor of the Applicants;
- d) staying all proceedings and remedies taken or that might be taken in respect of the Applicants or any of their property, except as otherwise set forth in the Initial Order;
- e) staying all proceedings and remedies taken or that might be taken in respect of Tamerlane USA or Tamerlane Ventures Peru SAC ("**Tamerlane Peru**"), or any of their property with respect to any claim involving the Applicants, except as otherwise set forth in the Initial Order;
- f) authorizing the Applicants to carry on business in a manner consistent with the preservation of their property and to make certain payments in connection with their business and the proceedings;
- g) authorizing the Applicants to borrow funds under a credit facility (the "**DIP Financing**"), with such DIP Financing to be on the terms set out in

the term sheet dated August 22, 2013 (the "**Term Sheet**") between the Applicants and Global Resource Fund (in such capacity, the "**DIP Lender**");

- h) granting the Administration Charge (defined below), the Financial Advisor Charge (as defined below), the Directors' Charge (as defined below), the DIP Lender's Charge (defined below), and the Subordinated Administration Charge (defined below);
- i) approving the SISP (defined below), and authorizing PricewaterhouseCoopers Corporate Finance Inc. (the "**Financial Advisor**"), the Monitor and the Applicants to perform their obligations thereunder;
- j) providing that the Applicants may not seek or obtain any extension of the stay of proceedings beyond 11:59 p.m. (Toronto time) on January 7, 2014 unless certain conditions (such as the prior written consent of the Applicants' secured lender) are met (such date beyond which the Applicants may not seek or obtain any extension of the stay period, if any, being the "**Outside Date**"), and that if those conditions are not met by the Outside Date, this proceeding will automatically terminate and a receiver will be appointed in respect of the Applicants; and
- k) permitting the Applicants to file with this Honourable Court a plan of compromise or arrangement.

4. The Secured Lender consents to the relief sought in this proceeding.

II. CORPORATE STRUCTURE

Tamerlane

5. Tamerlane is a publicly held company whose shares are listed on Tier 2 of the TSX Venture Exchange under the symbol "TAM". It was incorporated in the Province of British Columbia on May 16, 2000, and was continued as a federal corporation under the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44 (the "**CBCA**") on July 26, 2010. A copy of Tamerlane's articles of continuance is attached as Exhibit "A".

6. Tamerlane's registered office is located at 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3 and its executive office is located at 441 Peace Portal Drive, Blaine, Washington State, USA, 98230.

7. Tamerlane's share capital consists of an unlimited number of common shares without par value. As of August 20, 2013, Tamerlane had 137,828,529 common shares issued and outstanding as well as 5,630,000 stock options and 13,750,000 warrants outstanding. Additionally, a convertible debenture issued to Global Resource Fund, a fund managed by Renvest Mercantile Bancorp Inc. (the "**Secured Lender**"), would result in another 6,250,000 shares being issued and outstanding if converted.

8. To the best of my knowledge, no person beneficially owns, or exercises control or direction over, directly or indirectly, shares carrying more than 10% of the voting rights attached to all shares of Tamerlane except for (i) R. Christopher Charlwood, who beneficially owns 27,500,000 shares (19.95% of voting rights), and (ii) the Secured Lender, which beneficially owns 21,268,827 shares (15.4% of voting rights). Mr. Charlwood, who I believe to be a

sophisticated investor, purchased his shares in January 2013 for CAD \$1,698,842 (or CAD \$0.0618 per share). I understand that he continues to believe in the long-term value of the Company and its assets.

9. Mr. Charlwood, Tamerlane's largest shareholder, has been kept up-to-date by the Applicants with respect to this proposed CCAA proceeding, and does not object to any of the relief being sought.

The Tamerlane Group

10. Tamerlane Pine Point and Tamerlane USA are both direct subsidiaries of Tamerlane. An organization chart of the Company and other related subsidiaries (collectively, the "**Tamerlane Group**") is attached as Exhibit "B".

11. Tamerlane owns 100% of the shares of Tamerlane Pine Point, which is incorporated under the CBCA. The articles of incorporation of Tamerlane Pine Point are attached as Exhibit "C".

12. Tamerlane Pine Point's registered office is located at 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3.

13. Tamerlane also owns 100% of the shares of (i) Tamerlane USA, a company incorporated under the laws of the State of Washington, USA, (ii) Tamerlane Peru, a company incorporated under the laws of Peru, and (iii) Minera Los Pinos de Cañete SAC ("**Tamerlane Minera**"), a company incorporated under the laws of Peru.

14. None of Tamerlane USA, Tamerlane Peru or Tamerlane Minera is an applicant in these proceedings.

15. The Tamerlane Group's business is fully integrated among the Canadian, United States and Peruvian companies.

Management of the Applicants

16. As set out above, I am a director of each of the Applicants. In addition to me, the directors of each of the Applicants are as follows:

- a) Tamerlane: William J.V. Sheridan, J. Cowan McKinney, Timothy J. Chapman, and Ross F. Burns; and
- b) Tamerlane Pine Point: William J.V. Sheridan and Ross F. Burns.

17. The Tamerlane management team consists of the following individuals, all of which are employed by Tamerlane USA, which provides management services to the Applicants:

- a) Margaret Kent, Executive Chair and Chief Financial Officer of Tamerlane;
- b) John L. Key, Chief Executive Officer of Tamerlane;
- c) Judy Dudley, Vice President of Tamerlane; and
- d) Richard Meschke, Director, Corporate Development and Legal of Tamerlane.

18. The Applicants do not have any employees of their own.

III. THE BUSINESS

19. The Tamerlane Group is engaged in the acquisition, exploration and development of base metal projects in Canada and Peru. The Applicants' flagship property is the Pine Point Property,

a project located near Hay River in the South Slave Lake area of the Northwest Territories, Canada. The Tamerlane Group's other significant asset is the Los Pinos mining concessions in the Lima Department, Peru, that hosts a historic copper resource.

Pine Point

20. The Pine Point Property is owned by Tamerlane Pine Point. The mine at Pine Point was the largest and most profitable zinc-lead mine in Canadian history. From 1964 to 1987 more than 64 million tonnes of ore were extracted.

21. The Pine Point Property was ultimately shut down in 1987 due to high costs of maintaining a townsite, and exhaustion of near-plant resources. However, Tamerlane has learned from the problems encountered by previous operators, and is now proposing to mine the Pine Point Properties' ore bodies using a variety of open cut and underground mining methods. No townsite will be needed, and the mill site will be centrally located to all current and future ore deposits at the Pine Point Property.

22. In 2004, the Applicants acquired an option and exclusive right to earn an undivided 60% interest in the Pine Point Property. The Applicants commenced exploration in the fourth quarter of 2004 and in 2006 fulfilled all exploration requirements to earn the 60% interest in the property. In the second quarter of 2006, the Applicants increased their interest in the Pine Point Property to 100% in exchange for \$1,000,000 and the granting of a 3% net smelter return royalty to an entity controlled by the family trusts of two insiders of Tamerlane.

23. In 2007, the Applicants completed an NI 43-101 Technical Report on the Pine Point Property. The report defined 10.9 million tonnes of measured and indicated resources in

conjunction with a positive feasibility study of 1.0 million tonnes of proven and probable reserves for the R-190 zinc-lead deposit at the Pine Point Property, one of the major deposits at the Pine Point Property.

24. Between 2005 and 2008, the Applicants completed a full environmental assessment and received all necessary land and water permits to commence construction of the mill and mine infrastructure and operate the R-190 deposit. The 5-year permits were issued in 2008, but in late 2008 the Pine Point project was put on hold because of low metal prices.

25. On March 16, 2012, the Mackenzie Valley Land and Water Board approved a Type "A" Land Use Permit for the completion and construction of the main mine site at the R-190 deposit location. In addition to obtaining the Land Use Permit, the Applicants also obtained approval for an amended Water License for the R-190 deposit location. The Minister of Aboriginal Affairs and Northern Development Canada signed the Water License in April 2012. Both the Water License and the Land Use Permit are available for the full maximum term of 5 years. The Applicants have begun work on the necessary management plans associated with the Water License and Land Use Permit to allow for commencement of construction, which can begin once financing is obtained. All permits remain in good standing.

26. On April 2, 2012, an updated NI 43-101 Technical Report (the "**2012 R-190 Report**") of the six initial underground deposits at Pine Point comprising the R-190 project was completed. The 2012 R-190 Report reflects new cost assumptions based on updated quoted prices in late 2011 as well as the effect of changing the mine access from a shaft to a decline. No update was completed for the estimates of reserves and resources. The 2012 R-190 Report confirms that the R-190 project is feasible based on the assumptions used.

27. In addition, on March 23, 2012, a NI 43-101 Technical Report was published in respect of another type of deposit - the N-204 surface deposit at Pine Point (the "**2012 N-204 Report**"). The 2012 N-204 Report confirms that the N-204 project is feasible based on the assumptions used.

28. Beginning in early 2013, the Applicants commenced work on the preparation of an additional NI 43-101 Technical Report for several other deposits at the Pine Point property, all of which are expected to be mineable by open pit methods. The Applicants are now expecting to mine a substantial amount of ore at Pine Point by open pit methods as a result of input received from potential partners and investors that were considering the Pine Point project in 2012. This report is expected to be completed by the end of August, 2013.

29. The Applicants believe based on, among other things, the foregoing, that there is very substantial value in the Pine Point Property. The project has been determined to be feasible and environmental permits and licenses have already been obtained to put the first deposit into production. All of the expensive infrastructure, such as roads, powerlines and railheads, are already in place, minimizing the capital cost necessary to commence operations. The Applicants simply need to raise the financing necessary to be able to exploit the value of the project, a task made more difficult by, among other things, the problems experienced generally in the mining sector thus far during 2013.

Los Pinos

30. In 2007, Tamerlane acquired the Los Pinos assets through one of its subsidiaries, Tamerlane Peru, and it currently holds the mining concessions through another of its subsidiaries, Tamerlane Minera.

31. The Los Pinos porphyry copper deposit is located at an elevation of 700 meters, 100 km south of Lima, Peru. The deposit is contained within the Los Pinos No. 1 & 6 and the El Pino concessions, which total 790 hectares.

32. The deposit is contained in a deeply weathered granodiorite, which is part of the coastal batholithic complex, and occurs in a northwest trending zone that parallels the northern portion of the Rio de Canete. Los Pinos has several sister deposits, such as the Lucuma deposit on the opposite side of the Rio de Canete. The deposit was shown to have an extensive cap of oxide copper, changing to mixed oxides and sulfides, and eventually by sulfides to depth. The Los Pinos deposit was investigated in the early 1990s assuming a copper price of \$.90 per pound, less than 30% of the current price of approximately \$3.30 per pound.

33. The Los Pinos property became significantly more valuable in 2011 as a result of rising copper prices.

34. However, the Los Pinos assets have been the subject of an ownership dispute since 2008 when Alexander Vidaurre Otayza, who was the General Manager of Tamerlane Peru and Century Mining Peru SAC ("**Century Peru**"), a company that managed the affairs of Tamerlane Peru and shared offices with it, became disgruntled and, prior to resigning, directed Century Peru's in-house lawyer and an outside law firm, both of which were holding Tamerlane Peru's

shares in trust for Tamerlane, to transfer the shares to Mr. Vidaurre and his secretary. Once the share transfer was completed, Mr. Vidaurre and his secretary both resigned from Tamerlane Peru and Century Peru and took Tamerlane Peru's share registries, corporate records and minute books with them.

35. Mr. Vidaurre then attempted to blackmail Tamerlane, demanding cash for the return of the Tamerlane Peru shares. Tamerlane, however, refused to be extorted and was successful in obtaining an injunction that froze the title to the property so that Mr. Vidaurre could not sell or otherwise dispose of the concessions. Tamerlane has also been successful in regaining administrative control of Tamerlane Minera. With administrative control, Tamerlane can now move the Los Pinos project forward and apply for the permits necessary to commence work on the project. To date Tamerlane has been successful in all of its legal proceedings in respect of this ownership dispute.

36. Mr. Vidaurre has also been charged criminally with respect to these actions and the prosecutor has filed an official report charging Mr. Vidaurre and his accomplice/co-conspirator Jaime León Gerardo Sztrancman Waisblack with crimes of forgery and giving a false statement. The prosecutor has requested five-year prison sentences for each of Mr. Vidaurre and Mr. Sztrancman.

37. In addition, the Company has been actively engaged in discussions with Mr. Vidaurre and Mr. Sztrancman regarding a possible resolution to the title dispute in the interest of increasing the marketability of the Los Pinos property. Some progress has been made in that regard to date.

38. The Applicants believe that, especially in light of current copper prices and the current status of the proceedings against Mr. Vidaurre and Mr. Sztrancman, material value can be realized from the Los Pinos property.

Employees

39. As discussed above, the Applicants do not have any employees. The four individuals (including me) who constitute the Applicants' management team are employed by Tamerlane USA, which provides management services to the Applicants.

40. The Company formerly employed additional individuals, but has proactively reduced its workforce to the greatest extent possible in order to minimize expenses. The Applicants engage advisors, agents and consultants in respect of additional work that cannot be done by management.

Bank Accounts and Cash Management

41. Tamerlane's main bank is National Bank of Canada, at which it maintains Canadian dollar and US dollar accounts.

42. The Tamerlane Group manages a centralized cash management system. Tamerlane lends cash on an inter-company basis to other entities as needed. It is anticipated that the Tamerlane Group will continue to use the existing cash management system and will continue to maintain the bank accounts and arrangements already in place during the CCAA proceedings. This approach will minimize any disruption to business operations as the Applicants seek to restructure. The cash management system includes the necessary accounting controls to enable

the Applicants, as well as their creditors and this Honourable Court, to trace funds through the system and ensure that all transactions are adequately documented and readily ascertainable.

IV. CURRENT STATUS OF THE COMPANY

43. The Company's financial reporting is done on a consolidated basis in accordance with Canadian securities laws and includes all of the entities that comprise the Tamerlane Group. The Tamerlane Group's audited consolidated financial statements for the year ending December 31, 2012 are attached as Exhibit "D", and the Tamerlane Group's interim condensed consolidated financial statements for the three months ended March 31, 2013 are attached as Exhibit "E".

Assets

44. As at March 31, 2013 the Tamerlane Group had total consolidated assets with a net book value of \$24,814,433. The assets included consolidated current assets of \$2,007,406, and consolidated non-current assets with a net book value of \$22,807,027. Non-current assets included primarily the investment in the Pine Point property of \$20,729,551 and the Los Pinos property of \$1,314,936. As discussed above, the Applicants believe that the Los Pinos property is worth more than its net book value as a result of, among other things, recent increases in copper prices.

Secured Debt

45. Pursuant to a Credit Agreement between Tamerlane and the Secured Lender made as of December 16, 2010, as amended by a First Amending Agreement dated June 30, 2011 and a Second Amending Agreement dated July 29, 2011 (the "**Credit Agreement**"), Tamerlane

became indebted to the Secured Lender for \$10,000,000. A copy of the Credit Agreement (including the two Amending Agreements) is attached as Exhibit "F".

46. The secured indebtedness under the Credit Agreement (the "**Secured Debt**") is guaranteed by both Tamerlane Pine Point and Tamerlane USA, and each of Tamerlane, Tamerlane Pine Point and Tamerlane USA has executed a general security agreement in favour of the Secured Lender in respect of the Secured Debt. Copies of the relevant guarantees and security agreements are attached as Exhibit "G".

47. I believe that the Secured Lender is, and has always been, fully secured by the Company's Pine Point assets, and all valuations received to date, as discussed below, fully support that belief. If anything, its security cushion has increased due to the increase of value at Los Pinos.

48. As a result of liquidity constraints facing Tamerlane (and many other junior mining companies) in the fall of 2012, it failed to make four regularly scheduled monthly interest payments in respect of the Secured Debt beginning on September 25, 2012 and failed to repay the principal balance of the Secured Debt on the maturity date of October 16, 2012, each of which was an "Event of Default" under the Credit Agreement.

49. The Company and the Secured Lender then negotiated and entered into a Forbearance Agreement made as of December 31, 2012 (the "**Forbearance Agreement**") wherein, among other things, Tamerlane agreed to make certain payments to the Secured Lender, including a \$1,500,000 principal repayment on March 31, 2013 (the "**March 31 Payment**"). A copy of the Forbearance Agreement is attached as Exhibit "H".

50. Once again, as a result of liquidity constraints, Tamerlane was unable to, and did not, make the March 31 Payment, which failure resulted in an "Event of Default" under the Credit Agreement and the Forbearance Agreement.

51. Shortly after Tamerlane failed to make the March 31 Payment, Tamerlane and the Secured Lender entered into negotiations with respect to a further forbearance arrangement.

52. On May 24, 2013, Tamerlane also failed to make the May interest payment, and on May 29, 2013, I received by email a letter from the Secured Lender's counsel (the "**May 29 Letter**") enclosing: (i) a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* ("**BIA**"); and (ii) a Notice of Intention to Dispose of Collateral pursuant to section 63 of the *Personal Property Security Act* (Ontario) (the "**PPSA**"). The May 29 Letter (including enclosures) is attached as Exhibit "**I**".

53. According to the May 29 Letter, the total amount of the Secured Debt as at May 29, 2013 was \$11,631,948.90.

54. Negotiations continued between Tamerlane and the Secured Lender in respect of a further forbearance, and on June 10, 2013, the Secured Lender and Tamerlane entered into an amendment to the Forbearance Agreement (the "**Forbearance Agreement Amendment**"). Pursuant to the Forbearance Agreement Amendment, among other things, the Secured Lender withdrew the May 29 Letter (including the statutory notices) and agreed to capitalize the May interest payment in exchange for Tamerlane agreeing to pay certain fees to the Secured Lender (which fees were capitalized) and resuming making cash interest payments to the Secured Lender with the June 25, 2013 interest payment. A copy of the Forbearance Agreement Amendment is attached as Exhibit "**J**".

55. Tamerlane was then unable to, and therefore did not, make the July 25 payment, which failure resulted in an "Event of Default" under the Credit Agreement and the Forbearance Agreement Amendment.

56. On July 26, 2013, the Applicants' counsel received by email a letter from the Secured Lender's counsel (the "**July 26 Letter**") enclosing (i) a Notice of Intention to Enforce Security pursuant to section 244 of the BIA and (ii) a Notice of Intention to Dispose of Collateral pursuant to section 63 of the PPSA. The July 26 Letter (including enclosures) is attached as Exhibit "**K**".

57. According to the July 26 Letter, the total amount of the Secured Debt as at July 26, 2013 was \$12,100,254.26.

58. Both before and after the delivery of the July 26 Letter, the Secured Lender (through its counsel) advised the Applicants (through their counsel) that, immediately after the expiry of the prescribed ten day period under section 244(2) of the BIA (the "**NITES Period**"), it intended to bring an application to seek the appointment of a receiver in respect of the Applicants.

59. At that time, the Applicants informed the Secured Lender that they were considering commencing a CCAA proceeding prior to the expiry of the NITES Period, and proposed that the Applicants and Secured Lender agree to a consensual CCAA proceeding, which the Applicants believed (and continue to believe) to be in the best interests of all stakeholders, including the Secured Lender.

60. The Secured Lender expressed a willingness to negotiate with the Applicants with a view to determining whether a CCAA proceeding could proceed on consent based upon consensual

terms that protect the interests of the Secured Lender. The Secured Lender firmly stated, however, that as a key term of consenting to any CCAA initial order, it required a fixed “sunset date” for the CCAA proceeding beyond which stay extensions could not be sought without the Secured Lender's consent unless the Secured Lender had been repaid in full by that date, as well as a provision in the initial order directing that a receivership order would issue after that date in the event that the Secured Debt was not paid in full by that date, unless the Secured Lender consented otherwise. The Secured Lender also required the Company to undertake a thorough marketing process run by a qualified financial advisor to sell assets or obtain financing so that, among other things, the Secured Debt could be repaid in full.

61. The NITES Period was set to expire at 11:59 p.m. EDT on August 6, 2013. However, leading up to August 6, 2013, the Company and the Secured Lender were in discussions regarding this consensual proceeding. Accordingly, the Company and the Secured Lender agreed to extend the expiry of the Notice of Intention to Enforce Security on multiple occasions. The current Notice of Intention to Enforce Security is set to expire at 11:59 p.m. EDT on August 23, 2013.

62. On August 22, 2013, the Secured Lender and Tamerlane entered into a second amendment to the Forbearance Agreement (the "**Second Forbearance Agreement Amendment**"). Pursuant to the Second Forbearance Agreement Amendment, among other things, (i) the Secured Lender agreed, subject to certain conditions, to forbear from exercising its rights against the Applicants until January 7, 2014, and to consent to the relief sought in this proceeding, and (ii) Tamerlane agreed to pay an additional fee to the Secured Lender. A copy of the Second Forbearance Agreement Amendment is attached as Exhibit "L".

63. As at August 20, 2013, the only parties that have registrations against the Applicants pursuant to the PPSA are: (i) the Secured Lender and (ii) the Applicants' counsel, the Monitor and the Monitor's counsel in respect of the fees and disbursements owing to each. The search results as at August 20, 2013 are attached as Exhibit "M".

64. The Applicants are not aware of any other party claiming to be a secured creditor of one or both of the Applicants.

Unsecured Creditors

65. The Applicants' unsecured creditors are principally trade creditors. Collectively, the Applicants' accounts payable were approximately CAD \$875,000 as at August 13, 2013, in addition to accrued professional fees in connection with issues related to the Secured Debt and this proceeding. The CAD \$875,000 includes loans owing to me and Ross Burns for \$25,000 each, as well as approximately \$110,000 that has been owing since 2008 to a company that was formerly related to Tamerlane.

V. REFINANCING EFFORTS TO DATE

66. Given that the Company is in the exploration stage with its assets, it does not yet generate cash flow from operations. Accordingly, its only potential source of cash is from financing activities, which have been problematic in light of the current market for "junior" mining companies.

67. It was always contemplated by the Company when the Credit Agreement was entered into that the take-out financing would be in the form of construction financing for Pine Point.

The Company's primary focus until the early part of the summer of 2012 was on obtaining that construction financing.

68. In that regard, in or about January, 2011, advisors retained by the Company to assist in sourcing a debt deal for the financing of the Pine Point Project were successful in obtaining a term sheet for a \$60 million debt financing, and the Company also received a term sheet from an offtaker for \$40 million of offtake. However, the Company still needed to raise approximately \$30-40 million of equity, and was ultimately unsuccessful in doing so. Therefore, that deal could not proceed.

69. There was also a negotiation with an interested strategic purchaser in mid-2012 that ultimately did not proceed because of an unrelated financial setback suffered by the purchaser.

70. Following that, in or about September 2012, the Company's focus shifted from finding project financing to finding financing to simply repay the Secured Lender. There was interest from at least one Toronto-based mezzanine fund, but no deal was ultimately reached.

71. Throughout the latter half of 2012, Tamerlane tried to raise equity through private placements, and/or to sell an interest in the Pine Point project to a partner that would be able to arrange financing for mine development. During December 2012, Tamerlane completed a CAD \$160,000 equity private placement on a "flow-through" basis, meaning that the funds were required to be used for qualified Canadian exploration expenditures. This investment came from a Tamerlane director and his family.

72. Also in December, 2012, as discussed above, Tamerlane agreed to a share issuance to Mr. Charlwood, which was completed in January, 2013. The share issuance was originally going to

be in exchange for a CAD \$2,000,000 equity investment, but only approximately CAD \$1,700,000 could be subscribed for in January 2013 because of certain agreed ownership limitations.

73. In or about December, 2012, Tamerlane was negotiating with an arm's length potential purchaser which was interested in the Los Pinos property. The negotiations were at a relatively advanced stage, and the gross purchase price being discussed was approximately \$13 million to \$15 million. However, no agreement was entered into.

74. The Company has continued to search for financing for the construction of the Pine Point Property, a purchase for Los Pinos, and/or to repay the Secured Lender, but has been unsuccessful to date. There continues to be significant interest from potential purchasers/investors in respect of the Applicants and their assets.

75. For instance, the Applicants have been in discussions with a foreign state-owned entity that has a successful track record of executing M&A, strategic investments and offtake agreements in multiple countries, to produce a transaction that raises the funds needed to repay the Secured Lender in full.

76. In addition, a number of other interested parties have come forward very recently and are each in early stage discussions with the Applicants and the Secured Lender with respect to transactions involving Pine Point.

VI. THE FINANCIAL ADVISOR AND THE SISP

77. In order to consummate a transaction to, among other things, repay the Secured Debt in full as soon as possible, the Applicants, in consultation with the Secured Lender, have engaged the

Financial Advisor. The role of the Financial Advisor will be to, under the oversight of the Monitor, implement the sale investment solicitation process (the "**SISP**") attached as Exhibit "**N**".

78. The SISP has been agreed among the Financial Advisor, the Monitor, the Applicants and the Secured Lender.

79. Pursuant to the SISP, the Financial Advisor will seek to identify one or more financiers or purchasers of, and/or investors in, the key assets / entities that comprise the Tamerlane Group. The SISP will include broad marketing to all potential financiers, purchasers and investors, and will consider offers for proposed financing (that will, among other things, repay the Secured Debt), an investment in the Applicants' business and/or a purchase of some or all of the Applicants' assets.

80. I believe it is critically important that the SISP be approved at this time for a variety of reasons. First and most importantly, the negotiated deal between the Applicants and the Secured Lender only provides the Applicants until January 7, 2014 to close one or more transactions to pay out the Second Lender in full. Accordingly, time is of the essence, and the process must begin immediately.

81. In addition, the Applicants' business and assets are complex, and I expect that interested parties will want to undertake substantial due diligence. Lastly, the Applicants' financing under the Term Sheet is conditional on the SISP being approved at this time.

82. Accordingly, given that one or more transactions must be completed by January 7, 2014, the complexity of the assets, and the fact that the Applicants' financing is conditional on the SISP

being approved, I believe it is necessary that the SISP be granted at this time, and that the SISP provides the best potential for recovery for the Applicants' stakeholders in the circumstances.

83. The SISP will be a fair and transparent process run by the Financial Advisor, under the oversight of the Monitor. It is intended to maximize value for the Applicants and all of their stakeholders, including the Secured Lender.

84. Tamerlane previously requested that a reputable institution with significant mining experience perform valuations of both Los Pinos and the Pine Point Property. The Los Pinos valuation was completed in May 2013 and indicates a preliminary valuation of \$12 to \$15 million using a 0.3% copper cut-off grade, or \$17 to \$21 million using a 0.2% copper cut-off grade. The Pine Point valuation was completed in July 2013 and indicates a valuation of \$30 to \$56 million based on market comparables, with a value as high as \$229 million considering precedent transactions. The preliminary valuations of Los Pinos and Pine Point contain sensitive and competitive information, and, accordingly, have not been attached to my affidavit. However, counsel to the Applicants have copies of both valuations and will make them available to the Court if requested.

VII. THE APPLICANTS MEET THE CCAA STATUTORY REQUIREMENTS

85. I am advised by Sean Zweig of Bennett Jones LLP, counsel to the Applicants, that the CCAA applies in respect of a "debtor company" if the claims against the debtor company or affiliated debtor companies total more than CAD \$5 million. I am further advised by Sean Zweig that a "debtor company" is a company incorporated under an Act of Parliament or the legislature of a Province which has, among other things, become bankrupt or insolvent.

A. The Applicants are "Companies" Under the CCAA

86. Tamerlane is a company continued under the CBCA, and Tamerlane Pine Point is a company incorporated under the CBCA. Accordingly, both are "companies" to which the CCAA applies. Copies of Tamerlane's articles of continuance and Tamerlane Pine Point's articles of incorporation were previously attached.

B. The Applicants have Claims Against them in Excess of \$5 Million

87. As discussed above, each of the Applicants has debts against it in excess of the CAD \$5 million statutory requirement as a result of the Secured Debt alone, which is now due and owing, and is in excess of CAD \$5 million.

C. The Applicants are Insolvent

88. I am advised by Sean Zweig that under section 2 of the BIA (and a similar definition exists under sections 192(2) and 208 of the CBCA), an insolvent person is one whose liabilities to creditors exceeds CAD \$1,000 and (i) is for any reason unable to meet his obligations as they generally become due, (ii) has ceased paying his current obligations in the ordinary course of business as they generally become due, or (iii) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due.

89. As a result of the Secured Debt becoming due and owing, the Applicants are unable to meet their obligation as they come due.

VIII. RELIEF SOUGHT

90. As discussed above, the Applicants cannot currently repay the amount owing to the Secured Lender, which is now due and payable. Accordingly, a stay of proceedings is essential

to avoid a distressed liquidation of the Applicants' assets at fire-sale prices. Such a stay would provide the Financial Advisor with the necessary time to implement the SISP with the oversight of the proposed Monitor, and the Applicants with the opportunity to engage in discussions with its stakeholders with respect to a potential plan of compromise or arrangement. The Applicants believe it is necessary to file for CCAA protection and that the Initial Order is appropriate in the circumstances.

91. On or about August 21, 2013, the Board of Directors of each of the Applicants passed a resolution approving the commencement of proceedings under the CCAA.

A. Overview of Proposed CCAA Proceedings

92. The paramount goal of the Applicants is to preserve, maximize and realize upon value for the benefit of all of their stakeholders, including the Secured Lender. I believe that there is considerable value for stakeholders ranking subordinate to the Secured Lender. The immediate objective of the proceeding is to secure sufficient funds to repay the Secured Lender in full.

B. Stay of Proceedings

93. The Applicants need a stay of proceedings to allow the Financial Advisor (with the oversight of the Monitor) to pursue and implement the SISP in an attempt to avoid a distressed liquidation of their assets.

94. Because of the integration of the Company, it would be detrimental to the Applicants' ability to successfully restructure if any person were to commence proceedings, or rights and remedies were exercised against, Tamerlane USA or Tamerlane Peru. Accordingly, the Initial Order contains provisions enjoining the exercise of rights and remedies against Tamerlane USA

or Tamerlane Peru in order to preserve the value of the Applicants while they undertake to restructure under the CCAA.

C. Appointment of Monitor

95. Duff & Phelps has consented to act as the Monitor of the Applicants in the CCAA proceedings, and I believe that Duff & Phelps is qualified and competent to so act.

96. I understand that Duff & Phelps will be filing its Pre-Filing Report with this Honourable Court as proposed Monitor in conjunction with the Applicants' request for relief under the CCAA.

D. Payments During CCAA Proceeding

97. During the course of this CCAA proceeding, the Applicants intend to make payments for goods and services supplied post-filing as set out in the cash flow projections referred to below and as permitted by the Initial Order.

E. Charges for Professionals

98. It is contemplated that the Monitor, counsel to the Monitor, and counsel to the Applicants would be granted a first priority Court-ordered charge on the assets, property and undertakings of the Applicants in priority to all other charges (the "**Administration Charge**") up to the maximum amount of CAD \$300,000 in respect of their respective fees and disbursements in connection with these proceedings. The Applicants believe the Administration Charge is fair and reasonable in the circumstances.

99. It is also contemplated that the Financial Advisor would be granted a second priority Court-ordered charge on the assets, property and undertakings of the Applicants in priority to all other charges other than the Administration Charge (the "**Financial Advisor Charge**") up to a

maximum amount of CAD \$300,000 in respect of the Financial Advisor's fees and disbursements in connection with these proceedings. The Applicants believe the Financial Advisor Charge is fair and reasonable in the circumstances.

100. It is further contemplated that the Monitor, counsel to the Monitor, counsel to the Applicants and the Financial Advisor would be granted an additional Court-ordered charge on the assets, property and undertakings of the Applicants in priority to all other charges other than the Administration Charge, the Financial Advisor Charge, the DIP Lender's Charge, the Directors' Charge and the security interest of the Secured Lender (the "**Subordinated Administration Charge**", and together with the Administration Charge and the Financial Advisor Charge, the "**Professional Charges**") in respect of their respective additional fees and disbursements in connection with these proceedings not covered by the Administration Charge or the Financial Advisor Charge.

101. As is customary, a significant component of the Financial Advisor's fee is a success fee which is only payable in certain circumstances. Similarly, in order to assist the Applicants with their liquidity constraints, counsel to the Applicants has agreed to discount its billing rates provided that it too be provided with a success fee to compensate it for the risk taken. Those success fees, as well as any additional ordinary fees and disbursements of the Monitor, its counsel, and the Applicants' counsel, are the subject of the Subordinated Administration Charge. The Applicants believe the Subordinated Administration Charge is fair and reasonable in the circumstances and is further evidence that there is value beyond the Secured Debt.

102. The Applicants require the expertise, knowledge and continuing participation of the proposed beneficiaries of the Professional Charges in order to complete a successful

restructuring. I believe the Professional Charges are necessary to ensure their continued participation, particularly in light of the Applicant's current liquidity position.

103. The Applicants have sought to ensure that there is no unwarranted duplication of roles so as to minimize the professional fees associated with these proceedings.

104. The Secured Lender consents to the quantum and ranking of the Professional Charges.

F. DIP Financing & DIP Lender's Charge

105. As set out in the cash flow forecast attached as Exhibit "O", the Applicants' principal use of cash during these proceedings will consist of the payment of ongoing day-to-day operational expenses, such as management fees for those individuals providing services to the Applicants, office related expenses, and a portion of the professional fees and disbursements in connection with these CCAA proceedings. As indicated in the cash flow forecast, it is projected that the Applicants will require additional borrowings during these proceedings, notwithstanding that the Applicants are seeking to complete these proceedings as quickly as reasonably possible in order to minimize professional costs and the impact on Tamerlane's business.

106. The DIP Loan is to be governed by a debtors-in-possession term sheet substantially in the form attached as Exhibit "P", the material terms of which include, among other things:

- i. The DIP Lender will lend an aggregate principal amount of USD \$978,571 to the Applicant.
- ii. The DIP Lender will receive a setup fee of USD \$30,000, resulting in net proceeds of USD \$948,571 to the Applicants.

- iii. The Applicants will use the proceeds for general working capital purposes and to pay fees and expenses relating to the CCAA proceeding.
- iv. Advances will be made once every two weeks based on the cash needs of the Applicants.
- v. Interest will accrue on the principal outstanding amount of the DIP Loan outstanding at the rate of 12% per annum calculated monthly and payable on the maturity date. Interest will not compound.
- vi. The Applicants may prepay the advances under the DIP Loan, in full or in part, at any time and from time to time without bonus or penalty.
- vii. The DIP Loan will mature on January 7, 2014.

107. It is contemplated that the DIP Lender would be granted a third priority Court-ordered charge on the assets, property and undertakings of the Applicants in priority to all other charges other than the Administration Charge and the Financial Advisor Charge (the "**DIP Lender's Charge**"). I have been advised by the DIP Lender that it will not provide the DIP Loan if the DIP Lender's Charge is not granted.

108. The financing provided by the DIP Lender is essential to a successful restructuring of the Applicants. Given the current financial situation of the Applicants (including its dire cash situation and the lack of availability of alternate financing), the Applicants believe the DIP Loan is the best alternative for the Applicants and its stakeholders in the circumstances. Accordingly, the directors of the Applicants exercised their business judgment to enter into the Term Sheet.

The Applicants believe the Term Sheet and the DIP Lender's Charge is fair and reasonable in the circumstances.

G. Directors' Charge

109. It is contemplated that the Applicants' directors and officers would be granted a fourth priority Court-ordered charge on the assets, property and undertakings of the Applicants in priority to all other charges other than the Administration Charge, the Financial Advisor Charge and the DIP Lender's Charge (the "**Directors' Charge**") up to the maximum amount of CAD \$45,000. The amount of the Directors' Charge has been calculated based on the estimated exposure of the directors and officers of the Applicants in the event of a sudden shut-down of the Tamerlane Group. The Applicants believe the Directors' Charge is fair and reasonable in the circumstances.

110. A successful restructuring of the Applicants will only be possible with the continued participation of the Applicants' directors and officers. The individuals have specialized expertise and relationships with the Company's stakeholders and potential third party financiers, investors and purchasers. In addition, the directors and officers have gained significant knowledge that cannot be easily replicated or replaced.

111. It is my understanding that in certain circumstances, directors and officers can be held personally liable for certain of a company's obligations

112. Tamerlane maintains an insurance policy in respect of the potential liability of its directors and officers (the "**D&O Insurance Policy**"). The D&O Insurance Policy insures the directors and officers of Tamerlane for certain claims that may arise against them in their capacity as

directors and/or officers of Tamerlane. But the D&O Insurance Policy contains several exclusions and limitations to the coverage provided, and there is a potential for there to be insufficient coverage in respect of the potential director and officer liabilities. The directors and officers of Tamerlane have expressed their desire for certainty with respect to potential personal liability if they continue in their current capacities in the context of a CCAA proceeding. In addition, I am advised by Tamerlane's insurers that if Tamerlane was to file for CCAA protection, and if the insurers agreed to renew the D&O Insurance Policy, there would be a significant increase in the premium for that insurance.

113. Based on the books and records of the Applicants and the PPSA searches conducted by counsel to the Applicants, the only secured creditors which are likely to be affected by the Administration Charge, the Financial Advisor Charge, the Directors' Charge and the DIP Lender's Charge are the Secured Lender and certain professionals retained in respect of this proceeding, who all consent to the charges being sought.

H. SISP

114. As discussed above, the Secured Lender has insisted that the Company undertake a thorough marketing process run by a qualified financial advisor to sell assets or obtain financing so that, among other things, the Secured Debt could be repaid in full.

115. Accordingly, Tamerlane, in consultation with the Secured Lender and the Monitor, solicited interest from qualified financial advisors, and ultimately selected the Financial Advisor as a result of, among other things, its significant experience in restructurings, its strong presence and reputation in the global markets, and its experience in the mining sector.

116. A brief summary of the SISP, as well as the reasons I believe the SISP should be granted at this time, are detailed above.

I. Restrictions on Extensions of CCAA Proceedings

117. As a condition to the Secured Lender's consent to the relief sought herein, the Applicants have agreed that the Applicants may not seek or obtain any extension of the stay of proceedings beyond the Outside Date unless they have repaid the Secured Lender in full or received the prior written consent of the Secured Lender and the Monitor prior to such date. Immediately following the Outside Date: (i) these proceedings will terminate, (ii) the Monitor will be released and discharged, and (iii) the Initial Order (except for certain paragraphs thereof) will be of no further force or effect.

118. The Applicants have further agreed that pursuant to the Initial Order, immediately following the Outside Date, a receiver will be appointed, without security, over all assets and undertakings of the Applicants pursuant to section 243 of the BIA and section 101 of the *Courts of Justice Act*, and a receivership order will issue immediately upon the Secured Lender filing with the Court a written consent of a licensed bankruptcy trustee to act as receiver.

119. As discussed above, the Secured Lender has advised the Applicants that it insists on these terms relating to the termination of the CCAA proceedings and the appointment of a receiver immediately after the Outside Date being included in the Initial Order.

120. Given the financial circumstances of the Applicants, there were significant cost-savings and other benefits to the Applicants and all of the stakeholders for this proceeding to be

consensual rather than contentious. Accordingly, the directors of the Applicants exercised their business judgment to agree to the provisions in the Initial Order in respect of the Outside Date.

IX. 13 WEEK CASH FLOW FORECAST

121. As set out in the cash flow forecast previously attached, the Applicants' principal uses of cash during the next 13 weeks will consist of the payment of ongoing day-to-day operational expenses, such as payroll and office related expenses, and a portion of the professional fees and disbursements in connection with these CCAA proceedings.

122. As at August 19, 2013, the Applicants' had approximately \$3,500 available cash on hand. The Applicants' cash flow forecast projects that, subject to obtaining the relief outlined herein, it will have sufficient cash to fund its projected operating costs until the end of the stay period.

X. CONCLUSION


123. The Company is currently in a very challenged financial position. The Applicants believe that an orderly and expedited CCAA process that gives effect to the SISF is in the best interests of all of its stakeholders.

124. It is important to understand that the Company has no ability to generate revenue at this point in time, until it can develop its properties. It can only repay the Secured Lender by raising new financing or selling off part of its assets. The Applicants do not envisage that a complete sale of all of their assets will be necessary in this process. Rather, they expect to be able to satisfy the Secured Debt through some combination of sale and refinancing and then to complete their restructuring for the benefit of the other remaining stakeholders through this process.

125. These CCAA proceedings are necessary to preserve the value of the Applicants. The valuations discussed above indicate that the value of the Company's business is greater than the amount owed to the Secured Lender.

126. The SISP will result in the Financial Advisor exploring all options available. I am confident that the granting of the Initial Order is in the best interests of the Applicants and its stakeholders as it provides the stability the Applicants require to see the SISP through to completion.

SWORN BEFORE ME at the City of)
Kailua-Kona, in the State of Hawaii, United)
States of America, this 22nd day of August,)
2013)
_____)



Margaret M. Kent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced in Toronto

**AFFIDAVIT OF MARGARET M. KENT
(Sworn August 22, 2013)**

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B

Court File No. CV-13-10228-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE REGIONAL SENIOR)
JUSTICE MORAWETZ)

THURSDAY, THE 30th
DAY OF JANUARY, 2014



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.

CCAA TERMINATION ORDER

THIS MOTION, made by Tamerlane Ventures Inc. and Pine Point Holding Corp. (collectively, the "**Applicants**") for an order (the "**CCAA Termination Order**"), among other things: (a) terminating the proceedings (the "**CCAA Proceedings**") of the Applicants under the *Companies' Creditors Arrangement Act* (the "**CCAA**"); (b) discharging Duff & Phelps Canada Restructuring Inc. ("**Duff & Phelps**") as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"); and (c) providing for the transition of the CCAA Proceedings to a receivership of the Applicants by further order of this Court (the "**Receivership Order**") made in Ontario Superior Court of Justice (Commercial List) File No. CV-14-10417-00CL (the "**Receivership**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, filed, the Affidavit of John L. Key sworn January 27, 2014 and the Exhibits thereto, filed, and the Third Report of the Monitor, Duff & Phelps Canada Restructuring Inc., dated January 27, 2014 (the "**Third Report**"), filed, and on hearing the submissions of counsel for each of the Applicants, the Monitor, and Global Resource Fund, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Annie Kwok sworn January 28, 2014, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Third Report and the Motion Record in respect of this Motion be and are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF MONITOR'S REPORT AND ACTIVITIES

2. THIS COURT ORDERS that the Third Report, and the activities and conduct of the Monitor described in the Third Report, are hereby approved.

DISCHARGE OF THE MONITOR

3. THIS COURT ORDERS AND DECLARES that the Monitor has satisfied all of its duties and obligations pursuant to the CCAA and the Orders of the Court in respect of the CCAA Proceedings.

4. THIS COURT ORDERS AND DECLARES that Duff & Phelps is hereby discharged as Monitor effective immediately and shall have no further duties, obligations, or responsibilities as Monitor, save and except as set out in paragraphs 10 and 12 hereof.

5. THIS COURT ORDERS that, notwithstanding any provision of this Order and the termination of the CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order dated August 23, 2013 (the "**Initial Order**") or any other Order of this Court in the CCAA Proceedings, all of which are expressly continued and confirmed.

RELEASES

6. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on

or prior to the date of this Order in any way relating to, arising out of, or in respect of, the CCAA Proceedings or with respect to their respective conduct in the CCAA Proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable Released Party.

7. THIS COURT ORDERS that no action or other proceeding shall be commenced against any of the Released Parties in any way arising from or related to the CCAA Proceedings, except with prior leave of this Court on at least seven days' prior written notice to the applicable Released Parties.

TERMINATION OF CCAA PROCEEDINGS

8. THIS COURT ORDERS that the CCAA Proceedings and the Stay Period (as defined in the Initial Order and as amended from time to time) are hereby terminated.

9. THIS COURT ORDERS that:

- (a) notwithstanding the termination of the CCAA Proceedings, except as expressly provided in this CCAA Termination Order, all Orders issued in the CCAA Proceedings shall continue to be in full force and effect;
- (b) nothing in this CCAA Termination Order shall diminish or alter the rights or obligations of any person arising under the Initial Order which had vested or accrued prior to the granting of this CCAA Termination Order; and
- (c) any pleadings, motions, evidence and reports filed in the CCAA Proceedings (and which were not sealed) shall be available for use in the Receivership as though the same were filed in the Receivership, without the necessity of having such documents filed again in the Receivership.

10. THIS COURT ORDERS that, notwithstanding the discharge of Duff & Phelps as Monitor and the termination of the CCAA Proceedings, Duff & Phelps shall have the authority from and after the date of this CCAA Termination Order to complete any matters that may be

incidental to the termination of the CCAA Proceedings (including, without limitation, the filing of Monitor's Certificates in accordance with paragraph 12 below) and the transition to the Receivership pursuant to the Receivership Order. In completing any incidental matters, the Monitor shall continue to have the benefit of the provisions of all Orders made in the CCAA Proceedings, including all approvals, protections and stays of proceedings in favour of Duff & Phelps in its capacity as the Monitor, and nothing in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor pursuant to paragraphs 27, 28, 29, and 30 of the Initial Order, which paragraphs shall continue to apply in the receivership, *mutatis mutandis*.

COURT-ORDERED CHARGES

11. THIS COURT ORDERS that, notwithstanding any provisions of this CCAA Termination Order or the termination of the CCAA Proceedings, each of the Charges (as defined in the Initial Order) shall continue to constitute a charge on the Property (as defined in the Initial Order), in accordance with the terms, limitations, and priority set out in the Initial Order, and, as among them and the charges (and the priority thereof) created by the Receivership Order, the priority set out in the Receivership Order, until such time as the Monitor files a Monitor's Certificate (defined below) with this Court in respect of such Charge; provided, however, that no further amounts shall accrue under the Charges following the granting of this CCAA Termination Order, except those fees and expenses of the Monitor and its counsel which relate to

- (a) obtaining the approval(s) or other relief from this Court as set out in paragraph 52 of the Initial Order; or
- (b) the transition from the CCAA Proceedings to the Receivership.

12. THIS COURT ORDERS that once all outstanding obligations covered by a Charge have been paid in full, the Monitor shall file a Monitor's certificate with this Court certifying that there are no outstanding obligations under such Charge (each a "**Monitor's Certificate**"). Upon the filing of a Monitor's Certificate with this Court, the Charge to which the Monitor's Certificate relates shall be discharged and shall no longer constitute a charge on the Property.

COMPLETION OF EXISTING TRANSACTIONS AND PAYMENTS

13. THIS COURT ORDERS that, notwithstanding any provision of this CCAA Termination Order or the issuance of the Receivership Order, the Applicants, the Monitor and/or the receiver are authorized and directed to pay the following on behalf of, or in the name of, the Applicants:

- (a) amounts that may be payable as post-filing obligations, including payroll obligations, in the CCAA Proceedings which have accrued up to the time that this CCAA Termination Order becomes effective; and
- (b) cheques that have been issued by the Applicants in respect of valid post-filing obligations which have accrued up to the time that this CCAA Termination Order becomes effective, but which are outstanding and have not cleared the Applicants' bank accounts as of the date of this CCAA Termination Order.

EFFECTIVENESS OF THIS CCAA TERMINATION ORDER

14. THIS COURT ORDERS that this CCAA Termination Order shall become effective at the date and time the Receivership Order is granted.

EFFECT RECOGNITION AND ASSISTANCE

15. 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.

16. 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.



A handwritten signature in black ink, appearing to read "R. J. J.", is written above a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:



A small, stylized handwritten mark or signature, possibly initials, is located below the registration text.

JAN 3 1 2014

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 OR COMPROMISE OR ARRANGEMENT OF TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Court File No. CV-13-10228-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced in Toronto

CCAA TERMINATION ORDER

BENNETT JONES LLP

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Toronto, Ontario
M5X 1A4

S. Richard Orzy (LSUC #23181I)

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Fax: 416-863-1716

Lawyers for the Applicants

C

Court File No. CV-14-10417-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**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 THE RECEIVERSHIP OF TAMERLANE VENTURES INC.
AND PINE POINT HOLDING CORP.**

THE HONOURABLE MR.) THURSDAY, THE 30th
JUSTICE MORAWETZ) DAY OF JANUARY, 2014

BETWEEN:

(Court Seal)



GLOBAL RESOURCE FUND

Applicant

- and -

TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Respondents

APPLICATION UNDER section 243 of *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43

ORDER

THIS APPLICATION made by Global Resource Fund ("**Global**") 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 Duff & Phelps Canada Restructuring Inc. ("**Duff & Phelps**") 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 at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavit of David Lewis sworn January 24, 2014 and the provisions of the Initial Order of Mr. Justice Newbould dated August 23, 2013 made in Commercial List File No. CV-13-10228-00CL (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 else appearing although duly served as appears from the affidavit of service of John Birch sworn January 27, 2014 and the affidavit of service of Patricia Hoogenband sworn January 28, 2014 and on reading the consent of Duff & Phelps 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, Duff & Phelps 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 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) with the consent of Global Resource Fund, to continue the retention of PricewaterhouseCoopers Corporate Finance Inc. ("PwCCFI") as financial advisor on the terms contained in an agreement between PwCCFI and Tamerlane Ventures Inc. dated August 22, 2013 (the "**Retention Agreement**"), in which case PwCCFI shall be deemed to be the financial advisor to the Receiver and the Retention Agreement shall be deemed amended *mutatis mutandis*;
- (m) 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.

- (n) 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;
- (o) 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;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) 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;

- (r) 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;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) 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, if requested by Global, this Court, or any other interested party, the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the 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 Global, 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.

PRIORITY OF CCAA AND RECEIVERSHIP CHARGES

24. THIS COURT ORDERS that the priorities among (i) the Charges (as defined in the Initial Order) created by the Initial Order, to the extent that any of the Charges remain in effect and (ii) the Receiver's Charge and the Receiver's Borrowing Charge

(collectively, the “**Receivership Order Charges**”) as created by this Receivership Order shall be as follows:

- (a) First, the Administration Charge (as defined in the Initial Order) to the maximum amount of \$300,000 and the Receiver’s Charge, on a *pari passu* basis;
- (b) Second, the Financial Advisor Charge (as defined in the Initial Order), to the maximum amount of \$300,000;
- (c) Third, the DIP Lender’s Charge (as defined in the Initial Order);
- (d) Fourth, the Receiver’s Borrowing Charge;
- (e) Fifth, the Directors’ Charge (as defined in the Initial Order);
- (f) Sixth, the Secured Lender Security (as defined in the Initial Order);
and
- (g) Seventh, the Subordinated Administration Charge.

GENERAL

25. 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.

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

27. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, and Peru 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.

28. 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.

29. THIS COURT ORDERS that Global shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of Global's security or, if not so provided by Global'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.

30. 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.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:



JAN 3 1 2014

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Duff & Phelps Canada Restructuring Inc., 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 30th of January, 2014 (the "Order") made in an action having Court file number CV-14-_____-00CL, 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.

DUFF & PHELPS CANADA
RESTRUCTURING INC., solely in its
capacity as Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO

ORDER

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

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Tel: 416.860.5225
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jbirch@casselsbrock.com

Lawyers for the applicant

D

PODER ESPECIAL	SPECIAL POWER OF ATTORNEY
<p>Se deja constancia de que Tamerlane Ventures Inc., una sociedad canadiense (en adelante la "Compañía"), fue puesta en liquidación judicial el 30 de enero de 2014, de conformidad con una orden (en adelante la "Orden de Liquidación Judicial") emitida por la Corte Superior de Justicia de Ontario de Canadá (en adelante la "Corte Canadiense"), y de que Duff & Phelps Canada Restructuring Inc., una sociedad canadiense (en adelante "D&P"), fue designada liquidadora de la Compañía por la Corte Canadiense.</p>	<p>Be it known that Tamerlane Ventures Inc., a Canadian company (hereinafter the "Company"), was placed in receivership on January 30, 2014, pursuant to an order (hereinafter the "Receivership Order") issued by the Ontario Superior Court of Justice of Canada (hereinafter the "Canadian Court"), and that Duff & Phelps Canada Restructuring Inc., a Canadian company (hereinafter "D&P"), was appointed by the Canadian Court as the receiver of the Company.</p>
<p>Se deja constancia además de que el 30 de junio de 2015 D&P fue adquirida por KSV Kofman Inc., una sociedad canadiense (en adelante "KSV"), y de que, de conformidad con una orden emitida por la Corte Canadiense el 10 de julio de 2015, la designación de liquidadora de la Compañía fue transferida a KSV, quien actualmente es la liquidadora de la Compañía (en adelante la "Liquidadora").</p>	<p>Be it further known that on June 30, 2015, D&P was acquired by KSV Kofman Inc., a Canadian company (hereinafter "KSV"), and that, pursuant to an order issued by the Canadian Court on July 10, 2015, D&P's appointment as the receiver of the Company was transferred to KSV, who currently is the receiver of the Company (hereinafter the "Receiver").</p>
<p>El suscrito, Robert Kofman, identificado con pasaporte de Canadá No. ●, Presidente de KSV como Liquidadora de la Compañía, en representación de la Compañía por el presente documento otorga poder especial a favor de los señores ●, identificado con pasaporte de ● No. ●, ●, identificado con pasaporte de ● No. ●, y ●, identificado con pasaporte de ● No. ●, con domicilio común para estos efectos en ● (cada uno en adelante el "Apoderado"), para que cualquiera de ellos, actuando individualmente y a sola firma, en nombre y representación de la Compañía, en la forma más amplia posible, pueda:</p>	<p>The undersigned, Robert Kofman, identified with passport of Canada No. ●, President of KSV as Receiver of the Company, on behalf of the Company does hereby grant a special power of attorney to Messrs. ●, identified with passport of ● No. ●, ●, identified with passport of ● No. ●, and ●, identified with passport of ● No. ●, with common domicile for these purposes in ● (each of them hereinafter a "Representative"), so that any one of them, acting individually and by mere execution, in the name and on behalf of the Company, in the broadest possible way, may:</p>
<p>1. Realizar los actos que se detallan en los numerales siguientes, de manera exclusiva y excluyente en la República del Perú, y que tengan que ver con las propiedades, acciones, concesiones y cualquier otro derecho judicializados y no judicializados respecto de las empresas Tamerlane Ventures Perú S.A.C. y Minera Los Pinos de Cañete S.A.C. y las concesiones mineras El Pino, El Pino 1 y El Pino 6, sobre los cuales existen los siguientes procesos judiciales (en adelante los "Procesos Judiciales"):</p>	<p>1. Undertake the acts, in an exclusive and inclusive manner in the Republic of Peru, as stated in the following clauses and pertaining to the properties, shares, concessions and any other judicialized and non-judicialized right with respect to the companies Tamerlane Ventures Peru S.A.C. and Minera Los Pinos de Cañete S.A.C. and the mining concessions El Pino, El Pino 1 y El Pino 6, over which the following judicial proceedings (hereinafter the "Judicial Proceedings") exist:</p> <ul style="list-style-type: none"> • File 9970-2009 (Seventh Commercial

<ul style="list-style-type: none"> • Expediente 9970-2009 (Séptimo Juzgado Comercial de Lima); Demandante: la Compañía; Demandados: Tamerlane Ventures Perú S.A., Luis Felipe Bravo García, Inés María Flores-Araoz Cedrón, Alexander Vidaurre y Lidia Avelina Pimentel Jibaja; Materia: Declaración judicial de legítimo propietario; • Expediente 239-2011 (Primer Juzgado Civil de Cañete); Demandante: la Compañía; Demandados: Tamerlane Ventures Perú S.A., Alexander Vidaurre, Minera Los Pinos de Cañete S.A.C., Jaime León Gerardo Sztracman Waisblack y Teodomiro Vidal Valverde; Materia: Nulidad de acto jurídico; y • Expediente 8566-2012 (Séptimo Juzgado Comercial de Lima); Demandante: Tamerlane Ventures Perú S.A.; Demandados: la Compañía, Minera Los Pinos de Cañete S.A.C., Margaret M. Kent y Williams J.W.Sheridan; Materia: Nulidad de acto jurídico; 	<p>Court of Lima); Plaintiff: the Company; Defendants: Tamerlane Ventures Peru S.A., Luis Felipe Bravo Garcia, Ines Maria Flores-Araoz Cedron, Alexander Vidaurre and Lidia Avelina Pimentel Jibaja; Matter: Judicial declaration of legitimate owner;</p> <ul style="list-style-type: none"> • File 239-2011 (First Cañete Civil Court); Plaintiff: the Company; Defendants: Tamerlane Ventures Peru S.A., Alexander Vidaurre, Minera Los Pinos de Cañete S.A.C., Jaime Leon Gerardo Sztracman Waisblack and Teodomiro Vidal Valverde; Matter: Legal act nullity; and • File 8566-2012 (Seventh Commercial Court of Lima); Plaintiff: Tamerlane Ventures Peru S.A.; Defendants: the Company, Minera Los Pinos de Cañete S.A.C., Margaret M. Kent and Williams J.W.Sheridan; Matter: Legal act nullity;
<p>2. Ceder todos los derechos en los Procesos Judiciales señalados en el numeral primero precedente a favor de Ingeniería, Minería y Construcción, Contratistas Generales S.A.C., representada por el señor Américo Segundo Villafuerte Mogollón, quedando facultado para ello para negociar la forma y modalidad de la cesión de derechos, el precio, la forma de pago y todas las demás condiciones, con la finalidad de que Ingeniería, Minería y Construcción, Contratistas Generales S.A.C. pueda adquirir los derechos de la Compañía en los Procesos Judiciales y pueda suceder a la Compañía administrativa y judicialmente ante las diversas autoridades peruanas, pudiendo para ello suscribir con dicha finalidad transacciones, contratos, minutas y escrituras públicas, así como apersonarse en los Procesos Judiciales con la finalidad de presentar la cesión para efectos de la sucesión procesal correspondiente conforme a las facultades generales y especiales de mandato contenidas en los artículos 74 y 75 del Código Procesal Civil peruano;</p>	<p>2. Cede all of the rights in the Judicial Proceedings indicated in the first clause above to Ingeniería, Minería y Construcción, Contratistas Generales S.A.C., represented by Mr. Americo Segundo Villafuerte Mogollon, thereby being authorized to negotiate the form and manner of ceding the rights, the price, the form of payment and all other conditions, to the end that Ingeniería, Minería y Construcción, Contratistas Generales S.A.C. may acquire the rights of the Company in the Judicial Proceedings and may succeed the Company administratively and judicially before the various Peruvian authorities, being able to that end to sign transactions, contracts, minutes and public deeds, as well as appear in the Judicial Proceedings to the end of presenting the cession for the purposes of the corresponding procedural succession in accordance with the general and the special powers of the mandate contained in articles 74 and 75 of the Peruvian Civil Procedures Code;</p>
<p>3. En lo administrativo, representar y plantear</p>	<p>3. Administratively, represent and initiate any</p>

<p>toda clase de recursos y solicitudes, iniciar cualquier clase de procedimiento ante las autoridades o instituciones gubernamentales, municipales, regionales o policiales, así como contestar las cartas, notificaciones, requerimientos o emplazamientos que se haga a la Compañía, sin limitación alguna, todo ello mientras dure el proceso de cesión de derechos contenidos en el numeral primero precedente; y</p>	<p>kind of legal recourse and request, initiate any kind of proceeding before the municipal, regional, police or governmental authorities or institutions, as well as respond to letters, notifications, requirements or summons that may be made to the Company, without limitations whatsoever, so long as the proceeding for the cession of the rights contained in the first clause above is ongoing; and</p>
<p>4. Presentar declaraciones juradas, pagar todo tipo de tributos, multas y recargos acotados o reclamar de ellos, solicitando y cobrando las cantidades cuya devolución fuera ordenada, intervenir en todo tipo de actos ante las autoridades políticas, fiscales, aduaneras, municipales, policiales y laborales y/o ante las entidades fiscalizadoras, Servicio de Administración Tributaria de la Municipalidad de Lima Metropolitana, la Superintendencia Nacional de Aduanas y de Administración Tributaria o cualquier otra institución pública o privada, o de ser el caso persona natural, para cuyo efecto gozará de las más amplias facultades, todo ello mientras dure el proceso de cesión de derechos contenidos en el numeral primero precedente.</p>	<p>4. Make sworn statements, pay all types of levied taxes, fines and late charges or challenge them, requesting and collecting the amounts ordered to be repaid, intervene in all types of acts before the political, fiscal, customs, municipal, police and labour authorities, and/or before auditing entities, the <i>Servicio de Administración Tributaria</i> of the Municipality of Metropolitan Lima, the <i>Superintendencia Nacional de Aduanas y de Administración Tributaria</i> or any other public or private institution, or if it is the case natural person, to which effect will have the broadest powers, so long as the proceeding for the cession of the rights contained in the first clause above is ongoing.</p>
<p>Se deja constancia de que la enumeración de las atribuciones precedentes es meramente enunciativa y en ningún caso limitativa, ya que la voluntad de la Compañía es que cualquier Apoderado pueda actuar en su nombre y representación en todo momento, como si fuera ella misma, siempre que dicha actuación esté referida única y exclusivamente a los derechos señalados en la cláusula primera precedente.</p>	<p>It is attested that the list of the preceding powers is merely illustrative and is in no way limiting, since the desire of the Company is that any of the Representatives be able to act in its name and on its behalf at all times, as if acting on its own behalf, so long as such acting is only and exclusively related to the rights indicated in the first clause above.</p>
<p>El presente documento se extiende simultáneamente en español e inglés. En caso de discrepancia prima el texto en español.</p>	<p>This document is executed in Spanish and English simultaneously. In case of a discrepancy the text in Spanish shall prevail.</p>

<p>El poder especial otorgado mediante el presente documento entrará en vigencia en la fecha del presente documento y permanecerá vigente hasta que se logre el propósito del poder, pudiendo ser revocado por la Compañía por escrito después de haberse logrado el propósito del poder otorgado.</p>	<p>The special power of attorney granted hereby shall be effective from the date hereof and shall remain in effect until its purpose is completed, and may be revoked by the Company in writing after its purpose is completed.</p>
<p>Toronto, Provincia de Ontario, Canadá, ● de ● de 2019.</p>	<p>Toronto, Province of Ontario, Canada, ●, 2019.</p>
<p>Por: KSV Kofman Inc., únicamente en su calidad de Liquidadora de Tamerlane Ventures Inc.</p>	<p>By: KSV Kofman Inc., solely in its capacity as Receiver of Tamerlane Ventures Inc.</p>
<p>_____ Nombre/Name: Robert Kofman</p>	

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MR. NOTARY: Please insert in your Registry of Public Instruments the Contract of Assignment and Novation which was celebrated on the one hand by **TAMERLANE VENTURES INC.**, a Canadian company, duly represented in Peru by its representative Mr. David Lewis, identified with D.N.I. N°, marital status xxxxxx, with power of attorney registered in electronic entry N°. 12376770, of the Registry of Legal Entities of Lima, with legal address indicated at xxxxx, hereinafter The **ASSIGNOR**; and on the other hand by **INGENIERÍA, MINERÍA Y CONSTRUCCIÓN, CONTRATISTAS GENERALES S.A.C.** by Mr. BBB, identified with D.N.I. N°, marital status xxxxxx, with power of attorney registered in electronic entry N°. [x], of the Registry of Legal Entities of Lima, with address at, who hereinafter will be known as the **ASSIGNEE**; in the terms contained in the following clauses:

FIRST. BACKGROUND:

1.1. THE ASSIGNOR has legal proceedings underway which are indicated in 1.3 of this clause. The controversy of these proceedings principally revolves around the ownership of the shares of the TAMERLANE VENTURES PERU S.A. (hereinafter "**TAMERLANE PERU**") and/or MINERA LOS PINOS DE CAÑETE S.A.C. (hereinafter "**MINERA LOS PINOS**"). Also, various corporate acts and contracts related to "MINERA LOS LOS PINOS" are being questioned.

1.2. At the date of the signing of this contract, MINERA LOS LOS PINOS is the registered owner of the following mining claims:

1. Los Pinos N°. 1, registered in Registry Entry N°. 02015282 of the Mining Registry.
2. Los Pinos n°. 6, registered in Registry Entry N°. 02017825 of the Mining Registry.
3. El Pino, registered in Registry Entry N°. 02017306 of the Mining Registry.

1.3 The legal proceedings in which the ASSIGNOR has sued or has been sued with regard to the proprietorship of it shares in TAMERLANE PERU and/or MINERA LOS PINOS, are the following:

1. CASE N°: 9970-2009 (7TH Commercial Court of Lima):

Claimant: THE ASSIGNOR

Defendants: TAMERLANE PERU, Luis Felipe Bravo Garcia, Ines Maria Flores-Araoz Cedron, Alexander Ernesto Vidaurre and Lidia Avelina Pimental Jibaja
Subject: Judicial Declaration

The proceeding has as its principal claims:

A. Principal Claim:

I. THE ASSIGNOR is declared the true proprietor and holder of the shares corresponding to TAMERLANE PERU SAC., that are in the name of Alexander Ernesto Vidaurre (99.99%) and Lidia Avelina Pimentel Jibaja (0.01%).

B. Ancillary Claim:

II. The nullification of the share certificates issued to the name of Alexander Ernesto Vidaurre (99.99%) and Lidia Avelina Pimentel Jibaja (0.01%) as owners of the shares of; TAMERLANE PERU; and the issuing of new share certificates to the name of THE ASSIGNOR

III. Alexander Ernesto Vidaurre and Lidia Avelina Pimentel Jibaja are ordered to sign the documents necessary for the ratification, establishing and/or regularization of the true shareholder's composition of TAMERLANE PERU.

C. Interim Measures

IV. An interim injunction was enacted which prohibits the noting or the recording of any transfer, the imposition of liens or procedure of any kind in the Public Registry corresponding to LOS PINOS 1, LOS PINOS 6 AND EL PINO

D. Status of the Proceedings: The payment of fees and costs. By means of Resolution dated the 16th of May of 2018, the Permanent Civil Court of the Supreme Court of Justice of the Republic declared inadmissible the cassation appeal. With this decision the sentences declaring the suit as unfounded held firm, considering that with the evidence provided by the plaintiff it does not follow that the people who constituted TAMERLANE PERU have acted at the behest and/or as its representatives and in general, that the plaintiff has not proved the facts it has affirmed. Luis Felipe Bravo García, Inés María Flores-Aráoz Cedrón, Alexander Vidaurre y Lidia Avelina Pimentel Jibaja that the fees and costs of the proceeding be paid for.

2. CASE N^o: 239-2011 (First Civil Court of Cañete)

Plaintiff: THE ASSIGNOR

Defendants: TAMERLANE PERU, Alexander Vidaurre, MINERA LOS PINOS, Jaime León Gerardo Sztracman Waisblack and Teodomiro Vidal Valverde.

Subject: Dismissal of Legal Instrument

The proceeding has as its claims:

A. Principal Claims:

- I. The dismissal of the contract whereby TAMERLANE PERU and Jaime León Gerardo Sztracman Waisblack acquired the shares of MINERA LOS PINOS.
- II. The dismissal of the accord of the General Meeting of Shareholders of the 20th of March of 2011, in which TAMERLANE PERU and Jaime León Gerardo Sztracman Waisblack, acting as shareholders of MINERO LOS PINOS named Mr. Alexander Vidaurre as manager.
- III. The dismissal of the Motion to Open Session of the Book of Minutes No. 3 of MINERA LOS PINOS.

B. Ancillary Claims:

- IV. Cancellation of registry entry C0004 of certificate No. 12049832 of the Registry of Legal Entities of Lima.
- V. Dismissal of the transfer of the mining claims known as LOS PINOS 1, LOS PINOS 6 AND EL PINO, to the name of Teodomiro Vidal Valverde.

C. Interim Measures:

- VI. Interim measure which provides for the suspension of the naming of Alexander Vidaurre, as general manager of MINERA LOS PINOS and concede to the ASSIGNOR administrative authority with respect to the mining claims LOS PINOS 1, LOS PINOS 6 AND EL PINO.

D. Counterclaim: Jaime León Gerardo Sztracman Waisblack filed a counterclaim (countermanded), requesting the nullification of Book No. 02 of the Shareholder's Meetings, as well as Book No. 2 of the Share Transfer Registry of MINERA LOS PINO, alleging that they were still valid in Book No. 1 of the Shareholder's Meetings, as well as Book No. 1.

E. Status of the Proceedings: this proceeding is being processed, the resolution of the proceeding has not yet proceeded; that is, it is in the initial stages. The Cañete Court, by means of Resolution No. 04 dated the 3rd of May of 2018, has resolved: 1. Declare as founded the overturning of Resolution 39 dated the 8th of March of 2018; 2. Reject the change of the interim measure granted by resolution one requested by the ASSIGNOR. In this process, as part of the evidence of the ASSIGNOR, the resolutions of the criminal process in which it was concluded that the alleged loss of book No. 2 of the board of shareholders was false, was admitted.

3. CASE N^o: 8566-2012 (7TH Commercial Court of Lima):

Claimant: TAMERLANE PERU

Defendants: The ASSIGNOR, MINERA LOS PINOS, Margaret M. Kent and Williams J. W. Sheridan

Subject: Dismissal of Legal Instrument

A. Principal Claims:

I. Dismissal of the transfer to the ASSIGNOR of the shares which represent 100% of the equity capital of MINERA LOS PINOS.

B. Ancillary Claims:

II. Dismissal of the transfer to the ASSIGNOR of the shares which represent 100% of the equity capital of MINERA LOS PINOS.

III. Status of the Proceedings: The proceedings are in the initial stages. The documents which must be forwarded by means of a letter rogatory to notify in the exterior the co-defendants, Margaret Kent and William Sheridan, are being prepared

1.4 The Superior Court of Justice of Ontario of Canada has approved the celebration of the assignment by the ASSIGNER acting through its representative duly designated by a power of attorney.

SECOND. EFFECTIVENESS OF THE CONTRACT:

2.1 The assignment of the legal proceedings and novation will come into force and immediately take full effect on the date of the single signing of this document.

THIRD: ASSIGNMENT OF LEGAL RIGHTS AND NOVATION:

3.1. By means of this contract, the ASSIGNOR transfers to the ASSIGNEE, and it acquires all the rights which are the subject of the dispute, direct or indirect, legally enumerated or not, of the ASSIGNOR, associated with, and inherent to, the legal actions described in number 1.3 (Collectively, the "Rights in Legal Actions") and that comprise the principal proceedings, their interim measures and every incidental that may have been created.

3.2. THE ASSIGNEE commits to requesting within a maximum period of 72 hours of having signed this document and executing it as a public instrument, the corresponding procedural succession of every one of the proceedings described in 1.3.

- 3.3. THE ASSIGNEE assumes the obligation of promoting and signing all those documents which may be required to be accredited as the novator of the ASSIGNOR in the proceedings described in 1.3 and to do its best that the courts admit the novation as soon as possible after the signing of this document according to the provision in number 3.2 of this document.
- 3.4. THE ASSIGNEE requests, and subjects to this contract and the escrow agreement (defined in the following), the ASSIGNOR obligates itself to make every reasonable effort to take or ensure that everything reasonably requested be done to help with the accreditation of the ASSIGNEE as the novator of the ASSIGNOR in every Court described in 1.3. Any effort and action taken by the ASSIGNOR at the request of the ASSIGNEE will be at the exclusive expense of the ASSIGNEE, except any and all costs of transfer and of the signer or signers of ASSIGNOR and the honorariums of the legal counsels of the ASSIGNOR, which will be at the exclusive expense of the ASSIGNOR.
- 3.5. THE ASSIGNEE declares to have full knowledge as to the rights which are filed and pertain to the assignment.
- 3.6. THE ASSIGNEE declares to know the scope and status of the legal proceedings described in number 1.3.
- 3.7. The parties place on record that the result of the legal proceedings will not affect in any way the validity or efficacy of this agreement, which is also granted the character of being irrevocable, definitive and not appealable.

FOURTH. THE PRICE AND METHOD OF PAYMENT OF THE ASSIGNMENT:

- 4.1. The price of the assignment of the rights to the legal actions related to this contract is US\$1,500,000. It is established that the payment of the remuneration has a one-time payment and is for the rights pertaining to the assignment.
- 4.2 The payment amount indicated in the previous paragraph will be made by the ASSIGNEE for or to the benefit of the ASSIGNOR only, according to the escrow contract celebrated the [x] between the parties and the deposit agent ("the escrow contract").

FIFTH. EQUIVALENCE OF THE COMPENSATION:

- 5.1 Both contracting parties declare that the value of the covenanted assignment is real and effectively corresponds to the legal actions related to the assignment and they renounce any action or exception which could void, invalidate and/or questions on account or difference of opinion or other fact as to its value, that

in this moment they do not mention or acknowledge. In all cases, if there should be any difference of value, in this act they make reciprocal donations.

SIXTH. DECLARATION OF THE PARTIES:

6.1. The ASSIGNOR declares that its rights in the legal actions make up part of this transfer and that the assignment that it undertakes comprehends everything, in fact or law, that belongs to its rights in the legal actions indicated in number 1.3 of this document, as well as the effects of the same. In consequence, the ASSIGNEE becomes the irrevocable and only proprietor of the rights of the legal actions related to the procedure and therefore becomes the only novator of the ASSIGNOR, without reservations nor limitations whatsoever, in these legal proceedings, whether as plaintiff or defendant, independently of the subject of the proceeding.

SEVENTH. ACTING IN GOOD FAITH:

7.1. The Parties expressly declare that in the negotiation and celebration of this instrument, they have acted in good faith, freely and completely wilfully and voluntarily with respect to each and every of the stipulations contained in this instrument. In this sense, the Parties declare that this instrument exactly represents and reflects their common intention with respect to each and every one of the covenants which are herein celebrated.

7.2. The Parties declare that in the negotiation and celebration of this instrument, they have been duly assisted by the legal counsels, who have explained the scope and effect of the concluded acts and deriving from this instrument.

7.3. The Parties expressly declare that this instrument and all and every one of its stipulations are not affected by unintentional mistakes, errors, fraud, intimidation or violence and that this instrument has been negotiated and celebrated without the existence of economic or asset imbalance, injury, excessive hardship in the compensations to the parties, bad faith or under any kind of the grounds of rescission, annulment and/or impediment of the interests of each one of the parties; for which reason, none of the parties under any circumstance will have the right to claim or sue for the rights pertaining to the assignment and if they have such right, they renounce it.

EIGHTH. COSTS:

8.1. The costs related to the granting of the public instrument originated by this document those which arise from its registration in the public registries, as well as those costs pertaining to the implementation of the corresponding novation in the respective legal proceedings, will be assumed by the ASSIGNEE.

NINTH. TERRITORIAL JURISDICTION:

- 9.1. For the purpose of any dispute arising from the celebration and execution of this agreement, the parties will submit to the territorial jurisdiction of the judges and courts of the judicial district of the Cercado de Lima - Peru. As a result, they indicate as their addresses those which appear in the introduction of this document where communications and notifications resulting from this contract may be delivered.
- 9.2. Any change of address of the parties will take effect as of the date of the communication in writing of said change to the other party.

TENTH. ADDITIONAL APPLICABLE LAW

- 10.1. In the event that there is something unanticipated by the parties in this contract, both parties submit themselves to provisions of the regulations of the civil code and the Peruvian judicial system, as applicable.

Mr. Notary, please insert the applicable clauses required by law and forward the respective public registry

Lima, of 2019.

TAMERLANE VENTURES INC.
THE ASSIGNOR

[X]
THE ASSIGNEE

SEÑOR NOTARIO:

Por favor inserte en su registro de escrituras públicas el CONTRATO DE CESIÓN DE DERECHOS Y SUCESIÓN PROCESAL que celebran por un lado TAMERLANE VENTURES INC., una empresa canadiense, debidamente representada en el Perú por su representante Sr. David Lewis, identificado con D.N.I. N°, con poder registrado en la Partida Electrónica N° 12376770 del Registro de Personas Jurídicas de Lima, con dirección legal indicada en xxxxx, de aquí en adelante el **CEDENTE**; y por el otro lado [x], una empresa peruana, debidamente representada por su representante **INGENIERÍA, MINERÍA Y CONSTRUCCIÓN, CONTRATISTAS GENERALES S.A.C.** por Sr. BBB, identificado con D.N.I. N°, con poder registrado en la Partida Electrónica N° [x] del Registro de Personas Jurídicas de Lima, con dirección legal indicada en, quien de aquí en adelante será conocido como el **CESIONARIO**, en los términos y condiciones contenidos en las cláusulas siguientes:

PRIMERA. ANTECEDENTES:

- 1.1. El CEDENTE tiene en curso los procesos judiciales que se detallan en el numeral 1.3 de la presente cláusula. La controversia de dichos procesos versa principalmente sobre la titularidad de las acciones de las empresas TAMERLANE VENTURES PERÚ S.A. (en adelante, "**TAMERLANE PERÚ**") y/o MINERA LOS PINOS DE CAÑETE S.A.C. (en adelante, "**MINERA LOS PINOS**"). También están siendo cuestionados varios actos societarios y contratos relacionados con MINERA LOS PINOS.
- 1.2. En la fecha de suscripción de este contrato, MINERA LOS PINOS es el titular registral de las siguientes concesiones mineras:
 - I. Los Pinos N°. 1, inscrita en la Partida Registral N° 02015282 del Registro de Derechos Mineros.
 - II. Los Pinos N°. 6, inscrita en la Partida Registral N° 02017825 del Registro de Derechos Mineros.
 - III. El Pino, inscrita en la Partida Registral N°. 02017306 del Registro de Derechos Mineros.
- 1.3. Los procesos judiciales en los cuales el CEDENTE ha demandado o ha sido demandado en relación con la propiedad de sus acciones en TAMERLANE PERÚ y/o MINERA LOS PINOS, son los siguientes:

1. Exp. 9970-2009 (7° Juzgado Comercial de Lima):

Demandante: El CEDENTE

Demandados: TAMERLANE PERÚ, Luis Felipe Bravo García, Inés María Flores-Aráoz Cedrón, Alexander Vidaurre y Lidia Avelina Pimentel Jibaja.

Materia: Declaración Judicial de Legítimo Propietario.

El proceso tiene como pretensiones:

A. Pretensión Principal:

- I. Se declare al CEDENTE, como verdadero propietario y titular de las acciones correspondientes a TAMERLANE PERÚ que figuran a nombre de Alexander Vidaurre (99.99%) y Lida Avelina Pimentel Jibaja (0.01%).
- B. Pretensiones Accesorias:
- II. La anulación de certificados de acciones emitidos a nombre de Alexander Vidaurre (99.99%) y Lida Avelina Pimentel Jibaja (0.01%) como titulares de acciones en TAMERLANE PERÚ; y se proceda a emitir un nuevo certificado de acciones a nombre del CEDENTE.
 - III. Se ordene a Alexander Vidaurre y Lida Avelina Pimentel Jibaja, suscribir los documentos destinados a ratificar, establecer y/o regularizar la verdadera conformación accionaria de TAMERLANE PERÚ.
- C. Medidas Cautelares:
- IV. Medida cautelar por la cual se prohibió anotar o registrar cualquier transferencia, constitución de gravámenes o acto de cualquier naturaleza en las partidas registrales correspondientes a las concesiones mineras LOS PINOS No. 01, LOS PINOS No. 06 y EL PINO.
- D. Estado Procesal: Para liquidación de costos y costas. Mediante resolución de fecha 16 de mayo de 2018 la Sala Civil Permanente de la Corte Suprema de Justicia de la República declaró improcedente el recurso de casación. Con esta decisión quedaron firmes las sentencias que declararon infundada la demanda al considerar que de las pruebas aportadas por la demandante no fluye que las personas que constituyeron TAMERLANE PERÚ hayan actuado por encargo y/o en representación de ella y en general, que la demandante no ha probado los hechos que afirma. La controversia propiamente dicha ha concluido, quedando pendiente la tramitación del pedido que potencialmente podría ser presentado por TAMERLANE PERÚ, Luis Felipe Bravo García, Inés María Flores-Aráoz Cedrón, Alexander Vidaurre y Lidia Avelina Pimentel Jibaja para que se liquiden los costos y costas del proceso.

2. **Exp.: 239-2011 (Primer Juzgado Civil de Cañete)**

Demandante: El CEDENTE

Demandados: TAMERLANE PERÚ, Alexander Vidaurre, MINERA LOS PINOS, Jaime León Gerardo Sztracman Waisblack y Teodomiro Vidal Valverde.

Materia: Nulidad de Acto Jurídico

El proceso tiene como pretensiones:

A. Pretensiones Principales:

- I. La nulidad del contrato por el que TAMERLANE PERÚ y Jaime León Gerardo Sztracman Waisblack adquirieron las acciones de MINERA LOS PINOS.

- II. La nulidad del acuerdo de Junta General de Accionistas de fecha 20 de marzo de 2011 en el que TAMERLANE PERÚ y Jaime León Gerardo Sztracman Waisblack, actuando como accionistas de MINERA LOS PINOS nombran al señor Alexander Vidaurre como gerente.
- III. La nulidad del acto de apertura del libro de actas No. 3, de MINERA LOS PINOS.

B. Pretensiones Accesorias:

- IV. Cancelación de la inscripción del asiento C0004 de la partida No. 12049832 del Registro de Personas Jurídicas de Lima.
- V. Nulidad de la transferencia de las concesiones mineras denominadas LOS PINOS No. 01, LOS PINOS No. 06 y EL PINO, a favor de Teodomiro Vidal Valverde.

C. Medida Cautelar:

- VI. Medida cautelar que dispone la suspensión del nombramiento de Alexander Vidaurre, como gerente general de MINERA LOS PINOS y concede al CEDENTE las facultades de administración respecto de las concesiones mineras LOS PINOS No. 01, LOS PINOS No. 06 y EL PINO.

D. Reconvención: Jaime León Gerardo Sztracman Waisblack reconvino (contrademandó) solicitando que se declare la nulidad del libro de junta de accionistas No. 2, así como el libro de matrícula y transferencia de acciones No. 02 de MINERA LOS PINOS alegando que se encontraban vigentes el libro de junta de accionistas No. 01, libro de matrícula y transferencia de acciones No. 01.

E. Estado Procesal: Este proceso se encuentra en trámite, aún no se ha procedido a sanear el proceso, es decir, está en etapa postulatoria. El Juzgado de Cañete, mediante Resolución No. 04 de fecha 3 de mayo del 2018, ha resuelto: 1. Declarar fundada la nulidad de la Resolución 39 de fecha 8 de marzo de 2018; 2. Rechazar la variación de la medida cautelar concedida por resolución uno solicitada por el CEDENTE. En este proceso se ha admitido como parte de las pruebas del CEDENTE las resoluciones del proceso penal en las que se concluyó que era falso el supuesto extravío del libro de junta de accionistas No. 2.

3. Exp. 8566-2012 (7° Juzgado Comercial de Lima):

Demandante: TAMERLANE PERÚ

Demandados: El CEDENTE, MINERA LOS PINOS, Margaret M. Kent y Williams J.W.Sheridan.

Materia: Nulidad de Acto Jurídico

El proceso tiene como pretensiones:

- A. Pretensión Principal:
 - I. Nulidad de la transferencia a favor del CEDENTE de las acciones que representa el 100% del capital social de MINERA LOS PINOS.
 - B. Pretensión Subordinada:
 - II. La anulabilidad de la transferencia a favor del CEDENTE de las acciones que representa el 100% del capital social de MINERA LOS PINOS.
 - C. Estado Procesal: El proceso aún se encuentra en etapa postulatoria. Se encuentran en preparación los documentos que deberán ser remitidos mediante carta rogatoria para notificar en el extranjero a los codemandados Margaret Kent y William Sheridan.
- 1.4. El Tribunal Superior de Justicia de Ontario en Canadá ha aprobado la celebración de esta cesión de derechos por parte del CEDENTE actuando a través de su representante debidamente designado con poder.

SEGUNDA. OBJETO DEL CONTRATO:

- 2.1. La presente cesión de derechos de los procesos judiciales y sucesión procesal entrará en vigencia y surtirá todos sus efectos inmediatamente en la fecha del presente documento, con la sola suscripción del presente documento.

TERCERA. CESIÓN DE DERECHOS DE LOS PROCESOS JUDICIALES Y SUCESIÓN PROCESAL:

- 3.1. Mediante este contrato, el CEDENTE transfiere al CESIONARIO y este adquiere para sí mismo todos los derechos que son materia de controversia, directos o indirectos, legalmente enumerados o no, del CEDENTE asociados con e inherentes a las acciones legales descritas en el numeral 1.3. (en adelante, colectivamente, los "Derechos en las Acciones Legales") y que comprenden los procesos principales, sus medidas cautelares y todo incidente que se hubiese generado.
- 3.2. El CESIONARIO se compromete a solicitar en el plazo máximo de 72 horas de suscrito el presente documento y elevado a escritura pública, la correspondiente sucesión procesal en cada uno de los procesos descritos en el numeral 1.3.
- 3.3. El CESIONARIO asume la obligación de impulsar y suscribir todos aquellos documentos que puedan ser requeridos para ser acreditada como sucesora procesal del CEDENTE en los procesos descritos en el numeral 1.3. y hará sus mejores esfuerzos para que cada uno de los juzgados admitan la sucesión procesal tan pronto como sea posible después de la suscripción del presente documento, de acuerdo a lo establecido en el numeral 3.2 del presente documento.
- 3.4. Si el CESIONARIO lo solicita, y con sujeción al presente contrato y a los términos del contrato de escrow (definido a continuación), el CEDENTE se obliga a efectuar

todos los esfuerzos razonables para tomar o hacer que se tomen todas las acciones razonables para hacer o hacer que se haga todo aquello razonablemente solicitado para ayudar con la acreditación del CESIONARIO como el sucesor procesal del CEDENTE en cada Juzgado descrito en el numeral 1.3. Cualquier esfuerzo y acción tomada por el CEDENTE a solicitud del CESIONARIO será a costo exclusivo del CESIONARIO, excepto por cualquier y todo costo de traslado y estadía de el o los firmantes del CEDENTE y por los honorarios de los asesores legales del CEDENTE, que serán a costo exclusivo del CEDENTE.

- 3.5. EL CESIONARIO declara que tiene pleno conocimiento sobre los derechos que se encuentran judicializados y que son materia de cesión.
- 3.6. EL CESIONARIO declara conocer el alcance y estado de los procesos judiciales detallados en el numeral 1.3.
- 3.7. Las partes dejan constancia que el resultado de los procesos judiciales no afectará en ninguna forma la validez o eficacia del presente acuerdo, el mismo al que le otorgan la calidad de irrevocable, definitivo e inapelable.

CUARTA. DEL PRECIO Y FORMA DE PAGO DE LA CESIÓN:

- 4.1. El precio por la de cesión de los derechos en las acciones legales relacionadas con este contrato es de US\$1,500,000. Se establece que el pago de la contraprestación tiene carácter único y es por todo concepto de los derechos materia de cesión.
- 4.2. El pago del monto indicado en el párrafo anterior será efectuado por el CESIONARIO para o en beneficio del CEDENTE únicamente de conformidad con el contrato de escrow celebrado el [x] entre las partes y el agente escrow (el “Contrato de Escrow”).

QUINTA. EQUIVALENCIA DE LAS PRESTACIONES:

- 5.1. Ambas partes contratantes declaran que el valor de la asignación pactada es real y corresponde efectivamente a los derechos en las acciones legales relacionadas con la cesión y renuncian a cualquier acción o excepción que pueda anular, invalidar y/o cuestionar a causa de la diferencia de opinión u otro hecho sobre tal valor, que en este momento no mencionan ni conocen. En todos los supuestos, si hubiera alguna diferencia de valor se hacen en este acto recíprocas donaciones.

SEXTA. DECLARACIÓN DE LAS PARTES:

- 6.1. El CEDENTE declara que sus derechos en las acciones judiciales forman parte de esta transferencia y que la cesión que realiza comprende todo, de hecho o derecho, que pertenece a sus derechos en las acciones legales señaladas en el numeral 1.3 del presente documento así como los efectos de los mismos. En consecuencia, el CESIONARIO se convierte en titular irrevocable y único de los derechos de las acciones legales relacionadas con la presente cesión y se convierte, por lo tanto en el único sucesor procesal del CEDENTE sin reservas ni limitación alguna, en tales procesos judiciales, ya sea como demandante o demandado, independientemente de la materia del proceso.

SÉTIMA. AUSENCIA DE VICIOS DE VOLUNTAD:

- 7.1. Las Partes declaran expresamente que en la negociación y celebración del presente instrumento han actuado de buena fe, libremente y con total conciencia y voluntad respecto de todas y cada una de las estipulaciones contenidas en este instrumento. En tal sentido, las Partes declaran que el presente instrumento representa y refleja exactamente su común intención respecto de todos y cada uno de los pactos que aquí se celebran.
- 7.2. Las Partes declaran que en la negociación y celebración del presente instrumento han actuado debidamente asistidos por sus asesores legales, quienes le han explicado los alcances y efectos de los actos concluidos y derivados del presente instrumento.
- 7.3. Las Partes declaran expresamente que el presente instrumento y todas y cada una de sus estipulaciones no están afectadas con vicios de voluntad, error, dolo, intimidación o violencia y que el presente instrumento ha sido negociado y celebrado sin que exista desequilibrio económico o patrimonial, lesión, excesiva onerosidad en las prestaciones a cargo de las partes, mala fe o bajo la ocurrencia de cualquiera de las causales de rescisión, anulación y/o frustración de los intereses de cada una de las partes, por lo tanto, ninguna de las partes tendrá derecho a reclamar o demandar los derechos materia de cesión bajo ninguna causal y si los hubiere renuncian a los mismos.

OCTAVA. GASTOS:

- 8.1. Los gastos relacionados con el otorgamiento de la escritura pública que origine este documento, los gastos relacionados con su registro en los registros públicos, así como los gastos correspondientes a la implementación de la correspondiente sucesión procesal en los respectivos procesos judiciales, serán asumidos por el CESIONARIO.

NOVENA. COMPETENCIA TERRITORIAL:

- 9.1. Para efectos de cualquier controversia que se pudiera generar con motivo de la celebración y/o ejecución de este acuerdo, las partes se someten a la competencia territorial de los jueces y tribunales del distrito judicial del Cercado de Lima - Perú. Como resultado, señalan como sus domicilios los que aparecen en la introducción de este documento, donde se tendrán por bien hechas las comunicaciones y notificaciones que origine el presente contrato.
- 9.2. Cualquier cambio de dirección de las partes tendrá efecto a partir de la fecha de la comunicación por escrito de dicho cambio a la otra parte.

DÉCIMA. APLICACIÓN SUPLETORIA DE LA LEY:

- 10.1 En lo no previsto por las partes en el presente contrato, ambas se someten a lo establecido por las normas del código civil y demás del sistema jurídico peruano que resulten aplicables.

Señor Notario incluya amablemente las cláusulas legales y extienda la escritura pública respectiva.

Lima, de 2019.

TAMERLANE VENTURES INC.

EL CEDENTE

6881351

[X]

EL CESIONARIO

F

ESCROW AGREEMENT

BETWEEN:

INGENIERÍA, MINERÍA Y CONSTRUCCIÓN, CONTRATISTAS GENERALES S.A.C.

– and –

KSV KOFMAN INC., in its capacity as Court-appointed Receiver of Tamerlane Ventures Inc.
and Pine Point Holding Corp., and not in its personal capacity

– and –

GOODMANS LLP

as Escrow Agent

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 2019

BETWEEN:

Ingeniería, Minería y Construcción, Contratistas Generales S.A.C.

(“**IMICON**”)

– and –

KSV Kofman Inc., in its capacity as Court-appointed Receiver of Tamerlane Ventures Inc. and Pine Point Holding Corp., and not in its personal capacity

(the “**Receiver**”)

– and –

Goodmans LLP

(the “**Escrow Agent**”)

(IMICON, the Receiver and the Escrow Agent are hereinafter collectively referred to as the “**Parties**” and each individually as a “**Party.**”)

RECITALS:

- A. Tamerlane Ventures Inc. (“**TVI**”) and other parties have filed the following actions in various Courts in Peru relating to an ownership dispute involving Minera Los Pinas De Cañete S.A.C. (“**MLPC**”), Tamerlane Ventures Peru S.A.C. (“**TVP**”) and mining concessions denominated El Pino, Los Pinos N° 1 and Los Pinos N° 6 (together, the “**Mining Concessions**”) owned by MLPC:

Court File No.	Location	Court	Plaintiffs	Matter
N° 09970-2009-0-1817-JR-CO-07	Lima	7 th Commercial Civil Court of Lima (<i>7° Juzgado Civil Comercial de Lima</i>)	Tamerlane Ventures Inc.	True ownership of the shares in Tamerlane Ventures Peru S.A.C. and consequent voidance of the share certificates issued in the name of Mr. Vidaurre and Mrs. Pimentel
N° 09970-2009-48-1817-JR-CO-07	Lima	7 th Commercial Civil Court of Lima (<i>7° Juzgado Civil Comercial de Lima</i>)	Tamerlane Ventures Inc.	Precautionary Measure (<i>Medida Cautelar</i>)
N° 00239-2011-0-0801-JR-CI-01	Cañete	1 st Commercial Civil Court of Cañete (<i>1° Juzgado Civil Comercial de Cañete</i>)	Tamerlane Ventures Inc.	Nullification of Agreement (<i>Nulidad de actos juridicos</i>) - share purchase agreement / shareholders agreements / opening of MLPC minute book No. 3
N° 00239-2011-55-0801-JR-CI-01	Cañete	1 st Commercial Civil Court of Cañete (<i>1° Juzgado Civil Comercial de Cañete</i>)	Tamerlane Ventures Inc.	Precautionary Measure (<i>Medida Cautelar</i>)
N° 08566-2012-0-1817-JR-CO-07	Lima	7 th Commercial Civil Court of Lima (<i>7° Juzgado Civil Comercial de Lima</i>)	Tamerlane Ventures Peru S.A.C (and Tamerlane Ventures Inc. is a defendant)	Nullification of Agreement (<i>Nulidad de actos juridicos</i>) - share purchase agreement

(collectively, the “**Civil Actions**”).

- B. Pursuant to an Order of the Ontario Superior Court of Justice (the “**Court**”) dated January 30, 2014, made in Court File No. CV-14-10417-00CL, Duff & Phelps Canada Restructuring Inc. (“**D&P**”) was appointed as the receiver of all of the assets, properties and undertakings of TVI (which includes all of TVI’s direct or indirect shareholdings in MLPC) and of Pine Point Holding Corp. (the “**Appointment Order**”). On June 30, 2015, by virtue of an amalgamation, D&P was acquired by KSV Kofman Inc. (“**KSV**”). Pursuant to an Order of the Ontario Superior Court of Justice dated July 10, 2015, with an

effective date of June 30, 2015, made in Court File No. CV-15-11025-00CL, the ongoing mandates of D&P were transferred to KSV, including acting as Receiver of TVI.

- C. IMICON is interested in acquiring the Mining Concessions from MLPC. In the context of prior negotiations held with the Receiver, IMICON transferred the amount of USD\$100,000.00 to the Receiver as consideration for the exclusivity granted by the Receiver to IMICON to perform its due diligence (since completed) and to negotiate with MLPC to purchase the Mining Concessions (the “**First Payment**”).
- D. IMICON has agreed to pay the total amount of USD\$1,500,000.00 to the Receiver (the “**Consideration**”) in consideration of the Receiver’s agreement and cooperation to cause TVI to assign to IMICON any and all rights TVI may have in and to the Civil Actions through a cession of rights agreement by and among TVI (by the Receiver) and IMICON (the “**Assignment Agreement**”).

Payment of the Consideration to the Receiver shall be made as follows: (i) by the crediting of the First Payment already paid to and in the possession of the Receiver, as described in Recital C above; and the payment of USD\$1,400,000.00 (the “**Second Payment**”) into escrow on the terms set out herein.

- E. IMICON and the Receiver wish to appoint the Escrow Agent to act as escrow agent for the purpose of holding and disbursing the Escrow Amount (as defined in Section 1.1 below) pursuant to the terms of this Agreement.
- F. The Escrow Agent has agreed to act as escrow agent for the purposes set out in Recital E hereof pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

“**Additional Party**” shall have the meaning ascribed thereto in Section 3.3(b).

“**Agreement**,” “**this Agreement**,” “**the Agreement**,” “**hereof**,” “**herein**,” “**hereto**,” “**hereby**,” “**hereunder**” and similar expressions mean this escrow agreement between IMICON, the Receiver and the Escrow Agent, including all schedules and all instruments amending or restating this Agreement. All references to “**Articles**,” “**Sections**” and “**Schedules**” mean and refer to the specified article, section and schedule of this Agreement.

“**Appointment Order**” shall have the meaning ascribed thereto in Recital B.

“**Assignment Agreement**” shall have the meaning ascribed thereto in Recital D.

“**Authorization Order**” means an Order of the Court authorizing the Receiver to, on behalf of TVI, enter into the Assignment Agreement and this Agreement and to grant the Power of Attorney.

“**Business Day**” means a day on which banks are open for business in the City of Toronto, Ontario, Canada or in the City of Lima, Republic of Peru, but does not include a Saturday, Sunday or a statutory holiday in the Province of Ontario, Canada or in the City of Lima, Republic of Peru.

“**Civil Actions**” shall have the meaning ascribed thereto in Recital A.

“**Claims**” shall have the meaning ascribed thereto in Section 3.3(d).

“**Consideration**” shall have the meaning ascribed thereto in Recital D.

“**Court**” shall have the meaning ascribed thereto in Recital B.

“**D&P**” shall have the meaning ascribed thereto in Recital B.

“**Escrow Amount**” means the Second Payment, plus interest thereon, less fees, expenses and disbursements of the Escrow Agent referred to in Section 5.2 and less any withholding and deductions required by applicable law.

“**Escrow Release Notice**” shall have the meaning ascribed thereto in Section 3.1(b).

“**Estudio Payet**” means Payet Rey Cauvi Pérez Abogados, Peruvian counsel to IMICON, as represented by Jose Cuneo Galdós, Aldo Reggiardo Denegri or Alexandra Pazzara Kamo.

“**Expiry Release Date**” shall have the meaning ascribed thereto in Section 3.2(c).

“**Expiry Release Date Extension Notice**” shall have the meaning ascribed thereto in Section 3.1(b)(ii).

“**Final**” with respect to any order of any court of competent jurisdiction, means that such order shall not have been stayed, appealed, varied or vacated, and all time periods within which such order could at law be appealed shall have expired, which time period, in the case of Peruvian Court Approval, means three (3) Peruvian business days from the approval of the respective Peruvian Court. Under Peruvian laws a court order will be deemed to be Final if it has the condition of *firme*.

“**First Payment**” shall have the meaning ascribed thereto in Recital C.

“**Interested Persons**” means Alexander Ernesto Vidaurre Otayza, Lida Avelina Pimentel Jibaja, and Jaime León Sztrancman Waisblack.

“**KSV**” shall have the meaning ascribed thereto in Recital B.

“**Mining Concessions**” shall have the meaning ascribed thereto in Recital A.

“**Notice**” shall have the meaning ascribed thereto in Section 6.1.

“**Notice Date**” shall have the meaning ascribed thereto in Section 3.3(d).

“**Party Claim**” shall have the meaning ascribed thereto in Section 3.3(b).

“**Person**” means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity.

“**Peruvian Courts**” means the 7th Commercial Civil Court of Lima and the 1st Commercial Civil Court of Cañete.

“**Peruvian Court Approval**” means each of the Peruvian Courts has approved the procedural succession set out in the Assignment Agreement and each approval has become a Final order.

“**Peruvian Notary**” means Luis Dannon Brender.

“**Power of Attorney**” means the power of attorney to be granted by the Receiver, on behalf of TVI, in connection with the Assignment Agreement and registered in the Peruvian public registry.

“**Public Deed Condition Joint Notice**” shall have the meaning ascribed thereto in Section 3.1(a).

“**Second Payment Receipt Notice**” shall have the meaning ascribed thereto in Section 2.2(b).

“**Trust Account**” shall have the meaning ascribed thereto in Section 2.3.

“**TVI**” shall have the meaning ascribed thereto in Recital A.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Time** – Time is of the essence in and of this Agreement.
- (b) **Calculation of Time** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Non-Business Days** – Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment shall be made or such action shall be taken on and not later than the next succeeding Business Day.
- (d) **Currency** – Unless otherwise specifically indicated herein, all references in this Agreement to amounts of money are expressed in lawful currency of the United States of America.

- (e) **Not Affected by Headings** – The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. All references to “Articles,” “Sections” and “Schedules” mean and refer to the specified article, section and schedule of this Agreement.
- (f) **Certain Phrases, etc.** – In this Agreement (i) the words “including,” “includes” and “include” mean “including (or includes or include) without limitation,” and (ii) the phrase “the aggregate of,” “the total of,” “the sum of,” or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of.” Unless otherwise specified, the words “Article” and “Section” followed by a number mean and refer to the specified Article or Section of this Agreement.
- (g) **Gender and Number** – Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (h) **Statutes and Laws** – Except as otherwise provided in this Agreement, any reference in this Agreement to a statute or law refers to such statute or law and all rules and regulations made under the same, as it or they may have been or may be from time to time amended, re-enacted or replaced.

1.3 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral, written or otherwise, of the Parties. There are no representations, warranties, covenants or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.
- (b) No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

1.4 Effectiveness of this Agreement

Forthwith following the granting of the Authorization Order and the registration of the Power of Attorney in the Peruvian Public Registry, the Parties shall execute this Agreement and this Agreement shall become effective as of the date set forth above.

ARTICLE 2
APPOINTMENT OF THE ESCROW AGENT AND DELIVERY OF THE SECOND
PAYMENT

2.1 Appointment of the Escrow Agent

Each of IMICON and the Receiver hereby appoints the Escrow Agent to act in accordance with the terms of this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement.

2.2 Delivery of the Second Payment

Pursuant to the agreements reached among certain of the Parties and, specifically, in consideration of the assignment made by TVI of its rights in the Civil Actions, IMICON shall pay the Second Payment into Escrow as follows:

- (a) Immediately upon written confirmation from the Escrow Agent that it has received all executed signature pages to the Escrow Agreement, IMICON shall deliver to the Escrow Agent the Second Payment by way of a wire transfer of immediately available funds to the Trust Account in accordance with wire transfer instructions provided by the Escrow Agent to the Receiver.
- (b) Immediately upon its receipt of the Second Payment, the Escrow Agent shall provide Notice to the Receiver, IMICON, Estudio Payet and the Peruvian Notary of its receipt of the Second Payment (the “**Second Payment Receipt Notice**”).

2.3 Investment of the Escrow Amount

- (a) Until such time as the Escrow Amount is distributed by the Escrow Agent as provided herein, the Escrow Agent shall hold the Escrow Amount in its trust account (the “**Trust Account**”), which is identified in Schedule 1 of this Agreement. At any time prior to such time as the Escrow Amount is distributed by the Escrow Agent as provided herein, the Receiver may, by a Notice to the Escrow Agent, request that the Escrow Amount be invested in an interest-bearing account, a banker’s acceptance, other short term interest bearing instrument of a bank listed in Schedule I of the *Bank Act* (Canada) or such other investments permitted by the Law Society of Upper Canada as the Receiver and IMICON shall agree upon. The interest earned on the investment of the Escrow Amount shall be held and reinvested from time to time in accordance with the forgoing provisions, and a separate account shall be maintained by the Escrow Agent in its books for the Escrow Amount. The Escrow Agent has no liability for any loss sustained as a result of any investment made in accordance with the terms of this Agreement or any liquidation or redemption of an investment prior to its maturity.
- (b) Any and all risks related to the investment of the Escrow Amount as set forth in Section 2.3 shall be assumed solely and exclusively by the Receiver, and none of the Escrow Agent nor IMICON shall be in any way liable or required to indemnify or reimburse the Receiver for any losses that are incurred in connection with such investment.

2.4 Benefit of Interest

Any interest earned in connection with the investment of the Escrow Amount as set forth in Section 2.3 shall be for the benefit of the Receiver.

ARTICLE 3 RELEASE FROM ESCROW

3.1 Notices to be provided

- (a) If the Power of Attorney has not attended before the Peruvian Notary to execute the Assignment Agreement as a public deed within three Business Days following the date of the Second Payment Receipt Notice, the Receiver and Estudio Payet shall send a joint notice to the Escrow Agent (the “**Public Deed Condition Joint Notice**”) so that it is received by the Escrow Agent within four Business Days following the date of the Second Payment Receipt Notice.
- (b) If the Escrow Agent has not received the Public Deed Condition Joint Notice in accordance with Section 3.1(a):
 - (i) immediately following the Peruvian Court Approval, Estudio Payet, on written notice to the Escrow Agent, the Receiver and all other Parties to this Agreement, shall confirm the granting of the Peruvian Court Approval (and enclose the orders granted by each of the Peruvian Courts) in the form of notice attached hereto as Schedule 2 (the “**Escrow Release Notice**”);
 - (ii) if Peruvian Court Approval has not been received within three Business Days prior to the Expiry Release Date, IMICON may, at its option, extend the Expiry Release Date by a period of thirty (30) days if it sends written Notice to the Receiver, with a copy to the Escrow Agent, that it is exercising its one-time right to so extend the Expiry Release Date such that the Notice is received by the Receiver and the Escrow Agent prior to the expiry of the Expiry Release Date (the “**Expiry Release Date Extension Notice**”).

3.2 Release of the Escrow Amount

- (a) If the Escrow Agent has received the Public Deed Condition Joint Notice on or before four Business Days following the date of the Second Payment Receipt Notice, the Escrow Agent shall pay the Escrow Amount to IMICON.
- (b) If Section 3.2(a) does not occur, the Escrow Agent shall pay the Escrow Amount to the Receiver forthwith upon receiving the Escrow Release Notice.
- (c) If Section 3.2(a) does not occur, subject to 3.2(d) below, the Escrow Agent shall pay the Escrow Amount to the Receiver if the Escrow Agent has not received the Escrow Release Notice on or before the date that is 185 days following the date of the Second Payment Receipt Notice (the “**Expiry Release Date**”).

- (d) If the Receiver and the Escrow Agent receive an Expiry Release Date Extension Notice in accordance with Section 3.1(b)(ii), the Escrow Agent shall pay the Escrow Amount to the Receiver on the earlier of: (i) its receipt of the Escrow Release Notice; and (ii) the date that is 215 days following the date of the Second Payment Receipt Notice.
- (e) IMICON hereby acknowledges and agrees that the Escrow Amount paid to the Receiver in accordance with Section 3.2(b) and 3.2(c) or 3.2(d) shall be irrevocably paid to or to the order of the Receiver without any further action, authorization or instructions to the Escrow Agent.
- (f) IMICON hereby acknowledges and agrees that concurrently with payment of the Escrow Amount to the Receiver in accordance with Section 3.2(b) and 3.2(c) or 3.2(d) above, the First Payment (currently in possession of the Receiver and not subject to escrow under this Agreement) shall be credited against the Consideration and irrevocably released to the Receiver without any further action, authorization or instructions.

3.3 Protections for Estudio Payet re: Escrow Release Notice

- (a) Estudio Payet assumes no obligation and no liability, other than those derived from its duties and responsibilities expressly set forth in this Agreement or acting contrary to Peruvian law (collectively, the “**Release Exceptions**”). No duty or implied obligation shall be interpreted hereunder against Estudio Payet.
- (b) Each of the Parties, for itself and for its predecessors, successors, assigns, transferees and any person or entity claiming by, through or under it, including, without limitation, any officer, director, employee, agent, representative, shareholder, partner, affiliate, subsidiary, consultant, attorney or creditor not a party hereto (each an “**Additional Party**”), hereby fully and forever releases, discharges and acquits Estudio Payet and its officers, directors, employees, agents, representatives, shareholders, partners, affiliates, subsidiaries, consultants, attorneys, creditors, predecessors, successors, assigns or transferees from any and all Claims (as defined below) of any nature whatsoever arising out of, under, pursuant to or in any way related to, directly or indirectly, in whole or in part, the giving of the Public Deed Condition Joint Notice or Escrow Release Notice in accordance with Section 3.1 or 3.2 hereof (each a “**Party Claim**”), whether known or unknown, suspected or unsuspected, presently existing or which may hereinafter arise, which any Party or such Additional Party ever had, now has, or hereafter can, shall or may have, save and except for any and all Claims or Party Claims arising from the Release Exceptions, which shall not be released.
- (c) Each of the Parties, for itself and for each Additional Party, expressly waives, to the fullest extent possible under applicable law, any and all rights under any statute or provision or principle of law in the Province of Ontario, Canada, the Republic of Peru or any other jurisdiction which limits the extent to which the foregoing release would otherwise extend to a Party Claim which such Party or such Additional Party does not know or suspect to exist in its favour on the date hereof, on the Notice Day or on any other date. Thus, for the purpose of

implementing the above release of Estudio Payet and the others released herein, each of the Parties, for itself and for each Additional Party, expressly acknowledges that this release is intended to include in its effect, without limitation, Party Claims which such Party or such Additional Party does not know of or suspect to exist in its favour on the date hereof, on the Notice Date or on any other date, and that this release contemplates an extinguishment of all such Party Claims, save and except for those arising from the Release Exceptions.

- (d) As used herein, the term “**Claims**” shall mean all actions, causes of action, suits, proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, rights, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, liabilities (statutory or otherwise), obligations, claims (including, without limitation, claims brought by third parties claiming subrogation), damages, penalties, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and demands whatsoever.

As used herein, the term “**Notice Date**” shall mean the date on which Estudio Payet gives the Public Deed Condition Joint Notice or Escrow Release Notice, as applicable, in accordance with Section 3.1 or Section 3.2 hereof.

- (e) Each Party, for itself and for each Additional Party, hereby represents to Estudio Payet and to each of the others released herein, on the date hereof and as of the applicable Notice Date, that it has not, prior to the date hereof and to the applicable Notice Date, assigned or transferred, or purported to assign or transfer, to any entity or individual, any of the Party Claims.
- (f) This Section 3.3 may not be amended by the Parties without the prior written consent of Estudio Payet. The provisions of this Section 3.3 survive the termination of this Agreement and the final disbursement of the Escrow Amount.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

- (a) IMICON represents and warrants to the Receiver and the Escrow Agent (and to Estudio Payet regarding Section 3.3) as follows: (a) it has full legal right, power and authority to enter into and perform all of its respective obligations under this Agreement; (b) the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not violate any other agreement to which it is a party; (c) this Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding agreement, enforceable against it in accordance with its terms except as (i) the enforceability hereof may be limited by bankruptcy, insolvency, moratorium or other similar applicable laws affecting the enforcement of creditors’ rights generally, and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability; and (d) its execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do

not require the consent, waiver, approval, licence or authorization of or any filing with any governmental authority or other Person and will not violate, result in a breach of, or the acceleration of any obligation under, or constitute a default under, any provision of its constating documents, or any indenture, mortgage, lien, lease, agreement, contract, instrument, order, law, rule, regulation, judgement, ordinance, decree, or restriction by which it or any of its properties or assets is bound.

- (b) The Receiver represents and warrants to IMICON and the Escrow Agent (and to Estudio Payet regarding Section 3.3) that (a) it has been duly appointed as the Receiver pursuant to the Appointment Order; (b) subject to approval of the Court, it has full legal right, power and authority to enter into and perform all of its respective obligations under this Agreement; (c) the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not violate any other agreement to which it is a party; and (d) subject to approval of the Court, this Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding agreement, enforceable against it in accordance with its terms except as (i) the enforceability hereof may be limited by bankruptcy, insolvency, moratorium or other similar applicable laws affecting the enforcement of creditors' rights generally, and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability.

ARTICLE 5 THE ESCROW AGENT

5.1 Duties and Liabilities of the Escrow Agent

- (a) The Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall have no duty to enforce any obligation of any Person and the Escrow Agent is under no duty or responsibility to enforce any of the terms or conditions of any agreement that may be entered into with respect to or in connection with the Assignment Agreement or the Mining Concessions or any agreement ancillary thereto, whether or not the Escrow Agent has knowledge of the same or any of their respective terms and conditions.
- (b) The Escrow Agent shall not be liable for any mistake of fact or law or any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and shall not be held liable for any error in judgment made in good faith.
- (c) The Escrow Agent has the right not to act and will not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment on the part of the Escrow Agent.

- (d) The duties and obligations of the Escrow Agent hereunder shall be governed solely by the provisions of this Agreement and the Escrow Agent shall have no duties or obligations other than those expressly imposed herein and the Escrow Agent shall not be required to take any action other than in accordance with the terms hereof.
- (e) The Escrow Agent may rely, and shall be protected in acting, upon any judgment, decision, order, notice (including the notices set out in Sections 3.1 and 3.2), demand, direction, certificate or other instrument, paper or document which may be submitted to it in connection with its duties hereunder and the directions incorporated therein and which is believed by the Escrow Agent to be genuine and signed or presented by the proper Person(s), and may accept the same as sufficient evidence of the facts stated therein. The Escrow Agent shall in no way be bound to call for further evidence (whether as to due execution, validity or effectiveness, or the jurisdiction of any court or tribunal or arbitral body, or as to the truth of any fact), and shall not be responsible for any loss that may be occasioned by its failing to do so.
- (f) If the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party or from a third Person with respect to any matter arising pursuant to this Agreement which, in its opinion, are in conflict with any provision of this Agreement, it shall be entitled to refrain from taking any action authorized and directed hereunder until it shall be authorized or directed otherwise in writing by IMICON, the Receiver and such third Person, or by a Final order of a court of competent jurisdiction.
- (g) The Escrow Agent is legal counsel to the Receiver and, as a result of this Agreement shall not be restricted from continuing to represent the Receiver in such capacity, provided that in no case shall that situation interfere with the Escrow Agent's duties, in its capacity as such, under this Agreement.

5.2 The Escrow Agent's Costs and Expenses

IMICON and the Receiver agree that the reasonable costs, expenses and disbursements incurred by the Escrow Agent in connection with the performance of its obligations hereunder shall be paid in full from the Escrow Amount or by the Receiver directly. Any amount owing hereunder and remaining unpaid after thirty (30) days from the invoice date will bear interest at the then current rate charged by the Escrow Agent against unpaid invoices, shall be paid from the Escrow Amount or by the Receiver directly and shall form part of the Escrow Agent's remuneration hereunder.

5.3 Release and Indemnification of the Escrow Agent

IMICON and the Receiver hereby release and indemnify the Escrow Agent (and its partners, employees and agents) and holds them harmless against all actions, proceedings, losses, liabilities, costs, claims and demands incurred or sustained by the Escrow Agent (or its partners, employees and agents) in respect of any matter or thing done by it under, pursuant to or in connection with this Agreement, or otherwise arising in connection with its office as Escrow Agent hereunder, except in so far as the same arose through the gross negligence or willful

misconduct on the part of the Escrow Agent. The provisions of this Section 5.3 survive the termination of this Agreement, the resignation or removal of the Escrow Agent, and the final disbursement of the Escrow Amount.

5.4 Resignation or Removal of the Escrow Agent

- (a) The Escrow Agent may resign its trust and be discharged from all further duties and liabilities hereunder after giving five (5) days' written notice to IMICON and the Receiver or such shorter notice as IMICON and the Receiver may accept as sufficient, and may be removed from its office as such Escrow Agent by the Receiver at any time by not less than three (3) Business Days' written notice given to the Escrow Agent. Upon resignation or removal, the Escrow Agent shall deliver the Escrow Amount and all interest accrued thereon, net of fees, costs and expenses to the date of resignation or removal, by wire transfer as directed by the Receiver, failing which, the Escrow Agent shall pay such amount into Court.
- (b) In the event of the resignation of the Escrow Agent or its removal from office, the Receiver shall appoint a successor within five (5) Business Days of delivery of the written resignation notice. The appointed successor shall have similar or better credentials than the Escrow Agent.
- (c) Upon the resignation or removal of the Escrow Agent, the Escrow Agent shall execute such further assurances or documents, at the expense of the Receiver and IMICON as, in the reasonable opinion of the Receiver and IMICON, may be necessary or desirable to vest in the new escrow agent the same powers, rights, duties and responsibilities as if the new Escrow Agent had been originally named as the Escrow Agent.

5.5 Dispute Resolution

It is understood and agreed that should any dispute arise with respect to the delivery, ownership, right of possession and/or disposition of the Escrow Amount, or should any claim be made upon the Escrow Agent or the Escrow Amount by a third Person, the Escrow Agent, upon receipt of notice of such dispute or claim, is authorized and shall be entitled (at its sole option and election) to retain in its possession without liability, all or any of said Escrow Amount until such dispute shall have been settled either by the mutual written agreement of the parties involved or by a Final order of the Court. A copy of any such settlement or Final order shall be delivered to the Escrow Agent by the parties involved, with a copy to the other parties, forthwith upon receipt thereof. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrow Amount.

5.6 Legal Counsel

The Escrow Agent may employ or retain such counsel, experts or advisers as it may reasonably require for the purpose of discharging or determining its duties, obligations or rights hereunder and may pay reasonable remuneration for all services so performed by any of them, and shall not be responsible for any misconduct or negligence on the part of any such experts or advisers who have been appointed with due care by the Escrow Agent. The Escrow Agent, its partners, officers, directors, employees and agents shall incur no liability and shall be fully protected in

acting or not acting in accordance with any opinion, instruction or advice of counsel or such expert so long as, in all cases, they act in good faith in accordance with any opinions, instructions or advice. The cost of such services shall be added to and be part of the Escrow Agent's fees hereunder.

5.7 Payment into Court

At any time, the Escrow Agent may cause the Escrow Amount net of fees, costs and expenses to the date of deposit to be deposited with an Ontario court, and upon such deposit the Escrow Agent shall be automatically released and discharged from any and all further obligations to perform any and all duties and obligations imposed upon the Escrow Agent under this Agreement.

ARTICLE 6 MISCELLANEOUS

6.1 Notices

- (a) Unless otherwise specifically indicated herein, all notices to be made or given by any Party under, and any other notice, request, demand or other communication pursuant to this Agreement (each, a “**Notice**”), must be provided in writing to the other Parties and Estudio Payet and the same may be given: (a) via personal delivery; (b) via an internationally-recognized courier service; or (c) by electronic mail, provided the sender has evidence that the electronic mail was received by the addressee.
- (b) A Notice shall be effective: if delivered personally or via electronic mail, on the date of delivery if delivered before or during normal business hours, and on the next Business Day if delivered after normal business hours; and (b) on the date of delivery if by an internationally-recognized courier service.
- (c) A Notice shall be addressed to the respective Parties and Estudio Payet at the addresses set forth below. Any address or name specified below may be changed by a Notice given in accordance with the provisions of this Section 6.1.

If to IMICON:

Ingeniería, Minería y Construcción, Contratistas Generales S.A.C.
Las Fresias N° 246 Urb. Camacho
La Molina – Lima 12
Peru
Attention: Américo Segundo Villafuerte Mogollón
Email: a_villafuerte_m@minera-ayllu.com

If to Estudio Payet:

Payet Rey Cauvi Pérez Abogados
[insert contact information]

If to the Receiver:

KSV Kofman Inc.
150 King Street West, Suite 2308
Toronto, Ontario
M5H 1J9, Canada
Attention: Bobby Kofman
Email: bkofman@ksvadvisory.com

If to the Escrow Agent:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7, Canada
Attention: Melaney Wagner
Email: mwagner@goodmans.ca

6.2 Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

6.3 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the Parties hereto shall negotiate in good faith to amend this Agreement to implement the intentions set forth in this Agreement (including the intentions of Estudio Payet regarding Section 3.3); or (b) failing to achieve such amendment, the Escrow Agent shall be deemed to have discharged from all further duties and liabilities hereunder in accordance with Section 5.4. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

6.4 Recitals

The **RECITALS** set forth above are a part of this Agreement.

6.5 Governing Law and Jurisdiction

This 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 Parties may be found and without regard to principles of conflict of law. Each Party irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario, Canada (the “**Ontario Courts**”) and hereby irrevocably agrees that all claims in respect of any action or proceeding that pertains to the subject matter of this Agreement shall be heard and determined in the Ontario Courts.

6.6 Assignment and Enurement

IMICON may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement except with the written consent of the Receiver and the Escrow Agent. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors (including any successor by reason of amalgamation or merger of either Party) and permitted assigns hereunder.

6.7 Expenses

The Parties, other than the Escrow Agent, shall pay their respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and all documents and instruments executed or delivered pursuant to this Agreement, as well as any other fees, costs and expenses incurred, unless otherwise specifically set out in this Agreement.

6.8 Further Assurances

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, at the cost of the requesting Party.

6.9 Execution by Electronic Transmission

The signature of any of the Parties hereto may be evidenced by a scanned email or internet transmission copy of this Agreement bearing such signature.

6.10 Counterparts

This Agreement may be signed in four counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to be dated as of the date hereof.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

**INGENIERÍA, MINERÍA Y CONSTRUCCIÓN,
CONTRATISTAS GENERALES S.A.C.**

By: _____

Name:

Title:

KSV KOFMAN INC., solely in its capacity as
Court-appointed Receiver of Tamerlane Ventures
Inc. and Pine Point Holding Corp. and not in its
personal or corporate capacity

By: _____

Name:

Title:

GOODMANS LLP, solely in its capacity as
escrow agent

By: _____

Name:

Title:

Solely with respect to Article 3 hereof:

PAYET REY CAUVI PEREZ ABOGADOS

Name:

Title:

**SCHEDULE 1
TRUST ACCOUNT**

US \$ Trust Account
(as of March 17, 2009)

<u>Intermediary Bank:</u>	Bank of America New York, NY
<u>ABA Code:</u>	026009593
<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Beneficiary:</u>	Goodmans LLP in trust 333 Bay Street Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank SWIFT Code:</u>	TDOMCATTOR
<u>Beneficiary Bank:</u>	0004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	7309002
<u>Payment Details:</u>	Melaney Wagner, File 140405

SCHEDULE 2

Escrow Release Notice

GLOBAL RESOURCE FUND

and

TAMERLANE VENTURES INC. and
PINE POINT HOLDING CORP.

Court File No. CV-14-10417-00CL

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**Fourth Report of the Receiver
(January 22, 2019)****GOODMANS LLP**Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7Melaney Wagner LSUC#: 44063B
mwagner@goodmans.caBradley Wiffen LSUC#: 64279L
bwiffen@goodmans.caTel: (416) 979-4258
Fax: (416) 979-1234Lawyers for KSV Kofman Inc., in its
capacity as Receiver.

3

Court File No. CV-14-10417-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE ● JUSTICE ●)))	WEDNESDAY, THE 30TH DAY OF JANUARY, 2019
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B E T W E E N:

GLOBAL RESOURCE FUND

Applicant

- and -

TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Respondents

APPLICATION UNDER section 243 of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, RSO 1990, c. C-43.

APPROVAL AND AUTHORIZATION ORDER

THIS MOTION, made by KSV Kofman Inc., in its capacity as receiver (the “**Receiver**”) of the assets, properties and undertakings of Tamerlane Ventures Inc. and Pine Point Holding Corp. (collectively, the “**Company**”) appointed pursuant to an Order of this Court dated January 30, 2014 (the “**Receivership Order**”), for an order (i) approving a transaction relating to an assignment of Tamerlane Ventures Inc.’s rights in certain causes of action commenced in Peru (the “**Assignment Transaction**”), and (ii) authorizing the Receiver to grant a Power of Attorney and the entering into of an Assignment Agreement and an Escrow Agreement, all in

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order to complete the Assignment Transaction, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, filed, the Fourth Report, filed, and on hearing the submissions of counsel for the Receiver and such other counsel as were present and wished to be heard, and on reading the affidavit of service filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Fourth Report and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Fourth Report.
3. **THIS COURT ORDERS AND DECLARES** that the Assignment Transaction is hereby approved and the granting of the Power of Attorney by the Receiver, and the execution and delivery of the Assignment Agreement and the Escrow Agreement by Tamerlane or the Receiver or the Power of Attorney on Tamerlane's behalf, are hereby authorized and approved, with such minor amendments to such documents as the Receiver and the counterparties, as applicable, may agree. The Receiver is hereby authorized and directed to take such additional steps and to execute such additional documents as may be necessary or desirable for the completion of the Assignment Transaction.
4. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of a receiver's certificate, in substantially the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), indicating that the Escrow Amount (as defined in the Escrow Agreement) has been released from escrow in accordance with the Escrow Agreement, forthwith following the release of same.

THIS COURT ORDERS that, if the Escrow Amount is released to the Receiver pursuant to the Escrow Agreement, the Receiver is hereby authorized and directed to distribute the net Escrow Amount and the First Payment (as defined in the Escrow Agreement) to Global Resource Fund ("**GRF**") as soon as possible after the filing of the Receiver's Certificate with the Court, which distribution to GRF shall be applied to reduce secured amounts owing to GRF under Receiver's

Certificates and the Credit Agreement dated as of December 16, 2010, as amended, in accordance with their respective priorities.

5. **THIS COURT ORDERS** that the Fourth Report and the actions, conduct and activities of the Receiver as reported therein are hereby approved; provided however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize such approvals.

6. **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 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

7. **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.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-14-10417-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

GLOBAL RESOURCE FUND

Applicant

- and -

TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Respondents

APPLICATION UNDER section 243 of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, RSO 1990, c. C-43.

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 30, 2014, KSV Kofman Inc. was appointed as the receiver (the “**Receiver**”) of the assets, properties and undertakings of Tamerlane Ventures Inc. and Pine Point Holding Corp. (collectively, the “**Company**”).

B. Pursuant to an Order of the Court dated January 30, 2019 (the “**Authorization Order**”), the Court approved the Assignment Transaction and authorized the Receiver to grant the Power of Attorney and enter into and deliver the Assignment Agreement and the Escrow Agreement, all in order to complete the Assignment Transaction.

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C. Unless otherwise indicated or defined herein, capitalized terms used in this Receiver’s Certificate shall have the meanings given to them in the Authorization Order.

THE RECEIVER HEREBY CERTIFIES the following:

- 1. The Escrow Amount [(and the First Payment)] has been irrevocably released to [the Receiver] in accordance with the Escrow Agreement.

This Certificate was delivered by the Receiver at [time] on [date].

KSV KOFMAN INC., solely in its capacity as Receiver of the assets, properties and undertakings of Tamerlane Ventures Inc. and Pine Point Holding Corp., and not in its personal or corporate capacity

Per: _____
 Name:
 Title:

DRAFT: 1 - January 22, 2019 - 2:39 PM

GLOBAL RESOURCE FUND

and

TAMERLANE VENTURES INC. and
PINE POINT HOLDING CORP.

Court File No. CV-14-10417-00CL

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**APPROVAL AND AUTHORIZATION
ORDER**

GOODMANS LLP

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Lawyers for KSV Kofman Inc., in its
capacity as Receiver.

DRAFT: 1 - January 22, 2019 - 2:39 PM

GLOBAL RESOURCE FUND

and

TAMERLANE VENTURES INC. and
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Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**Motion Record
(Returnable January 30, 2019)**

GOODMANS LLP

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