CREDIT AGREEMENT

dated as of

September 27, 2019

among

WESDOME GOLD MINES LTD.

as Borrower

and

THE LENDERS FROM TIME TO TIME PARTIES HERETO

as Lenders

and

NATIONAL BANK OF CANADA

as Administrative Agent

and

NATIONAL BANK FINANCIAL INC.

as Sole Lead Arranger and Bookrunner

and

NATIONAL BANK OF CANADA

as Issuing Bank

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Exhibits:

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Schedules:

Schedule 1.1(A)	-	Initial Security Documents
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Schedule 5.1(8)	-	Insurance Claims
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Schedule 9.1	-	Lender and Issuing Bank Contact Information

CREDIT AGREEMENT

THIS CREDIT AGREEMENT dated as of September 27, 2019 is made among Wesdome Gold Mines Ltd., as Borrower, the Lenders from time to time parties hereto, as Lenders, National Bank of Canada, as Administrative Agent, National Bank Financial Inc., as Arranger, and National Bank of Canada, as Issuing Bank.

RECITALS

WHEREAS the Lenders have agreed to provide a revolving credit facility to the Borrower;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

In this Agreement:

"**Aboriginal Claim**" means any action, cause of action, suit, litigation, proceeding, demand, claim, complaint, or grievance made by any Aboriginal Group to a Credit Party, or, to any Credit Party's knowledge, to a Governmental Authority, in respect of aboriginal rights, aboriginal title, treaty rights or any other aboriginal interest in or to all or related to any portion of any Project, including any threat of any action, cause of action, suit, litigation, proceeding, demand, claim, complaint, or grievance by any Aboriginal Group related to any Project.

"**Aboriginal Group**" means any first nations, Métis or indigenous or aboriginal person(s), tribe(s) or band(s) of Canada or similar groups in any other applicable jurisdiction, or any Person or group identifying themselves as such.

"**Acceptance Fee**" means a fee payable by the Borrower to the Administrative Agent for the account of a Lender in Canadian Dollars with respect to the acceptance of a B/A or the making of a B/A Equivalent Loan, calculated on the face amount of the B/A or the B/A Equivalent Loan at a rate per annum equal to the Applicable Margin from time to time in effect on the basis of the actual number of days in the applicable Contract Period (including the date of acceptance and excluding the date of maturity) and a year of 365 days, (it being agreed that the Applicable Margin in respect of a B/A Equivalent Loan is equivalent to the Applicable Margin otherwise applicable to the B/A Borrowing which has been replaced by the making of such B/A Equivalent Loan pursuant to Section 2.11(8)).

"**Acquisition**" means any transaction, or any series of related transactions, consummated after the Closing Date, by which any Group Party directly or indirectly, by means of a takeover bid, tender offer, amalgamation, merger or other business combination, plan of arrangement, purchase of assets, joint venture or otherwise:

(a) acquires any business (including any division of a business) or all or substantially all of the assets of any Person engaged in any business;

(b) acquires control of securities of a Person engaged in a business representing more than 50% of the ordinary voting power for the election of directors or other governing position if the business affairs of such Person are managed by a board of directors or other governing body;

(c) acquires control of more than 50% of the ownership interest in any Person engaged in any business that is not managed by a board of directors or other governing body; or

(d) otherwise acquires Control of a Person engaged in a business.

"**Acquisition Cost**" means, with respect to any Acquisition, the aggregate amount of consideration (including Earn Out Obligations as determined in good faith at the time of such Acquisition based upon reasonably developed projections) paid or payable in exchange for the subject-matter of such Acquisition; provided that (a) the amount of any non-cash consideration shall be equal to its Fair Market Value as at the time of such Acquisition, and (b) the amount of any Investment made by a Group Party since the Closing Date in the applicable Target shall be included in its Acquisition Cost.

"**Acquisition Notice**" means a notice from the Borrower to the Administrative Agent:

(a) stating the intention of a Group Party to make an Acquisition;

(b) stating whether shares or assets (or both) are proposed to be acquired;

(c) setting forth the name, address and jurisdiction of incorporation or other organization of the Target; and

(d) executed by a Responsible Officer of the Borrower.

"**Administrative Agent**" means National Bank of Canada, in its capacity as administrative agent for the Lenders hereunder, or any successor Administrative Agent appointed pursuant to Section 8.10.

"**Administrative Questionnaire**" means an administrative questionnaire in a form supplied by the Administrative Agent.

"**Affiliate**" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with, such Person. With respect to Investec Bank plc and notwithstanding the foregoing, its Affiliates shall include Investec Bank Limited and its subsidiaries.

"**Agreed Development Project Technical Reports**" means the latest Technical Reports in respect of each Development Project as of the date hereof provided by the Borrower to the Administrative Agent.

"**Agreement**" means this credit agreement and all the Exhibits and the Schedules attached hereto.

"**AML Legislation**" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017* (SI 2017 No. 692) (United Kingdom), the *Proceeds of Crime Act 2002* (United Kingdom), the *Money Laundering Regulations 2007* (SI 2007 No. 2157) (United Kingdom), the *Terrorism Act*

2000 (United Kingdom), and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" applicable Laws, whether within Canada, the United Kingdom or elsewhere, including any regulations, guidelines or orders thereunder.

"**Annual Corporate Budget**" means, at any time, the most recent annual corporate budget for the Borrower and the Subsidiaries, delivered to the Administrative Agent pursuant to Section 5.1(1)(k).

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Group Parties and their Affiliates from time to time concerning or relating to bribery or corruption, including without limitation the *Corruption of Foreign Public Officials Acts* (Canada) and the *Bribery Act 2010* (United Kingdom).

"**Applicable Margin**" means the applicable rate per annum, expressed as a percentage, set out in the relevant column and row of the table below, based on the Total Leverage Ratio as at the most recent Quarterly Date with respect to which the Borrower has delivered financial information to the Administrative Agent pursuant to Section 5.1(1).

Level	Total Leverage Ratio	B/A Borrowing, LIBO Rate Loan or Financial Letter of Credit	Canadian Prime Loan or Base Rate Loan	Non-Financial Letter of Credit	Standby Fee
I	< 1.00:1.00	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**
II	≥ 1.00:1.00 and < 1.50:1.00	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**
III	≥ 1.50:1.00 and < 2.00:1.00	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**
IV	≥ 2.00:1.00 and < 2.50:1.00	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**
V	≥ 2.50:1.00	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**	**[percentage redacted]**

As of the Closing Date, the initial Applicable Margin shall be based upon Level I. Thereafter, the Applicable Margin shall change (to the extent necessary, if any) on each date on which the financial statements and Compliance Certificate of the Borrower delivered to the Administrative Agent pursuant to Section 5.1(1) reflect any change in the Total Leverage Ratio effective as of the date of such financial statements, based upon the financial statements for the immediately preceding Rolling Period, or if such day is not a Business Day, then the first Business Day thereafter; provided that, with respect to any Bankers' Acceptance outstanding on the effective date of any such change in Applicable Margin, any change in the Applicable Margin with respect thereto shall become applicable thereto only upon the next rollover or conversion of such Bankers' Acceptance after such change. Notwithstanding the foregoing, if at any time the Borrower fails to deliver financial statements and the certificate of the Borrower as required by Section 5.1(1) on or before the date required pursuant to Section 5.1(1) (without regard to grace periods), the Applicable Margin shall

be the highest margins provided for in the above grid from the date such financial statements are due pursuant to Section 5.1(1) (without regard to grace periods) through the date the Administrative Agent receives all financial statements and certificates that are then due pursuant to Section 5.1(1).

"**Applicable Percentage**" means, in respect of any Lender at any time, the percentage of the Revolving Credit which such Lender has agreed to make available to the Borrower at such time, determined by dividing such Lender's Commitment by the aggregate of all of the Lenders' Commitments; provided that, in the case of Section 2.21 when a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the total Commitments (disregarding any Defaulting Lender's Commitment) represented by such Lender's Commitment**.** If any Commitments have terminated or expired, the Applicable Percentages in respect of the terminated or expired Commitments shall be determined based upon the relevant Commitments most recently in effect (prior to their termination or expiry), giving effect to any assignments and to any Lender's status as a Defaulting Lender at the time of determination.

"**Approved Fund**" means (a) a CLO, and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans or similar extensions of credit and is advised or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"**Arranger**" means National Bank Financial Inc., as sole lead arranger.

"**Asset Coverage Percentage**" means an amount equal to:

(a) the aggregate gross assets of the Credit Parties, determined on an unconsolidated basis and excluding all intra-Group Party items and Investments in any Group Party; divided by

(b) gross assets of the Borrower, determined on a Consolidated basis; multiplied by

(c) 100%.

"**Asset Disposition**" means, with respect to any Person, the sale, lease, license, transfer, assignment or other disposition of all or any portion of its business, assets, rights, revenues or property, real, personal or mixed, tangible or intangible, whether in one transaction or a series of transactions, other than (a) inventory sold in the ordinary course of business upon customary credit terms, (b) sales of worn-out, scrap or obsolete material or equipment which are not material in the aggregate, (c) leases of real property or personal property (under which such Person is lessor) entered into in the ordinary course of business, (d) licenses granted to third parties in the ordinary course of business, (e) transactions among Credit Parties, (f) transactions among Non-Credit Party Subsidiaries, (g) transactions that constitute Permitted Investments or any redemption or repayment thereof, (h) transactions that constitute Restricted Payments permitted hereunder, and (i) the expropriation, condemnation, destruction or other loss of property.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.4), and accepted by the Administrative Agent, in the form of Exhibit C or any other form (including electronic records generated by the use of an Electronic System) approved by the Administrative Agent.

"**Authorization**" means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award,

determination, direction, decree, by-law, rule or regulation of any Governmental Authority having jurisdiction over such Person, whether or not having the force of Law; provided that Mining Rights shall not constitute Authorizations.

"**B/A Borrowing**" means a Borrowing comprised of one or more Bankers' Acceptances or, as applicable, B/A Equivalent Loans. For greater certainty, unless the context requires otherwise, all provisions of this Agreement which are applicable to Bankers' Acceptances are also applicable, *mutatis mutandis*, to B/A Equivalent Loans.

"**B/A Equivalent Loan**" has the meaning set out in Section 2.11(8).

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"**Bail-In Legislation**" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Bankers' Acceptance**" and "**B/A**" mean an instrument denominated in Canadian Dollars, drawn by the Borrower and accepted by a Lender in accordance with this Agreement, and includes a "depository note" within the meaning of the *Depository Bills and Notes Act* (Canada) and a bill of exchange within the meaning of the *Bills of Exchange Act* (Canada).

"**Base Rate**" means, on any day, the annual rate of interest equal to the greater of (a) the annual rate of interest announced by the Administrative Agent and in effect as its base rate at its principal office in Toronto, Ontario on such day for determining interest rates on U.S. Dollar-denominated commercial loans made in Canada, and (b) the Federal Funds Effective Rate plus 0.50%; provided that the Base Rate shall be increased as required to ensure that at no time it is less than the LIBO Rate at such time (based upon a 1 month Interest Period) plus 100 bps.

"**Base Rate Borrowing**" means a Borrowing comprised of one or more Base Rate Loans.

"**Base Rate Loan**" means a Loan denominated in U.S. Dollars which bears interest at a rate based upon the Base Rate.

"**Benefit Plans**" means any retirement, savings, profit sharing, health, medical, dental, disability, life insurance, welfare or other employee benefit plan, program, policy or practice, whether written or oral, funded or unfunded, registered or unregistered, which is sponsored, maintained or contributed to or required to be contributed to by any Group Party or under which any Group Party has any actual or potential liability, other than a Pension Plan.

"**BIA**" means the *Bankruptcy and Insolvency Act* (Canada).

"**Blocking Law**" means Council of the European Union regulation (EC) No 2271/1996 of 22 November 1996 or any law or regulation implementing such regulation in any member state of the European Union or the United Kingdom of Great Britain and Northern Ireland.

"**BMO LC**" means the letter of credit dated April 18, 2019 issued by Bank of Montreal on behalf of the Borrower in favour of Independent Electricity System Operator in the amount of Cdn. $600,000 (instrument number BMTO592191OS).

"**Borrower**" means Wesdome Gold Mines Ltd., an Ontario corporation.

"**Borrowing**" means any availment of the Revolving Credit, and includes any Loan, the issuance of a Letter of Credit (or any amendment thereto or renewal or extension thereof) and a rollover or conversion of any outstanding Loan.

"**Borrowing Request**" has the meaning set out in Section 2.3(1).

"**Business**" means (a) mineral exploration, extraction, processing and sale, and (b) any business that is the same, similar or otherwise reasonably related, ancillary or complementary thereto.

"**Business Day**" means any day that is not (a) a Saturday, Sunday or holiday (as defined in the *Interpretation Act* (Canada)) in Toronto, Ontario, Montreal, Québec, (b) in the case of any U.S. Dollar-denominated Borrowing, any other statutory holiday in New York, New York, or (c) any other statutory holiday in London, England.

"**Canadian $ Amount**" means, on any day, in relation to any Loans or Letters of Credit, the sum of (a) the amount of all such Loans and Letters of Credit that are denominated in Canadian Dollars, and (b) the Equivalent Amount of all such Loans and Letters of Credit that are expressed in U.S. Dollars.

"**Canadian Dollars**" and "**Cdn.$**" refer to lawful money of Canada.

"**Canadian Prime Borrowing**" means a Borrowing comprised of one or more Canadian Prime Loans.

"**Canadian Prime Loan**" means a Loan denominated in Canadian Dollars which bears interest at a rate based upon the Canadian Prime Rate.

"**Canadian Prime Rate**" means, on any day, the annual rate of interest equal to the greater of (a) the annual rate of interest announced by the Administrative Agent and in effect as its prime rate at its principal office in Toronto, Ontario on such day for determining interest rates on Canadian Dollar-denominated commercial loans in Canada, and (b) the annual rate of interest equal to the sum of (i) the one-month CDOR Rate in effect on such day, plus (ii) 1.00%; provided that if the Canadian Prime Rate is at any time less than zero, the Canadian Prime Rate shall be deemed to be zero for the purposes of this Agreement.

"**Capital Adequacy Guideline**" means the capital adequacy requirements from time to time specified by the Office of the Superintendent of Financial Institutions (or any successor Canadian Governmental Authority performing the functions and exercising the powers performed and exercised by the Office of the Superintendent of Financial Institutions) and published by it as one or more guidelines for Canadian banks.

"**Capital Expenditures**" means, with respect to any Person for any period, all expenditures (whether paid in cash or accrued as a liability, including the portion of Capital Lease Obligations originally incurred during such period that are capitalized) of such Person during such period that, in conformity with GAAP, are included in "capital expenditures", "additions to property, plant or equipment" or comparable items.

"**Capitalization Ratio**" means, at any time, the ratio of (a) Total Indebtedness, to (b) the sum of Total Indebtedness plus Shareholders' Equity, in each case as at such time.

"**Capital Lease Obligations**" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or financing leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"**Cash Equivalents**" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada or of any Canadian province (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of Canada or of such Canadian province), in each case maturing within one year from the date of acquisition thereof;

(b) investments in certificates of deposit, bankers' acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of Canada or of any Canadian province which has a combined capital surplus and undivided profits of not less than Cdn.$1,000,000,000 and a senior unsecured rating of "A-" or better by S&P and **"**A3" or better by Moody's;

(c) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(d) marketable and freely tradeable securities evidencing direct obligations of corporations, hospitals, municipal boards or school boards having, at the date of acquisition, a rating from DBRS of A, from Moody's of A 2 or from S&P of A, in each case maturing within 180 days from the date of acquisition thereof; or

(e) deposits in bank accounts made in the ordinary course of business and otherwise permitted hereunder.

"**Cash Management Services**" means any one or more of the following types of services or facilities provided to any Credit Party by a Lender or any Lender Affiliate (a) ACH transactions, (b) cash management services, including controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit card processing services, (e) credit or debit cards, and (f) purchase cards (but only to the extent that, prior to the occurrence and continuance of any Default or Event of Default, the Borrower and the Credit Party issuing such purchase cards notify the Administrative Agent in writing that such purchase cards are to be deemed Cash Management Services hereunder).

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CDOR Rate**" means, on any day and for any period, an annual rate of interest equal to the average rate applicable to Canadian Dollar bankers' acceptances for the applicable period appearing on the Reuters Screen CDOR Page at approximately 10:00 a.m., on such day, or if such day is not a Business Day, then on the immediately preceding Business Day; provided that:

(a) if such rate does not appear on the Reuters Screen CDOR Page on such day as contemplated, then the CDOR Rate on such day shall be calculated as the rate for such period applicable to Canadian Dollar bankers' acceptances quoted by the Administrative Agent as of 10:00 a.m., on such day or, if such day is not a Business Day, then on the immediately preceding Business Day; and

(b) if such rate is less than zero then the CDOR Rate shall be deemed to be zero.

"**Change in Law**" means (a) the adoption or taking effect of any new Law after the date of this Agreement, (b) any change in any existing Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority after the date of this Agreement, or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law, but in the case of a request, guideline or directive not having the force of law, being a request, guideline or directive with which persons customarily comply) by any Governmental Authority made or issued after the date of this Agreement.

"**Change of Control**" means:

(a) the ownership, directly or indirectly, beneficially or of record, by any Person or group of Persons acting jointly or otherwise in concert, of Equity Securities representing more than 50 % of the aggregate ordinary voting power represented by the issued and outstanding Equity Securities of the Borrower;

(b) the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the board of directors of the Borrower nor (ii) appointed by directors so nominated; or

(c) the direct or indirect Control of the Borrower by any Person or group of Persons acting jointly or otherwise in concert.

"**CLO**" means any Person (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by a Lender or a Lender Affiliate.

"**Closing Date**" means September 27, 2019, being the date on which this Agreement is executed and delivered by the parties hereto.

"**Collateral**" means the property described in and subject to the Liens, privileges, priorities and security interests purported to be created by any Security Document; provided that, "Collateral" shall not include any Excluded Mining Right.

"**Commitment**" means, with respect to each Lender, the commitment of such Lender to make Loans and issue or acquire participations in Letters of Credit hereunder, as such commitment may be reduced from time to time pursuant to Sections 2.6 or 2.9, and as such commitment may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.4. The initial amount of each Lender's Commitment are set out in Schedule 2.1, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable. The initial aggregate amount of Commitments is Cdn. $45,000,000.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Communications**" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Group Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or the Issuing Bank by means of electronic communications pursuant to Section9.1(6)(b), including through an Electronic System.

"**Compliance Certificate**" means a certificate of the Borrower in the form attached hereto as Exhibit B, signed by a Responsible Officer of the Borrower.

"**Conflict of Interest**" means any circumstance in which a Lender, as of the date of any Acquisition Notice, shall have a business relationship, either directly or through a Lender Affiliate, with the applicable Target.

"**Consolidated**" means, when used with respect to any financial term, financial covenant, financial ratio or financial statement, such financial term, financial covenant, financial ratio or financial statement calculated, prepared or determined, as applicable, for the Borrower on a consolidated basis in accordance with GAAP consistently applied.

"**Contract Period**" means the term of a B/A Borrowing selected by the Borrower in accordance with Section 2.3(1)(iv) commencing on the date of such B/A Borrowing and expiring on a Business Day which shall be either one month, two months, three months or, if available, as determined by the Administrative Agent in good faith, six months thereafter (or such other terms as may be requested by the Borrower and approved unanimously by the Lenders); provided that (a) subject to clause (b) of this definition, each such period shall be subject to such extensions or reductions as may be determined by the Administrative Agent to ensure that each Contract Period will expire on a Business Day, and (b) no Contract Period shall extend beyond the Maturity Date.

"**Control**" means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power or by contract. "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Corrective Action Plan**" means a plan to correct and remedy all material non-compliance by any Project with Environmental and Social Laws and Standards, and any adverse effects resulting from same.

"**Credit Exposure**" means, with respect to any Lender at any time, the sum of (a) the Canadian $ Amount of the outstanding principal amount of such Lender's Loans at such time, and (b) such Lender's LC Exposure and Swingline Exposure at such time.

"**Credit Parties**" means, collectively, the Borrowers and the Guarantors, and "**Credit Party**" means any one of them.

"**Credit Party Guarantee**" means the unlimited multi-party guarantee dated as of the date hereof in favour of the Administrative Agent with respect to the debts, liabilities and obligations of the Credit Parties under the Loan Documents.

"**Currency Excess Amount**" has the meaning set out in Section 2.9(1).

"**DBRS**" means Dominion Bond Rating Service Limited, or its successor.

"**Deferred Collateral**" means the Ontario Mining Leases and Licences and the Moss Lake Unpatented Claims.

"**Default**" means any event or condition that constitutes an Event of Default or that, upon notice, lapse of time or both, would, unless cured or waived, become an Event of Default.

"**Defaulting Lender**" means any Lender that (a) has failed to fund any portion of the Loans or perform its obligations under Section 2.1 within three Business Days of the date it is required to do so, unless the failure has been cured, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it under this Agreement within three Business Days of when due, unless the payment is the subject of a good faith dispute or unless the failure has been cured, (c) has notified the Borrower, the Administrative Agent or any Lender (verbally or in writing) that it does not intend to or is unable to comply with any of its funding obligations under this agreement or has made a public statement to that effect or to the effect that it does not intend to or is unable to fund advances generally under credit arrangements to which it is a party unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied, (d) is an Insolvent Defaulting Lender, or (e) becomes the subject of a Bail-In Action.

"**Defined Benefit Plan**" means a pension plan registered under the Income Tax Act, the *Pension Benefits* Act (Ontario) or any other applicable pension standards legislation which contains a "defined benefit provision", as such term is defined in subsection 147.1(1) of the Income Tax Act.

"**Depreciation Expense**" means, with respect to any period, the collective depreciation, depletion impairment and amortization expense of the Borrower for such period, determined on a Consolidated basis.

"**Development Projects**" means: (a) the Kiena Project; and (b) the Moss Lake Project.

"**Discount Proceeds**" means, for any B/A (or, as applicable, any B/A Equivalent Loan), an amount (rounded to the nearest whole cent, and with one-half of one cent being rounded up) calculated on the applicable date of Borrowing by multiplying:

(a) the face amount of the B/A (or, as applicable, the undiscounted amount of the B/A Equivalent Loan); by

(b) the quotient of one divided by the sum of one plus the product of:

  (i) the Discount Rate (expressed as a decimal) applicable to such B/A (or as applicable, such B/A Equivalent Loan); multiplied by

  (ii) a fraction, the numerator of which is the Contract Period of the B/A (or, as applicable, the B/A Equivalent Loan) and the denominator of which is 365,

with such quotient being rounded up or down to the nearest fifth decimal place, and with .000005 being rounded up.

"**Discount Rate**" means, with respect to either a B/A for a particular Contract Period being purchased by a Lender on any day or a B/A Equivalent Loan being made by a Lender on any day, (a) for any Lender which is a Schedule I bank under the *Bank Act* (Canada), the CDOR Rate on such day for such Contract Period, and (b) for any other Lender, the lesser of:

(i) the CDOR Rate on such day for such Contract Period, plus 0.10%; and

(ii) the percentage discount rate quoted by such Lender as the percentage discount rate at which such Lender would, in accordance with its normal practices, at or about 10:00 a.m. on such date, be prepared to purchase Bankers' Acceptances or make B/A Equivalent Loans having a face amount and term comparable to the face amount and term of such B/A or B/A Equivalent Loan.

"**Disqualified Stock**" means any Equity Securities, warrants, options or other rights to acquire Equity Securities (but excluding any debt security which is convertible, or exchangeable, for Equity Securities), which, by its terms (or by the terms of any security in which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the Maturity Date.

"**Earn Out Obligations**" means any contingent amounts payable by a purchaser following completion of an Acquisition as purchase price consideration, whether based on future performance, future profitability, or otherwise. For the avoidance of doubt, reimbursement or indemnity obligations and normal course closing or post-closing adjustments shall not constitute Earn Out Obligations.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**EBITDA**" means, for any period, an amount equal to Net Income for such period minus, to the extent included in such Net Income (but without duplication):

(a) any non-cash income and gains (including unrealized mark-to-market gains under Hedging Arrangements); and

(b) any cash expenses and losses to the extent previously deducted in a prior period as a non-cash expense or loss under clause (g) below; and

(c) any extraordinary or non-recurring income and gains;

plus, to the extent deducted from such Net Income (but without duplication):

(d) Interest Expense;

(e) Income Tax Expense;

(f) Depreciation Expense;

(g) any non-cash expenses and losses (including unrealized mark-to-market losses under Hedging Arrangements); and

(h) any extraordinary or non-recurring charges, expenses or losses;

all determined on a Consolidated basis; provided that:

(i) in respect of (i) each Person which has become a Subsidiary in such period, or (ii) an Acquisition of assets in such period, EBITDA shall be determined as if (A) such Person had been a Subsidiary during the entire such period, or (B) such EBITDA producing assets had been possessed by such Person during the entire such period, as applicable; and

(j) in respect of (i) each Person which has ceased to be a Subsidiary in such period, or (ii) a disposition or sale of assets during such period, EBITDA shall be determined as if (A) such Person had not been a Subsidiary during the entire such period, or (B) such EBITDA producing assets had not been possessed by such Person during the entire such period, as applicable.

"**EBITDA Coverage Percentage**" means an amount equal to:

(a) the aggregate Subject EBITDA of the Credit Parties, determined on an unconsolidated basis and excluding all inter-Group Party items; divided by

(b) EBITDA; multiplied by

(c) 100%.

"**Electronic Signature**" means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"**EHS Guidelines**" means the World Bank Group Environmental, Health and Safety General Guidelines (April 2007) and Environmental, Health and Safety Guidelines for Mining (December 2007), as amended, supplemented or superseded from time to time.

"**Electronic System**" has the meaning assigned to it in Section 9.1(6)(a).

"**Environmental and Social Laws and Standards**" means:

(a) the IFC Performance Standards and the EHS Guidelines;

(b) any Environmental Law with respect to any Project; and

(c) any Social Law with respect to any Project.

"**Environmental Laws**" means all Laws relating in any way to the environment, preservation or reclamation of natural resources, the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling, release, threatened release or disposal of any Hazardous Material, or to health and safety matters that are not governed by Social Laws.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities) of any Group Party directly or indirectly resulting from or based upon (a) the violation of any Environmental Laws, (b) the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment, or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Equity Securities**" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust but excluding any debt securities convertible into any of the foregoing.

"**Equivalent Amount**" means, in relation to the conversion of one currency into another currency, the spot rate of exchange for such conversion as quoted by the Bank of Canada at the close of business on the immediately preceding Business Day, and, if no such rate is quoted, the spot rate of exchange quoted for wholesale transactions by the Administrative Agent in Toronto, Ontario in accordance with its normal practice.

"**ETA**" means Part IX of the *Excise Tax Act* (Canada).

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"**Events of Default**" has the meaning set out in Section 7.1.

"**Excluded Mining Rights**" means collectively the Excluded Ontario Mining Rights and the Excluded Quebec Mining Rights.

"**Excluded Ontario Mining Rights**" means the unpatented mining claims in the Province of Ontario with claim numbers 107533, 128127, 143894, 174821, 177550, 186586, 186818, 221923, 228076, 234415, 252741, 254117, 273251, 296592, 336867, 336868 and 341521.

"**Excluded Quebec Mining Rights**" means the map designated claims (*claim désignée sur carte*) in the Province of Quebec with claim numbers 2411926, 2411927, 2411928, 2411929, 2411930, 2411931, 2421972, 2421973, 2421974, 2421975, 2421976, 2421977, 2421978 and 2421979.

"**Excluded Swap Obligation**" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of a guarantee of such Guarantor of, or the grant by such Guarantor of a Lien to secure, such Swap Obligation (or any guarantee thereof) is or has become illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof), including by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time such guarantee or Lien

becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or Lien is or becomes illegal.

"**Excluded Taxes**" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) any Tax on such recipient's net income (however denominated), profits (or franchise Tax in lieu of such Tax on net income) or branch profits imposed by a jurisdiction as a result of such recipient being organized or having its principal office or applicable lending office located in such jurisdiction or as a result of a present or former connection between such recipient and the jurisdiction (other than a connection arising from such recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Documents, or sold or assigned an interest in any Loan or Loan Document), (b) capital Taxes imposed by a jurisdiction on (or measured by) such recipient's taxable capital, in each case by reason of the recipient being organized under the Laws of, or having its principal office located in, such jurisdiction, (c) in the case of a Lender, withholding Tax that is imposed on amounts payable to such Lender pursuant to a Law in effect at the time such Lender becomes a party hereto (or designates a new lending office) except, in each case, to the extent that the assignor of such Lender (or the Lender, in the case of the designation of a new lending office) was entitled, immediately prior to the time of assignment (or designation of a new lending office), to receive additional amounts from the Borrower with respect to such Taxes pursuant to Section 2.15, (d) any withholding Tax that is required to be withheld on amounts payable to or for the account of a Lender with respect to an applicable interest in a Loan as a result of such Lender (i) not dealing at arm's length (within the meaning of the Income Tax Act) with the Borrower, or (ii) being a "specified non-resident shareholder" of the Borrower or a non-resident person not dealing at arm's length with a "specified shareholder" of the Borrower, in each case within the meaning of the Income Tax Act, except where the non-arm's length relationship arises, or where the Lender is a "specified non-resident shareholder" or does not deal at arm's length with a "specified shareholder", in each case, as a result of the Lender having (i) executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced any Loan Document, or (ii) sold or assigned any interest in any Loan or Loan Document pursuant to Section 2.18 or otherwise at the request of the Borrower, and (e) any withholding Tax attributable to a Lender's failure to comply with Section 2.15(6).

"**Existing Lease Facilities**" means, collectively: (a) the equipment finance facility dated January 29, 2019 between the Borrower and First National Capital; and (b) the equipment finance facility dated March 7, 2019 between the Borrower and VFI Corporate Finance.

"**Existing Royalty Agreements**" means the royalty agreements listed on Schedule 1.1(C).

"**Extension Date**" has the meaning set out in Section 2.6(3).

"**Extension Request**" has the meaning set out in Section 2.6(3).

"**Fair Market Value**" means (a) with respect to any asset or group of assets (other than a marketable security) at any date, the value of the consideration obtainable in a sale of such asset at such date assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as determined by the board of directors of the Borrower, acting reasonably, or, if such asset shall have been the subject of a relatively contemporaneous appraisal

by an independent third party appraiser, the basic assumptions underlying which have not materially changed since its date, the value set out in such appraisal, and (b) with respect to any marketable security at any date, the closing sale price of such marketable security on the Business Day next preceding such date, as quoted on any recognized securities exchange or, if there is no such closing sale price of such marketable security, the final price for the purchase of such marketable security at face value quoted on such Business Day by a financial institution of recognized standing selected by the Administrative Agent which regularly deals in securities of such type.

"**Federal Funds Effective Rate**" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"**Fee Letter**" means the letter dated as of June 10, 2019 among the Arranger, the Administrative Agent and the Borrower relating to the payment of certain arrangement, syndication and other fees.

"**Financial Letter of Credit**" means a Letter of Credit that serves as a payment guarantee of a Person's financial obligations and is treated as a direct credit substitute for the purposes of the Capital Adequacy Guideline. For the avoidance of doubt, any Letter of Credit which serves as a guarantee of a Person's performance obligations (other than financial obligations) and is treated as a transaction-related contingency for purposes of the Capital Adequacy Guideline shall not be a Financial Letter of Credit.

"**Fiscal Quarter**" means any fiscal quarter of the Borrower.

"**Fiscal Year**" means any fiscal year of the Borrower.

"**FRBNY**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"**FRBNY Website**" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"**Future Project Authorizations**" means, at any time, those Project Authorizations which at such time are not then:

(a) necessary or required for the development, construction, operation or maintenance of a Project in accordance with, and as then contemplated by, the Life of Mine Plan; or

(b) otherwise required to be in effect under the terms of applicable Law or the Loan Documents.

"**GAAP**" means, with respect to any Person, generally accepted accounting principles in Canada as in effect from time to time with respect to such Person, including International Financial Reporting Standards.

"**Good Industry Practice**" means the degree of care and skill, diligence, prudence (financial and operational), foresight and operating practice which would reasonably and ordinarily be expected from a skilled operator engaging in the same type of undertaking as the Projects, under similar circumstances.

"**Governmental Authority**" means the Government of Canada, any other nation or any political subdivision thereof, whether provincial, state, municipal, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank, fiscal or monetary authority or other authority regulating financial institutions, and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including the Bank Committee on Banking Regulation and Supervisory Practices of the Bank of International Settlements.

"**Group Parties**" means, collectively, the Borrower, the other Credit Parties and all other Subsidiaries, and "**Group Party**" mean any one of them.

"**GSA**" means the multi-party general security agreement dated as of the date hereof between each Credit Party from time to time party thereto and the Administrative Agent for the benefit of the Secured Parties constituting a first-priority Lien (subject to Permitted Liens) over all present and future property (both real and personal) of each grantor, including all Equity Interests in which each grantor has any right, title or interest.

"**Guarantee**" of or by any Person (in this definition, the "**guarantor**") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (in this definition, the "**primary credit party**") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect:

(a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise);

(b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof;

(c) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Indebtedness or other obligation;

(d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or other obligation;

(e) to make take-or-pay or similar payments, if required, regardless of non-performance by any other party or parties to an agreement; or

(f) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss.

The term Guarantee shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee in respect of Indebtedness shall be deemed to be an amount equal to the stated or determinable amount of the related Indebtedness (unless the Guarantee is limited by its terms to a lesser amount, in which case to the extent of such amount) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof.

"**Guarantor**" means any Person that has entered into, or acceded to, the Credit Party Guarantee.

"**Hazardous Materials**" means any substance, product, liquid, waste, pollutant, chemical, contaminant, insecticide, pesticide, gaseous or solid matter, organic or inorganic matter, fuel, micro-organism, odour, radiation, plasma, constituent or other material which (a) is or becomes listed, regulated or addressed under any Environmental Laws, or (b) is, or is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Laws, including asbestos, cyanide, petroleum or petroleum distillates, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Laws.

"**Hedge Arrangement**" means any derivative transaction entered into in connection with protection against, or benefit from, fluctuation in any rate or price. For the avoidance of doubt, the entry into a Master ISDA Agreement and the schedules thereto shall not in and of themselves constitute a Hedge Arrangement, but each trade documented pursuant to a confirmation entered into thereunder shall constitute a Hedge Arrangement.

"**Hedge Exposure**" of a Person means all obligations of such Person arising under or in connection with Hedge Arrangements; provided that:

(a) when calculating the value of a Hedge Arrangement only the mark-to-market value (or, if any actual amount is due as a result of the termination or close-out of such Hedge Arrangement, that amount) shall be taken into account; and

(b) where there is a netting arrangement applicable to such Hedge Arrangements, the Hedge Exposure with respect to any counterparty shall be calculated on an aggregate net basis after taking into account all amounts owing by such counterparty to such Person under such Hedge Arrangements.

"**Hostile Acquisition**" means a proposed Acquisition by any Group Party in circumstances in which the Target shall not have, as of the date of the Borrower's Acquisition Notice in respect of such Acquisition, evidenced its agreement or agreement in principle to such Acquisition by means of (a) a definitive agreement of purchase and sale, (b) a letter of intent in respect thereof, or (c) any other document, instrument, opinion or other writing satisfactory to the Lenders.

"**ICE Benchmark Administration Interest Settlement Rate**" means, with respect to any period, the London interbank offered rate for U.S. Dollar deposits with maturities comparable to such period administered by ICE Benchmark Administration Limited (or any other Person which takes over the administration of that rate).

"**IFC Performance Standards**" means the Performance Standards on Environmental and Social Sustainability (January 1, 2012) published by the International Finance Corporation, together with

the guidance notes and interpretation notes published with respect thereto, in each case, as amended, supplemented or superseded from time to time.

"**Immaterial Mining Rights**" means those Mining Rights set forth in Schedule 1.1(F).

"**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

"**Income Tax Expense**" means, with respect to any period, the aggregate of all taxes on income of the Borrower for such period, whether current or deferred and net of any incentive or similar tax credits, determined on a Consolidated basis.

"**Indebtedness**" of any Person means, without duplication:

(a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind;

(b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(c) all obligations of such Person upon which interest charges are customarily paid;

(d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person;

(e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business (which, for certainty, includes trade debt));

(f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed;

(g) all Guarantees by such Person of Indebtedness of others;

(h) all Capital Lease Obligations of such Person;

(i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee;

(j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances;

(k) all Hedge Exposure to the extent due and payable; and

(l) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value (other than for other Equity Securities) any Equity Securities of such Person, valued, in the case of redeemable Equity Securities, at the greater of voluntary or involuntary redemption price, plus accrued and unpaid dividends.

The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a partner, general partner or limited partner) to the extent such

Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity.

"**Indemnified Taxes**" means all Taxes other than Excluded Taxes.

"**Indemnitee**" has the meaning specified in Section 9.3(2).

"**Initial Security Documents**" means the materials described in Schedule 1.1(A).

"**Insolvent Defaulting Lender**" means any Defaulting Lender that (a) has been adjudicated as, or determined by an Governmental Authority having regulatory authority over such Person or its assets to be, insolvent, (b) becomes the subject of an insolvency, bankruptcy, dissolution, liquidation or reorganization proceeding, or (c) becomes the subject of an appointment of a receiver, receiver and manager, monitor, trustee or liquidator under the *Bank Act* (Canada) or any applicable bankruptcy, insolvency or similar law now existing or hereafter enacted; provided that a Lender shall not be an Insolvent Defaulting Lender solely by virtue of the ownership or acquisition by a Governmental Authority or instrumentality thereof of any Equity Securities in such Lender or a parent company thereof.

"**Interest Coverage Ratio**" means, with respect to any Rolling Period, the ratio of (a) EBITDA for such Rolling Period, to (b) Interest Expense for such Rolling Period.

"**Interest Expense**" means, with respect to any period, the interest expense of the Borrower for such period, determined on a Consolidated basis.

"**Interest Payment Date**" means, (a) in the case of any Canadian Prime Loan or Base Rate Loan, the first Business Day of each month, and (b) in the case of a LIBO Rate Loan, the last day of each Interest Period relating to such LIBO Rate Loan, provided that if an Interest Period for any LIBO Rate Loan is of a duration exceeding 3 months, then "**Interest Payment Date**" shall also include each date which occurs at each 3 month interval during such Interest Period.

"**Interest Period**" means, with respect to a LIBO Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is 1, 2 or 3 months thereafter (or such other terms as may be requested by the Borrower and approved unanimously by the Lenders), as the Borrower may elect; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the immediately succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (c) no Interest Period shall extend beyond the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a converted or continued Borrowing, thereafter shall be the effective date of the most recent conversion or rollover of such Borrowing.

"**Investment**" means, as applied to any Person (the "**investor**"), any direct or indirect:

(a) purchase or other acquisition by the investor of Equity Securities of any other Person or any beneficial interest therein;

(b) purchase or other acquisition by the investor of bonds, notes, debentures or other debt securities of any other Person or any beneficial interest therein;

(c) loan or advance to any other Person, other than (i) advances to employees for expenses incurred in the ordinary course of business, and (ii) accounts receivable arising from sales or services rendered to such other Person in the ordinary course of the investor's business; and

(d) capital contribution by the investor to any other Person,

provided that an Acquisition shall not constitute an Investment.

The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment minus any amounts (i) realized upon the disposition of assets comprising an Investment (including the value of any liabilities assumed by any Person other than a Credit Party in connection with such disposition), (ii) constituting repayments of Investments that are loans or advances or (iii) constituting cash returns of principal or capital thereon (including any dividend, redemption or repurchase of equity that is accounted for, in accordance with GAAP, as a return of principal or capital).

"**Issuing Bank**" means National Bank of Canada, and any other Lender that agrees to act as an Issuing Bank, each in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.19(9). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "**Issuing Bank**" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to the "**Issuing Bank**" in connection with a Letter of Credit or other matter shall be deemed to be a reference to the relevant Issuing Bank with respect thereto.

"**Kiena Project**" means the fully permitted, integrated mining and milling infrastructure currently under care and maintenance with ongoing exploration located approximately 5 kilometres west of Val D'Or, Quebec, commonly known as the Kiena Complex, and all assets, property and undertaking used, intended for use in, or forming part of, such complex.

"**Laws**" means all federal, provincial, municipal, territorial, local, foreign and international statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, including general principles of common and civil law and equity, and all policies, practices and guidelines of any Governmental Authority applicable to and binding on the Person referred to in the context in which such word is used (including, in the case of tax matters, any accepted practice or application or official interpretation of any relevant taxation authority); and "**Law**" means any one or more of the foregoing.

"**LC Cover**", when required by this Agreement for LC Exposure, means either:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent and the Issuing Bank), to be held by the Administrative Agent for the benefit of the Lenders in an amount equal to 103% of the then existing LC Exposure: or

(b) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to Administrative Agent, from a commercial bank acceptable to Administrative Agent, acting reasonably, in an amount equal to 103% of the then existing LC Exposure.

Any such cash collateral or letter of credit shall be retained by the Administrative Agent in such collateral account until such time as any applicable Letter of Credit shall have expired or matured and all Reimbursement Obligations, if any, with respect thereto shall have been fully satisfied; provided that if any such Reimbursement Obligations are not satisfied when due hereunder, the Administrative Agent may apply such cash collateral or drawings upon such letter of credit against such Reimbursement Obligations.

"**LC Disbursement**" means a payment made by the Issuing Bank pursuant to a Letter of Credit.

"**LC Exposure**" means, at any time, the sum of (a) the Canadian $ Amount of the aggregate undrawn amount of all outstanding Letters of Credit at such time, plus (b) the Canadian $ Amount of the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"**Lender Affiliate**" means, (a) with respect to any Lender, (i) an Affiliate of such Lender, or (ii) any Person that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by a Lender or an Affiliate of such Lender, and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"**Lenders**" means the Persons listed as lenders on Schedule 2.1 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "**Lenders**" includes the Swingline Lender and the Issuing Bank.

"**Lender Termination Date**" means the first date on which:

(a) all Commitments have expired or been terminated;

(b) the principal of and interest on each Loan and all fees, indemnities and other amounts payable hereunder shall have been paid in full; and

(c) all Letters of Credit shall have either (i) expired or terminated and all LC Disbursements shall have been reimbursed or (ii) in the case of contingent reimbursement obligations with respect to outstanding Letters of Credit, LC Cover shall have been provided.

"**Letter of Credit**" means any letter of credit or letter of guarantee issued pursuant to this Agreement.

"**LIBO Rate Borrowing**" means a Borrowing comprised of one or more LIBO Rate Loans.

"**LIBO Rate Loan**" means a Loan denominated in U.S. Dollars which bears interest at a rate based upon the LIBO Rate.

"**LIBO Rate**" means, with respect to any LIBO Rate Loan for any Interest Period, either

(a) the applicable ICE Benchmark Administration Interest Settlement Rate as at 11:00 a.m. London, England time (subject to any intra-day refixing and republication) two Business Days prior to the first day of such Interest Period; or

(b) subject to Section 2.12(2), if the rate in paragraph (a) of this definition is not available for any particular day, the interest rate per annum offered to the Administrative Agent for London interbank deposits of U.S. Dollars, for delivery in immediately available funds on the first day of such Interest Period, of amounts comparable to the principal amount of the LIBO Rate Loan to which such LIBO Rate is to apply with maturities comparable to the Interest Period for which such LIBO Rate will apply as of approximately 11:00 a.m. (London, England time) two Business Days prior to the first day of such Interest Period,

and if, in either case, that rate is less than zero, the LIBO Rate shall be deemed to be zero.

"**Lien**" means, (a) with respect to any asset, any mortgage, deed of trust, lien (statutory or otherwise), deemed trust, pledge, hypothec, hypothecation, encumbrance, charge, security interest, royalty interest, adverse claim, defect of title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) any purchase option, call or similar right of a third party with respect to such assets, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

"**Life of Mine Plan**" means, with respect to the Projects and at any time, the most recent consolidated financial model containing annual cash flow projections (inclusive of income statement and cash flow statements for the applicable Credit Parties) and, at any time with respect to the Projects, a forecast of the development (if any), operation and maintenance of the Projects for the current Fiscal Year plus the next following four Fiscal Years, and shall:

(a) cover Capital Expenditure schedules, a detailed mine plan and schedule for ore tonnes and grade, waste movements, treatment schedule, mineral production, capital and operating costs, and abandonment, reclamation and rehabilitation costs, together with reasonable estimates of cash flows and other costs and expenses, in each case, in all material respects; and

(b) be consistent in form of presentation with any model and/or forecast previously delivered to the Administrative Agent,

provided that, in the case of any such projections and forecasts that relate, directly or indirectly, to a Development Project, until that Development Project commences to commercially produce Saleable Product, the Life of Mine Plan for any given Fiscal Year shall, unless otherwise agreed in writing between the Borrower and the Administrative Agent on behalf of the Required Lenders, reflect the initial projections and forecasts for such Development Project set out in the Agreed Development Project Technical Reports and reflected in the Life of Mine Plan delivered to the Administrative Agent for the Closing Date. After a Development Project commences commercial production of Saleable Product, the Life of Mine Plan for the Fiscal Year in which such commercial production commences shall be revised so as to include updated, appropriate projections and forecasts for such Development Project and each Life of Mine Plan prepared by the Borrower

thereafter shall treat the projections and forecasts from that Development Project in the same manner as it treats the other Projects which are not Development Projects.

"**Loan**" means any loan made by the Lenders to the Borrower pursuant to this Agreement, and includes any B/A accepted (and any B/A Equivalent Loan advanced) by any Lender hereunder, including Swingline Loans.

"**Loan Documents**" means this Agreement, the Security Documents, the Borrowing Requests and the Fee Letter, together with any other document, instrument or agreement (other than participation, agency or similar agreements among the Lenders or between any Lender and any other bank or creditor with respect to any indebtedness or obligations of any Credit Party (as applicable) hereunder or thereunder) now or hereafter entered into in connection with this Agreement (including any document, instrument or agreement with respect to any Secured Hedge Arrangement and Secured Cash Management Services), as such documents, instruments or agreements may be amended, modified or supplemented from time to time.

"**Material Adverse Change**" means any event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, assets, operations, or condition, financial or otherwise, of the Group Parties taken as a whole, or (b) the validity or enforceability of any of the Loan Documents, the priority of the Liens created thereby or the rights and remedies of the Administrative Agent and the Lenders thereunder, (c) the ability of the Credit Parties to perform their material obligations under the Loan Documents, or (d) any Material Contract.

"**Material Contract**" means (a) the contracts, licences and agreements listed and described on Schedule 3.1(16), and (b) any other contract, licence or agreement (i) to which any Credit Party is a party or bound, (ii) which is material to, or necessary in, the operation of the business of any Credit Party, (iii) which any Credit Party cannot promptly replace by an alternative and comparable contract with comparable commercial terms and (iv) the absence of which would have a Material Adverse Effect.

"**Material Indebtedness**" means (a) any Indebtedness under the Existing Lease Facilities, and (b) any Indebtedness (other than the Loans) of any one or more Credit Parties in an aggregate principal amount exceeding Cdn.$**[dollar amount redacted]**.

"**Material Subsidiary"** means each present and future Subsidiary:

(a) that is a Credit Party;

(b) required in order to maintain an Asset Coverage Percentage of not less than **[percentage redacted]**;

(c) required in order to maintain an EBITDA Coverage Percentage of not less than **[percentage redacted]**;

(d) that has Subject EBITDA, determined on an unconsolidated basis and excluding all intra-Group Party items, in excess of **[percentage redacted]** of EBITDA;

(e) that has gross assets, determined on an unconsolidated basis and excluding all intra-Group Party items and Investments in any Group Party, in excess of 5% of Consolidated gross assets; or

(f) that holds Equity Securities in a Material Subsidiary;

For the avoidance of doubt, once a Material Subsidiary, always a Material Subsidiary. Compliance with the conditions set out in paragraph (b) and (c) above shall be determined by reference to the most recent Compliance Certificate and/or the latest audited financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) and the latest Consolidated financial statements of the Borrower. However, if a Person has become a Subsidiary since the date as at which the latest Consolidated financial statements of the Borrower were prepared, such financial statements shall be deemed to be adjusted in order to take into account such development. As of the Closing Date, all Material Subsidiaries are listed on Schedule 1.1(D).

"**Maturity Date**" means the third anniversary of the Closing Date (or, if such third anniversary is not a Business Day, the next Business Day thereafter), as such date may be extended from time to time pursuant to Section 2.6.

"**Mining Rights**" all patented and unpatented mining claims, mineral licences, mining concessions, mining leases, prospecting permits, surface leases, rights-of-way or other authorities which, directly or indirectly, confer or may confer a right to prospect or explore for, or mine, any minerals or ores.

"**MENDM Approval**" means the consent of the Ontario Ministry of Energy, Northern Development and Mines to the granting by the Credit Parties of a Lien in favour of the Administrative Agent in their respective Ontario Mining Leases and Licences pursuant to the applicable Security Documents and the registration of such Security Documents against such Ontario Mining Leases and Licences.

"**Monthly Report**" means a written report prepared by or on behalf of the Borrower in relation to a calendar month substantially in the form attached hereto as Schedule 1.1(E).

"**Moody's**" means Moody's Investors Service, Inc.

"**Moss Lake Project**" means the property located in the Shebandowan Greenstone Belt, 100 kilometres due west of Thunder Bay, Ontario, commonly known as the Moss Lake property.

"**Moss Lake Unpatented Claims**" means the unpatented mining claims with respect to the Moss Lake Project, identified as such in Schedule 3.1(25), other than any such unpatented mining claims which are Immaterial Mining Rights.

"**NBC LC**" means the letter of credit dated September 23, 2019 issued by National Bank of Canada on behalf of the Borrower in favour of Independent Electricity Systems Operator in the amount of Cdn. $600,000 (instrument number OGUA57686).

"**Net Income**" means, with respect to any period, the net income of the Borrower for such period, determined on a Consolidated basis**.**

"**Non-Credit Party Subsidiary**" means any Subsidiary that is not a Credit Party.

"**Non-Consenting Lender**" means a Lender that has not provided its consent to a waiver of, or amendment to, any provision of the Loan Documents where requested to do so by Borrower or the Administrative Agent if (a) such waiver or amendment requires the consent of all the Lenders, and (b) the Required Lenders have consented to such waiver or amendment.

"**Non-Extending Lender**" has the meaning set out in Section 2.6(3).

"**Non-Financial Letter of Credit**" means any Letter of Credit other than a Financial Letter of Credit.

"**Non-Party Beneficiary**" means any Secured Party or Indemnitee that is not a Party.

"**NYFRB**" means the Federal Reserve Bank of New York.

"**Ontario Mining Leases and Licences**" means those leasehold or other interest in real property pursuant to the licences of occupation and Crown mining leases, in each case issued under the *Mining Act* (Ontario), identified as mining leases and licenses with respect to the Ontario Projects in Schedule 3.1(25).

"**Participant**" has the meaning set out in Section 9.4(5).

"**Party**" means a party to this Agreement, and reference to a Party includes its successors and permitted assigns and "Parties" means every Party.

"**Payment Office**" means the Administrative Agent's office located at Corporate Customer Service – Syndication and Agency Group, 500 Place d'Armes, 26th Floor, Montreal, Québec H2Y 2W3, Attention: Syndication, E mail: syndication@bnc.ca (or such other office or individual as the Administrative Agent may hereafter designate in writing to the other parties hereto).

"**Pension Plan**" means a "registered pension plan", as such term is defined in subsection 248(1) of the Income Tax Act, which is or was sponsored, administered or contributed to, or required to be contributed to, by any Group Party or under which any Group Party has or may incur any actual or contingent liability.

"**Permitted Acquisition**" means any Acquisition by any Group Party:

(a) where no Default or Event of Default has occurred and is continuing or would be caused thereby;

(b) which is of a Person carrying on a business which is the same as or related to the business carried on by any Group Party (or if an asset Acquisition, is of assets used or useful in a business which is the same as or related to the business carried on by any Group Party);

(c) in respect of which the Lenders will have:

(i) a first-priority Lien (subject only to Permitted Liens) over the assets constituting personal property to be acquired by a Credit Party or any other Group Party that becomes a Material Subsidiary on a pro forma basis after such Acquisition; and

(ii) if such Acquisition is an Acquisition of Equity Securities of any Person, a full recourse guarantee (by way of accession to the Credit Party Guarantee) from, and

a first-priority Lien (subject only to Permitted Liens) over the personal property and real property of, such Person (and any subsidiary) if such Person (and such subsidiary) becomes a Material Subsidiary on a pro forma basis after such Acquisition;

(iii) in respect of which the Administrative Agent shall have received from the Borrower a Compliance Certificate demonstrating to the Lenders' satisfaction, acting reasonably, that after giving effect to such Acquisition, the Borrower will be in compliance with the financial covenants in Section 5.1(11) as at the date of such Acquisition and at all relevant times during the period of 12 months thereafter (calculated on a pro forma basis and based on the good faith projections of the Borrower for such future period);

(d) which, if such Acquisition is an Acquisition of Equity Securities of any Person, such acquiring Person acquires not less than 100% of the Equity Securities of such Person;

(e) the aggregate Acquisition Cost of which, when totalled with the aggregate Acquisition Cost of all other Acquisitions made during the same Fiscal Year does not exceed Cdn.$20,000,000;

(f) where if such Acquisition is an Acquisition of Equity Securities of any Person, such Person is organized under the laws of a jurisdiction located in North America; and

(g) where the tangible assets being acquired (either directly or indirectly) are located exclusively in North America,

provided that, notwithstanding the foregoing:

(h) a Hostile Acquisition shall not be a Permitted Acquisition; and

(i) any Acquisition involving a Conflict of Interest shall not be a Permitted Acquisition.

"**Permitted Hedge Payment**" means any payment under or in connection with any Secured Hedge Arrangement made when no Event of Default has occurred and is continuing; provided that:

(a) the payment of any Early Termination Amount (as defined in the applicable Master ISDA Agreement); or

(b) any other payment of a similar nature or economic effect, whether voluntary or mandatory;

shall cease to be a Permitted Hedge Payment if an Event of Default shall occur within 12 months after the time of such payment, such that it shall become subject to the sharing provisions of Section 2.16(4).

"**Permitted Indebtedness**" means:

(a) Indebtedness under a Loan Document;

(b) Indebtedness pursuant to a Permitted Investment;

(c) any Guarantee by a Credit Party of Indebtedness of any other Credit Party if such Indebtedness is permitted under this Agreement;

(d) Indebtedness under the Existing Lease Facilities, provided that the aggregate principal amount thereof shall not exceed Cdn.$15,000,000;

(e) Capital Lease Obligations and Indebtedness secured by Purchase Money Liens, provided that the aggregate principal amount of such Indebtedness shall not exceed Cdn.$15,000,000 at any time;

(f) any Indebtedness in respect of judgments that do not result in an Event of Default under Section 7.1(j);

(g) Secured Hedge Obligations;

(h) Secured Cash Management Obligations;

(i) any Indebtedness in respect of performance bonds, surety bonds, appeal bonds, completion guarantees or like instruments incurred in the ordinary course of business;

(j) Indebtedness owing by the Borrower to Bank of Montreal in respect of the BMO LC; and

(k) Indebtedness owing by the Borrower to National Bank of Canada in respect of the NBC LC.

"**Permitted Investments**" means:

(a) Investments existing as at the Closing Date;

(b) Investments in Cash Equivalents;

(c) Investments in Credit Parties; and

(d) Investments of Non-Credit Party Subsidiaries in other Non-Credit Party Subsidiaries.

"**Permitted Liens**" means:

(a) Liens in favour of the Administrative Agent for the benefit of the Secured Parties for the obligations of any Credit Party under or pursuant to the Loan Documents;

(b) Liens granted by a Group Party in favour of a Credit Party in order to secure any of the Indebtedness of such Group Party to such Credit Party, provided that such Liens are subject to assignment and postponement arrangements satisfactory to the Administrative Agent;

(c) (i) Liens securing Indebtedness under the Existing Lease Facilities to the extent permitted by clause (d) of the definition of "Permitted Indebtedness", (ii) Purchase Money Liens securing Indebtedness to the extent permitted by clause (e) of the definition of "Permitted Indebtedness" and (iii) Liens to secure Capital Lease Obligations to the extent permitted by clause (e) of the definition of "Permitted Indebtedness"; provided that, in each case, such Liens attach only to the personal property to which such Permitted Indebtedness relates;

(d) Liens imposed by any Governmental Authority for Taxes not yet due and delinquent or which are being contested in good faith and by appropriate proceedings in compliance with Section 5.1(3), and, during such period during which such Liens are being so contested,

such Liens shall not be executed on or enforced against any of the assets of any Group Party, provided that such Group Party shall have set aside on its books reserves deemed adequate therefor and not resulting in qualification by auditors;

(e) carrier's, warehousemen's, mechanics', materialmen's, repairmen's, construction and other like Liens arising by operation of applicable Law, arising in the ordinary course of business and securing amounts (i) which are not overdue for a period of more than 30 days, or (ii) which are being contested in good faith and by appropriate proceedings and, during such period during which amounts are being so contested, such Liens shall not be executed on or enforced against any of the assets of any Group Party, provided that such Group Party shall have set aside on its books reserves deemed adequate therefor and not resulting in qualification by auditors;

(f) undetermined or inchoate Liens and charges arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with applicable Law or of which written notice has not been duly given in accordance with applicable Law or which although filed or registered, relate to obligations not due or delinquent, including without limitation statutory Liens incurred, or pledges or deposits made, under worker's compensation, employment insurance and other social security legislation;

(g) Liens or deposits to secure the performance of bids, tenders, expropriation proceedings, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature (other than for borrowed money) incurred in the ordinary course of business;

(h) servitudes, easements, rights-of-way, restrictions and other similar encumbrances on real property imposed by applicable Law or incurred in the ordinary course of business and encumbrances consisting of zoning or building restrictions, easements, licenses, restrictions on the use of property or minor imperfections in title thereto which, in the aggregate, are not material, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of any Group Party or zoning and building by-laws and ordinances and municipal by-laws and regulations with respect to real property so long as the same are complied with;

(i) Liens of, or resulting from, any judgment or award that does not constitute an Event of Default under Section 7.1(j);

(j) the rights reserved to or vested in Governmental Authorities by statutory provisions or by the terms of leases, licenses, franchises, grants or permits, which affect any land, to terminate the leases, licenses, franchises, grants or permits or to require annual or other periodic payments as a condition of the continuance thereof;

(k) securities to public utilities or to any municipalities or Governmental Authorities or other public authority when required by the utility, municipality or Governmental Authorities or other public authority in connection with the supply of services or utilities to the Group Parties;

(l) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided that such Liens or covenants do not materially and adversely affect the use of the lands by any Group Party;

(m) Liens consisting of Permitted Royalties;

(n) statutory Liens incurred or pledges or deposits made in favour of a Governmental Authority to secure the performance of obligations of any Group Party under Environmental Laws to which any assets of such Group Party are subject;

(o) customary rights of set-off or combination of accounts in favour of a financial institution with respect to deposits maintained by it;

(p) contractual rights of setoff granted in the ordinary course of business;

(q) Liens or escrow arrangements with respect to cash deposits lodged in connection with an Permitted Acquisition;

(r) Liens granted by any Group Party to a landlord to secure the payment of arrears of rent in respect of leased properties in the Province of Quebec leased from such landlord, provided that such Lien is limited to the assets located at or about such leased properties;

(s) any Lien on any property or asset of any Group Party existing on the date hereof and set out in Schedule 1.1(B), provided that (i) such Lien shall not apply to any other property or asset of the Group Parties, and (ii) such Lien shall secure only those obligations which it secures on the date hereof;

(t) the reservations, limitations, provisos and conditions, if any, expressed in any original patents or grants of real or immoveable property;

(u) Liens on concentrates, minerals or the proceeds of sale of such concentrates or minerals arising or granted pursuant to a processing arrangement entered into in the ordinary course and upon usual market terms, securing the payment of the Borrower's or any of its Subsidiaries' portion of the fees, costs and expenses attributable to the processing of such concentrates or minerals under any such processing arrangement, but only insofar as such Liens relate to obligations which are at such time not past due or the validity of which are being contested in good faith by appropriate proceedings and as to which reserves are being maintained in accordance with GAAP;

(v) title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use of the property for the purpose for which it is held;

(w) applicable municipal and other governmental restrictions affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and will not materially impair the use of the property for the purpose for which it is held;

(x) Liens in favour of Bank of Montreal over cash collateral in an amount not to exceed Cdn.$1,000,000 to secure obligations in respect of the BMO LC;

(y) Liens in favour of National Bank of Canada over cash collateral in an amount not to exceed Cdn.$630,000 to secure obligations in respect of the NBC LC; and

(z) any extension, renewal or replacement of any of the foregoing;

provided, however, that the Liens permitted hereunder shall not be extended to cover any additional Indebtedness of the Group Parties or their property (other than a substitution of like property), except Liens in respect of Capital Lease Obligations and Purchase Money Liens as permitted by clause (c) of this definition.

"**Permitted Royalties**" means, collectively:

(a) royalties arising under the Existing Royalty Agreements, as in effect on the Closing Date;

(b) any mandatory royalty in favour of a Governmental Authority; and

(c) royalties consented to in writing by the Administrative Agent and the Required Lenders.

"**Person**" includes any natural person, corporation, company, limited liability company, trust, joint venture, association, incorporated organization, partnership, Governmental Authority or other entity.

"**Post-Closing Requirements**" has the meaning set out in Section 5.1(7).

"**Primary Hedging Period**" means, at any date, the period beginning on such date and ending on the date that is twelve calendar months thereafter.

"**Project Approvals**" means, in respect of a Project and at any time, all Project Authorizations and Project Mining Rights applicable to such Project as at such time.

"**Project Assets**" means all assets, property and undertaking (whether real or personal, tangible or intangible) which are used or intended for use in, forming part of, or attributable to, the Projects**.** For the avoidance of doubt, the Project Assets shall include: (i) the Project Real Property and the mineral deposits covered thereby; (ii) all Saleable Product; (iii) all associated beneficiation facilities, together with all plant sites, waste dumps, ore dumps, crushing circuits, power supply systems and ancillary and infrastructure facilities; (iv) all insurance with respect to the Projects; (v) all plant and mobile equipment; (vi) the Project Approvals, and (vii) all proceeds derived from the Projects.

"**Project Authorizations**" means, at any time, all Authorizations necessary for:

(a) the construction, development, operation or maintenance of the Projects in accordance with, and as then contemplated by, the Life of Mine Plan in all material respects;

(b) performance in all material respects by any Credit Party of its obligations under a Material Contract relating to a Project; or

(c) the export and sale of Saleable Product.

"**Project Leases**" means all Project Real Property that is a leasehold interest.

"**Project Mining Rights**" means, at any time, all Mining Rights necessary for the construction, development, operation or maintenance of the Projects (in all material respects) in accordance with, and as then contemplated by, the Life of Mine Plan in all material respects.

"**Project Plan**" means, at any time and collectively, the Annual Corporate Budget and Life of Mine Plan, in each case as in effect as at such time.

"**Project Real Property**" means all Project Mining Rights (other than unpatented mining claims) and all other lands and real property owned, held or used with respect to or in connection with the Projects, including all leasehold interests, option rights, rights of use, easements, water rights and other real property interests.

"**Projects**" means (a) the Borrower's gold mine located approximately 50 km due west of Wawa, Ontario, commonly known as the Eagle River Complex, and all assets, property and undertaking used, intended for use in, or forming part of, such complex, and (b) to the extent applicable, the Development Projects, and "**Project**" means any one of them.

"**Proven and Probable Reserves**" means, at any time, "Proven Mineral Reserves" and "Probable Mineral Reserves" of gold at any Project, as determined and calculated in accordance with the standards set forth in National Instrument 43-101 (Standards of Disclosure for Mineral Projects) issued by the Canadian Securities Administrators (including its Companion Policy 43-101 CP and Form 101F1Technical Report).

"**Public Disclosure Documents**" means, collectively, all of the documents which have been filed by or on behalf of the Borrower with the relevant Securities Regulators pursuant to the requirements of Securities Laws, including all documents publicly available on the Borrower's SEDAR profile.

"**Purchase Money Lien**" means a Lien taken or reserved in personal property to secure payment of all or part of its purchase price (or to secure financing to fund such purchase price), provided that such Lien (a) secures an amount not exceeding the purchase price of such personal property, (b) extends only to such personal property and its proceeds, and (c) is granted prior to or within 30 days after the purchase of such personal property.

"**Quarterly Date**" means each of the last day of each of March, June, September, and December in each calendar year.

"**Quebec Mining Claims**" has the meaning ascribed thereto in Section 4.2(4)(a).

"**Receivable**" means the indebtedness and payment obligations of any Person to any Group Party or acquired by any Group Party (including obligations constituting an account or general intangible or evidenced by a note, instrument, contract, security agreement, chattel paper or other evidence of indebtedness or security) arising from a sale of merchandise or the provision of services by such Group Party or the Person from which such indebtedness and payment obligation were acquired by such Group Party, including (a) any right to payment for goods sold or for services rendered and (b) the right to payment of any interest, sales taxes, finance charges, returned check or late charges and other obligations of such Person with respect thereto.

"**Register**" has the meaning set out in Section 9.4(3).

"**Reimbursement Obligations**" means, at any date, the obligations of the Borrower then outstanding in respect of the Letters of Credit to reimburse the Administrative Agent for the account of the Issuing Bank for the amount paid by the Issuing Bank in respect of any drawings under the Letters of Credit.

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"**Related Non-Party Beneficiaries**" means, with respect to any Party, (a) any Lender Affiliate with respect to such Party, (b) any other Related Party with respect to such Party, and (c) any assignee of the Persons identified in (a) or (b).

"**Release**" is to be broadly interpreted and shall include an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage or disposal of Hazardous Materials which is or may be in breach of any Environmental Laws.

"**Relevant Agent**" means, with respect to a Group Party, any agent of such Group Party that will act in any capacity in connection with, or benefit from, the Revolving Credit.

"**Required Lenders**" means, subject to Section 2.21 at any time, Lenders having Credit Exposure and unused and uncancelled Commitments representing at least 66⅔% of the sum of the total Credit Exposure and unused and uncancelled Commitments at such time; provided that if there are only two Lenders having Credit Exposure and unused and uncancelled Commitments at such time, "Required Lenders" shall mean both such Lenders.

"**Responsible Officer**" means, with respect to any Person, the chairman, the president, any vice president, the chief executive officer, the chief operating officer or the chief financial officer, and, in respect of financial or accounting matters, any chief financial officer, principal accounting officer, treasurer or controller of such Person.

"**Restricted Payment**" means, with respect to any Person, any payment by such Person (whether in cash or in kind, and whether by way of actual payment, set-off, counterclaim or otherwise):

(a) of any dividend, distribution or return of capital with respect to its Equity Securities;

(b) on account of the purchase, redemption, retirement or other acquisition of any of its Equity Securities or any warrants, options or similar rights with respect to its Equity Securities;

(c) of any principal of or interest or premium on any Indebtedness of such Person that:

(i) by its terms or contractual postponement, ranks in right of payment subordinate to any liability of such Person under the Loan Documents, unless such payment is otherwise consented to in writing by the Administrative Agent and the Required Lenders, in their sole and absolute discretion;

(ii) is owed to a holder of Equity Securities of such Person or to an Affiliate of a holder of Equity Securities of such Person, unless such payment is otherwise consented to in writing by the Administrative Agent and the Required Lenders, in their sole and absolute discretion; or

(iii) is not permitted hereunder;

(d) of any management, consulting or similar fee or any bonus payment or comparable payment, or by way of gift or other gratuity, to:

(i) any director or officer of such Person (but excluding wages, payments made in connection with long-term incentive plans, bonuses, and customary fees paid to independent directors, in each case paid in the ordinary course of business and consistent with past practice); and

(ii) any Affiliate of such Person or director or officer thereof; and

(e) for the purpose of setting apart any property for a sinking, defeasance or other analogous fund for any of the payments referenced above.

"**Reuters Screen CDOR Page**" means the display designated as page "CDOR" on the Reuters Monitor Money Rates Service (or such other page which replaces the CDOR page on that service) for purposes of displaying Canadian dollar bankers' acceptance rates.

"**Revolving Credit**" means the Cdn.$45,000,000 revolving credit facility established pursuant to the Commitments of the Lenders.

"**Rolling Period**" means each Fiscal Quarter taken together with the three immediately preceding Fiscal Quarters.

"**S&P**" means Standard & Poor's Financial Services LLC.

"**Saleable Product**" means all present and future gold (including without limitation gold bearing material, dore bullion and refined gold) mined, extracted, and derived from a Project.

"**Sanctions**" means, at any time, economic or financial sanctions or trade embargoes imposed, administered or enforced by:

(a) the Office of Foreign Assets Control of the U.S. Department of Treasury, the Foreign & Commonwealth Office of the United Kingdom or Her Majesty's Treasury, or the European External Action Service of the Council of the European Union; or

(b) any other Governmental Authority that are applicable to any Party at such time,

provided that no (i) sanctions or embargoes shall apply to a Group Party to the extent that such application would constitute a breach of any Blocking Law, and (ii) any Lender not subject to such Blocking Law may require the repayment of its Loans and the termination of its Commitment if the application of clause (i) would result in a violation of applicable Law by such Lender.

"**Sanctioned Person**" means, at any time, any Person with whom any Party is prohibited or restricted from transacting or otherwise dealing under any Sanction, whether by reason of designation under such Sanction or otherwise.

"**Secondary Hedging Period**" means, at any date, the period beginning the date immediately after the end of the Primary Hedging Period and ending on the date that is twelve calendar months thereafter.

"**Secured Cash Management Obligations**" means all indebtedness arising under or in connection with any Secured Cash Management Services.

"**Secured Cash Management Provider**" means any Lender or Lender Affiliate in its capacity as a provider of Cash Management Services. For the avoidance of doubt, a Person that ceases to be a Lender or Lender Affiliate (other than upon a Lender Termination Date) shall cease to be a Secured Cash Management Provider.

"**Secured Cash Management Service**" means any Cash Management Service provided by a Secured Cash Management Provider to a Credit Party.

"**Secured Financial Product Collateralization**" means either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Administrative Agent) to be held by Administrative Agent for the benefit of providers of the Secured Cash Management Services and Secured Hedge Counterparties in an amount equal to 103% of the then existing Secured Cash Management Obligations and Secured Hedge Obligations (after taking into account all amounts owed by the counterparty to such Person in accordance with normal market practices (using the mark-to-market method whenever applicable)) or (b) providing Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to Administrative Agent, from a commercial bank reasonably acceptable to Administrative Agent in an amount equal to 103% of the then existing Secured Cash Management Obligations and Secured Hedge Obligations (after taking into account all amounts owed by the counterparty to such Person in accordance with normal market practices (using the mark-to-market method whenever applicable)).

"**Secured Hedge Arrangement**" means any Hedge Arrangement between a Credit Party and Person that is a Lender or Lender Affiliate at the time such Hedge Arrangement is entered into. For the avoidance of doubt, (a) any Hedge Arrangement entered into by a Credit Party with a Person after such Person ceases to be a Lender or Lender Affiliate shall not be a Secured Hedge Arrangement, and (b) as at the Closing Date there are no outstanding Hedge Arrangements between any Credit Party and a Lender or Lender Affiliate.

"**Secured Hedge Counterparty**" means any Person party to Secured Hedge Arrangement other than a Group Party, in such Person's capacity as a party thereto. For the avoidance of doubt, (a) a Person shall remain a Secured Hedge Counterparty with respect to a Secured Hedge Arrangement if it ceases to be a Lender or a Lender Affiliate, and (b) such Secured Hedge Arrangement shall continue to have the benefit of the Security.

"**Secured Hedge Obligations**" means all Hedge Exposure arising under or in connection with Secured Hedge Arrangements; provided that amounts owing to or from a Person under Hedge Arrangements that are not Secured Hedge Arrangements shall not be taken into account in calculating Secured Hedge Obligations.

"**Secured Liabilities**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, mature or unmatured) of the Credit Parties to the Secured Parties under, in connection with or with respect to the Loan Documents (including Secured Cash Management Obligations and Secured Hedge Obligations), and any unpaid balance thereof.

"**Secured Parties**" means the Administrative Agent, the Lenders, the Secured Hedge Counterparties and the Secured Cash Management Providers.

"**Security Documents**" means the agreements or instruments described or referred to in Schedule 1.1(A) or Section 5.1(10) (including, to the extent such Section describes an amendment, the agreement or instrument amended thereby) and any and all other agreements or instruments now or hereafter executed and delivered by any Credit Party as security (including by way of guarantee) for the payment or performance of all or part of the Secured Liabilities, as any of the foregoing may have been, or may hereafter be, amended, modified or supplemented.

"**Securities Law**s" means all applicable securities Laws and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators, and all rules and policies of the Toronto Stock Exchange and any other stock exchange on which securities of the Borrower are traded.

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in each of the provinces and territories of Canada in which the Borrower is a reporting issuer, and in any other jurisdictions whose Securities Laws are applicable to the Borrower.

"**Shareholders' Equity**" means, at any time, the shareholders' equity of the Borrower (excluding any amount attributable to Disqualified Stock) as at such time and determined on a Consolidated basis**.**

"**Social Laws**" means all Laws in any way relating to labour, social security, the regulation of industrial relations (between government, employers and employees), the protection of occupational and public health and safety, the regulation of public participation, the protection and regulation of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, the protection and empowerment of indigenous peoples or ethnic groups, the projection, restoration and promotion of cultural heritage, the resettlement or economic displacement of persons, and any United Nations treaty, convention or covenant on human rights signed and ratified by the jurisdiction in which a Project is located.

"**Solvency Certificate**" means a certificate of the Borrower in the form attached hereto as Exhibit D, signed by the Chef Financial Officer of the Borrower.

"**Subject EBITDA**" means, with respect to any Person, an amount equal to "**EBITDA**" with respect to such Person calculated as if such definition and all amounts referred to therein were determined with respect to such Person (as opposed to the Borrower), determined on a unconsolidated basis or unconsolidated basis as specified.

"**subsidiary**" means, with respect to any Person (the "parent") at any date, any other Person (a) of which securities or other ownership interests representing more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent or (c) the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date.

"**Subsidiary**" means any subsidiary of the Borrower.

"**Swap Obligation**" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"**Swingline Accounts**" means the Canadian Dollar and U.S. Dollar bank accounts maintained by the Administrative Agent in the name of the Borrower and designated as such by the Administrative Agent.

"**Swingline Commitment**" has the meaning set out in Section 2.20(1). For the avoidance of doubt, the Swingline Commitment comprises part of, and is not in addition to, the Commitment of the applicable Lender.

"**Swingline Exposure**" means, at any time, the Canadian $ Amount of the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be its Applicable Percentage of the total Swingline Exposure at such time.

"**Swingline Lender**" means National Bank of Canada, in its capacity as lender of Swingline Loans hereunder.

"**Swingline Loan**" has the meaning set out in Section 2.20(1).

"**Target**" means, with respect to any Acquisition, the Person whose shares or assets (or both) are proposed to be acquired.

"**Taxes**" means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties with respect thereto, imposed by any Governmental Authority (including federal, state, provincial, municipal and foreign Governmental Authorities), and whether disputed or not.

"**Technical Reports**" means, at any time, the most recent National Instrument 43-101 technical reports with respect to the Projects filed on SEDAR.

"**Termination Date**" means the first date on which:

(a) the Lender Termination Date shall have occurred;

(b) subject to clause (d)(ii) below, in the case of Secured Cash Management Obligations and Secured Hedge Obligations, Secured Financial Product Collateralization shall have been provided,

(c) the Administrative Agent shall have received cash collateral in order to secure any other contingent Secured Liabilities for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Administrative Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including legal fees and expenses), such cash collateral to be in such amount as Administrative Agent reasonably determines is appropriate to secure such contingent Secured Liabilities; and

(d) the payment or repayment in full in immediately available funds of all other outstanding Secured Liabilities (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Liabilities) under Secured Hedge Arrangements) other than (i) unasserted contingent indemnification Secured Liabilities, and (ii) any Secured Cash Management Obligations and Secured Hedge Obligations, that, at such time, are allowed by the provider to remain

outstanding without being required to be repaid or collateralized under Secured Financial Product Collateralization.

"**Total Indebtedness**" means, at any time, the aggregate amount of Indebtedness of the Borrower at such time, determined on a Consolidated basis.

"**Total Leverage Ratio**" means, at any time, the ratio of (a) Total Indebtedness at such time to (b) EBITDA for the most recently completed Rolling Period for which financial statements were required to have been delivered pursuant to Section 5.1(1)(a) or 5.1(1)(b).

"**Transactions**" means the execution, delivery and performance by the Credit Parties of the Loan Documents, the borrowing of Loans and the use of the proceeds thereof, and the issuance of Letters of Credit.

"**Type**", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Canadian Prime Rate, the Base Rate, or the LIBO Rate or whether such Borrowing takes the form of a B/A Borrowing or a Letter of Credit.

"**Unidentified Claims**" means the patented mining claims located in the Province of Ontario with claim numbers PAT-29800, PAT-29801, PAT-40636, PAT-50564, PAT-52225, PAT-52226, PAT-52227 and PAT-52228.

"**U.S. Dollars**" and "**U.S.$**" refer to lawful money of the United States of America.

"**Wholly-Owned Subsidiary**" of a Person means any subsidiary of such Person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the equity or 100% of the ordinary voting power or 100% of the general partnership or membership interests are, at the time any determination is being made, owned, Controlled or held by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person.

"**WURA**" means *Winding Up and Restructuring Act* (Canada).

"**Write-Down and Conversion Powers**" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described EU Bail-In Legislation Schedule.

1.2 Classification of Loans and Borrowings.

For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (*e.g.*, a "LIBO Rate Loan" or "LIBO Rate Borrowing").

1.3 Terms Generally.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The words "to the knowledge of" means, when modifying a representation, warranty or other statement of

any Person, that the fact or situation described therein is known by such Person (or, in the case or a Person other than a natural Person, known by the Responsible Officer of such Person) making the representation, warranty or other statement, or with the exercise of reasonable due diligence under the circumstances (in accordance with the standard of what a reasonable Person in similar circumstances would have done) would have been known by such Person (or, in the case of a Person other than a natural Person, would have been known by such Responsible Officer of such Person). For the purposes of determining compliance with or measuring status under any cap, threshold or basket hereunder denominated in Canadian Dollars, reference shall be had to the Equivalent Amount of any portion of the underlying component that is not denominated in Canadian Dollars. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or replaced (subject to any restrictions on such modifications set out herein), (b) any reference herein to any law, rule or regulation or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such law, rule or regulation or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference herein to an action, document or other matter or thing being "satisfactory to the Lenders", "to the Lenders' satisfaction" or similar phrases, shall mean that such action, document, matter or thing must be satisfactory to Lenders constituting the Required Lenders, unless it is described in Section 9.2(2) (a-h), hereof, in which case it must be satisfactory to each Lender whose consent is required under the applicable clause.

1.4 Québec Matters.

For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) "personal property" shall include "movable property", (b) "real property" or "real estate" shall include "immovable property", (c) "tangible property" shall include "corporeal property", (d) "intangible property" shall include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall include a "hypothec", "right of retention", "prior claim" , "reservation of ownership" and a resolutory clause, (f) all references to filing, perfection, priority, remedies, registering or recording under the Uniform Commercial Code or a Personal Property Security Act shall include publication under the *Civil Code of Québec*, (g) all references to "perfection" of or "perfected" liens or security interest shall include a reference to an "opposable" or "set up" hypothec as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (i) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall include a "mandatary", (k) "construction liens" or "mechanics, materialmen, repairmen, construction contractors or other like Liens" shall include "legal hypothecs" and "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (l) "joint and several" shall include "solidary", (m) "gross negligence or wilful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (o) "easement" shall include "servitude", (p) "priority" shall include "rank" or "prior claim", as applicable (q) "survey" shall include "certificate of location and plan", (r) "state" shall include "province", (s) "fee simple title" shall include "absolute ownership" and "ownership" (including ownership under a right of superficies), (t)

"accounts" shall include "claims", (u) "legal title" shall be including "holding title on behalf of an owner as mandatory or prete-nom", (v) "ground lease" shall include "emphyteusis" or a "lease with a right of superficies, as applicable, (w) "leasehold interest" shall include a "valid lease", (x) "lease" shall include a "leasing contract" and (y) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.*

1.5 Accounting Terms; GAAP.

Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP. Except as otherwise expressly provided herein, all calculations of the components of the financial information for the purposes of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the Closing Date and used in the preparation of the Consolidated financial statements of the Borrower referred to in Section 5.1(1). In the event of a change in GAAP, the Borrower and the Administrative Agent shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Agreement as at the Closing Date, and any new financial ratio or financial covenant shall be subject to approval by the Required Lenders. Until the successful conclusion of any such negotiation and approval by the Required Lenders, (a) all calculations made for the purpose of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence immediately prior to such adoption or change, and (b) financial statements delivered pursuant to Section 5.1(1) shall be accompanied by a reconciliation showing the adjustments made to calculate such financial ratios and financial covenants. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed in this Agreement and rounding the result up or down to the nearest number (with a round-up if there is no nearest number) to the number of places by which such ratio is expressed in this Agreement. The Borrower shall not change the framework adopted under International Financial Reporting Standards.

1.6 Time.

All time references herein shall, unless otherwise specified, be references to local time in Toronto, Ontario. Time is of the essence of this Agreement and the other Loan Documents.

1.7 Third Party Beneficiaries.

(1) Except as set out in clause (2) below, this Agreement and the Security Documents are for the sole benefit of the Parties and nothing in them, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or the Security Documents.

(2) Each Non-Party Beneficiary shall be entitled to enjoy the benefit of those provisions of this Agreement and the Security Documents that, by their terms, are in favour of such Non-Party Beneficiary (including all Liens granted for its benefit as a Secured Party). In furtherance thereof, each Party (i) accepts such provisions as agent and trustee for its Related Non-Party Beneficiaries, and (ii) shall be entitled to

enforce such provisions on behalf of its Related Non-Party Beneficiaries. For the avoidance of doubt, any reference to a Permitted Lien shall not serve to subordinate or postpone any Lien created by any Security Document to such Permitted Lien.

(3) Notwithstanding clause (2) above or any other term of this Agreement or any Security Document, the consent of any Non-Party Beneficiary or other Person who is not a Party is not required to amend, modify or supplement this Agreement or any Security Document.

ARTICLE 2
THE REVOLVING CREDIT

2.1 Commitments.

Revolving Credit. Subject to the terms and conditions set forth herein, each Lender commits to make Loans to the Borrower from time to time during the period commencing on the Closing Date and ending on the Maturity Date in an aggregate principal amount outstanding up to the amount set forth beside such Lender's name in Schedule 2.1 under the heading "Commitment", provided that a Lender shall not be required to extend further credit hereunder if such extension would result in (a) such Lender's Credit Exposure exceeding such Lender's Commitment, or (b) the aggregate Credit Exposures exceeding the aggregate Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow Loans.

2.2 Loans and Borrowings.

(1) *Loans*. Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders rateably based upon their Applicable Percentages. Each Swingline Loan shall be made in accordance with the procedures set forth in Section 2.20. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(2) *Composition of Borrowings.* Subject to Section 2.20, each Borrowing shall be comprised entirely of Canadian Prime Loans, Bankers' Acceptances, B/A Equivalent Loans, Base Rate Loans, LIBO Rate Loans or Letters of Credit as the Borrower may request in accordance herewith. Each Lender may at its option make any LIBO Rate Loan by causing any domestic or foreign branch or Lender Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not result in any increased costs for the Borrower or affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(3) *Amount of Borrowings.* At the commencement of each Interest Period for any LIBO Rate Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of U.S.$100,000 and not less than U.S.$1,000,000. At the time that each Canadian Prime Borrowing or Base Rate Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of Cdn.$100,000 or U.S.$100,000, as applicable, and not less than Cdn.$1,000,000 or U.S.$1,000,000, as applicable; provided that a Canadian Prime Borrowing or a Base Rate Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement. Borrowings of more than one Type and class may be outstanding at the same time.

2.3 Requests for Borrowings.

(1) *Requesting a Borrowing*. To request a Borrowing (other than a Swingline Loan), the Borrower shall notify the Administrative Agent of such request in writing substantially in the form of Exhibit A (each, a "**Borrowing Request**") (a) in the case of a LIBO Rate Borrowing, not later than 11:00 a.m. three Business Days before the date of the proposed Borrowing, (b) in the case of a B/A Borrowing, not later than 10:00 a.m. two Business Days before the date of the proposed Borrowing, or (c) in the case of a Canadian Prime Borrowing or a Base Rate Borrowing, not later than 11:00 a.m. time, one Business Day before the date of the proposed Borrowing; provided that any such notice of a Canadian Prime Borrowing or a Base Rate Borrowing to finance the reimbursement of an LC Disbursement shall not be given later than 10:00 a.m. on the date of the proposed Borrowing. Each Borrowing Request shall be irrevocable and shall be delivered by electronic communication to the Administrative Agent. The Administrative Agent and each Lender are entitled to rely and act upon any Borrowing Request given or purportedly given by the Borrower, and the Borrower hereby waives the right to dispute the authenticity and validity of any such request or resulting transaction once the Administrative Agent or any Lender has advanced funds, accepted a B/A or made a B/A Equivalent Loan based on such Borrowing Request. Each Borrowing Request shall specify the following information:

(i) the aggregate amount of each requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be a Canadian Prime Borrowing, a B/A Borrowing, a Base Rate Borrowing, a LIBO Rate Borrowing or a Letter of Credit;

(iv) in the case of a LIBO Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "**Interest Period**", and in the case of a B/A Borrowing, the initial Contract Period to be applicable thereto, which shall be a period contemplated by the definition of the term "**Contract Period**";

(v) in the case of a Borrowing by way of a Letter of Credit, the currency of such Letter of Credit; and

(vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply herewith.

(2) *Default Terms*. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Canadian Prime Borrowing (if denominated in Canadian Dollars) or a Base Rate Borrowing (if denominated in U. S. Dollars). If no currency is specified, the Borrowing shall be denominated in Canadian Dollars. If no Interest Period is specified with respect to any requested LIBO Rate Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. If no Contract Period is specified with respect to any requested B/A Borrowing, then the Borrower shall be deemed to have selected a Contract Period of 1 month duration. Promptly following receipt of a Borrowing Request in accordance with Section 2.3, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

(3) *Conversion or Rollover of Borrowings*. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request. Thereafter, the Borrower may elect to convert a Borrowing to a different Type or to rollover such Borrowing and, in the case of (a) a LIBO Rate Borrowing, may elect a new Interest Period therefor, or (b) a B/A Borrowing, may elect a new Contract Period therefor, all as

provided in this Section 2.3(3). The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated rateably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.3(3) shall not apply to Swingline Borrowings, which may not be converted or continued. To make an election pursuant to this Section 2.3(3), the Borrower shall notify the Administrative Agent of such election by the time that a Borrowing Request would be required under Section 2.3(1) if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such request shall be irrevocable and shall be communicated by way of Borrowing Request. In addition to the information specified in Section 2.3(1), each such Borrowing Request shall specify the Borrowing to which such request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing. Notwithstanding the foregoing, the Borrower is not entitled to elect a new Contract Period in respect of a B/A Borrowing or a new Interest Period in respect of a LIBO Rate Borrowing, or to convert a Borrowing of any Type into a LIBO Rate Borrowing, a B/A or B/A Equivalent Loan, if a Default has occurred and is continuing.

(4) *Deemed Election to Convert.* In the absence of a timely and proper election with regard to (a) LIBO Rate Borrowings, the Borrower shall be deemed to have elected to convert such LIBO Rate Borrowings to Base Rate Borrowings on the last day of the Interest Period of the relevant LIBO Rate Borrowings, and (b) B/A Borrowings, the Borrower shall be deemed to have elected to convert such B/A Borrowings to Canadian Prime Borrowings on the last day of the Contract Period of the relevant B/A Borrowings.

2.4 Funding of Borrowings.

(1) *Funding.* Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that Swingline Loans shall be made as provided in Section 2.20. The Administrative Agent shall make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent in Toronto and designated by the Borrower in the applicable Borrowing Request; provided that Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.19 shall be remitted by the Administrative Agent to the Issuing Bank.

(2) *Each Lender's Share of Borrowing.* Unless the Administrative Agent has received written notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.4(1) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the Administrative Agent shall seek repayment of such corresponding amount, firstly, from the applicable Lender and, secondly, from the Borrower, if the applicable Lender does not immediately repay such corresponding amount. The applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at the default interest rate applicable to Canadian Prime Loans (if the unpaid amount is denominated in Canadian Dollars) or to Base Rate Loans (if the unpaid amount is denominated in U.S. Dollars). If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Any payment by a Borrower shall be made without prejudice to any claim the Borrower may have against a Defaulting Lender.

2.5 Interest and Acceptance Fees.

(1) *Interest.* The Loans comprising each Canadian Prime Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days or 366 days, as the case may be) at a rate per annum equal to the Canadian Prime Rate plus the Applicable Margin from time to time in effect. The Loans comprising each Base Rate Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days or 366 days, as the case may be) at a rate per annum equal to the Base Rate plus the Applicable Margin from time to time in effect. The Loans comprising each LIBO Rate Borrowing shall bear interest (computed on the basis of the actual number of days in the relevant Interest Period over a year of 360 days) at the LIBO Rate for the Interest Period in effect for such LIBO Rate Borrowing plus the Applicable Margin.

(2) *Acceptance Fee.* The Loans comprising each B/A Borrowing shall be subject to the Acceptance Fee which shall be payable as set out in Section 2.11.

(3) *Before and After Judgment Interest.* Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder or under any other Loan Document is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment:

(a) subject to Section 2.5(3)(b), at a rate per annum equal to 2% plus the rate otherwise applicable to such Loan or, in the case of any amount not constituting principal or interest on a Loan, at a rate equal to 2% plus the rate otherwise applicable to, in the case of Canadian Dollar amounts, Canadian Prime Loans, or in the case of U.S. Dollar amounts, Base Rate Loans;

(b) if (i) a Security Document creates a mortgage on real property or a hypothec on immovables, or (ii) the rate provided for in Section 2.5(3)(a) is otherwise determined to be unenforceable, then, in either case, at a rate per annum equal to the rate otherwise applicable to such Loan or, in the case of any amount not constituting principal or interest on a Loan, at a rate equal to the rate otherwise applicable to, in the case of Canadian Dollar amounts, Canadian Prime Loans, or in the case of U.S. Dollar amounts, Base Rate Loans;

provided that, without limiting the effect of Section 2.5(3)(b)(ii), nothing in Section 2.5(3)(b)(ii) shall preclude the operation of Section 2.5(3) where:

(c) a Security Document that creates a mortgage on real property or a hypothec on immovables also creates a Lien on other property and assets; or

(d) the principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is also secured by a Lien other than a mortgage on real property or a hypothec on immovables.

(4) *Accrued Interest.* Accrued interest on each Loan (other than B/A Borrowings) shall be payable in arrears on (a) each applicable Interest Payment Date, and (b) upon termination of the Commitments. In addition, in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment. Interest on overdue amounts shall be payable upon demand.

(5) *Days Interest Payable.* All interest hereunder shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Any Loan that is repaid on the same day

on which it is made shall bear interest for one day. The applicable Canadian Prime Rate, Base Rate, LIBO Rate or Discount Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

(6) *Yearly Rate of Interest*.

(a) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid under any Loan Document is to be calculated on the basis of a 360-day or 365-day year (or 366-day year, as the case may be), the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365 (or 366), as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(b) The Borrower acknowledges and confirms that:

(i) clause (a) above satisfies the requirements of Section 4 of the *Interest Act* (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document; and

(ii) each Credit Party is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in clause (a) above.

(c) The Borrower agrees not to, and to cause each Credit Party not to, plead or assert, whether by way of defence or otherwise, in any proceeding relating to the Loan Documents, that the interest payable thereunder and the calculation thereof has not been adequately disclosed to any Credit Party, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other applicable Law or legal principle.

(d) Notwithstanding anything to the contrary contained in this Agreement, if the amount of interest payable under any Loan Document is reduced by virtue of the application of Section 4 of the *Interest Act* (Canada), then the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, if an Event of Default pursuant to Sections 7.1(g) or (h) shall have occurred and be continuing, automatically and without further action by the Administrative Agent), an amount equal to the amount of such reduction.

(7) *Criminal Interest*. If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by applicable Law or would result in a receipt by that Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Law or so result in a receipt by that Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(a) first, by reducing the amount or rate of interest or the amount or rate of any Acceptance Fee required to be paid to the affected Lender under Section 2.5; and

(b) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the affected Lender which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada).

(8) *Reconciliation for Additional Interest and Fees*. Notwithstanding anything to the contrary contained in this Agreement, if, as a result of any restatement or other adjustment to the financial statements delivered under this Agreement (including any adjustment to unaudited financial statements as a result of subsequent audited financial statements) or for any other reason, the Borrower or the Lenders determine that the Total Leverage Ratio as of any applicable date was inaccurate and, as a result of such occurrence the Applicable Margins applicable to any Loans or any fees for any period were lower than would otherwise be the case, then the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, if an Event of Default pursuant to Sections 7.1(g) or (h) shall have occurred and be continuing, automatically and without further action by the Administrative Agent), an amount equal to the excess of the amount of interest and fees that should have been paid by the Borrower for such period over the amount of interest and fees actually paid by the Borrower for such period, plus interest on such amount at the rate otherwise applicable herein. The Borrower's obligations under this Section 2.5(8) shall survive the termination of the Commitments and the repayment of all Indebtedness hereunder.

2.6 Termination and Reduction of Commitments; Extensions.

(1) *Maturity Date*. Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(2) *Cancellation of Unused Credit*. The Borrower may, upon five Business Days prior written notice to the Administrative Agent, permanently cancel any unused portion of the Revolving Credit, without penalty. The Administrative Agent shall promptly notify each Lender of the receipt by the Administrative Agent of any such notice. Any such cancellation shall be applied rateably in respect of the Commitments of each Lender. Each notice delivered by the Borrower pursuant to this Section 2.6(2) shall be irrevocable.

(3) *Extensions.* No earlier than 90 days and no later than 60 days prior to the Maturity Date (the unextended Maturity Date being referred to in Section 2.6 as, an "**Extension Date**"), the Borrower may, subject to satisfaction of the conditions precedent for a Borrowing set forth in Sections 4.3(a) and 4.3(b), deliver to the Administrative Agent a request for an extension of the Extension Date for a period of 365 days after the then applicable Extension Date (the "**Extension Request**"); provided that the Borrower may withdraw an Extension Request, even if the Required Lenders have already consented to such Extension Request, by notice in writing delivered to the Administrative Agent not later than the close of business on the third Business day prior to the Extension Date. The Administrative Agent shall promptly notify the Lenders of its receipt of any Extension Request, with particulars thereof. Within 30 days after the Administrative Agent has notified a Lender of its receipt of an Extension Request, such Lender shall notify the Borrower and the Administrative Agent of its election to extend or not extend the Extension Date as requested in such Extension Request (which election to extend or not extend shall be made by each such Lender in its sole and absolute discretion). Any failure by any Lender to notify the Borrower and the Administrative Agent of its election to extend or not extend the Extension Date as requested in such Extension Request shall be deemed to be a refusal to extend the Extension Date. Unless the Extension Request has been withdrawn by the Borrower in accordance with the proviso above, if the Required Lenders approve in writing the extension of the Extension Date requested in such Extension Request, the Extension Date shall automatically and without any further action by any Person be extended for the period specified in such Extension Request; provided that each such extension shall be for a maximum of 365 days, and if an Extension Request has been made, but there are one or more Lenders which do not consent in writing to the Extension Request within 35 days after receipt of the notice of the Extension Request from the

Administrative Agent (a "**Non-Extending Lender**"), then the Borrower shall be entitled to choose one of the following options, and the Borrower shall notify the Administrative Agent of its choice not later than 10 days prior to the Extension Date:

(a) the Borrowings under the Revolving Credit of any Non-Extending Lender shall be repaid on the Maturity Date (without giving effect to the extension requested in such Extension Request, with respect to the Non-Extending Lender only);

(b) at the sole expense of the Borrower, upon notice to such Lender and the Administrative Agent, the Commitments of any Non-Extending Lender shall be assigned to (and assumed by) an assignee permitted under Section 9.4 upon payment by the assignee to the Non-Extending Lender of an amount equal to the outstanding principal of the Loans and participation in LC Disbursements and Swingline Loans, if any, accrued interest thereon, accrued fees and all other amounts payable to the Non-Extending Lender hereunder, provided that (i) such assignment does not conflict with any applicable Law, and (ii) any assignee which becomes a Lender as a result of such an assignment shall be deemed to have consented to the applicable Extension Request and, therefore, shall not be a Non-Extending Lender; or

(c) the Borrower may withdraw the applicable Extension Request.

(4) *Non-Extending Lenders.* Any Non-Extending Lender shall provide to the Borrower its full co-operation in facilitating the assignment of the Commitment of such Non-Extending Lender to an assignee permitted hereunder (which assignee may be another Lender, if such assignee Lender accepts such assignment) identified by the Borrower that is ready, willing and able to be an assignee with respect thereto. If an Extension Request has been made and if, within 35 days after receipt by the Lenders of the notice of the Extension Request from the Administrative Agent, the Required Lenders have not approved in writing the extension of the Extension Date requested in an Extension Request, the Extension Date shall not be extended pursuant to such Extension Request. The Administrative Agent shall promptly notify the Lenders and the Borrower of (a) any extension of the Extension Date pursuant to Section 2.6, and (b) of any Lender which becomes a Non-Extending Lender.

2.7 Repayment of Loans.

The Borrower hereby unconditionally promises to pay (a) to the Administrative Agent for the account of the Lenders the outstanding principal amount of the Loans on the Maturity Date, and (b) to the Swingline Lender the then unpaid principal amount of each Swingline Loan outstanding on the earlier of the Maturity Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least two Business Days after such Swingline Loan is made; provided that on each date that a Borrowing is made, the Borrower shall repay all Swingline Loans then outstanding.

2.8 Evidence of Debt.

(1) *Accounts of Indebtedness.* Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Borrowing made by such Lender hereunder, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(2) *Account Details.* The Administrative Agent shall maintain accounts in which it shall record (a) the amount of each Borrowing made hereunder, the class and Type thereof and, in the cases of Bankers' Acceptances and LIBO Rate Loans, the relevant Contract Period or Interest Period, applicable thereto,

(b) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, and (c) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(3) *Accounts Conclusive.* The entries made in the accounts maintained pursuant to Sections 2.8(1) and (2) shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Borrowings in accordance with the terms of this Agreement. In the event of a conflict between the records maintained by the Administrative Agent and any Lender, the records maintained by the Administrative Agent shall govern.

(4) *Promissory Notes.* Any Lender may request that Loans (other than B/As) made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.4) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

2.9 Prepayments.

(1) *Currency Fluctuations*. If at any time the Credit Exposure of any Lender exceeds its Commitment as a result of any fluctuation in currencies (any such excess being referred to in this Section 2.9(1) as a "**Currency Excess Amount**"), then the Borrower shall pay to the Administrative Agent, for the account of such Lender, an amount equal to the Currency Excess Amount with respect to such Lender to be applied (a) as a prepayment of the Loans and Reimbursement Obligations outstanding to such Lender, and (b) thereafter as LC Cover to such Lender for its LC Exposure under the Revolving Credit in an amount of such remaining Currency Excess Amount. Any LC Cover provided pursuant to clause (b) shall be held by the Administrative Agent pending either the elimination of the Currency Excess Amount or payment by the Borrower in accordance with clause (a), and shall be returned to the Borrower within three Business Days after any such elimination or payment. If any Currency Excess Amount with respect to any Lender is equal to or greater than 3% of the Commitment of such Lender for the Revolving Credit, then the repayment of the Currency Excess Amount to such Lender shall be made by the Borrower within one Business Day after the Administrative Agent requests such repayment. If any Currency Excess Amount with respect to any Lender is less than 3% of the Commitment of such Lender for such Credit, then the repayment of the Currency Excess Amount to such Lender shall be made on the next Quarterly Date. The Administrative Agent shall request repayment of any Excess Amount forthwith upon request therefor by any Lender, but the Administrative Agent is not otherwise required to monitor Currency Excess Amount levels or to request repayment thereof.

(2) *Voluntary Prepayments*. The Borrower may, at its option, at any time and from time to time, prepay the Loans, in whole or in part, upon giving three Business Days' prior written notice to the Administrative Agent; provided that that no repayment notice is required for any repayment of a Swingline Loan. Such notice shall specify the date and amount of prepayment and whether the prepayment is of Canadian Prime Loans, Base Rate Loans, LIBO Rate Loans, B/As (or B/A Equivalent Loans) or any combination thereof, and, in each case if a combination thereof, the principal amount allocable to each. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein. Each voluntary prepayment of any Canadian Dollar-denominated Loan (other than a Swingline Loan) shall be in a minimum principal amount of Cdn.$1,000,000 and in an integral multiple of

Cdn.$100,000, and each voluntary prepayment of any U.S. Dollar-denominated Loan (other than a Swingline Loan) shall be in a minimum principal amount of U.S.$1,000,000 and in an integral multiple of U.S.$100,000.

(3) *Notice by Borrower*. Each notice provided by the Borrower hereunder in respect of any prepayment hereunder shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid.

(4) *Notice by Administrative Agent*. Upon receipt of a notice of prepayment pursuant to Section 2.9, the Administrative Agent shall promptly notify each Lender of the contents thereof and of such Lender's share of such prepayment based upon its Applicable Percentage

(5) *General*. Any amount required to be prepaid on a date pursuant to Section 2.9 shall be due and payable together with any amount payable pursuant to Section 2.14 and accrued interest to such date on such amount in accordance with Section 2.5(4). For the avoidance of doubt, any prepayment of a B/A (or B/A Equivalent Loan) shall be applied against the face amount (or undiscounted amount) thereof. Any prepayment pursuant to Section (1) shall be applied first to Canadian Prime Loans or Base Rate Loans, second to LIBO Rate Loans, and third to B/A's or B/A Equivalent Loans.

2.10 Fees.

(1) *Standby Fees.* The Borrower shall pay to the Administrative Agent, for the account of and distribution to each Lender, a standby fee for the period commencing on the Closing Date to and including the Maturity Date (or such earlier date as the Commitments shall have been terminated entirely) computed at a rate per annum equal to the rate stipulated under "Standby Fee" in the definition of Applicable Margin on the excess amount of the Commitment of such Lender over its Credit Exposure. Such standby fee shall be (a) payable in arrears on each Quarterly Date, commencing on the first Quarterly Date to occur after the Closing Date, and on the date on which the Commitments terminate, and (b) computed daily on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(2) *Participation and Fronting Fees*. The Borrower shall pay:

(a) to the Administrative Agent, for the account of each Lender, a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Margin for Letters of Credit on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure; and

(b) to the Issuing Bank a fronting fee, which shall accrue at the rate or rates per annum separately agreed upon between the Borrower and the Issuing Bank on the daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as the Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder.

Participation fees and fronting fees shall be (a) payable in arrears on each Quarterly Date, commencing on the first Quarterly Date to occur after the Closing Date, and on the date on which the Commitments terminate, and (b) computed daily on the basis of a year of 365 days or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Participation and fronting fees accruing after the date on which the Commitments terminate shall be payable on demand.

(3) *Fees to Administrative Agent.* The Borrower shall pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon in the Fee Letter.

(4) *Payment of Fees.* All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the Issuing Bank, in the case of fees payable to it) for distribution, in the case of standby and participation fees, to the Lenders. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

2.11 Bankers' Acceptances.

(1) *Request for B/A Borrowings.* Subject to the terms and conditions of this Agreement, the Borrower may request a Borrowing by presenting drafts for acceptance and purchase as B/As by the Lenders. The Borrower shall not be entitled to obtain or roll over any B/A Borrowings or B/A Equivalent Loans at any time that a Default or an Event of Default has occurred and is continuing.

(2) *Contract Period.* No Contract Period with respect to a B/A to be accepted and purchased under the Revolving Credit shall extend beyond the Maturity Date.

(3) *Lender as Power of Attorney.* To facilitate availment of B/A Borrowings, the Borrower hereby appoints each Lender as its attorney to sign and endorse on its behalf (in accordance with a Borrowing Request relating to a B/A Borrowing), in handwriting, by facsimile, electronic mail or mechanical signature as and when deemed necessary by such Lender, blank forms of B/As in the form requested by such Lender. Each Lender shall maintain an adequate supply of blank forms of B/As for acceptance under this Agreement. The Borrower recognizes and agrees that all B/As signed or endorsed by a Lender on behalf of the Borrower shall bind the Borrower as fully and effectually as if signed in the handwriting of and duly issued by the proper signing officers of the Borrower. Each Lender is hereby authorized (in accordance with a Borrowing Request relating to a B/A Borrowing) to issue such B/As endorsed in blank in such face amounts as may be determined by such Lender; provided that the aggregate amount thereof is equal to the aggregate amount of B/As required to be accepted and purchased by such Lender. No Lender shall be liable for any damage, loss or other claim arising by reason of any loss or improper use of any such instrument except the gross negligence or wilful misconduct of the Lender or its officers, employees, agents or representatives. Each Lender shall maintain a record with respect to B/As (a) received by it in blank hereunder, (b) voided by it for any reason, (c) accepted and purchased by it hereunder, and (d) cancelled at their respective maturities. On request by or on behalf of the Borrower, a Lender shall cancel all forms of B/A which have been pre-signed or pre-endorsed on behalf of the Borrower and which are held by such Lender and are not required to be issued in accordance with the Borrower's irrevocable notice. Alternatively, the Borrower agrees that, at the request of the Administrative Agent, the Borrower shall deliver to the Administrative Agent a "depository note" which complies with the requirements of the *Depository Bills and Notes Act* (Canada), and consents to the deposit of any such depository note in the book-based debt clearance system maintained by the Canadian Depository for Securities.

(4) *B/A Signatory.* Drafts of the Borrower to be accepted as B/As hereunder shall be signed as set out in Section 2.11. Notwithstanding that any Person whose signature appears on any B/A may no

longer be an authorized signatory for any Lender or the Borrower at the date of issuance of a B/A, such signature shall nevertheless be valid and sufficient for all purposes as if such authority had remained in force at the time of such issuance and any such B/A so signed shall be binding on the Borrower.

(5) *B/A Amounts.* Promptly following receipt of a Borrowing Request specifying a Borrowing by way of B/As, the Administrative Agent shall so advise the Lenders and shall advise each Lender of the aggregate face amount of the B/As to be accepted by it and the applicable Contract Period (which shall be identical for all Lenders). In the case of B/A Borrowings under the Revolving Credit, the aggregate face amount of the B/As to be accepted by the Lenders shall be in a minimum aggregate amount of Cdn.$1,000,000 and shall be a whole multiple of Cdn.$100,000, and such face amount shall be in the Lenders' pro rata portions of such Borrowing, provided that the Administrative Agent may, in its sole discretion, increase or reduce any Lender's portion of such B/A Borrowing to the nearest Cdn.$100,000 without reducing the overall Commitments.

(6) *Acceptance of B/A.* Upon acceptance of a B/A by a Lender, such Lender shall purchase, or arrange for the purchase of, each B/A from the Borrower at the Discount Rate for such Lender applicable to such B/A accepted by it and provide to the Administrative Agent the Discount Proceeds therefor for the account of the Borrower. The Acceptance Fee payable by the Borrower to a Lender under Section 2.5 in respect of each B/A accepted by such Lender shall be set off against the Discount Proceeds payable by such Lender under Section 2.11.

(7) *Lender's Rights Re B/A.* Each Lender may at any time and from time to time hold, sell, rediscount or otherwise dispose of any or all B/As accepted and purchased by it.

(8) *B/A Equivalent Loans.* If a Lender notifies the Administrative Agent in writing that it is unable or unwilling to accept Bankers' Acceptances, such Lender shall, instead of accepting and purchasing Bankers' Acceptances, make a Loan (a "**B/A Equivalent Loan**") to the Borrower in the amount and for the same term as the draft which such Lender would otherwise have been required to accept and purchase hereunder. Each such Lender shall provide to the Administrative Agent the Discount Proceeds of such B/A Equivalent Loan for the account of the Borrower. Each such B/A Equivalent Loan shall bear interest at the same rate which would result if such Lender had accepted (and been paid an Acceptance Fee) and purchased (on a discounted basis) a Bankers' Acceptance for the relevant Contract Period (it being the intention of the parties that each such B/A Equivalent Loan shall have the same economic consequences for the Lenders and the Borrower as the Bankers' Acceptance which such B/A Equivalent Loan replaces). All such interest shall be paid in advance on the date such B/A Loan is made, and shall be deducted from the principal amount of such B/A Equivalent Loan in the same manner in which the Discount Proceeds of a Bankers' Acceptance would be deducted from the face amount of the Bankers' Acceptance. Subject to repayment requirements, on the last day of the relevant Contract Period for such B/A Equivalent Loan, the Borrower shall be entitled to convert each such B/A Equivalent Loan into another type of Loan, or to roll over each such B/A Equivalent Loan into another B/A Equivalent Loan, all in accordance with the applicable provisions of this Agreement.

(9) *Notice of Intention to Issue B/As.* With respect to each B/A Borrowing, at or before 11:00 a.m. two Business Days before the last day of the Contract Period of such B/A Borrowing, the Borrower shall notify the Administrative Agent by irrevocable telephonic notice, followed by a Borrowing Request on the same day giving notice of rollover, if the Borrower intends to issue B/As on such last day of the Contract Period to provide for the payment of such maturing B/A Borrowing. If the Borrower fails to notify the Administrative Agent of its intention to issue B/As on such last day of the Contract Period, the Borrower shall provide payment to the Administrative Agent on behalf of the Lenders of an amount equal to the aggregate face amount of such B/A Borrowing on the last day of the Contract Period of thereof. If the Borrower fails to make such payment, such maturing B/As shall be deemed to have been converted on the

last day of the Contract Period into a Canadian Prime Loan in an amount equal to the face amount of such B/As.

(10) *Upon Maturity of B/As.* The Borrower waives presentment for payment and any other defence to payment of any amounts due to a Lender in respect of a B/A accepted and purchased by it pursuant to this Agreement which might exist solely by reason of such B/A being held, at the maturity thereof, by such Lender in its own right, and the Borrower shall not claim any days of grace if such Lender, as holder, sues the Borrower on the B/A for payment of the amount payable by the Borrower thereunder. On the last day of the Contract Period of a B/A, or such earlier date as may be required or permitted pursuant to the provisions of this Agreement, the Borrower shall pay the Lender that has accepted and purchased such B/A the full face amount of such B/A and, after such payment, the Borrower shall have no further liability in respect of such B/A and such Lender shall be entitled to all benefits of, and be responsible for all payments due to third parties under, such B/A.

(11) *Participation.* If a Lender grants a participation in a portion of its rights under this Agreement to a Participant under Section 9.4(5), then, in respect of any B/A Borrowing, a portion thereof may, at the option of such Lender, be by way of Bankers' Acceptance accepted by such Participant. In such event, the Borrower shall upon request of the Administrative Agent or the Lender granting the participation execute and deliver a form of Bankers' Acceptance undertaking in favour of such Participant for delivery to such Participant.

(12) *Repayment of B/As*. Any B/A Borrowing may be repaid by the Borrower in whole or in part prior to the expiry date of the Contract Period. With respect to the repayment of Bankers' Acceptances prior to the expiry date of the Contract Period, it is agreed that the Borrower shall provide for the funding in full of the unmatured Bankers' Acceptances to be repaid by paying to and depositing with the Administrative Agent cash collateral for each such unmatured Bankers' Acceptances equal to the face amount payable at maturity thereof. The cash collateral, each cash collateral account, any accounts receivable, claims, instruments or securities evidencing or relating to the foregoing, and any proceeds of any of the shall be subject to the Liens arising under the Security Documents, and such Lien shall rank in priority to all other Liens and adverse claims against such collateral. Any such collateral shall be applied to satisfy the obligations of the Borrower for such Bankers' Acceptances as they mature and the Administrative Agent is hereby irrevocably directed by the Borrower to apply any such collateral to such maturing Bankers' Acceptances. If, after maturity of the Bankers' Acceptances for which such collateral is held and application by the Administrative Agent of the Collateral to satisfy the obligations of the Borrower hereunder with respect to the Bankers' Acceptances being repaid, any proceeds of the collateral remains, such proceeds shall be promptly paid and transferred by the Administrative Agent to the Borrower so long as no Default or Event of Default is then continuing. For the avoidance of doubt, the amount owing by the Borrower with respect to any B/A Borrowing shall unconditionally be the face amount of the B/As and/or undiscounted amount of the B/A Equivalent Loans in question, such that any prepayment shall not serve to reduce the prepaid interest cost of such B/A Borrowing.

2.12 Alternate Rate of Interest.

(1) If prior to the commencement of any Interest Period for a LIBO Rate Borrowing or the commencement of any Contract Period for a B/A Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that:

(i) adequate and reasonable means do not exist for ascertaining the LIBO Rate (including because the ICE Benchmark Administration Interest Settlement Rate is

not available or published on a current basis), for the applicable currency and such Interest Period; or

(ii) there is no market for B/As; or

(b) the Administrative Agent is advised by a Lender that:

(i) the LIBO Rate for the applicable currency and such Interest Period will not adequately and fairly reflect the cost to such Lender of making or maintaining its LIBO Rate Loans included in such Borrowing for the applicable currency and such Interest Period; or

(ii) the Discount Rate for such Contract Period will not adequately and fairly reflect the cost to such Lender of issuing or maintaining its B/As included in such Borrowing for such Contract Period,

then the Administrative Agent shall give written notice thereof to the Borrower and the Lenders as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Borrowing Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a LIBO Rate Borrowing or B/A Borrowing, as applicable, shall be ineffective, and (B) if any Borrowing Request requests a LIBO Rate Borrowing or B/A Borrowing, as applicable, such Borrowing shall be made as a Base Rate Borrowing or Canadian Prime Borrowing, as applicable; provided that if the circumstances giving rise to such notice do not affect all the Lenders, then requests by the Borrower for LIBO Rate Borrowings or B/A Borrowings, as applicable, may be made to Lenders that are not affected thereby.

(2) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Administrative Agent and the Borrower may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5^{th}) Business Day after the Administrative Agent has posted such proposed amendment to all Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. Any such amendment with respect to an Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders accept such amendment. No replacement of the LIBO Rate with a Benchmark Replacement pursuant to this Section 2.12(2) will occur prior to the applicable Benchmark Transition Start Date. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to this Section 2.12(2), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in

each case, as expressly required pursuant to this Section 2.12(2). Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a LIBO Rate Loan or, conversion to or continuation of LIBO Rate Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of, or conversion to, Base Rate Loans. During any Benchmark Unavailability Period, the component of Base Rate based upon the LIBO Rate will not be used in any determination of Base Rate. In this Section 2.12(2), the following terms have the meanings set out below:

"**Benchmark Replacement**" means the sum of:

(a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Administrative Agent and the Borrower giving due consideration to:

(i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the FRBNY; or

(ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBO Rate for U.S. Dollar-denominated syndicated credit facilities; and

(b) the Benchmark Replacement Adjustment,

provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the LIBO Rate with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to:

(a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement by the FRBNY; or

(b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. Dollar-denominated syndicated credit facilities at such time.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate", the definition of "Interest Period," the timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement).

"**Benchmark Replacement Date**" means the earlier to occur of the following events with respect to the LIBO Rate:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of:

(i) the date of the public statement or publication of information referenced therein; and

(ii) the date on which the administrator of the LIBO Rate permanently or indefinitely ceases to provide the LIBO Rate; or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the LIBO Rate:

(a) a public statement or publication of information by or on behalf of the administrator of the LIBO Rate announcing that such administrator has ceased or will cease to provide the LIBO Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate;

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBO Rate, a resolution authority with jurisdiction over the administrator for the LIBO Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBO Rate, which states that the administrator of the LIBO Rate has ceased or will cease to provide the LIBO Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate; or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate announcing that the LIBO Rate is no longer representative.

"**Benchmark Transition Start Date**" means

(a) in the case of a Benchmark Transition Event, the earlier of:

(i) the applicable Benchmark Replacement Date; and

(ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication); and

(b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Required Lenders, as applicable, by notice to the Borrower, the Administrative Agent (in the case of such notice by the Required Lenders) and the Lenders.

"**Benchmark Unavailability Period**" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with Section 2.12(2), and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to Section 2.12(2).

"**Early Opt-in Election**" means the occurrence of:

(a) (i) a determination by the Administrative Agent; or

(ii) a notification by the Required Lenders to the Administrative Agent (with a copy to the Borrower) that the Required Lenders have determined;

that U.S. Dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in this Section 2.12(2), are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBO Rate; and

(b) (i) the election by the Administrative Agent; or

(ii) the election by the Required Lenders;

to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Administrative Agent of written notice of such election to the Borrower and the Lenders or by the Required Lenders of written notice of such election to the Administrative Agent.

"**SOFR**" with respect to any day means the secured overnight financing rate published for such day by the FRBNY, as the administrator of the benchmark, (or a successor administrator) on the FRBNY Website.

"**Term SOFR**" means the forward-looking term rate based on SOFR that has been selected or recommended by the FRBNY.

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

2.13 Increased Costs; Illegality.

(1) *Compensation for Increased Costs*. If any Change in Law shall:

(a) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(b) impose on any Lender or the Issuing Bank or the London interbank market any other condition affecting this Agreement (including the imposition on any Lender of, or any change to, any charge with respect to its Loans or any Letter of Credit or participation therein, or its obligation to make Loans or issue or participate in any Letter of Credit, but excluding for greater certainty any Indemnified Taxes for which indemnity is provided under section 2.15 and any Excluded Taxes),

and the result of any of the foregoing is to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or otherwise), then the Borrower shall pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(2) *Compensation for Reduced Rate of Return.* If any Lender or the Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or liquidity or on the capital or liquidity of such Lender's holding company or the Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital adequacy or liquidity and such Lender's desired return on capital), then from time to time the Borrower shall pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered. Notwithstanding anything herein to the contrary, (a) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, and Basel Committee on Banking Supervision (or any successor or similar authority) or by United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III (including for certainty, Capital Requirements Directive IV (2013/36/EU)), and (b) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* (United States) and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law for purposes of this Section 2.13(2) regardless of the date enacted, adopted, issued or implemented.

(3) *Certificate.* A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender as specified in Sections 2.13(1) or (2), together with a brief description of the Change of Law, shall be delivered to the Borrower by such Lender, and shall be conclusive absent manifest error. In preparing any such certificate, a Lender shall be entitled to use averages and to make reasonable estimates, and shall not be required to "match contracts" or to isolate particular transactions. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(4) *Illegality.* If any Lender determines that it is unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make or maintain any Loan (or to maintain its obligation to make any Loan), or to participate in, issue or maintain any Letter of Credit (or to maintain its obligation to participate in or to issue any Letter of Credit), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. For the avoidance of doubt, such suspension shall occur (i) notwithstanding that the activity in question was unlawful on the Closing Date, and (ii) with respect to any Lender described in clause (ii) of the definition of "Sanctions". Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay (or, if conversion would avoid the activity that is unlawful, convert) any Loans, or take any necessary steps with respect to any Letter of Credit in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice

and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

(5) *Foreign Currency Loans.* In the event that any Lender shall have determined in good faith (which determination shall, absent manifest error, be final, conclusive and binding upon all parties) at any time that the current or reasonably expected foreign currency markets are unusually unstable or that the making or continuance of any Loan denominated in a currency other than Canadian Dollars has become unlawful or materially restricted as a result of compliance by such Lender in good faith with any applicable Law, or by any applicable guideline or order (whether or not having the force of law and whether or not failure to comply therewith would be unlawful), then, in any such event, such Lender shall give prompt written notice to the Borrower and to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to the other Lenders). Upon the giving of the notice to the Borrower referred to in this Section 2.13(5), the Borrower's right to request (by continuation, conversion or otherwise), and such Lender's obligation to make, Loans denominated in a currency other than Canadian Dollars shall be immediately suspended, and thereafter any requested Borrowing of Loans denominated in a currency other than Canadian Dollars shall, as to such Lender only, be deemed to be a request for a Canadian Prime Loan, and if the affected Loan or Loans are then outstanding, the Borrower shall immediately, or if permitted by applicable Law, no later than the date permitted thereby, upon at least one Business Day prior written notice to the Administrative Agent and the affected Lender, convert each such Loan denominated in a currency other than Canadian Dollars into a Canadian Prime Loan, provided that if more than one Lender is affected at any time, then all affected Lenders must be treated the same pursuant to this Section 2.13(5).

2.14 Break Funding Payments.

In the event of (a) the failure by the Borrower to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered by the Borrower pursuant hereto, (b) the payment or conversion of any LIBO Rate Loan other than on the last day of an Interest Period (including as a result of an Event of Default), or (c) the assignment of any Loan (including the assignment of any LIBO Rate Loan) other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18, then, in any such event, the Borrower shall compensate each Lender for the actual loss, cost and expense attributable to such event. In the case of a LIBO Rate Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period and the interest rate which such Lender would bid were it to bid, at the commencement of such period, for U.S. Dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.14 shall be delivered to the Borrower by such Lender and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

2.15 Taxes.

(1) *Gross-up for Taxes.* Any and all payments by or on account of any obligation of the Borrower hereunder or under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes except as required by applicable Laws; provided that if the Borrower shall be required to deduct or withhold any Taxes from such payments, then (a) in the case of Indemnified Taxes,

the sum payable shall be increased as necessary so that, after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under Section 2.15), the Administrative Agent, Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deduction or withholding been made, (b) the Borrower shall make such required deduction or withholding, and (c) the Borrower shall pay to the relevant Governmental Authority the full amount deducted or withheld in accordance with, and within the time limits prescribed by, applicable Law.

(2) *Stamp and Other Taxes.* In addition to the payments by the Borrower required by Section 2.15(1), the Borrower shall pay any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement to the relevant Governmental Authority in accordance with applicable Law.

(3) *Indemnity for Taxes.* The Borrower shall indemnify the Administrative Agent, each Lender and the Issuing Bank, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes paid by the Administrative Agent, such Lender or the Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder or under any Loan Document (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under Section 2.15) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the Issuing Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or the Issuing Bank, shall be conclusive absent manifest error.

(4) *Evidence of Tax Payments.* As soon as practicable after any payment of Indemnified Taxes described in Section 2.15(1) or (2) by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(5) *Indemnification by the Lenders*. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Credit Parties to do so), and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (5).

(6) *Status of Lenders*. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, prior to the date on which such Lender becomes a Lender under this Agreement or acquired an interest therein and at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the

Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

2.16 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(1) *Payments.* The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, amounts payable under any indemnity contained herein, or otherwise hereunder) prior to 12:00 noon, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Payment Office, except that payments pursuant to Sections 2.10(2)(b), 2.13, 2.14, 2.15 and 9.3 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension, provided that, in the case of any payment with respect to a LIBO Rate Loan, the date for payment shall be advanced to the next preceding Business Day if the next succeeding Business Day is in a subsequent calendar month. All payments under this Agreement in respect of LIBO Rate Loans and Base Rate Loans and in respect of U.S. Dollar denominated Letters of Credit shall be made in U.S. Dollars. All other payments under this Agreement shall be made in Canadian Dollars. The Borrower hereby authorizes the Administrative Agent to debit the general operating bank account of the Borrower which is maintained with the Administrative Agent to effect any payment due to the Lenders or the Administrative Agent pursuant to this Agreement. Any resulting overdraft in such account shall be payable by the Borrower to the Administrative Agent in same day funds.

(2) *Allocation of Insufficient Funds.* If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (a) first, towards payment of interest and fees then due hereunder, rateably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (b) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, rateably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(3) *Allocation of Funds in Event of Default.* If an Event of Default shall have occurred and be continuing, and the maturity of the Loans shall have been accelerated pursuant to Section 7.1, all payments or proceeds received by the Administrative Agent hereunder or under any other Loan Document in respect of any of the Secured Liabilities (including, but not limited to, Secured Cash Management Obligations and Secured Hedging Arrangements that are owing to any Secured Cash Management Provider or Secured Hedge Counterparty, as applicable), including, but not limited to all proceeds received by the

Administrative Agent in respect of any sale of, any collection from, or other realization upon, all or any part of the Collateral, shall be applied as follows:

(a) first, to the payment of all reasonable and documented costs and expenses of such sale, collection or other realization, including reasonable and documented compensation to the Administrative Agent and its agents and outside counsel, and all other reasonable and documented expenses, liabilities and advances made or incurred by the Administrative Agent in connection therewith, and all amounts for which the Administrative Agent is entitled to indemnification hereunder or under any other Loan Document (in its capacity as Administrative Agent and not as a Lender), and to the payment of all reasonable and documented costs and expenses paid or incurred by the Administrative Agent in connection with the exercise of any right or remedy hereunder or under any other Loan Document, all in accordance with the terms hereof or thereof;

(b) second, to the extent of any excess of such payments or proceeds, to the rateable payment of any accrued interest, fee or commission due but unpaid under this Agreement or any Secured Hedge Arrangement (excluding any amounts payable as a result of the termination or close-out of any Secured Hedge Arrangement);

(c) third, to the extent of any excess of such payments or proceeds, to the rateable payment of the Loans, LC Cover, the Secured Hedge Obligations not referenced in (b) above, and the Secured Cash Management Obligations;

(d) fourth, to the extent of any excess of such payments or proceeds, to the payment of any other amount due but unpaid under the Loan Documents; and

(e) fifth, to the extent of any excess of such payments or proceeds, to the payment to or upon the order of the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Notwithstanding the foregoing, in no event shall payments or proceeds received by the Administrative Agent from a Guarantor or in respect of its Collateral be applied against Excluded Swap Obligations of such Guarantor.

(4) *Sharing of Set-Offs.* If any Secured Party shall obtain payment in respect of any of its Secured Liabilities (including by way of set-off or counterclaim) resulting in such Secured Party receiving payment of a greater proportion of the aggregate amount of its Secured Liabilities than the proportion received by any other Secured Party on its Secured Liabilities, then the Secured Party receiving such greater proportion shall purchase (for cash at face value) participations in the Secured Liabilities owed to other Secured Parties (as applicable) to the extent necessary so that the benefit of all such payments shall be shared by the Secured Parties rateably in accordance with the aggregate amount of their respective Secured Liabilities; provided that (a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (b) this Section 2.16(4) shall not apply to:

(i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement;

(ii) any payment obtained by a Lender as consideration for the assignment of, or sale of a participation in, any of its Loans (including participations in LC Disbursements and Swingline Loans);

(iii) any payment made by or on behalf of a Credit Party under or in connection with any Secured Cash Management Services when no Event of Default has occurred and is continuing;

(iv) netting under or as between Secured Hedge Arrangements;

(v) netting as between bank accounts maintained by a Lender and/or its Lender Affiliates; and

(vi) any Permitted Hedge Payment.

The Borrower hereby consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(5) *Assumption of Payment; Reimbursement of Agent.* Unless the Administrative Agent shall have received written notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the applicable default rate for Canadian Prime Loans (if such amount is denominated in Canadian Dollars) or the applicable default rate for Base Rate Loans (if such amount is denominated in U.S. Dollars).

(6) *Failure of Lender to Make Payment.* If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.16(5), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Section 2.16(5) until all such unsatisfied obligations are fully paid.

(7) *No Deemed Obligation for Source of Funds.* Nothing in this Agreement shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.17 Currency Indemnity.

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which the Administrative Agent is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of

receipt by the Administrative Agent of the amount due, the Borrower shall, on the date of receipt by the Administrative Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Administrative Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Administrative Agent is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Administrative Agent is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower shall indemnify and save the Administrative Agent and the Lenders harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Administrative Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

2.18 Mitigation Obligations; Replacement of Lenders.

(1) *Mitigation.* If any Lender requests compensation under Section 2.13, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then upon the written request of the Borrower, such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Lender Affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate or reduce amounts payable pursuant to Section 2.13 or 2.15, as the case may be, in the future, and (b) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower shall pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(2) *Replacement of Lender*. If any Lender requests compensation under Section 2.13, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense (including the processing and recording fee contemplated by Section 9.4(2)) and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.4), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (a) if such assignee is not otherwise a Lender, the Borrower shall have received the prior written consent of the Administrative Agent (and, if a Commitment is being assigned, the Issuing Bank and Swingline Lender), which consent shall not unreasonably be withheld or delayed, (b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (c) in the case of any such assignment resulting from a claim for compensation under Section 2.13 or payments required to be made pursuant to Section 2.15, such assignment will result in a reduction in such compensation or payments and (d) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent

and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Electronic System as to which the Administrative Agent and such parties are participants), and (b) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to an be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

2.19 Letters of Credit.

(1) *General*. Subject to the terms and conditions set out herein, the Borrower may request the issuance of Letters of Credit, in Canadian Dollars or U.S. Dollars, as an availment of the Commitment, in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time up to the Maturity Date. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall govern. Notwithstanding anything herein to the contrary, the Issuing Bank shall have no obligation hereunder to issue, and shall not issue, any Letter of Credit the proceeds of which would be made available to any Person (i) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of any Sanctions, (ii) in any manner that would result in a violation of any Sanctions by any party to this Agreement or (iii) in any manner that would result in a violation of one or more policies of such Issuing Bank applicable to letters of credit generally.

(2) *Notice of Issuance, Amendment, Renewal, Extension, Certain Conditions*. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver (or transmit by electronic communication, if arrangements for doing so have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (at least five Business Days in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension, the date on which such Letter of Credit is to expire (which shall comply with Section 2.19(3)), the amount and currency (Canadian Dollars and U.S. Dollars only) of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the Issuing Bank, the Borrower also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit, the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, (a) the aggregate LC Exposure shall not exceed Cdn.$15,000,000, and (b) the aggregate Credit Exposure shall not exceed the total Commitments.

(3) *Expiration Date*. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (a) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (b) the date that is five Business Days prior to the Maturity Date; provided that any Letter of Credit may contain customary automatic renewal provisions agreed upon by the Borrower and the Issuing Bank pursuant to which the expiration date of such Letter of Credit (an "**Auto Renewal Letter of Credit**") shall automatically be extended for consecutive periods of up to twenty four (24) months (but, subject to the penultimate sentence of this Section 2.19(3), not to a date later than the date set forth in clause (b) above). Unless otherwise directed by the Issuing Bank, the Borrower shall not be required to make a specific request to the Issuing

Bank for any such renewal. Once an Auto Renewal Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the Issuing Bank to permit the renewal of such Letter of Credit at any time to an expiry date not later than the date set forth in clause (b) above. Notwithstanding the foregoing to the contrary, a Letter of Credit may expire up to one year beyond the Maturity Date so long as the Borrower has provided LC Cover in the manner described in Section 2.19(10) no later than thirty (30) days prior to the Maturity Date. For the avoidance of doubt, if the Maturity Date shall be extended pursuant to Section 2.6(3), "Maturity Date" as referenced in this clause (3) shall refer to the Maturity Date as extended pursuant to Section 2.6(3); provided that, notwithstanding anything in this Agreement (including Section 2.6(3) hereof) or any other Loan Document to the contrary, the Maturity Date, as such term is used in reference to the Issuing Bank or any Letter of Credit issued thereby, may not be extended without the prior written consent of the Issuing Bank.

(4) *Participations*. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the Issuing Bank and not reimbursed by the Borrower on the date due as provided in Section 2.19(5), or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.19(4) in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(5) *Reimbursement*. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m. on such date, or, if such notice has not been received by the Borrower prior to 10:00 a.m. on such date, then not later than 12:00 noon on (a) the Business Day that the Borrower receives such notice, if such notice is received prior to 10:00 a.m. on the day of receipt, or (b) the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to 10:00 a.m. on the day of receipt; provided that the Borrower may, subject to the conditions to borrowing set out herein, request in accordance with Section 2.3 that such payment be financed with a Canadian Prime Borrowing, a Base Rate Borrowing or a Swingline Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting Canadian Prime Borrowing, Base Rate Borrowing or Swingline Borrowing. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.19(5), the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent that Lenders have made payments pursuant to this Section 2.19(5) to reimburse the Issuing Bank, then to Lenders and the Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this Section 2.19(5) to reimburse the Issuing Bank for any LC Disbursement (other than the funding of Canadian Prime

Borrowings, Base Rate Borrowings, or Swingline Borrowings as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(6) *Obligations Absolute*. The Borrower's obligation to reimburse LC Disbursements as provided in Section 2.19(5) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (a) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (b) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (c) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of Section 2.19, constitute a legal or equitable discharge of, or provide a right of set-off against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to indirect, special, punitive or consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable Law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or wilful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the Borrower and the Lenders agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(7) *Disbursement Procedures*. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed in writing) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Lenders with respect to any such LC Disbursement.

(8) *Interim Interest*. If the Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made (which reimbursement may be made by way of a Borrowing as contemplated by Section 2.19(5)), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate then applicable to Canadian Prime Loans (if in Canadian Dollars) or Base Rate Loans (if in U.S. Dollars). Interest accrued pursuant to this Section 2.19(8) shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to Section 2.19(5) to reimburse the Issuing Bank shall be for the account of such Lender to the extent of such payment. Subject to the appointment and acceptance

of a successor Issuing Bank, the Issuing Bank may resign as Issuing Bank at any time upon 30 days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Issuing Bank shall be replaced in accordance with Section 2.19(9) below.

(9) *Replacement of the Issuing Bank*. The Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank. From and after the effective date of any such replacement, (a) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter, and (b) references herein to the term "**Issuing Bank**" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(10) *Cash Collateralization*. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders demanding the deposit of LC Cover, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 7.1(g), 7.1(h), or 7.1(i). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived or the total LC Exposure is reduced to nil.

(11) *Letters of Credit Issued for Account of Subsidiaries*. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account party," "applicant," "customer," "instructing party," or the like of or for such Letter of Credit, and without derogating from any rights of the applicable Issuing Bank (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrower (i) shall reimburse, indemnify and compensate the applicable Issuing Bank hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Borrower and (ii) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance

of such Letters of Credit for its Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

2.20 Swingline Loans.

(1) *General*. Subject to the terms and conditions set out herein and as part of its Commitment, the Swingline Lender commits to make Loans (each such Loan made under this Section 2.20, a "**Swingline Loan**") to the Borrower from time to time during the period commencing on the Closing Date and ending on the Maturity Date, in an aggregate principal amount at any time outstanding up to Cdn.$5,000,000 (such commitment being the "**Swingline Commitment**"); provided that the Swingline Lender shall not be required to extend further credit hereunder if such extension would result in (a) the Swingline Exposure at such time exceeding the amount of the Swingline Commitment, (b) the aggregate of the Credit Exposures exceeding the total Commitments, or (c) a Swingline Loan refinancing an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set out herein, the Borrower may borrow, prepay and reborrow Swingline Loans.

(2) *Interest; Overdrafts*. Subject to the terms and conditions set out herein, the Borrower shall be entitled to obtain Swingline Loans by way of overdraft on the Swingline Accounts, and at any given time the Canadian $ Amount of the outstanding principal amount of all Swingline Loans shall be equal to the aggregate amount by which the Swingline Accounts are overdrawn. Swingline Loans shall bear interest at a rate per annum equal to the rate applicable to a Canadian Prime Borrowing (if in Canadian Dollars) or at a rate per annum equal to the rate applicable to a Base Rate Loan (if in U.S. Dollars). Interest shall be payable on such dates, not more frequent than monthly, as may be specified by the Swingline Lender and in any event on the Maturity Date. The Swingline Lender shall be responsible for invoicing the Borrower for such interest. The interest payable on Swingline Loans is solely for the account of the Swingline Lender (subject to Section 2.20(3) below).

(3) *Participations in Swingline Loans*. The Swingline Lender shall, no less frequently than once per calendar month (but more frequently in its sole discretion) by written notice given to the Administrative Agent not later than 10:00 a.m. on any Business Day, require the Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent shall give notice thereof to each Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender shall upon receipt of notice as provided above, pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to Section 2.20 is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under Section 2.20 by wire transfer of immediately available funds with respect to Loans made by such Lender, and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to Section 2.20, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent. Any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to Section 2.20 and to the Swingline Lender, as their interests may appear. The purchase of participations in a Swingline Loan pursuant to Section 2.20 shall not

relieve the Borrower of any default in the payment thereof. Notwithstanding the foregoing, a Lender shall not have any obligation to acquire a participation in a Swingline Loan pursuant to this Section 2.20 if an Event of Default shall have occurred and be continuing at the time such Swingline Loan was made and such Lender shall have notified the Swingline Lender in writing, at least one Business Day prior to the time such Swingline Loan was made, that such Event of Default has occurred and that such Lender will not acquire participations in Swingline Loans made while such Event of Default is continuing.

(4) *Replacement of Swingline Lender*. The Swingline Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Swingline Lender and the successor Swingline Lender. The Administrative Agent shall notify the Lenders of any such replacement of the Swingline Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid interest accrued for the account of the replaced Swingline Lender. From and after the effective date of any such replacement, (i) the successor Swingline Lender shall have all the rights and obligations of the replaced Swingline Lender under this Agreement with respect to Swingline Loans made thereafter, and (ii) references herein to the term "Swingline Lender" shall be deemed to refer to such successor or to any previous Swingline Lender, or to such successor and all previous Swingline Lenders, as the context shall require. After the replacement of a Swingline Lender hereunder, the replaced Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to its replacement, but shall not be required to make additional Swingline Loans.

(5) *Resignation of Swingline Lender*. Subject to the appointment and acceptance of a successor Swingline Lender, the Swingline Lender may resign as a Swingline Lender at any time upon thirty (30) days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Swingline Lender shall be replaced in accordance with Section 2.20(4) above.

2.21 Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender is a Defaulting Lender, then the following provisions shall apply to such Lender for so long as it remains a Defaulting Lender:

(a) fees shall cease to accrue pursuant to Section 2.10(1) on the unfunded portion of the Commitment of such Defaulting Lender;

(b) the Commitments of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.2); provided that any waiver or amendment which affects such Defaulting Lender differently than other Lenders generally shall require the consent of such Defaulting Lender;

(c) any amount owing by a Defaulting Lender to the Administrative Agent or another Lender that is not paid when due shall bear interest at the interest rate applicable to Canadian Prime Loans or Base Rate Loans under the Revolving Credit, as applicable;

(d) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender other than in respect of the assignment of such Defaulting Lender's Loans and Commitments) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the

Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Issuing Bank or Swingline Lender hereunder, (iii) third, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, (iv) fourth, held in such account as cash collateral for future funding obligations of the Defaulting Lender under this Agreement (the amount of such cash collateral not to exceed the Commitment of such Defaulting Lender minus the outstanding principal amount of such Defaulting Lender's Loans), (v) fifth, to the payment of any other amounts owing to the Lenders or the Issuing Bank or the Swingline Lender hereunder, (vi) sixth, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (vii) seventh, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a prepayment of the principal amount of any Loans or reimbursement obligations in respect of Letters of Credit with respect to which a Defaulting Lender has funded its participation obligations, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all Lenders other than Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, any Defaulting Lender;

(e) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 7.1 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.11 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank or Swingline Lender hereunder; *third*, to cash collateralize the Issuing Bank's LC Exposure with respect to such Defaulting Lender in accordance with this Section; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) cash collateralize the Issuing Bank's future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section; *sixth*, to the payment of any amounts owing to the Lenders, the Issuing Bank or Swingline Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Issuing Bank or Swingline Lenders against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Financing Document; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Financing Document; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the

conditions set forth in Section 4.3 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure and Swingline Loans are held by the Lenders pro rata in accordance with the Commitments without giving effect to clause (d) above. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(f) if a Defaulting Lender is an Insolvent Defaulting Lender, any amount payable to such Defaulting Lender hereunder may, in lieu of being distributed pursuant to Section 2.21(d), be retained by the Administrative Agent to collateralize indemnification and reimbursement obligations of such Defaulting Lender hereunder in an amount determined by the Administrative Agent, acting reasonably;

(g) If any Swingline Loans or Letters of Credit are outstanding at the time a Lender becomes a Defaulting Lender, then:

(i) all or any part of the pro rata share of such Defaulting Lender in respect of the outstanding Swingline Loans and Letters of Credit shall be reallocated among the Revolving Lenders which are not Defaulting Lenders (in this Section 2.21, "**Non-Defaulting Lenders**") in accordance with their respective Commitments, provided that any such reallocation shall not cause any Non-Defaulting Lender to exceed its Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within five (5) Business Days following notice by the Administrative Agent (x) first, prepay such outstanding Swingline Loans, and (y) second, cash collateralize for the benefit of the Issuing Bank the Borrower's obligations corresponding to such Defaulting Lender's pro rata share of the outstanding Letters of Credit (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.21(i) for so long as such Letters of Credit are outstanding;

(iii) upon any reallocation pursuant to clause (i) above, the fees payable to the Lenders pursuant to Section 2.10(2) shall be adjusted in accordance with such Non-Defaulting Lenders' Commitment; and

(iv) if all or any portion of such Defaulting Lender's pro rata share of the outstanding Letters of Credit is cash collateralized pursuant to clause (ii) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Lender hereunder, all fees payable under Section 2.10(2) with respect to such Defaulting Lender's pro rata share of the outstanding Letters of Credit shall be payable to the Issuing Bank.

(h) So long as any Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the

Defaulting Lender's then outstanding pro rata share of the outstanding Letters of Credit will be 100% covered by the Commitments of the Non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.21(i), and participating interests in any such newly made Swingline Loan or any newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 2.21(g) (and such Defaulting Lender shall not participate therein);

(i) If required by Section 2.21(g)(ii), the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "**LC Collateral Account**"), an amount in cash equal to 103% of the Cdn. $ Amount of the outstanding Letters of Credit as of such date (as may be reduced from time to time) plus accrued and unpaid interest thereon. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations of the Borrower under the Loan Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for outstanding Letters of Credit for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the outstanding Letters of Credit at such time, until the expiry date of such Letters of Credit (in which case, to the extent such Letters of Credit are undrawn when they expire, the funds shall be returned to the Borrower); and

(j) If the Administrative Agent, the Borrower, the Swingline Lender and the Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and Letter of Credit Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than the Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Commitment, whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of any Borrower while that Lender was a Defaulting Lender; provided, further, that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Except as otherwise expressly provided in this Section 2.21, no Commitment of any other Lender shall be increased or otherwise affected, and performance by a Borrower of its obligations hereunder and the other Loan Documents shall not be excused or otherwise modified as a result of any Lender becoming a Defaulting Lender. The rights and remedies against a Defaulting Lender under this Section 2.21 are in addition to other rights and remedies which a Borrower may have against such Defaulting Lender as a result of it becoming a Defaulting Lender and which the Administrative Agent or any other Lender may have against such Defaulting Lender with respect thereto.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Borrower.

In order to induce the Administrative Agent and the Lenders to enter into this Agreement, to make any Loans hereunder and to issue any Letters of Credit hereunder, the Borrower represents and warrants to the Administrative Agent and each Lender that each statement set forth in this Article 3 is true and correct on the date hereof. For the avoidance of doubt, such representations are repeated as at the date of each Borrowing and Compliance Certificate, subject to update as provided in Section 5.1(1)(n).

(1) *Organization; Powers*. Each Credit Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now and formerly conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

(2) *Authorization; Enforceability*. The Transactions are within the Credit Parties' corporate or partnership powers and have been duly authorized by all necessary corporate, partner and shareholder action, as applicable. This Agreement and the other Loan Documents have been duly executed and delivered by each Credit Party (as applicable) and constitute legal, valid and binding obligations of each Credit Party (as applicable), enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Specifically but without limitation, Section 2.5(6)(a) satisfies the requirements of Section 4 of the *Interest Act* (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document, and each Credit Party is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in such Section.

(3) *Governmental Approvals; No Conflicts*. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except for the MENDM Approval and customary registrations in the applicable personal property registry, land registry or mining recorders office in respect of the Security Documents, (b) will not violate any applicable Law or the charter, by-laws or other organizational documents of any Credit Party or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Credit Party or their respective assets, or give rise to a right thereunder to require any payment to be made by any Credit Party, and (d) will not result in the creation or imposition of, or the requirement to create, any Lien on any asset of any Credit Party , except for any Lien arising in favour of the Administrative Agent, for the benefit of the Lenders, under the Loan Documents. No consent, approval, notice or other matter must be undertaken with, or delivered to, or obtained from, or is required from, any third party and/or Affiliate of such third party in connection with the granting by the Credit Parties of the Liens in favour of Administrative Agent pursuant to the Security Documents, save and except for the MENDM Approval.

(4) *Financial Condition; No Material Adverse Effect*.

(a) The Borrower has furnished to the Lenders the Consolidated balance sheets and statements of income, retained earnings and changes in financial position of the Borrower (i) as of and for the Fiscal Years ended 2017 and 2018, reported on by its auditors, and (ii) as of and for the Fiscal Quarter and the portion of the Fiscal Year ended March 31, 2019, certified by a Responsible Officer of the Borrower. Such financial statements, and any subsequent

financial statements delivered pursuant to Section 5.1(1), present fairly, or will present fairly, as applicable, in all material respects, the Consolidated financial position and results of operations and cash flows of the Borrower as of the applicable dates and for the applicable periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in Section 3.1(4)(a)(ii). Other than as disclosed in the most recent audited financial statements of the Borrower delivered to the Administrative Agent, there are no off-balance sheet transactions arrangements, obligations (including contingent obligations) or other relationships of the Borrower or any other Group Party with unconsolidated entities or other Persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Borrower or any other Group Party.

(b) Since December 31, 2018, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(c) All information (including that disclosed in all financial statements) pertaining to the Group Parties (other than projections) or the Projects that has been or will be made available to the Lenders, the Administrative Agent or the Arranger by the Borrower or any representative of the Group Parties, taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made. The projections, forecasts, and budgets provided by or on behalf of the Borrower to the Administrative Agent (including, without limitation the Life of Mine Plan) have been prepared in good faith and are based on reasonable assumptions, and there are no statements or conclusions in such projections, forecasts, or budgets which are based upon or include information known to the Borrower to be misleading in any material respect or which fail to take into account material information known to the Borrower regarding the matters reported therein. The Borrower believes that the forecasts and budgets provided by or on behalf of the Borrower to the Administrative Agent are reasonable and attainable, it being recognized that projections as to future events are not to be viewed as facts and that the actual results during the period or periods covered by such forecasts and budgets may differ from the projected results included in such forecasts and budgets and such differences may be material.

(d) The Borrower has delivered to the Lenders the unaudited pro forma Consolidated balance sheet and statements of income of the Borrower as of June 30, 2019, prepared giving effect to the Transactions as if they had occurred (but for greater certainty, only taking into account the Loans outstanding on the Closing Date), with respect to such balance sheet, on such date and, with respect to such other financial statements, on the first day of the 12-month period ending on such date. Such pro forma financial statements have been prepared in good faith by the Borrower, are based on the best information available to the Borrower as of the date of delivery thereof, accurately reflect all adjustments required to be made to give effect to the Transactions (but for greater certainty, only taking into account the Loans outstanding on the Closing Date) and present fairly on a pro forma basis the estimated consolidated financial position of the Borrower and its Subsidiaries as of such date and for such period, assuming that the Transactions had actually occurred (but for greater certainty, only taking into account the Loans outstanding on the Closing Date) at such date or at the beginning of such period, as the case may be.

(5) *Litigation*.

(a) Except as disclosed in Schedule 3.1(5), and except for environmental-related matters (which are dealt with in Section 3.1(17)), there are no actions, suits or proceedings (including any Tax-related matter) by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting any of the Group Parties (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than as described in Schedule 3.1(17)), or (ii) that involve this Agreement, any other Loan Document or the Transactions.

(b) Since the date of this Agreement, there has been no change in the status of the matters described in Schedule 3.1(17) that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

(6) *Compliance with Laws*. Each Group Party is in compliance with all Laws applicable to it or its property except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Group Party has violated or failed to obtain any Authorization necessary to the ownership of any of its property or assets or the conduct of its business, which violation or failure could reasonably be expected to have (in the event that such a violation or failure were asserted by any Person through appropriate action) a Material Adverse Effect.

(7) *Compliance with Agreements*. No Group Party is in default, nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default (in any respect that would have a Material Adverse Effect), under (a) any loan or credit agreement, indenture, mortgage, deed of trust, security agreement or other instrument or agreement evidencing or pertaining to any Indebtedness of any Group Party, or (b) under any other agreement or instrument to which a Group Party is a party or by which any Group Party is bound.

(8) *No Default*. No Default has occurred and is continuing.

(9) *Taxes*. Each Group Party has filed or caused to be filed when due all Tax returns and reports required to have been filed and has paid or caused to be paid when due all material Taxes required to have been paid by it (including all instalments with respect to the current period) and has made adequate provision for Taxes for the current period, except Taxes that are being contested in good faith by appropriate proceedings and for which such Group Party, as applicable, has set aside on its books adequate reserves.

(10) *Pension Plans*.

(a) Each Pension Plan is duly registered under the Income Tax Act and applicable pension standards legislation and has been administered in all material respects in accordance with applicable Law and the terms of such plan. All material obligations of each Group Party (including fiduciary, funding, investment and administration obligations) required to be performed in connection with the Pension Plans and the funding agreements thereunder have been performed on a timely basis. There are no outstanding disputes concerning the assets of any Pension Plan and there have been no improper withdrawals of any assets of the Pension Plans. All assessments owed to the Pension Benefits Guarantee Fund established under the *Pension Benefits Act* (Ontario), or other assessments or payments required under similar legislation in any other jurisdiction have been paid when due in respect of each Pension Plan.

(b) None of the Pension Plans is a Defined Benefit Plan.

(c) All employee and employer contributions (including special payments and any other payments in respect of any funding deficiencies or shortfalls) or premiums required to have been remitted to the Pension Plans under the terms of the applicable plan and applicable Law have been properly withheld and remitted to the funding arrangement for the plan in a timely manner.

(d) No Group Party or any of their Affiliates or any of the Pension Plans are subject to the *United States Employee Retirement Income Security Act of 1974*, as amended.

(11) *Casualties; Taking of Properties*. Since December 31, 2018, neither the business nor the properties of any Group Party have been affected in a manner that has had, or could reasonably be expected to have, a Material Adverse Effect as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labour disturbance, embargo, requisition or taking of property or cancellation of contracts, permits or concessions by any domestic or foreign Governmental Authority, riot, activities of armed forces, or acts of God or of any public enemy. Except as set out on Schedule 3.1(11), there is no expropriation or similar proceeding, actual or threatened, of which the any Group Party has notice, or reason to believe such notice is pending or threatened, against any owned or leased lands of any Group Party, or any material part thereof.

(12) *Subsidiaries*. As of the Closing Date, Schedule 3.1(12) correctly sets forth:

(a) the legal name of each Group Party and its form of legal entity and jurisdiction of organization;

(b) the Equity Securities issued and outstanding by each Group Party, and the registered and beneficial owners thereof;

(c) the Equity Securities owned by each Group Party; and

(d) a corporate organizational chart of the Borrower and its Subsidiaries.

Except as described in Schedule 3.1(12), as of the Closing Date, no Group Party owns any Equity Securities or debt securities which are convertible into, or exchangeable for, Equity Securities of any other Person. Unless otherwise indicated in Schedule 3.1(12) as of the Closing Date, there are no outstanding options, warrants or other rights to purchase Equity Securities of any Group Party, and all such Equity Securities so owned are duly authorized, validly issued, fully paid and non-assessable, and were issued in compliance with all applicable federal, provincial or foreign securities and other Laws, and are free and clear of all Liens, except for Permitted Liens. The Group Parties have no interests in any partnerships, joint ventures or other entities, except as set out in Schedule 3.1(12). Each Subsidiary is a Wholly-Owned Subsidiary.

(13) *Insurance*. The Group Parties maintain insurance policies and coverage in compliance with Section 5.1(8). Such insurance coverage (a) is sufficient for compliance with all requirements of applicable Law and of all agreements to which any Group Party is a party, (b) is provided under valid, outstanding and enforceable policies, (c) provides adequate insurance coverage in at least such amounts and against at least such risks (but including in any event public liability) as are usually insured against in the same general area by Persons engaged in the same or a similar business to the assets and operations of the Group Parties, and (d) will not in any way be affected by, or terminate or lapse by reason of, the Transactions. All such material policies are in full force and effect, all premiums with respect thereto have been paid in accordance with their respective terms, and no notice of cancellation or termination has been

received with respect to any such policy. Each Group Party has no reason to believe that it will not be able to renew the insurance policies currently in force or to obtain similar coverage from financially sound, reputable independent insurance companies, at a cost that is not significantly higher. Except as set out on Schedule 5.1(8), no Group Party has a material claim pending against any insurer or pursuant to any insurance policy, and no knowledge of any fact, event or circumstance that could give rise to any such claim. No Group Party maintains any formalized self-insurance program with respect to its assets or operations or material risks with respect thereto in excess of Cdn.$1,000,000 in the aggregate. The certificate of insurance delivered to the Administrative Agent pursuant to Section 4.1(7) contains an accurate and complete description of all material policies of insurance owned or held by each Credit Party on the Closing Date.

(14) *Material Subsidiaries*. Each Material Subsidiary is a Credit Party.

(15) *Solvency*. No Group Party is an "insolvent person" within the meaning of the BIA.

(16) *Material Contracts*. Schedule 3.1(16) sets out all Material Contracts. Each of the Material Contracts is in full force and effect. No Group Party is in default under or in breach of any term or condition of any Material Contract that would have, either individually or in the aggregate, a Material Adverse Effect, nor is any Group Party aware of any default under or breach of any term or condition of any Material Contract by any other party thereto that would have a Material Adverse Effect. No contract to which any Group Party is a party contains any material provisions which impose burdensome or onerous obligations on any Credit Party which are inconsistent with prudent commercial activity by any Group Party.

(17) *Environmental Matters*. Except as disclosed to the Lenders in Schedule 3.1(17):

(a) *Environmental Laws, Etc*. Neither any property of the Group Parties nor the operations conducted thereon violate any applicable order of any Governmental Authority or any Environmental Laws, which violation could reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to such violation.

(b) *Authorizations*. All Authorizations, if any, required to be obtained or filed by the Group Parties in connection with the operation or use of any and all property of the Group Parties, including but not limited to past or present treatment, transportation, storage, disposal or Release of Hazardous Materials into the environment, have been duly obtained or filed, except to the extent the failure to obtain or file such Authorizations could not reasonably be expected to have a Material Adverse Effect, or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to the operation and use of the relevant property.

(c) *Hazardous Materials Carriers*. All Hazardous Materials generated at any and all property of the Group Parties have been treated, transported, stored and disposed of by carriers in accordance with all Environmental Laws applicable to them, except to the extent the failure to have such Hazardous Materials transported, treated or disposed of by such carriers could not reasonably be expected to have a Material Adverse Effect, and only at treatment, storage and disposal facilities maintaining, to the knowledge of the Borrower after due inquiry, valid permits under applicable Environmental Laws, which carriers and facilities, to the knowledge of the Borrower after due inquiry, have been and are operating in compliance with such permits, except to the extent the failure to have such Hazardous

Materials treated, transported, stored or disposed of at such facilities, or the failure of such carriers or facilities to so operate, could not reasonably be expected to have a Material Adverse Effect or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to the treatment, transportation, storage or disposal by such carriers of Hazardous Materials at or from the relevant property.

(d) *Hazardous Materials Disposal*. The Group Parties have taken all reasonable steps necessary to determine and, to their knowledge after due inquiry, have determined that no Hazardous Materials have been disposed of or otherwise Released and there has been no threatened Release of any Hazardous Materials on or to any property of the Group Parties other than in compliance with Environmental Laws, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to the disposal of hazardous Materials from the relevant property.

(e) *No Contingent Liability*. To their knowledge after due inquiry, the Group Parties have no material contingent liability in connection with any Release or threatened Release of any Hazardous Materials into the environment except contingent liabilities which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to such Release or threatened Release.

(18) *Employee Matters*.

(a) Except as set out in Schedule 3.1(18), none of the Group Parties, nor any of their respective employees, is subject to any collective bargaining agreement. There are no strikes, slowdowns, work stoppages or controversies pending or, to the best knowledge of the Borrower, threatened against the Group Parties, or their respective employees, which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Except as set out in Schedule 3.1(18), none of the Group Parties is subject to an employment contract providing for a fixed term of employment or providing for special payments on termination of employment.

(b) Each of the Group Parties has withheld from each payment to each of their respective officers, directors and employees the amount of all Taxes, including income tax, Canada or Quebec Pension Plan contributions, as applicable, employment insurance premiums and other payments and deductions required to be withheld therefrom, and has paid the same to the proper taxation or other receiving authority in accordance with applicable Law. No Group Party is subject to any claim by or liability to any of their respective officers, directors or employees for salary (including vacation pay) or benefits which would rank in whole or in part *pari passu* with or prior to the Liens created by the Security Documents.

(19) *Fiscal Year*. The Fiscal Year ends on December 31 of each calendar year, and the Fiscal Quarters end on the last day of each of March, June, September and December of each calendar year.

(20) *Intellectual Property Rights*. Each Group Party is the registered and beneficial owner of, with good and marketable title, free of all licenses, franchises and Liens other than Permitted Liens, to all

patents, patent applications, trade marks, trade mark applications, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, or other rights with respect to the foregoing and other similar property, used in or necessary for the present and planned future conduct of its business, without any conflict with the rights of any other Person, other than as listed on Schedule 3.1(20), or other than for such conflicts as could not reasonably be expected to have a Material Adverse Effect. All material patents, trade marks, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, and other similar rights owned or licensed by any Group Party, and all rights of each Group Party to the use of any patents, trade marks, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, or other similar rights, are described in Schedule 3.1(20). Except as set out in Schedule 3.1(20), no material claim has been asserted and is pending by any Person with respect to the use by any Group Party of any intellectual property or challenging or questioning the validity, enforceability or effectiveness of any intellectual property necessary for the conduct of the business of any Group Party. Except as disclosed in Schedule 3.1(20), or except as could not reasonably be expected to have a Material Adverse Effect, (a) each Group Party has the exclusive right to use the intellectual property which such Group Party owns, (b) all applications and registrations for such intellectual property are current, and (c) to the knowledge of the Borrower, the conduct of each Group Party's business does not infringe the intellectual property rights of any other Person.

(21) *Residency of Borrower for Tax Purposes*. The Borrower is a resident of Canada for the purposes of the Income Tax Act.

(22) *"Know Your Customer" Information*. All materials and information provided to each of the Lenders in connection with applicable "know your customer" and AML Legislation are true and correct

(23) *Anti-Corruption Laws and Sanctions*. Each Group Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Group Party and its directors, officers, employees and Relevant Agents with Anti-Corruption Laws and Sanctions. Each Group Party, their respective directors and officers and, to the knowledge of the Borrower, their respective employees and Relevant Agents, is in compliance with Anti-Corruption Laws and Sanctions. No Group Party or any of its directors or officers or, to the knowledge of the Borrower, employees or Relevant Agents, is a Sanctioned Person or is engaged in any activity that would reasonably be expected to result in such Group Party being designated as a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or Sanctions.

(24) *Security*. The Security Documents are effective to create in favour of the Administrative Agent for its own benefit and the benefit of the other Secured Parties, legal, valid and enforceable Liens on, and security interests in, the Collateral, and (i) when financing statements and filings in applicable land registry offices or other public offices in appropriate form are filed in the jurisdictions specified on Schedule 3.1(24) and (ii) upon the taking of possession or control by the Lender of the Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Administrative Agent to the extent possession or control by the Administrative Agent is required by the Security Documents), the Liens created by the Security Documents shall constitute valid first ranking Liens, subject only to Permitted Liens, on, and security interests in, all right, title and interest of the grantors thereunder.

Projects

(25) *Project Approvals.*

(a) Set forth in Schedule 3.1(25) is a complete and accurate list of all Project Approvals.

(b) All Project Approvals, other than Future Project Authorizations:

(i) have been duly obtained, taken, given or made;

(ii) are valid and in full force and effect, and

(iii) are free from conditions or requirements that have not been met or complied with where the failure to so satisfy may allow for the material modification or revocation thereof.

(c) Each Group Party is in material compliance with all Project Approvals held by, or in favour of, such Group Party.

(d) No Group Party has any reason to believe that any of the Future Project Authorizations or any renewal of any Project Mining Rights:

(i) will not be obtained in the ordinary course as and when required under the terms of the Life of Mine Plan and applicable Laws; or

(ii) will be subject to any conditions or requirements that cannot be met or complied with.

(e) All applicable waiting periods and judicial review periods prescribed by statute in connection with any Project Approval (other than Future Project Authorizations) have expired without any action having been taken or threatened by any party that could reasonably be expected to result in the suspension, cancellation, revocation or loss of such Project Approval or any material and adverse change thereto.

(f) To the knowledge of the Borrower, after due inquiry, there is no challenge to the validity of any Project Approval that has resulted in or is reasonably likely to result in such Project Approval being suspended, cancelled, revoked or materially and adversely modified, and no Group Party has received any notification, verbal or otherwise, of the threat of any such challenge.

(g) No Group Party has received any written notice from any Governmental Authority of any revocation or intention to revoke any interest of a Group Party in any of the Project Approvals.

(h) All Taxes, assessments, maintenance fees and other amounts required to maintain the Project Approvals (other than Future Project Authorizations) have been paid in full

(i) Notwithstanding their proximity to the Projects, no Immaterial Mining Rights, Excluded Mining Rights or Unidentified Claims are necessary for the construction, development, operation or maintenance of the Projects in accordance with, and as contemplated by, the Life of Mine Plan. The Credit Parties are not the sole legal and beneficial holders of the Excluded Mining Rights.

(26) *Project Real Property*.

(a) Set forth in Schedule 3.1(26) is a complete and accurate list of all Project Real Property, together with a map thereof.

(b) Except as set out in Schedule 3.1(26), the Group Parties do not have any right, title or interest in real property other than Project Real Property.

(c) The Credit Parties are the sole legal and beneficial holders of the Project Real Property, subject only to, with respect to the property subject to the Project Leases, the ownership rights of the respective lessors.

(d) The Project Leases are valid and enforceable leases that are in full force and effect free from any material breach or default.

(e) The Projects are situate on the Project Real Property.

(f) All Project Mining Rights pertain to the Project Real Property. The Project Mining Rights give the Credit Parties the exclusive right to mine or exploit any and all minerals within the Project Real Property, subject only to Permitted Liens, Immaterial Mining Rights and Excluded Mining Rights.

(g) The Project Real Property constitutes all real property rights necessary or advisable for the construction, development, operation or maintenance of the Projects in accordance with, and as contemplated by, the Life of Mine Plan in all material respects.

(27) *Project Assets*. The Project Assets are in reasonable condition and repair, ordinary wear and tear excepted, and are adequate for the purposes for which they are now used and for the development, construction, operation and maintenance of the Projects in accordance with, and as contemplated by, the Life of Mine Plan in all material respects. All Project Assets are free and clear of Liens other than Permitted Liens.

(28) *Project Infrastructure*. All of the material services, utilities, ingress and egress roadways, means of transportation, rights of access and passage, equipment and materials or supplies necessary or advisable for any Credit Party to construct develop, operate and maintain the Projects in accordance with:

(a) applicable Law;

(b) applicable Project Approvals; and

(c) as contemplated by, the Life of Mine Plan,

in all material respects, are available or are reasonably expected to be made available to such Credit Party as contemplated by the Life of Mine Plan.

(29) *Royalty Agreements*. There are no royalties, overriding royalties, production based Taxes or other payments, stream arrangements, prepaid deliveries, net smelter return obligations, production-based Taxes or similar levies on mineral production from any Project except Permitted Royalties. Each Existing Royalty Agreement is unamended since the Closing Date, there are no overdue amounts owing thereunder and no Credit Party in default under or in breach of, in either case in any material respect, of any term or condition thereof. There are no material disputes with respect to the calculation of royalties under any Existing Royalty Agreement.

(30) *Life of Mine Plan*. The forecasted balance sheets, income statements and cash flow statements as well as the other projections and other forward-looking statements and forecasts with respect to the Credit Parties and each Project in the Life of Mine Plan are a fair and reasonable description of what

they purport to describe and were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in the light of the conditions existing at the time of delivery of such projections, statements or forecasts and represented, at the time of delivery, the Borrower's best estimate of its future financial performance.

(31) *Project Mine.* If built and operated in accordance with the plans and specifications contained in the Life of Mine Plan, the gold mine and processing plant comprising part of each Project shall, in all material respects, conform to and comply with applicable Law and the terms and conditions of the Project Approvals.

(32) *Mine Safety*. The Credit Parties conduct, and have conducted in the twelve (12) months preceding the date of this Agreement, its activities at each Project in compliance in all material respects with all Laws specifically applicable to mine safety. To the knowledge of the Borrower, there have been no reported incidents of non-compliance in any material respect with such Laws in connection with operations or activities at a Project in the twelve (12) months preceding the date of this Agreement.

(33) *Project Operation*. There has been no material change in the conduct or operation of the Project from that contemplated in the Life of Mine Plan. No Person has any right, title or interest in Project Assets (other than Project Real Property and subject to Permitted Liens) other than Credit Parties.

(34) *Aboriginal Claims*. Each Group Party is complying with all Laws in respect of aboriginal rights, aboriginal title, treaty rights, and aboriginal communities that relate to the operation and maintenance of each Project. There are no outstanding, pending or threatened Aboriginal Claims. The Borrower has not received notice, nor has it been informed by any Governmental Authority of the receipt by a Governmental Authority of any notice regarding any Aboriginal Claim. There are no impact and benefits agreements, memorandums of understanding, compensation or partnership agreements or any other agreements of the same nature with Aboriginal Groups affecting any Project.

(35) *Expropriation*. No Project Asset has been expropriated or seized by any Governmental Authority, nor has any notice or proceeding in respect thereof been given to a Group Party or, to the knowledge of the Borrower after due inquiry, commenced.

(36) *Technical Reports*. The Technical Reports have been prepared and disclosed in accordance with accepted mining industry practices and Securities Laws, and accurately reflect in all material respects the estimated measured, indicated and inferred mineral resources and Proven and Probable Reserves with respect to the Projects as at the date of such Technical Reports. Subject to normal course depletion, there has been no material reduction in the aggregate amount of estimated mineral resources and reserves with respect to the Projects from the amounts last disclosed publicly by the Borrower in the Public Disclosure Documents. There are no outstanding unresolved comments of the Toronto Stock Exchange or any Securities Regulator in respect of the technical disclosure made in the Public Disclosure Documents.

(37) *Environmental and Social Laws and Standards*. Each Group Party is in compliance in all material respects with all Environmental and Social Laws and Standards and, in each case, to the best of its knowledge and belief (having made due and careful enquiry) no circumstances have occurred which would prevent such compliance.

(38) *Abandonment, Reclamation and Rehabilitation Obligations*. The abandonment, reclamation and rehabilitation obligations of the Credit Parties set forth in the Life of Mine Plan with respect to the Projects and the Project Real Property accurately reflect in all material respects the estimated costs and obligations of the Credit Parties for such abandonment, reclamation and rehabilitation obligations and such estimate has been prepared in good faith and based on reasonable assumptions. Each Credit Party has

provided to the applicable Governmental Authority such financial assurance as is required to be provided by such Credit Party with respect to the closure plan for any Project pursuant to the *Mining Act* (Ontario) (including Regulation 240/00 thereof) and other applicable Law.

ARTICLE 4
CONDITIONS

4.1 Effective Date and Availability of Swingline Loans.

The obligations of the Swingline Lender to make Swingline Loans shall not become effective unless each of the conditions listed below is satisfied (or waived pursuant to Section 9.2). For certainty, the obligations of the Lenders to make Loans (other than Swingline Loans) and of the Issuing Bank to issue Letters of Credit hereunder, shall not become effective unless each of the conditions set forth in Section 4.2 are satisfied (or waived pursuant to Section 9.2).

(1) *Credit Agreement*. The Administrative Agent, each Lender, and the Issuing Bank shall have received from each party hereto either (a) a counterpart of this Agreement, duly executed on behalf of each party hereto, or (b) written evidence satisfactory to the Administrative Agent (which may include a facsimile or other electronic -transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(2) *Initial Security Documents*. The Administrative Agent shall have received the Initial Security Documents.

(3) *Perfection of Liens*. Other than registration against the Deferred Collateral and the Immaterial Mining Rights, the Initial Security Documents shall have been registered (or arrangements for registration satisfactory to the Administrative Agent shall have been made) in all offices in which, in the opinion of the Administrative Agent or its counsel, registration is necessary or of advantage to perfect or render opposable to third parties the Liens intended to be created thereby, and, other than against the Deferred Collateral and the Immaterial Mining Rights, the Initial Security Documents and the Liens created thereby shall constitute a first ranking charge over the property of the Credit Parties (other than their interest in the Excluded Mining Rights), subject to no other Liens except Permitted Liens. The Administrative Agent shall have received and be satisfied with the results of all personal property, pending litigation, judgment, bankruptcy, execution and other searches conducted by the Administrative Agent and its counsel with respect to the Credit Parties in all jurisdictions selected by the Administrative Agent and its counsel.

(4) *Legal Opinions*. The Administrative Agent shall have received a favourable written opinion of McMillan LLP, Ontario, Québec and British Columbia counsel to the Borrower, covering such matters relating to the Credit Parties, this Agreement, the other Loan Documents, or the Transactions as the Lenders shall reasonably request (together with copies of all factual certificates and legal opinions delivered to such counsel in connection with such opinion upon which counsel has relied). If a Security Document creates a Lien over the interest of a Credit Party in any real property, the legal opinions to be delivered to the Administrative Agent shall include opinions as to the title of the applicable Credit Parties to such real property and the priority of such Lien (or, in the alternative, the Borrower may deliver to the Administrative Agent a title insurance policy in form and substance satisfactory to the Administrative Agent as to such real property). The Borrower hereby requests each such counsel to deliver such opinions and supporting materials. All opinions and certificates referred to in this Section 4.1(4) shall be addressed to the Administrative Agent and the other Secured Parties and dated the Closing Date.

(5) *Corporate Certificates*. The Administrative Agent shall have received:

(a) certified copies of the resolutions of the board of directors, general partner, or shareholders, as applicable, of each Credit Party approving, as appropriate, the Loans, this Agreement and the other Loan Documents, and all other documents, if any, to which such Credit Party is a party and evidencing authorization with respect to such documents;

(b) a certificate of an officer of each Credit Party, dated as of the Closing Date, and certifying (i) the name, title and true signature of each officer of such Person authorized to execute this Agreement and the other Loan Documents to which it is a party, (ii) the name, title and true signature of each officer of such Person authorized to provide the certifications required pursuant to this Agreement, including certifications required pursuant to Section 5.1(1) and Borrowing Requests, and (iii) that attached thereto is a true and complete copy of the articles of incorporation and bylaws of each Credit Party, as amended to date; and

(c) a recent certificate of status, certificate of compliance, good standing certificate or analogous certificate in respect of each Credit Party.

(6) *Fees*. The Administrative Agent, the Lenders, and the Arranger shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all legal fees and other out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(7) *Insurance*. The Administrative Agent shall have received a certificate of insurance coverage, dated not more than 30 days prior to the Closing Date, evidencing that the Credit Parties are carrying insurance in accordance with Section 5.1(8) hereof.

(8) *No Litigation*. No litigation, order, judgment, injunction or other action or proceeding shall be threatened or pending by any Person or Governmental Authority to enjoin, restrict, or prohibit the completion of the transactions contemplated hereby and by the other Loan Documents (including the delivery of the Security Documents and the granting of the Liens in favour of the Administrative Agent contemplated hereunder) or which may impose any material condition on the completion thereof, or which could reasonably be expected to have a Material Adverse Effect, and the Administrative Agent shall have received an Officer's Certificate confirming same.

(9) *Regulatory Approval; Consents; Waivers*. The Administrative Agent and the Lenders shall be satisfied that:

(a) all material Authorizations (other than the MENDM Approval);

(b) all corporate, partnership, shareholder and court approvals; and

(c) all consents and waivers (the failure to obtain which would result in a breach or default under any Material Contract),

required to consummate the Transactions have been obtained and are in full force and effect, in each case without the imposition of any burdensome provision, and that all applicable waiting periods shall have expired without any action being taken or threatened by any Governmental Authority that would materially restrain, prevent or otherwise impose material adverse conditions on the Transactions.

(10) *Delivery of Financial Statements*. The Administrative Agent and the Lenders shall have received (a) the audited Consolidated and consolidating balance sheets, statements of income and retained earnings and statements of changes in financial position of the Borrower for the Fiscal Years ended 2017 and 2018, (b) the unaudited financial statements in respect of the Borrower for the portion of the Fiscal Year ended March 31, 2019, and (c) the balance sheet and statement of income of the Borrower prepared on a *pro forma* unaudited Consolidated basis as if the Transactions had been completed (but for greater certainty, only taking into account the Loans outstanding on the Closing Date).

(11) *Compliance Certificate*. The Administrative Agent shall have received a Compliance Certificate prepared on a *pro forma* basis after giving effect to the Loans to be made on the Closing Date and the consummation of the other Transactions.

(12) *No Material Adverse Change*. The Administrative Agent and the Lenders shall be satisfied that, since December 31, 2018, there has not been a Material Adverse Change.

(13) *Indebtedness*. The Transactions contemplated in this Agreement and the other Loan Documents shall not have caused any event or condition to occur which has resulted, or which will result, in any Material Indebtedness (other than Indebtedness being repaid in connection with the Transactions) becoming due prior to its scheduled maturity or that permits (with or without the giving of notice, the lapse of time, or both) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, or which will result in the creation of any Liens under any Indebtedness.

(14) *Capitalization Arrangement*. The Lenders shall be satisfied, acting reasonably, with the capital and corporate structure of the Borrower.

(15) *"Know Your Customer" Information*. The Administrative Agent and the Lenders shall have received all documentation and other information requested by them which is required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including AML Legislation.

(16) *Cancellation of Existing Credit Facilities*. The Credit Parties shall have repaid (or made satisfactory arrangements for the repayment of) all Indebtedness outstanding under their credit facilities (including any commercial paper back-up lines), and such credit facilities (including such commercial paper back-up lines) shall have been cancelled permanently such that no Credit Party shall have any Indebtedness (or commitment therefor) that will survive the Closing Date except Permitted Indebtedness.

(17) *Solvency Certificate*. The Administrative Agent shall have received a Solvency Certificate from the Chief Financial Officer of the Borrower confirming the *pro forma* solvency of the Group Parties after giving effect to the Transactions (but for greater certainty, only taking into account the Loans outstanding on the Closing Date).

(18) *Life of Mine Plan*. The Lenders and the Administrative Agent shall have received the Life of Mine Plan, which shall be in form and substance satisfactory to the Required Lenders (acting reasonably).

(19) *Execution and Delivery of Documents*. Each Credit Party shall have duly authorized, executed and delivered all documents required hereunder, all in form and substance satisfactory to the Administrative Agent. Such documents may be delivered to the Administrative Agent (or its counsel) by way of facsimile or other means of electronic transmission, provided that such number of original copies

as may be reasonably requested shall be delivered by or on behalf of the Borrower to the Administrative Agent (or its counsel) within 14 days of the Closing Date.

(20) *Other Documentation*. The Administrative Agent and the Lenders shall have received such other documents and instruments as are customary for transactions of this type or as they may reasonably request.

4.2 Availability of Loans and Letters of Credit

The obligations of the Lenders to make Loans (other than Swingline Loans) and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective unless each of the conditions listed below is satisfied (or waived pursuant to Section 9.2) on or prior to the day that is 90 days after Closing Date, and, in the event such conditions are not so satisfied or waived by such time, the Commitments shall terminate at such time.

(1) *Closing Date Conditions*. The conditions to the effectiveness of this Agreement and the availability of Swingline Loans set forth in Section 4.1 shall have been satisfied (or waived pursuant to Section 9.2).

(2) *MENDM Approval*. The Borrower shall have obtained the MENDM Approval and delivered evidence thereof satisfactory to the Administrative Agent.

(3) *Ontario Mining Leases and Licences Registrations*. The applicable Security Documents shall have been registered against the Ontario Mining Leases and Licences and the Borrower shall have delivered evidence thereof satisfactory to the Administrative Agent.

(4) *Registration of Deed of Hypothec*. The Borrower shall have delivered to the Administrative Agent:

(a) evidence (in form and substance satisfactory to the Administrative Agent, acting reasonably) of the registration of the deed of movable and immovable hypothec by the Borrower in favour of the Administrative Agent (the "**Initial Deed of Hypothec**") at the land register of Québec, the register of personal and movable real rights of Quebec and the public register of real and immovable mining rights in respect of all the property of the Borrower, other than the mining claims hypothecated pursuant to the Initial Deed of Hypothec (the "**Quebec Mining Claims**"); and

(b) an opinion with respect to the registration of the Initial Deed of Hypothec at the registers set out in paragraph (a) above, free and clear of all Liens other than Permitted Liens, in form and substance satisfactory to the Administrative Agent.

(5) *Quebec Title Opinion*. The Borrower shall have delivered to the Administrative Agent a title opinion, in form and content satisfactory to the Administrative Agent, which opinion shall be limited to confirming that all Project Real Property and the mining concession 494 (including the lot on which it is exercised) of the Borrower, in each case, situate in the Province of Québec are free and clear of legal hypothecs, which title review shall cover a period of at least 30 years prior to the date hereof.

4.3 Each Credit Event.

The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit (including, in each case, on the occasion of the initial Borrowings hereunder), is subject to the satisfaction of the following conditions:

(a) the representations and warranties of the Borrower set out in this Agreement shall be true and correct on and as of the date of each such Borrowing as if made on such date (except where such representation or warranty is stated to be made as of a particular date);

(b) at the time of and immediately after giving effect to such Borrowing, no Default shall have occurred and be continuing; and

(c) the Administrative Agent shall have received a Borrowing Request in the manner and within the time period required by Section 2.3**.**

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the accuracy of the matters specified in Sections 4.3(a) and (b). This requirement does not apply on the conversion or rollover of an existing Borrowing provided that the aggregate outstanding Borrowings will not be increased as a consequence thereof.

ARTICLE 5
AFFIRMATIVE COVENANTS

5.1 Covenants.

From (and including) the Closing Date until the Termination Date, the Borrower covenants and agrees with the Lenders as follows:

(1) *Financial Statements and Other Information*. The Borrower shall furnish to the Administrative Agent for distribution to each Lender:

(a) as soon as available and in any event within 120 days after the end of each Fiscal Year, the audited Consolidated balance sheet and related statements of income, retained earnings and changes in financial position of the Borrower as of the end of and for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by Grant Thornton LLP or other independent auditors of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such Consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower on a Consolidated basis;

(b) as soon as available and in any event within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, the unaudited Consolidated balance sheet and related statements of income, retained earnings and changes in financial position of the Borrower as of the end of and for such Fiscal Quarter and the then elapsed portion of the Fiscal Year which includes such Fiscal Quarter, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by a Responsible Officer of the Borrower as presenting fairly in all material respects the financial condition and results of

operations of the Borrower on a Consolidated basis, subject to normal year-end audit adjustments;

(c) concurrently with the financial statements required pursuant to Sections 5.1(1)(a) and (b), a Compliance Certificate;

(d) concurrently with any delivery of financial statements under Section 5.1(1)(b), a management discussion and analysis that includes a comparison to the budget for that Fiscal Quarter and a comparison of performance for that Fiscal Quarter to the corresponding period in the prior year;

(e) copies of each management letter issued to the Borrower by its auditors promptly following consideration or review thereof by the board of directors of the Borrower, or any committee thereof (together with any response thereto prepared by the Borrower);

(f) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Group Party with any securities commission, stock exchange or similar entity, and all materials distributed out of the ordinary course by the Borrower to its shareholders and which relate to matters in which any Lender or the Administrative Agent, in such capacities, can reasonably be expected to have an interest; provided however, that if any such reports, proxy statements or other materials are publicly filed on the SEDAR system, the Borrower may satisfy its delivery obligation pursuant to this Section 5.1(1)(f) by providing written notification to the Administrative Agent that such filing has been made;

(g) promptly after the Borrower learns of the receipt or occurrence of any of the following, a certificate of the Borrower, signed by a Responsible Officer of the Borrower, specifying (i) any event which constitutes a Default or Event of Default, together with a detailed statement specifying the nature thereof and the steps being taken to cure such Default or Event of Default, (ii) the receipt of any notice from, or the taking of any other action by, the holder of any Indebtedness of any Group Party in an amount in excess of Cdn.$1,000,000 with respect to an actual or alleged default, together with a detailed statement specifying the notice given or other action taken by such holder and the nature of the claimed default and what action the relevant Group Party is taking or proposes to take with respect thereto, (iii) any notice of termination or other proceedings or actions which could reasonably be expected to adversely affect any of the Loan Documents, (iv) the creation, dissolution, merger, amalgamation or acquisition of any Credit Party or subsidiary thereof, (v) any material change in accounting or financial reporting practices by the Borrower or any Subsidiary, or (vi) any other event, development or condition which may reasonably be expected to have a Material Adverse Effect;

(h) promptly after the occurrence thereof, notice of the institution of or any material adverse development in any action, suit or proceeding or any governmental investigation or any arbitration before any court or arbitrator or any Governmental Authority or official against any Group Party or any material property thereof (including pursuant to any applicable Environmental Laws) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(i) promptly after the filing thereof with any Governmental Authority, copies of each annual information return, actuarial and other reports (including applicable schedules) and any applications for regulatory approval of asset withdrawals or commuted value transfers with

respect to each Pension Plan or any fund maintained in respect thereof, (ii) promptly after becoming aware of any failure to withhold, make, remit or pay any employee or employer payments, contributions (including "normal cost", "special payments" and any other payments in respect of any funding deficiencies or shortfalls) or premiums to a Pension Plan or Benefit Plan on a timely basis or the occurrence of or forthcoming occurrence of any event which could reasonably be expected to result in the partial or full termination of any Pension Plan, written notice thereof, together with an explanation of the actions taken or proposed to be taken by any Credit Parties relating thereto, and (iii) upon request by the Administrative Agent, copies of any notifications or remittances or similar documents prepared and delivered to the trustee or custodian of any Pension Plan pursuant to section 56.1 of the *Pension Benefits Act* (Ontario) or similar applicable legislation in another jurisdiction;

(j) upon request by the Administrative Agent, a copy of an insurance certificate summarizing the insurance coverages of the Group Parties, in form and substance reasonably satisfactory to the Administrative Agent, and upon renewal of any insurance policy, a copy of an insurance certificate summarizing the terms of such policy, and upon request by the Administrative Agent, copies of the applicable policies;

(k) on or before the 60th day after each Fiscal Year end, an annual budget of the Borrower (consolidating on the basis of principal lines of business of the Borrower and its Subsidiaries), approved by the Board of Directors of the Borrower, setting forth in reasonable detail and on a monthly basis the projected Consolidated revenues and expenses of the Borrower for the following Fiscal Year, it being recognized by the Lenders that projections as to future results are not to be viewed as fact and that the actual results for the period or periods covered by such projections may differ from the projected results; provided that each such annual budget shall show liquidity (which shall include undrawn availability under the Revolving Credit) that is satisfactory to the Required Lenders, acting reasonably;

(l) concurrently with any delivery of financial statements under Section 5.1(1)(a) or (b), a certificate of a Responsible Officer of the Borrower identifying (i) any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 5.1(1)(a) and specifying the effect of such change on the financial statements accompanying such certificate, (ii) all Subsidiaries and indicating, for each such Subsidiary, whether such Subsidiary is a Material Subsidiary and whether any Subsidiary was formed or acquired since the end of the previous Fiscal Quarter, (iii) any entry into a Material Contract or any entry into, material amendment to, termination of, or material default under, any collective bargaining agreement, (iv) any interest in real property or improvements thereto with a value exceeding Cdn$1,000,000 that have been acquired by any Credit Party since the end of the previous Fiscal Quarter, (v) any changes of the type described in Section 5.1(12)) that have not been previously reported by the Borrower, and (vi) any Permitted Acquisitions that have been consummated since the end of the previous Fiscal Quarter, including the date on which each such Permitted Acquisition was consummated and the consideration therefor;

(m) promptly after receipt thereof by the Borrower or any Subsidiary, copies of each notice or other correspondence received from the Ontario Securities Commission (or any comparable agency in any other applicable jurisdiction) concerning any investigation or possible investigation or other inquiry by the Ontario Securities Commission or such other

agency regarding financial or other operational results of the Borrower or any Subsidiary thereof;

(n) concurrently with the delivery of the financial statements under Section 5.1(1)(a) or (b), a supplement to any Schedule hereto, or any representation herein or in any other Loan Document, with respect to any matter hereafter arising that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in such Schedule or as an exception to such representation or that is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein); provided that (i) no such supplement to any such Schedule or representation shall amend, supplement or otherwise modify any Schedule or representation, or be or be deemed a waiver of any Default or Event of Default resulting from the matters disclosed therein, except as consented to by the Administrative Agent and the Required Lenders in writing, and (ii) no supplement shall be required or permitted as to representations and warranties that relate solely to the Closing Date;

(o) as soon as available and in any event within 30 days of each calendar month end, a Monthly Report for the most recently completed calendar month;

(p) as soon as available and in any event within 90 days after the end of each Fiscal Year, a Life of Mine Plan for the Projects, as approved by the board of directors of the Borrower, together with copies of any material change thereto as soon as reasonably practicable thereafter;

(q) concurrent with the deliveries pursuant to Section 5.1(1)(a) or (b):

(i) notice of any new Project Authorization or any amendment, revision, reissuance or replacement of any existing Project Authorization, in each case since the end of the most recent Fiscal Quarter;

(ii) notice of the acquisition of any Project Mining Right or any other any expansion of a Project beyond the Project Real Property, in each case since the end of the previous Fiscal Quarter; and

(iii) a copy of any material reports or studies relating to any Project which are delivered to any Credit Party by or on behalf of any third-party consultant or contractor since the end of the previous Fiscal Quarter, including any new Technical Reports or updated mineral reserve and mineral resource estimates produced that pertain to the Project Real Property;

(r) promptly provide to the Administrative Agent a copy of:

(i) any stoppage of, or disruption to, mining or production activities at a Project (except any stoppage or disruption which relates to planned maintenance of any Project Asset) which continues for a period of more than ten consecutive days, together with details of the reasons for such occurrence and the efforts being made to end such stoppage or disruption;

(ii) any Aboriginal Claim instituted or to the knowledge of any Credit Party, threatened against any Project;

(iii) any document sent by it to any Governmental Authority which states or indicates, with respect to any Project or Project Asset, that a Credit Party is in breach of any Environmental Law or that a Release exists on, or emanates from, any Project or Project Asset; or

(iv) any enforcement or prosecution notice issued to a Credit Party by a Governmental Authority pursuant to any Environmental Law with respect to any Project or Project Asset; and

(s) promptly provide to the Administrative Agent a copy of any notice or other correspondence received from *the Ministre de l'environnement et de la lute contre les changements climatiques* with respect to the assignment of the Lease No. 2007-009 dated January 22, 2008 between Mines D'Or Wesdome Inc. and le Ministre du développement durable, de l'environnement et des Parcs.

(2) *Existence; Conduct of Business*. The Borrower shall, and shall cause each other Group Party to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence (subject only to Section 6.1(3)), and except to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect, obtain, preserve, renew and keep in full force and effect any and all rights, licenses, permits, privileges and franchises material to the conduct of its business.

(3) *Payment of Obligations*. The Borrower shall, and shall cause each other Group Party to, pay its obligations, including Tax liabilities, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (b) the Borrower or such Group Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

(4) *Books and Records; Inspection Rights*. The Borrower shall, and shall cause each other Group Party to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities.

(5) *Compliance with Laws*. The Borrower shall, and shall cause each Group Party to, comply with all Laws and orders of any Governmental Authority applicable to it or its property and with all of its material contractual obligations, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Borrower shall, and shall cause each other Group Party and its and their respective directors, officers, employees and Relevant Agents to, comply with all Anti-Corruption Laws and Sanctions.

(6) *Use of Proceeds and Letters of Credit*. The proceeds of the Loans shall be used to repay existing Indebtedness of the Borrower and for working capital and other general corporate purposes of the Borrower and the other Group Parties.

(7) *Further Assurances*.

(a) The Borrower shall, and shall cause each other Credit Party to, cure promptly any defects in the execution and delivery of the Loan Documents, including this Agreement. Upon request, the Borrower shall, at its expense, as promptly as practical, execute and deliver to the Administrative Agent, all such other and further documents, agreements and instruments (and cause each other Group Party to take such action) in compliance with or performance of the covenants and agreements of the Borrower or any other Group Party in any of the Loan Documents, including this Agreement, or to further evidence and more

fully describe the Collateral, or to correct any omissions in any of the Loan Documents, or more fully to state the security obligations set out herein or in any of the Loan Documents, or to perfect, protect or preserve any Liens created pursuant to any of the Loan Documents, or to make any recordings, to file any notices, or obtain any consents, all as may be necessary or appropriate in connection therewith, in the judgment of the Administrative Agent, acting reasonably.

(b) The Borrower shall, and shall cause each of the other Credit Parties to, perform and satisfy to the satisfaction of the Administrative Agent and its counsel each of the requirements (the "**Post-Closing Requirements**") listed in Schedule 5.1(7) on or before the date by which such Post-Closing Requirement is to be required to be performed pursuant thereto. For greater certainty, the Borrower acknowledges and agrees that the Post-Closing Requirements expressly include the obligation of the Borrower to, and to cause each of the other Credit Parties to, co-operate fully and promptly with the Administrative Agent and its counsel with respect to the completion of each of the Post-Closing Requirements and the provision of all information, documents, matters and things as the Administrative Agent or its counsel, acting reasonably, may deem necessary or advisable (i) to determine what actions must be taken to fulfil each of the Post-Closing Requirements, (ii) to complete and fulfil each of the Post-Closing Requirements, and (iii) to confirm and assess whether all actions necessary to fulfil each of the Post-Closing Requirements have been taken. The Administrative Agent, by instrument in writing and without any consent from any of the Lenders, may, in its sole and absolute discretion, extend any deadline for completion of a Post-Closing Requirement if the Administrative Agent, acting in good faith, believes that the extension will enable the Borrower and the Credit Parties to comply with such Post-Closing Requirement and such extension will not have a material adverse effect upon the Lenders.

(8) *Insurance*.

(a) The Borrower shall, and shall cause each other Credit Party to, maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to their respective properties and business against such liabilities, casualties, risks and contingencies and in such types (including business interruption insurance and flood insurance) and amounts and with deductibles as are customary in the case of Persons engaged in the same or similar businesses and similarly situated and in accordance with any requirement of any Governmental Authority.

(b) In the case of any fire, accident or other casualty causing loss or damage to any property of any Credit Party used in generating cash flow or required by applicable Law, all proceeds of such policies shall be used to promptly repair or replace any such damaged property.

(c) The Borrower shall obtain endorsements to the policies pertaining to all physical properties in which the Administrative Agent shall have a Lien under the Loan Documents, naming the Administrative Agent as an additional insured (with respect to liability insurance only) and a loss payee and containing (i) provisions that such policies will not be cancelled without 30 days prior written notice having been given by the insurance company to the Administrative Agent, and (ii) a standard non contributory "mortgagee", "lender" or "secured party" clause, as well as such other provisions as the Administrative Agent may require to fully protect the Administrative Agent's interest in the Collateral and to any payments to be made under such policies. All original policies or true copies thereof are to be delivered to the Administrative Agent, premium prepaid.

(d) In the event the Borrower fails to provide the Administrative Agent with timely evidence, acceptable to the Administrative Agent, of the maintenance of insurance coverage required pursuant to Section 5.1(8), or in the event that any Credit Party fails to maintain such insurance, the Administrative Agent may purchase or otherwise arrange for such insurance, but at the Borrower's expense and without any responsibility on the Administrative Agent's part for: (i) obtaining the insurance; (ii) the solvency of the insurance companies; (iii) the adequacy of the coverage; or (iv) the collection of claims. The insurance acquired by the Administrative Agent may, but need not, protect any Credit Party's interest in the Collateral, and therefore such insurance may not pay claims which a Credit Party may have with respect to the Collateral or pay any claim which may be made against a Credit Party in connection with the Collateral. In the event the Administrative Agent purchases, obtains or acquires insurance covering all or any portion of the Collateral, the Borrower shall be responsible for all of the applicable costs of such insurance, including premiums, interest (at the applicable interest rate for Loans set forth in Section 2.5), fees and any other charges with respect thereto, until the effective date of the cancellation or the expiration of such insurance. The Administrative Agent may charge all of such premiums, fees, costs, interest and other charges to the Borrower's Loan account. The Borrower hereby acknowledges that the costs of the premiums of any insurance acquired by the Administrative Agent may exceed the costs of insurance which the Borrower may be able to purchase on its own. In the event that the Administrative Agent purchases such insurance, the Administrative Agent shall promptly, and in any event within 15 days, notify the Borrower of said purchase.

(e) Upon the occurrence and continuance of an Event of Default (and without limiting any other rights of the Administrative Agent or the Lenders hereunder or under any other Loan Document), (i) the Administrative Agent shall, subject to the rights of any holders of Permitted Liens holding claims senior to the Administrative Agent, have the sole right, in the name of the Administrative Agent or any applicable Credit Party, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies, and (ii) all insurance proceeds in respect of any Collateral shall be paid to the Administrative Agent.

(9) *Operation and Maintenance of Property*. The Borrower shall, and shall cause each other Group Party to, manage and operate its business or cause its business to be managed and operated (a) in accordance with prudent industry practice in all material respects and in compliance in all material respects with the terms and provisions of all applicable licenses, leases, contracts and agreements, and (b) in compliance with all applicable Laws of the jurisdiction in which such businesses are carried on, and all applicable Laws of every other Governmental Authority from time to time constituted to regulate the ownership, management and operation of such businesses, except where a failure to so manage and operate would not have a Material Adverse Effect.

(10) *Security Package*.

(a) *Credit Party Guarantee*. The Borrower shall, and shall cause each present and future Material Subsidiary to, enter into, or accede to, the Credit Party Guarantee, such that such Person guarantees in favour of the Administrative Agent, for the benefit of the Secured Parties, all Secured Liabilities of the Credit Parties. The obligation of a Person to accede

to the Credit Party Guarantee shall arise as soon as reasonably practicable after such Person becomes a Material Subsidiary.

(b) *Liens*. Subject to those Liens which are to be registered after the Closing Date pursuant to Sections 4.2(3) and 5.1(7)(b), the Borrower shall, and shall cause each present and future Credit Party to, provide at all times in favour of the Administrative Agent, for the benefit of the Secured Parties, a first-priority Lien (subject only to Permitted Liens) over all present and future personal property and real property of such Credit Party (other than the Excluded Mining Rights) as security for its Secured Liabilities, together with such supporting materials as may be required to ensure the perfection or priority of such Lien. The obligation of a Credit Party to provide any such Lien shall arise as soon as is reasonably practicable following such Person (i) becoming a Credit Party, or (ii) acquiring assets, property or undertaking that are not already subject to a Lien in favour of the Administrative Agent.

(c) *Supporting Materials*. In connection with the execution and delivery of any Security Document pursuant to this Section 5.1(10), the Borrower shall, or shall cause the relevant other Credit Party to, deliver to the Administrative Agent such corporate resolutions, certificates, legal opinions and such other related documents as shall be reasonably requested by the Administrative Agent (including a consent from any minority shareholder) and consistent with the relevant forms and types thereof delivered on the Closing Date or as shall be otherwise reasonably acceptable to the Administrative Agent.

(d) *Unidentified Claims*. If at any time after the Closing Date any of the Unidentified Claims are transferred to a Credit Party, the Borrower shall promptly provide written notice to the Administrative Agent of such transfer and shall, within 30 days of such transfer, deliver to the Administrative Agent:

(i) evidence (in form and substance satisfactory to the Administrative Agent, acting reasonably) that such transfer has been completed and has been recorded with the Ontario land registry office;

(ii) supplements to the applicable Security Documents to reflect the transfer of such Unidentified Claims to the applicable Credit Parties and to grant the Administrative Agent a first-priority Lien (subject only to Permitted Liens) over such Unidentified Claims (the "**Unidentified Claim Supplements**");

(iii) evidence (in form and substance satisfactory to the Administrative Agent, acting reasonably) of the registration of the applicable Security Documents against such Unidentified Claims; and

(iv) an opinion with respect to the Unidentified Claim Supplements and the registration thereof against such Unidentified Claims, together with a title insurance policy in form and substance satisfactory to the Administrative Agent as to such Unidentified Claims.

(11) *Financial Covenants*. The Borrower shall:

(a) *Interest Coverage Ratio*. Maintain an Interest Coverage Ratio at all times of more than 4.00 to 1.00;

(b) *Total Leverage Ratio*. Maintain a Total Leverage Ratio at all times of less than 3.00 to 1.00; and

(c) *Capitalization Ratio*. Maintain a Capitalization Ratio at all times of less than 0.50:1.00.

(12) *Registrations*. Subject to those Liens which are to be registered after the Closing Date pursuant to Sections 4.2(3) and 5.1(7)(b), the Borrower shall record, file or register, at its own expense, applications for registration or financing statements (and continuation or financing change statements when applicable), and make any other registrations or filings, including where required, the registration of each of the Security Documents (collectively, "**Registrations**") with respect to the Collateral now existing and hereafter created or arising and the creation of Liens therein under and as contemplated by the Security Documents, meeting the requirements of applicable Law, in such manner and in such jurisdictions as are necessary or desirable to protect, perfect and maintain the protection and perfection of, such Liens, and to deliver a file stamped copy of each such Registration or other evidence of such Registration to the Administrative Agent on or prior to the Closing Date; provided that: (a) prior to an Event of Default, the Borrower and the other Credit Parties shall not be required to register the Security Documents against any Immaterial Mining Right in the Mining Lands Administration System operated by the Ministry of Energy, Northern Development and Mines; and (b) after the occurrence of an Event of Default, (i) the Borrower and the other Credit Parties shall immediately record, file or register, at its own expense, such recordings, filings or registrations in respect of the Security Documents against the Immaterial Mining Rights in the Mining Lands Administration System operated by the Ministry of Energy, Northern Development and Mines as may be requested by the Administrative Agent (in its sole discretion); and (ii) the Borrower and each other Credit Party hereby appoint the Administrative Agent and any officer or agent of the Administrative Agent, with full power of substitution, as such Credit Party's true and lawful attorney in fact with full power and authority in the place of such Credit Party and in the name of such Credit Party or in its own name, from time to time in the Administrative Agent's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to complete the recordings, filings or registrations contemplated by the preceding clause (b)(i), such powers are coupled with an interest and are irrevocable. If any Credit Party (A) makes any change in its name, jurisdiction or organization or corporate structure, (B) changes its place of domicile, registered head office or chief executive office, or (C) takes any other action, which in any such case would, under the applicable Law, require the amendment of any Registration recorded, registered and filed in accordance with the provisions hereof, the Borrower shall within 10 days after a change referred to in Section 5.1(12)(A) or prior to the taking of any action referred to in Section 5.1(12)(B) or (C), give the Administrative Agent notice of any such change or other action and shall promptly file such Registrations as may be necessary or desirable to continue the perfection of the Liens in the Collateral intended under the Security Documents. The Administrative Agent shall be under no obligation whatsoever to record, file or register any Registration, or to make any other recording, filing or registration in connection herewith.

(13) *Cash Management Procedures*. The Borrower shall, within 30 days following the Closing Date, transfer all of its bank accounts to the Administrative Agent, following which the Borrower shall not open or maintain any bank accounts with any other financial institutions.

(14) *Pension Plans.* The Borrower shall, and shall cause each other Group Party to, ensure that each Pension Plan is administered in material compliance with the terms of the applicable plan, the applicable funding agreement and any other documents governing the plan, and applicable Law. The Borrower shall, and shall cause each other Credit Party to, promptly provide the Administrative Agent with any documentation relating to any of the Pension Plans as the Administrative Agent may reasonably request. The Borrower shall, and shall cause its Subsidiaries to, notify the Administrative Agent within thirty (30) days of: (i) any material increase in the obligations or liabilities of any Group Party under any Pension Plan; or (ii) any Group Party assuming any obligation to sponsor, administer, participate in or

contribute to any Pension Plan in respect of which such Group Party did not previously have an obligation to sponsor, administer, participate in or contribute to, as applicable.

Projects

(15) *Conduct of Project*. The Borrower shall ensure that each Project is diligently constructed, developed, operated and maintained in accordance with (a) the Project Plan, (b) Good Industry Practice, and (c) in all material respects, applicable Law and all Authorizations applicable thereto.

(16) *Maintenance of Properties*. The Borrower shall, and shall cause each other Credit Party to keep and maintain all Project Assets in good working order and condition, ordinary wear and tear excepted, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(17) *Project Leases*. The Borrower shall, and shall cause each other Credit Party to, maintain such Project Leases as are necessary or advisable for the construction, development, operation or maintenance of the Projects in accordance with, and as contemplated by, the Life of Mine Plan in all material respects, and to that end timely and properly pay all rental and lease payments, advance payments and other amounts that may be due and payable thereunder.

(18) *Project Approvals*. The Borrower shall and shall cause each Credit Party to:

(a) upon request, produce to the Administrative Agent a copy of each Project Approval (other than Future Project Authorizations);

(b) ensure that at all times a Credit Party is the sole legal and beneficial owner of all Project Approvals;

(c) maintain as valid and in full force and effect each Project Approval (other than Future Project Authorizations) and, where applicable, procure the renewal thereof prior to its expiration;

(d) comply with the terms and conditions of each Project Approval and do all things required of a holder thereof by applicable Law;

(e) with due diligence and in a reasonable manner, enforce the materials rights granted to it under and in connection with each Project Approval;

(f) not dispose of or abandon any right, title or interest in any Project Approval (provided that nothing in this Agreement shall prohibit the disposition or abandonment of Project Mining Rights that are immaterial, not viable or otherwise not useful to a Project); and

(g) apply for and obtain each Future Project Authorization on or before such time as it shall be required by applicable Law as it pertains to a Project.

(19) *Project Taxes, etc.* The Borrower shall, and shall cause each Credit Party to, timely pay all Taxes, assessments, maintenance fees and other amounts required to be paid to maintain the Project Approvals. Specifically with respect to the Project Mining Rights, the Borrower shall, and shall cause each Credit Party to, timely and properly pay the annual mining claim maintenance or rental fees, and shall execute and record or file, as applicable, proof of payment of the annual mining claim maintenance or rental fees and of the applicable Credit Party's intention to hold the Project Mining Rights and any future Mining

Rights with respect to a Project. The Borrower shall, and shall cause each Credit Party to, pay such fees and complete such filings and recording as are required under applicable Law not less than thirty (30) days before the time required for completion of such acts, and shall deliver to the Administrative Agent proof of performance of such acts not less than fifteen (15) days before the time required for performance of such acts. The Administrative Agent shall have the right to make payments of maintenance fees on behalf of the Credit Parties if not paid as provided above and to treat such amounts as Secured Liabilities for which the Credit Parties are liable under this Agreement and the other Loan Documents.

(20) *Environmental and Social Compliance*. The Borrower shall, and shall cause each Credit Party to:

(a) comply in all material respects with all Environmental and Social Laws and Standards; and

(b) implement procedures to monitor compliance with and to prevent liability under any Environmental and Social Law and Standards.

(21) *Inspections*. The Borrower shall, and shall cause each other Credit Party to, up to once per Fiscal Year per Project (provided that such limitation shall not apply during the continuance of an Event of Default), permit any representatives designated by the Administrative Agent, upon reasonable prior notice and during normal business hours, to visit and inspect such Project, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as the Administrative Agent and the Lenders may reasonably request. In addition, the Lenders and their appointed representatives shall be entitled to conduct technical reviews of the Projects upon reasonable notice and during business hours, at the Lenders' own cost and expense, provided however that the Borrower agrees to pay the cost of any such technical review conducted during the continuance of a Default or Event of Default.

ARTICLE 6
NEGATIVE COVENANTS

6.1 Negative Covenants.

From (and including) the Closing Date until the Termination Date, the Borrower covenants and agrees with the Lenders as follows:

(1) *Indebtedness*. The Borrower shall not, and shall not permit any other Group Party to, create, incur, assume or permit to exist any Indebtedness other than Permitted Indebtedness.

(2) *Liens*. The Borrower shall not, and shall not permit any other Group Party to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by the Borrower or any other Group Party except Permitted Liens.

(3) *Corporate Changes*. The Borrower shall not, and shall not permit any other Group Party to, merge into or amalgamate or consolidate with any other Person, or permit any other Person to merge into or amalgamate or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing:

(a) any Credit Party may merge into, amalgamate or consolidate with any other Credit Party and any Non-Credit Party Subsidiary may merge into, amalgamate or consolidate with any other Non-Credit Party Subsidiary; and

(b) any Guarantor (other than the Borrower) may liquidate or dissolve if it is a Wholly-Owned Subsidiary of another Credit Party and all of its property passes to such Credit Party,

provided that any transaction pursuant to Section 6.1(3)(a) shall not be permitted unless the merged, amalgamated or continuing corporation provides written confirmation satisfactory to the Administrative Agent, acting reasonably, that it is liable for the obligations of the relevant Credit Party under the Loan Documents.

(4) *Permitted Business*. The Borrower shall not, and shall not permit any other Group Party to, engage to any material extent in any material business other than the Business.

(5) *Asset Dispositions*. The Borrower shall not, and shall not permit any other Group Party to, make any Asset Disposition; provided that the Borrower or any other Group Party may, so long as no Default or Event of Default has occurred and is continuing, in any Fiscal Year make any Asset Disposition if the Fair Market Value of the property or assets sold, leased, licensed, transferred, assigned or otherwise disposed of pursuant to such Asset Disposition, together with the aggregate Fair Market Value of the property and assets sold, leased, licensed, transferred, assigned or other disposed of by the Borrower and the other Group Parties pursuant to all Asset Dispositions during such Fiscal Year, does not, in the aggregate, exceed Cdn.$500,000.

(6) *Investments*. The Borrower shall not, and shall not permit any other Group Party to, make or permit to exist any Investment other than Permitted Investments.

(7) *Acquisitions*. The Borrower shall not, and shall not permit any other Group Party to, make or enter into any Acquisition other than Permitted Acquisitions.

(8) *Hedge Arrangements*. The Borrower shall not, and shall not permit any other Group Party to, enter into any Hedge Arrangement, except:

(a) Hedge Arrangements entered into in order to hedge or mitigate risks to which any Group Party has actual exposure (other than those in respect of Equity Securities); or

(b) Hedge Arrangements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of any Group Party,

provided that, the amount of gold hedged (i) for the Primary Hedging Period shall not exceed 75% of forecast production of Saleable Product for such period, and (ii) for the Secondary Hedging Period shall not exceed 50% of the forecast production of Saleable Product for such period, in each case as set out in the most recent Life of Mine Plan.

(9) *Restricted Payments*. The Borrower shall not, and shall not permit any other Group Party to, declare, pay or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except that, so long as no Default or Event of Default is continuing or would be caused thereby:

(a) the Borrower may declare and pay any dividend, distribution or return of capital with respect to its Equity Securities payable solely in additional Equity Securities;

(b) a Group Party may make a Restricted Payment to a Credit Party;

(c) a Non-Credit Party Subsidiary may make a Restricted Payment to a Non-Credit Party Subsidiary;

(d) a Credit Party may declare and pay any dividend, distribution or return of capital with respect to its Equity Securities to any other Credit Party;

(e) a Credit Party (other than the Borrower) may purchase, redeem, retire or acquire any of its Equity Securities or any warrants, options or similar rights with respect to its Equity Securities from a Credit Party; and

(f) any Credit Party may make payments pursuant to and in accordance with its customary health and benefit plans and pension contribution plan, provided that the aggregate amount of such payments made by the Credit Parties in any Fiscal Year shall not exceed Cdn.$5,000,000.

(10) *Transactions with Affiliates*. The Borrower shall not, and shall not permit any other Group Party to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of their Affiliates, except:

(a) in the ordinary course of business at prices and on terms and conditions not less favourable to the Borrower or such other Group Party than could be obtained on an arm's-length basis from unrelated third parties;

(b) transactions between or among Group Parties not involving any of their other Affiliates; and

(c) any Indebtedness, Investment or Restricted Payment permitted hereunder.

(11) *Restrictive Agreements*. The Borrower shall not, and shall not permit any other Credit Party to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon:

(a) the ability of any Credit Party to create, incur or permit to exist any Lien upon any of its property or assets;

(b) the ability of any Credit Party to pay dividends or other distributions with respect to any Equity Securities or with respect to, or measured by, its profits or to repay loans or advances to any other Credit Party or to provide a Guarantee of any Indebtedness of any other Credit Party;

(c) the ability of any Credit Party to make any loan or advance to any other Credit Party; or

(d) the ability of any Credit Party to sell, lease or transfer any of its property to any other Credit Party;

provided that (i) Section 6.1(11) (a)-(d) shall not apply to restrictions and conditions imposed by Law or by any Loan Document, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.1(11) (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending

such sale, provided such restrictions and condition apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iv) Section 6.1(11)(a) shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, and (v) Section 6.1(11)(a) shall not apply to customary provisions in leases and other ordinary course contracts restricting the assignment thereof.

(12) *Sales and Leasebacks*. The Borrower shall not, and shall not permit any other Group Party to, enter into any arrangement, directly or indirectly, with any Person whereby the Borrower or any such other Group Party shall sell or transfer any property, whether now owned or hereafter acquired, and whereby the Borrower or any such other Group Party shall then or thereafter rent or lease as lessee such property or any part thereof or other property which the Borrower or any such other Group Party intends to use for substantially the same purpose or purposes as the property sold or transferred.

(13) *Pension Plan Compliance*. The Borrower shall not, and shall not permit any other Group Party to, (a) terminate or wind-up or take any other action with respect to any Pension Plan which could reasonably be expected to result in any material liability of any Group Party, (b) fail to make full payment when due of all amounts which, under the terms of any Pension Plan or applicable Law, the Group Party is required to pay as contributions or premiums thereto, (c) establish, sponsor, administer, contribute to, participate in, or assume any liability (including any contingent liability) under any Defined Benefit Plan, or (d) acquire an interest in any Person if such Person sponsors, maintains or contributes to any Defined Benefit Plan.

(14) *Sale or Discount of Receivables*. The Borrower shall not, and shall not permit any other Group Party to, discount or sell (with or without recourse), any of its income or revenues, including any Receivables, or rights in respect thereof.

(15) *Unconditional Purchase Obligations*. The Borrower shall not, and shall not permit any other Group Party to, enter into or be a party to, any material contract for the purchase of materials, supplies or other property or services if such contract requires that payment be made by the Borrower or any such other Group Party regardless of whether or not delivery of such materials, supplies or other property or services is ever made, except any such contract for the purchase of electrical power entered into by the Borrower or any such other Group Party in the ordinary course of its business.

(16) *Capital Expenditures*. The Borrower shall not, and shall not permit any other Group Party to, make Capital Expenditures in any period on a Consolidated basis which exceed by more than 10% the Capital Expenditures projected for such period in the Life of Mine Plan.

(17) *Issuance of Shares*. The Borrower shall not, and shall not permit any other Group Party to, authorize or issue:

(a) any Equity Securities (other than Equity Securities of the Borrower) to any Person other than another Credit Party; or

(b) any preferred shares or other Equity Securities having a mandatory redemption right existing with regard thereto which could become operative on or before the Termination Date.

The Borrower shall not, and shall not permit any other Group Party to, own, hold or control Equity Securities of any Subsidiary unless it is a Wholly-Owned Subsidiary of one or more Group Parties.

(18) *No Amendments to Constating Documents, etc*. The Borrower shall not, and shall not permit any other Credit Party to, amend, its constating documents, by-laws, partnership agreement or operating agreement, as applicable, in a manner that would adversely affect the Administrative Agent or the Lenders or such Credit Party's duty or ability to repay the Secured Liabilities.

(19) *No Amendments to Material Contracts*. The Borrower shall not, and shall not permit any other Credit Party to amend, modify, allow to expire, fail to exercise any renewal right or terminate (or waive any provision of or provide any consent under) any Material Contract in a manner which may reasonably be expected to have a Material Adverse Effect.

(20) *Cash Management*. Subject to Section 5.1(13), the Borrower shall not, and shall not permit any other Credit Party to: (a) open or maintain any bank or deposit account with any Person that is not a Lender, unless such Person, the applicable Credit Party and the Administrative Agent enter into a blocked account agreement, account control agreement or similar agreement in form and substance satisfactory to the Administrative Agent; or (b) enter into a blocked account agreement, account control agreement or similar agreement in favour of any bank or financial institution other than the Administrative Agent.

(21) *Use of Proceeds*. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that each other Group Party and its and their respective directors, officers, employees and Relevant Agents shall not use, the proceeds of any Borrowing or Letter of Credit:

(a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws;

(b) for the purpose of funding, financing or facilitating any prohibited activities, business or transaction of or with any Sanctioned Person; or

(c) in any other manner that would result in the violation of any Sanctions.

(22) *Bankruptcy Proceedings*. The Borrower shall ensure that, following the occurrence of an Event of Default under either of Sections 7.1(g) or (h), no Group Party shall (i) oppose any steps taken by the Administrative Agent or the Lenders to initiate any liquidation, winding-up, reorganization (in each case, other than as specifically permitted hereunder), arrangement, adjustment, protection, relief or composition of such Group Party or such Group Party's debts under any applicable Law relating to bankruptcy, insolvency, reorganization, incorporation law or relief of debtors including any plan of compromise or arrangement or other similar corporate proceeding involving or affecting its creditors, or (ii) oppose any motion brought by the Administrative Agent or the Lenders to lift any stay of proceedings for that purpose.

Projects

(23) *Project Operation*. The Borrower shall not, and shall not permit any other Credit Party to, change the purpose, nature or scope of any Project from that described in the Life of Mine Plan.

(24) *Plans*. The Borrower shall not, and shall not permit any other Credit Party to, amend or otherwise modify in any material respect the Project Plan or any Corrective Action Plan without the prior consent of the Required Lenders.

(25) *Project Assets*. No Person shall have any right, title or interest in Project Assets (other than Permitted Liens and, with respect to the property subject to the Project Leases, the respective Lessors) other than Credit Parties.

(26) *Reserve Maintenance*. The Borrower shall not, at any time, permit the aggregate Proven and Probable Reserves of the Projects to be less than 300,000 ounces of gold.

(27) *Royalties*. Except for Permitted Royalties, the Borrower will not, and will not allow any Group Party to, create or suffer to exist any royalty, overriding royalty, production payment or other interest with respect to the Projects. The Borrower shall not, and shall not permit any other Group Party to amend or modify any Existing Royalty Agreement in any manner that increases or accelerates (or may potentially increase or accelerate) its liabilities thereunder.

ARTICLE 7
EVENTS OF DEFAULT

7.1 Events of Default.

If any of the following events ("**Events of Default**") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or any Reimbursement Obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Credit Party shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 7.1(a)) payable under any Loan Document, when and as the same shall become due and payable and such failure shall continue unremedied for a period of three Business Days;

(c) any representation or warranty made or deemed made by or on behalf of any Group Party in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed to be made;

(d) any Group Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.1(1)(g)(i) (notice of Default or Event of Default), Section 5.1(2) (Existence; Conduct of Business), Section 5.1(6) (Use of Proceeds and Letters of Credit), Section 5.1(11) (Financial Covenants) or in Article 6 (or in any comparable provision of any other Loan Document);

(e) any Group Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 7.1(a), (b) or (d)) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after the earlier of (i) knowledge thereof by any Group Party, or (ii) notice thereof from the Administrative Agent to the Borrower (which notice shall be given at the request of any Lender);

(f) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice,

the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, unless, in any such case, the holder of such Material Indebtedness has waived any such event or condition such that such Material Indebtedness is no longer payable, or capable of becoming payable, prior to its scheduled maturity; provided that this Section 7.1(f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness so long as the proceeds of such sale or transfer are sufficient to, and are applied to, reduce such secured Indebtedness to nil;

(g) any Group Party:

(i) admits in writing that it is insolvent or unable to pay its liabilities as they generally become due;

(ii) commits an act of bankruptcy under the BIA, files a voluntary assignment in bankruptcy under the BIA, makes a proposal (or files a notice of its intention to do so) under the BIA or seeks any other relieve in respect of itself under the BIA;

(iii) institutes any proceedings seeking relief in respect of itself under the CCAA;

(iv) institutes any proceeding seeking relief in respect of itself under the WURA

(v) in addition to the forgoing, institutes any other proceeding seeking: (a) to adjudicate itself an insolvent person or a bankrupt; (b) to liquidate, dissolve or wind-up its business or assets; (c) to compromise, arrange, adjust or declare a moratorium in respect of the payment of, its debts; (d) to stay the rights of creditors generally (or any class of creditors); (e) any other relief in respect of itself under any federal, provincial or foreign applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, receivership, restructuring of business, assets or debt, reorganization of business, assets or debt or protection of debtors from their creditors (such applicable Law includes any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt); or (f) any other relief which provides for plans or schemes of reorganization, plans or schemes of arrangement or plans or schemes of compromise, in respect of itself, to be submitted or presented to creditors (or any class of creditors);

(vi) applies for the appointment of, or has a receiver (either court or privately appointed), interim receiver, receiver/manager (either court or privately appointed), sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official appointed in respect of it, or any substantial part of its property; or

(vii) threatens in writing to do any of the foregoing or takes any action in furtherance of any of the foregoing;

(h) any petition is filed, application made or other proceeding instituted against or in respect of any Group Party:

(i) seeking to adjudicate it an insolvent person;

(ii) seeking a bankruptcy order against it under the BIA;

(iii) seeking to institute proceedings against it under the CCAA;

(iv) seeking to institute proceedings against it under the WURA;

(v) seeking, in addition to the forgoing: (a) to adjudicate it an insolvent person or a bankrupt; (b) to liquidate, dissolve or wind-up its business or assets; (c) to compromise, arrange, adjust or declare a moratorium in respect of the payment of, its debts; (d) to stay the rights of creditors generally (or any class of creditors); (e) any other relief in respect of it under any federal, provincial or foreign applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, receivership, restructuring of business, assets or debt, reorganization of business, assets or debt, or protection of debtors from their creditors (such applicable Law includes any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt); or (f) any other relief which provides plans or schemes of reorganization, plans or schemes of arrangement or plans or schemes of compromise in respect of it, to be submitted or presented to creditors (or any class of creditors); or

(vi) seeking the issuance of an order for the appointment of a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official in respect of it or any substantial part of its property,

and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 30 days after the institution thereof, provided that: (a) if the Group Party fails to contest such petition, application or proceeding the 30 day grace period shall cease to apply; (b) if an order, decree or judgment is issued (whether or not entered or subject to appeal) against the Group Party thereunder within the 30 day period, such grace period will cease to apply, and (c) if the Group Party files an answer or other responding materials admitting the material allegations of a petition, application or other proceeding filed against it, such grace period will cease to apply;

(i) any other event occurs which, under the Laws of any applicable jurisdiction, has an effect equivalent to any of the events referred to in either of Sections 7.1(g) or (h);

(j) one or more judgments for the payment of money in a cumulative amount in excess of Cdn.$1,000,000 (or its then equivalent in any other currency) in the aggregate is rendered against any one or more of the Group Parties and they have not (i) provided for its discharge in accordance with its terms within 30 days from the date of entry thereof, or (ii) procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment has not been stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal,

provided that if enforcement or realization proceedings are lawfully commenced in respect thereof in the interim, such grace period shall cease to apply;

(k) any property of any Group Party having a Fair Market Value in excess of Cdn.$1,000,000 (or its then equivalent in any other currency) in the aggregate is seized (including by way of execution, attachment, garnishment, levy or distraint), or any Lien thereon securing Indebtedness in excess of Cdn.$1,000,000 (or its then equivalent in any other currency) is enforced, or such property has become subject to any charging order or equitable execution of a Governmental Authority, or any writ of execution or distress warrant exists in respect of any Group Party or the property of any of them, or any sheriff or other Person becomes lawfully entitled by operation of law or otherwise to seize or distrain upon such property and in any case such seizure, enforcement, execution, attachment, garnishment, distraint, charging order or equitable execution, or other seizure or right, continues in effect and is not released or discharged for more than 30 days or such longer period during which entitlement to the use of such property continues with the such Group Party, and such Group Party is contesting the same in good faith and by appropriate proceedings, provided that if the property is removed from the use of such Group Party, or is sold, in the interim, such grace period shall cease to apply;

(l) one or more final judgments, not involving the payment of money and not otherwise specified in this Section 7.1(l), has been rendered against any Group Party, the result of which could reasonably be expected to result in a Material Adverse Effect, so long as such Group Party has not (i) provided for its discharge in accordance with its terms within 30 days from the date of entry thereof, or (ii) procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment has been stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal, provided that if enforcement or realization proceedings are lawfully commenced in respect thereof in the interim, such grace period shall cease to apply;

(m) this Agreement, any other Loan Document or any material obligation or other provision hereof or thereof at any time for any reason terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of any Credit Party, is declared to be void or voidable or is repudiated, or the validity, binding effect, legality or enforceability hereof or thereof is at any time contested by any Credit Party, or any Credit Party denies that it has any or any further liability or obligation hereunder or thereunder or any action or proceeding is commenced to enjoin or restrain the performance or observance by any Credit Party of any material terms hereof or thereof or to question the validity or enforceability hereof or thereof, or at any time it is unlawful or impossible for any Credit Party to perform any of its material obligations hereunder or thereunder;

(n) any Lien purported to be created by any Security Document shall not be or cease to be, or shall be asserted by any Credit Party not to be, a valid, perfected, first priority (except as otherwise expressly provided in this Agreement or such Security Document) Lien in Collateral with a Fair Market Value or book value (whichever is greater) in excess, individually or in the aggregate, of Cdn.$1,000,000, except to the extent that any such loss of perfection or priority results from the failure of the Administrative Agent to maintain possession of certificates representing securities pledged under the Loan Documents or otherwise take any action within its control (including the filing of financing change statements to renew any financing statement filed under applicable personal property security laws);

(o) a Material Adverse Change shall occur;

(p) a Change of Control shall occur;

(q) the occurrence of an "Event of Default", "Termination Event" or any other event specified in a Secured Hedge Arrangement that entitles the Secured Hedge Counterparty thereto to cause its early termination in accordance with the terms thereof;

Projects

(r) a Credit Party shall abandon or otherwise lose, whether voluntarily or involuntarily, all or any material portion of its interest in a Project or any Project Asset or surrender, cancel or release, or suffer any termination or cancellation of any of its material rights, right or interest in a Project or any Project Asset;

(s) any Governmental Authority:

(i) condemns, nationalises, seizes or otherwise expropriates all or any material portion of the Projects or Project Assets; or

(ii) assumes custody or control of all or any material portion of the Project or Project Assets;

(t) there shall be a suspension of operation of a Project or the sale of Saleable Product for a period of thirty (30) days or on the resumption of operation of a Project or the sale of Saleable Product following any suspension, there shall be a further suspension of operation of a Project or the purchase of Saleable Product during a period of fifteen (15) days following such resumption; or

(u) any Person other than a Credit Party shall acquire Mining Rights in respect of all or any material portion of any Project Real Property,

then, (A) and in every such event other than those described in (B), and at any time thereafter during the continuance of such event or any other such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (x) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (y) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind except as set out earlier in this paragraph, all of which are hereby waived by the Borrower, and (B) in the case of any event with respect to the Borrower described in Section 7.1(g), (h) or (i), the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, and LC Cover for any outstanding Letters of Credit, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE 8
THE ADMINISTRATIVE AGENT

8.1 Appointment of Administrative Agent.

Each Lender hereby designates National Bank of Canada as Administrative Agent to act as herein specified and as specified in the other Loan Documents. Each Lender hereby irrevocably authorizes the Administrative Agent to take such action on its behalf under the provisions of the Loan Documents and to exercise such powers and to perform such duties thereunder as are specifically delegated to or required of the Administrative Agent by the terms thereof and such other powers as are reasonably incidental thereto. The Administrative Agent may perform any of its duties hereunder by or through its agents or employees. The provisions of this Article 8 are solely for the benefit of the Administrative Agent and the Lenders (including the Swingline Lender and the Issuing Bank), and neither the Borrower nor any other Credit Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" as used herein or in any other Loan Document (or any similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

8.2 Secured Parties.

(a) The Security Documents shall be in favour of the Administrative Agent for the benefit of the Secured Parties.

(b) the Secured Hedge Obligations shall be secured by the Liens granted under the Security Documents and rank *pari passu* with the obligations of the Borrower under this Agreement.

(c) the Secured Cash Management Obligations shall be secured by the Liens granted under the Security Documents and rank *pari passu* with the obligations of the Borrower under this Agreement.

(d) Notwithstanding such common security and prior to the Lender Termination Date, all decisions regarding the administration and enforcement of the Security Documents shall be made by the Administrative Agent and the Lenders alone, and no Secured Hedge Counterparty or Secured Cash Management Provider shall have any voting rights under this Agreement or any other right whatsoever to participate in the administration or enforcement of the Security Documents. For the avoidance of doubt but without limitation, prior to the Lender Termination Date any or all of the Security Documents or any rights contained therein may be amended or released by the Administrative Agent without the consent of any Secured Hedge Counterparty or Secured Cash Management Provider, in those capacities.

(e) Each Lender that is or becomes a Secured Hedge Counterparty or Secured Cash Management Provider shall be bound as such by virtue of its execution and delivery of this Credit Agreement or an Assignment and Assumption, as applicable, notwithstanding that such capacity as Secured Hedge Counterparty or Secured Cash Management Provider may not be identified on its signature line. Each Lender shall cause its Related Non-Party Beneficiaries to comply with the terms and conditions of the Loan Documents applicable to them and pay and perform their debts, liabilities and obligations thereunder.

8.3 Limitation of Duties of Administrative Agent.

The Administrative Agent shall have no duties or responsibilities except those expressly set out with respect to the Administrative Agent in this Agreement and as specified in the other Loan Documents. None of the Administrative Agent, nor any of its Related Parties shall be liable for any action taken or omitted by it as such hereunder or in connection herewith, unless caused by its or their gross negligence or willful misconduct. The duties of the Administrative Agent shall be mechanical and administrative in nature; the Administrative Agent shall not have, by reason of this Agreement or the other Loan Documents, a fiduciary relationship in respect of any Secured Party. Nothing in this Agreement or the other Loan Documents, expressed or implied, is intended to or shall be so construed as to impose upon the Administrative Agent any obligations in respect of this Agreement except as expressly set out herein. The Administrative Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to this Agreement or the other Loan Documents unless it is requested in writing to do so by the Required Lenders.

8.4 Lack of Reliance on the Administrative Agent.

(1) *Independent Investigation*. Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and letters of credit and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business. Independently, and without reliance upon the Administrative Agent, each Lender, to the extent it deems appropriate, has made and shall continue to make (a) its own independent investigation of the financial condition and affairs of the Group Parties in connection with the taking or not taking of any action in connection herewith, and (b) its own appraisal of the creditworthiness of the Group Parties, and, except as expressly provided in this Agreement and the other Loan Documents, the Administrative Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the consummation of the Transactions or at any time or times thereafter.

(2) *Agents Not Responsible*. The Administrative Agent shall not be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, collectability, priority or sufficiency of this Agreement or the other Loan Documents or the financial condition of the Group Parties or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or the other Loan Documents, or the financial condition of the Group Parties, or the existence or possible existence of any Default or Event of Default.

8.5 Certain Rights of the Administrative Agent.

If the Administrative Agent shall request instructions from the Lenders or the Required Lenders (as the case may be) with respect to any act or action (including the failure to act) in connection with this Agreement or the other Loan Documents, the Administrative Agent shall be entitled to refrain from such act or taking such action unless and until the Administrative Agent shall have received written instructions from the Lenders or the Required Lenders, as applicable, and the Administrative Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting under this Agreement and the other Loan Documents in accordance with the instructions of the Required Lenders, or, to the extent required by Section 9.2, all of the Lenders.

8.6 Reliance by Administrative Agent.

The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or facsimile message, electronic mail, cablegram, radiogram, order or other documentary teletransmission, telephone message, Internet or intranet website posting or other distribution believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan or Borrowing that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

8.7 Indemnification of Administrative Agent.

To the extent the Administrative Agent is not reimbursed and indemnified by the Borrower, each Lender shall reimburse and indemnify the Administrative Agent, in proportion to its aggregate Applicable Percentage, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in performing its duties hereunder, in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable to the Administrative Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or willful misconduct.

8.8 The Administrative Agent in its Individual Capacity.

With respect to its obligations under this Agreement and the Loans made by it, National Bank of Canada, in its capacity as a Lender hereunder, shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not performing the duties, if any, specified herein; and the terms "**Lenders**", "**Required Lenders**", "**Lenders**", and any similar terms shall, unless the context clearly otherwise indicates, include National Bank of Canada in its capacity as a Lender hereunder. The Administrative Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust, financial advisory or other business with the Borrower or any Affiliate of the Borrower as if it were not performing the duties, if any, specified herein, and may accept fees and other consideration from the Borrower for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

8.9 May Treat Lender as Owner.

The Borrower, the Administrative Agent and the Issuing Bank may deem and treat each Lender as the owner of the Loans recorded on the Register maintained pursuant to Section 9.4(3) for all purposes hereof until a written notice of the assignment or transfer thereof shall have been filed with the Administrative Agent. Any request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of a Loan shall be conclusive and binding on any subsequent owner, transferee or assignee of such Loan.

8.10 Successor Administrative Agent.

(1) *Replacement of Administrative Agent*. The Administrative Agent may resign at any time by giving written notice thereof to the Lenders, the Issuing Bank and the Borrower. Upon any such resignation, the Required Lenders shall have the right, upon five Business Days' notice to the Borrower, to appoint a successor Administrative Agent (who shall not be a non-resident of Canada within the meaning of the Income Tax Act), subject to the approval of the Borrower, such approval not to be unreasonably withheld. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation of the retiring Administrative Agent, then, upon five Business Days' notice to the Borrower, the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent (subject to approval of the Borrower, such approval not to be unreasonably withheld), which shall be a financial institution organized under the laws of Canada having a combined capital and surplus of at least Cdn.$1,000,000,000 or having a parent company with combined capital and surplus of at least Cdn.$1,000,000,000.

(2) *Rights, Powers, etc*. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article 8 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

8.11 No Independent Legal Action.

Notwithstanding that any debt arising hereunder to a Lender shall be separate and independent debt, no Lender may take any independent legal action to enforce any obligation of the Borrower hereunder. Each Lender hereby acknowledges that, to the extent permitted by applicable Law, the Security Documents and the remedies provided thereunder to the Secured Parties are for the benefit of the Secured Parties collectively and acting together and not severally, and further acknowledges that each Secured Party's rights hereunder and under the Security Documents are to be exercised collectively, not severally, by the Administrative Agent upon the decision of the Required Lenders. Accordingly, notwithstanding any of the provisions contained herein or in the Security Documents, each of the Lenders hereby covenants and agrees that it and its Related Non-Party Beneficiaries shall not be entitled to take any action hereunder or thereunder, including any declaration of default hereunder or thereunder, but that any such action shall be taken only by the Administrative Agent with the prior written agreement of the Required Lenders, provided that, notwithstanding the foregoing, in the absence of instructions from the Lenders (or the Required Lenders) and where in the sole opinion of the Administrative Agent the exigencies of the situation so warrant such action, the Administrative Agent may without notice to or consent of the Lenders (or the Required Lenders) take such action on behalf of the Secured Parties as it deems appropriate or desirable in the interests of the Secured Parties. Each Lender hereby further covenants and agrees that upon any such written consent being given by the Required Lenders (or, to the extent required by Section 9.2, the Lenders), it and its Related Non-Party Beneficiaries shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent, and each Lender further covenants and agrees that all proceeds from the realization of the Security Documents, to the extent permitted by applicable Law, are held for the benefit of all of the Secured Parties and shall be shared among them in accordance with this Agreement, and each Lender acknowledges that all costs of any such realization (including all amounts for which the Administrative Agent is required to be indemnified under the provisions hereof) shall be shared among the Lenders in accordance with this Agreement. Each Lender covenants and agrees to do, and to cause its Related Non-Party Beneficiaries to do, all acts and things and to make, execute and deliver all agreements

and other instruments, so as to fully carry out the intent and purpose of this Section 8.11, and each Lender hereby covenants and agrees that it and its Related Non-Party Beneficiaries shall not (i) seek, take, accept or receive any Lien (other than a right of set-off) or Guarantee for any of the Secured Liabilities other than is provided to the Administrative Agent, or (ii) enter into any other agreement with any of the Group Parties relating in any manner whatsoever to the Revolving Credit unless all of the Lenders shall at the same time obtain the benefit of any such agreement. For the avoidance of doubt but subject always to Section 2.16, nothing in this Section 8.11 shall limit or otherwise affect the ability of any Secured Party to separately enforce its rights under any document, instrument or agreement with respect to any Secured Hedge Arrangement or Cash Management Services.

8.12 Arranger.

The Arranger has no duties, liabilities or obligations hereunder.

8.13 Québec Security.

For the purposes of the grant of security under the laws of the Province of Quebec which may now or in the future be required to be provided by any Credit Party, the Administrative Agent is hereby irrevocably authorized and appointed by each of the Lenders hereto to act as hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for all present and future Lenders (in such capacity, the "**Hypothecary Representative**") in order to hold any hypothec granted under the laws of the Province of Quebec and to exercise such rights and duties as are conferred upon the Hypothecary Representative under the relevant deed of hypothec and applicable Laws (with the power to delegate any such rights or duties). The execution prior to the date hereof by the Administrative Agent in its capacity as the Hypothecary Representative of any deed of hypothec or other security documents made pursuant to the laws of the Province of Quebec, is hereby ratified and confirmed. Any Person who becomes a Lender or successor Administrative Agent shall be deemed to have consented to and ratified the foregoing appointment of the Administrative Agent as the Hypothecary Representative on behalf of all Lenders, including such Person and any Affiliate of such Person designated above as a Lender. For greater certainty, the Administrative Agent, acting as the Hypothecary Representative, shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Administrative Agent in this Agreement, which shall apply mutatis mutandis. In the event of the resignation of the Administrative Agent (which shall include its resignation as the Hypothecary Representative) and appointment of a successor Administrative Agent, such successor Administrative Agent shall also act as the Hypothecary Representative, as contemplated above.

ARTICLE 9
MISCELLANEOUS

9.1 Notices.

(1) *Method and Contact Information*. Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 9.1(2)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or e-mail in each case to the addressee, as follows:

(i) if to the Borrower or any other Credit Party:

Wesdome Gold Mines Ltd.
220 Bay Street

Suite 1200
Toronto, Ontario
M5J 2W4

Attention: Ben Au, Chief Financial Officer
E-mail: ben.au@wesdome.com
Facsimile: (416) 360-7620

and

Attention: Duncan Middlemiss, Chief Executive Officer
E-mail: duncan.middlemiss@wesdome.com
Facsimile: (416) 360-7620

with a copy to:

McMillan LLP
Brookfield Place
181 Bay Street
Suite 4400
Toronto, Ontario
M5J 2T3

Attention: Eric B. Friedman
E-mail: eric.friedman@mcmillan.ca
Facsimile: (416) 865-7048

(ii) if to the Administrative Agent:

For purposes of all notices of drawdown, conversion, renewal or repayment and the delivery of the financial information under this Agreement:

[contact information redacted]

With a copy to:

[contact information redacted]

For all other purposes:

[contact information redacted]

with a copy to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Attention: Simon Finch
E-mail: simon.finch@blakes.com
Facsimile: (416) 863-2653

(iii) if to any Lender or any Issuing Bank, to it at its address, facsimile number or e-mail address set out opposite its name on Schedule 9.1 or in the Assignment Agreement by which it becomes a Lender.

(2) *Electronic Communications.* Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communication to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(3) *Change of Address; When Notice Deemed Given*. Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto in the manner provided in Section 9.1. All notices and other communications given to any Party in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(4) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient*)*. Notices delivered through an Electronic System, to the extent provided in paragraph (5) below, shall be effective as provided in said paragraph (5).

(5) Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(6) *Electronic Systems*.

(a) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make Communications available to the Issuing Bank and the other Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System (each, an "**Electronic System**"). Although the Electronic System and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Electronic System is secured through a per-deal authorization method whereby each user may access the Electronic System only on a deal-by-deal basis, each of the Lenders, the Issuing Bank and the Borrower acknowledges and agrees that the distribution of material

through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Electronic System, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, the Issuing Bank and the Borrower hereby approves distribution of the Communications through the Electronic System and understands and assumes the risks of such distribution.

(b) Any Electronic System used by the Administrative Agent is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or any Electronic System. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**") have any liability to any Group Party, any Lender, any Issuing Bank or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Group Party's or the Administrative Agent's transmission of Communications through an Electronic System, except to the extent of direct or actual damages as are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct on the part of any Agent Party or such Group Party; provided that any Communication to any Lenders, prospective Lenders, Participants or prospective Participants or, to the extent such disclosure is otherwise permitted, to any other Person through an Electronic System shall be made subject to the acknowledgement and acceptance by such Person that such Communication is being disseminated or disclosed on a confidential basis (on terms substantially the same as set forth in Section 9.16 or otherwise reasonably acceptable to the Administrative Agent and the Borrower), which shall in any event require "click through" or other affirmative actions on the part of the recipient to access such Communication.

9.2 Waivers; Amendments.

(1) *Waiver*. No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 9.2(2), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(2) *Amendments*. Neither this Agreement nor any other Security Document (or any provision hereof or thereof) may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders (and for greater certainty, any such waiver, amendment or modification shall not require any consent or other agreement of any Credit Party other than the Borrower,

notwithstanding that any such Credit Party may be a party to this Agreement or any other Loan Document); provided that no such agreement shall:

(a) increase the amount of any Commitment of any Lender;

(b) extend the expiry date of any Commitment of any Lender;

(c) reduce the principal amount of any Loan or reduce the rate of interest or any fee applicable to any Loan (provided that the Required Lenders may amend the definition of Total Leverage Ratio notwithstanding any effect on the Applicable Margin);

(d) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable in respect thereof, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment;

(e) change Section 2.16 in a manner that would alter the sharing of payments required thereby;

(f) change any of the provisions of Section 9.2 or the definition of "**Required Lenders**" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder;

(g) waive any Event of Default under Section 7.1(g), (h), or (i) (it being understood that any other Event of Default may be waived by the Required Lenders, notwithstanding that the Loans would otherwise bear a default rate of interest and be capable of falling due and payable);

(h) release any Credit Party from any material obligations under the Security Documents and other instruments contemplated by this Agreement, release or discharge any of the Liens arising under the Security Documents, permit the creation of any Liens (other than Permitted Liens) on any of the assets subject to the Liens arising under the Security Documents, waive or forgo the delivery any Security Document required hereunder, lower the priority of any Lien arising under any of the Security Documents, or lower the priority of any payment obligation of any Credit Party under any of the Loan Documents; or

(i) change to Section 9.12 or Section 9.13,

in each case without the prior written consent of each Lender, or in the case of the matters referred to in Section 9.2(2)(a), (b), (c), (d) and (e), without the prior written consent of each Lender directly affected thereby, and provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Issuing Bank or the Swingline Lender hereunder, as the case may be, without the prior written consent of the Administrative Agent, Issuing Bank or Swingline Lender (as applicable). For greater certainty, the Administrative Agent may release and discharge the Liens constituted by the Security Documents or a Guarantor from the Credit Party Guarantee to the extent necessary to enable a Credit Party to complete any asset disposition which is not prohibited by this Agreement or the other Loan Documents. The Administrative Agent may also subordinate the Liens constituted by the Security Documents to any Lien permitted by Section 6.1(2).

(3) Notwithstanding Section 9.2(2), if the Administrative Agent and the Borrower, acting together, identify any ambiguity, omission, mistake, typographical error or other defect in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower shall be

permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error or other defect, and such amendment shall become effective without any further action or consent of any other party to this Agreement.

9.3 Expenses; Indemnity; Damage Waiver.

(1) *Expenses*. The Borrower shall pay (a) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and all applicable Taxes, in connection with the syndication of the credit facilities provided for herein and the preparation and administration of this Agreement and the other Loan Documents, (b) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and applicable Taxes, in connection with any amendments, modifications or waivers of the provisions hereof or of any of the other Loan Documents, (whether or not the transactions contemplated hereby or thereby shall be consummated), and (c) all out-of-pocket expenses incurred by the Administrative Agent, the Arranger or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender and all applicable Taxes, in connection with the assessment, enforcement or protection of their rights in connection with this Agreement, including its rights under Section 9.3, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(2) *Indemnity*. The Borrower shall indemnify the Arranger and each Secured Party, as well as each Related Party and each assignee of any of the foregoing Persons (each such Person and each such assignee being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all reasonable out-of-pocket expenses (including due diligence expenses, syndication expenses, travel expenses and reasonable fees, charges and disbursements of counsel) and all applicable Taxes (other than Excluded Taxes) to which any Indemnitee may become subject arising out of or in connection with (a) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder, and the consummation of the Transactions or any other transactions thereunder, (b) any Loan or Letter of Credit or any actual or proposed use of the proceeds therefrom, including any refusal by the Issuing Bank to honour a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit, (c) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by a Group Party, or any Environmental Liability related in any way to a Group Party, (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, (e) any other aspect of this Agreement and the other Loan Documents (including any misrepresentation made thereunder), or (f) the enforcement of any Indemnitee's rights hereunder and any related assessment, investigation, defence, preparation of defence, litigation and enquiries; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or wilful misconduct of such Indemnitee.

(3) *Lender Responsibility for Unpaid Expenses and Indemnity*. To the extent that the Borrower fails to pay any amount required to be paid under Sections 9.3(1) or (2), each Lender severally agrees to pay to the Administrative Agent, the Issuing Bank or the Swingline Lender (as applicable) such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss,

claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Issuing Bank or the Swingline Lender, in its capacity as such.

(4) *Inspections for Administration.* Any inspection of any property of any Group Party made by or through the Administrative Agent or any Lender shall be for purposes of administration of the Revolving Credit only, and no Group Party shall be entitled to rely upon the same (whether or not such inspections are at the expense of the Borrower).

(5) *No Representation.* By accepting or approving anything required to be observed, performed, fulfilled or given to the Administrative Agent or the Lenders pursuant to the Loan Documents, neither the Administrative Agent nor the Lenders shall be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by the Administrative Agent or the Lenders.

(6) *Relationship Between Parties.* The relationship between the Borrower and the Administrative Agent and the Lenders is, and shall at all times remain, solely that of borrower and lenders. Neither the Administrative Agent nor the Lenders shall under any circumstances be construed to be partners or joint venturers of the Borrower or its Affiliates. Neither the Administrative Agent nor the Lenders shall under any circumstances be deemed to be in a relationship of confidence or trust or a fiduciary relationship with the Borrower or its Affiliates, or to owe any fiduciary duty to the Borrower or its Affiliates. Neither the Administrative Agent nor the Lenders undertake or assume any responsibility or duty to the Borrower or its Affiliates to select, review, inspect, supervise, pass judgment upon or inform the Borrower or its Affiliates of any matter in connection with their property or the operations of the Borrower or its Affiliates. The Borrower and its Affiliates shall rely entirely upon their own judgment with respect to such matters, and any review, inspection, supervision, exercise of judgment or supply of information undertaken or assumed by the Administrative Agent or the Lenders in connection with such matters shall be solely for the protection of the Administrative Agent and the Lenders, and neither the Borrower nor any other Person shall be entitled to rely thereon.

(7) *Limitation of Liability*. The Administrative Agent and the Lenders shall not be responsible or liable to any Person for any loss, damage, liability or claim of any kind relating to injury or death to Persons or damage to property caused by the actions, inaction or negligence of any Group Party or its Affiliates, and the Borrower hereby indemnifies and holds the Administrative Agent and the Lenders harmless on the terms set out in Section 9.3(2) from any such loss, damage, liability or claim.

(8) *Waiver*. To the extent permitted by applicable law, the Borrower shall not assert, and the Borrower hereby waives, any claim against any Indemnitee for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet).

(9) *Payment of Expenses and Indemnity*. All amounts due under Section 9.3 shall be payable not later than three Business Days after written demand therefor.

9.4 Successors and Assigns.

(1) *Successors and Assigns*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that (a) the Borrower shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null

and void), and (b) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with Section 9.4. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(2) *Assignment by Lenders*. Any Lender may assign to one or more assignees (treating any fund that invests in bank loans and any other fund that invests in bank loans and is managed by the same investment advisor of such fund or by an Affiliate of such investment advisor as a single assignee) all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitments and the Loans at the time owing to it); provided that (a) except in the case of an assignment to a Lender or a Lender Affiliate or an Approved Fund of any Lender, the Borrower must give its prior written consent to such assignment **(**which consent shall not be unreasonably withheld or delayed and the Borrower shall be deemed to have consented to an assignment unless it shall have objected thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof), and (b) except in the case of an assignment of any Commitment to an assignee that is a Lender with a Commitment immediately prior to giving effect to such assignment, the Administrative Agent and the Issuing Bank must give its prior written consent to such assignment; (c) the Borrower's consent shall not be required with respect to any assignment made at any time after the occurrence and during the continuance of an Event of Default, (d) except in the case of an assignment to a Lender or a Lender Affiliate or an Approved Fund of any Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date on which the Assignment and Assumption relating to such assignment is delivered to the Administrative Agent) shall not be less than Cdn.$5,000,000 (or, in the case of a U.S. Dollar-denominated Commitment, the U.S. $ Equivalent of Cdn.$5,000,000), unless each of the Borrower and the Administrative Agent otherwise consent in writing and the amount held by each Lender after each such assignment shall not be less than Cdn.$5,000,000 (or, in the case of a U.S. Dollar-denominated Commitment, the U.S. $ Equivalent of Cdn.$5,000,000), unless each of the Borrower and the Administrative Agent otherwise consent in writing, (e) each partial assignment in respect of a Commitment and the related Loans shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement in respect of such Commitment and the related Loans, (f) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption, Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Electronic System as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with (except in the case of an assignment to a Lender or a Lender Affiliate or an Approved Fund of any Lender) a processing and recordation fee of Cdn.$5,000, payable by the assigning Lender, (g) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire, and (h) no assignment may be made to any Group Party, any Affiliate of a Group Party, or a Defaulting Lender. The Administrative Agent shall provide the Borrower and each Lender with written notice of any change in (or new) address of a Lender disclosed in an Administrative Questionnaire. Subject to acceptance and recording thereof pursuant to Section 9.4(4), from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, shall have all of the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.13, 2.14, and 2.15 and 9.3). Any assignment or transfer by a Lender of rights or obligations under this Agreement

that does not comply with Section 9.4 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.4(5).

(3) *Register*. The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in Toronto, Ontario a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Bank, and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower, the Issuing Bank and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(4) *Acceptance and Recording of Assignments*. Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 9.4(2) and any written consent to such assignment required by Section 9.4(2), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 9.4(4).

(5) *Participations.* Any Lender may, without notice to the Borrower or the consent of the Borrower, the Administrative Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more Persons (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and the Loans owing to it); provided that (a) such Lender's obligations under this Agreement shall remain unchanged, (b) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (c) the Borrower, the Administrative Agent, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that (d) such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender shall not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.2(2) that affects such Participant, and (e) the Participant shall agree to maintain the confidentiality of Information (as defined in Section 9.16) on terms and conditions substantively similar to those contained in Section 9.16. Subject to Section 9.4(6), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.13, 2.14, 2.15 and 9.3 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 9.4(2). To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 9.11 as though it were a Lender, provided that such Participant agrees to be subject to Section 2.16(4) as though it were a Lender.

(6) *Rights of Participant.* A Participant shall not be entitled to receive any greater payment under Sections 2.13, 2.14, 2.15 and 9.3 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(7) *Lender Pledge of Security.* Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and Section 9.4 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a

security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(8) *Borrower's Obligations*. Any assignment or grant of a participation pursuant to Section 9.4 shall constitute neither a repayment by the Borrower to the assigning or granting Lender of any Loan included therein, nor a new advance of any such Loan to the Borrower by such Lender or by the assignee or Participant, as the case may be. The parties acknowledge that the Borrower's obligations hereunder with respect to any such Loans shall continue and shall not constitute new obligations as a result of such assignment or participation.

9.5 Anti-Money Laundering Legislation.

(1) *Information.* The Borrower acknowledges that, pursuant to AML Legislation, the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding the Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrower, and the transactions contemplated hereby. The Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Administrative Agent, or any prospective assignee or participant of a Lender or the Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(2) *Role of Agent.* If the Administrative Agent has ascertained the identity of the Borrower or any authorized signatories of the Borrower for the purposes of applicable AML Legislation, then the Administrative Agent:

(a) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of applicable AML Legislation; and

(b) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of the Borrower or any authorized signatories of the Borrower on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrower or any such authorized signatory in doing so.

9.6 Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

9.7 Survival.

All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. Sections 2.13, 2.14, 2.15, 9.3 and Article 8 shall survive and remain in full force and effect, regardless of the consummation of the Transactions, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

9.8 Counterparts.

(1) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed or other electronic form and the parties adopt any signatures received by a receiving fax machine or via e-mail as original signatures of the parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other parties an original of the signed copy of this Agreement which was so faxed or e-mailed.

(2) Delivery of an executed counterpart of a signature page of this Agreement by emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

9.9 Entire Agreement.

This Agreement (together with the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent), 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 or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement or in such other applicable agreements.

9.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 Right of Set Off.

If an Event of Default shall have occurred and be continuing, each Secured Party is hereby authorized at any time and from time to time, to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Secured Party to or for the credit or the account of any Credit Party against any of and all of the obligations of the Credit Parties now or hereafter existing under the Loan Documents held by such Secured Party, irrespective of whether or not such Secured Party shall have made any demand under any Loan Document and although such obligations may be unmatured and regardless of the currency of the deposit; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Bank, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The applicable Lender shall notify the Borrower and the Administrative Agent of such set-off or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section 9.11. The rights of each Secured Party under this Section 9.11 are in addition to other rights and remedies (including other rights of set off) which such Secured Party may have.

9.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

9.13 Attornment.

Each party hereto agrees (a) that any action or proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court, (b) that it irrevocably waives any right to, and shall not, oppose any such Ontario action or proceeding on any jurisdictional basis, including forum non conveniens, and (c) not to oppose the enforcement against it in

any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this Section 9.13.

9.14 Service of Process.

Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by Law.

9.15 WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.15.

9.16 Confidentiality; Press Releases and Public Announcements.

Each of the Administrative Agent, the Issuing Bank and each Lender shall maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to each of their Affiliates, Lender Affiliates (in the case of a Lender) directors, officers, employees, agents and advisors, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any rating agency, credit bureau, regulatory authority or other Governmental Authority, (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under any Loan Document or any suit, action or proceeding relating to any Loan Document or the enforcement of rights thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.16, to (i) any actual or prospective assignee of or Participant in any of its rights or obligations under this Agreement, or (ii) any actual or prospective counterparty (or its advisors) to any Hedge Arrangement relating to the Borrower and its obligations, (g) to their auditors in connection with any audit or to their credit insurers in connection with any credit insurance, (h) with the consent of the Borrower, or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.16, or (ii) becomes available to the Administrative Agent, the Issuing Bank, or any Lender on a non-confidential basis from a source other than the Borrower. For the purposes of this Section 9.16, "**Information**" means all information received from any Group Party relating to any Group Party, any of their subsidiaries or Affiliates, or their respective businesses, other than any such information that is available to the Administrative Agent, the Issuing Bank, the Arranger, or any Lender on a non-confidential basis prior to disclosure by such Group Party; provided that, in the case of information received from a Group Party after the date hereof, such information is clearly identified as confidential in writing at the time of delivery. Any Person required to maintain the confidentiality of Information as provided in this Section 9.16 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. Notwithstanding the

foregoing, the Borrower agrees that it will not issue any press release or make any other kind of public announcement, or consent to the issuance of any press release or the making of any other kind of public announcement, regarding this Agreement and the terms contained herein unless the text of any such release or announcement, and the time and manner in which such release or announcement is made, has been approved by the Administrative Agent, except to the extent required by applicable Law (in which case the Borrower shall make all commercially reasonable efforts to provide advance notice of such release or announcement to the Administrative Agent and consult with the Administrative Agent as to the content thereof). The Borrower authorizes the Administrative Agent, following the initial advance hereunder and at the Lender's expense, to announce and use for marketing purposes the establishment of the Commitments, provided that the Borrower shall be provided an opportunity to review and approve the announcement before it is made. Blake, Cassels & Graydon LLP may inform league table services, such as Thomson Reuters and Bloomberg, and make mention in its promotional publications and the media generally of its representation of the Lender with respect to the Transactions.

9.17 Application under the CCAA.

The Borrower acknowledges that its business and financial relationships with the Administrative Agent and Lenders are unique from its relationship with any other of its creditors. The Borrower shall not file any plan of arrangement under the *"Companies' Creditors Arrangement Act* (the "**CCAA Plan**") which provides for, or would permit, directly or indirectly, the Administrative Agent or the Lenders to be classified in the same class with any other creditor of the Credit Parties for purposes of such CCAA Plan.

9.18 No Strict Construction.

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.

9.19 Release of Security.

Upon the written request of, and at the expense of, the Borrower, the Administrative Agent will release and discharge the Liens constituted by the Security Documents to the extent necessary to enable a Credit Party to complete any asset disposition which is not prohibited by this Agreement or the other Loan Documents.

9.20 Paramountcy.

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other Loan Document then, notwithstanding anything contained in such other Loan Document, the provisions contained in this Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of such other Loan Document shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of the other Loan Documents is to add to, and not detract from, the rights granted to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) under this Agreement. If any act or omission of any or all Group Parties is expressly permitted under this Agreement but is expressly prohibited under any other Loan Document, such act or omission shall be permitted. If any act or omission is expressly prohibited under any other Loan Document, but this Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under any other Loan Document but this Agreement does not expressly relieve any or all Group Parties from such performance, such circumstance shall not constitute a

conflict or inconsistency between the applicable provisions of such other Loan Document and the provisions of the Credit Agreement.

9.21 Excluded Swap Obligations.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, any Excluded Swap Obligations of a Guarantor shall be excluded from:

(a) the definition of "Secured Liabilities" in any Loan Document as it pertains to such Guarantor, and no Lien granted by a such Guarantor under any Loan Document shall secure any Excluded Swap Obligations; and

(b) the definition of "Debtor Liabilities" in the Credit Party Guarantee as it pertains to such Guarantor, and no Excluded Swap Obligations shall be guaranteed or indemnified by such Guarantor under any Loan Document.

9.22 No Advisory or Fiduciary Responsibility.

(1) The Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that no Lender will have any obligations hereunder except those obligations expressly set forth herein and in the other Loan Documents and each Lender is acting solely in the capacity of an arm's length contractual counterparty to the Borrower with respect to the Loan Documents and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower or any other Person. The Borrower agrees that it will not assert any claim against any Lender based on an alleged breach of fiduciary duty by such Lender in connection with this Agreement and the transactions contemplated hereby. Additionally, the Borrower acknowledges and agrees that no Lender is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Lenders shall have no responsibility or liability to the Borrower with respect thereto.

(2) The Borrower further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Lender is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Lender may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower, its Subsidiaries and other companies with which the Borrower or any of its Subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Lender or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(3) In addition, the Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Lender and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower or any of its Subsidiaries may have conflicting interests regarding the transactions described herein and otherwise. No Lender will use confidential information obtained from the Borrower by virtue of the transactions contemplated by the Loan Documents or its other relationships with the Borrower in connection with the performance by such Lender of services for other companies, and no Lender will furnish any such information to other companies. The Borrower also acknowledges that no Lender has any obligation to use

in connection with the transactions contemplated by the Loan Documents, or to furnish to the Borrower or any of its Subsidiaries, confidential information obtained from other companies.

9.23 LIMITATION OF LIABILITY.

NO CLAIM MAY BE MADE BY ANY GROUP PARTY, ANY SECURED PARTY OR ANY OTHER PERSON AGAINST ANY INDEMNITEE ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS RESULT OF, ANY LOAN DOCUMENT, THE TRANSACTIONS, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH GROUP PARTY AND SECURED PARTY HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL SUCH CLAIMS, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOUR

[signatures on the next following pages]

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

WESDOME GOLD MINES LTD., as Borrower

By: "Heather Laxton"
Name: Heather Laxton
Title: Corporate Secretary

NATIONAL BANK OF CANADA, as Administrative Agent, Lender and Issuing Bank

By: "**[signature redacted]"**
Name: **[name redacted]**
Title: **[title redacted]**

By: "**[signature redacted]"**
Name: **[name redacted]**
Title: **[title redacted]**

INVESTEC BANK PLC, as Lender

By: "**[signature redacted]"**
Name: **[name redacted]**
Title: **[title redacted]**

By: "**[signature redacted]"**
Name: **[name redacted]**
Title: **[title redacted]**

FEDERATION DES CAISSES DESJARDINS DU QUEBEC, as Lender

By: "**[signature redacted]"**
Name: **[name redacted]**
Title: **[title redacted]**

By: "**[signature redacted]"**
Name: **[name redacted]**
Title: **[title redacted]**

EXHIBIT A

FORM OF BORROWING REQUEST[1]

TO: National Bank of Canada, as Administrative Agent **[and Issuing Bank]**

RE: Credit agreement dated as of September 27, 2019 made between, among others, the undersigned (the "**Borrower**"), you, as Administrative Agent, and the lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**")

We refer to the Revolving Credit constituted by the Credit Agreement and we hereby give you notice that on **[DATE]** we wish to obtain a Borrowing in the aggregate amount of **[Canadian / U.S.]$[AMOUNT]**. All capitalized terms used and not otherwise defined herein have the meanings given to them in the Credit Agreement.

The Borrowing requested hereby is to take the form of:

☐ a B/A Borrowing

☐ a Canadian Prime Borrowing

☐ a Base Rate Borrowing

☐ a LIBO Rate Borrowing

☐ a Letter of Credit

[Such Borrowing is a [rollover/conversion] of outstanding [Bankers' Acceptances (including any B/A Equivalent Loans) having Contract Periods ending [DATE]/LIBO Rate Loans having an Interest Period ending [DATE]/Canadian Prime Loans/Base Rate Loans] in an aggregate principal amount of [Canadian / U.S.]$[AMOUNT].]

[The Contract Period in respect of the B/A Borrowing requested hereby is [NUMBER] days[2]**.]**

[The Interest Period in respect of the LIBO Rate Borrowing requested hereby is [NUMBER] days[3].]

We hereby certify, after due and careful investigation, that[4]:

(a) each of the representations and warranties made by the Borrower in the Credit Agreement are true and correct on and as of the date hereof except to the extent that (i) any change to the representations and warranties has been disclosed to the

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1 A separate Borrowing Request must be submitted for each Type of Borrowing.

2 This sentence is only required in the context of a Borrowing Request for a B/A Borrowing.

3 This sentence is only required in the context of a Borrowing Request for a LIBO Rate Borrowing.

4 This certification need not be made on conversions or rollovers.

Administrative Agent and accepted by the Required Lenders, or (ii) any representation and warranty is stated to be made as of a particular time; and

(b) on and as of the date hereof, no Default has occurred and is continuing.

DATED: **[MONTH] [DAY]**, **[YEAR]**

WESDOME GOLD MINES LTD.

By: _____
Name:
Title:

EXHIBIT B

COMPLIANCE CERTIFICATE

TO: National Bank of Canada, as administrative agent under the Credit Agreement (the "**Administrative Agent**")

AND TO: The Lenders

Reference is made to the credit agreement dated as of September 27, 2019 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Wesdome Gold Mines Ltd., as Borrower, National Bank of Canada, as Administrative Agent, and the Lenders now or hereafter parties thereto. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The undersigned, the Chief Financial Officer of the Borrower, in that capacity and not personally, hereby certifies that, as of the date hereof, (a) a review of the consolidated financial statements of the Borrower and the Subsidiaries for the Fiscal Quarter ended **[LAST DAY OF FISCAL QUARTER]**, and of the activities of the Borrower and the Subsidiaries during such Fiscal Quarter has been made under the supervision of the undersigned with a view to determining whether the Borrower and the Subsidiaries have fulfilled all of their obligations under the Credit Agreement and the other Loan Documents, (b) the Borrower and the Subsidiaries have fulfilled their obligations under the Credit Agreement and the other Loan Documents and all representations and warranties made in the Credit Agreement continue to be true and correct as if made on the date hereof[5], except where such representation or warranty refers to a different date[6], (c) as at the end of the Fiscal Quarter ended **[LAST DAY OF FISCAL QUARTER]**, the Borrower was in compliance with each of the financial tests set forth in Article 5 of the Credit Agreement[7] and (d) the aggregate Proven and Probable Reserves of the Projects is **[●]** ounces of gold. The Borrower's compliance with each of such financial covenants as at the end of such Fiscal Quarter is demonstrated by the figures set out on the financial covenant compliance worksheet attached hereto as Schedule A.

DATED: [MONTH] [DAY], [YEAR]

Name:
Title: Chief Financial Officer
Wesdome Gold Mines Ltd.

[5] If this is not the case, specify the nature of any change.

[6] Or, if there is an outstanding Default or Event of Default, specify the nature and status thereof and the Borrower's proposed response thereto.

[7] Or, if there is non-compliance, specify same.

SCHEDULE A TO COMPLIANCE CERTIFICATE
FINANCIAL COVENANT COMPLIANCE WORKSHEET

RE: Rolling Period ended **[MONTH] [DAY]**, **[YEAR]**.

A. INTEREST COVERAGE RATIO

Requirement: Maintain Interest Coverage Ratio (EBITDA of Borrower on a Consolidated basis/Interest Expense on a Consolidated basis) at all times of more than 4.00:1.00 (Section 5.1(11)(a)).

1. EBITDA

(a)	Net Income for the Rolling Period	$**[●]**
(b)	minus, to the extent included in Net Income, any non cash income and gains (including unrealized mark-to-market gains under Hedging Arrangements)	$**[●]**
(c)	minus, to the extent included in Net Income, any cash expenses and losses to the extent previously deducted in a prior period as a non-cash expense or loss under clause (h) below	$**[●]**
(d)	minus, to the extent included in Net Income, any extraordinary or non-recurring income and gains	$**[●]**
(e)	plus, to the extent deducted from Net Income, Interest Expense	$**[●]**
(f)	plus, to the extent deducted from Net Income, Income Tax Expense	$**[●]**
(g)	plus, to the extent deducted from Net Income, Depreciation Expense	$**[●]**
(h)	plus, to the extent deducted from Net Income, any non cash expenses and losses (including unrealized mark-to-market losses under Hedging Arrangements)	$**[●]**
(i)	plus, to the extent deducted from Net Income, any extraordinary or non-recurring charges, expenses or losses	$**[●]**
	EBITDA: (a – b – c – d + e + f + g + h + i)	$**[●]** (A)

2. Interest Expense

Total consolidated interest expense of the Borrower for the Rolling Period	**$[●]** (B)
Interest Coverage Ratio (EBITDA/Interest Expense): Ratio of (A) to (B)	**[●]**

B. TOTAL LEVERAGE RATIO

Requirement: Maintain a Total Leverage Ratio (Total Indebtedness of Borrower on a Consolidated basis/EBITDA of Borrower on a Consolidated basis) at all times of less than 3.00:1.00. (Section 5.1(11)(b)).

1.	**Total Indebtedness**	$**[●]** (A)
2.	**EBITDA**	$**[●]** (B)
Leverage Ratio (Total Indebtedness/EBITDA): Ratio of (A) to (B)		**[●]**

C. CAPITALIZATION RATIO

Requirement: Maintain a Capitalization Ratio (Total Indebtedness of Borrower on a Consolidated basis/ Total Indebtedness of Borrower on a Consolidated basis plus Shareholders' Equity) at all times of less than 0.50:1.00. (Section 5.1(11)(c)).

1.	**Total Indebtedness**	$**[●]** (A)
2.	**Capitalization**	
(a)	Total Indebtedness	$**[●]**
(b)	plus, Shareholders' Equity (excluding any amount attributable to Disqualified Stock)	$**[●]**
	Capitalization: (a + b)	[●] (B)
Capitalization Ratio (Indebtedness/Capitalization): Ratio of (A) to (B)		**[●]**

D. ASSET COVERAGE PERCENTAGE

Credit Party	**Gross Assets**[8]
[Borrower]	Cdn.$**[●]**
[Subsidiary]	Cdn.$**[●]**
[Subsidiary]	Cdn.$**[●]**
Total	Cdn.$**[●]**

[8] Determined on an unconsolidated basis and excluding all intra-Group Party items and Investments in any Group Party.

1.	Credit Party Gross Assets	Cdn.$[•] (A)
2.	Consolidated Gross Assets	Cdn.$[•] (B)

Asset Coverage Percentage

(A)/(B) x 100%: [•]%

F. EBITDA COVERAGE PERCENTAGE

Credit Party	**Subject EBITDA**[9]
[Borrower]	Cdn.$[•]
[Subsidiary]	Cdn.$[•]
[Subsidiary]	Cdn.$[•]
[Subsidiary]	Cdn.$[•]
[Subsidiary]	Cdn.$[•]
Total	Cdn.$[•]

1.	Credit Party EBITDA	Cdn.$**[•]** (A)
2.	Consolidated EBITDA	Cdn.$**[•]** (B)

EBITDA Coverage Percentage

(A)/(B) x 100%: **[•]%**

[9] Determined on an unconsolidated basis and excluding all inter-Group Party items.

EXHIBIT C

FORM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT

This assignment and assumption agreement (the "**Assignment and Assumption**") is dated as of the Effective Date set out below and is entered into by and between **[*Insert name of Assignor*]** (the "**Assignor**") and **[*Insert name of Assignee*]** (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set out in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set out herein in full.

For good and valuable consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (a) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any Letters of Credit and Swingline Loans included in such facilities) and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above (the rights and obligations sold and assigned pursuant to clauses (a) and (b) above being referred to herein collectively as the "**Assigned Interest**"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1.	Assignor:	_____
2.	Assignee:	_____ **[and is an Affiliate/Approved Fund of [*identify Lender*][10]]**
3.	Borrower(s):	Wesdome Gold Mines Ltd.
4.	Administrative Agent:	National Bank of Canada, as the administrative agent under the Credit Agreement
5.	Credit Agreement:	The Cdn.$45,000,0000 credit agreement dated as of September 27, 2019 among Wesdome Gold Mines Ltd., the Lenders parties thereto, and National Bank of Canada, as Administrative Agent
6.	Assigned Interest:	

[10] Select as applicable.

Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans11
$	$	%
$	$	%
$	$	%

Effective Date: _____ ____, 20__ ***[To be inserted by Administrative Agent and which shall be the effective date of recordation of transfer in the register therefor.]***

The terms set out in this Assignment and Assumption are hereby agreed to:

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[Consented to and][12] Accepted:

[11] Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

[12] To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

NATIONAL BANK OF CANADA, as Administrative Agent

By: _____
Name:
Title:

[Consented to:][13]

[NAME OF RELEVANT PARTY]

By: _____
Name:
Title:

[13] To be added only if the consent of the Borrower and/or other parties (e.g. Swingline Lender, Issuing Bank) is required by the terms of the Credit Agreement.

[CREDIT AGREEMENT][14]

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. **Assignor**. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby, and (iv) **[it has closed out and settled all Secured Hedge Arrangements with the Credit Parties such that it shall no longer be a Secured Party]**[15], and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document[16], (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document **[, and (c) attaches the Note(s) held by it evidencing the Assigned Facilities and requests that the Administrative Agent exchange such Note(s) for a replacement Note or Notes payable to the Assignee and (if the Assignor has retained any interest in the Assigned Facilities) a replacement Note or Notes payable to the Assignor in the respective amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Transfer Effective Date)]**.[17] Upon request, the Assignor shall, at the expense of the Administrative Agent (for reimbursement by the Borrower), as promptly as practical, execute and deliver to the Administrative Agent, all such other and further documents, agreements and instruments as the Administrative Agent may reasonably request in order to effect the transfer of the Assigned Interest, including any materials required to discharge the Assignee's interest in and to the Collateral.

2. **Assignee**. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, and (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.1(1) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (b) agrees that (i) it shall, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or

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14 Describe Credit Agreement at option of Administrative Agent.

15 This clause should be included unless the Assignor is effecting only a partial assignment, such that is remains a Lender.

16 The term "Loan Document" should be conformed to that used in the Credit Agreement.

17 Delete bracketed language if Assignor does not hold Note(s).

not taking action under the Loan Documents, and (ii) it shall perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

3. **Payments**. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Effective Date or accrued subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for the periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

4. **General Provisions**. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

EXHIBIT D

FORM OF SOLVENCY CERTIFICATE

[DATE]

Pursuant to Section 4.1(17) of the credit agreement dated as of September 27, 2019 among Wesdome Gold Mines Ltd. (the "**Borrower**"), as borrower, National Bank of Canada, as administrative agent, and the financial institutions party thereto, as lenders (the "**Credit Agreement**"), the undersigned, solely in the undersigned's capacity as chief financial officer of the Borrower, hereby certifies, on behalf of Borrower and not in the undersigned's individual or personal capacity and without personal liability, that, to their knowledge and based upon (i) facts and circumstances as they exist as of the date hereof (and disclaiming any responsibility for changes in such facts or circumstances after the date hereof) and (ii) such materials and information as they have deemed relevant to the determination of the matters set forth in this certificate, as of the Closing Date, after giving effect to the Transactions (including the making of the Loans under the Credit Agreement on the Closing Date and the application of the proceeds thereof):

(a) the fair value of the assets of the Borrower and its Subsidiaries, on a consolidated basis, exceeds their debts and liabilities, subordinated, contingent or otherwise, on a consolidated basis;

(b) the present fair saleable value of the property of the Borrower and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, on a consolidated basis, as such debts and other liabilities become absolute and matured;

(c) the Borrower and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, on a consolidated basis, as such liabilities become absolute and matured; and

(d) the Borrower and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

For purposes of this Solvency Certificate, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

The undersigned is familiar with the business and financial position of the Borrower and its Subsidiaries. In reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such investigations and inquiries as the undersigned has deemed appropriate, having taken into account the nature of the business proposed to be conducted by the Borrower and its Subsidiaries after consummation of the Transactions.

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate, solely in the undersigned's capacity as chief financial officer of the Borrower, on behalf of Borrower and not in the undersigned's individual or personal capacity and without personal liability, as of the date first stated above.

By: _____

Name:

Title: Chief Financial Officer

SCHEDULE 1.1(A)

INITIAL SECURITY DOCUMENTS

1. The Credit Party Guarantee from each Credit Party.

2. The GSA from each Credit Party.

3. Deed of movable and immovable hypothec by the Borrower in favour of the Administrative Agent.

4. All stock certificates, instruments and other documents required to be delivered to the Administrative Agent in connection with the Liens granted under item 2.

5. A debenture from the Borrower in favour of the Administrative Agent with respect to the Mining Rights and Project Real Property located in the Province of Ontario.

6. A debenture from 0976408 B.C. Ltd. in favour of the Administrative Agent with respect to the Mining Rights and Project Real Property located in the Province of Ontario.

7. A debenture from Moss Lake Gold Mines Ltd. in favour of the Administrative Agent with respect to the Mining Rights and Project Real Property located in the Province of Ontario.

SCHEDULE 1.1(B)

EXISTING PERMITTED LIENS

None.

SCHEDULE 1.1(C)

EXISTING ROYALTY AGREEMENTS

[List of Existing Royalty Agreements redacted]

SCHEDULE 1.1(D)

MATERIAL SUBSIDIARIES

1. Moss Lake Gold Mines Ltd.

2. 0976408 B.C. Ltd.

SCHEDULE 1.1(E)

MONTHLY REPORT

[Form of Monthly Report redacted]

SCHEDULE 1.1(F)

IMMATERIAL MINING RIGHTS

(see attached)

Eagle River Complex

PROPERTY	TYPE	CLAIM	CELL_KEY_ID	EXPIRY DATE	TOWNSHIP	RECORD NAME
EAGLE RIVER	**CLAIM**	104259	**41N14L042**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	104422	**41N14L049**	4/27/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	104874	**41N14L122**	8/11/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	105087	**41N14K148**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	105292	**42C03D322**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	105303	**41N14L298**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	105742	**41N14K196**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	105883	**41N14L178**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	106016	**41N14L054**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	106813	**41N14L240**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	107126	**41N14L199**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	107127	**41N14L220**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	107201	**41N14L057**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	107469	**41N13I140**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	107517	**41N14K058**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	107942	**41N14K209**	9/8/2020	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	107991	**41N14L033**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	108131	**42C03D398**	2/10/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	109520	**41N14K160**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	111002	**41N14L160**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	111596	**42C03C396**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	113287	**42C04A360**	8/6/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	113953	**41N14L154**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	113954	**41N14L153**	11/19/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	118757	**41N14L025**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	118797	**41N14K069**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	119437	**41N14K118**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	119438	**41N14K117**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	119594	**42C03D392**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	119695	**41N14L030**	4/27/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	119768	**42C03D393**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	120006	**41N14K158**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	120736	**41N14K182**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	121519	**41N14L118**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	122749	**41N14K186**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	123292	**41N14K072**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	123919	**41N14K266**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	124647	**41N14K122**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	124668	**41N14K107**	10/29/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	126096	**41N14L258**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	126644	**41N14K146**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	126645	**41N14K166**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	127370	**41N14K240**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	127399	**41N14K092**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	127502	**41N14K203**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	127507	**41N14K227**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	127796	**41N14L002**	11/19/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	127921	**41N14L236**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	128531	**41N13I100**	2/15/2021	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	129062	**42C03D390**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	129082	**41N14L050**	4/27/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	129300	**42C03E325**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	129932	**42C03D396**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	129938	**41N13I095**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	129962	**41N14L038**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	130199	**41N14L077**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	130811	**41N14L016**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	130841	**41N14L037**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	130842	**41N14L058**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	130924	**41N14K201**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	130976	**41N14L078**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	132137	**41N14K167**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	133082	**41N13I076**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	133403	**41N14K033**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	133986	**41N14L133**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	134408	**42C03D394**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	134831	**41N13I139**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	135978	**41N13I040**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	136043	**41N14L056**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	136044	**41N14L076**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	137169	**41N14L143**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	137313	**41N14K237**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	137342	**41N13I116**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD

EAGLE RIVER	**CLAIM**	137557	**41N14K261**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	137558	**41N14K281**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	137715	**41N14L277**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	137961	**41N14K184**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	138123	**41N14K154**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	138228	**41N14K015**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	139308	**41N14L075**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	139388	**41N14K153**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	139555	**41N14K207**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	139994	**41N14L061**	8/6/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	140007	**41N14L156**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	140476	**41N14L140**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	142532	**41N14J121**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	142904	**41N14K228**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	143569	**42C03D397**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	144203	**41N14K131**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	145746	**41N14K221**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	145747	**41N14K241**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	145751	**42C03D281**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	147873	**41N14K283**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	148771	**42C04A380**	8/6/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	149175	**41N13I097**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	149523	**41N14K129**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	150701	**41N14L144**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	151813	**41N14K247**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	151847	**41N14L197**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	152199	**41N14L114**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	152492	**41N14K224**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	154539	**41N14L081**	8/6/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	155203	**41N14K176**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	155871	**41N13I060**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	155932	**41N14K133**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	156501	**42C03C397**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	156720	**41N14L142**	8/11/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	159869	**42C03D282**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	160525	**41N14K124**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	161042	**41N14K088**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	161653	**41N14J101**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	161909	**42C03C400**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	162529	**41N14K144**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	164574	**41N14K034**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	165276	**41N14L260**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	165277	**41N14L279**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	166424	**41N14K171**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	166591	**41N14K285**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	167042	**41N14L004**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	169053	**41N14K077**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	169399	**41N14L255**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	169864	**41N14L041**	8/6/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	169865	**41N14L072**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	171304	**41N14L175**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	172412	**41N14L235**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	172448	**41N14K262**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	172741	**42C03D361**	8/6/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	173314	**41N14K145**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	173315	**41N14K165**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	173332	**41N14L195**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	173333	**41N14L215**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	174068	**42C03D362**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	174169	**41N13I160**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	174211	**41N14K038**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	174686	**41N14L102**	8/11/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	176078	**41N13I114**	4/16/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	176791	**41N14L098**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	179828	**41N14K138**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	179850	**41N14K152**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	180034	**41N14K161**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	180513	**41N14K075**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	181260	**41N14K219**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	181660	**41N13I099**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	181978	**41N14K076**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	183303	**41N14K238**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	183326	**41N13I117**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	183327	**41N13I115**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	183330	**41N14L071**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	183522	**42C04A400**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	184023	**42C04A399**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	184277	**41N14K125**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	185426	**41N14K187**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	186142	**41N14K223**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	186569	**41N14K089**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD

EAGLE RIVER	**CLAIM**	186578	**41N14K054**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	187931	**41N14K267**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	188065	**41N14K205**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	188350	**41N14K018**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	188628	**41N14K080**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	188766	**41N14L176**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	189069	**41N14K236**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	189552	**41N14K282**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	189555	**41N14L017**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	190140	**41N14K156**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	190210	**41N14K036**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	190353	**41N14L276**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	191370	**41N14K090**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	191371	**41N14K110**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	191401	**42C03D342**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	192137	**41N14L121**	8/11/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	192494	**41N14L070**	4/27/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	197099	**41N14K150**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	197931	**41N14L094**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	199534	**41N14K017**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	199535	**41N14K037**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	199786	**41N14K130**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	200986	**41N14L299**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	201050	**41N14K199**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	201113	**42C03C398**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	202207	**41N14K078**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	202208	**41N14K095**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	202348	**41N14K112**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	203550	**41N14K239**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	205542	**41N14L124**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	210307	**41N14K202**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	210389	**41N14L141**	8/11/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	211575	**41N14K040**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	214279	**41N14L101**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	215131	**41N14L084**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	215164	**41N14K151**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	215815	**41N14L044**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	215849	**41N14K074**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	216242	**41N14K235**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	217271	**41N14L217**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	217591	**41N14K067**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	217854	**41N14K109**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	218060	**42C03D381**	8/6/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	218540	**41N14L278**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	221188	**42C03D343**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	222402	**41N14L031**	4/27/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	222475	**41N14L013**	2/10/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	222649	**41N13I094**	4/16/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	223989	**41N14K162**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	225862	**41N14K225**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	226006	**41N14K263**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	226074	**41N14K229**	9/8/2020	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	227282	**41N14K183**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	227405	**41N14L001**	8/6/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	228051	**41N14K134**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	228541	**41N14K265**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	228580	**41N14L095**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	229081	**41N14L062**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	229298	**41N14K164**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	229468	**41N14K057**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	229851	**41N14L051**	4/27/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	230020	**41N14K197**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	231332	**41N14K139**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	232409	**41N14L065**	11/24/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	233943	**41N14K079**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	234598	**41N14L180**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	234807	**41N14L104**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	235358	**41N14K226**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	236035	**41N14L177**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	236643	**41N14K052**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	236675	**41N14K218**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	237036	**41N14K200**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	237325	**41N14K246**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	237369	**41N14K168**	7/20/2020	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	237561	**41N14L053**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	238026	**41N14K121**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	238050	**41N14K087**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	238233	**41N14L116**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	238615	**42C03D321**	8/6/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	238972	**41N14L256**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	240965	**41N14K019**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD

EAGLE RIVER	**CLAIM**	241238	**42C03D382**	11/19/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	241249	**41N14L063**	11/24/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	241593	**41N14L237**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	241861	**41N14L023**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	241949	**41N14L011**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	242768	**41N14L200**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	242811	**41N13I074**	4/16/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	243464	**41N14K159**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	243530	**41N14K126**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	244018	**41N14L035**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	244019	**41N14L034**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	244307	**41N14L117**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	244686	**41N14K163**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	244998	**41N14K178**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	245433	**41N14L155**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	246101	**41N14K222**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	246524	**41N14L005**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	246662	**41N14J081**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	247164	**41N14K123**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	247211	**41N14K093**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	247529	**41N14L096**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	248473	**42C03C399**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	248754	**41N14L157**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	248918	**41N14K113**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	249000	**41N14K177**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	249505	**41N14K198**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	250832	**41N13I019**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	250869	**41N14L280**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	251471	**41N14K147**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	251502	**41N14K070**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	252126	**41N14L198**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	252127	**41N14L218**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	252719	**41N14K068**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	253018	**41N13I059**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	253312	**41N14K120**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	253427	**41N14K073**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	254146	**42C03D323**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	254692	**41N14K108**	10/29/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	254718	**41N14K119**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	254735	**41N14K204**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	254935	**41N14K136**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	261788	**41N14L064**	11/24/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	264100	**41N14L134**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	264140	**41N14K194**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	264388	**41N13I120**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	264523	**41N13I077**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	270841	**42C03D283**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	271079	**41N14K137**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	271111	**41N14K172**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	271751	**41N14L045**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	272012	**41N14K051**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	276312	**41N14L003**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	277003	**42C03D391**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	278574	**41N14K245**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	278681	**41N14L015**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	278684	**41N13I075**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	278704	**41N14L036**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	279898	**41N14L259**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	281278	**41N14L135**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	281835	**41N14L024**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	281863	**41N14K055**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	281898	**41N14K284**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	281952	**41N14K242**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	282217	**41N14K140**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	282466	**41N14K100**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	282620	**41N14K181**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	283749	**41N14L216**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	283822	**41N14K097**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	284432	**41N14J041**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	284433	**41N14K060**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	284685	**41N14K208**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	285356	**41N14K094**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	287162	**41N14L032**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	287207	**41N14K091**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	287222	**42C03D363**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	287834	**41N14L123**	2/15/2021	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	287862	**41N14L136**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	288074	**41N14K189**	7/20/2020	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	288122	**41N14K180**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	288123	**41N14K179**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	288719	**41N14L257**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD

EAGLE RIVER	**CLAIM**	289322	**41N14K188**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	290094	**41N14L238**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	291304	**41N14L196**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	291853	**41N13I020**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	292022	**41N14K116**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	292585	**42C03D301**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	292669	**41N14K216**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	293270	**41N14L052**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	293397	**41N14L018**	2/10/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	293461	**41N14K175**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	294050	**41N14K016**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	294798	**41N13I080**	2/15/2021	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	296061	**41N14K114**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	296378	**41N14L012**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	297336	**41N14L219**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	297923	**41N14L158**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	299718	**41N14K135**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	300126	**41N14L055**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	300241	**41N14K127**	10/29/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	300298	**41N14K170**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	300789	**41N14K248**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	301149	**41N13I096**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	301565	**41N13I079**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	302239	**41N14L014**	2/10/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	302821	**41N13I119**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	302864	**42C04A379**	8/6/2020	**DAVID LAKES AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	303465	**41N14K143**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	303532	**41N14K185**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	303648	**41N14J021**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	304675	**41N14K141**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	304802	**41N14K195**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	304810	**41N14K035**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	304979	**41N14K173**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	305249	**42C03D302**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	305398	**41N14L021**	8/6/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	307332	**41N14K244**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	309061	**41N13I039**	8/6/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	309803	**42C03D303**	11/2/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	310266	**41N14L097**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	310339	**41N14K014**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	310828	**41N14K206**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	312860	**41N14K174**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	312861	**41N14L115**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	313480	**41N14K056**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	315014	**41N14K115**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	315560	**41N14K020**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	316124	**41N14L159**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	316125	**41N14L179**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	317348	**42C03B381**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	317349	**41N14J001**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	318780	**41N14K128**	10/29/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	319104	**41N14L074**	2/10/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	319360	**41N14L073**	2/10/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	321077	**41N14K099**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	321078	**41N14K098**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	321152	**41N14K142**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	321171	**41N14J061**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	321865	**41N14K217**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	321893	**41N13I118**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	323743	**41N14L137**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	323760	**41N14K220**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	324387	**42C03D383**	11/19/2019	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	325000	**41N14L022**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	325105	**41N14K111**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	325138	**41N14K132**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	325225	**41N14L103**	8/11/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	325628	**41N14L010**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	325644	**41N14L069**	4/27/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	325708	**41N14L083**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	329226	**42C03C395**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	329918	**41N13I098**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	330353	**41N14K053**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	331100	**41N14K096**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	331548	**41N14L297**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	332683	**42C03D341**	8/6/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	334489	**41N14J141**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	334552	**42C04A340**	8/6/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	335055	**41N14K071**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	336419	**41N14K039**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	336430	**41N14K157**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	337616	**42C03D395**	4/29/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD

EAGLE RIVER	**CLAIM**	338076	**41N14L082**	11/19/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	339160	**41N14K149**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	339301	**41N13I078**	8/27/2020	**PILOT HARBOUR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	339740	**41N14L138**	7/20/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	339814	**41N14K169**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	340304	**41N14L239**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	340493	**41N14L300**	9/18/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	340901	**41N14K243**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	340912	**41N14K059**	11/3/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	341388	**41N14L043**	10/20/2019	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	343051	**41N14K215**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	344186	**41N14K264**	9/8/2020	**POINT ISACOR AREA**	(116736) WESDOME GOLD
EAGLE RIVER	**CLAIM**	344346	**41N14K155**	10/7/2019	**GROSEILLIERS**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	146562	**42C04H196**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	160105	**42C04H216**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	248569	**42C04H197**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	278020	**42C04H198**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	308605	**42C04H239**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	315837	**42C04H218**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	327368	**42C04H199**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	332111	**42C04H219**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	332112	**42C04H217**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
PUKASWA RIVER	**CLAIM**	332113	**42C04H238**	4/27/2020	**PUKASKWA RIVER AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	105316	**42C04C155**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	105646	**42C04B092**	11/26/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	108269	**42C04C140**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	111330	**42C04B077**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	122551	**42C04B104**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	126175	**42C04C160**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	126555	**42C04B072**	11/26/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	126556	**42C04B093**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	127920	**42C04B054**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	128154	**42C04B071**	12/16/2020	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	128155	**42C04B091**	12/16/2020	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	130175	**42C04C158**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	132228	**42C04B056**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	132973	**42C04B130**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	135451	**42C04C174**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	136799	**42C04B089**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	147655	**42C04C178**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	148915	**42C04B055**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	153307	**42C04C179**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	157872	**42C04C159**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	159084	**42C04B059**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	159085	**42C04A061**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	164095	**42C04B069**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	167105	**42C04B125**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	174066	**42C04B053**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	177349	**42C04B142**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	178944	**42C04B108**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	180055	**42C04B127**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	183198	**42C04C176**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	183343	**42C04B094**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	184637	**42C04B060**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	190060	**42C04B073**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	193826	**42C04C180**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	199536	**42C04B126**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	205080	**42C04B129**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	205847	**42C04B128**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	213404	**42C04C138**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	217155	**42C04C137**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	218079	**42C04B141**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	226665	**42C04B075**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	226666	**42C04B074**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	232455	**42C04A041**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	232456	**42C04B079**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	235251	**42C04C173**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	236048	**42C04B109**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	237932	**42C04B105**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	238985	**42C04C139**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	239298	**42C04B095**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	245105	**42C04B058**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	246569	**42C04B124**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	246768	**42C04B107**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	248351	**42C04B070**	12/16/2020	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	251452	**42C04B122**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	253917	**42C04B147**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	260314	**42C04B080**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	270555	**42C04B149**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	271905	**42C04B057**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	271906	**42C04B078**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD

DAVID LAKES	**CLAIM**	272376	**42C04C157**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	272558	**42C04B146**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	279297	**42C04B144**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	279955	**42C04B123**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	283155	**42C04C156**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	287984	**42C04B090**	12/16/2020	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	290689	**42C04B106**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	297983	**42C04B145**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	300218	**42C04B076**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	303435	**42C04C154**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	305269	**42C04C175**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	316962	**42C04C177**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	318919	**42C04B110**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	324067	**42C04A021**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	330419	**42C04C136**	12/16/2019	**CAMP LAKE AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	330519	**42C04B148**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	338918	**42C04B143**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
DAVID LAKES	**CLAIM**	344400	**42C04B121**	12/16/2019	**DAVID LAKES AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	112101	**42C03E331**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	114344	**42C03E372**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	131359	**42C03E353**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	132683	**42C03E271**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	139752	**42C03E289**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	139753	**42C03E349**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	140774	**42C03E287**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	140775	**42C03E286**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	140776	**42C03E307**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	140777	**42C03E327**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	140778	**42C03E348**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	140779	**42C03E346**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	146161	**42C03E328**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	163247	**42C03E308**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	166807	**42C03E374**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	168136	**42C03E254**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	174303	**42C03E350**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	192372	**42C03E310**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	196098	**42C03E332**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	196099	**42C03E352**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	197395	**42C03E231**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	197396	**42C03E274**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	217527	**42C03E251**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	222519	**42C03E288**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	230013	**42C03E326**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	242662	**42C03E347**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	249051	**42C03E329**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	249498	**42C03E285**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	260545	**42C03E330**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	270070	**42C03E333**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	271426	**42C03E252**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	283533	**42C03E234**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	283534	**42C03E233**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	283535	**42C03E232**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	288603	**42C03E306**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	297192	**42C03E345**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	299884	**42C03E375**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	301254	**42C03E272**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	309398	**42C03E305**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	317200	**42C03E355**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	317201	**42C03E354**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	317202	**42C03E373**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	317203	**42C03E371**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	327213	**42C03E351**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	333142	**42C03E253**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	333143	**42C03E273**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD
MISHIBISHU LAKE	**CLAIM**	335949	**42C03E309**	1/26/2020	**MISHIBISHU LAKE AREA**	(116736) WESDOME GOLD

Moss Lake

PROPERTY	TYPE	CLAIM	CELL_KEY_ID	EXPIRY DATE	TOWNSHIP	RECORD NAME
HAMLIN	**CLAIM**	102866	**52B07K055**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	102867	**52B07K053**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	102991	**52B07K009**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	102992	**52B07K006**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	102993	**52B07K068**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	103086	**52B07K078**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	108491	**52B07K090**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	112085	**52B07J045**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	118305	**52B07K048**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	118394	**52B07K018**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	118395	**52B07J002**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	118396	**52B07K080**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	118397	**52B10B363**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	125714	**52B07K095**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	125715	**52B07K094**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	126364	**52B07K065**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	126449	**52B07K037**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	126450	**52B07J041**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	126451	**52B07J006**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	126452	**52B07J005**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	126453	**52B07K030**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	130135	**52B07K105**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	130912	**52B07K087**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	130913	**52B07K109**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	136430	**52B07J104**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	141884	**52B07J105**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	141885	**52B07J123**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	145692	**52B07J065**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	147614	**52B07K088**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	147615	**52B07K111**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	154329	**52B07K026**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	154412	**52B07K058**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	154413	**52B07J042**	4/19/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	154415	**52B10B365**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	154416	**52B07J003**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	155973	**52B07J086**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	155974	**52B07J102**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	155975	**52B07J125**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	159809	**52B07J044**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	159810	**52B07J064**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	170342	**52B10C393**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	170343	**52B07K016**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	170632	**52B07J084**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	171040	**52B10B366**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	171041	**52B10B383**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	171549	**52B07K052**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	173149	**52B07K047**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	173758	**52B07K098**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	173759	**52B07K097**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	173761	**52B07K059**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	173763	**52B07K031**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	174283	**52B07J063**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	183153	**52B07K076**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	183583	**52B07K108**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	189100	**52B07K054**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	189224	**52B07K008**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	189225	**52B07K029**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	189226	**52B07K085**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	189808	**52B07K039**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	189811	**52B07K011**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	189826	**52B07K072**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	192357	**52B07J024**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	200593	**52B07J085**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	206165	**52B10B367**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	206903	**52B07K007**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	207006	**52B07J022**	4/19/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	207007	**52B07K060**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	207009	**52B10B362**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	207029	**52B07K051**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	207030	**52B07K050**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	208614	**52B07J083**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	208615	**52B07J106**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	208616	**52B07J126**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	212937	**52B07K091**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	212938	**52B07K086**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219033	**52B07K074**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD

HAMLIN	**CLAIM**	219686	**52B07K025**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219767	**52B07K077**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219768	**52B07J001**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219769	**52B10B364**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219770	**52B10B384**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219771	**52B07J004**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219772	**52B07K010**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	219787	**52B07K070**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	226467	**52B07K014**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	226468	**52B07K013**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	226469	**52B07K096**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	227123	**52B07K027**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	227124	**52B07K049**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	227125	**52B07K067**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	227707	**52B07K019**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	227708	**52B07K040**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	227711	**52B07K032**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	237191	**52B07J122**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	240974	**52B07J046**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	240975	**52B07J066**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	242831	**52B07K110**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	242832	**52B07K106**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	248522	**52B07J023**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	262387	**52B07K107**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	264744	**52B10B368**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	266240	**52B07K015**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	266241	**52B07K075**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	266242	**52B07K073**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	266243	**52B07K093**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	266937	**52B07K038**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	273704	**52B07K035**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	274929	**52B07K057**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	274930	**52B07J062**	4/19/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	274931	**52B10B385**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	277126	**52B10B349**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	286426	**52B07K046**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	286427	**52B07K069**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	286428	**52B07K066**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	287013	**52B10B386**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	293823	**52B07K017**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	293824	**52B07J021**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	297466	**52B07K089**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	308299	**52B07J026**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	311215	**52B07J103**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	315016	**52B07J025**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	322341	**52B07K033**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	322967	**52B07K005**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	322968	**52B07K028**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	322969	**52B07K045**	3/3/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	323036	**52B07K012**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	323051	**52B07K071**	8/1/2020	**POWELL LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	323925	**52B07J082**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	323926	**52B07J124**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	327195	**52B07J043**	4/19/2020	**NELSON LAKE AREA**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	335340	**52B07K020**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	335341	**52B07J061**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	335342	**52B07K079**	2/8/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	335344	**52B10B382**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	335884	**52B10B350**	5/23/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	344725	**52B07K036**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN	**CLAIM**	344726	**52B07K056**	7/10/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	114722	**52B10B344**	2/7/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	139830	**52B10B343**	2/7/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	145259	**52B10B346**	2/7/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	164142	**52B10B347**	2/7/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	170344	**52B07K034**	7/10/2020	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	173731	**52B10B348**	2/7/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	211974	**52B10B345**	2/7/2021	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	216618	**52B10B330**	9/5/2022	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	236706	**52B10B329**	9/5/2022	**MOSS**	(300998) MOSS LAKE GOLD
HAMLIN AND MOSS	**CLAIM**	321089	**52B10B328**	9/5/2022	**MOSS**	(300998) MOSS LAKE GOLD

SCHEDULE 2.1

LENDERS AND COMMITMENTS

Lender	Commitment
National Bank of Canada	**[amount redacted]**
Investec Bank plc	**[amount redacted]**
Fédération des caisses Desjardins du Québec	**[amount redacted]**
Total :	Cdn.$45,000,000

SCHEDULE 3.1(5)

LITIGATION

None.

SCHEDULE 3.1(11)

CASUALTY EVENTS

None.

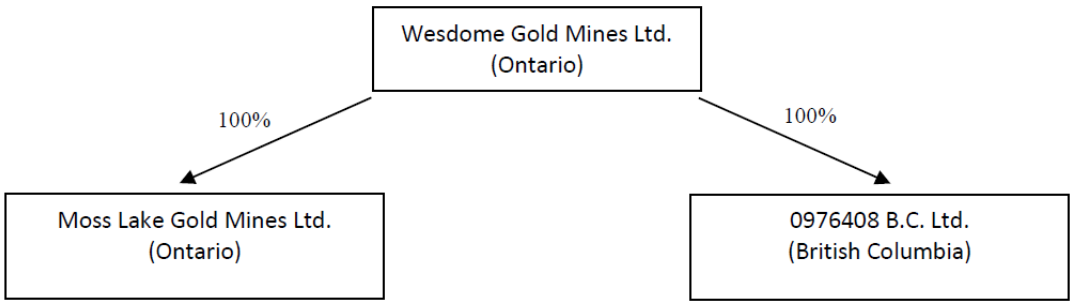
SCHEDULE 3.1(12)

SUBSIDIARIES

Group Party	Form of Legal Entity	Jurisdiction of Organization	Issued Equity Securities and Owner	Owned Equity Securities
Wesdome Gold Mines Ltd.	Corporation	Ontario	137,194,996* Common Shares Publicly traded.	All of the issued and outstanding Equity Securities of Moss Lake Gold Mines Ltd. and 0976408 B.C. Ltd.
Moss Lake Gold Mines Ltd.	Corporation	Ontario	1 Common Share (Certificate C-1) **Owner:** Wesdome Gold Mines Ltd. (100%)	None.
0976408 B.C. Ltd.	Corporation	British Columbia	4,014,733 Common Shares (Certificate CR-1) **Owner:** Wesdome Gold Mines Ltd. (100%)	None.

*****As of August 31, 2019

Organizational Chart



SCHEDULE 3.1(16)

MATERIAL CONTRACTS

[List of Material Contracts redacted]

SCHEDULE 3.1(17)

ENVIRONMENTAL MATTERS

None.

SCHEDULE 3.1(18)

EMPLOYEE MATTERS

None.

SCHEDULE 3.1(20)

INTELLECTUAL PROPERTY RIGHTS

None.

SCHEDULE 3.1(24)

FILING JURISDICTIONS

1. Ontario
2. Québec
3. British Columbia

SCHEDULE 3.1(25)

PROJECT APPROVALS

PROJECT MINING RIGHTS

Ontario

Eagle River Complex

Patented (Freehold) Mining Claims

Claim	Township	Record Name	PIN(s)
PAT-16354	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0010 (LT)
PAT-16355	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0011 (LT) 62502-0009 (LT)
PAT-16356	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0010 (LT) 62502-0009 (LT)
PAT-16357	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16358	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16359	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16360	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16361	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16362	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16363	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16364	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16365	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16366	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16367	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16368	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0011 (LT)
PAT-16369	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0010 (LT)
PAT-16370	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0010 (LT)

Claim	Township	Record Name	PIN(s)
PAT-16371	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0010 (LT)
PAT-16372	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0009 (LT) 62502-0010 (LT)

Mining Leases and Licenses

Claim	Township	Record Name	PIN(s)
LEA-108945	POINT ISACOR	WESDOME GOLD MINES LTD.	62502-0013 (LT)
LEA-108946	POINT ISACOR	WESDOME GOLD MINES LTD.	62502-0022 (LT)
LEA-107273	POINT ISACOR	WESDOME GOLD MINES LTD.	62502-0024 (LT)
LEA-107379	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0017 (LT)
LEA-108268	MISHIBISHU LAKE	WESDOME GOLD MINES LTD. & 0976408 B.C. LTD.	62502-0105 (LT)
LEA-109286	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0023 (LT) 62502-0111 (LT)
LEA-109576	MISHIBISHU LAKE	WESDOME GOLD MINES LTD.	62502-0111 (LT)
LEA-109287	MISHIBISHU LAKE	0976408 B.C. LTD.	62502-0015 (LT)
LEA-109575	MISHIBISHU LAKE	0976408 B.C. LTD.	62502-0110 (LT)
LEA-109288	MISHIBISHU LAKE	0976408 B.C. LTD.	62502-0014 (LT)
LEA-107260	MISHIBISHU LAKE	WESDOME GOLD MINES LTD. & 0976408 B.C. LTD.	62502-0016 (LT)

Unpatented Mining Claims

(see attached)

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type
693607	POINT ISACOR AREA	104259	Single Cell Mining Claim
693608	POINT ISACOR AREA	104259	Single Cell Mining Claim
693619	POINT ISACOR AREA	104259	Single Cell Mining Claim
693620	POINT ISACOR AREA	104259	Single Cell Mining Claim
3018209	POINT ISACOR AREA	104422	Boundary Cell Mining Claim
1063607	POINT ISACOR AREA	104874	Single Cell Mining Claim
1063608	POINT ISACOR AREA	104874	Single Cell Mining Claim
693613	POINT ISACOR AREA	104874	Single Cell Mining Claim
693615	POINT ISACOR AREA	104874	Single Cell Mining Claim
998153	GROSEILLIERS	105087	Single Cell Mining Claim
998154	GROSEILLIERS	105087	Single Cell Mining Claim
998155	GROSEILLIERS	105087	Single Cell Mining Claim
998156	GROSEILLIERS	105087	Single Cell Mining Claim
998157	GROSEILLIERS	105087	Single Cell Mining Claim
998158	GROSEILLIERS	105087	Single Cell Mining Claim
661126	MISHIBISHU LAKE AREA	105292	Single Cell Mining Claim
661127	MISHIBISHU LAKE AREA	105292	Single Cell Mining Claim
661163	MISHIBISHU LAKE AREA	105292	Single Cell Mining Claim
661164	MISHIBISHU LAKE AREA	105292	Single Cell Mining Claim
998202	POINT ISACOR AREA	105303	Single Cell Mining Claim
998203	POINT ISACOR AREA	105303	Single Cell Mining Claim
998204	POINT ISACOR AREA	105303	Single Cell Mining Claim
1028389	CAMP LAKE AREA	105316	Single Cell Mining Claim
1028396	CAMP LAKE AREA	105316	Single Cell Mining Claim
779115	DAVID LAKES AREA	105646	Single Cell Mining Claim
779116	DAVID LAKES AREA	105646	Single Cell Mining Claim
1026802	GROSEILLIERS	105742	Single Cell Mining Claim
1026803	GROSEILLIERS	105742	Single Cell Mining Claim
1026926	GROSEILLIERS	105742	Single Cell Mining Claim
1026927	GROSEILLIERS	105742	Single Cell Mining Claim
1026928	GROSEILLIERS	105742	Single Cell Mining Claim
1026929	GROSEILLIERS	105742	Single Cell Mining Claim
998128	POINT ISACOR AREA	105883	Single Cell Mining Claim
998129	POINT ISACOR AREA	105883	Single Cell Mining Claim
998130	POINT ISACOR AREA	105883	Single Cell Mining Claim
998131	POINT ISACOR AREA	105883	Single Cell Mining Claim
1061716	POINT ISACOR AREA	106016	Single Cell Mining Claim
1061717	POINT ISACOR AREA	106016	Single Cell Mining Claim
1183302	POINT ISACOR AREA	106016	Single Cell Mining Claim
1236996	POINT ISACOR AREA	106016	Single Cell Mining Claim
1037207	POINT ISACOR AREA	106813	Single Cell Mining Claim
1037208	POINT ISACOR AREA	106813	Single Cell Mining Claim
1037209	POINT ISACOR AREA	106813	Single Cell Mining Claim
1037210	POINT ISACOR AREA	106813	Single Cell Mining Claim
997828	POINT ISACOR AREA	107126	Single Cell Mining Claim
997839	POINT ISACOR AREA	107126	Single Cell Mining Claim

998130	POINT ISACOR AREA	107126	Single Cell Mining Claim
998139	POINT ISACOR AREA	107126	Single Cell Mining Claim
1037207	POINT ISACOR AREA	107127	Single Cell Mining Claim
1037208	POINT ISACOR AREA	107127	Single Cell Mining Claim
997838	POINT ISACOR AREA	107127	Single Cell Mining Claim
997839	POINT ISACOR AREA	107127	Single Cell Mining Claim
1061733	POINT ISACOR AREA	107201	Single Cell Mining Claim
1061734	POINT ISACOR AREA	107201	Single Cell Mining Claim
637732	PILOT HARBOUR AREA,POIN	107469	Single Cell Mining Claim
637733	PILOT HARBOUR AREA,POIN	107469	Single Cell Mining Claim
693630	PILOT HARBOUR AREA,POIN	107469	Single Cell Mining Claim
693631	PILOT HARBOUR AREA,POIN	107469	Single Cell Mining Claim
924541	PILOT HARBOUR AREA,POIN	107469	Single Cell Mining Claim
1027274	GROSEILLIERS	107517	Single Cell Mining Claim
1027275	GROSEILLIERS	107517	Single Cell Mining Claim
1027279	GROSEILLIERS	107517	Single Cell Mining Claim
1027280	GROSEILLIERS	107517	Single Cell Mining Claim
1026126	GROSEILLIERS	107942	Single Cell Mining Claim
1026129	GROSEILLIERS	107942	Single Cell Mining Claim
998168	GROSEILLIERS	107942	Single Cell Mining Claim
998169	GROSEILLIERS	107942	Single Cell Mining Claim
1069081	POINT ISACOR AREA	107991	Single Cell Mining Claim
1069082	POINT ISACOR AREA	107991	Single Cell Mining Claim
1183302	POINT ISACOR AREA	107991	Single Cell Mining Claim
1236989	POINT ISACOR AREA	107991	Single Cell Mining Claim
1238320	MISHIBISHU LAKE AREA	108131	Single Cell Mining Claim
1028330	CAMP LAKE AREA,DAVID LA	108269	Single Cell Mining Claim
1028337	CAMP LAKE AREA,DAVID LA	108269	Single Cell Mining Claim
1028375	CAMP LAKE AREA,DAVID LA	108269	Single Cell Mining Claim
1027257	GROSEILLIERS	109520	Single Cell Mining Claim
1027258	GROSEILLIERS	109520	Single Cell Mining Claim
1027277	GROSEILLIERS	109520	Single Cell Mining Claim
997816	POINT ISACOR AREA	111002	Single Cell Mining Claim
997817	POINT ISACOR AREA	111002	Single Cell Mining Claim
997826	POINT ISACOR AREA	111002	Single Cell Mining Claim
997827	POINT ISACOR AREA	111002	Single Cell Mining Claim
779137	DAVID LAKES AREA	111330	Single Cell Mining Claim
779155	DAVID LAKES AREA	111330	Single Cell Mining Claim
1027223	GROSEILLIERS	111596	Boundary Cell Mining Claim
1027289	GROSEILLIERS	111596	Boundary Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	112101	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	112101	Single Cell Mining Claim
924544	DAVID LAKES AREA,MISHIB	113287	Single Cell Mining Claim
924545	DAVID LAKES AREA,MISHIB	113287	Single Cell Mining Claim
924548	DAVID LAKES AREA,MISHIB	113287	Single Cell Mining Claim
924556	DAVID LAKES AREA,MISHIB	113287	Single Cell Mining Claim
690804	POINT ISACOR AREA	113953	Single Cell Mining Claim

997210	POINT ISACOR AREA	113953	Single Cell Mining Claim
997220	POINT ISACOR AREA	113953	Single Cell Mining Claim
690804	POINT ISACOR AREA	113954	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	114344	Single Cell Mining Claim
4251712	POINT ISACOR AREA	118757	Boundary Cell Mining Claim
1027247	GROSEILLIERS	118797	Single Cell Mining Claim
1027248	GROSEILLIERS	118797	Single Cell Mining Claim
1026942	GROSEILLIERS	119437	Single Cell Mining Claim
1026949	GROSEILLIERS	119437	Single Cell Mining Claim
1027260	GROSEILLIERS	119437	Single Cell Mining Claim
1027261	GROSEILLIERS	119437	Single Cell Mining Claim
1027266	GROSEILLIERS	119437	Single Cell Mining Claim
1026942	GROSEILLIERS	119438	Single Cell Mining Claim
1026943	GROSEILLIERS	119438	Single Cell Mining Claim
1026948	GROSEILLIERS	119438	Single Cell Mining Claim
1026949	GROSEILLIERS	119438	Single Cell Mining Claim
1026951	GROSEILLIERS	119438	Single Cell Mining Claim
1069076	MISHIBISHU LAKE AREA	119594	Boundary Cell Mining Claim
1069083	MISHIBISHU LAKE AREA	119594	Boundary Cell Mining Claim
1069074	POINT ISACOR AREA	119695	Boundary Cell Mining Claim
3018209	POINT ISACOR AREA	119695	Boundary Cell Mining Claim
1069083	MISHIBISHU LAKE AREA	119768	Single Cell Mining Claim
1069084	MISHIBISHU LAKE AREA	119768	Single Cell Mining Claim
1026933	GROSEILLIERS	120006	Single Cell Mining Claim
1026934	GROSEILLIERS	120006	Single Cell Mining Claim
1026941	GROSEILLIERS	120006	Single Cell Mining Claim
1027256	GROSEILLIERS	120006	Single Cell Mining Claim
997830	POINT ISACOR AREA	120736	Single Cell Mining Claim
997831	POINT ISACOR AREA	120736	Single Cell Mining Claim
997836	POINT ISACOR AREA	120736	Single Cell Mining Claim
997837	POINT ISACOR AREA	120736	Single Cell Mining Claim
1061736	POINT ISACOR AREA	121519	Single Cell Mining Claim
1061737	POINT ISACOR AREA	121519	Single Cell Mining Claim
1061738	POINT ISACOR AREA	121519	Single Cell Mining Claim
1061739	POINT ISACOR AREA	121519	Single Cell Mining Claim
801306	DAVID LAKES AREA	122551	Single Cell Mining Claim
998163	POINT ISACOR AREA	122749	Single Cell Mining Claim
998164	POINT ISACOR AREA	122749	Single Cell Mining Claim
998171	POINT ISACOR AREA	122749	Single Cell Mining Claim
998172	POINT ISACOR AREA	122749	Single Cell Mining Claim
1027239	GROSEILLIERS	123292	Single Cell Mining Claim
1027252	GROSEILLIERS	123292	Single Cell Mining Claim
1027253	GROSEILLIERS	123292	Single Cell Mining Claim
1026122	POINT ISACOR AREA	123919	Single Cell Mining Claim
998487	POINT ISACOR AREA	123919	Single Cell Mining Claim
997818	POINT ISACOR AREA	124647	Single Cell Mining Claim
997819	POINT ISACOR AREA	124647	Single Cell Mining Claim

1027254	GROSEILLIERS,POINT ISACO	124668	Single Cell Mining Claim
1037383	GROSEILLIERS,POINT ISACO	124668	Single Cell Mining Claim
998193	POINT ISACOR AREA	126096	Single Cell Mining Claim
998194	POINT ISACOR AREA	126096	Single Cell Mining Claim
998195	POINT ISACOR AREA	126096	Single Cell Mining Claim
998196	POINT ISACOR AREA	126096	Single Cell Mining Claim
998197	POINT ISACOR AREA	126096	Single Cell Mining Claim
1028330	CAMP LAKE AREA,DAVID LA	126175	Single Cell Mining Claim
1028331	CAMP LAKE AREA,DAVID LA	126175	Single Cell Mining Claim
1028336	CAMP LAKE AREA,DAVID LA	126175	Single Cell Mining Claim
1028337	CAMP LAKE AREA,DAVID LA	126175	Single Cell Mining Claim
1028374	CAMP LAKE AREA,DAVID LA	126175	Single Cell Mining Claim
1028375	CAMP LAKE AREA,DAVID LA	126175	Single Cell Mining Claim
779115	DAVID LAKES AREA	126555	Single Cell Mining Claim
779116	DAVID LAKES AREA	126555	Single Cell Mining Claim
779116	DAVID LAKES AREA	126556	Single Cell Mining Claim
779117	DAVID LAKES AREA	126556	Single Cell Mining Claim
998151	POINT ISACOR AREA	126644	Single Cell Mining Claim
998152	POINT ISACOR AREA	126644	Single Cell Mining Claim
998159	POINT ISACOR AREA	126644	Single Cell Mining Claim
998160	POINT ISACOR AREA	126644	Single Cell Mining Claim
998159	POINT ISACOR AREA	126645	Single Cell Mining Claim
998160	POINT ISACOR AREA	126645	Single Cell Mining Claim
998163	POINT ISACOR AREA	126645	Single Cell Mining Claim
998164	POINT ISACOR AREA	126645	Single Cell Mining Claim
1026955	GROSEILLIERS	127370	Single Cell Mining Claim
1027238	GROSEILLIERS	127399	Single Cell Mining Claim
1027239	GROSEILLIERS	127399	Single Cell Mining Claim
1026089	POINT ISACOR AREA	127502	Single Cell Mining Claim
1026090	POINT ISACOR AREA	127502	Single Cell Mining Claim
997835	POINT ISACOR AREA	127502	Single Cell Mining Claim
997836	POINT ISACOR AREA	127502	Single Cell Mining Claim
1026120	GROSEILLIERS,POINT ISACO	127507	Single Cell Mining Claim
1026121	GROSEILLIERS,POINT ISACO	127507	Single Cell Mining Claim
1026124	GROSEILLIERS,POINT ISACO	127507	Single Cell Mining Claim
1026125	GROSEILLIERS,POINT ISACO	127507	Single Cell Mining Claim
693605	MISHIBISHU LAKE AREA,PO	127796	Single Cell Mining Claim
693606	MISHIBISHU LAKE AREA,PO	127796	Single Cell Mining Claim
693621	MISHIBISHU LAKE AREA,PO	127796	Single Cell Mining Claim
693622	MISHIBISHU LAKE AREA,PO	127796	Single Cell Mining Claim
779118	DAVID LAKES AREA	127920	Single Cell Mining Claim
779132	DAVID LAKES AREA	127920	Single Cell Mining Claim
998143	POINT ISACOR AREA	127921	Single Cell Mining Claim
998144	POINT ISACOR AREA	127921	Single Cell Mining Claim
998190	POINT ISACOR AREA	127921	Single Cell Mining Claim
998191	POINT ISACOR AREA	127921	Single Cell Mining Claim
779109	DAVID LAKES AREA	128154	Single Cell Mining Claim

779115	DAVID LAKES AREA	128154	Single Cell Mining Claim
779109	DAVID LAKES AREA	128155	Single Cell Mining Claim
779115	DAVID LAKES AREA	128155	Single Cell Mining Claim
1183301	PILOT HARBOUR AREA,POIN	128531	Single Cell Mining Claim
637734	PILOT HARBOUR AREA,POIN	128531	Single Cell Mining Claim
693628	PILOT HARBOUR AREA,POIN	128531	Single Cell Mining Claim
693629	PILOT HARBOUR AREA,POIN	128531	Single Cell Mining Claim
924536	PILOT HARBOUR AREA,POIN	128531	Single Cell Mining Claim
924539	PILOT HARBOUR AREA,POIN	128531	Single Cell Mining Claim
924555	PILOT HARBOUR AREA,POIN	128531	Single Cell Mining Claim
1069075	MISHIBISHU LAKE AREA	129062	Boundary Cell Mining Claim
1069072	POINT ISACOR AREA	129082	Boundary Cell Mining Claim
3018209	POINT ISACOR AREA	129082	Boundary Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	129300	Single Cell Mining Claim
1061720	MISHIBISHU LAKE AREA	129932	Single Cell Mining Claim
1061730	MISHIBISHU LAKE AREA	129932	Single Cell Mining Claim
1061731	MISHIBISHU LAKE AREA	129932	Single Cell Mining Claim
1218191	PILOT HARBOUR AREA	129938	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	129938	Single Cell Mining Claim
1061732	POINT ISACOR AREA	129962	Single Cell Mining Claim
1061733	POINT ISACOR AREA	129962	Single Cell Mining Claim
1238320	POINT ISACOR AREA	129962	Single Cell Mining Claim
1028341	CAMP LAKE AREA	130175	Single Cell Mining Claim
1028342	CAMP LAKE AREA	130175	Single Cell Mining Claim
1028347	CAMP LAKE AREA	130175	Single Cell Mining Claim
1028348	CAMP LAKE AREA	130175	Single Cell Mining Claim
1061734	POINT ISACOR AREA	130199	Single Cell Mining Claim
1061735	POINT ISACOR AREA	130199	Single Cell Mining Claim
1061740	POINT ISACOR AREA	130199	Single Cell Mining Claim
1061741	POINT ISACOR AREA	130199	Single Cell Mining Claim
1061720	MISHIBISHU LAKE AREA,PO	130811	Single Cell Mining Claim
1061721	MISHIBISHU LAKE AREA,PO	130811	Single Cell Mining Claim
1061729	MISHIBISHU LAKE AREA,PO	130811	Single Cell Mining Claim
1061730	MISHIBISHU LAKE AREA,PO	130811	Single Cell Mining Claim
1061731	MISHIBISHU LAKE AREA,PO	130811	Single Cell Mining Claim
1061732	MISHIBISHU LAKE AREA,PO	130811	Single Cell Mining Claim
1061732	POINT ISACOR AREA	130841	Single Cell Mining Claim
1061733	POINT ISACOR AREA	130841	Single Cell Mining Claim
1238320	POINT ISACOR AREA	130841	Single Cell Mining Claim
1061733	POINT ISACOR AREA	130842	Single Cell Mining Claim
1061734	POINT ISACOR AREA	130842	Single Cell Mining Claim
1061741	POINT ISACOR AREA	130842	Single Cell Mining Claim
1238320	POINT ISACOR AREA	130842	Single Cell Mining Claim
1026080	POINT ISACOR AREA	130924	Single Cell Mining Claim
1037208	POINT ISACOR AREA	130924	Single Cell Mining Claim
997837	POINT ISACOR AREA	130924	Single Cell Mining Claim
997838	POINT ISACOR AREA	130924	Single Cell Mining Claim

1061734	POINT ISACOR AREA	130976	Single Cell Mining Claim
1061740	POINT ISACOR AREA	130976	Single Cell Mining Claim
1061741	POINT ISACOR AREA	130976	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	131359	Single Cell Mining Claim
998158	GROSEILLIERS,POINT ISACO	132137	Single Cell Mining Claim
998159	GROSEILLIERS,POINT ISACO	132137	Single Cell Mining Claim
998164	GROSEILLIERS,POINT ISACO	132137	Single Cell Mining Claim
998165	GROSEILLIERS,POINT ISACO	132137	Single Cell Mining Claim
779137	DAVID LAKES AREA	132228	Single Cell Mining Claim
779138	DAVID LAKES AREA	132228	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	132683	Single Cell Mining Claim
801312	DAVID LAKES AREA	132973	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	133082	Single Cell Mining Claim
1027231	GROSEILLIERS	133403	Single Cell Mining Claim
690804	POINT ISACOR AREA	133986	Single Cell Mining Claim
1061719	MISHIBISHU LAKE AREA	134408	Single Cell Mining Claim
1069084	MISHIBISHU LAKE AREA	134408	Single Cell Mining Claim
924540	PILOT HARBOUR AREA	134831	Single Cell Mining Claim
924541	PILOT HARBOUR AREA	134831	Single Cell Mining Claim
1028396	CAMP LAKE AREA	135451	Single Cell Mining Claim
1028397	CAMP LAKE AREA	135451	Single Cell Mining Claim
924528	PILOT HARBOUR AREA,POIN	135978	Single Cell Mining Claim
924529	PILOT HARBOUR AREA,POIN	135978	Single Cell Mining Claim
924530	PILOT HARBOUR AREA,POIN	135978	Single Cell Mining Claim
924531	PILOT HARBOUR AREA,POIN	135978	Single Cell Mining Claim
924552	PILOT HARBOUR AREA,POIN	135978	Single Cell Mining Claim
924553	PILOT HARBOUR AREA,POIN	135978	Single Cell Mining Claim
1061722	POINT ISACOR AREA	136043	Single Cell Mining Claim
1061723	POINT ISACOR AREA	136043	Single Cell Mining Claim
1061727	POINT ISACOR AREA	136043	Single Cell Mining Claim
1061728	POINT ISACOR AREA	136043	Single Cell Mining Claim
1061733	POINT ISACOR AREA	136043	Single Cell Mining Claim
1061734	POINT ISACOR AREA	136043	Single Cell Mining Claim
1061723	POINT ISACOR AREA	136044	Single Cell Mining Claim
1061724	POINT ISACOR AREA	136044	Single Cell Mining Claim
1061726	POINT ISACOR AREA	136044	Single Cell Mining Claim
1061727	POINT ISACOR AREA	136044	Single Cell Mining Claim
1061734	POINT ISACOR AREA	136044	Single Cell Mining Claim
1061735	POINT ISACOR AREA	136044	Single Cell Mining Claim
801350	DAVID LAKES AREA	136799	Single Cell Mining Claim
801356	DAVID LAKES AREA	136799	Single Cell Mining Claim
801357	DAVID LAKES AREA	136799	Single Cell Mining Claim
1183303	POINT ISACOR AREA	137169	Single Cell Mining Claim
693613	POINT ISACOR AREA	137169	Single Cell Mining Claim
1026918	GROSEILLIERS	137313	Single Cell Mining Claim
1026919	GROSEILLIERS	137313	Single Cell Mining Claim
1026920	GROSEILLIERS	137313	Single Cell Mining Claim

1218192	PILOT HARBOUR AREA	137342	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	137342	Single Cell Mining Claim
1026082	POINT ISACOR AREA	137557	Single Cell Mining Claim
1026083	POINT ISACOR AREA	137557	Single Cell Mining Claim
1026084	POINT ISACOR AREA	137557	Single Cell Mining Claim
1037212	POINT ISACOR AREA	137557	Single Cell Mining Claim
1037213	POINT ISACOR AREA	137557	Single Cell Mining Claim
1026084	POINT ISACOR AREA	137558	Single Cell Mining Claim
998197	POINT ISACOR AREA	137715	Single Cell Mining Claim
998198	POINT ISACOR AREA	137715	Single Cell Mining Claim
998199	POINT ISACOR AREA	137715	Single Cell Mining Claim
998204	POINT ISACOR AREA	137715	Single Cell Mining Claim
997833	POINT ISACOR AREA	137961	Single Cell Mining Claim
997834	POINT ISACOR AREA	137961	Single Cell Mining Claim
997835	POINT ISACOR AREA	137961	Single Cell Mining Claim
998162	POINT ISACOR AREA	137961	Single Cell Mining Claim
998173	POINT ISACOR AREA	137961	Single Cell Mining Claim
1026958	GROSEILLIERS	138123	Single Cell Mining Claim
1026959	GROSEILLIERS	138123	Single Cell Mining Claim
1026968	GROSEILLIERS	138123	Single Cell Mining Claim
1026969	GROSEILLIERS	138123	Single Cell Mining Claim
1027222	GROSEILLIERS	138228	Single Cell Mining Claim
1027223	GROSEILLIERS	138228	Single Cell Mining Claim
1027224	GROSEILLIERS	138228	Single Cell Mining Claim
1061715	POINT ISACOR AREA	139308	Single Cell Mining Claim
1061716	POINT ISACOR AREA	139308	Single Cell Mining Claim
1061723	POINT ISACOR AREA	139308	Single Cell Mining Claim
1061724	POINT ISACOR AREA	139308	Single Cell Mining Claim
1026959	GROSEILLIERS	139388	Single Cell Mining Claim
1026960	GROSEILLIERS	139388	Single Cell Mining Claim
1026967	GROSEILLIERS	139388	Single Cell Mining Claim
1026968	GROSEILLIERS	139388	Single Cell Mining Claim
1026120	GROSEILLIERS,POINT ISACO	139555	Single Cell Mining Claim
1026125	GROSEILLIERS,POINT ISACO	139555	Single Cell Mining Claim
998170	GROSEILLIERS,POINT ISACO	139555	Single Cell Mining Claim
998171	GROSEILLIERS,POINT ISACO	139555	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	139752	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	139753	Single Cell Mining Claim
693617	POINT ISACOR AREA	139994	Single Cell Mining Claim
693618	POINT ISACOR AREA	139994	Single Cell Mining Claim
693619	POINT ISACOR AREA	139994	Single Cell Mining Claim
693628	POINT ISACOR AREA	139994	Single Cell Mining Claim
924554	POINT ISACOR AREA	139994	Single Cell Mining Claim
924555	POINT ISACOR AREA	139994	Single Cell Mining Claim
997211	POINT ISACOR AREA	140007	Single Cell Mining Claim
997212	POINT ISACOR AREA	140007	Single Cell Mining Claim
997218	POINT ISACOR AREA	140007	Single Cell Mining Claim

997219	POINT ISACOR AREA	140007	Single Cell Mining Claim
998125	POINT ISACOR AREA	140007	Single Cell Mining Claim
998126	POINT ISACOR AREA	140007	Single Cell Mining Claim
997816	POINT ISACOR AREA	140476	Single Cell Mining Claim
997817	POINT ISACOR AREA	140476	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	140774	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	140775	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	140776	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	140777	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	140778	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	140778	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	140779	Single Cell Mining Claim
1027258	GROSEILLIERS	142532	Single Cell Mining Claim
1026124	GROSEILLIERS	142904	Single Cell Mining Claim
1026125	GROSEILLIERS	142904	Single Cell Mining Claim
1026126	GROSEILLIERS	142904	Single Cell Mining Claim
1026127	GROSEILLIERS	142904	Single Cell Mining Claim
1061731	MISHIBISHU LAKE AREA	143569	Single Cell Mining Claim
1238320	MISHIBISHU LAKE AREA	143569	Single Cell Mining Claim
1026965	GROSEILLIERS	144203	Single Cell Mining Claim
1026966	GROSEILLIERS	144203	Single Cell Mining Claim
1027236	GROSEILLIERS	144203	Single Cell Mining Claim
1027243	GROSEILLIERS	144203	Single Cell Mining Claim
1026080	POINT ISACOR AREA	145746	Single Cell Mining Claim
1026081	POINT ISACOR AREA	145746	Single Cell Mining Claim
1037208	POINT ISACOR AREA	145746	Single Cell Mining Claim
1037209	POINT ISACOR AREA	145746	Single Cell Mining Claim
1026081	POINT ISACOR AREA	145747	Single Cell Mining Claim
1026082	POINT ISACOR AREA	145747	Single Cell Mining Claim
1037209	POINT ISACOR AREA	145747	Single Cell Mining Claim
1037212	POINT ISACOR AREA	145747	Single Cell Mining Claim
661123	MISHIBISHU LAKE AREA	145751	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	146161	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	146161	Single Cell Mining Claim
3020021	PUKASKWA RIVER AREA	146562	Single Cell Mining Claim
1028342	CAMP LAKE AREA	147655	Single Cell Mining Claim
1028347	CAMP LAKE AREA	147655	Single Cell Mining Claim
1026085	POINT ISACOR AREA	147873	Single Cell Mining Claim
1026094	POINT ISACOR AREA	147873	Single Cell Mining Claim
924543	DAVID LAKES AREA,MISHIB	148771	Single Cell Mining Claim
924544	DAVID LAKES AREA,MISHIB	148771	Single Cell Mining Claim
924546	DAVID LAKES AREA,MISHIB	148771	Single Cell Mining Claim
924547	DAVID LAKES AREA,MISHIB	148771	Single Cell Mining Claim
924548	DAVID LAKES AREA,MISHIB	148771	Single Cell Mining Claim
779131	DAVID LAKES AREA	148915	Single Cell Mining Claim
779132	DAVID LAKES AREA	148915	Single Cell Mining Claim
779138	DAVID LAKES AREA	148915	Single Cell Mining Claim

1231605	PILOT HARBOUR AREA	149175	Single Cell Mining Claim
1026964	GROSEILLIERS	149523	Single Cell Mining Claim
1027244	GROSEILLIERS	149523	Single Cell Mining Claim
1027251	GROSEILLIERS	149523	Single Cell Mining Claim
998155	GROSEILLIERS	149523	Single Cell Mining Claim
1183303	POINT ISACOR AREA	150701	Single Cell Mining Claim
1026121	GROSEILLIERS,POINT ISACO	151813	Single Cell Mining Claim
1026122	GROSEILLIERS,POINT ISACO	151813	Single Cell Mining Claim
1026123	GROSEILLIERS,POINT ISACO	151813	Single Cell Mining Claim
1026124	GROSEILLIERS,POINT ISACO	151813	Single Cell Mining Claim
998131	POINT ISACOR AREA	151847	Single Cell Mining Claim
998132	POINT ISACOR AREA	151847	Single Cell Mining Claim
998133	POINT ISACOR AREA	151847	Single Cell Mining Claim
998136	POINT ISACOR AREA	151847	Single Cell Mining Claim
998137	POINT ISACOR AREA	151847	Single Cell Mining Claim
998138	POINT ISACOR AREA	151847	Single Cell Mining Claim
997205	POINT ISACOR AREA	152199	Single Cell Mining Claim
997209	POINT ISACOR AREA	152199	Single Cell Mining Claim
1026090	POINT ISACOR AREA	152492	Single Cell Mining Claim
1026091	POINT ISACOR AREA	152492	Single Cell Mining Claim
998475	POINT ISACOR AREA	152492	Single Cell Mining Claim
998476	POINT ISACOR AREA	152492	Single Cell Mining Claim
998482	POINT ISACOR AREA	152492	Single Cell Mining Claim
998483	POINT ISACOR AREA	152492	Single Cell Mining Claim
1028336	CAMP LAKE AREA	153307	Single Cell Mining Claim
1028342	CAMP LAKE AREA	153307	Single Cell Mining Claim
693616	POINT ISACOR AREA	154539	Single Cell Mining Claim
693617	POINT ISACOR AREA	154539	Single Cell Mining Claim
693628	POINT ISACOR AREA	154539	Single Cell Mining Claim
693629	POINT ISACOR AREA	154539	Single Cell Mining Claim
924555	POINT ISACOR AREA	154539	Single Cell Mining Claim
1026927	GROSEILLIERS	155203	Single Cell Mining Claim
1026928	GROSEILLIERS	155203	Single Cell Mining Claim
1026929	GROSEILLIERS	155203	Single Cell Mining Claim
1026935	GROSEILLIERS	155203	Single Cell Mining Claim
1026936	GROSEILLIERS	155203	Single Cell Mining Claim
1026937	GROSEILLIERS	155203	Single Cell Mining Claim
924530	PILOT HARBOUR AREA,POIN	155871	Single Cell Mining Claim
924531	PILOT HARBOUR AREA,POIN	155871	Single Cell Mining Claim
924532	PILOT HARBOUR AREA,POIN	155871	Single Cell Mining Claim
924533	PILOT HARBOUR AREA,POIN	155871	Single Cell Mining Claim
924553	PILOT HARBOUR AREA,POIN	155871	Single Cell Mining Claim
924554	PILOT HARBOUR AREA,POIN	155871	Single Cell Mining Claim
1026956	GROSEILLIERS	155932	Single Cell Mining Claim
1026967	GROSEILLIERS	155932	Single Cell Mining Claim
1026968	GROSEILLIERS	155932	Single Cell Mining Claim
1027235	GROSEILLIERS	155932	Single Cell Mining Claim

1027289	GROSEILLIERS	156501	Boundary Cell Mining Claim
1027290	GROSEILLIERS	156501	Boundary Cell Mining Claim
1027291	GROSEILLIERS	156501	Boundary Cell Mining Claim
1063608	POINT ISACOR AREA	156720	Single Cell Mining Claim
693613	POINT ISACOR AREA	156720	Single Cell Mining Claim
1028336	CAMP LAKE AREA	157872	Single Cell Mining Claim
1028337	CAMP LAKE AREA	157872	Single Cell Mining Claim
1028341	CAMP LAKE AREA	157872	Single Cell Mining Claim
1028342	CAMP LAKE AREA	157872	Single Cell Mining Claim
779154	DAVID LAKES AREA	159084	Single Cell Mining Claim
827259	DAVID LAKES AREA	159084	Single Cell Mining Claim
827260	DAVID LAKES AREA	159084	Single Cell Mining Claim
827268	DAVID LAKES AREA	159084	Single Cell Mining Claim
827256	DAVID LAKES AREA	159085	Single Cell Mining Claim
827259	DAVID LAKES AREA	159085	Single Cell Mining Claim
661122	MISHIBISHU LAKE AREA	159869	Single Cell Mining Claim
661123	MISHIBISHU LAKE AREA	159869	Single Cell Mining Claim
3020021	DAVID LAKES AREA,PUKASK	160105	Boundary Cell Mining Claim
997821	POINT ISACOR AREA	160525	Single Cell Mining Claim
998150	POINT ISACOR AREA	160525	Single Cell Mining Claim
1027248	GROSEILLIERS	161042	Single Cell Mining Claim
1027249	GROSEILLIERS	161042	Single Cell Mining Claim
1027254	GROSEILLIERS	161042	Single Cell Mining Claim
1027255	GROSEILLIERS	161042	Single Cell Mining Claim
1027263	GROSEILLIERS	161653	Single Cell Mining Claim
1027264	GROSEILLIERS	161653	Single Cell Mining Claim
1027293	GROSEILLIERS	161909	Boundary Cell Mining Claim
1027294	GROSEILLIERS	161909	Boundary Cell Mining Claim
997821	POINT ISACOR AREA	162529	Single Cell Mining Claim
997822	POINT ISACOR AREA	162529	Single Cell Mining Claim
998150	POINT ISACOR AREA	162529	Single Cell Mining Claim
998161	POINT ISACOR AREA	162529	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	163247	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	163247	Single Cell Mining Claim
801350	DAVID LAKES AREA	164095	Single Cell Mining Claim
1027224	GROSEILLIERS	164574	Single Cell Mining Claim
1027225	GROSEILLIERS	164574	Single Cell Mining Claim
1027231	GROSEILLIERS	164574	Single Cell Mining Claim
1037209	POINT ISACOR AREA	165276	Single Cell Mining Claim
1037210	POINT ISACOR AREA	165276	Single Cell Mining Claim
1037211	POINT ISACOR AREA	165276	Single Cell Mining Claim
1037212	POINT ISACOR AREA	165276	Single Cell Mining Claim
1037211	POINT ISACOR AREA	165277	Single Cell Mining Claim
1037214	POINT ISACOR AREA	165277	Single Cell Mining Claim
1037215	POINT ISACOR AREA	165277	Single Cell Mining Claim
998195	POINT ISACOR AREA	165277	Single Cell Mining Claim
998201	POINT ISACOR AREA	165277	Single Cell Mining Claim

998202	POINT ISACOR AREA	165277	Single Cell Mining Claim
1026961	GROSEILLIERS	166424	Single Cell Mining Claim
1026962	GROSEILLIERS	166424	Single Cell Mining Claim
998479	POINT ISACOR AREA	166591	Single Cell Mining Claim
998480	POINT ISACOR AREA	166591	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	166807	Single Cell Mining Claim
4251712	MISHIBISHU LAKE AREA,PO	167042	Single Cell Mining Claim
801306	DAVID LAKES AREA	167105	Single Cell Mining Claim
801307	DAVID LAKES AREA	167105	Single Cell Mining Claim
801313	DAVID LAKES AREA	167105	Single Cell Mining Claim
801314	DAVID LAKES AREA	167105	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	168136	Single Cell Mining Claim
1027217	GROSEILLIERS	169053	Single Cell Mining Claim
1027218	GROSEILLIERS	169053	Single Cell Mining Claim
1027267	GROSEILLIERS	169053	Single Cell Mining Claim
1027268	GROSEILLIERS	169053	Single Cell Mining Claim
1027275	GROSEILLIERS	169053	Single Cell Mining Claim
1027276	GROSEILLIERS	169053	Single Cell Mining Claim
998190	POINT ISACOR AREA	169399	Single Cell Mining Claim
693619	POINT ISACOR AREA	169864	Single Cell Mining Claim
693620	POINT ISACOR AREA	169864	Single Cell Mining Claim
924553	POINT ISACOR AREA	169864	Single Cell Mining Claim
924554	POINT ISACOR AREA	169864	Single Cell Mining Claim
1069079	POINT ISACOR AREA	169865	Single Cell Mining Claim
1069080	POINT ISACOR AREA	169865	Single Cell Mining Claim
998125	POINT ISACOR AREA	171304	Single Cell Mining Claim
998134	POINT ISACOR AREA	171304	Single Cell Mining Claim
998144	POINT ISACOR AREA	172412	Single Cell Mining Claim
998190	POINT ISACOR AREA	172412	Single Cell Mining Claim
1026082	POINT ISACOR AREA	172448	Single Cell Mining Claim
1026083	POINT ISACOR AREA	172448	Single Cell Mining Claim
1026084	POINT ISACOR AREA	172448	Single Cell Mining Claim
1026085	POINT ISACOR AREA	172448	Single Cell Mining Claim
1026086	POINT ISACOR AREA	172448	Single Cell Mining Claim
1026087	POINT ISACOR AREA	172448	Single Cell Mining Claim
661167	MISHIBISHU LAKE AREA	172741	Single Cell Mining Claim
661196	MISHIBISHU LAKE AREA	172741	Single Cell Mining Claim
924543	MISHIBISHU LAKE AREA	172741	Single Cell Mining Claim
924544	MISHIBISHU LAKE AREA	172741	Single Cell Mining Claim
998150	POINT ISACOR AREA	173314	Single Cell Mining Claim
998151	POINT ISACOR AREA	173314	Single Cell Mining Claim
998160	POINT ISACOR AREA	173314	Single Cell Mining Claim
998161	POINT ISACOR AREA	173314	Single Cell Mining Claim
998160	POINT ISACOR AREA	173315	Single Cell Mining Claim
998161	POINT ISACOR AREA	173315	Single Cell Mining Claim
998162	POINT ISACOR AREA	173315	Single Cell Mining Claim
998163	POINT ISACOR AREA	173315	Single Cell Mining Claim

998134	POINT ISACOR AREA	173332	Single Cell Mining Claim
998135	POINT ISACOR AREA	173332	Single Cell Mining Claim
998135	POINT ISACOR AREA	173333	Single Cell Mining Claim
998144	POINT ISACOR AREA	173333	Single Cell Mining Claim
779118	DAVID LAKES AREA	174066	Single Cell Mining Claim
661167	MISHIBISHU LAKE AREA	174068	Single Cell Mining Claim
661168	MISHIBISHU LAKE AREA	174068	Single Cell Mining Claim
661195	MISHIBISHU LAKE AREA	174068	Single Cell Mining Claim
661196	MISHIBISHU LAKE AREA	174068	Single Cell Mining Claim
693631	PILOT HARBOUR AREA,POIN	174169	Single Cell Mining Claim
1027279	GROSEILLIERS	174211	Single Cell Mining Claim
1027280	GROSEILLIERS	174211	Single Cell Mining Claim
1027285	GROSEILLIERS	174211	Single Cell Mining Claim
1027286	GROSEILLIERS	174211	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	174303	Single Cell Mining Claim
1063607	POINT ISACOR AREA	174686	Single Cell Mining Claim
693611	POINT ISACOR AREA	174686	Single Cell Mining Claim
693615	POINT ISACOR AREA	174686	Single Cell Mining Claim
693616	POINT ISACOR AREA	174686	Single Cell Mining Claim
1218191	PILOT HARBOUR AREA	176078	Single Cell Mining Claim
1061735	POINT ISACOR AREA	176791	Single Cell Mining Claim
1061736	POINT ISACOR AREA	176791	Single Cell Mining Claim
1061739	POINT ISACOR AREA	176791	Single Cell Mining Claim
1061740	POINT ISACOR AREA	176791	Single Cell Mining Claim
1028361	DAVID LAKES AREA	177349	Single Cell Mining Claim
1028362	DAVID LAKES AREA	177349	Single Cell Mining Claim
1028370	DAVID LAKES AREA	177349	Single Cell Mining Claim
1028371	DAVID LAKES AREA	177349	Single Cell Mining Claim
1028374	DAVID LAKES AREA	177349	Single Cell Mining Claim
1028375	DAVID LAKES AREA	177349	Single Cell Mining Claim
801309	DAVID LAKES AREA	178944	Single Cell Mining Claim
801310	DAVID LAKES AREA	178944	Single Cell Mining Claim
1026941	GROSEILLIERS	179828	Single Cell Mining Claim
1026942	GROSEILLIERS	179828	Single Cell Mining Claim
1027256	GROSEILLIERS	179828	Single Cell Mining Claim
1027260	GROSEILLIERS	179828	Single Cell Mining Claim
1026960	GROSEILLIERS	179850	Single Cell Mining Claim
1026961	GROSEILLIERS	179850	Single Cell Mining Claim
1026966	GROSEILLIERS	179850	Single Cell Mining Claim
1026967	GROSEILLIERS	179850	Single Cell Mining Claim
997825	POINT ISACOR AREA	180034	Single Cell Mining Claim
997826	POINT ISACOR AREA	180034	Single Cell Mining Claim
997829	POINT ISACOR AREA	180034	Single Cell Mining Claim
997830	POINT ISACOR AREA	180034	Single Cell Mining Claim
801308	DAVID LAKES AREA	180055	Single Cell Mining Claim
801309	DAVID LAKES AREA	180055	Single Cell Mining Claim
801315	DAVID LAKES AREA	180055	Single Cell Mining Claim

801316	DAVID LAKES AREA	180055	Single Cell Mining Claim
1027219	GROSEILLIERS	180513	Single Cell Mining Claim
1027220	GROSEILLIERS	180513	Single Cell Mining Claim
1027226	GROSEILLIERS	180513	Single Cell Mining Claim
1027227	GROSEILLIERS	180513	Single Cell Mining Claim
1026921	GROSEILLIERS	181260	Single Cell Mining Claim
1026922	GROSEILLIERS	181260	Single Cell Mining Claim
1026923	GROSEILLIERS	181260	Single Cell Mining Claim
1026924	GROSEILLIERS	181260	Single Cell Mining Claim
1026954	GROSEILLIERS	181260	Single Cell Mining Claim
1026955	GROSEILLIERS	181260	Single Cell Mining Claim
924536	PILOT HARBOUR AREA	181660	Single Cell Mining Claim
924537	PILOT HARBOUR AREA	181660	Single Cell Mining Claim
924538	PILOT HARBOUR AREA	181660	Single Cell Mining Claim
924539	PILOT HARBOUR AREA	181660	Single Cell Mining Claim
1027217	GROSEILLIERS	181978	Single Cell Mining Claim
1027218	GROSEILLIERS	181978	Single Cell Mining Claim
1027219	GROSEILLIERS	181978	Single Cell Mining Claim
1027220	GROSEILLIERS	181978	Single Cell Mining Claim
1028387	CAMP LAKE AREA	183198	Single Cell Mining Claim
1028389	CAMP LAKE AREA	183198	Single Cell Mining Claim
1026918	GROSEILLIERS	183303	Single Cell Mining Claim
1026920	GROSEILLIERS	183303	Single Cell Mining Claim
1026954	GROSEILLIERS	183303	Single Cell Mining Claim
1218192	PILOT HARBOUR AREA	183326	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	183326	Single Cell Mining Claim
1218191	PILOT HARBOUR AREA	183327	Single Cell Mining Claim
1218192	PILOT HARBOUR AREA	183327	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	183327	Single Cell Mining Claim
1069072	POINT ISACOR AREA	183330	Single Cell Mining Claim
1069079	POINT ISACOR AREA	183330	Single Cell Mining Claim
779117	DAVID LAKES AREA	183343	Single Cell Mining Claim
779133	DAVID LAKES AREA	183343	Single Cell Mining Claim
924526	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924527	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924534	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924535	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924542	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924543	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924546	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924547	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924551	DAVID LAKES AREA,MISHIB	183522	Single Cell Mining Claim
924527	DAVID LAKES AREA	184023	Single Cell Mining Claim
924535	DAVID LAKES AREA	184023	Single Cell Mining Claim
924546	DAVID LAKES AREA	184023	Single Cell Mining Claim
998150	POINT ISACOR AREA	184277	Single Cell Mining Claim
998151	POINT ISACOR AREA	184277	Single Cell Mining Claim

827259	DAVID LAKES AREA	184637	Single Cell Mining Claim
827260	DAVID LAKES AREA	184637	Single Cell Mining Claim
998164	GROSEILLIERS,POINT ISACO	185426	Single Cell Mining Claim
998165	GROSEILLIERS,POINT ISACO	185426	Single Cell Mining Claim
998170	GROSEILLIERS,POINT ISACO	185426	Single Cell Mining Claim
998171	GROSEILLIERS,POINT ISACO	185426	Single Cell Mining Claim
1026088	POINT ISACOR AREA	186142	Single Cell Mining Claim
1026089	POINT ISACOR AREA	186142	Single Cell Mining Claim
1026090	POINT ISACOR AREA	186142	Single Cell Mining Claim
1026091	POINT ISACOR AREA	186142	Single Cell Mining Claim
1027246	GROSEILLIERS	186569	Single Cell Mining Claim
1027247	GROSEILLIERS	186569	Single Cell Mining Claim
1027248	GROSEILLIERS	186569	Single Cell Mining Claim
1027249	GROSEILLIERS	186569	Single Cell Mining Claim
1027225	GROSEILLIERS	186578	Single Cell Mining Claim
1027226	GROSEILLIERS	186578	Single Cell Mining Claim
1027230	GROSEILLIERS	186578	Single Cell Mining Claim
1027231	GROSEILLIERS	186578	Single Cell Mining Claim
1026122	POINT ISACOR AREA	187931	Single Cell Mining Claim
998172	POINT ISACOR AREA	188065	Single Cell Mining Claim
998173	POINT ISACOR AREA	188065	Single Cell Mining Claim
998483	POINT ISACOR AREA	188065	Single Cell Mining Claim
998484	POINT ISACOR AREA	188065	Single Cell Mining Claim
1027285	GROSEILLIERS	188350	Single Cell Mining Claim
1027286	GROSEILLIERS	188350	Single Cell Mining Claim
1027291	GROSEILLIERS	188350	Single Cell Mining Claim
1027292	GROSEILLIERS	188350	Single Cell Mining Claim
1027270	GROSEILLIERS	188628	Single Cell Mining Claim
1027271	GROSEILLIERS	188628	Single Cell Mining Claim
1027272	GROSEILLIERS	188628	Single Cell Mining Claim
1027273	GROSEILLIERS	188628	Single Cell Mining Claim
998125	POINT ISACOR AREA	188766	Single Cell Mining Claim
998126	POINT ISACOR AREA	188766	Single Cell Mining Claim
998133	POINT ISACOR AREA	188766	Single Cell Mining Claim
998134	POINT ISACOR AREA	188766	Single Cell Mining Claim
1026800	GROSEILLIERS	189069	Single Cell Mining Claim
1026801	GROSEILLIERS	189069	Single Cell Mining Claim
1026084	POINT ISACOR AREA	189552	Single Cell Mining Claim
1026085	POINT ISACOR AREA	189552	Single Cell Mining Claim
1061731	MISHIBISHU LAKE AREA,PO	189555	Single Cell Mining Claim
1061732	MISHIBISHU LAKE AREA,PO	189555	Single Cell Mining Claim
1238320	MISHIBISHU LAKE AREA,PO	189555	Single Cell Mining Claim
779116	DAVID LAKES AREA	190060	Single Cell Mining Claim
779117	DAVID LAKES AREA	190060	Single Cell Mining Claim
779118	DAVID LAKES AREA	190060	Single Cell Mining Claim
1026935	GROSEILLIERS	190140	Single Cell Mining Claim
1026936	GROSEILLIERS	190140	Single Cell Mining Claim

1026937	GROSEILLIERS	190140	Single Cell Mining Claim
1026938	GROSEILLIERS	190140	Single Cell Mining Claim
1026939	GROSEILLIERS	190140	Single Cell Mining Claim
1026940	GROSEILLIERS	190140	Single Cell Mining Claim
1027216	GROSEILLIERS	190210	Single Cell Mining Claim
1027221	GROSEILLIERS	190210	Single Cell Mining Claim
1027222	GROSEILLIERS	190210	Single Cell Mining Claim
1027288	GROSEILLIERS	190210	Single Cell Mining Claim
998198	POINT ISACOR AREA	190353	Single Cell Mining Claim
1027240	GROSEILLIERS	191370	Single Cell Mining Claim
1027241	GROSEILLIERS	191370	Single Cell Mining Claim
1027246	GROSEILLIERS	191370	Single Cell Mining Claim
1027247	GROSEILLIERS	191370	Single Cell Mining Claim
1027241	GROSEILLIERS	191371	Single Cell Mining Claim
1027242	GROSEILLIERS	191371	Single Cell Mining Claim
1027243	GROSEILLIERS	191371	Single Cell Mining Claim
1027244	GROSEILLIERS	191371	Single Cell Mining Claim
1027245	GROSEILLIERS	191371	Single Cell Mining Claim
1027246	GROSEILLIERS	191371	Single Cell Mining Claim
661163	MISHIBISHU LAKE AREA	191401	Single Cell Mining Claim
661164	MISHIBISHU LAKE AREA	191401	Single Cell Mining Claim
661167	MISHIBISHU LAKE AREA	191401	Single Cell Mining Claim
661168	MISHIBISHU LAKE AREA	191401	Single Cell Mining Claim
1063608	POINT ISACOR AREA	192137	Single Cell Mining Claim
693615	POINT ISACOR AREA	192137	Single Cell Mining Claim
693630	POINT ISACOR AREA	192137	Single Cell Mining Claim
693631	POINT ISACOR AREA	192137	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	192372	Single Cell Mining Claim
1069072	POINT ISACOR AREA	192494	Single Cell Mining Claim
3018209	POINT ISACOR AREA	192494	Single Cell Mining Claim
1028331	CAMP LAKE AREA,DAVID LA	193826	Single Cell Mining Claim
1028336	CAMP LAKE AREA,DAVID LA	193826	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	196098	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	196099	Single Cell Mining Claim
1026962	GROSEILLIERS	197099	Single Cell Mining Claim
1026963	GROSEILLIERS	197099	Single Cell Mining Claim
1026964	GROSEILLIERS	197099	Single Cell Mining Claim
1026965	GROSEILLIERS	197099	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	197395	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	197396	Single Cell Mining Claim
1061715	POINT ISACOR AREA	197931	Single Cell Mining Claim
997205	POINT ISACOR AREA	197931	Single Cell Mining Claim
1027286	GROSEILLIERS	199534	Single Cell Mining Claim
1027287	GROSEILLIERS	199534	Single Cell Mining Claim
1027288	GROSEILLIERS	199534	Single Cell Mining Claim
1027289	GROSEILLIERS	199534	Single Cell Mining Claim
1027290	GROSEILLIERS	199534	Single Cell Mining Claim

1027291	GROSEILLIERS	199534	Single Cell Mining Claim
1027216	GROSEILLIERS	199535	Single Cell Mining Claim
1027278	GROSEILLIERS	199535	Single Cell Mining Claim
1027279	GROSEILLIERS	199535	Single Cell Mining Claim
1027286	GROSEILLIERS	199535	Single Cell Mining Claim
1027287	GROSEILLIERS	199535	Single Cell Mining Claim
1027288	GROSEILLIERS	199535	Single Cell Mining Claim
801307	DAVID LAKES AREA	199536	Single Cell Mining Claim
801308	DAVID LAKES AREA	199536	Single Cell Mining Claim
801314	DAVID LAKES AREA	199536	Single Cell Mining Claim
801315	DAVID LAKES AREA	199536	Single Cell Mining Claim
1026964	GROSEILLIERS	199786	Single Cell Mining Claim
1026965	GROSEILLIERS	199786	Single Cell Mining Claim
1027243	GROSEILLIERS	199786	Single Cell Mining Claim
1027244	GROSEILLIERS	199786	Single Cell Mining Claim
1037215	POINT ISACOR AREA	200986	Single Cell Mining Claim
998202	POINT ISACOR AREA	200986	Single Cell Mining Claim
1026923	GROSEILLIERS	201050	Single Cell Mining Claim
1026924	GROSEILLIERS	201050	Single Cell Mining Claim
1026931	GROSEILLIERS	201050	Single Cell Mining Claim
1026932	GROSEILLIERS	201050	Single Cell Mining Claim
1027291	GROSEILLIERS	201113	Boundary Cell Mining Claim
1027292	GROSEILLIERS	201113	Boundary Cell Mining Claim
1027268	GROSEILLIERS	202207	Single Cell Mining Claim
1027269	GROSEILLIERS	202207	Single Cell Mining Claim
1027274	GROSEILLIERS	202207	Single Cell Mining Claim
1027275	GROSEILLIERS	202207	Single Cell Mining Claim
1026953	GROSEILLIERS	202208	Single Cell Mining Claim
1026972	GROSEILLIERS	202208	Single Cell Mining Claim
1027219	GROSEILLIERS	202208	Single Cell Mining Claim
1027227	GROSEILLIERS	202208	Single Cell Mining Claim
1027234	GROSEILLIERS	202348	Single Cell Mining Claim
1027235	GROSEILLIERS	202348	Single Cell Mining Claim
1027236	GROSEILLIERS	202348	Single Cell Mining Claim
1027237	GROSEILLIERS	202348	Single Cell Mining Claim
1027238	GROSEILLIERS	202348	Single Cell Mining Claim
1026954	GROSEILLIERS	203550	Single Cell Mining Claim
1026955	GROSEILLIERS	203550	Single Cell Mining Claim
801310	DAVID LAKES AREA	205080	Single Cell Mining Claim
801311	DAVID LAKES AREA	205080	Single Cell Mining Claim
801312	DAVID LAKES AREA	205080	Single Cell Mining Claim
801317	DAVID LAKES AREA	205080	Single Cell Mining Claim
1183303	POINT ISACOR AREA	205542	Single Cell Mining Claim
693597	POINT ISACOR AREA	205542	Single Cell Mining Claim
801309	DAVID LAKES AREA	205847	Single Cell Mining Claim
801310	DAVID LAKES AREA	205847	Single Cell Mining Claim
801316	DAVID LAKES AREA	205847	Single Cell Mining Claim

801317	DAVID LAKES AREA	205847	Single Cell Mining Claim
1026080	POINT ISACOR AREA	210307	Single Cell Mining Claim
1026089	POINT ISACOR AREA	210307	Single Cell Mining Claim
997836	POINT ISACOR AREA	210307	Single Cell Mining Claim
997837	POINT ISACOR AREA	210307	Single Cell Mining Claim
1063608	POINT ISACOR AREA	210389	Single Cell Mining Claim
693631	POINT ISACOR AREA	210389	Single Cell Mining Claim
1027281	GROSEILLIERS	211575	Single Cell Mining Claim
1027282	GROSEILLIERS	211575	Single Cell Mining Claim
1027283	GROSEILLIERS	211575	Single Cell Mining Claim
1027284	GROSEILLIERS	211575	Single Cell Mining Claim
1028341	CAMP LAKE AREA	213404	Single Cell Mining Claim
1028348	CAMP LAKE AREA	213404	Single Cell Mining Claim
693615	POINT ISACOR AREA	214279	Single Cell Mining Claim
693616	POINT ISACOR AREA	214279	Single Cell Mining Claim
693629	POINT ISACOR AREA	214279	Single Cell Mining Claim
693630	POINT ISACOR AREA	214279	Single Cell Mining Claim
693598	POINT ISACOR AREA	215131	Single Cell Mining Claim
693599	POINT ISACOR AREA	215131	Single Cell Mining Claim
1026961	GROSEILLIERS	215164	Single Cell Mining Claim
1026962	GROSEILLIERS	215164	Single Cell Mining Claim
1026965	GROSEILLIERS	215164	Single Cell Mining Claim
1026966	GROSEILLIERS	215164	Single Cell Mining Claim
4251712	POINT ISACOR AREA	215815	Single Cell Mining Claim
1027226	GROSEILLIERS	215849	Single Cell Mining Claim
1027227	GROSEILLIERS	215849	Single Cell Mining Claim
1027229	GROSEILLIERS	215849	Single Cell Mining Claim
1027230	GROSEILLIERS	215849	Single Cell Mining Claim
1026800	GROSEILLIERS	216242	Single Cell Mining Claim
1028348	CAMP LAKE AREA	217155	Single Cell Mining Claim
1028381	CAMP LAKE AREA	217155	Single Cell Mining Claim
1028388	CAMP LAKE AREA	217155	Single Cell Mining Claim
998136	POINT ISACOR AREA	217271	Single Cell Mining Claim
998137	POINT ISACOR AREA	217271	Single Cell Mining Claim
998138	POINT ISACOR AREA	217271	Single Cell Mining Claim
998141	POINT ISACOR AREA	217271	Single Cell Mining Claim
998142	POINT ISACOR AREA	217271	Single Cell Mining Claim
998143	POINT ISACOR AREA	217271	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	217527	Single Cell Mining Claim
1027255	GROSEILLIERS,POINT ISACO	217591	Single Cell Mining Claim
1027244	GROSEILLIERS	217854	Single Cell Mining Claim
1027245	GROSEILLIERS	217854	Single Cell Mining Claim
1027246	GROSEILLIERS	217854	Single Cell Mining Claim
1027249	GROSEILLIERS	217854	Single Cell Mining Claim
1027250	GROSEILLIERS	217854	Single Cell Mining Claim
1027251	GROSEILLIERS	217854	Single Cell Mining Claim
661196	MISHIBISHU LAKE AREA	218060	Single Cell Mining Claim

693622	MISHIBISHU LAKE AREA	218060	Single Cell Mining Claim
924542	MISHIBISHU LAKE AREA	218060	Single Cell Mining Claim
924543	MISHIBISHU LAKE AREA	218060	Single Cell Mining Claim
924551	MISHIBISHU LAKE AREA	218060	Single Cell Mining Claim
1028374	DAVID LAKES AREA	218079	Single Cell Mining Claim
1028375	DAVID LAKES AREA	218079	Single Cell Mining Claim
998195	POINT ISACOR AREA	218540	Single Cell Mining Claim
998196	POINT ISACOR AREA	218540	Single Cell Mining Claim
998197	POINT ISACOR AREA	218540	Single Cell Mining Claim
998199	POINT ISACOR AREA	218540	Single Cell Mining Claim
998200	POINT ISACOR AREA	218540	Single Cell Mining Claim
998201	POINT ISACOR AREA	218540	Single Cell Mining Claim
998202	POINT ISACOR AREA	218540	Single Cell Mining Claim
998203	POINT ISACOR AREA	218540	Single Cell Mining Claim
998204	POINT ISACOR AREA	218540	Single Cell Mining Claim
661163	MISHIBISHU LAKE AREA	221188	Single Cell Mining Claim
661168	MISHIBISHU LAKE AREA	221188	Single Cell Mining Claim
1069074	POINT ISACOR AREA	222402	Single Cell Mining Claim
1069077	POINT ISACOR AREA	222402	Single Cell Mining Claim
1069078	POINT ISACOR AREA	222402	Single Cell Mining Claim
3018209	POINT ISACOR AREA	222402	Single Cell Mining Claim
1069082	MISHIBISHU LAKE AREA,PO	222475	Single Cell Mining Claim
1069083	MISHIBISHU LAKE AREA,PO	222475	Single Cell Mining Claim
1069084	MISHIBISHU LAKE AREA,PO	222475	Single Cell Mining Claim
1236989	MISHIBISHU LAKE AREA,PO	222475	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	222519	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	222519	Single Cell Mining Claim
1218191	PILOT HARBOUR AREA	222649	Single Cell Mining Claim
997824	POINT ISACOR AREA	223989	Single Cell Mining Claim
997825	POINT ISACOR AREA	223989	Single Cell Mining Claim
997830	POINT ISACOR AREA	223989	Single Cell Mining Claim
997831	POINT ISACOR AREA	223989	Single Cell Mining Claim
998482	POINT ISACOR AREA	225862	Single Cell Mining Claim
998483	POINT ISACOR AREA	225862	Single Cell Mining Claim
998484	POINT ISACOR AREA	225862	Single Cell Mining Claim
998485	POINT ISACOR AREA	225862	Single Cell Mining Claim
1026085	POINT ISACOR AREA	226006	Single Cell Mining Claim
1026086	POINT ISACOR AREA	226006	Single Cell Mining Claim
1026087	POINT ISACOR AREA	226006	Single Cell Mining Claim
1026092	POINT ISACOR AREA	226006	Single Cell Mining Claim
1026093	POINT ISACOR AREA	226006	Single Cell Mining Claim
1026094	POINT ISACOR AREA	226006	Single Cell Mining Claim
1026126	GROSEILLIERS	226074	Single Cell Mining Claim
1026127	GROSEILLIERS	226074	Single Cell Mining Claim
1026128	GROSEILLIERS	226074	Single Cell Mining Claim
1026129	GROSEILLIERS	226074	Single Cell Mining Claim
779131	DAVID LAKES AREA	226665	Single Cell Mining Claim

779132	DAVID LAKES AREA	226665	Single Cell Mining Claim
779133	DAVID LAKES AREA	226665	Single Cell Mining Claim
779138	DAVID LAKES AREA	226665	Single Cell Mining Claim
779117	DAVID LAKES AREA	226666	Single Cell Mining Claim
779118	DAVID LAKES AREA	226666	Single Cell Mining Claim
779132	DAVID LAKES AREA	226666	Single Cell Mining Claim
779133	DAVID LAKES AREA	226666	Single Cell Mining Claim
997831	POINT ISACOR AREA	227282	Single Cell Mining Claim
997832	POINT ISACOR AREA	227282	Single Cell Mining Claim
997833	POINT ISACOR AREA	227282	Single Cell Mining Claim
997834	POINT ISACOR AREA	227282	Single Cell Mining Claim
997835	POINT ISACOR AREA	227282	Single Cell Mining Claim
997836	POINT ISACOR AREA	227282	Single Cell Mining Claim
693621	MISHIBISHU LAKE AREA,PO	227405	Single Cell Mining Claim
693622	MISHIBISHU LAKE AREA,PO	227405	Single Cell Mining Claim
924551	MISHIBISHU LAKE AREA,PO	227405	Single Cell Mining Claim
924552	MISHIBISHU LAKE AREA,PO	227405	Single Cell Mining Claim
1026956	GROSEILLIERS	228051	Single Cell Mining Claim
1026968	GROSEILLIERS	228051	Single Cell Mining Claim
1026969	GROSEILLIERS	228051	Single Cell Mining Claim
1026970	GROSEILLIERS	228051	Single Cell Mining Claim
998478	POINT ISACOR AREA	228541	Single Cell Mining Claim
998479	POINT ISACOR AREA	228541	Single Cell Mining Claim
998480	POINT ISACOR AREA	228541	Single Cell Mining Claim
998487	POINT ISACOR AREA	228541	Single Cell Mining Claim
1061715	POINT ISACOR AREA	228580	Single Cell Mining Claim
1061724	POINT ISACOR AREA	228580	Single Cell Mining Claim
997205	POINT ISACOR AREA	228580	Single Cell Mining Claim
997206	POINT ISACOR AREA	228580	Single Cell Mining Claim
693608	POINT ISACOR AREA	229081	Single Cell Mining Claim
693609	POINT ISACOR AREA	229081	Single Cell Mining Claim
693610	POINT ISACOR AREA	229081	Single Cell Mining Claim
693617	POINT ISACOR AREA	229081	Single Cell Mining Claim
693618	POINT ISACOR AREA	229081	Single Cell Mining Claim
693619	POINT ISACOR AREA	229081	Single Cell Mining Claim
997822	POINT ISACOR AREA	229298	Single Cell Mining Claim
997833	POINT ISACOR AREA	229298	Single Cell Mining Claim
998161	POINT ISACOR AREA	229298	Single Cell Mining Claim
998162	POINT ISACOR AREA	229298	Single Cell Mining Claim
1027216	GROSEILLIERS	229468	Single Cell Mining Claim
1027217	GROSEILLIERS	229468	Single Cell Mining Claim
1027275	GROSEILLIERS	229468	Single Cell Mining Claim
1027276	GROSEILLIERS	229468	Single Cell Mining Claim
1027278	GROSEILLIERS	229468	Single Cell Mining Claim
1027279	GROSEILLIERS	229468	Single Cell Mining Claim
1069072	POINT ISACOR AREA	229851	Single Cell Mining Claim
1069074	POINT ISACOR AREA	229851	Single Cell Mining Claim

1069078	POINT ISACOR AREA	229851	Single Cell Mining Claim
1069079	POINT ISACOR AREA	229851	Single Cell Mining Claim
3018209	POINT ISACOR AREA	229851	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	230013	Single Cell Mining Claim
1026925	GROSEILLIERS	230020	Single Cell Mining Claim
1026926	GROSEILLIERS	230020	Single Cell Mining Claim
1026929	GROSEILLIERS	230020	Single Cell Mining Claim
1026930	GROSEILLIERS	230020	Single Cell Mining Claim
1027256	GROSEILLIERS	231332	Single Cell Mining Claim
1027257	GROSEILLIERS	231332	Single Cell Mining Claim
1027259	GROSEILLIERS	231332	Single Cell Mining Claim
1027260	GROSEILLIERS	231332	Single Cell Mining Claim
3005103	POINT ISACOR AREA	232409	Single Cell Mining Claim
4251712	POINT ISACOR AREA	232409	Single Cell Mining Claim
827255	DAVID LAKES AREA	232455	Single Cell Mining Claim
827256	DAVID LAKES AREA	232455	Single Cell Mining Claim
827259	DAVID LAKES AREA	232455	Single Cell Mining Claim
827260	DAVID LAKES AREA	232455	Single Cell Mining Claim
779154	DAVID LAKES AREA	232456	Single Cell Mining Claim
827259	DAVID LAKES AREA	232456	Single Cell Mining Claim
827268	DAVID LAKES AREA	232456	Single Cell Mining Claim
1027269	GROSEILLIERS	233943	Single Cell Mining Claim
1027270	GROSEILLIERS	233943	Single Cell Mining Claim
1027273	GROSEILLIERS	233943	Single Cell Mining Claim
1027274	GROSEILLIERS	233943	Single Cell Mining Claim
997826	POINT ISACOR AREA	234598	Single Cell Mining Claim
997827	POINT ISACOR AREA	234598	Single Cell Mining Claim
997828	POINT ISACOR AREA	234598	Single Cell Mining Claim
997829	POINT ISACOR AREA	234598	Single Cell Mining Claim
693597	POINT ISACOR AREA	234807	Single Cell Mining Claim
693598	POINT ISACOR AREA	234807	Single Cell Mining Claim
1028397	CAMP LAKE AREA	235251	Single Cell Mining Claim
1026120	POINT ISACOR AREA	235358	Single Cell Mining Claim
1026121	POINT ISACOR AREA	235358	Single Cell Mining Claim
998484	POINT ISACOR AREA	235358	Single Cell Mining Claim
998485	POINT ISACOR AREA	235358	Single Cell Mining Claim
998126	POINT ISACOR AREA	236035	Single Cell Mining Claim
998127	POINT ISACOR AREA	236035	Single Cell Mining Claim
998128	POINT ISACOR AREA	236035	Single Cell Mining Claim
998131	POINT ISACOR AREA	236035	Single Cell Mining Claim
998132	POINT ISACOR AREA	236035	Single Cell Mining Claim
998133	POINT ISACOR AREA	236035	Single Cell Mining Claim
801310	DAVID LAKES AREA	236048	Single Cell Mining Claim
801311	DAVID LAKES AREA	236048	Single Cell Mining Claim
801312	DAVID LAKES AREA	236048	Single Cell Mining Claim
801356	DAVID LAKES AREA	236048	Single Cell Mining Claim
801357	DAVID LAKES AREA	236048	Single Cell Mining Claim

1027252	GROSEILLIERS	236643	Single Cell Mining Claim
1027253	GROSEILLIERS	236643	Single Cell Mining Claim
1026920	GROSEILLIERS	236675	Single Cell Mining Claim
1026921	GROSEILLIERS	236675	Single Cell Mining Claim
1026924	GROSEILLIERS	236675	Single Cell Mining Claim
1026925	GROSEILLIERS	236675	Single Cell Mining Claim
1026954	GROSEILLIERS	236675	Single Cell Mining Claim
1026923	GROSEILLIERS	237036	Single Cell Mining Claim
1026932	GROSEILLIERS	237036	Single Cell Mining Claim
1026121	POINT ISACOR AREA	237325	Single Cell Mining Claim
1026122	POINT ISACOR AREA	237325	Single Cell Mining Claim
998485	POINT ISACOR AREA	237325	Single Cell Mining Claim
998486	POINT ISACOR AREA	237325	Single Cell Mining Claim
998487	POINT ISACOR AREA	237325	Single Cell Mining Claim
998156	GROSEILLIERS	237369	Single Cell Mining Claim
998157	GROSEILLIERS	237369	Single Cell Mining Claim
998158	GROSEILLIERS	237369	Single Cell Mining Claim
998165	GROSEILLIERS	237369	Single Cell Mining Claim
998166	GROSEILLIERS	237369	Single Cell Mining Claim
998167	GROSEILLIERS	237369	Single Cell Mining Claim
1069080	POINT ISACOR AREA	237561	Single Cell Mining Claim
1069081	POINT ISACOR AREA	237561	Single Cell Mining Claim
1183302	POINT ISACOR AREA	237561	Single Cell Mining Claim
1236996	POINT ISACOR AREA	237561	Single Cell Mining Claim
801306	DAVID LAKES AREA	237932	Single Cell Mining Claim
801307	DAVID LAKES AREA	237932	Single Cell Mining Claim
997817	POINT ISACOR AREA	238026	Single Cell Mining Claim
997818	POINT ISACOR AREA	238026	Single Cell Mining Claim
1027254	GROSEILLIERS,POINT ISACO	238050	Single Cell Mining Claim
1027255	GROSEILLIERS,POINT ISACO	238050	Single Cell Mining Claim
1061725	POINT ISACOR AREA	238233	Single Cell Mining Claim
997206	POINT ISACOR AREA	238233	Single Cell Mining Claim
997207	POINT ISACOR AREA	238233	Single Cell Mining Claim
997208	POINT ISACOR AREA	238233	Single Cell Mining Claim
661126	MISHIBISHU LAKE AREA	238615	Single Cell Mining Claim
661164	MISHIBISHU LAKE AREA	238615	Single Cell Mining Claim
924545	MISHIBISHU LAKE AREA	238615	Single Cell Mining Claim
998190	POINT ISACOR AREA	238972	Single Cell Mining Claim
998191	POINT ISACOR AREA	238972	Single Cell Mining Claim
998198	POINT ISACOR AREA	238972	Single Cell Mining Claim
1028337	CAMP LAKE AREA	238985	Single Cell Mining Claim
1028341	CAMP LAKE AREA	238985	Single Cell Mining Claim
779133	DAVID LAKES AREA	239298	Single Cell Mining Claim
1027284	GROSEILLIERS	240965	Single Cell Mining Claim
1027285	GROSEILLIERS	240965	Single Cell Mining Claim
1027292	GROSEILLIERS	240965	Single Cell Mining Claim
1027293	GROSEILLIERS	240965	Single Cell Mining Claim

661195	MISHIBISHU LAKE AREA	241238	Single Cell Mining Claim
661196	MISHIBISHU LAKE AREA	241238	Single Cell Mining Claim
693605	MISHIBISHU LAKE AREA	241238	Single Cell Mining Claim
693622	MISHIBISHU LAKE AREA	241238	Single Cell Mining Claim
3005103	POINT ISACOR AREA	241249	Single Cell Mining Claim
4251712	POINT ISACOR AREA	241249	Single Cell Mining Claim
693599	POINT ISACOR AREA	241249	Single Cell Mining Claim
693608	POINT ISACOR AREA	241249	Single Cell Mining Claim
693609	POINT ISACOR AREA	241249	Single Cell Mining Claim
693610	POINT ISACOR AREA	241249	Single Cell Mining Claim
998141	POINT ISACOR AREA	241593	Single Cell Mining Claim
998142	POINT ISACOR AREA	241593	Single Cell Mining Claim
998143	POINT ISACOR AREA	241593	Single Cell Mining Claim
998191	POINT ISACOR AREA	241593	Single Cell Mining Claim
998192	POINT ISACOR AREA	241593	Single Cell Mining Claim
998193	POINT ISACOR AREA	241593	Single Cell Mining Claim
4251712	POINT ISACOR AREA	241861	Single Cell Mining Claim
693606	POINT ISACOR AREA	241861	Single Cell Mining Claim
693607	POINT ISACOR AREA	241861	Single Cell Mining Claim
1069074	MISHIBISHU LAKE AREA,PO	241949	Single Cell Mining Claim
1069075	MISHIBISHU LAKE AREA,PO	241949	Single Cell Mining Claim
1069076	MISHIBISHU LAKE AREA,PO	241949	Single Cell Mining Claim
1069077	MISHIBISHU LAKE AREA,PO	241949	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	242662	Single Cell Mining Claim
997828	POINT ISACOR AREA	242768	Single Cell Mining Claim
997829	POINT ISACOR AREA	242768	Single Cell Mining Claim
997838	POINT ISACOR AREA	242768	Single Cell Mining Claim
997839	POINT ISACOR AREA	242768	Single Cell Mining Claim
1218191	PILOT HARBOUR AREA	242811	Single Cell Mining Claim
1026933	GROSEILLIERS	243464	Single Cell Mining Claim
1027256	GROSEILLIERS	243464	Single Cell Mining Claim
1027257	GROSEILLIERS	243464	Single Cell Mining Claim
1027277	GROSEILLIERS	243464	Single Cell Mining Claim
998151	POINT ISACOR AREA	243530	Single Cell Mining Claim
998152	POINT ISACOR AREA	243530	Single Cell Mining Claim
1061717	POINT ISACOR AREA	244018	Single Cell Mining Claim
1061718	POINT ISACOR AREA	244018	Single Cell Mining Claim
1061721	POINT ISACOR AREA	244018	Single Cell Mining Claim
1061722	POINT ISACOR AREA	244018	Single Cell Mining Claim
1061717	POINT ISACOR AREA	244019	Single Cell Mining Claim
1061718	POINT ISACOR AREA	244019	Single Cell Mining Claim
1183302	POINT ISACOR AREA	244019	Single Cell Mining Claim
1236989	POINT ISACOR AREA	244019	Single Cell Mining Claim
1061725	POINT ISACOR AREA	244307	Single Cell Mining Claim
1061736	POINT ISACOR AREA	244307	Single Cell Mining Claim
1061737	POINT ISACOR AREA	244307	Single Cell Mining Claim
997207	POINT ISACOR AREA	244307	Single Cell Mining Claim

997822	POINT ISACOR AREA	244686	Single Cell Mining Claim
997823	POINT ISACOR AREA	244686	Single Cell Mining Claim
997824	POINT ISACOR AREA	244686	Single Cell Mining Claim
997831	POINT ISACOR AREA	244686	Single Cell Mining Claim
997832	POINT ISACOR AREA	244686	Single Cell Mining Claim
997833	POINT ISACOR AREA	244686	Single Cell Mining Claim
1026930	GROSEILLIERS	244998	Single Cell Mining Claim
1026931	GROSEILLIERS	244998	Single Cell Mining Claim
1026933	GROSEILLIERS	244998	Single Cell Mining Claim
1026934	GROSEILLIERS	244998	Single Cell Mining Claim
779154	DAVID LAKES AREA	245105	Single Cell Mining Claim
779155	DAVID LAKES AREA	245105	Single Cell Mining Claim
997210	POINT ISACOR AREA	245433	Single Cell Mining Claim
997211	POINT ISACOR AREA	245433	Single Cell Mining Claim
997219	POINT ISACOR AREA	245433	Single Cell Mining Claim
997220	POINT ISACOR AREA	245433	Single Cell Mining Claim
998125	POINT ISACOR AREA	245433	Single Cell Mining Claim
1026080	POINT ISACOR AREA	246101	Single Cell Mining Claim
1026081	POINT ISACOR AREA	246101	Single Cell Mining Claim
1026088	POINT ISACOR AREA	246101	Single Cell Mining Claim
1026089	POINT ISACOR AREA	246101	Single Cell Mining Claim
4251712	MISHIBISHU LAKE AREA,PO	246524	Boundary Cell Mining Claim
1028357	DAVID LAKES AREA	246569	Single Cell Mining Claim
801306	DAVID LAKES AREA	246569	Single Cell Mining Claim
801313	DAVID LAKES AREA	246569	Single Cell Mining Claim
1027264	GROSEILLIERS	246662	Single Cell Mining Claim
1027271	GROSEILLIERS	246662	Single Cell Mining Claim
801308	DAVID LAKES AREA	246768	Single Cell Mining Claim
801309	DAVID LAKES AREA	246768	Single Cell Mining Claim
997819	POINT ISACOR AREA	247164	Single Cell Mining Claim
997820	POINT ISACOR AREA	247164	Single Cell Mining Claim
997821	POINT ISACOR AREA	247164	Single Cell Mining Claim
1027228	GROSEILLIERS	247211	Single Cell Mining Claim
1027229	GROSEILLIERS	247211	Single Cell Mining Claim
1061724	POINT ISACOR AREA	247529	Single Cell Mining Claim
1061725	POINT ISACOR AREA	247529	Single Cell Mining Claim
1061726	POINT ISACOR AREA	247529	Single Cell Mining Claim
1061735	POINT ISACOR AREA	247529	Single Cell Mining Claim
1061736	POINT ISACOR AREA	247529	Single Cell Mining Claim
997206	POINT ISACOR AREA	247529	Single Cell Mining Claim
779109	DAVID LAKES AREA	248351	Single Cell Mining Claim
801350	DAVID LAKES AREA	248351	Single Cell Mining Claim
1027292	GROSEILLIERS	248473	Boundary Cell Mining Claim
1027293	GROSEILLIERS	248473	Boundary Cell Mining Claim
3020021	PUKASKWA RIVER AREA	248569	Single Cell Mining Claim
997212	POINT ISACOR AREA	248754	Single Cell Mining Claim
997213	POINT ISACOR AREA	248754	Single Cell Mining Claim

997214	POINT ISACOR AREA	248754	Single Cell Mining Claim
997216	POINT ISACOR AREA	248754	Single Cell Mining Claim
997217	POINT ISACOR AREA	248754	Single Cell Mining Claim
997218	POINT ISACOR AREA	248754	Single Cell Mining Claim
998126	POINT ISACOR AREA	248754	Single Cell Mining Claim
998127	POINT ISACOR AREA	248754	Single Cell Mining Claim
998128	POINT ISACOR AREA	248754	Single Cell Mining Claim
1026956	GROSEILLIERS	248918	Single Cell Mining Claim
1026957	GROSEILLIERS	248918	Single Cell Mining Claim
1027228	GROSEILLIERS	248918	Single Cell Mining Claim
1027234	GROSEILLIERS	248918	Single Cell Mining Claim
1027235	GROSEILLIERS	248918	Single Cell Mining Claim
1026929	GROSEILLIERS	249000	Single Cell Mining Claim
1026930	GROSEILLIERS	249000	Single Cell Mining Claim
1026934	GROSEILLIERS	249000	Single Cell Mining Claim
1026935	GROSEILLIERS	249000	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	249051	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	249498	Single Cell Mining Claim
1026924	GROSEILLIERS	249505	Single Cell Mining Claim
1026925	GROSEILLIERS	249505	Single Cell Mining Claim
1026930	GROSEILLIERS	249505	Single Cell Mining Claim
1026931	GROSEILLIERS	249505	Single Cell Mining Claim
924527	DAVID LAKES AREA,PILOT H	250832	Single Cell Mining Claim
924528	DAVID LAKES AREA,PILOT H	250832	Single Cell Mining Claim
1037211	POINT ISACOR AREA	250869	Single Cell Mining Claim
1037212	POINT ISACOR AREA	250869	Single Cell Mining Claim
1037213	POINT ISACOR AREA	250869	Single Cell Mining Claim
1037214	POINT ISACOR AREA	250869	Single Cell Mining Claim
1037215	POINT ISACOR AREA	250869	Single Cell Mining Claim
1028362	DAVID LAKES AREA	251452	Single Cell Mining Claim
1028370	DAVID LAKES AREA	251452	Single Cell Mining Claim
1028375	DAVID LAKES AREA	251452	Single Cell Mining Claim
998152	GROSEILLIERS,POINT ISACO	251471	Single Cell Mining Claim
998153	GROSEILLIERS,POINT ISACO	251471	Single Cell Mining Claim
998158	GROSEILLIERS,POINT ISACO	251471	Single Cell Mining Claim
998159	GROSEILLIERS,POINT ISACO	251471	Single Cell Mining Claim
1027240	GROSEILLIERS	251502	Single Cell Mining Claim
1027247	GROSEILLIERS	251502	Single Cell Mining Claim
998130	POINT ISACOR AREA	252126	Single Cell Mining Claim
998131	POINT ISACOR AREA	252126	Single Cell Mining Claim
998138	POINT ISACOR AREA	252126	Single Cell Mining Claim
998139	POINT ISACOR AREA	252126	Single Cell Mining Claim
998138	POINT ISACOR AREA	252127	Single Cell Mining Claim
998139	POINT ISACOR AREA	252127	Single Cell Mining Claim
998140	POINT ISACOR AREA	252127	Single Cell Mining Claim
998141	POINT ISACOR AREA	252127	Single Cell Mining Claim
1027248	GROSEILLIERS	252719	Single Cell Mining Claim

1027255	GROSEILLIERS	252719	Single Cell Mining Claim
924531	PILOT HARBOUR AREA	253018	Single Cell Mining Claim
924532	PILOT HARBOUR AREA	253018	Single Cell Mining Claim
1027259	GROSEILLIERS	253312	Single Cell Mining Claim
1027262	GROSEILLIERS	253312	Single Cell Mining Claim
1027263	GROSEILLIERS	253312	Single Cell Mining Claim
1027264	GROSEILLIERS	253312	Single Cell Mining Claim
1027265	GROSEILLIERS	253312	Single Cell Mining Claim
1027229	GROSEILLIERS	253427	Single Cell Mining Claim
1027230	GROSEILLIERS	253427	Single Cell Mining Claim
1027253	GROSEILLIERS	253427	Single Cell Mining Claim
801315	DAVID LAKES AREA	253917	Single Cell Mining Claim
801316	DAVID LAKES AREA	253917	Single Cell Mining Claim
661127	MISHIBISHU LAKE AREA	254146	Single Cell Mining Claim
661163	MISHIBISHU LAKE AREA	254146	Single Cell Mining Claim
1027249	GROSEILLIERS	254692	Single Cell Mining Claim
1027250	GROSEILLIERS	254692	Single Cell Mining Claim
1027251	GROSEILLIERS	254692	Single Cell Mining Claim
1027254	GROSEILLIERS	254692	Single Cell Mining Claim
1037383	GROSEILLIERS	254692	Single Cell Mining Claim
1027259	GROSEILLIERS	254718	Single Cell Mining Claim
1027260	GROSEILLIERS	254718	Single Cell Mining Claim
1027261	GROSEILLIERS	254718	Single Cell Mining Claim
1027262	GROSEILLIERS	254718	Single Cell Mining Claim
1027265	GROSEILLIERS	254718	Single Cell Mining Claim
1027266	GROSEILLIERS	254718	Single Cell Mining Claim
1026090	POINT ISACOR AREA	254735	Single Cell Mining Claim
997834	POINT ISACOR AREA	254735	Single Cell Mining Claim
997835	POINT ISACOR AREA	254735	Single Cell Mining Claim
998173	POINT ISACOR AREA	254735	Single Cell Mining Claim
998475	POINT ISACOR AREA	254735	Single Cell Mining Claim
998483	POINT ISACOR AREA	254735	Single Cell Mining Claim
1026938	GROSEILLIERS	254935	Single Cell Mining Claim
1026939	GROSEILLIERS	254935	Single Cell Mining Claim
1026940	GROSEILLIERS	254935	Single Cell Mining Claim
1026943	GROSEILLIERS	254935	Single Cell Mining Claim
1026944	GROSEILLIERS	254935	Single Cell Mining Claim
1026945	GROSEILLIERS	254935	Single Cell Mining Claim
827259	DAVID LAKES AREA	260314	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	260545	Single Cell Mining Claim
3005103	POINT ISACOR AREA	261788	Single Cell Mining Claim
4251712	POINT ISACOR AREA	261788	Single Cell Mining Claim
693599	POINT ISACOR AREA	261788	Single Cell Mining Claim
690804	POINT ISACOR AREA	264100	Single Cell Mining Claim
997209	POINT ISACOR AREA	264100	Single Cell Mining Claim
997210	POINT ISACOR AREA	264100	Single Cell Mining Claim
1026815	GROSEILLIERS	264140	Single Cell Mining Claim

637733	PILOT HARBOUR AREA,POIN	264388	Single Cell Mining Claim
637734	PILOT HARBOUR AREA,POIN	264388	Single Cell Mining Claim
693629	PILOT HARBOUR AREA,POIN	264388	Single Cell Mining Claim
693630	PILOT HARBOUR AREA,POIN	264388	Single Cell Mining Claim
924539	PILOT HARBOUR AREA,POIN	264388	Single Cell Mining Claim
924541	PILOT HARBOUR AREA,POIN	264388	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	264523	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	270070	Single Cell Mining Claim
801317	DAVID LAKES AREA	270555	Single Cell Mining Claim
661122	MISHIBISHU LAKE AREA	270841	Single Cell Mining Claim
1026940	GROSEILLIERS	271079	Single Cell Mining Claim
1026941	GROSEILLIERS	271079	Single Cell Mining Claim
1026942	GROSEILLIERS	271079	Single Cell Mining Claim
1026943	GROSEILLIERS	271079	Single Cell Mining Claim
1026960	GROSEILLIERS	271111	Single Cell Mining Claim
1026961	GROSEILLIERS	271111	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	271426	Single Cell Mining Claim
4251712	POINT ISACOR AREA	271751	Boundary Cell Mining Claim
779137	DAVID LAKES AREA	271905	Single Cell Mining Claim
779155	DAVID LAKES AREA	271905	Single Cell Mining Claim
779154	DAVID LAKES AREA	271906	Single Cell Mining Claim
779155	DAVID LAKES AREA	271906	Single Cell Mining Claim
1027252	GROSEILLIERS	272012	Single Cell Mining Claim
1028347	CAMP LAKE AREA	272376	Single Cell Mining Claim
1028348	CAMP LAKE AREA	272376	Single Cell Mining Claim
1028381	CAMP LAKE AREA	272376	Single Cell Mining Claim
1028382	CAMP LAKE AREA	272376	Single Cell Mining Claim
1028387	CAMP LAKE AREA	272376	Single Cell Mining Claim
1028388	CAMP LAKE AREA	272376	Single Cell Mining Claim
801314	DAVID LAKES AREA	272558	Single Cell Mining Claim
801315	DAVID LAKES AREA	272558	Single Cell Mining Claim
4251712	MISHIBISHU LAKE AREA,PO	276312	Single Cell Mining Claim
693605	MISHIBISHU LAKE AREA,PO	276312	Single Cell Mining Claim
693606	MISHIBISHU LAKE AREA,PO	276312	Single Cell Mining Claim
1069075	MISHIBISHU LAKE AREA	277003	Boundary Cell Mining Claim
1069076	MISHIBISHU LAKE AREA	277003	Boundary Cell Mining Claim
3020021	PUKASKWA RIVER AREA	278020	Single Cell Mining Claim
998480	POINT ISACOR AREA	278574	Single Cell Mining Claim
998481	POINT ISACOR AREA	278574	Single Cell Mining Claim
998482	POINT ISACOR AREA	278574	Single Cell Mining Claim
998485	POINT ISACOR AREA	278574	Single Cell Mining Claim
998486	POINT ISACOR AREA	278574	Single Cell Mining Claim
998487	POINT ISACOR AREA	278574	Single Cell Mining Claim
1061718	MISHIBISHU LAKE AREA,PO	278681	Single Cell Mining Claim
1061719	MISHIBISHU LAKE AREA,PO	278681	Single Cell Mining Claim
1061720	MISHIBISHU LAKE AREA,PO	278681	Single Cell Mining Claim
1061721	MISHIBISHU LAKE AREA,PO	278681	Single Cell Mining Claim

1218191	PILOT HARBOUR AREA	278684	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	278684	Single Cell Mining Claim
1061721	POINT ISACOR AREA	278704	Single Cell Mining Claim
1061722	POINT ISACOR AREA	278704	Single Cell Mining Claim
1061728	POINT ISACOR AREA	278704	Single Cell Mining Claim
1061729	POINT ISACOR AREA	278704	Single Cell Mining Claim
1061732	POINT ISACOR AREA	278704	Single Cell Mining Claim
1061733	POINT ISACOR AREA	278704	Single Cell Mining Claim
1028357	DAVID LAKES AREA	279297	Single Cell Mining Claim
1028358	DAVID LAKES AREA	279297	Single Cell Mining Claim
801313	DAVID LAKES AREA	279297	Single Cell Mining Claim
1037210	POINT ISACOR AREA	279898	Single Cell Mining Claim
1037211	POINT ISACOR AREA	279898	Single Cell Mining Claim
998194	POINT ISACOR AREA	279898	Single Cell Mining Claim
998195	POINT ISACOR AREA	279898	Single Cell Mining Claim
1028357	DAVID LAKES AREA	279955	Single Cell Mining Claim
1028362	DAVID LAKES AREA	279955	Single Cell Mining Claim
1028370	DAVID LAKES AREA	279955	Single Cell Mining Claim
997208	POINT ISACOR AREA	281278	Single Cell Mining Claim
997209	POINT ISACOR AREA	281278	Single Cell Mining Claim
997210	POINT ISACOR AREA	281278	Single Cell Mining Claim
997211	POINT ISACOR AREA	281278	Single Cell Mining Claim
4251712	POINT ISACOR AREA	281835	Single Cell Mining Claim
1027220	GROSEILLIERS	281863	Single Cell Mining Claim
1027221	GROSEILLIERS	281863	Single Cell Mining Claim
1027225	GROSEILLIERS	281863	Single Cell Mining Claim
1027226	GROSEILLIERS	281863	Single Cell Mining Claim
1026094	POINT ISACOR AREA	281898	Single Cell Mining Claim
998479	POINT ISACOR AREA	281898	Single Cell Mining Claim
1026081	POINT ISACOR AREA	281952	Single Cell Mining Claim
1026082	POINT ISACOR AREA	281952	Single Cell Mining Claim
1026087	POINT ISACOR AREA	281952	Single Cell Mining Claim
1026088	POINT ISACOR AREA	281952	Single Cell Mining Claim
1027257	GROSEILLIERS	282217	Single Cell Mining Claim
1027258	GROSEILLIERS	282217	Single Cell Mining Claim
1027259	GROSEILLIERS	282217	Single Cell Mining Claim
1027264	GROSEILLIERS	282466	Single Cell Mining Claim
1027265	GROSEILLIERS	282466	Single Cell Mining Claim
1027270	GROSEILLIERS	282466	Single Cell Mining Claim
1027271	GROSEILLIERS	282466	Single Cell Mining Claim
997829	POINT ISACOR AREA	282620	Single Cell Mining Claim
997830	POINT ISACOR AREA	282620	Single Cell Mining Claim
997837	POINT ISACOR AREA	282620	Single Cell Mining Claim
997838	POINT ISACOR AREA	282620	Single Cell Mining Claim
1028387	CAMP LAKE AREA	283155	Single Cell Mining Claim
1028388	CAMP LAKE AREA	283155	Single Cell Mining Claim
1028389	CAMP LAKE AREA	283155	Single Cell Mining Claim

3006845	MISHIBISHU LAKE AREA	283533	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	283534	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	283535	Single Cell Mining Claim
998135	POINT ISACOR AREA	283749	Single Cell Mining Claim
998136	POINT ISACOR AREA	283749	Single Cell Mining Claim
998143	POINT ISACOR AREA	283749	Single Cell Mining Claim
998144	POINT ISACOR AREA	283749	Single Cell Mining Claim
1026951	GROSEILLIERS	283822	Single Cell Mining Claim
1027218	GROSEILLIERS	283822	Single Cell Mining Claim
1027267	GROSEILLIERS	283822	Single Cell Mining Claim
1027268	GROSEILLIERS	283822	Single Cell Mining Claim
1027272	GROSEILLIERS	284432	Single Cell Mining Claim
1027282	GROSEILLIERS	284432	Single Cell Mining Claim
1027272	GROSEILLIERS	284433	Single Cell Mining Claim
1027273	GROSEILLIERS	284433	Single Cell Mining Claim
1027281	GROSEILLIERS	284433	Single Cell Mining Claim
1027282	GROSEILLIERS	284433	Single Cell Mining Claim
1026125	GROSEILLIERS	284685	Single Cell Mining Claim
1026126	GROSEILLIERS	284685	Single Cell Mining Claim
998169	GROSEILLIERS	284685	Single Cell Mining Claim
998170	GROSEILLIERS	284685	Single Cell Mining Claim
1026972	GROSEILLIERS	285356	Single Cell Mining Claim
1027227	GROSEILLIERS	285356	Single Cell Mining Claim
1027228	GROSEILLIERS	285356	Single Cell Mining Claim
1027229	GROSEILLIERS	285356	Single Cell Mining Claim
1069077	POINT ISACOR AREA	287162	Single Cell Mining Claim
1069078	POINT ISACOR AREA	287162	Single Cell Mining Claim
1069081	POINT ISACOR AREA	287162	Single Cell Mining Claim
1069082	POINT ISACOR AREA	287162	Single Cell Mining Claim
1027238	GROSEILLIERS	287207	Single Cell Mining Claim
1027239	GROSEILLIERS	287207	Single Cell Mining Claim
1027240	GROSEILLIERS	287207	Single Cell Mining Claim
1027241	GROSEILLIERS	287207	Single Cell Mining Claim
661168	MISHIBISHU LAKE AREA	287222	Single Cell Mining Claim
661195	MISHIBISHU LAKE AREA	287222	Single Cell Mining Claim
1063607	POINT ISACOR AREA	287834	Single Cell Mining Claim
1183303	POINT ISACOR AREA	287834	Single Cell Mining Claim
693597	POINT ISACOR AREA	287834	Single Cell Mining Claim
693613	POINT ISACOR AREA	287834	Single Cell Mining Claim
997207	POINT ISACOR AREA	287862	Single Cell Mining Claim
997208	POINT ISACOR AREA	287862	Single Cell Mining Claim
997211	POINT ISACOR AREA	287862	Single Cell Mining Claim
997212	POINT ISACOR AREA	287862	Single Cell Mining Claim
779109	DAVID LAKES AREA	287984	Single Cell Mining Claim
801350	DAVID LAKES AREA	287984	Single Cell Mining Claim
801357	DAVID LAKES AREA	287984	Single Cell Mining Claim
998166	GROSEILLIERS	288074	Single Cell Mining Claim

998167	GROSEILLIERS	288074	Single Cell Mining Claim
998168	GROSEILLIERS	288074	Single Cell Mining Claim
998169	GROSEILLIERS	288074	Single Cell Mining Claim
1026932	GROSEILLIERS	288122	Single Cell Mining Claim
1027277	GROSEILLIERS	288122	Single Cell Mining Claim
1026931	GROSEILLIERS	288123	Single Cell Mining Claim
1026932	GROSEILLIERS	288123	Single Cell Mining Claim
1026933	GROSEILLIERS	288123	Single Cell Mining Claim
1027277	GROSEILLIERS	288123	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	288603	Single Cell Mining Claim
998191	POINT ISACOR AREA	288719	Single Cell Mining Claim
998192	POINT ISACOR AREA	288719	Single Cell Mining Claim
998193	POINT ISACOR AREA	288719	Single Cell Mining Claim
998196	POINT ISACOR AREA	288719	Single Cell Mining Claim
998197	POINT ISACOR AREA	288719	Single Cell Mining Claim
998198	POINT ISACOR AREA	288719	Single Cell Mining Claim
998165	GROSEILLIERS	289322	Single Cell Mining Claim
998166	GROSEILLIERS	289322	Single Cell Mining Claim
998167	GROSEILLIERS	289322	Single Cell Mining Claim
998169	GROSEILLIERS	289322	Single Cell Mining Claim
998170	GROSEILLIERS	289322	Single Cell Mining Claim
998140	POINT ISACOR AREA	290094	Single Cell Mining Claim
998141	POINT ISACOR AREA	290094	Single Cell Mining Claim
998193	POINT ISACOR AREA	290094	Single Cell Mining Claim
998194	POINT ISACOR AREA	290094	Single Cell Mining Claim
801307	DAVID LAKES AREA	290689	Single Cell Mining Claim
801308	DAVID LAKES AREA	290689	Single Cell Mining Claim
998133	POINT ISACOR AREA	291304	Single Cell Mining Claim
998134	POINT ISACOR AREA	291304	Single Cell Mining Claim
998135	POINT ISACOR AREA	291304	Single Cell Mining Claim
998136	POINT ISACOR AREA	291304	Single Cell Mining Claim
924526	DAVID LAKES AREA,MISHIB	291853	Single Cell Mining Claim
924527	DAVID LAKES AREA,MISHIB	291853	Single Cell Mining Claim
924528	DAVID LAKES AREA,MISHIB	291853	Single Cell Mining Claim
924529	DAVID LAKES AREA,MISHIB	291853	Single Cell Mining Claim
924551	DAVID LAKES AREA,MISHIB	291853	Single Cell Mining Claim
924552	DAVID LAKES AREA,MISHIB	291853	Single Cell Mining Claim
1026943	GROSEILLIERS	292022	Single Cell Mining Claim
1026944	GROSEILLIERS	292022	Single Cell Mining Claim
1026945	GROSEILLIERS	292022	Single Cell Mining Claim
1026946	GROSEILLIERS	292022	Single Cell Mining Claim
1026947	GROSEILLIERS	292022	Single Cell Mining Claim
1026948	GROSEILLIERS	292022	Single Cell Mining Claim
1026951	GROSEILLIERS	292022	Single Cell Mining Claim
1026952	GROSEILLIERS	292022	Single Cell Mining Claim
1026953	GROSEILLIERS	292022	Single Cell Mining Claim
661123	MISHIBISHU LAKE AREA	292585	Single Cell Mining Claim

661126	MISHIBISHU LAKE AREA	292585	Single Cell Mining Claim
1026800	GROSEILLIERS	292669	Single Cell Mining Claim
1026801	GROSEILLIERS	292669	Single Cell Mining Claim
1026802	GROSEILLIERS	292669	Single Cell Mining Claim
1026803	GROSEILLIERS	292669	Single Cell Mining Claim
1026919	GROSEILLIERS	292669	Single Cell Mining Claim
1026926	GROSEILLIERS	292669	Single Cell Mining Claim
1069078	POINT ISACOR AREA	293270	Single Cell Mining Claim
1069079	POINT ISACOR AREA	293270	Single Cell Mining Claim
1069080	POINT ISACOR AREA	293270	Single Cell Mining Claim
1069081	POINT ISACOR AREA	293270	Single Cell Mining Claim
1238320	MISHIBISHU LAKE AREA,PO	293397	Single Cell Mining Claim
1026815	GROSEILLIERS	293461	Single Cell Mining Claim
1026927	GROSEILLIERS	293461	Single Cell Mining Claim
1026937	GROSEILLIERS	293461	Single Cell Mining Claim
1026958	GROSEILLIERS	293461	Single Cell Mining Claim
1027222	GROSEILLIERS	294050	Single Cell Mining Claim
1027223	GROSEILLIERS	294050	Single Cell Mining Claim
1027288	GROSEILLIERS	294050	Single Cell Mining Claim
1027289	GROSEILLIERS	294050	Single Cell Mining Claim
1183301	PILOT HARBOUR AREA,POIN	294798	Single Cell Mining Claim
924532	PILOT HARBOUR AREA,POIN	294798	Single Cell Mining Claim
924533	PILOT HARBOUR AREA,POIN	294798	Single Cell Mining Claim
924536	PILOT HARBOUR AREA,POIN	294798	Single Cell Mining Claim
924554	PILOT HARBOUR AREA,POIN	294798	Single Cell Mining Claim
924555	PILOT HARBOUR AREA,POIN	294798	Single Cell Mining Claim
1026956	GROSEILLIERS	296061	Single Cell Mining Claim
1026957	GROSEILLIERS	296061	Single Cell Mining Claim
1026970	GROSEILLIERS	296061	Single Cell Mining Claim
1026971	GROSEILLIERS	296061	Single Cell Mining Claim
1026972	GROSEILLIERS	296061	Single Cell Mining Claim
1027228	GROSEILLIERS	296061	Single Cell Mining Claim
1069076	MISHIBISHU LAKE AREA,PO	296378	Single Cell Mining Claim
1069077	MISHIBISHU LAKE AREA,PO	296378	Single Cell Mining Claim
1069082	MISHIBISHU LAKE AREA,PO	296378	Single Cell Mining Claim
1069083	MISHIBISHU LAKE AREA,PO	296378	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	297192	Single Cell Mining Claim
1037207	POINT ISACOR AREA	297336	Single Cell Mining Claim
997839	POINT ISACOR AREA	297336	Single Cell Mining Claim
998139	POINT ISACOR AREA	297336	Single Cell Mining Claim
998140	POINT ISACOR AREA	297336	Single Cell Mining Claim
997214	POINT ISACOR AREA	297923	Single Cell Mining Claim
997215	POINT ISACOR AREA	297923	Single Cell Mining Claim
997216	POINT ISACOR AREA	297923	Single Cell Mining Claim
998128	POINT ISACOR AREA	297923	Single Cell Mining Claim
998129	POINT ISACOR AREA	297923	Single Cell Mining Claim
801313	DAVID LAKES AREA	297983	Single Cell Mining Claim

801314	DAVID LAKES AREA	297983	Single Cell Mining Claim
1026938	GROSEILLIERS	299718	Single Cell Mining Claim
1026945	GROSEILLIERS	299718	Single Cell Mining Claim
1026969	GROSEILLIERS	299718	Single Cell Mining Claim
1026970	GROSEILLIERS	299718	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	299884	Single Cell Mining Claim
1061716	POINT ISACOR AREA	300126	Single Cell Mining Claim
1061717	POINT ISACOR AREA	300126	Single Cell Mining Claim
1061722	POINT ISACOR AREA	300126	Single Cell Mining Claim
1061723	POINT ISACOR AREA	300126	Single Cell Mining Claim
779137	DAVID LAKES AREA	300218	Single Cell Mining Claim
779138	DAVID LAKES AREA	300218	Single Cell Mining Claim
1037383	GROSEILLIERS,POINT ISACO	300241	Single Cell Mining Claim
1037392	GROSEILLIERS,POINT ISACO	300241	Single Cell Mining Claim
998152	GROSEILLIERS,POINT ISACO	300241	Single Cell Mining Claim
998153	GROSEILLIERS,POINT ISACO	300241	Single Cell Mining Claim
1026962	GROSEILLIERS	300298	Single Cell Mining Claim
1026963	GROSEILLIERS	300298	Single Cell Mining Claim
1026123	GROSEILLIERS	300789	Single Cell Mining Claim
1026124	GROSEILLIERS	300789	Single Cell Mining Claim
1026127	GROSEILLIERS	300789	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	301149	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	301254	Single Cell Mining Claim
924532	PILOT HARBOUR AREA	301565	Single Cell Mining Claim
924536	PILOT HARBOUR AREA	301565	Single Cell Mining Claim
924537	PILOT HARBOUR AREA	301565	Single Cell Mining Claim
1061718	MISHIBISHU LAKE AREA,PO	302239	Single Cell Mining Claim
1061719	MISHIBISHU LAKE AREA,PO	302239	Single Cell Mining Claim
1069084	MISHIBISHU LAKE AREA,PO	302239	Single Cell Mining Claim
1236989	MISHIBISHU LAKE AREA,PO	302239	Single Cell Mining Claim
924538	PILOT HARBOUR AREA	302821	Single Cell Mining Claim
924539	PILOT HARBOUR AREA	302821	Single Cell Mining Claim
924540	PILOT HARBOUR AREA	302821	Single Cell Mining Claim
924541	PILOT HARBOUR AREA	302821	Single Cell Mining Claim
924546	DAVID LAKES AREA	302864	Single Cell Mining Claim
1028396	CAMP LAKE AREA	303435	Single Cell Mining Claim
1028397	CAMP LAKE AREA	303435	Single Cell Mining Claim
997819	POINT ISACOR AREA	303465	Single Cell Mining Claim
997820	POINT ISACOR AREA	303465	Single Cell Mining Claim
997821	POINT ISACOR AREA	303465	Single Cell Mining Claim
997822	POINT ISACOR AREA	303465	Single Cell Mining Claim
997823	POINT ISACOR AREA	303465	Single Cell Mining Claim
997824	POINT ISACOR AREA	303465	Single Cell Mining Claim
998162	POINT ISACOR AREA	303532	Single Cell Mining Claim
998163	POINT ISACOR AREA	303532	Single Cell Mining Claim
998172	POINT ISACOR AREA	303532	Single Cell Mining Claim
998173	POINT ISACOR AREA	303532	Single Cell Mining Claim

1027282	GROSEILLIERS	303648	Single Cell Mining Claim
1027283	GROSEILLIERS	303648	Single Cell Mining Claim
997817	POINT ISACOR AREA	304675	Single Cell Mining Claim
997818	POINT ISACOR AREA	304675	Single Cell Mining Claim
997825	POINT ISACOR AREA	304675	Single Cell Mining Claim
997826	POINT ISACOR AREA	304675	Single Cell Mining Claim
1026803	GROSEILLIERS	304802	Single Cell Mining Claim
1026815	GROSEILLIERS	304802	Single Cell Mining Claim
1026927	GROSEILLIERS	304802	Single Cell Mining Claim
1027221	GROSEILLIERS	304810	Single Cell Mining Claim
1027222	GROSEILLIERS	304810	Single Cell Mining Claim
1027224	GROSEILLIERS	304810	Single Cell Mining Claim
1027225	GROSEILLIERS	304810	Single Cell Mining Claim
1026959	GROSEILLIERS	304979	Single Cell Mining Claim
1026960	GROSEILLIERS	304979	Single Cell Mining Claim
661122	MISHIBISHU LAKE AREA	305249	Single Cell Mining Claim
661123	MISHIBISHU LAKE AREA	305249	Single Cell Mining Claim
661126	MISHIBISHU LAKE AREA	305249	Single Cell Mining Claim
661127	MISHIBISHU LAKE AREA	305249	Single Cell Mining Claim
1028389	CAMP LAKE AREA	305269	Single Cell Mining Claim
1028396	CAMP LAKE AREA	305269	Single Cell Mining Claim
693620	POINT ISACOR AREA	305398	Single Cell Mining Claim
693621	POINT ISACOR AREA	305398	Single Cell Mining Claim
924552	POINT ISACOR AREA	305398	Single Cell Mining Claim
924553	POINT ISACOR AREA	305398	Single Cell Mining Claim
1026091	POINT ISACOR AREA	307332	Single Cell Mining Claim
1026092	POINT ISACOR AREA	307332	Single Cell Mining Claim
998476	POINT ISACOR AREA	307332	Single Cell Mining Claim
998477	POINT ISACOR AREA	307332	Single Cell Mining Claim
998478	POINT ISACOR AREA	307332	Single Cell Mining Claim
998480	POINT ISACOR AREA	307332	Single Cell Mining Claim
998481	POINT ISACOR AREA	307332	Single Cell Mining Claim
998482	POINT ISACOR AREA	307332	Single Cell Mining Claim
3020021	DAVID LAKES AREA	308605	Boundary Cell Mining Claim
924528	PILOT HARBOUR AREA	309061	Single Cell Mining Claim
924531	PILOT HARBOUR AREA	309061	Single Cell Mining Claim
3006837	MISHIBISHU LAKE AREA	309398	Single Cell Mining Claim
661122	MISHIBISHU LAKE AREA	309803	Single Cell Mining Claim
661127	MISHIBISHU LAKE AREA	309803	Single Cell Mining Claim
1061725	POINT ISACOR AREA	310266	Single Cell Mining Claim
1061735	POINT ISACOR AREA	310266	Single Cell Mining Claim
1061736	POINT ISACOR AREA	310266	Single Cell Mining Claim
1061740	POINT ISACOR AREA	310266	Single Cell Mining Claim
1027224	GROSEILLIERS	310339	Single Cell Mining Claim
1026120	POINT ISACOR AREA	310828	Single Cell Mining Claim
998171	POINT ISACOR AREA	310828	Single Cell Mining Claim
998172	POINT ISACOR AREA	310828	Single Cell Mining Claim

998484	POINT ISACOR AREA	310828	Single Cell Mining Claim
1026815	GROSEILLIERS	312860	Single Cell Mining Claim
1026958	GROSEILLIERS	312860	Single Cell Mining Claim
1026959	GROSEILLIERS	312860	Single Cell Mining Claim
997205	POINT ISACOR AREA	312861	Single Cell Mining Claim
997206	POINT ISACOR AREA	312861	Single Cell Mining Claim
997208	POINT ISACOR AREA	312861	Single Cell Mining Claim
997209	POINT ISACOR AREA	312861	Single Cell Mining Claim
1027216	GROSEILLIERS	313480	Single Cell Mining Claim
1027217	GROSEILLIERS	313480	Single Cell Mining Claim
1027220	GROSEILLIERS	313480	Single Cell Mining Claim
1027221	GROSEILLIERS	313480	Single Cell Mining Claim
1026945	GROSEILLIERS	315014	Single Cell Mining Claim
1026946	GROSEILLIERS	315014	Single Cell Mining Claim
1026953	GROSEILLIERS	315014	Single Cell Mining Claim
1026970	GROSEILLIERS	315014	Single Cell Mining Claim
1026971	GROSEILLIERS	315014	Single Cell Mining Claim
1026972	GROSEILLIERS	315014	Single Cell Mining Claim
1027283	GROSEILLIERS	315560	Single Cell Mining Claim
1027284	GROSEILLIERS	315560	Single Cell Mining Claim
1027293	GROSEILLIERS	315560	Single Cell Mining Claim
1027294	GROSEILLIERS	315560	Single Cell Mining Claim
3020021	DAVID LAKES AREA,PUKASK	315837	Boundary Cell Mining Claim
997215	POINT ISACOR AREA	316124	Single Cell Mining Claim
997816	POINT ISACOR AREA	316124	Single Cell Mining Claim
997827	POINT ISACOR AREA	316124	Single Cell Mining Claim
998129	POINT ISACOR AREA	316124	Single Cell Mining Claim
997827	POINT ISACOR AREA	316125	Single Cell Mining Claim
997828	POINT ISACOR AREA	316125	Single Cell Mining Claim
998129	POINT ISACOR AREA	316125	Single Cell Mining Claim
998130	POINT ISACOR AREA	316125	Single Cell Mining Claim
1028347	CAMP LAKE AREA	316962	Single Cell Mining Claim
1028382	CAMP LAKE AREA	316962	Single Cell Mining Claim
1028387	CAMP LAKE AREA	316962	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	317200	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	317201	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	317202	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	317203	Single Cell Mining Claim
1027294	GROSEILLIERS	317348	Single Cell Mining Claim
1027283	GROSEILLIERS	317349	Single Cell Mining Claim
1027294	GROSEILLIERS	317349	Single Cell Mining Claim
1027251	GROSEILLIERS	318780	Single Cell Mining Claim
1037383	GROSEILLIERS	318780	Single Cell Mining Claim
1037392	GROSEILLIERS	318780	Single Cell Mining Claim
998153	GROSEILLIERS	318780	Single Cell Mining Claim
998154	GROSEILLIERS	318780	Single Cell Mining Claim
998155	GROSEILLIERS	318780	Single Cell Mining Claim

801312	DAVID LAKES AREA	318919	Single Cell Mining Claim
801357	DAVID LAKES AREA	318919	Single Cell Mining Claim
1061715	POINT ISACOR AREA	319104	Single Cell Mining Claim
1061716	POINT ISACOR AREA	319104	Single Cell Mining Claim
1236996	POINT ISACOR AREA	319104	Single Cell Mining Claim
1069080	POINT ISACOR AREA	319360	Single Cell Mining Claim
1236996	POINT ISACOR AREA	319360	Single Cell Mining Claim
1027265	GROSEILLIERS	321077	Single Cell Mining Claim
1027266	GROSEILLIERS	321077	Single Cell Mining Claim
1027269	GROSEILLIERS	321077	Single Cell Mining Claim
1027270	GROSEILLIERS	321077	Single Cell Mining Claim
1027266	GROSEILLIERS	321078	Single Cell Mining Claim
1027268	GROSEILLIERS	321078	Single Cell Mining Claim
1027269	GROSEILLIERS	321078	Single Cell Mining Claim
997818	POINT ISACOR AREA	321152	Single Cell Mining Claim
997819	POINT ISACOR AREA	321152	Single Cell Mining Claim
997824	POINT ISACOR AREA	321152	Single Cell Mining Claim
997825	POINT ISACOR AREA	321152	Single Cell Mining Claim
1027271	GROSEILLIERS	321171	Single Cell Mining Claim
1027272	GROSEILLIERS	321171	Single Cell Mining Claim
1026919	GROSEILLIERS	321865	Single Cell Mining Claim
1026920	GROSEILLIERS	321865	Single Cell Mining Claim
1026925	GROSEILLIERS	321865	Single Cell Mining Claim
1026926	GROSEILLIERS	321865	Single Cell Mining Claim
1218192	PILOT HARBOUR AREA	321893	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	321893	Single Cell Mining Claim
924538	PILOT HARBOUR AREA	321893	Single Cell Mining Claim
924540	PILOT HARBOUR AREA	321893	Single Cell Mining Claim
1061737	POINT ISACOR AREA	323743	Single Cell Mining Claim
997207	POINT ISACOR AREA	323743	Single Cell Mining Claim
997212	POINT ISACOR AREA	323743	Single Cell Mining Claim
997213	POINT ISACOR AREA	323743	Single Cell Mining Claim
997214	POINT ISACOR AREA	323743	Single Cell Mining Claim
1026922	GROSEILLIERS	323760	Single Cell Mining Claim
1026923	GROSEILLIERS	323760	Single Cell Mining Claim
1026955	GROSEILLIERS	323760	Single Cell Mining Claim
827255	DAVID LAKES AREA	324067	Single Cell Mining Claim
661195	MISHIBISHU LAKE AREA	324387	Single Cell Mining Claim
693605	MISHIBISHU LAKE AREA	324387	Single Cell Mining Claim
693606	POINT ISACOR AREA	325000	Single Cell Mining Claim
693607	POINT ISACOR AREA	325000	Single Cell Mining Claim
693620	POINT ISACOR AREA	325000	Single Cell Mining Claim
693621	POINT ISACOR AREA	325000	Single Cell Mining Claim
1027236	GROSEILLIERS	325105	Single Cell Mining Claim
1027237	GROSEILLIERS	325105	Single Cell Mining Claim
1027238	GROSEILLIERS	325105	Single Cell Mining Claim
1027241	GROSEILLIERS	325105	Single Cell Mining Claim

1027242	GROSEILLIERS	325105	Single Cell Mining Claim
1027243	GROSEILLIERS	325105	Single Cell Mining Claim
1026966	GROSEILLIERS	325138	Single Cell Mining Claim
1026967	GROSEILLIERS	325138	Single Cell Mining Claim
1027235	GROSEILLIERS	325138	Single Cell Mining Claim
1027236	GROSEILLIERS	325138	Single Cell Mining Claim
1063607	POINT ISACOR AREA	325225	Single Cell Mining Claim
693597	POINT ISACOR AREA	325225	Single Cell Mining Claim
693598	POINT ISACOR AREA	325225	Single Cell Mining Claim
693611	POINT ISACOR AREA	325225	Single Cell Mining Claim
1069074	MISHIBISHU LAKE AREA,PO	325628	Boundary Cell Mining Claim
1069075	MISHIBISHU LAKE AREA,PO	325628	Boundary Cell Mining Claim
3018209	POINT ISACOR AREA	325644	Single Cell Mining Claim
693598	POINT ISACOR AREA	325708	Single Cell Mining Claim
693599	POINT ISACOR AREA	325708	Single Cell Mining Claim
693610	POINT ISACOR AREA	325708	Single Cell Mining Claim
693611	POINT ISACOR AREA	325708	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	327213	Single Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	327213	Single Cell Mining Claim
3020021	PUKASKWA RIVER AREA	327368	Single Cell Mining Claim
1027223	GROSEILLIERS	329226	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	329918	Single Cell Mining Claim
924537	PILOT HARBOUR AREA	329918	Single Cell Mining Claim
924538	PILOT HARBOUR AREA	329918	Single Cell Mining Claim
1027230	GROSEILLIERS	330353	Single Cell Mining Claim
1027231	GROSEILLIERS	330353	Single Cell Mining Claim
1027253	GROSEILLIERS	330353	Single Cell Mining Claim
1028388	CAMP LAKE AREA	330419	Single Cell Mining Claim
801316	DAVID LAKES AREA	330519	Single Cell Mining Claim
801317	DAVID LAKES AREA	330519	Single Cell Mining Claim
1026951	GROSEILLIERS	331100	Single Cell Mining Claim
1026952	GROSEILLIERS	331100	Single Cell Mining Claim
1026953	GROSEILLIERS	331100	Single Cell Mining Claim
1027218	GROSEILLIERS	331100	Single Cell Mining Claim
1027219	GROSEILLIERS	331100	Single Cell Mining Claim
1027267	GROSEILLIERS	331100	Single Cell Mining Claim
998199	POINT ISACOR AREA	331548	Single Cell Mining Claim
998204	POINT ISACOR AREA	331548	Single Cell Mining Claim
3020021	DAVID LAKES AREA,PUKASK	332111	Single Cell Mining Claim
3020021	DAVID LAKES AREA,PUKASK	332112	Boundary Cell Mining Claim
3020021	DAVID LAKES AREA	332113	Boundary Cell Mining Claim
3006839	MISHIBISHU LAKE AREA	332505	Single Cell Mining Claim
661164	MISHIBISHU LAKE AREA	332683	Single Cell Mining Claim
661167	MISHIBISHU LAKE AREA	332683	Single Cell Mining Claim
924544	MISHIBISHU LAKE AREA	332683	Single Cell Mining Claim
924545	MISHIBISHU LAKE AREA	332683	Single Cell Mining Claim
3006845	MISHIBISHU LAKE AREA	333142	Single Cell Mining Claim

3006845	MISHIBISHU LAKE AREA	333143	Single Cell Mining Claim
1027258	GROSEILLIERS	334489	Single Cell Mining Claim
924545	DAVID LAKES AREA,MISHIBI	334552	Single Cell Mining Claim
924556	DAVID LAKES AREA,MISHIBI	334552	Single Cell Mining Claim
1027239	GROSEILLIERS	335055	Single Cell Mining Claim
1027240	GROSEILLIERS	335055	Single Cell Mining Claim
1027252	GROSEILLIERS	335055	Single Cell Mining Claim
3006838	MISHIBISHU LAKE AREA	335949	Single Cell Mining Claim
1027280	GROSEILLIERS	336419	Single Cell Mining Claim
1027281	GROSEILLIERS	336419	Single Cell Mining Claim
1027284	GROSEILLIERS	336419	Single Cell Mining Claim
1027285	GROSEILLIERS	336419	Single Cell Mining Claim
1026934	GROSEILLIERS	336430	Single Cell Mining Claim
1026935	GROSEILLIERS	336430	Single Cell Mining Claim
1026940	GROSEILLIERS	336430	Single Cell Mining Claim
1026941	GROSEILLIERS	336430	Single Cell Mining Claim
1061719	MISHIBISHU LAKE AREA	337616	Single Cell Mining Claim
1061720	MISHIBISHU LAKE AREA	337616	Single Cell Mining Claim
693610	POINT ISACOR AREA	338076	Single Cell Mining Claim
693611	POINT ISACOR AREA	338076	Single Cell Mining Claim
693616	POINT ISACOR AREA	338076	Single Cell Mining Claim
693617	POINT ISACOR AREA	338076	Single Cell Mining Claim
1028357	DAVID LAKES AREA	338918	Single Cell Mining Claim
1028358	DAVID LAKES AREA	338918	Single Cell Mining Claim
1028361	DAVID LAKES AREA	338918	Single Cell Mining Claim
1028362	DAVID LAKES AREA	338918	Single Cell Mining Claim
1026963	GROSEILLIERS	339160	Single Cell Mining Claim
1026964	GROSEILLIERS	339160	Single Cell Mining Claim
998155	GROSEILLIERS	339160	Single Cell Mining Claim
998156	GROSEILLIERS	339160	Single Cell Mining Claim
1231605	PILOT HARBOUR AREA	339301	Single Cell Mining Claim
924537	PILOT HARBOUR AREA	339301	Single Cell Mining Claim
1061737	POINT ISACOR AREA	339740	Single Cell Mining Claim
1061738	POINT ISACOR AREA	339740	Single Cell Mining Claim
997214	POINT ISACOR AREA	339740	Single Cell Mining Claim
1026963	GROSEILLIERS	339814	Single Cell Mining Claim
998156	GROSEILLIERS	339814	Single Cell Mining Claim
998167	GROSEILLIERS	339814	Single Cell Mining Claim
1037207	POINT ISACOR AREA	340304	Single Cell Mining Claim
1037210	POINT ISACOR AREA	340304	Single Cell Mining Claim
998140	POINT ISACOR AREA	340304	Single Cell Mining Claim
998194	POINT ISACOR AREA	340304	Single Cell Mining Claim
1037215	POINT ISACOR AREA	340493	Single Cell Mining Claim
1026087	POINT ISACOR AREA	340901	Single Cell Mining Claim
1026088	POINT ISACOR AREA	340901	Single Cell Mining Claim
1026091	POINT ISACOR AREA	340901	Single Cell Mining Claim
1026092	POINT ISACOR AREA	340901	Single Cell Mining Claim

1027273	GROSEILLIERS	340912	Single Cell Mining Claim
1027274	GROSEILLIERS	340912	Single Cell Mining Claim
1027280	GROSEILLIERS	340912	Single Cell Mining Claim
1027281	GROSEILLIERS	340912	Single Cell Mining Claim
4251712	POINT ISACOR AREA	341388	Single Cell Mining Claim
693607	POINT ISACOR AREA	341388	Single Cell Mining Claim
693608	POINT ISACOR AREA	341388	Single Cell Mining Claim
1026800	GROSEILLIERS	343051	Single Cell Mining Claim
1026803	GROSEILLIERS	343051	Single Cell Mining Claim
1026092	POINT ISACOR AREA	344186	Single Cell Mining Claim
1026093	POINT ISACOR AREA	344186	Single Cell Mining Claim
1026094	POINT ISACOR AREA	344186	Single Cell Mining Claim
998477	POINT ISACOR AREA	344186	Single Cell Mining Claim
998478	POINT ISACOR AREA	344186	Single Cell Mining Claim
998479	POINT ISACOR AREA	344186	Single Cell Mining Claim
998480	POINT ISACOR AREA	344186	Single Cell Mining Claim
1026937	GROSEILLIERS	344346	Single Cell Mining Claim
1026938	GROSEILLIERS	344346	Single Cell Mining Claim
1026958	GROSEILLIERS	344346	Single Cell Mining Claim
1026969	GROSEILLIERS	344346	Single Cell Mining Claim
1028375	DAVID LAKES AREA	344400	Single Cell Mining Claim

Moss Lake Project

Patented (Freehold) Mining Claims

Claim	Township	Record Name	PIN(s)
PAT-28572	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28573	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28574	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1001 (LT)
PAT-28575	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0912 (LT)
PAT-28576	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1001 (LT)
PAT-28577	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1001 (LT)
PAT-28578	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0568 (LT)
PAT-28579	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0569 (LT)
PAT-28580	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1000 (LT)
PAT-28581	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1000 (LT)
PAT-28582	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1000 (LT)
PAT-28583	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0561 (LT)
PAT-28584	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0560 (LT)
PAT-28586	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1000 (LT)
PAT-28587	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1000 (LT)
PAT-28588	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28589	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28590	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0570 (LT)
PAT-28591	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0571 (LT)
PAT-28592	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0572 (LT)
PAT-28593	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0562 (LT)
PAT-28594	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0573 (LT)

Claim	Township	Record Name	PIN(s)
PAT-28595	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28596	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28597	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28598	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0580 (LT)
PAT-28599	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0579 (LT)
PAT-28600	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0578 (LT)
PAT-28601	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0574 (LT)
PAT-28602	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0577 (LT)
PAT-28603	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0576 (LT)
PAT-28604	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0575 (LT)
PAT-28605	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0515 (LT)
PAT-28606	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1001 (LT)
PAT-28607	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0582 (LT)
PAT-28608	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0583 (LT)
PAT-28609	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0584 (LT)
PAT-28610	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0585 (LT)
PAT-28611	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0586 (LT)
PAT-28612	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-0587 (LT)
PAT-28613	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1000 (LT)
PAT-52255	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1340 (LT)
PAT-52256	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1341 (LT)
PAT-52257	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	62505-1342 (LT)

Mining Leases and Licenses

Claim	Township	Record Name	PIN(s)
LEA-107488	MOSS	MOSS LAKE GOLD MINES LTD.	62311-0001
LEA-108107	MOSS	MOSS LAKE GOLD MINES LTD.	62311-0002
MLO-13250	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	
MLO-13251	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	
MLO-13260	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	
MLO-13291	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	
MLO-13443	BURCHELL LAKE	MOSS LAKE GOLD MINES LTD.	

Unpatented Mining Claims

(see attached)

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type
830082	MOSS	100930	Single Cell Mining Claim
830083	MOSS	100930	Single Cell Mining Claim
830084	MOSS	100930	Single Cell Mining Claim
830483	MOSS	100930	Single Cell Mining Claim
821778	MOSS	100972	Single Cell Mining Claim
830083	MOSS	100972	Single Cell Mining Claim
830090	MOSS	100972	Single Cell Mining Claim
830091	MOSS	100972	Single Cell Mining Claim
834671	MOSS	100972	Single Cell Mining Claim
834672	MOSS	100972	Single Cell Mining Claim
1233264	MOSS	102622	Single Cell Mining Claim
830232	MOSS	102622	Single Cell Mining Claim
830233	MOSS	102622	Single Cell Mining Claim
3001279	POWELL LAKE AREA	102866	Single Cell Mining Claim
1249531	POWELL LAKE AREA	102867	Single Cell Mining Claim
3001279	POWELL LAKE AREA	102867	Single Cell Mining Claim
1249531	MOSS,POWELL LAKE AREA	102991	Boundary Cell Mining Claim
3011383	MOSS,POWELL LAKE AREA	102991	Boundary Cell Mining Claim
3011383	MOSS,POWELL LAKE AREA	102992	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	102993	Single Cell Mining Claim
3011383	POWELL LAKE AREA	102993	Single Cell Mining Claim
3001280	POWELL LAKE AREA	103086	Single Cell Mining Claim
3017845	POWELL LAKE AREA	103086	Single Cell Mining Claim
4229148	MOSS	103088	Single Cell Mining Claim
4229149	MOSS	103088	Single Cell Mining Claim
4229148	MOSS	103089	Boundary Cell Mining Claim
812243	MOSS	104093	Single Cell Mining Claim
812244	MOSS	104093	Single Cell Mining Claim
812252	MOSS	104093	Single Cell Mining Claim
812253	MOSS	104093	Single Cell Mining Claim
812256	MOSS	104093	Single Cell Mining Claim
812257	MOSS	104093	Single Cell Mining Claim
812255	MOSS	105331	Single Cell Mining Claim
812263	MOSS	105331	Single Cell Mining Claim
940416	MOSS	105331	Single Cell Mining Claim
940703	MOSS	105331	Single Cell Mining Claim
940743	BURCHELL LAKE AREA	106344	Boundary Cell Mining Claim
942010	BURCHELL LAKE AREA	106344	Boundary Cell Mining Claim
812257	MOSS	106870	Single Cell Mining Claim
812258	MOSS	106870	Single Cell Mining Claim
812260	MOSS	106870	Single Cell Mining Claim
812261	MOSS	106870	Single Cell Mining Claim
812260	MOSS	106871	Single Cell Mining Claim
812261	MOSS	106871	Single Cell Mining Claim
812266	MOSS	106871	Single Cell Mining Claim
812267	MOSS	106871	Single Cell Mining Claim

1187652	BURCHELL LAKE AREA	107282	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	107282	Single Cell Mining Claim
938976	BURCHELL LAKE AREA	107282	Single Cell Mining Claim
3001769	BURCHELL LAKE AREA	107448	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA	107448	Single Cell Mining Claim
4213408	BURCHELL LAKE AREA	107448	Single Cell Mining Claim
1241038	MOSS	107741	Single Cell Mining Claim
940417	MOSS	107741	Single Cell Mining Claim
942017	MOSS	107741	Single Cell Mining Claim
3011382	POWELL LAKE AREA	108491	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	109200	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	109201	Boundary Cell Mining Claim
4211659	BURCHELL LAKE AREA	109201	Boundary Cell Mining Claim
1233265	BURCHELL LAKE AREA,MOSS	110640	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	110640	Single Cell Mining Claim
3002013	BURCHELL LAKE AREA	110865	Boundary Cell Mining Claim
3002051	BURCHELL LAKE AREA	110865	Boundary Cell Mining Claim
4203461	NELSON LAKE AREA	112085	Single Cell Mining Claim
1241039	MOSS	112247	Single Cell Mining Claim
830077	MOSS	112247	Single Cell Mining Claim
830082	MOSS	112247	Single Cell Mining Claim
4213407	AMES,BURCHELL LAKE AREA	112403	Single Cell Mining Claim
4244461	AMES,BURCHELL LAKE AREA	112515	Single Cell Mining Claim
4249671	AMES,BURCHELL LAKE AREA	112515	Single Cell Mining Claim
4213405	AMES	112902	Boundary Cell Mining Claim
4213405	BURCHELL LAKE AREA	112903	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	113046	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	113047	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	113708	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA	114629	Single Cell Mining Claim
1241039	MOSS	114722	Single Cell Mining Claim
1249599	MOSS	114722	Single Cell Mining Claim
830077	MOSS	116614	Single Cell Mining Claim
830082	MOSS	116614	Single Cell Mining Claim
830481	MOSS	116614	Single Cell Mining Claim
830483	MOSS	116614	Single Cell Mining Claim
1233264	MOSS	117961	Single Cell Mining Claim
4212034	MOSS	117961	Single Cell Mining Claim
3011383	POWELL LAKE AREA	118305	Single Cell Mining Claim
3002159	BURCHELL LAKE AREA,MOSS	118315	Boundary Cell Mining Claim
630799	BURCHELL LAKE AREA,MOSS	118315	Boundary Cell Mining Claim
3002159	MOSS	118316	Single Cell Mining Claim
3001280	MOSS,POWELL LAKE AREA	118394	Boundary Cell Mining Claim
3017845	MOSS,POWELL LAKE AREA	118394	Boundary Cell Mining Claim
1249600	MOSS,NELSON LAKE AREA	118395	Boundary Cell Mining Claim
3017845	MOSS,NELSON LAKE AREA	118395	Boundary Cell Mining Claim
4203461	MOSS,NELSON LAKE AREA	118395	Boundary Cell Mining Claim

3017845	NELSON LAKE AREA,POWELL LAKE AREA	118396	Single Cell Mining Claim
1249599	MOSS	118397	Single Cell Mining Claim
1249600	MOSS	118397	Single Cell Mining Claim
1246780	MOSS	118920	Single Cell Mining Claim
630916	MOSS	118920	Single Cell Mining Claim
630917	MOSS	118920	Single Cell Mining Claim
630921	MOSS	118920	Single Cell Mining Claim
630922	MOSS	118920	Single Cell Mining Claim
630923	MOSS	118920	Single Cell Mining Claim
630936	MOSS	120081	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	120959	Boundary Cell Mining Claim
1246780	MOSS	123186	Single Cell Mining Claim
630921	MOSS	123186	Single Cell Mining Claim
630927	MOSS	123186	Single Cell Mining Claim
630928	MOSS	123186	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA	123443	Boundary Cell Mining Claim
940743	BURCHELL LAKE AREA	123443	Boundary Cell Mining Claim
942009	BURCHELL LAKE AREA	123443	Boundary Cell Mining Claim
1241038	MOSS	123485	Single Cell Mining Claim
942013	MOSS	123485	Single Cell Mining Claim
942014	MOSS	123485	Single Cell Mining Claim
940703	MOSS	124109	Single Cell Mining Claim
940704	MOSS	124109	Single Cell Mining Claim
940705	MOSS	124109	Single Cell Mining Claim
940706	MOSS	124109	Single Cell Mining Claim
1233264	MOSS	124512	Single Cell Mining Claim
4212034	MOSS	124512	Single Cell Mining Claim
940743	BURCHELL LAKE AREA	124601	Single Cell Mining Claim
942009	BURCHELL LAKE AREA	124601	Single Cell Mining Claim
942010	BURCHELL LAKE AREA	124601	Single Cell Mining Claim
942011	BURCHELL LAKE AREA	124601	Single Cell Mining Claim
942011	BURCHELL LAKE AREA,MOSS	124602	Single Cell Mining Claim
942012	BURCHELL LAKE AREA,MOSS	124602	Single Cell Mining Claim
1064687	BURCHELL LAKE AREA	124609	Single Cell Mining Claim
1242602	BURCHELL LAKE AREA	124609	Single Cell Mining Claim
1233264	MOSS	125172	Boundary Cell Mining Claim
834680	MOSS	125172	Boundary Cell Mining Claim
830076	MOSS	125319	Single Cell Mining Claim
830480	MOSS	125319	Single Cell Mining Claim
940704	MOSS	125319	Single Cell Mining Claim
940705	MOSS	125319	Single Cell Mining Claim
3001279	POWELL LAKE AREA	125714	Boundary Cell Mining Claim
3001279	POWELL LAKE AREA	125715	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	126364	Boundary Cell Mining Claim
3011383	POWELL LAKE AREA	126364	Boundary Cell Mining Claim
3002157	MOSS	126377	Single Cell Mining Claim
3002159	MOSS	126377	Single Cell Mining Claim

4229149	MOSS	126377	Single Cell Mining Claim
3002159	MOSS	126378	Single Cell Mining Claim
3002159	MOSS	126379	Boundary Cell Mining Claim
1232111	MOSS	126448	Single Cell Mining Claim
811237	MOSS	126448	Single Cell Mining Claim
821439	MOSS	126448	Single Cell Mining Claim
3001280	POWELL LAKE AREA	126449	Single Cell Mining Claim
3017845	NELSON LAKE AREA	126450	Single Cell Mining Claim
1249600	MOSS,NELSON LAKE AREA	126451	Single Cell Mining Claim
4203461	MOSS,NELSON LAKE AREA	126451	Single Cell Mining Claim
1249600	MOSS,NELSON LAKE AREA	126452	Single Cell Mining Claim
4203461	MOSS,NELSON LAKE AREA	126452	Single Cell Mining Claim
1249531	POWELL LAKE AREA	126453	Single Cell Mining Claim
1187652	BURCHELL LAKE AREA	126838	Single Cell Mining Claim
1239688	BURCHELL LAKE AREA	126838	Single Cell Mining Claim
938975	BURCHELL LAKE AREA	126838	Single Cell Mining Claim
938976	BURCHELL LAKE AREA	126838	Single Cell Mining Claim
1233264	MOSS	127182	Boundary Cell Mining Claim
4212018	MOSS	127182	Boundary Cell Mining Claim
830083	MOSS	127473	Single Cell Mining Claim
830084	MOSS	127473	Single Cell Mining Claim
830089	MOSS	127473	Single Cell Mining Claim
830090	MOSS	127473	Single Cell Mining Claim
830092	MOSS	127473	Single Cell Mining Claim
834671	MOSS	127473	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	128063	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	128063	Single Cell Mining Claim
1233264	MOSS	128469	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA	129405	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA	129405	Single Cell Mining Claim
4213408	BURCHELL LAKE AREA	129405	Single Cell Mining Claim
4211656	BURCHELL LAKE AREA	130055	Boundary Cell Mining Claim
1238679	BURCHELL LAKE AREA	130056	Single Cell Mining Claim
1242602	BURCHELL LAKE AREA	130056	Single Cell Mining Claim
3010485	BURCHELL LAKE AREA	130056	Single Cell Mining Claim
3010486	BURCHELL LAKE AREA	130056	Single Cell Mining Claim
3011382	POWELL LAKE AREA	130135	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	130912	Single Cell Mining Claim
3011382	POWELL LAKE AREA	130913	Boundary Cell Mining Claim
3001509	BURCHELL LAKE AREA	130946	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	130946	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	130947	Single Cell Mining Claim
4244462	CRAYFISH LAKE AREA	130988	Boundary Cell Mining Claim
4262839	CRAYFISH LAKE AREA	130988	Boundary Cell Mining Claim
4262838	AMES,CRAYFISH LAKE AREA	131952	Boundary Cell Mining Claim
3001510	BURCHELL LAKE AREA	133939	Boundary Cell Mining Claim
942010	BURCHELL LAKE AREA	135003	Single Cell Mining Claim

4213406	BURCHELL LAKE AREA	135821	Single Cell Mining Claim
1064687	BURCHELL LAKE AREA	136077	Boundary Cell Mining Claim
4203462	NELSON LAKE AREA	136430	Single Cell Mining Claim
812255	MOSS	136686	Single Cell Mining Claim
812256	MOSS	136686	Single Cell Mining Claim
812262	MOSS	136686	Single Cell Mining Claim
812263	MOSS	136686	Single Cell Mining Claim
1233265	BURCHELL LAKE AREA,MOSS	136944	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	136944	Single Cell Mining Claim
4249671	BURCHELL LAKE AREA	138474	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	139607	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	139608	Single Cell Mining Claim
1241039	MOSS	139830	Single Cell Mining Claim
1249599	MOSS	139830	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA,MOSS	140856	Single Cell Mining Claim
4229150	BURCHELL LAKE AREA,MOSS	140856	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	140981	Single Cell Mining Claim
938975	BURCHELL LAKE AREA	140981	Single Cell Mining Claim
938976	BURCHELL LAKE AREA	140981	Single Cell Mining Claim
938977	BURCHELL LAKE AREA	140981	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	140982	Single Cell Mining Claim
938977	BURCHELL LAKE AREA	140982	Single Cell Mining Claim
4203462	NELSON LAKE AREA	141884	Single Cell Mining Claim
4203462	NELSON LAKE AREA	141885	Single Cell Mining Claim
1233265	MOSS	142486	Single Cell Mining Claim
4213407	AMES,BURCHELL LAKE AREA	143295	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	143296	Single Cell Mining Claim
1233265	MOSS	144324	Single Cell Mining Claim
1241038	MOSS	144324	Single Cell Mining Claim
812243	MOSS	144324	Single Cell Mining Claim
812244	MOSS	144324	Single Cell Mining Claim
4244461	CRAYFISH LAKE AREA	144538	Single Cell Mining Claim
4262838	CRAYFISH LAKE AREA	144538	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	144538	Single Cell Mining Claim
811239	MOSS	144705	Single Cell Mining Claim
1187652	BURCHELL LAKE AREA	144876	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	144876	Single Cell Mining Claim
1233265	MOSS	144993	Single Cell Mining Claim
812245	MOSS	144993	Single Cell Mining Claim
812246	MOSS	144993	Single Cell Mining Claim
812247	MOSS	144993	Single Cell Mining Claim
1241039	MOSS	145259	Single Cell Mining Claim
1249599	MOSS	145259	Single Cell Mining Claim
812265	MOSS	145432	Single Cell Mining Claim
812266	MOSS	145432	Single Cell Mining Claim
812268	MOSS	145432	Single Cell Mining Claim
829141	MOSS	145432	Single Cell Mining Claim

830478	MOSS	145432	Single Cell Mining Claim
3001769	BURCHELL LAKE AREA	145564	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	145567	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	145567	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	145567	Single Cell Mining Claim
4203461	NELSON LAKE AREA	145692	Single Cell Mining Claim
4203462	NELSON LAKE AREA	145692	Single Cell Mining Claim
938976	BURCHELL LAKE AREA	146925	Single Cell Mining Claim
938977	BURCHELL LAKE AREA	146925	Single Cell Mining Claim
940711	MOSS	147153	Single Cell Mining Claim
940712	MOSS	147153	Single Cell Mining Claim
1242602	BURCHELL LAKE AREA	147582	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	147614	Single Cell Mining Claim
3011382	POWELL LAKE AREA	147615	Boundary Cell Mining Claim
4262838	AMES	148045	Single Cell Mining Claim
4266047	MOSS	148449	Boundary Cell Mining Claim
4211658	BURCHELL LAKE AREA	149004	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	149004	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	149005	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	149005	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	149366	Boundary Cell Mining Claim
940419	MOSS	149696	Single Cell Mining Claim
940420	MOSS	149696	Single Cell Mining Claim
812261	MOSS	150900	Single Cell Mining Claim
812262	MOSS	150900	Single Cell Mining Claim
812265	MOSS	150900	Single Cell Mining Claim
812266	MOSS	150900	Single Cell Mining Claim
4213405	AMES	151206	Boundary Cell Mining Claim
940417	MOSS	151810	Single Cell Mining Claim
940418	MOSS	151810	Single Cell Mining Claim
942016	MOSS	151810	Single Cell Mining Claim
942017	MOSS	151810	Single Cell Mining Claim
942010	BURCHELL LAKE AREA	152496	Single Cell Mining Claim
942011	BURCHELL LAKE AREA	152496	Single Cell Mining Claim
3011383	POWELL LAKE AREA	154329	Single Cell Mining Claim
3002159	MOSS	154338	Single Cell Mining Claim
630798	MOSS	154338	Single Cell Mining Claim
630799	MOSS	154338	Single Cell Mining Claim
630912	MOSS	154338	Single Cell Mining Claim
1232111	MOSS	154410	Boundary Cell Mining Claim
1232111	MOSS	154411	Boundary Cell Mining Claim
1232112	MOSS	154411	Boundary Cell Mining Claim
4262980	MOSS	154411	Boundary Cell Mining Claim
630936	MOSS	154411	Boundary Cell Mining Claim
3001280	POWELL LAKE AREA	154412	Single Cell Mining Claim
3017845	POWELL LAKE AREA	154412	Single Cell Mining Claim
3017845	NELSON LAKE AREA	154413	Single Cell Mining Claim

4203461	NELSON LAKE AREA	154413	Single Cell Mining Claim
4229148	MOSS	154414	Single Cell Mining Claim
4229149	MOSS	154414	Single Cell Mining Claim
1249599	MOSS	154415	Single Cell Mining Claim
1249600	MOSS	154415	Single Cell Mining Claim
1249600	MOSS,NELSON LAKE AREA	154416	Single Cell Mining Claim
4203461	MOSS,NELSON LAKE AREA	154416	Single Cell Mining Claim
4213406	AMES,BURCHELL LAKE AREA	155344	Single Cell Mining Claim
4213407	AMES,BURCHELL LAKE AREA	155344	Single Cell Mining Claim
4203462	NELSON LAKE AREA	155973	Single Cell Mining Claim
4203462	NELSON LAKE AREA	155974	Single Cell Mining Claim
4203462	NELSON LAKE AREA	155975	Single Cell Mining Claim
1233264	MOSS	156402	Single Cell Mining Claim
821777	MOSS	156815	Single Cell Mining Claim
821778	MOSS	156815	Single Cell Mining Claim
1233265	MOSS	157102	Single Cell Mining Claim
1246780	MOSS	157102	Single Cell Mining Claim
4213407	AMES,BURCHELL LAKE AREA	157383	Single Cell Mining Claim
4249671	AMES,BURCHELL LAKE AREA	157383	Single Cell Mining Claim
1232109	MOSS	157504	Single Cell Mining Claim
811237	MOSS	157504	Single Cell Mining Claim
811238	MOSS	157504	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	158072	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA	158727	Single Cell Mining Claim
4244461	AMES,BURCHELL LAKE AREA	158728	Single Cell Mining Claim
1233264	MOSS	158900	Single Cell Mining Claim
834673	MOSS	158900	Single Cell Mining Claim
834674	MOSS	158900	Single Cell Mining Claim
834675	MOSS	158900	Single Cell Mining Claim
821778	MOSS	159546	Single Cell Mining Claim
830083	MOSS	159546	Single Cell Mining Claim
830483	MOSS	159546	Single Cell Mining Claim
812244	MOSS	159715	Single Cell Mining Claim
812245	MOSS	159715	Single Cell Mining Claim
812251	MOSS	159715	Single Cell Mining Claim
812252	MOSS	159715	Single Cell Mining Claim
812257	MOSS	159715	Single Cell Mining Claim
812258	MOSS	159715	Single Cell Mining Claim
4203461	NELSON LAKE AREA	159809	Single Cell Mining Claim
4203461	NELSON LAKE AREA	159810	Single Cell Mining Claim
4203462	NELSON LAKE AREA	159810	Single Cell Mining Claim
630921	MOSS	161671	Single Cell Mining Claim
630922	MOSS	161671	Single Cell Mining Claim
630923	MOSS	161671	Single Cell Mining Claim
630925	MOSS	161671	Single Cell Mining Claim
630926	MOSS	161671	Single Cell Mining Claim
630927	MOSS	161671	Single Cell Mining Claim

3002051	BURCHELL LAKE AREA	162038	Single Cell Mining Claim
4262838	CRAYFISH LAKE AREA	162082	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	163390	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA	164030	Single Cell Mining Claim
1241039	MOSS	164142	Single Cell Mining Claim
1249599	MOSS	164142	Single Cell Mining Claim
3002051	BURCHELL LAKE AREA	167363	Boundary Cell Mining Claim
4262838	AMES	167404	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA	167452	Boundary Cell Mining Claim
4212034	MOSS	169629	Boundary Cell Mining Claim
1233264	MOSS	169630	Boundary Cell Mining Claim
4212018	MOSS	169630	Boundary Cell Mining Claim
4212034	MOSS	169630	Boundary Cell Mining Claim
4213406	BURCHELL LAKE AREA	170008	Single Cell Mining Claim
3001279	MOSS	170342	Boundary Cell Mining Claim
3001279	MOSS,POWELL LAKE AREA	170343	Boundary Cell Mining Claim
3001280	MOSS,POWELL LAKE AREA	170343	Boundary Cell Mining Claim
3001279	POWELL LAKE AREA	170344	Single Cell Mining Claim
4203462	NELSON LAKE AREA	170632	Single Cell Mining Claim
1232111	MOSS	171037	Boundary Cell Mining Claim
1249599	MOSS	171040	Single Cell Mining Claim
1249600	MOSS	171040	Single Cell Mining Claim
1249600	MOSS	171041	Single Cell Mining Claim
1249531	POWELL LAKE AREA	171549	Single Cell Mining Claim
4229149	MOSS	171579	Single Cell Mining Claim
4266047	MOSS	171579	Single Cell Mining Claim
4244462	CRAYFISH LAKE AREA	172416	Boundary Cell Mining Claim
4250280	CRAYFISH LAKE AREA	172416	Boundary Cell Mining Claim
4244462	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	172417	Single Cell Mining Claim
4250280	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	172417	Single Cell Mining Claim
1242511	BURCHELL LAKE AREA	172418	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	172418	Single Cell Mining Claim
4250280	BURCHELL LAKE AREA	172418	Single Cell Mining Claim
3011383	POWELL LAKE AREA	173149	Single Cell Mining Claim
1187652	BURCHELL LAKE AREA	173468	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	173468	Single Cell Mining Claim
1241039	MOSS	173731	Single Cell Mining Claim
1249598	MOSS	173731	Single Cell Mining Claim
1249599	MOSS	173731	Single Cell Mining Claim
3001280	POWELL LAKE AREA	173758	Single Cell Mining Claim
3001280	POWELL LAKE AREA	173759	Single Cell Mining Claim
3017845	POWELL LAKE AREA	173761	Single Cell Mining Claim
4229148	MOSS	173762	Single Cell Mining Claim
1249531	POWELL LAKE AREA	173763	Single Cell Mining Claim
630911	MOSS	173810	Single Cell Mining Claim
630912	MOSS	173810	Single Cell Mining Claim
630914	MOSS	173810	Single Cell Mining Claim

630915	MOSS	173810	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	174152	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	174152	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	174155	Single Cell Mining Claim
4213409	BURCHELL LAKE AREA	174155	Single Cell Mining Claim
4203461	NELSON LAKE AREA	174283	Single Cell Mining Claim
4203462	NELSON LAKE AREA	174283	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA	175468	Single Cell Mining Claim
3002157	BURCHELL LAKE AREA	175468	Single Cell Mining Claim
1233264	MOSS	175859	Single Cell Mining Claim
834672	MOSS	175859	Single Cell Mining Claim
834673	MOSS	175859	Single Cell Mining Claim
1233264	MOSS	175860	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	176251	Single Cell Mining Claim
3010486	BURCHELL LAKE AREA	176251	Single Cell Mining Claim
938975	BURCHELL LAKE AREA	176251	Single Cell Mining Claim
630797	BURCHELL LAKE AREA,MOSS	176771	Boundary Cell Mining Claim
630798	BURCHELL LAKE AREA,MOSS	176771	Boundary Cell Mining Claim
3001508	BURCHELL LAKE AREA	176772	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	176772	Single Cell Mining Claim
4215810	BURCHELL LAKE AREA,MOSS	176876	Boundary Cell Mining Claim
630797	BURCHELL LAKE AREA,MOSS	176876	Boundary Cell Mining Claim
4211658	BURCHELL LAKE AREA	177584	Single Cell Mining Claim
1246780	MOSS	181543	Single Cell Mining Claim
630910	MOSS	181543	Single Cell Mining Claim
630916	MOSS	181543	Single Cell Mining Claim
630917	MOSS	181543	Single Cell Mining Claim
1233265	MOSS	181607	Single Cell Mining Claim
1246780	MOSS	181607	Single Cell Mining Claim
1233265	MOSS	181608	Single Cell Mining Claim
1233265	MOSS	181609	Single Cell Mining Claim
3001279	POWELL LAKE AREA	183153	Single Cell Mining Claim
3001280	POWELL LAKE AREA	183153	Single Cell Mining Claim
812264	MOSS	183273	Single Cell Mining Claim
830479	MOSS	183273	Single Cell Mining Claim
830480	MOSS	183273	Single Cell Mining Claim
940704	MOSS	183273	Single Cell Mining Claim
3011382	POWELL LAKE AREA	183583	Boundary Cell Mining Claim
1246780	MOSS	184380	Single Cell Mining Claim
4215810	MOSS	184380	Single Cell Mining Claim
630910	MOSS	184380	Single Cell Mining Claim
942012	MOSS	187466	Single Cell Mining Claim
942013	MOSS	187466	Single Cell Mining Claim
942014	MOSS	187466	Single Cell Mining Claim
942015	MOSS	187466	Single Cell Mining Claim
4213405	AMES	187811	Boundary Cell Mining Claim
940414	MOSS	187926	Single Cell Mining Claim

940418	MOSS	187926	Single Cell Mining Claim
940419	MOSS	187926	Single Cell Mining Claim
940420	MOSS	187926	Single Cell Mining Claim
1241038	MOSS	188159	Single Cell Mining Claim
812242	MOSS	188159	Single Cell Mining Claim
812243	MOSS	188159	Single Cell Mining Claim
940417	MOSS	188159	Single Cell Mining Claim
1064687	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	188581	Boundary Cell Mining Claim
1233265	BURCHELL LAKE AREA,MOSS	189047	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	189047	Single Cell Mining Claim
1233265	MOSS	189048	Single Cell Mining Claim
3001279	POWELL LAKE AREA	189100	Single Cell Mining Claim
3011383	MOSS,POWELL LAKE AREA	189224	Boundary Cell Mining Claim
1249531	POWELL LAKE AREA	189225	Single Cell Mining Claim
3011383	POWELL LAKE AREA	189225	Single Cell Mining Claim
3011382	POWELL LAKE AREA	189226	Boundary Cell Mining Claim
3011383	POWELL LAKE AREA	189226	Boundary Cell Mining Claim
3002159	MOSS	189235	Single Cell Mining Claim
1241039	MOSS	189268	Single Cell Mining Claim
830089	MOSS	189268	Single Cell Mining Claim
830092	MOSS	189268	Single Cell Mining Claim
830231	MOSS	189268	Single Cell Mining Claim
830232	MOSS	189268	Single Cell Mining Claim
3002013	BURCHELL LAKE AREA	189754	Single Cell Mining Claim
3002051	BURCHELL LAKE AREA	189754	Single Cell Mining Claim
3017845	POWELL LAKE AREA	189808	Single Cell Mining Claim
4229148	MOSS	189809	Boundary Cell Mining Claim
4229148	MOSS	189810	Boundary Cell Mining Claim
1249531	MOSS,POWELL LAKE AREA	189811	Boundary Cell Mining Claim
1249531	POWELL LAKE AREA	189826	Boundary Cell Mining Claim
4212018	MOSS	190544	Boundary Cell Mining Claim
4212018	MOSS	190545	Boundary Cell Mining Claim
812264	MOSS	190595	Single Cell Mining Claim
812265	MOSS	190595	Single Cell Mining Claim
830478	MOSS	190595	Single Cell Mining Claim
830479	MOSS	190595	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	191028	Boundary Cell Mining Claim
3003343	BURCHELL LAKE AREA	192109	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	192110	Single Cell Mining Claim
4203461	NELSON LAKE AREA	192357	Single Cell Mining Claim
4211656	BURCHELL LAKE AREA	195671	Boundary Cell Mining Claim
1242602	BURCHELL LAKE AREA	195705	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	195705	Single Cell Mining Claim
3010486	BURCHELL LAKE AREA	195705	Single Cell Mining Claim
1242602	BURCHELL LAKE AREA	195706	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	195706	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA	195772	Single Cell Mining Claim

4213406	BURCHELL LAKE AREA	195772	Single Cell Mining Claim
4213408	BURCHELL LAKE AREA	195772	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	195804	Single Cell Mining Claim
4262838	CRAYFISH LAKE AREA	196686	Boundary Cell Mining Claim
4262838	CRAYFISH LAKE AREA	196687	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	196762	Boundary Cell Mining Claim
4213405	AMES,BURCHELL LAKE AREA	199326	Boundary Cell Mining Claim
4213406	AMES,BURCHELL LAKE AREA	199326	Boundary Cell Mining Claim
4213406	AMES,BURCHELL LAKE AREA	199977	Single Cell Mining Claim
4203462	NELSON LAKE AREA	200593	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	202000	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	202001	Single Cell Mining Claim
811238	MOSS	202130	Single Cell Mining Claim
811239	MOSS	202130	Single Cell Mining Claim
830482	MOSS	202130	Single Cell Mining Claim
834675	MOSS	202130	Single Cell Mining Claim
834879	MOSS	202130	Single Cell Mining Claim
4215829	MOSS	202231	Boundary Cell Mining Claim
630933	MOSS	202231	Boundary Cell Mining Claim
3002013	BURCHELL LAKE AREA	202447	Boundary Cell Mining Claim
3002013	BURCHELL LAKE AREA	202448	Boundary Cell Mining Claim
4211659	BURCHELL LAKE AREA	202448	Boundary Cell Mining Claim
1232112	MOSS	202913	Boundary Cell Mining Claim
4262839	CRAYFISH LAKE AREA	203212	Boundary Cell Mining Claim
1216282	MOSS	203507	Single Cell Mining Claim
812268	MOSS	203507	Single Cell Mining Claim
829141	MOSS	203507	Single Cell Mining Claim
830478	MOSS	203507	Single Cell Mining Claim
1216282	MOSS	203513	Single Cell Mining Claim
1216282	MOSS	203514	Single Cell Mining Claim
812268	MOSS	203514	Single Cell Mining Claim
830478	MOSS	203514	Single Cell Mining Claim
830479	MOSS	203514	Single Cell Mining Claim
1216282	MOSS	203515	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	203712	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	203724	Single Cell Mining Claim
4244461	AMES,BURCHELL LAKE AREA,CRAYFISH LAKE AREA	203878	Single Cell Mining Claim
4213405	MOSS	204542	Boundary Cell Mining Claim
4266047	MOSS	204542	Boundary Cell Mining Claim
4266047	MOSS	204543	Boundary Cell Mining Claim
1237946	BURCHELL LAKE AREA	204729	Boundary Cell Mining Claim
3001508	BURCHELL LAKE AREA	204774	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	205494	Single Cell Mining Claim
1249599	MOSS	206165	Single Cell Mining Claim
3011383	MOSS,POWELL LAKE AREA	206903	Boundary Cell Mining Claim
1232109	MOSS	206904	Boundary Cell Mining Claim
830482	MOSS	206904	Boundary Cell Mining Claim

834876	MOSS	206904	Boundary Cell Mining Claim
3002159	MOSS	206917	Single Cell Mining Claim
4229149	MOSS	206917	Single Cell Mining Claim
3002159	MOSS	206918	Single Cell Mining Claim
630799	MOSS	206918	Single Cell Mining Claim
3017845	NELSON LAKE AREA	207006	Single Cell Mining Claim
4203461	NELSON LAKE AREA	207006	Single Cell Mining Claim
3017845	NELSON LAKE AREA,POWELL LAKE AREA	207007	Single Cell Mining Claim
4229148	MOSS	207008	Boundary Cell Mining Claim
4229149	MOSS	207008	Boundary Cell Mining Claim
1249600	MOSS	207009	Boundary Cell Mining Claim
1249531	POWELL LAKE AREA	207029	Single Cell Mining Claim
1249531	POWELL LAKE AREA	207030	Single Cell Mining Claim
4229149	MOSS	207055	Single Cell Mining Claim
4229150	MOSS	207055	Single Cell Mining Claim
4266047	MOSS	207055	Single Cell Mining Claim
4213405	AMES,MOSS	207349	Boundary Cell Mining Claim
4213406	BURCHELL LAKE AREA	207999	Single Cell Mining Claim
4203462	NELSON LAKE AREA	208614	Single Cell Mining Claim
4203462	NELSON LAKE AREA	208615	Single Cell Mining Claim
4203462	NELSON LAKE AREA	208616	Single Cell Mining Claim
4212018	MOSS	209043	Boundary Cell Mining Claim
3002013	BURCHELL LAKE AREA	209756	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	210371	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	210498	Boundary Cell Mining Claim
4211659	BURCHELL LAKE AREA	210508	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	210509	Boundary Cell Mining Claim
1233265	MOSS	211055	Single Cell Mining Claim
1241038	MOSS	211055	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	211239	Single Cell Mining Claim
4213405	MOSS	211618	Single Cell Mining Claim
4229150	MOSS	211618	Single Cell Mining Claim
4260547	MOSS	211618	Single Cell Mining Claim
4266047	MOSS	211618	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA,MOSS	211619	Single Cell Mining Claim
4229150	BURCHELL LAKE AREA,MOSS	211619	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA,MOSS	211620	Single Cell Mining Claim
3002157	BURCHELL LAKE AREA,MOSS	211620	Single Cell Mining Claim
4229150	BURCHELL LAKE AREA,MOSS	211620	Single Cell Mining Claim
1241039	MOSS	211973	Single Cell Mining Claim
1241039	MOSS	211974	Single Cell Mining Claim
1249599	MOSS	211974	Single Cell Mining Claim
3011382	POWELL LAKE AREA	212937	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	212938	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	212987	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	212988	Single Cell Mining Claim
4215810	MOSS	213597	Single Cell Mining Claim

630797	MOSS	213597	Single Cell Mining Claim
630910	MOSS	213597	Single Cell Mining Claim
630911	MOSS	213597	Single Cell Mining Claim
4262838	AMES,CRAYFISH LAKE AREA	216268	Single Cell Mining Claim
1246780	MOSS	216477	Single Cell Mining Claim
630921	MOSS	216477	Single Cell Mining Claim
1249598	MOSS	216618	Single Cell Mining Claim
940710	MOSS	216618	Single Cell Mining Claim
940711	MOSS	216618	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA	216838	Boundary Cell Mining Claim
3001510	BURCHELL LAKE AREA	217616	Boundary Cell Mining Claim
1233264	MOSS	217795	Boundary Cell Mining Claim
830233	MOSS	217795	Boundary Cell Mining Claim
1064687	BURCHELL LAKE AREA	217918	Boundary Cell Mining Claim
1242602	BURCHELL LAKE AREA	217918	Boundary Cell Mining Claim
630914	MOSS	219014	Boundary Cell Mining Claim
630915	MOSS	219014	Boundary Cell Mining Claim
630924	MOSS	219014	Boundary Cell Mining Claim
630915	MOSS	219015	Single Cell Mining Claim
630916	MOSS	219015	Single Cell Mining Claim
630923	MOSS	219015	Single Cell Mining Claim
630924	MOSS	219015	Single Cell Mining Claim
3001279	POWELL LAKE AREA	219033	Single Cell Mining Claim
3011383	POWELL LAKE AREA	219686	Boundary Cell Mining Claim
1232111	MOSS	219765	Single Cell Mining Claim
1232112	MOSS	219765	Single Cell Mining Claim
821438	MOSS	219765	Single Cell Mining Claim
821439	MOSS	219765	Single Cell Mining Claim
1232109	MOSS	219766	Single Cell Mining Claim
1232111	MOSS	219766	Single Cell Mining Claim
811237	MOSS	219766	Single Cell Mining Claim
3001280	POWELL LAKE AREA	219767	Single Cell Mining Claim
3017845	MOSS,NELSON LAKE AREA	219768	Boundary Cell Mining Claim
1249599	MOSS	219769	Single Cell Mining Claim
1249600	MOSS	219769	Single Cell Mining Claim
1249600	MOSS	219770	Single Cell Mining Claim
1249600	MOSS,NELSON LAKE AREA	219771	Single Cell Mining Claim
4203461	MOSS,NELSON LAKE AREA	219771	Single Cell Mining Claim
1249531	MOSS,POWELL LAKE AREA	219772	Boundary Cell Mining Claim
1249531	POWELL LAKE AREA	219787	Single Cell Mining Claim
3011382	POWELL LAKE AREA	219787	Single Cell Mining Claim
4229149	MOSS	219810	Boundary Cell Mining Claim
4266047	MOSS	219810	Boundary Cell Mining Claim
4229149	MOSS	219811	Single Cell Mining Claim
1242511	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	221191	Boundary Cell Mining Claim
4250280	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	221191	Boundary Cell Mining Claim
940420	MOSS	221287	Single Cell Mining Claim

940707	MOSS	221287	Single Cell Mining Claim
940708	MOSS	221287	Single Cell Mining Claim
940711	MOSS	221287	Single Cell Mining Claim
940712	MOSS	221287	Single Cell Mining Claim
4213407	AMES,BURCHELL LAKE AREA	222056	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	222057	Single Cell Mining Claim
4249671	BURCHELL LAKE AREA	222057	Single Cell Mining Claim
811239	MOSS	222238	Single Cell Mining Claim
834673	MOSS	222238	Single Cell Mining Claim
834674	MOSS	222238	Single Cell Mining Claim
834675	MOSS	222238	Single Cell Mining Claim
834676	MOSS	222238	Single Cell Mining Claim
1232112	MOSS	223861	Single Cell Mining Claim
4215829	MOSS	223861	Single Cell Mining Claim
630935	MOSS	223861	Single Cell Mining Claim
630936	MOSS	223861	Single Cell Mining Claim
4212018	MOSS	225774	Boundary Cell Mining Claim
4212034	MOSS	225774	Boundary Cell Mining Claim
3001279	MOSS,POWELL LAKE AREA	226467	Boundary Cell Mining Claim
1249531	MOSS,POWELL LAKE AREA	226468	Boundary Cell Mining Claim
3001279	MOSS,POWELL LAKE AREA	226468	Boundary Cell Mining Claim
3001279	POWELL LAKE AREA	226469	Boundary Cell Mining Claim
3001280	POWELL LAKE AREA	226469	Boundary Cell Mining Claim
1232112	MOSS	226779	Single Cell Mining Claim
4215829	MOSS	226779	Single Cell Mining Claim
630935	MOSS	226779	Single Cell Mining Claim
3011383	POWELL LAKE AREA	227123	Single Cell Mining Claim
1249531	POWELL LAKE AREA	227124	Single Cell Mining Claim
3011383	POWELL LAKE AREA	227124	Single Cell Mining Claim
3011382	POWELL LAKE AREA	227125	Single Cell Mining Claim
3011383	POWELL LAKE AREA	227125	Single Cell Mining Claim
3002159	MOSS	227141	Boundary Cell Mining Claim
4229149	MOSS	227141	Boundary Cell Mining Claim
3002159	MOSS	227142	Single Cell Mining Claim
630912	MOSS	227142	Single Cell Mining Claim
630914	MOSS	227142	Single Cell Mining Claim
1232111	MOSS	227704	Boundary Cell Mining Claim
3017845	MOSS,POWELL LAKE AREA	227707	Boundary Cell Mining Claim
3017845	NELSON LAKE AREA,POWELL LAKE AREA	227708	Single Cell Mining Claim
4229148	MOSS	227709	Boundary Cell Mining Claim
4229149	MOSS	227709	Boundary Cell Mining Claim
4229148	MOSS	227710	Boundary Cell Mining Claim
1249531	POWELL LAKE AREA	227711	Single Cell Mining Claim
4229149	MOSS	227748	Single Cell Mining Claim
4229150	MOSS	227748	Single Cell Mining Claim
1233265	BURCHELL LAKE AREA,MOSS	228098	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	228098	Single Cell Mining Claim

1241038	BURCHELL LAKE AREA,MOSS	228098	Single Cell Mining Claim
1241038	MOSS	228099	Single Cell Mining Claim
942014	MOSS	228099	Single Cell Mining Claim
942017	MOSS	228099	Single Cell Mining Claim
812267	MOSS	228331	Single Cell Mining Claim
821438	MOSS	228331	Single Cell Mining Claim
821782	MOSS	228331	Single Cell Mining Claim
829141	MOSS	228331	Single Cell Mining Claim
821782	MOSS	228332	Single Cell Mining Claim
829141	MOSS	228332	Single Cell Mining Claim
1187652	BURCHELL LAKE AREA	228740	Single Cell Mining Claim
1238679	BURCHELL LAKE AREA	228740	Single Cell Mining Claim
1242511	BURCHELL LAKE AREA	228740	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	228740	Single Cell Mining Claim
630925	MOSS	228785	Boundary Cell Mining Claim
630926	MOSS	228785	Boundary Cell Mining Claim
630927	MOSS	228785	Boundary Cell Mining Claim
630931	MOSS	228785	Boundary Cell Mining Claim
630932	MOSS	228785	Boundary Cell Mining Claim
630933	MOSS	228785	Boundary Cell Mining Claim
940414	MOSS	229252	Single Cell Mining Claim
940415	MOSS	229252	Single Cell Mining Claim
940416	MOSS	229252	Single Cell Mining Claim
940420	MOSS	229252	Single Cell Mining Claim
940707	MOSS	229252	Single Cell Mining Claim
940708	MOSS	229252	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	229399	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	229399	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	229405	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	229405	Single Cell Mining Claim
4213409	BURCHELL LAKE AREA	229405	Single Cell Mining Claim
4213409	BURCHELL LAKE AREA	229406	Single Cell Mining Claim
1233264	MOSS	229750	Single Cell Mining Claim
1216282	MOSS	230905	Single Cell Mining Claim
830481	MOSS	230905	Single Cell Mining Claim
830483	MOSS	230905	Single Cell Mining Claim
3002051	BURCHELL LAKE AREA	232853	Boundary Cell Mining Claim
1237946	BURCHELL LAKE AREA	233454	Boundary Cell Mining Claim
1237946	BURCHELL LAKE AREA	233455	Boundary Cell Mining Claim
940705	MOSS	235157	Single Cell Mining Claim
940706	MOSS	235157	Single Cell Mining Claim
940709	MOSS	235157	Single Cell Mining Claim
940710	MOSS	235157	Single Cell Mining Claim
940416	MOSS	236227	Single Cell Mining Claim
940703	MOSS	236227	Single Cell Mining Claim
940706	MOSS	236227	Single Cell Mining Claim
940707	MOSS	236227	Single Cell Mining Claim

812242	MOSS	236260	Single Cell Mining Claim
812243	MOSS	236260	Single Cell Mining Claim
812253	MOSS	236260	Single Cell Mining Claim
812254	MOSS	236260	Single Cell Mining Claim
812255	MOSS	236260	Single Cell Mining Claim
812256	MOSS	236260	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA	236425	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	236425	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA	236426	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	236426	Single Cell Mining Claim
1249598	MOSS	236706	Single Cell Mining Claim
940709	MOSS	236706	Single Cell Mining Claim
940710	MOSS	236706	Single Cell Mining Claim
4203462	NELSON LAKE AREA	237191	Single Cell Mining Claim
1233265	MOSS	237709	Single Cell Mining Claim
1064687	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	237988	Boundary Cell Mining Claim
1242511	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	237988	Boundary Cell Mining Claim
1064687	BURCHELL LAKE AREA	237989	Single Cell Mining Claim
1238679	BURCHELL LAKE AREA	237989	Single Cell Mining Claim
1242511	BURCHELL LAKE AREA	237989	Single Cell Mining Claim
1242602	BURCHELL LAKE AREA	237989	Single Cell Mining Claim
3010485	BURCHELL LAKE AREA	237989	Single Cell Mining Claim
1241039	MOSS	238267	Single Cell Mining Claim
830082	MOSS	238267	Single Cell Mining Claim
830084	MOSS	238267	Single Cell Mining Claim
1241039	MOSS	238693	Single Cell Mining Claim
830231	MOSS	238693	Single Cell Mining Claim
811237	MOSS	238880	Single Cell Mining Claim
821439	MOSS	238880	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	239653	Boundary Cell Mining Claim
4213407	BURCHELL LAKE AREA	239839	Single Cell Mining Claim
630927	MOSS	240157	Single Cell Mining Claim
630928	MOSS	240157	Single Cell Mining Claim
630930	MOSS	240157	Single Cell Mining Claim
630931	MOSS	240157	Single Cell Mining Claim
630933	MOSS	240157	Single Cell Mining Claim
630934	MOSS	240157	Single Cell Mining Claim
3001769	BURCHELL LAKE AREA	240274	Single Cell Mining Claim
4213408	BURCHELL LAKE AREA	240274	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	240282	Single Cell Mining Claim
4213409	BURCHELL LAKE AREA	240282	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	240558	Single Cell Mining Claim
4203461	NELSON LAKE AREA	240974	Single Cell Mining Claim
4203461	NELSON LAKE AREA	240975	Single Cell Mining Claim
4203462	NELSON LAKE AREA	240975	Single Cell Mining Claim
1232109	MOSS	241283	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	242831	Boundary Cell Mining Claim

3011382	POWELL LAKE AREA	242832	Boundary Cell Mining Claim
3001509	BURCHELL LAKE AREA	242866	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	242867	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	242867	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	242867	Single Cell Mining Claim
3002157	BURCHELL LAKE AREA	242995	Single Cell Mining Claim
3002158	BURCHELL LAKE AREA	242995	Single Cell Mining Claim
4266047	MOSS	243766	Single Cell Mining Claim
1241039	MOSS	244179	Single Cell Mining Claim
830084	MOSS	244179	Single Cell Mining Claim
830089	MOSS	244179	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	244235	Single Cell Mining Claim
1233265	MOSS	247011	Single Cell Mining Claim
812244	MOSS	247011	Single Cell Mining Claim
812245	MOSS	247011	Single Cell Mining Claim
812246	MOSS	247011	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	247731	Single Cell Mining Claim
4244461	AMES	247915	Single Cell Mining Claim
4244461	BURCHELL LAKE AREA	247916	Single Cell Mining Claim
1241039	MOSS	248121	Single Cell Mining Claim
830076	MOSS	248121	Single Cell Mining Claim
830077	MOSS	248121	Single Cell Mining Claim
3001769	BURCHELL LAKE AREA	248258	Single Cell Mining Claim
4213408	BURCHELL LAKE AREA	248258	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	248261	Single Cell Mining Claim
4203461	NELSON LAKE AREA	248522	Single Cell Mining Claim
812245	MOSS	248873	Single Cell Mining Claim
812246	MOSS	248873	Single Cell Mining Claim
812247	MOSS	248873	Single Cell Mining Claim
812249	MOSS	248873	Single Cell Mining Claim
812250	MOSS	248873	Single Cell Mining Claim
812251	MOSS	248873	Single Cell Mining Claim
812258	MOSS	248873	Single Cell Mining Claim
812259	MOSS	248873	Single Cell Mining Claim
1233265	MOSS	248965	Single Cell Mining Claim
1241038	MOSS	248965	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA,MOSS	249023	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA,MOSS	249023	Single Cell Mining Claim
4229150	BURCHELL LAKE AREA,MOSS	249023	Single Cell Mining Claim
4260547	BURCHELL LAKE AREA,MOSS	249023	Single Cell Mining Claim
4211656	BURCHELL LAKE AREA	250265	Boundary Cell Mining Claim
4211658	BURCHELL LAKE AREA	250265	Boundary Cell Mining Claim
1242602	BURCHELL LAKE AREA	250295	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	250940	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	250940	Single Cell Mining Claim
4262839	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	250940	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	251387	Boundary Cell Mining Claim

4266047	MOSS	251801	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	252273	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	252274	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	252275	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	252276	Boundary Cell Mining Claim
630925	MOSS	252291	Boundary Cell Mining Claim
812256	MOSS	253695	Single Cell Mining Claim
812257	MOSS	253695	Single Cell Mining Claim
812261	MOSS	253695	Single Cell Mining Claim
812262	MOSS	253695	Single Cell Mining Claim
940418	MOSS	254070	Single Cell Mining Claim
940419	MOSS	254070	Single Cell Mining Claim
942016	MOSS	254070	Single Cell Mining Claim
812263	MOSS	255374	Single Cell Mining Claim
812264	MOSS	255374	Single Cell Mining Claim
940703	MOSS	255374	Single Cell Mining Claim
940704	MOSS	255374	Single Cell Mining Claim
812242	MOSS	256183	Single Cell Mining Claim
812254	MOSS	256183	Single Cell Mining Claim
812255	MOSS	256183	Single Cell Mining Claim
940414	MOSS	256183	Single Cell Mining Claim
940415	MOSS	256183	Single Cell Mining Claim
940416	MOSS	256183	Single Cell Mining Claim
1233265	BURCHELL LAKE AREA,MOSS	256390	Boundary Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	256390	Boundary Cell Mining Claim
1246780	BURCHELL LAKE AREA,MOSS	256390	Boundary Cell Mining Claim
1233265	MOSS	256391	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	257143	Single Cell Mining Claim
821438	MOSS	257535	Single Cell Mining Claim
821439	MOSS	257535	Single Cell Mining Claim
821782	MOSS	257535	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	258031	Single Cell Mining Claim
4249671	BURCHELL LAKE AREA	258031	Single Cell Mining Claim
1233264	MOSS	258454	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	258748	Boundary Cell Mining Claim
4211659	BURCHELL LAKE AREA	259250	Boundary Cell Mining Claim
4244461	AMES,CRAYFISH LAKE AREA	259397	Single Cell Mining Claim
4262838	AMES,CRAYFISH LAKE AREA	259397	Single Cell Mining Claim
4211656	BURCHELL LAKE AREA	262317	Boundary Cell Mining Claim
4211658	BURCHELL LAKE AREA	262317	Boundary Cell Mining Claim
1242602	BURCHELL LAKE AREA	262348	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	262348	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	262348	Single Cell Mining Claim
3011382	POWELL LAKE AREA	262387	Boundary Cell Mining Claim
630797	MOSS	262418	Single Cell Mining Claim
630798	MOSS	262418	Single Cell Mining Claim
630911	MOSS	262418	Single Cell Mining Claim

630912	MOSS	262418	Single Cell Mining Claim
1246780	MOSS	262626	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA	262749	Boundary Cell Mining Claim
3001508	BURCHELL LAKE AREA	262793	Boundary Cell Mining Claim
3001510	BURCHELL LAKE AREA	262793	Boundary Cell Mining Claim
4266047	MOSS	263287	Boundary Cell Mining Claim
4266047	MOSS	263288	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	263780	Boundary Cell Mining Claim
1249599	MOSS	264744	Single Cell Mining Claim
3001279	MOSS,POWELL LAKE AREA	266240	Boundary Cell Mining Claim
3001279	POWELL LAKE AREA	266241	Single Cell Mining Claim
1249531	POWELL LAKE AREA	266242	Boundary Cell Mining Claim
3001279	POWELL LAKE AREA	266242	Boundary Cell Mining Claim
3001279	POWELL LAKE AREA	266243	Boundary Cell Mining Claim
4213405	AMES	266568	Boundary Cell Mining Claim
4213405	AMES,BURCHELL LAKE AREA	266569	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA,MOSS	266570	Single Cell Mining Claim
3002159	MOSS	266864	Boundary Cell Mining Claim
3002159	MOSS	266865	Boundary Cell Mining Claim
630914	MOSS	266865	Boundary Cell Mining Claim
3001280	POWELL LAKE AREA	266937	Single Cell Mining Claim
3017845	POWELL LAKE AREA	266937	Single Cell Mining Claim
4229148	MOSS	266938	Boundary Cell Mining Claim
4229148	MOSS	266939	Boundary Cell Mining Claim
830231	MOSS	266940	Single Cell Mining Claim
830234	MOSS	266940	Single Cell Mining Claim
3002157	MOSS	266978	Single Cell Mining Claim
4229149	MOSS	266978	Single Cell Mining Claim
4229150	MOSS	266978	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	267234	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	267235	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	267236	Single Cell Mining Claim
1233265	MOSS	267838	Single Cell Mining Claim
1246780	MOSS	267838	Single Cell Mining Claim
630928	MOSS	267838	Single Cell Mining Claim
812248	MOSS	267838	Single Cell Mining Claim
1233265	MOSS	267839	Single Cell Mining Claim
1246780	MOSS	269885	Single Cell Mining Claim
4262838	AMES,CRAYFISH LAKE AREA	270165	Single Cell Mining Claim
1233264	MOSS	273002	Boundary Cell Mining Claim
4212034	MOSS	273002	Boundary Cell Mining Claim
4213405	AMES,BURCHELL LAKE AREA,MOSS	273327	Single Cell Mining Claim
3001279	POWELL LAKE AREA	273704	Single Cell Mining Claim
3001280	POWELL LAKE AREA	274929	Single Cell Mining Claim
3017845	NELSON LAKE AREA	274930	Single Cell Mining Claim
4203461	NELSON LAKE AREA	274930	Single Cell Mining Claim
4203462	NELSON LAKE AREA	274930	Single Cell Mining Claim

1249600	MOSS	274931	Single Cell Mining Claim
3002013	BURCHELL LAKE AREA	275132	Single Cell Mining Claim
811238	MOSS	276203	Single Cell Mining Claim
811239	MOSS	276203	Single Cell Mining Claim
821777	MOSS	276206	Single Cell Mining Claim
821778	MOSS	276206	Single Cell Mining Claim
830091	MOSS	276206	Single Cell Mining Claim
834672	MOSS	276206	Single Cell Mining Claim
834673	MOSS	276206	Single Cell Mining Claim
834676	MOSS	276206	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	276405	Single Cell Mining Claim
1249598	MOSS	277126	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	277221	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	277222	Boundary Cell Mining Claim
4244461	CRAYFISH LAKE AREA	277362	Single Cell Mining Claim
4262838	CRAYFISH LAKE AREA	277362	Single Cell Mining Claim
4244461	AMES	277363	Single Cell Mining Claim
4262838	AMES	277363	Single Cell Mining Claim
1241039	MOSS	277958	Single Cell Mining Claim
1242602	BURCHELL LAKE AREA	278831	Boundary Cell Mining Claim
3001510	BURCHELL LAKE AREA	278831	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA	279461	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	279461	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	280764	Boundary Cell Mining Claim
942009	BURCHELL LAKE AREA,MOSS	283881	Single Cell Mining Claim
942011	BURCHELL LAKE AREA,MOSS	283881	Single Cell Mining Claim
942012	BURCHELL LAKE AREA,MOSS	283881	Single Cell Mining Claim
942013	BURCHELL LAKE AREA,MOSS	283881	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	284114	Single Cell Mining Claim
812262	MOSS	284520	Single Cell Mining Claim
812263	MOSS	284520	Single Cell Mining Claim
812264	MOSS	284520	Single Cell Mining Claim
812265	MOSS	284520	Single Cell Mining Claim
830231	MOSS	285051	Single Cell Mining Claim
830232	MOSS	285051	Single Cell Mining Claim
830233	MOSS	285051	Single Cell Mining Claim
830234	MOSS	285051	Single Cell Mining Claim
830233	MOSS	285052	Boundary Cell Mining Claim
830234	MOSS	285052	Boundary Cell Mining Claim
4212034	MOSS	285084	Boundary Cell Mining Claim
1233264	MOSS	285754	Boundary Cell Mining Claim
834680	MOSS	285754	Boundary Cell Mining Claim
834877	MOSS	285754	Boundary Cell Mining Claim
3011383	POWELL LAKE AREA	286426	Single Cell Mining Claim
1249531	POWELL LAKE AREA	286427	Single Cell Mining Claim
3011382	POWELL LAKE AREA	286427	Single Cell Mining Claim
3011383	POWELL LAKE AREA	286427	Single Cell Mining Claim

3011382	POWELL LAKE AREA	286428	Single Cell Mining Claim
3011383	POWELL LAKE AREA	286428	Single Cell Mining Claim
3002158	BURCHELL LAKE AREA,MOSS	286441	Boundary Cell Mining Claim
3002159	BURCHELL LAKE AREA,MOSS	286441	Boundary Cell Mining Claim
1187652	BURCHELL LAKE AREA	286679	Single Cell Mining Claim
1238679	BURCHELL LAKE AREA	286679	Single Cell Mining Claim
1239688	BURCHELL LAKE AREA	286679	Single Cell Mining Claim
3010486	BURCHELL LAKE AREA	286679	Single Cell Mining Claim
938975	BURCHELL LAKE AREA	286679	Single Cell Mining Claim
1232111	MOSS	287007	Boundary Cell Mining Claim
1232109	MOSS	287008	Boundary Cell Mining Claim
1232111	MOSS	287008	Boundary Cell Mining Claim
1232111	MOSS	287009	Single Cell Mining Claim
1232112	MOSS	287009	Single Cell Mining Claim
4262980	MOSS	287009	Single Cell Mining Claim
630936	MOSS	287009	Single Cell Mining Claim
821438	MOSS	287009	Single Cell Mining Claim
4229148	MOSS	287010	Single Cell Mining Claim
4229148	MOSS	287011	Single Cell Mining Claim
830234	MOSS	287012	Boundary Cell Mining Claim
1249600	MOSS	287013	Single Cell Mining Claim
4229149	MOSS	287071	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	287228	Single Cell Mining Claim
4250280	BURCHELL LAKE AREA	287228	Single Cell Mining Claim
630929	MOSS	287329	Single Cell Mining Claim
812247	MOSS	287329	Single Cell Mining Claim
812248	MOSS	287329	Single Cell Mining Claim
812249	MOSS	287329	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	287406	Single Cell Mining Claim
4212018	MOSS	287732	Boundary Cell Mining Claim
1232109	MOSS	288397	Boundary Cell Mining Claim
940419	MOSS	289474	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	291319	Single Cell Mining Claim
1241038	BURCHELL LAKE AREA,MOSS	291319	Single Cell Mining Claim
942009	BURCHELL LAKE AREA,MOSS	291319	Single Cell Mining Claim
942013	BURCHELL LAKE AREA,MOSS	291319	Single Cell Mining Claim
1233265	MOSS	291544	Single Cell Mining Claim
1233265	MOSS	291545	Single Cell Mining Claim
1064687	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	291973	Boundary Cell Mining Claim
630924	MOSS	293076	Boundary Cell Mining Claim
630923	MOSS	293077	Boundary Cell Mining Claim
630924	MOSS	293077	Boundary Cell Mining Claim
630925	MOSS	293077	Boundary Cell Mining Claim
1232112	MOSS	293420	Boundary Cell Mining Claim
4215829	MOSS	293420	Boundary Cell Mining Claim
4215829	MOSS	293421	Single Cell Mining Claim
630933	MOSS	293421	Single Cell Mining Claim

630934	MOSS	293421	Single Cell Mining Claim
630935	MOSS	293421	Single Cell Mining Claim
3002157	BURCHELL LAKE AREA,MOSS	293744	Single Cell Mining Claim
3002158	BURCHELL LAKE AREA,MOSS	293744	Single Cell Mining Claim
3002159	BURCHELL LAKE AREA,MOSS	293744	Single Cell Mining Claim
1232111	MOSS	293822	Single Cell Mining Claim
3001280	MOSS,POWELL LAKE AREA	293823	Boundary Cell Mining Claim
3017845	NELSON LAKE AREA	293824	Single Cell Mining Claim
630910	MOSS	294362	Single Cell Mining Claim
630911	MOSS	294362	Single Cell Mining Claim
630915	MOSS	294362	Single Cell Mining Claim
630916	MOSS	294362	Single Cell Mining Claim
4229149	MOSS	294383	Single Cell Mining Claim
812266	MOSS	294890	Single Cell Mining Claim
812267	MOSS	294890	Single Cell Mining Claim
812268	MOSS	294890	Single Cell Mining Claim
821782	MOSS	294890	Single Cell Mining Claim
829141	MOSS	294890	Single Cell Mining Claim
4212018	MOSS	295056	Boundary Cell Mining Claim
1233265	MOSS	295348	Single Cell Mining Claim
812247	MOSS	295348	Single Cell Mining Claim
812248	MOSS	295348	Single Cell Mining Claim
1232109	MOSS	295712	Boundary Cell Mining Claim
1233264	MOSS	296358	Single Cell Mining Claim
834671	MOSS	296358	Single Cell Mining Claim
834672	MOSS	296358	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	296757	Single Cell Mining Claim
938977	BURCHELL LAKE AREA	296757	Single Cell Mining Claim
1216282	MOSS	296941	Single Cell Mining Claim
830478	MOSS	296941	Single Cell Mining Claim
830479	MOSS	296941	Single Cell Mining Claim
830480	MOSS	296941	Single Cell Mining Claim
830481	MOSS	296941	Single Cell Mining Claim
4211656	BURCHELL LAKE AREA	297401	Boundary Cell Mining Claim
4211656	BURCHELL LAKE AREA	297402	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	297466	Single Cell Mining Claim
4213406	BURCHELL LAKE AREA	297510	Single Cell Mining Claim
4213408	BURCHELL LAKE AREA	297510	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	298056	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	299799	Boundary Cell Mining Claim
1246780	BURCHELL LAKE AREA,MOSS	299799	Boundary Cell Mining Claim
4215810	BURCHELL LAKE AREA,MOSS	299799	Boundary Cell Mining Claim
3001508	BURCHELL LAKE AREA	299937	Boundary Cell Mining Claim
3002051	BURCHELL LAKE AREA	299937	Boundary Cell Mining Claim
4213405	MOSS	300462	Single Cell Mining Claim
4266047	MOSS	300462	Single Cell Mining Claim
4266047	MOSS	300463	Single Cell Mining Claim

1237946	BURCHELL LAKE AREA	300548	Boundary Cell Mining Claim
3001508	BURCHELL LAKE AREA	300604	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	300605	Single Cell Mining Claim
3001510	BURCHELL LAKE AREA	301332	Boundary Cell Mining Claim
4213406	BURCHELL LAKE AREA	303840	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	303840	Single Cell Mining Claim
942012	MOSS	304080	Single Cell Mining Claim
942015	MOSS	304080	Single Cell Mining Claim
4213407	AMES,BURCHELL LAKE AREA	305794	Single Cell Mining Claim
4244461	BURCHELL LAKE AREA	306426	Single Cell Mining Claim
4249671	BURCHELL LAKE AREA	306426	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	306541	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	307208	Single Cell Mining Claim
4244461	BURCHELL LAKE AREA	307209	Single Cell Mining Claim
3003343	BURCHELL LAKE AREA	308139	Single Cell Mining Claim
4203461	NELSON LAKE AREA	308299	Single Cell Mining Claim
1233265	MOSS	308803	Single Cell Mining Claim
1241038	MOSS	308803	Single Cell Mining Claim
630928	MOSS	309673	Single Cell Mining Claim
630929	MOSS	309673	Single Cell Mining Claim
630930	MOSS	309673	Single Cell Mining Claim
630934	MOSS	309673	Single Cell Mining Claim
812248	MOSS	309673	Single Cell Mining Claim
1242602	BURCHELL LAKE AREA	310156	Single Cell Mining Claim
4244461	BURCHELL LAKE AREA	310287	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	310287	Single Cell Mining Claim
4213406	AMES,BURCHELL LAKE AREA	310592	Boundary Cell Mining Claim
4203462	NELSON LAKE AREA	311215	Single Cell Mining Claim
1233265	MOSS	311779	Single Cell Mining Claim
1246780	MOSS	311779	Single Cell Mining Claim
3002013	BURCHELL LAKE AREA	312457	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	312611	Single Cell Mining Claim
4262838	CRAYFISH LAKE AREA	313307	Boundary Cell Mining Claim
4262839	CRAYFISH LAKE AREA	313307	Boundary Cell Mining Claim
4262839	CRAYFISH LAKE AREA	313308	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	313732	Single Cell Mining Claim
4211659	BURCHELL LAKE AREA	313733	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	313826	Single Cell Mining Claim
4262839	BURCHELL LAKE AREA,CRAYFISH LAKE AREA	313826	Single Cell Mining Claim
4244461	BURCHELL LAKE AREA	313953	Single Cell Mining Claim
1232109	MOSS	313996	Single Cell Mining Claim
811238	MOSS	313996	Single Cell Mining Claim
830482	MOSS	313996	Single Cell Mining Claim
1233264	MOSS	314727	Boundary Cell Mining Claim
830482	MOSS	314727	Boundary Cell Mining Claim
834674	MOSS	314727	Boundary Cell Mining Claim
834675	MOSS	314727	Boundary Cell Mining Claim

834876	MOSS	314727	Boundary Cell Mining Claim
834877	MOSS	314727	Boundary Cell Mining Claim
834878	MOSS	314727	Boundary Cell Mining Claim
834879	MOSS	314727	Boundary Cell Mining Claim
3001769	BURCHELL LAKE AREA	314824	Single Cell Mining Claim
3001789	BURCHELL LAKE AREA	314824	Single Cell Mining Claim
630798	BURCHELL LAKE AREA,MOSS	314935	Boundary Cell Mining Claim
630799	BURCHELL LAKE AREA,MOSS	314935	Boundary Cell Mining Claim
4203461	NELSON LAKE AREA	315016	Single Cell Mining Claim
4211656	BURCHELL LAKE AREA	316845	Boundary Cell Mining Claim
4244462	CRAYFISH LAKE AREA	317005	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	317005	Single Cell Mining Claim
1237946	BURCHELL LAKE AREA,MOSS	317127	Single Cell Mining Claim
1246780	BURCHELL LAKE AREA,MOSS	317127	Single Cell Mining Claim
3002158	BURCHELL LAKE AREA	317609	Boundary Cell Mining Claim
4266047	MOSS	317790	Boundary Cell Mining Claim
630934	MOSS	317817	Single Cell Mining Claim
630935	MOSS	317817	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA	320521	Single Cell Mining Claim
4213405	BURCHELL LAKE AREA,MOSS	320522	Single Cell Mining Claim
1241039	MOSS	321089	Single Cell Mining Claim
1249598	MOSS	321089	Single Cell Mining Claim
1249599	MOSS	321089	Single Cell Mining Claim
940709	MOSS	321089	Single Cell Mining Claim
1249531	POWELL LAKE AREA	322341	Single Cell Mining Claim
3001279	POWELL LAKE AREA	322341	Single Cell Mining Claim
3011383	MOSS,POWELL LAKE AREA	322967	Boundary Cell Mining Claim
3011383	POWELL LAKE AREA	322968	Single Cell Mining Claim
3011383	POWELL LAKE AREA	322969	Boundary Cell Mining Claim
4229148	MOSS	323035	Boundary Cell Mining Claim
1249531	MOSS,POWELL LAKE AREA	323036	Boundary Cell Mining Claim
1249531	POWELL LAKE AREA	323051	Boundary Cell Mining Claim
3011382	POWELL LAKE AREA	323051	Boundary Cell Mining Claim
4229149	MOSS	323065	Single Cell Mining Claim
4266047	MOSS	323065	Single Cell Mining Claim
812258	MOSS	323868	Single Cell Mining Claim
812259	MOSS	323868	Single Cell Mining Claim
812260	MOSS	323868	Single Cell Mining Claim
812260	MOSS	323870	Single Cell Mining Claim
812267	MOSS	323870	Single Cell Mining Claim
4203462	NELSON LAKE AREA	323925	Single Cell Mining Claim
4203462	NELSON LAKE AREA	323926	Single Cell Mining Claim
942014	MOSS	325151	Single Cell Mining Claim
942015	MOSS	325151	Single Cell Mining Claim
942016	MOSS	325151	Single Cell Mining Claim
942017	MOSS	325151	Single Cell Mining Claim
4244461	AMES,BURCHELL LAKE AREA	325965	Single Cell Mining Claim

4249671	AMES,BURCHELL LAKE AREA	325965	Single Cell Mining Claim
4262838	CRAYFISH LAKE AREA	326070	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	326070	Single Cell Mining Claim
4262838	CRAYFISH LAKE AREA	326587	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	326587	Single Cell Mining Claim
4203461	NELSON LAKE AREA	327195	Single Cell Mining Claim
1241039	MOSS	327309	Single Cell Mining Claim
1241039	MOSS	327310	Single Cell Mining Claim
812242	MOSS	331003	Single Cell Mining Claim
940414	MOSS	331003	Single Cell Mining Claim
940417	MOSS	331003	Single Cell Mining Claim
940418	MOSS	331003	Single Cell Mining Claim
4262839	CRAYFISH LAKE AREA	331591	Boundary Cell Mining Claim
4262839	CRAYFISH LAKE AREA	331592	Boundary Cell Mining Claim
4244461	AMES	331745	Single Cell Mining Claim
4262838	AMES	332595	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	332855	Boundary Cell Mining Claim
3001508	BURCHELL LAKE AREA	332856	Boundary Cell Mining Claim
4213406	AMES,BURCHELL LAKE AREA	334073	Single Cell Mining Claim
4213407	BURCHELL LAKE AREA	334732	Single Cell Mining Claim
3017845	MOSS,NELSON LAKE AREA,POWELL LAKE AREA	335340	Boundary Cell Mining Claim
3017845	NELSON LAKE AREA	335341	Single Cell Mining Claim
3017845	POWELL LAKE AREA	335342	Single Cell Mining Claim
4229148	MOSS	335343	Single Cell Mining Claim
4229149	MOSS	335343	Single Cell Mining Claim
1249600	MOSS	335344	Boundary Cell Mining Claim
4229149	MOSS	335393	Single Cell Mining Claim
4250280	CRAYFISH LAKE AREA	335581	Boundary Cell Mining Claim
942015	MOSS	335602	Single Cell Mining Claim
942016	MOSS	335602	Single Cell Mining Claim
1249598	MOSS	335884	Single Cell Mining Claim
1233264	MOSS	337418	Single Cell Mining Claim
1233264	MOSS	337419	Single Cell Mining Claim
830089	MOSS	337419	Single Cell Mining Claim
830092	MOSS	337419	Single Cell Mining Claim
830232	MOSS	337419	Single Cell Mining Claim
834671	MOSS	337419	Single Cell Mining Claim
4211656	BURCHELL LAKE AREA	337722	Boundary Cell Mining Claim
1242602	BURCHELL LAKE AREA	337753	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	337830	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	337830	Single Cell Mining Claim
3001508	BURCHELL LAKE AREA	337831	Single Cell Mining Claim
3001509	BURCHELL LAKE AREA	337831	Single Cell Mining Claim
4266047	MOSS	337853	Boundary Cell Mining Claim
4244461	BURCHELL LAKE AREA	338381	Single Cell Mining Claim
4244462	BURCHELL LAKE AREA	338381	Single Cell Mining Claim
4211658	BURCHELL LAKE AREA	339191	Single Cell Mining Claim

830076	MOSS	340543	Single Cell Mining Claim
830077	MOSS	340543	Single Cell Mining Claim
830480	MOSS	340543	Single Cell Mining Claim
830481	MOSS	340543	Single Cell Mining Claim
940743	BURCHELL LAKE AREA	341669	Boundary Cell Mining Claim
940706	MOSS	342766	Single Cell Mining Claim
940707	MOSS	342766	Single Cell Mining Claim
940710	MOSS	342766	Single Cell Mining Claim
940711	MOSS	342766	Single Cell Mining Claim
1241039	MOSS	343497	Single Cell Mining Claim
830076	MOSS	343497	Single Cell Mining Claim
940705	MOSS	343497	Single Cell Mining Claim
940709	MOSS	343497	Single Cell Mining Claim
1064687	BURCHELL LAKE AREA	343518	Single Cell Mining Claim
1064687	BURCHELL LAKE AREA	343519	Single Cell Mining Claim
1242511	BURCHELL LAKE AREA	343519	Single Cell Mining Claim
4212034	MOSS	344022	Boundary Cell Mining Claim
3001279	POWELL LAKE AREA	344725	Single Cell Mining Claim
3001280	POWELL LAKE AREA	344725	Single Cell Mining Claim
3001279	POWELL LAKE AREA	344726	Single Cell Mining Claim
3001280	POWELL LAKE AREA	344726	Single Cell Mining Claim
1232112	MOSS	344994	Boundary Cell Mining Claim
4211659	BURCHELL LAKE AREA	345211	Single Cell Mining Claim

Quebec

Kiena Project

The following mining rights registered at the Public register of real and immovable mining rights ("**PRRIMR**") under the numbers set forth below, of which Wesdome Gold Mines Ltd. is the registered holder, and which mining rights are situated in the Municipality of Val d'Or, Province of Québec, in the Registration Division of Abitibi:

No.	Title Type	PRRIMR Title No.	Registration Date	Expiration Date	Interest
1.	CM	494			100%
2.	CDC	2415481	26-Nov-14	22-Jun-21	100%
3.	CDC	2415482	26-Nov-14	22-Jun-21	100%
4.	CDC	2428771	16-Jul-15	5-Mar-21	100%
5.	CDC	2428772	16-Jul-15	5-Mar-21	100%
6.	CDC	2428774	16-Jul-15	5-Mar-21	100%
7.	CDC	2428775	16-Jul-15	5-Mar-21	100%
8.	CDC	2428776	16-Jul-15	5-Mar-21	100%
9.	CDC	2428777	16-Jul-15	5-Mar-21	100%
10.	CDC	2428778	16-Jul-15	5-Mar-21	100%
11.	CDC	2428779	16-Jul-15	5-Mar-21	100%
12.	CDC	2428780	16-Jul-15	5-Mar-21	100%
13.	CDC	2428781	16-Jul-15	5-Mar-21	100%
14.	CDC	2428782	16-Jul-15	5-Mar-21	100%
15.	CDC	2428783	16-Jul-15	5-Mar-21	100%
16.	CDC	2428784	16-Jul-15	5-Mar-21	100%
17.	CDC	2428785	16-Jul-15	5-Mar-21	100%
18.	CDC	2428786	16-Jul-15	5-Mar-21	100%
19.	CDC	2428787	16-Jul-15	5-Mar-21	100%
20.	CDC	2428788	16-Jul-15	5-Mar-21	100%
21.	CDC	2428789	16-Jul-15	5-Mar-21	100%
22.	CDC	2428790	16-Jul-15	5-Mar-21	100%
23.	CDC	2428791	16-Jul-15	5-Mar-21	100%
24.	CDC	2428792	16-Jul-15	5-Mar-21	100%
25.	CDC	2428793	16-Jul-15	5-Mar-21	100%
26.	CDC	2428794	16-Jul-15	5-Mar-21	100%
27.	CDC	2428795	16-Jul-15	5-Mar-21	100%
28.	CDC	2428796	16-Jul-15	5-Mar-21	100%

No.	Title Type	PRRIMR Title No.	Registration Date	Expiration Date	Interest
29.	CDC	2428797	16-Jul-15	5-Mar-21	100%
30.	CDC	2428799	16-Jul-15	5-Mar-21	100%
31.	CDC	2428802	16-Jul-15	5-Mar-21	100%
32.	CDC	2428803	16-Jul-15	5-Mar-21	100%
33.	CDC	2428804	16-Jul-15	5-Mar-21	100%
34.	CDC	2428805	16-Jul-15	5-Mar-21	100%
35.	CDC	2428806	16-Jul-15	5-Mar-21	100%
36.	CDC	2428807	16-Jul-15	5-Mar-21	100%
37.	CDC	2428808	16-Jul-15	5-Mar-21	100%
38.	CDC	2428809	16-Jul-15	5-Mar-21	100%
39.	CDC	2428810	16-Jul-15	5-Mar-21	100%
40.	CDC	2428811	16-Jul-15	5-Mar-21	100%
41.	CDC	2428813	16-Jul-15	5-Mar-21	100%
42.	CDC	2428814	16-Jul-15	5-Mar-21	100%
43.	CDC	2428815	16-Jul-15	5-Mar-21	100%
44.	CDC	2428816	16-Jul-15	5-Mar-21	100%
45.	CDC	2428817	16-Jul-15	5-Mar-21	100%
46.	CDC	2428818	16-Jul-15	5-Mar-21	100%
47.	CDC	2428819	16-Jul-15	5-Mar-21	100%
48.	CDC	2428820	16-Jul-15	5-Mar-21	100%
49.	CDC	2428821	16-Jul-15	5-Mar-21	100%
50.	CDC	2428822	16-Jul-15	5-Mar-21	100%
51.	CDC	2428823	16-Jul-15	5-Mar-21	100%
52.	CDC	2428824	16-Jul-15	5-Mar-21	100%
53.	CDC	2428825	16-Jul-15	5-Mar-21	100%
54.	CDC	2428826	16-Jul-15	5-Mar-21	100%
55.	CDC	2428827	16-Jul-15	5-Mar-21	100%
56.	CDC	2428828	16-Jul-15	5-Mar-21	100%
57.	CDC	2428829	16-Jul-15	5-Mar-21	100%
58.	CDC	2428830	16-Jul-15	5-Mar-21	100%
59.	CDC	2428831	16-Jul-15	5-Mar-21	100%
60.	CDC	2428833	16-Jul-15	5-Mar-21	100%
61.	CDC	2428834	16-Jul-15	5-Mar-21	100%
62.	CDC	2428835	16-Jul-15	5-Mar-21	100%
63.	CDC	2428836	16-Jul-15	5-Mar-21	100%
64.	CDC	2428837	16-Jul-15	5-Mar-21	100%
65.	CDC	2428838	16-Jul-15	5-Mar-21	100%

No.	Title Type	PRRIMR Title No.	Registration Date	Expiration Date	Interest
66.	CDC	2428839	16-Jul-15	5-Mar-21	100%
67.	CDC	2428840	16-Jul-15	5-Mar-21	100%
68.	CDC	2428841	16-Jul-15	5-Mar-21	100%
69.	CDC	2428842	16-Jul-15	5-Mar-21	100%
70.	CDC	2428844	16-Jul-15	5-Mar-21	100%
71.	CDC	2428845	16-Jul-15	5-Mar-21	100%
72.	CDC	2428846	16-Jul-15	5-Mar-21	100%
73.	CDC	2428847	16-Jul-15	5-Mar-21	100%
74.	CDC	2428848	16-Jul-15	5-Mar-21	100%
75.	CDC	2428849	16-Jul-15	5-Mar-21	100%
76.	CDC	2428852	16-Jul-15	5-Mar-21	100%
77.	CDC	2428853	16-Jul-15	5-Mar-21	100%
78.	CDC	2428854	16-Jul-15	5-Mar-21	100%
79.	CDC	2428855	16-Jul-15	5-Mar-21	100%
80.	CDC	2428856	16-Jul-15	5-Mar-21	100%
81.	CDC	2428857	16-Jul-15	5-Mar-21	100%
82.	CDC	2428858	16-Jul-15	5-Mar-21	100%
83.	CDC	2428859	16-Jul-15	5-Mar-21	100%
84.	CDC	2428860	16-Jul-15	5-Mar-21	100%
85.	CDC	2428862	16-Jul-15	5-Mar-21	100%
86.	CDC	2428863	16-Jul-15	5-Mar-21	100%
87.	CDC	2428864	16-Jul-15	5-Mar-21	100%
88.	CDC	2428865	16-Jul-15	5-Mar-21	100%
89.	CDC	2428866	16-Jul-15	5-Mar-21	100%
90.	CDC	2428867	16-Jul-15	5-Mar-21	100%
91.	CDC	2428868	16-Jul-15	5-Mar-21	100%
92.	CDC	2428870	16-Jul-15	5-Mar-21	100%
93.	CDC	2428871	16-Jul-15	5-Mar-21	100%
94.	CDC	2428872	16-Jul-15	5-Mar-21	100%
95.	CDC	2428874	16-Jul-15	5-Mar-21	100%
96.	CDC	2428877	16-Jul-15	5-Mar-21	100%
97.	CDC	2428879	16-Jul-15	5-Mar-21	100%
98.	CDC	2428880	16-Jul-15	5-Mar-21	100%
99.	CDC	2428882	16-Jul-15	5-Mar-21	100%
100.	CDC	2428883	16-Jul-15	5-Mar-21	100%
101.	CDC	2428884	16-Jul-15	5-Mar-21	100%
102.	CDC	2428885	16-Jul-15	5-Mar-21	100%

No.	Title Type	PRRIMR Title No.	Registration Date	Expiration Date	Interest
103.	CDC	2428886	16-Jul-15	5-Mar-21	100%
104.	CDC	2428887	16-Jul-15	5-Mar-21	100%
105.	CDC	2428888	16-Jul-15	5-Mar-21	100%
106.	CDC	2428889	16-Jul-15	5-Mar-21	100%
107.	CDC	2428890	16-Jul-15	5-Mar-21	100%
108.	CDC	2428891	16-Jul-15	5-Mar-21	100%
109.	CDC	2428892	16-Jul-15	5-Mar-21	100%
110.	CDC	2428893	16-Jul-15	5-Mar-21	100%
111.	CDC	2428894	16-Jul-15	5-Mar-21	100%
112.	CDC	2428897	16-Jul-15	5-Mar-21	100%
113.	CDC	2428898	16-Jul-15	5-Mar-21	100%
114.	CDC	2428899	16-Jul-15	5-Mar-21	100%
115.	CDC	2428901	16-Jul-15	5-Mar-21	100%
116.	CDC	2428902	16-Jul-15	5-Mar-21	100%
117.	CDC	2428904	16-Jul-15	5-Mar-21	100%
118.	CDC	2428905	16-Jul-15	5-Mar-21	100%
119.	CDC	2428906	16-Jul-15	5-Mar-21	100%
120.	CDC	2428907	16-Jul-15	5-Mar-21	100%
121.	CDC	2428908	16-Jul-15	5-Mar-21	100%
122.	CDC	2428910	16-Jul-15	5-Mar-21	100%
123.	CDC	2428911	16-Jul-15	5-Mar-21	100%
124.	CDC	2428912	16-Jul-15	5-Mar-21	100%
125.	CDC	2428913	16-Jul-15	5-Mar-21	100%
126.	CDC	2428915	16-Jul-15	5-Mar-21	100%
127.	CDC	2428916	16-Jul-15	5-Mar-21	100%
128.	CDC	2428917	16-Jul-15	5-Mar-21	100%
129.	CDC	2428918	16-Jul-15	5-Mar-21	100%
130.	CDC	2428920	16-Jul-15	5-Mar-21	100%
131.	CDC	2428921	16-Jul-15	5-Mar-21	100%
132.	CDC	2428922	16-Jul-15	5-Mar-21	100%
133.	CDC	2428923	16-Jul-15	5-Mar-21	100%
134.	CDC	2428924	16-Jul-15	5-Mar-21	100%
135.	CDC	2428925	16-Jul-15	5-Mar-21	100%
136.	CDC	2428926	16-Jul-15	5-Mar-21	100%
137.	CDC	2428927	16-Jul-15	5-Mar-21	100%
138.	CDC	2428929	16-Jul-15	5-Mar-21	100%
139.	CDC	2428930	16-Jul-15	5-Mar-21	100%

No.	Title Type	PRRIMR Title No.	Registration Date	Expiration Date	Interest
140.	CDC	2428931	16-Jul-15	5-Mar-21	100%
141.	CDC	2428933	16-Jul-15	5-Mar-21	100%
142.	CDC	2428935	16-Jul-15	5-Mar-21	100%
143.	CDC	2428936	16-Jul-15	5-Mar-21	100%
144.	CDC	2428937	16-Jul-15	5-Mar-21	100%
145.	CDC	2428939	16-Jul-15	5-Mar-21	100%
146.	CDC	2428940	16-Jul-15	5-Mar-21	100%
147.	CDC	2428941	16-Jul-15	5-Mar-21	100%
148.	CDC	2428942	16-Jul-15	5-Mar-21	100%
149.	CDC	2428943	16-Jul-15	5-Mar-21	100%
150.	CDC	2428944	16-Jul-15	5-Mar-21	100%
151.	CDC	2428945	16-Jul-15	5-Mar-21	100%
152.	CDC	2428946	16-Jul-15	5-Mar-21	100%
153.	CDC	2428947	16-Jul-15	5-Mar-21	100%
154.	CDC	2471205	22-Dec-16	21-Dec-20	100%
155.	CDC	2471206	22-Dec-16	21-Dec-20	100%
156.	CDC	2471207	22-Dec-16	21-Dec-20	100%
157.	CDC	2471208	22-Dec-16	21-Dec-20	100%
158.	CDC	2471209	22-Dec-16	21-Dec-20	100%
159.	CDC	2471210	22-Dec-16	21-Dec-20	100%
160.	CDC	2471211	22-Dec-16	21-Dec-20	100%
161.	CDC	2471212	22-Dec-16	21-Dec-20	100%
162.	CDC	2471213	22-Dec-16	21-Dec-20	100%
163.	CDC	2471214	22-Dec-16	21-Dec-20	100%

Manseau Property

No.	Title Type	PRRIMR Title No.	Registration Date	Expiration Date	Interest
164.	CDC	2459317	20-Sep-16	22-Jun-20	100%
165.	CDC	2459318	20-Sep-16	22-Jun-20	100%
166.	CDC	2459319	20-Sep-16	22-Jun-20	100%
167.	CDC	2459320	20-Sep-16	22-Jun-20	100%
168.	CDC	2459321	20-Sep-16	22-Jun-20	100%
169.	CDC	2459322	20-Sep-16	22-Jun-20	100%
170.	CDC	2459323	20-Sep-16	22-Jun-20	100%

No.	Title Type	PRRIMR Title No.	Registration Date	Expiration Date	Interest
171.	CDC	2459317	20-Sep-16	22-Jun-20	100%
172.	CDC	2459318	20-Sep-16	22-Jun-20	100%
173.	CDC	2459319	20-Sep-16	22-Jun-20	100%
174.	CDC	2459320	20-Sep-16	22-Jun-20	100%
175.	CDC	2459321	20-Sep-16	22-Jun-20	100%
176.	CDC	2459322	20-Sep-16	22-Jun-20	100%
177.	CDC	2459323	20-Sep-16	22-Jun-20	100%

PROJECT AUTHORIZATIONS

[Project Authorizations redacted]

SCHEDULE 3.1(26)

PROJECT REAL PROPERTY

Ontario

Eagle River Complex

PIN	Legal Description
62502-0009 (LT)	PCL 25493 SEC TBF; FIRSTLY: MINING CLAIM SSM 11551 UNSURVEYED TERRITORY MRO; SECONDLY: MINING CLAIM SSM 11552 UNSURVEYED TERRITORY MRO; THIRDLY: MINING CLAIM SSM 11553 UNSURVEYED TERRITORY MRO; FOURTHLY: MINING CLAIM SSM 12264 UNSURVEYED TERRITORY MRO; FIFTHLY: MINING CLAIM SSM 12265 UNSURVEYED TERRITORY MRO; SIXTHLY: MINING CLAIM SSM 12266 UNSURVEYED TERRITORY MRO; SEVENTHLY: MINING CLAIM SSM 12267 UNSURVEYED TERRITORY MRO; EIGHTHLY: MINING CLAIM SSM 12268 UNSURVEYED TERRITORY MRO; BEING LAND AND LAND UNDER THE WATERS OF MACCASA CREEK AND AN UNNAMED LAKE; NINTHLY: MINING CLAIM SSM 12269 UNSURVEYED TERRITORY MRO; TENTHLY: MINING CLAIM SSM 12270 UNSURVEYED TERRITORY MRO; ELEVENTHLY: MINING CLAIM SSM 14320 UNSURVEYED TERRITORY MRO; BEING LAND AND LAND UNDER THE WATER OF MACASSA CREEK; TWELFTHLY: MINING CLAIM SSM 14321 UNSURVEYED TERRITORY MRO; THIRTEENTHLY: MINING CLAIM SSM 14322 UNSURVEYED TERRITORY MRO; FOURTEENTHLY: MINING CLAIM SSM 14858 UNSURVEYED TERRITORY MRO; BEING LAND AND LAND UNDER WATER OF MACASSA CREEK; FIFTEENTHLY: MINING CLAIM SSM 14867 UNSURVEYED TERRITORY MRO; SIXTEENTHLY: MINING CLAIM SSM 14868 UNSURVEYED TERRITORY MRO; SEVENTEENTHLY: MINING CLAIM SSM 14869 UNSURVEYED TERRITORY MRO; EIGHTEENTHLY: MINING CLAIM SSM 15216 UNSURVEYED TERRITORY MRO; BEING LAND AND LAND UNDER THE WATER OF A SMALL UNNAMED LAKE; NINTEENTHLY: MINING CLAIM SSM 14323 UNSURVEYED TERRITORY MRO; T/W SRO AS IN F67629; DISTRICT OF THUNDER BAY
62502-0010 (LT)	PCL 25494 SEC TBF; FIRSTLY: MINING CLAIM SSM 11551 UNSURVEYED TERRITORY SRO; THIRDLY: MINING CLAIM SSM 11553 UNSURVEYED TERRITORY SRO; FIFTEENTHLY: MINING CLAIM SSM 14867 UNSURVEYED TERRITORY SRO; SIXTEENTHLY: MINING CLAIM SSM 14868 UNSURVEYED TERRITORY SRO; SEVENTEENTHLY: MINING CLAIM SSM 14869 UNSURVEYED TERRITORY SRO; EIGHTEENTHLY: MINING CLAIM SSM 15216 UNSURVEYED TERRITORY SRO; BEING LAND AND LAND UNDER THE WATER OF A SMALL UNNAMED LAKE; T/W SRO AS IN F67629; DISTRICT OF THUNDER BAY

62502-0011 (LT)	PCL 25912 SEC TBF; FIRSTLY: MINING CLAIM S.S.M. 11552 UNSURVEYED TERRITORY SRO; SECONDLY: MINING CLAIM S.S.M. 12264 UNSURVEYED TERRITORY SRO; THIRDLY: MINING CLAIM S.S.M. 12265 UNSURVEYED TERRITORY SRO; FOURTHLY: MINING CLAIM S.S.M. 12266 UNSURVEYED TERRITORY SRO; FIFTHLY: MINING CLAIM S.S.M. 12267 UNSURVEYED TERRITORY SRO; SIXTHLY: MINING CLAIM S.S.M. 12268 UNSURVEYED TERRITORY SRO; BEING LAND AND LAND UNDER THE WATERS OF MACASSA CREEK AND AN UNNAMED LAKE; SEVENTHLY: MINING CLAIM S.S.M. 12269 UNSURVEYED TERRITORY SRO; EIGHTHLY: MINING CLAIM S.S.M. 12270 UNSURVEYED TERRITORY SRO; NINTHLY: MINING CLAIM S.S.M. 14320 UNSURVEYED TERRITORY SRO; BEING LAND AND LAND UNDER THE WATERS OF MACASSA CREEK; TENTHLY: MINING CLAIM S.S.M. 14321 UNSURVEYED TERRITORY SRO; ELEVENTHLY: MINING CLAIM S.S.M. 14322 UNSURVEYED TERRITORY SRO; TWELFTHLY: MINING CLAIM S.S.M. 14858 UNSURVEYED TERRITORY SRO; BEING LAND AND LAND UNDER THE WATERS OF MACASSA CREEK; THIRTEENTHLY: MINING CLAIM S.S.M. 14323 UNSURVEYED TERRITORY SRO; T/W SRO AS IN F67628; S/T F67629; DISTRICT OF THUNDER BAY

Moss Lake Project

PIN	Legal Description
62505-0515 (LT)	PCL 17962 SEC TBF MRO; FIRSTLY MINING CLAIM TB 82836 UNSURVEYED TERRITORY E OF MOSS TWP; SECONDLY MINING CLAIM TB 82837 UNSURVEYED TERRITORY E OF MOSS TWP, EXCEPT LEW34934; THIRDLY MINING CLAIM TB 62761 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; FOURTHLY MINING CLAIM TB 62762 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; FIFTHLY MINING CLAIM TB 62885 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF PT OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, SITUATE IN THE BURCHELL LAKE AREA; SIXTHLY MINING CLAIM TB 62886 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF PT OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, SITUATE IN THE BURCHELL LAKE AREA; SEVENTHLY MINING CLAIM TB 62887 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF PT OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, SITUATE IN THE BURCHELL LAKE AREA; EIGHTHLY PT MINING CLAIM TB 68813 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GRASSY LAKE IN THE BURCHELL LAKE AREA, EXCEPT SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF GRASSY LAKE, AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF GRASSY LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 66 FT FROM THE NEAREST POINT IN THE SAID

	HIGHWATER MARK; AND EXCEPT LEW34934; DISTRICT OF THUNDER BAY
62505-0560 (LT)	PCL 6060 SEC DFWF MRO; MINING CLAIM TB 62889 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0561 (LT)	PCL 6061 SEC DFWF MRO; MINING CLAIM TB 62888 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0562 (LT)	PCL 6062 SEC DFWF MRO; MINING CLAIM TB 62890 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0568 (LT)	PCL 6068 SEC DFWF MRO; PT MINING CLAIM TB 62733 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE SAID BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0569 (LT)	PCL 6069 SEC DFWF MRO; PT MINING CLAIM TB 62734 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE SAID BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0570 (LT)	PCL 6181 SEC DFWF MRO; MINING CLAIM TB 62763 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0571 (LT)	PCL 6182 SEC DFWF MRO; MINING CLAIM TB 62764 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0572 (LT)	PCL 6183 SEC DFWF MRO; MINING CLAIM TB 62765 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0573 (LT)	PCL 6184 SEC DFWF MRO; MINING CLAIM TB 62766 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0574 (LT)	PCL 6187 SEC DFWF MRO; MINING CLAIM TB 62897 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0575 (LT)	PCL 6188 SEC DFWF MRO; PT MINING CLAIM TB 62900 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF SKIMPOLE LAKE SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY

62505-0576 (LT)	PCL 6189 SEC DFWF MRO; PT MINING CLAIM TB 62899 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF SKIMPOLE LAKE SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0577 (LT)	PCL 6190 SEC DFWF MRO; PT MINING CLAIM TB 62898 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF SKIMPOLE LAKE, SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0578 (LT)	PCL 6191 SEC DFWF MRO; MINING CLAIM TB 62896 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0579 (LT)	PCL 6192 SEC DFWF MRO; MINING CLAIM TB 62895 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0580 (LT)	PCL 6193 SEC DFWF MRO; MINING CLAIM TB 62894 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0582 (LT)	PCL 6440 SEC DFWF MRO; PT MINING CLAIM TB 75397 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0583 (LT)	PCL 6441 SEC DFWF; PT MINING CLAIM TB 75400 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-0584 (LT)	PCL 6442 SEC DFWF; PT MINING CLAIM TB 75404 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN SAID HIGHWATER MARK; EXCEPT F125677; DISTRICT OF THUNDER BAY
62505-0585 (LT)	PCL 6443 SEC DFWF; PT MINING CLAIM TB 75406 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS

	DISTANT 400 FT FROM THE NEAREST POINT IN SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-0586 (LT)	PCL 6444 SEC DFWF; PT MINING CLAIM TB 75407 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN THE SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-0587 (LT)	PCL 6445 SEC DFWF; PT MINING CLAIM TB 75412 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN THE SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-1000 (LT)	PCL 27285 SEC TBF MRO; MINING CLAIM TB 62769 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; PT MINING CLAIM TB 62892 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GOLDIE LAKE, SITUATE IN THE BURCHELL LAKE AREA; PT MINING CLAIM TB 62891 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GOLDIE LAKE, SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 62893 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 62768 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 62767 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-1001 (LT)	PCL 27285 SEC TBF MRO; MINING CLAIM TB 68814 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GRASSY LAKE, SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 82840 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF A SMALL CREEK, SITUATE E OF MOSS TWP; MINING CLAIM TB 82841 UNSURVEYED TERRITORY SITUATE E OF MOSS TWP; MINING CLAIM TB 82838 UNSURVEYED TERRITORY SITUATE E OF MOSS TWP; DISTRICT OF THUNDER BAY
62505-1340 (LT)	MINING LOCATION 1N LYING NORTH OF MINK LAKE UNSURVEYED TERRITORY; THUNDER BAY
62505-1341 (LT)	MINING LOCATION 2N LYING NORTH OF MINK LAKE BLAKE EXCEPT MRO AS IN OFW45416 UNSURVEYED TERRITORY; THUNDER BAY

62505-1342 (LT)	MINING LOCATION 3N LYING NORTH OF MINK LAKE UNSURVEYED TERRITORY; THUNDER BAY
62505-0912 (LT)	PCL 5686 SEC DFWF; MINING CLAIM TB 82839 UNSURVEYED TERRITORY SITUATE E OF MOSS TWP CONTAINING BY ADMEASUREMENT 40.6 ACRES MORE OR LESS, EXCEPT SRO LEW30100, SRO LT99467; DISTRICT OF THUNDER BAY

Quebec

Kiena Mine Complex

Les lots DEUX MILLIONS NEUF CENT QUATRE-VINGT-DIX-NEUF MILLE QUATRE CENT ONZE (**2 999 411**), DEUX MILLIONS NEUF CENT QUATRE-VINGT-DIX-NEUF MILLE QUATRE CENT CINQUANTE-TROIS (**2 999 453**), DEUX MILLIONS NEUF CENT QUATRE-VINGT-DIX-NEUF MILLE HUIT CENT QUARANTE-HUIT (**2 999 848**), TROIS MILLIONS CENT SOIXANTE-DEUX MILLE NEUF CENT VINGT-CINQ (**3 162 925**), TROIS MILLIONS CENT SOIXANTE-TROIS MILLE CENT (**3 163 100**), TROIS MILLIONS CENT SOIXANTE-TROIS MILLE DEUX CENT TRENTE-SIX (**3 163 236**), QUATRE MILLIONS CENT QUATRE-VINGT-QUINZE MILLE DEUX CENT SOIXANTE-SEIZE (**4 195 276**), QUATRE MILLIONS CENT QUATRE-VINGT-QUINZE MILLE DEUX CENT SOIXANTE-DIX- SEPT (**4 195 277**), QUATRE MILLIONS CENT QUATRE-VINGT-QUINZE MILLE DEUX CENT SOIXANTE-DIX-HUIT (**4 195 278**), QUATRE MILLIONS CENT QUATRE-VINGT- SEIZE MILLE SIX CENT QUARANTE-HUIT (**4 196 648**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET CINQ (**4 720 005**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SEPT (**4 720 007**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET HUIT (**4 720 008**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET NEUF (**4 720 009**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET DIX (**4 720 010**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET ONZE (**4 720 011**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET DOUZE (**4 720 012**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET TREIZE (**4 720 013**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET VINGT-HUIT (**4 720 028**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET TRENTE-DEUX (**4 720 032**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET CINQUANTE-CINQ (**4 720 055**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET CINQUANTE-SIX (**4 720 056**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET CINQUANTE-SEPT (**4 720 057**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE (**4 720 060**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE-ET-UN (**4 720 061**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE-DEUX (**4 720 062**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE-TROIS (**4 720 063**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE-QUATRE (**4 720 064**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE-CINQ (**4 720 065**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE-DIX (**4 720 070**), QUATRE MILLIONS SEPT CENT VINGT MILLE ET SOIXANTE-QUINZE (**4 720 075**), QUATRE MILLIONS SEPT CENT VINGT MILLE HUIT CENT SOIXANTE-SEPT (**4 720 867**), QUATRE MILLIONS SEPT CENT VINGT-ET-UN MILLE SIX CENT TRENTE-CINQ

(**4 721 635**) et QUATRE MILLIONS SEPT CENT VINGT- ET-UN MILLE SIX CENT TRENTE-SIX (**4 721 636**) du cadastre du Québec, circonscription foncière d'Abitibi.

Les lots QUATRE MILLIONS SEPT CENT VINGT-ET-UN MILLE SOIXANTE-ET-ONZE (**4 721 071**) QUATRE MILLIONS SEPT CENT VINGT-ET-UN MILLE SOIXANTE DOUZE (**4 721 072**) QUATRE MILLIONS SEPT CENT VINGT-ET-UN MILLE SOIXANTE-QUATORZE (**4 721 074**) QUATRE MILLIONS SEPT CENT VINGT-ET-UN MILLE SIX CENT VINGT-SEPT (**4 721 627**) et QUATRE MILLIONS SEPT CENT VINGT-ET-UN MILLE SIX CENT SOIXANTE-NEUF (**4 721 669**) du cadastre du Québec, circonscription foncière d'Abitibi

PROJECT LEASES

Ontario

Eagle River Complex

PIN	Legal Description
62502-0013 (LT)	PCL 3378 SEC TBL; CLM 349 UNSURVEYED TERRITORY PT 1 55R7744 BEING LAND AND LAND UNDER WATER COMPRISING MINING CLAIMS SSM 690805, SSM 690806, SSM 690807, SSM 690808, SSM 690815, SSM 690816, SSM 690817, SSM 690818, SSM 690823, SSM 690824, SSM 690825, SSM 690826, SSM 690837, SSM 690838, SSM 690839, SSM 690840, SSM 690844, SSM 690845, SSM 690846, SSM 690847, SSM 690858, SSM 690859, SSM 690860, SSM 690861 SAVING & EXCEPTING: THEREOUT AND THEREFROM THE SURFACE RIGHTS ONLY ON AND OVER STRIPS OF LAND ALONG THE SHORES OF EAGLE RIVER AND THE UNNAMED LAKES AND RIVERS AND WHICH STRIPS OF LAND ARE BOUNDED BY THE HIGH WATER MARK OF SAID LAKES AND RIVERS AND BY LINES EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK.; DISTRICT OF THUNDER BAY
62502-0014 (LT)	PCL 3407 SEC TBL; CLM 379 UNSURVEYED TERRITORY PT 1 55R8669 BEING LAND AND LAND UNDER WATER, COMPRISING MINING CLAIM SSM 601791, SSM 601792, SSM 601793, SSM 601813, SSM 601814, SSM 601815, SSM 601837, SSM 601838, SSM 601839, SSM 601859, SSM 601860, SSM 601861, SSM 601880, SSM 601881, SSM 601882, SSM 601898, SSM 601899, SSM 601900 SAVING AND EXCEPTING: SRO ON AND OVER STRIPS OF LAND ALONG THE SHORES OF UNNAMED CREEKS AND TWO UNNAMED LAKES AND WHICH STRIPS OF LAND ARE BOUNDED BY THE HIGHWATER MARKS OF THE SAID CREEKS AND LAKES AND BY A LINE EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE SAID HIGH WATER MARKS; DISTRICT OF THUNDER BAY
62502-0015 (LT)	PCL 3409 SEC TBL; CLM 378 UNSURVEYED TERRITORY PT 1 55R8668 BEING LAND AND LAND UNDER WATER, COMPRISING MINING CLAIMS SSM 601794, SSM 601795, SSM 601796, SSM 601797, SSM 601816,

	SSM 601817, SSM 601818, SSM 601819, SSM 601840, SSM 601841, SSM 601842, SSM 601843, SSM 601862, SSM 601863, SSM 601864, SSM 601865, SSM 601883, SSM 601884, SSM 601885, SSM 601886, SSM 629238, SSM 629239, SSM 629242, SSM 629243 SAVING & EXCEPTING: SRO ON AND OVER STRIPS OF LAND ALONG THE SHORES OF AN UNNAMED POND, AN UNNAMED LAKE AND UNNAMED LAKE AND UNNAMED CREEKS AND WHICH STRIPS OF LAND ARE BOUNDED BY THE HIGH WATER MARKS OF THE SAID POND, LAKE AND CREEKS AND BY A LINE EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE SAID HIGH WATER MARKS; DISTRICT OF THUNDER BAY
62502-0016 (LT)	PCL 3468 SEC TBL; MINING RIGHTS ONLY MINING CLAIM SURVEY CLM 404 UNSURVEYED TERRITORY PT 1 55R11061 COMPRISING MINING CLAIMS SSM 529125 TO SSM 529129 INCLUSIVE, SSM 553591, SSM 553592, SSM 553595, SSM 554645 TO SSM 554664 INCLUSIVE, SSM 586184 TO SSM 586187 INCLUSIVE, SSM 721960 TO SSM 721963 INCLUSIVE, SSM 721977, SSM 721979 TO SSM 721981 INCLUSIVE; DISTRICT OF THUNDER BAY
62502-0017 (LT)	PCL 3474 SEC TBL; MINING CLAIM SSM 841001 UNSURVEYED TERRITORY; MINING CLAIM SSM 841162 UNSURVEYED TERRITORY; MINING CLAIM SSM 841163 UNSURVEYED TERRITORY; MINING CLAIM SSM 847670 UNSURVEYED TERRITORY; MINING CLAIM SSM 847671 UNSURVEYED TERRITORY; MINING CLAIM SSM 847672 UNSURVEYED TERRITORY BEING ALL THAT LAND AND LAND UNDER WATER PT 1 TO 6 55R8308; DISTRICT OF THUNDER BAY
62502-0022 (LT)	PCL 3379 SEC TBL; CLM 350 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER WATER PT 1 55R7745 COMPRISING MINING CLAIMS SSM 690864, SSM 690865, SSM 690866, SSM 690867, SSM 690878, SSM 690879, SSM 690880, SSM 690881, SSM 690884, SSM 690885, SSM 690886, SSM 690887, SSM 693574, SSM 693575, SSM 693577, SSM 693578, SSM 693579, SSM 693580, SSM 693581, SSM 693592, SSM 693593, SSM 693594, SSM 693595 SAVING & EXCEPTING: THEREOUT & THEREFROM THE SRO ON & OVER STRIPS OF LAND ALONG THE SHORES OF THE UNNAMED LAKES PONDS, CREEKS & RIVERS AND WHICH STRIPS OF LAND ARE BOUNDED BY THE HIGH WATER MARK OF SAID LAKES, PONDS, CREEKS & RIVERS & BY LINES EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; DISTRICT OF THUNDER BAY
62502-0023 (LT)	PCL 3406 SEC TBL; CLM 377 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER WATER PT 1 55R8667 COMPRISING MINING CLAIMS SSM 601798 TO SSM 601802 BOTH INCLUSIVE SSM 601820 TO SSM 601825 BOTH INCLUSIVE SSM601844 TO SSM 601849 BOTH INCLUSIVE, SSM 601866 TO SSM 601871 BOTH INCLUSIVE SSM 601887 TO SSM 601892 BOTH INCLUSIVE & SSM 629245 SAVING & EXCEPTING: THE

	SRO ON & OVER STRIPS OF LAND ALONG THE SHORES OF AN UNNAMED LAKE, AN UNNAMED CREEK AND MACASSA CREEK AND WHICH STRIPS OF LAND ARE BOUNDED BY THE HIGH WATER MARKS OF THE SAID LAKE AND CREEKS AND BY A LINE EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE SAID HIGH WATER MARKS; DISTRICT OF THUNDER BAY
62502-0024 (LT)	PCL 3469 SEC TBL; MINING CLAIM SURVEY CLM 408 UNSURVEYED TERRITORY BEING LAND & LAND UNDER WATER PT 1 55R10402 COMPRISING MINING CLAIMS SSM 936299 TO SSM 936308 BOTH INCLUSIVE SAVING & EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER STRIPS OF LAND ALONG THE SHORES OF UNNAMED LAKES AND WHICH STRIPS OF LAND ARE BOUNDED BY THE HIGH WATER MARKS OF SAID LAKES; DISTRICT OF THUNDER BAY
62502-0105 (LT)	MINING CLAIM SSM 847674 UNSURVEYED TERRITORY PT 7 55R8308 AS IN CROWN PATENT TY76368; DISTRICT OF THUNDER BAY.
62502-0110 (LT)	SURFACE RIGHTS ONLY PT LOCATION CL 17482 BEING PT PERIMETER SURVEY CLM 378 COMPOSED OF PT MINING CLAIMS SSM 601819 & SSM 601843 UNSURVEYED TERRITORY PT 2 55R13777; DISTRICT OF THUNDER BAY
62502-0111 (LT)	SURFACE RIGHTS ONLY PT LOCATION CL 17482 BEING PT PERIMETER SURVEY CLM 377 COMPRISING PT MINING CLAIMS SSM 601820, SSM 601844, SSM 601866 & SSM 601887 UNSURVEYED TERRITORY PT 1 55R13777; DISTRICT OF THUNDER BAY

Moss Lake Project

PIN	Legal Description
62311-0001 (LT)	PCL 2858 SEC TBL; FIRSTLY: MINING CLAIM TB 288295 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 1 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SOUTHERLY SHORE OF MOSS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF MOSS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK AND OVER A STRIP OF LAND ALONG THE WESTERLY SHORE OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; SECONDLY: MINING CLAIM TB 288296 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 2 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND

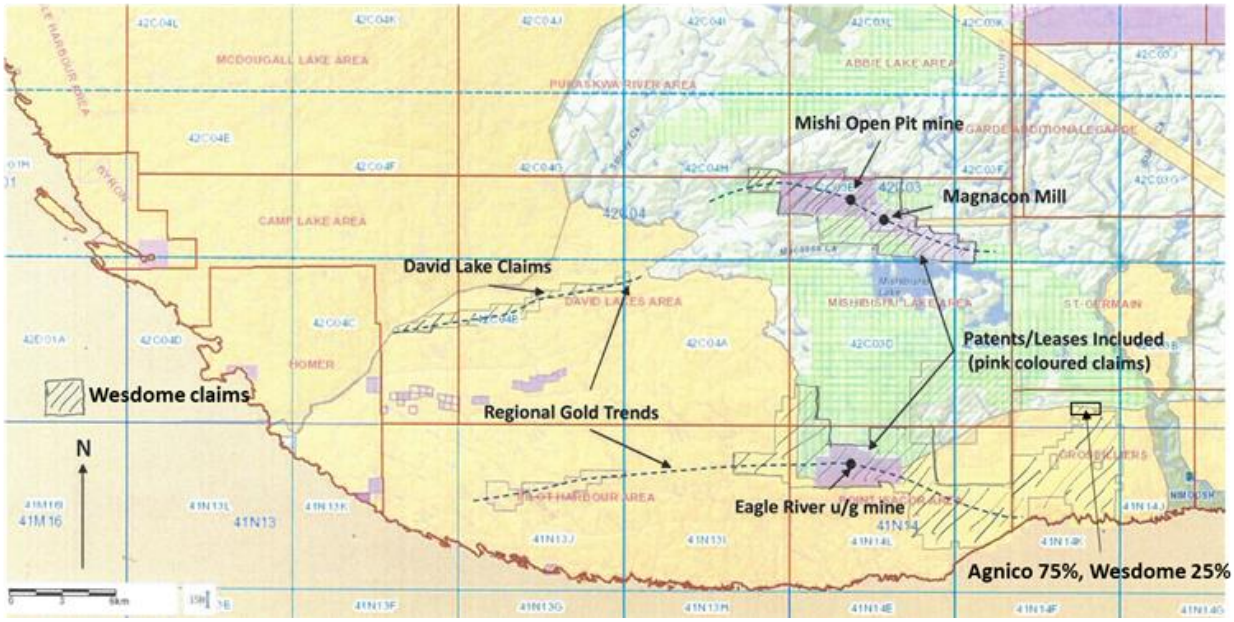
	OVER A STRIP OF LAND ALONG THE NORTHERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; THIRDLY: MINING CLAIM TB 288297 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 3 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE WESTERLY AND EASTERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIPS OF LAND ARE BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE RESPECTIVELY AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; FOURTHLY: MINING CLAIM TB 288298 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 4 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE WESTERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; FIFTHLY: MINING CLAIM TB 288299 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 5 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE WESTERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; SIXTHLY: MINING CLAIM TB 288300 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 6 55R5175; DISTRICT OF THUNDER BAY
62311-0002 (LT)	PCL 3032 SEC TBL; MINING CLAIM TB 433178 MOSS; MINING CLAIM TB 433177 MOSS; MINING CLAIM TB 433217 MOSS; MINING CLAIM TB 433216 MOSS; MINING CLAIM TB 433222 MOSS; MINING CLAIM TB 433221 MOSS; MINING CLAIM TB 433226 MOSS; MINING CLAIM TB 433227 MOSS; MINING CLAIM TB 433223 MOSS BEING LAND AND LAND UNDER WATER PT 1, 2, 3, 4, 5, 6, 7, 8, 9 55R6477; DISTRICT OF THUNDER BAY

Quebec

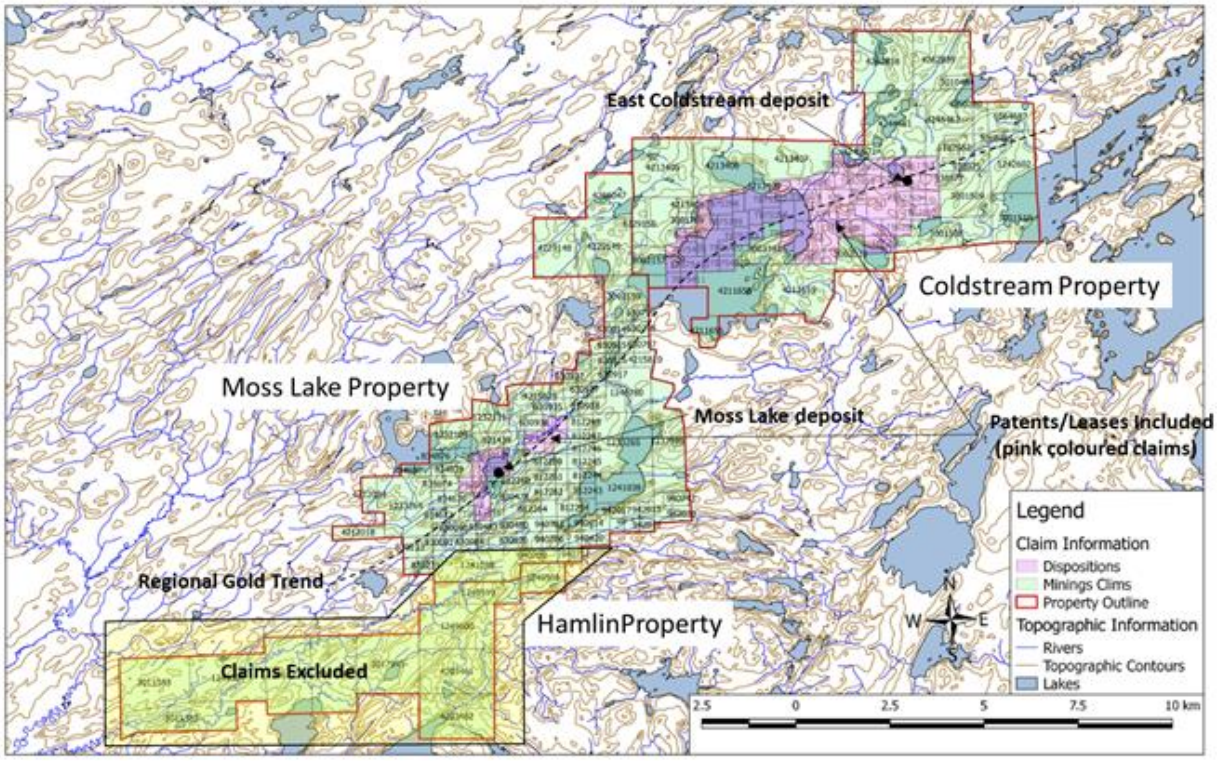
Kiena Mine Complex

Lease #	2007-009
Lessor :	the ministère de l'Environnement et de la Lutte contre les changements climatiques Direction de la gestion du domaine hydrique de l'État
Lessee :	Wesdome Gold Mines Ltd.
Renewal :	December 19, 2018
Expiry :	February 28, 2033
Lot :	TROIS MILLIONS CENT SOIXANTE-TROIS MILLE DEUX CENT VINGT-QUATRE (**3 163 224**) Cadastre du Québec, registration division of Abitibi

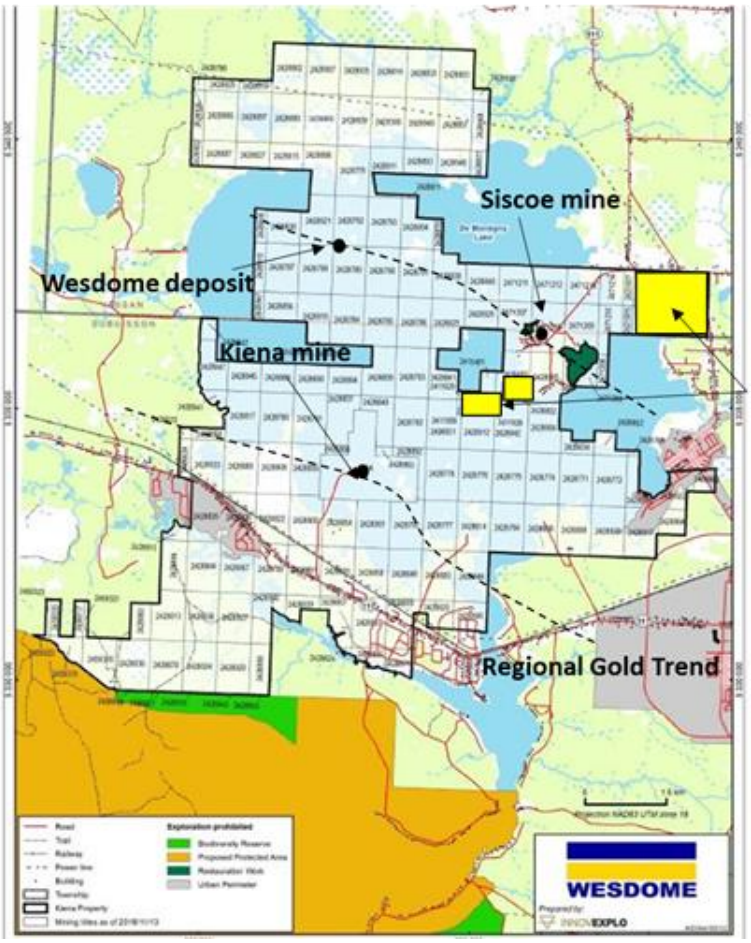
Eagle River Complex



Moss Lake project



Kiena Complex



Excluded – Wesdome 50%

SCHEDULE 5.1(7)

POST-CLOSING REQUIREMENTS

POST-CLOSING REQUIREMENT	DATE BY WHICH TO BE MET
The Borrower shall deliver to the Administrative Agent evidence (in form and substance satisfactory to the Administrative Agent, acting reasonably) that: (a) the BMO LC has been cancelled; (b) the Liens over cash collateral provided by the Borrower to the Bank of Montreal to secure the Borrower's obligations in respect of the BMO LC have been released; and (c) the discharge of the registration at the Ontario personal property registry with reference file no. 750165867.	30 days from the Closing Date
The Borrower shall deliver to the Administrative Agent: (a) supplements to the applicable Security Documents reflecting the consolidation of the Moss Lake Unpatented Claims (the "**Supplements**"); (b) evidence (in form and substance satisfactory to the Administrative Agent, acting reasonably) of the registration of the applicable Security Documents against the Moss Lake Unpatented Claims; and (c) an opinion with respect to the Supplements and the registration thereof against the Moss Lake Unpatented Claims , together with a title insurance policy in form and substance satisfactory to the Administrative Agent as to such Moss Lake Unpatented Claims.	60 days from the Closing Date.

POST-CLOSING REQUIREMENT	DATE BY WHICH TO BE MET
The Borrower shall deliver to the Administrative Agent: (a) a "correspondence report" prepared by a qualified surveyor identifying the immovables on which the Quebec Mining Claims are exercised; (b) a supplemental deed of hypothec (the "**Additional Deed of Hypothec**") in favour of the Administrative Agent charging the Quebec Mining Claims and the universality of personal property of the Borrower related thereto, free and clear of all Liens other than Permitted Liens; (c) evidence (in form and substance satisfactory to the Administrative Agent, acting reasonably) of the registration of the Additional Deed of Hypothec at the Land Register of Québec and the register of personal and movable real rights, free and clear of all Liens other than Permitted Liens; and (d) an opinion with respect to the Additional Deed of Hypothec and the registration thereof at the applicable registers, together with a title insurance policy in form and substance satisfactory to the Administrative Agent as to the Quebec Mining Claims.	120 days from the Closing Date.

SCHEDULE 5.1(8)

INSURANCE CLAIMS

None.

SCHEDULE 6.1(11)

RESTRICTIVE AGREEMENTS

None.

SCHEDULE 9.1

LENDER AND ISSUING BANK CONTACT INFORMATION

Name of Lender or Issuing Bank	**Address**	**Facsimile No.**	**E-mail Address**
National Bank of Canada	**[Address redacted]**	**[facsimile number redacted]**	**[email address redacted]**
Investec Bank plc	**[Address redacted]**	**[facsimile number redacted]**	**[email addresses redacted]**
Fédération des caisses Desjardins du Québec	**[Address redacted]**	**[facsimile number redacted]**	**[email address redacted]**