

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**(Applicant)**

**MOTION RECORD OF THE APPLICANT  
(Returnable January 28, 2022)**

January 24, 2022

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# TAB 1

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

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HARTE  
GOLD CORP.**

**(Applicant)**

**NOTICE OF MOTION  
(Returnable January 28, 2022)**

The Applicant will make a motion to the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) on **January 28, 2022 at 10:00 a.m.**

**PROPOSED METHOD OF HEARING:** Due to the ongoing COVID-19 pandemic, the motion is to be heard via video conference, the details of which can be found in **Schedule "A"** to this Notice of Motion. If you intend to join the hearing on this Motion, please advise Mr. Lee Nicholson of Stikeman Elliott LLP by email at [leenicholson@stikeman.com](mailto:leenicholson@stikeman.com).

**THIS MOTION<sup>1</sup> IS FOR:**

1. An order (the "**Approval and Reverse Vesting Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), substantially in the form attached at Tab 3 of the Applicant's motion record (the "**Motion Record**"), *inter alia*:

- (a) approving the transactions (collectively, the "**833 Transactions**") contemplated in the Second Amended and Restated Subscription Agreement Second Amended and Restated Subscription Agreement entered into between 1000025833 Ontario Inc. ("**833 Ontario**"), as investor, 833 Ontario's sole shareholder, Silver Lake Resources Limited ("**Silver Lake**"), as guarantor, and Harte Gold, as issuer, on January 19, 2022 (the "**Second Amended and Restated Subscription Agreement**"), and authorizing and directing Harte Gold to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the 833 Transactions; and

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the affidavit of Frazer Bourchier sworn on January 24, 2022 (the "**Sale Approval Affidavit**").

- (b) granting a release favour of Harte Gold's directors, officers and advisors, the Monitor and its advisors and 833 Ontario and its directors, officers and advisors as described in detail below; and
  - (c) extending the Stay Period (as defined below) until March 29, 2022;
2. An order (the "**Monitor's Powers Expansion Order**") pursuant to the CCAA, substantially in the form attached at Tab 4 of the Motion Record, enhancing the Monitor's powers as they relate to the ResidualCos. (as defined below); and
  3. Such further and other relief as this Honourable Court deems just.

#### **THE GROUNDS FOR THIS APPLICATION ARE:**

##### ***Background***

4. The Applicant, Harte Gold Inc. ("**Harte Gold**"), is a public company based in Toronto, Ontario, which has only one operation, a gold mining operation (the "**Sugar Zone Mining Operation**") located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division, approximately 30 km north of the town of White River (the "**Sugar Zone Property**").
5. After experiencing certain financial and liquidity challenges, in May 2021, Harte Gold initiated a strategic review process (the "**Pre-Filing Strategic Process**") to explore, review and evaluate a broad range of alternatives.
6. In late June 2021, as part of the Pre-Filing Strategic Process, Harte Gold engaged FTI and with its assistance, Harte Gold commenced a sale and investment solicitation process. In this context, on July 19, 2021, Harte Gold's board of directors established a "Special Committee" to assist management in navigating through this sale and investment solicitation process.
7. Harte Gold and FTI engaged in a lengthy process to generate interest from potential buyers and investors. Despite exhaustive solicitation efforts, no binding bid was ultimately submitted though discussions did continue with certain parties.
8. On November 19, 2021, Harte Gold was advised that its first-ranking secured creditor, BNPP, and Cue Minerals PTY limited (a wholly-owned subsidiary of Silver Lake) ("**Cue**

**Minerals**) had entered into an assignment agreement pursuant to which Cue Minerals had acquired, on behalf of 833 Ontario, all of BNPP's rights and obligations under the BNPP Credit Agreement. On the same day, Silver Lake advised Harte Gold and FTI of its interest to acquire Harte Gold's business and operations by way of a credit-bid of its affiliates' loan and to provide interim financing in connection with any proceedings under the CCAA.

9. On November 22, 2021, after the issuance of a press release by Harte Gold announcing the assignment of BNPP's rights and obligations under the BNPP Credit Agreement and related credit documents to Cue Minerals, Harte Gold also received an offer from its second-ranking secured creditor, the Appian Parties, to acquire its business and operations, as well as an offer to provide it with interim financing.

10. Given such interest in Harte Gold's business and assets, Harte Gold and FTI informed both Cue Minerals (now 833 Ontario) and the Appian Parties (and their respective advisors) that an additional court-supervised sales process under the CCAA would be required given interest from both parties, among other things.

11. As both 833 Ontario and the Appian Parties expressed a desire to become the stalking horse bidder and DIP lender in these CCAA Proceedings, Harte Gold, with assistance of its financial and legal advisors, engaged in parallel negotiations in the following weeks with 833 Ontario and Appian on a proposed stalking horse bid and DIP facility in an effort to secure the best offer possible from both parties.

12. On December 5, 2021, after careful consideration of the proposals submitted by each of 833 Ontario and the Appian Parties, Harte Gold's board of directors, in exercising its business judgment, in consultation with FTI, ultimately decided to enter into an Initial Subscription Agreement (the "**Subscription Agreement**") with 833 Ontario.

### ***The Restructuring Proceedings***

13. On December 7, 2021, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted in favour of Harte Gold an Initial Order (the "**Initial Order**") pursuant to the CCAA. Harte Gold also filed a motion seeking approval at the comeback hearing of a sales and investment solicitation process (the "**SISP**") and related procedures (the "**SISP Procedures**"), including the use of the Subscription Agreement as the stalking horse bid.



14. After the commencement of the CCAA proceedings, the Appian Parties submitted a revised subscription agreement and a motion opposing approval of the Subscription Agreement with 833 Ontario and seeking to declare approve of their own bid as the stalking horse bid under the SISP. Subsequently, on December 14, 2021, 833 Ontario submitted to Harte Gold and the Monitor an amended and restated Subscription Agreement (the “**First Amended and Restated Subscription Agreement**”) materially increasing the consideration provided thereunder.

15. On December 20, 2021, this Court granted the order (the “**SISP Order**”) approving the SISP, the SISP Procedures and Harte Gold’s execution of the First Amended and Restated Subscription Agreement *nunc pro tunc*.

***The Post-Filing Solicitation Process***

16. As further described in the Sale Approval Affidavit, following the issuance of the SISP Order and the approval of the related SISP Procedures, Harte Gold, with the assistance of the Monitor, conducted the SISP based on the following milestones approved by the Court:<sup>2</sup>

<b>DATE</b>	<b>MILESTONE</b>
By no later than 1 day following the issuance by the Court of the SISP Order	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time)	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with paragraph 21 of the SISP Procedures	Hearing of the Approval Motion

<sup>2</sup> All capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed to them in the SISP Procedures.

17. Accordingly, in accordance with the SISP Procedures:
  - (a) the Monitor provided the Solicitation Notice to forty-four (44) Known Potential Bidders (other than 833 Ontario and the Appian Parties). In addition, the Solicitation Notice was provided to two (2) additional parties that were not Known Potential Bidders who contacted the Monitor regarding the SISP (together with the Known Potential Bidders, the “**Potential Interested Parties**”);
  - (b) the SISP Order and the SISP Procedures were posted on the Monitor’s website on December 20, 2021; and
  - (c) Harte Gold issued the SISP Press Release on December 20, 2021.
  
18. On the bid deadline contemplated by the SISP, ANR 2 was the only party to submit a new “Qualified Bid”. As described in detail in the Sale Approval Affidavit, following the submission of the bid and issuance of the Auction Notice, the parties engaged in various discussions. Subsequently, 833 Ontario submitted a revised bid matching the terms of the Appian Subscription Agreement and indicated that certain matters had been directly settled with the Appian Parties who now supported the bid by 833 Ontario. The bid by 833 Ontario was formalized and submitted to the Applicant and the Monitor as the Second Amended and Restated Subscription Agreement.
  
19. The Second Amended and Restated Subscription Agreement provided for the following improved terms in comparison with the First Amended and Restated Subscription Agreement:
  - (a) the designation of the lease between Harte Gold, as tenant, and CT Tower Investment Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario, as a “Retained Contract” and the assumption or retention of Harte Gold’s liabilities thereunder;
  - (b) the amendment of the definition of “Assumed Liabilities” to: (i) specify that the \$10 million Cure Cost and Pre-Filing Trade Amount Cap (previously set out in the First Amended and Restated Subscription Agreement) will not apply to “Post-Filing Trade Amounts” (as defined in the Second Amended and Restated Subscription Agreement), which shall be specifically assumed as part of the 833 Transactions; and to (ii) provide that any amounts or obligations owing by Harte Gold to any of the Appian Parties (including under royalty agreements entered

into with the Appian Parties) will be subject to the settlement agreement between 833 Ontario, Silver Lake and the Appian Parties; and

- (c) the undertaking to pay an additional cash deposit in an amount of US\$1,693,658.72, equivalent to approximately 5% of the Appian Indebtedness (as defined in the Second Amended and Restated Subscription Agreement), to be paid by 833 Ontario from the proceeds resulting from the sale of the Share Deposit.

20. Following careful consideration of the available options, Harte Gold, in consultation with the Monitor and Harte Gold's counsel, determined that it was in Harte Gold's and its stakeholders' best interest to cancel the Auction and declare the Second Amended and Restated Subscription Agreement as the "Successful Bid" under the SISF for the reasons more fully detailed in the Sale Approval Affidavit.

21. The execution of the Second Amended and Restated Subscription Agreement represents the culmination of an approximately seven (7) months of extensive solicitation efforts on the part of both Harte Gold and FTI (including as Monitor).

22. The Pre-Filing Strategic Process and SISF broadly canvassed the market of parties interested in Harte Gold's business and assets and there was significant competitive tension between Silver Lake and the Appian Parties resulting in material improvements to the consideration provided under the transaction for the benefit of Harte Gold's stakeholders.

23. The Second Amended and Restated Subscription Agreement and 833 Transactions represent the best outcome in the circumstances for Harte Gold and its stakeholders.

### ***Reverse Vesting Structure***

24. The 833 Transactions contemplated in the Second Amended and Restated Subscription Agreement have been structured as "reverse vesting" transaction whereby

- (a) 833 Ontario will become the sole shareholder of Harte Gold; and
- (b) all excluded contracts, excluded assets and excluded liabilities will be transferred and "vested out" to 13699404 Canada Inc. and 13699447 Canada Inc.,

companies incorporated by Harte Gold as subsidiaries (collectively, the “**ResidualCos**”).

25. The reverse vesting structure will obviate the need for Harte Gold to transfer the Permits and Licenses or change the registrations associated with mineral claims thereby reducing the cost and time associated with closing of the transaction for the benefit of Harte Gold’s stakeholders.

26. A “reverse vesting” structure will not result in any material prejudice or impairment of any of Harte Gold’s creditors rights that they would otherwise have under an asset sale transaction.

### ***The Release***

27. The Applicant is also seeking a court-ordered release (the “**Release**”) in favour of:

- (a) the present and former directors, officers, employees, legal counsel and advisor of the Company and of ResidualCo. 1 and ResidualCo. 2;
- (b) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors; and
- (c) the Investor, its directors, officers, employees, legal counsel and advisors,

(collectively, the “**Released Parties**”).

28. The Release covers any and all present and future claims against the Released Parties based upon any fact, matter of occurrence in respect of the 833 Transactions or Harte Gold, its assets, business or affairs or administration of the Company, except any claim for fraud or willful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

29. The Release is being sought, with the support of 833 Ontario, Silver Lake and the Appian Parties, in order to achieve certainty and finality for the Released Parties in the most efficient and appropriate manner given the current circumstances.

30. Harte Gold is also unaware of any statutory liabilities in respect of the Released Parties (particularly, the directors and officers of Harte Gold) and to date, no stakeholder of Harte Gold

has made Harte Gold or the Monitor aware that they intend to assert a claim any of the Released Parties in respect of any claims covered by the Release.

31. The Released Parties have each contributed to the successful outcome in these CCAA Proceedings.

***Extension of the Stay Period***

32. The Stay Period will currently expire on January 31, 2022.

33. The Applicant is requesting the Stay Period be extended to March 29, 2022.

34. The Stay Period will terminate in respect of Harte Gold upon closing of the 833 Transactions, however, the CCAA Proceedings and Stay Period will continue in respect of the ResidualCos following completion of the transactions.

35. Additional time is required to complete the transactions contemplated under the Second Amended and Restated Subscription Agreement and an extension of the Stay Period is necessary to provide the stability required during that time.

36. As set out in the cash flow projection, Harte Gold expects that, with the funds to be advanced under the DIP Financing Agreement, it will have sufficient cash to fund its projected operating costs during the proposed stay extension period.

37. Harte Gold has continued to act in good faith and with due diligence in these CCAA Proceedings.

***Monitor's Power Expansion***

38. Harte Gold is seeking the issuance of the Monitor's Expanded Power Order to enhance the Monitor's powers as they relate to the ResidualCos, including,

- (a) take any and all actions and steps, and execute all documents and writings, on behalf of, and in the name of the ResidualCos. in order to facilitate the performance of their obligations, including as contemplated by the Second Amended and Restated Subscription Agreement;

- (b) exercise any powers which may be properly exercised by any board of directors of the ResidualCos.; and, ultimately,
- (c) assign the ResidualCos. or cause the ResidualCos. to be assigned into bankruptcy upon completion of the 833 Transactions.

39. No person will be appointed to act as an officer or director of the ResidualCos making it logical and cost-effective to enhance the Monitor's powers to take additional steps for completion of the 833 Transactions and other steps related to the wind-down of these CCAA Proceedings.

***Other Grounds***

40. The provisions of the CCAA, including s. 11, s. 11.02 and s. 36 thereof, and the inherent and equitable jurisdiction of this Honourable Court;

41. The provisions of the Rules of Civil Procedure, RRO 1990, Reg. 194, including rules 2.03, 3.02 and 37 thereof; and

42. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Other Grounds**

43. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of this application:

- (a) the Affidavit of Frazer Bouchier, sworn January 24, 2022 and the exhibits attached thereto;
- (b) the Second Report of the Monitor, to be filed; and
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

January 24, 2022

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**Lawyers for the Applicant**

## SCHEDULE "A"

### Zoom Particulars

Join Zoom Meeting

<https://us06web.zoom.us/j/87897967068>

Meeting ID: 878 9796 7068

One tap mobile

+13462487799,,87897967068# US (Houston)

+16465189805,,87897967068# US (New York)

Dial by your location

+1 346 248 7799 US (Houston)

+1 646 518 9805 US (New York)

+1 646 876 9923 US (New York)

+1 213 338 8477 US (Los Angeles)

+1 312 626 6799 US (Chicago)

Meeting ID: 878 9796 7068

Find your local number: <https://us06web.zoom.us/j/87897967068>



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

Proceeding commenced at Toronto

**NOTICE OF MOTION**

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# TAB 2

**ONTARIO  
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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

(Applicant)

**AFFIDAVIT OF FRAZER BOURCHIER  
(Sworn January 24, 2022)**

I, Frazer Bouchier, of the City of Aurora, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President and Chief Executive Officer of Harte Gold Corp. ("**Harte Gold**" or the "**Company**") and a member of its board of directors. I have occupied such positions since September 21, 2020.

2. In this capacity, I am responsible for overseeing the operations of Harte Gold, its liquidity management and, ultimately, for assisting it in its restructuring process. As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. The facts stated in this Affidavit are based on my personal knowledge of Harte Gold and its business and affairs, my review of its books and records, press releases and public filings, as well as information received from other individuals, including the Company's legal advisors and the Monitor (as defined below). Where I have relied upon information from others, I have stated the source of such information and I believe the information to be true.

3. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated. All capitalized terms not otherwise defined herein have the meaning ascribed to them in my affidavit sworn on December 6, 2021 (the "**Initial Application Affidavit**"). A copy of the Initial Application Affidavit (without exhibits) is attached hereto as **Exhibit "A"**.

## I. ORDER SOUGHT

4. This Affidavit is sworn in support of a motion (the “**Motion**”) by Harte Gold returnable before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on January 28, 2022 for the issuance of:

- (a) an order (the “**Approval and Reverse Vesting Order**”), among other things:
  - (i) approving the transactions (collectively, the “**833 Transactions**”) contemplated in the Second Amended and Restated Subscription Agreement entered into between 1000025833 Ontario Inc. (“**833 Ontario**”), as investor, Silver Lake Resources Limited (“**Silver Lake**”), as guarantor, and Harte Gold, as issuer, on January 19, 2022 (the “**Second Amended and Restated Subscription Agreement**”), and authorizing and directing Harte Gold to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the 833 Transactions;
  - (ii) granting a release favour of Harte Gold’s directors, officers and advisors, the Monitor and its advisors and 833 Ontario and its directors, officers and advisors as described in detail below; and
  - (iii) extending the Stay Period (as defined below) until March 29, 2022; and
- (b) an order (the “**Monitor’s Expanded Powers Order**”) enhancing the Monitor’s powers as they relate to the ResidualCos. (as defined below).

## II. BACKGROUND

5. On December 7, 2021, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted in favour of Harte Gold an Initial Order (the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), which, among other things:

- (a) declared that Harte Gold was a debtor company to which the CCAA applies;
- (b) stayed all proceedings and remedies taken or that might be taken against or in respect of Harte Gold, any of its Property (as defined below) or business, or its

director and officers, except as otherwise set forth in the Initial Order or as otherwise permitted by law (the “**Stay**”), for an initial period of ten (10) days in accordance with the CCAA (the “**Stay Period**”);

- (c) appointed FTI Consulting Canada Inc. (“**FTI**” or the “**Monitor**”) as the monitor of Harte Gold in these proceedings (the “**CCAA Proceedings**”);
- (d) approved the execution by Harte Gold of a DIP Facility Loan Agreement (the “**DIP Financing Agreement**”) entered into with 833 Ontario on December 6, 2021 pursuant to which 833 Ontario agreed to advance to Harte Gold a total amount of up to \$10.8 million (the “**DIP Facility**”) during these CCAA Proceedings, of which an initial amount of \$400,000 could be advanced to Harte Gold during the initial 10-day Stay Period (the “**Initial Advance**”), and ordered the establishment of a priority charge in favour of 833 Ontario against the assets, property and undertakings of Harte Gold (the “**Property**”) in order to secure Harte Gold’s obligations under the DIP Financing Agreement (the “**DIP Lender’s Charge**”);
- (e) ordered the establishment of an “**Administration Charge**” against the Property in an initial amount of \$500,000, as security for the payment of the professional fees and disbursements incurred and to be incurred by the Monitor, counsel to the Monitor, counsel to Harte Gold and counsel to Harte Gold’s directors and officers, in connection with the CCAA Proceedings both before and after the making of the Initial Order; and
- (f) ordered the establishment of a “**Directors Charge**” against the Property in a maximum amount of \$2,400,000 in favour of the directors and officers of Harte Gold, as security for Harte Gold’s obligation to indemnify such directors and officers for obligations and liabilities they may incur in such capacities after the commencement of the CCAA Proceedings, including with respect to employee vacation pay which may have accrued prior to the commencement of these CCAA Proceedings but which may become due and payable after the commencement of these proceedings, except to the extent that such obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

6. On December 16, 2021, the Court granted an order which, among other things:
  - (a) extended the Stay Period until December 21, 2021;
  - (b) increased the amounts which could be borrowed by Harte Gold under the DIP Financing Agreement by \$2,100,000, which, together with the other obligations of Harte Gold under the DIP Financing Agreement would be secured by the DIP Charge; and
  - (c) adjourned the hearing on the balance of the relief sought in Harte Gold's Initial Application to December 20, 2021.
  
7. On December 20, 2021, the Court granted the following orders as part of Harte Gold's CCAA Proceedings:
  - (d) an Amended and Restated Initial Order (the "**ARIO**"), which, among other things:
    - (i) extended the Stay Period until January 31, 2022;
    - (ii) increased the amounts which could be borrowed by Harte Gold under the DIP Financing Agreement to \$10,800,000, which, together with the other obligations of Harte Gold under the DIP Financing Agreement, would be secured by the DIP Charge; and
    - (iii) increased the amount of the Administration Charge to \$1,500,000;
  - (e) a SISP Approval Order (the "**SISP Order**"), which, among other things:
    - (i) approved, *nunc pro tunc*, Harte Gold's execution of the Amended and Restated Subscription Agreement (the "**First Amended and Restated Subscription Agreement**") with 833 Ontario and Silver Lake, pursuant to which 833 Ontario agreed to act as a "*stalking horse bidder*" in the context of a sale and investment solicitation process (the "**SISP**") to be undertaken within the CCAA Proceedings;
    - (ii) authorized Harte Gold to use the First Amended and Restated Subscription Agreement as a "stalking horse bid" in the SISP; and

- (iii) approved the conduct of the SISP by Harte Gold, with the assistance of the Monitor, in accordance with the procedures attached to the SISP Order (the “**SISP Procedures**”).

8. Copies of the ARIO and SISP Order (including the SISP Procedures) are attached hereto as **Exhibit “B”** and **Exhibit “C”**, respectively.

9. As further discussed in detail in the Initial Application Affidavit, the CCAA Proceedings were commenced by Harte Gold following various efforts over the past few years and, most recently, over the course of the past several months, to improve its liquidity, including through a restructuring or refinancing of its debt obligations.

10. On December 6, 2021, after having conducted a six (6) month strategic review process and a pre-filing sale and investment solicitation process, Harte Gold determined that the best path to maximize value for stakeholders and preserve the Company as a going-concern was to enter into a subscription agreement with 833 Ontario (the “**Initial Subscription Agreement**”), whereby 833 Ontario agreed to:

- (a) act as a “stalking horse bidder” in the context of a SISP to be undertaken by Harte Gold within the CCAA Proceedings; and
- (b) if determined to be the “Successful Bidder” in the context of the SISP, to subscribe for and purchase from Harte Gold, 100 common shares in the capital of Harte Gold (the “**Subscribed Shares**”), on the terms and conditions set out in the Initial Subscription Agreement, with the existing equity interests in Harte Gold being cancelled on Closing such that 833 Ontario would become the sole shareholder of Harte Gold.

11. On the next day, Harte Gold commenced these CCAA Proceedings, and obtained the Initial Order.

12. On December 13, 2021, prior to the comeback hearing scheduled for December 16, 2022, Appian Natural Resources Fund II, 2729992 Ontario Corp., ANR Investments B.V., ANR Investments 2 B.V. and AHG (Jersey) Limited (collectively, the “**Appian Parties**”) filed a Notice of Cross Motion (the “**Appian Cross Motion**”) seeking the issuance of an order declining to approve Harte Gold’s execution of the Initial Subscription Agreement and, instead, approving a proposed subscription agreement in which ANR Investments 2 B.V. (“**ANR 2**”) would act as the

“stalking horse bidder” in the context of a revised version of a SISP to be undertaken by Harte Gold within the CCAA Proceedings.

13. On December 15, 2021, after several days of negotiations and in accordance with Section 9.9 of the Initial Subscription Agreement and with the prior consent of the Monitor, Harte Gold executed an amended and restated version of the Subscription Agreement (the “**First Amended and Restated Subscription Agreement**”). The First Amended and Restated Subscription Agreement included an increased subscription price in consideration for the Subscribed Shares, including a mechanism which would allow the payment, in cash (as opposed to payment in Silver Lake Shares as was contemplated in the Initial Subscription Agreement), at Closing, of all of Harte Gold’s obligations to AHG under the Appian Facility Agreement entered into between Harte Gold, as borrower, and AHG, as lender, on August 28, 2020 (the “**Appian Facility Agreement**”), provided that such obligations were properly secured against the Property of Harte Gold.

14. On the same date, in light of the revised terms set out in the First Amended and Restated Subscription Agreement, the Appian Parties withdrew the Appian Cross Motion and advised Harte Gold and the Monitor that they would not oppose the Court’s approval of Harte Gold’s execution of the First Amended and Restated Subscription Agreement and the use thereof as a “stalking horse bid” in the context of the SISP.

15. On December 20, 2021, the Court granted the ARIO and the SISP Order, among other things, approving the First Amended and Restated Subscription Agreement as the “stalking horse bid” in the SISP. Following the issuance of the SISP Order, Harte Gold, with the assistance of the Monitor, commenced the SISP in accordance with the SISP Procedures.

16. The only bid submitted in the SISP prior to the Bid Deadline of January 14, 2022, other than the First Amended and Restated Subscription Agreement, was a bid from ANR 2 in the form of a Subscription Agreement (the “**Appian Subscription Agreement**”).

17. The Appian Subscription Agreement was determined to be a “Qualified Bid” and, therefore, an auction (the “**Auction**”) was scheduled to take place on January 19, 2022.

18. In the days following such determination, numerous discussions were respectively held between Harte Gold’s legal advisors, the Monitor, 833 Ontario, Silver Lake and the Appian Parties during which 833 Ontario, Silver Lake and the Appian Parties requested that the Company and



the Monitor postpone the Auction. These discussions are further described in Section III E of this Affidavit.

19. Ultimately, these discussions led to the resolution between 833 Ontario, Silver Lake and the Appian Parties of certain disputes among them pertaining to Appian's claims and other interests in Harte Gold, which, in turn, led to the cancellation of the Auction and the execution of the Second Amended and Restated Subscription Agreement, which provided for the same consideration for Harte Gold's business as was provided by the Appian Subscription Agreement.

20. Harte Gold now seeks the issuance of an order by this Court approving the Second Amended and Restated Subscription Agreement and the transactions contemplated thereunder (i.e. the 833 Transactions).

### **III. DESCRIPTION OF HARTE GOLD'S SOLICITATION EFFORTS**

#### **A. The Pre-Filing Strategic Process**

21. As further detailed in the Initial Application Affidavit, Harte Gold announced on May 13, 2021 that it would be initiating a strategic review process to explore, review and evaluate a broad range of alternatives focused on ensuring its financial liquidity and to fund accelerated life-of-mine capital.

22. As part of these initiatives, Harte Gold engaged Scotiabank to assist in generating and evaluating various financing and strategic alternatives with potential investors and engaged certain other U.S. based advisors to evaluate potential debt and equity financing solutions including, but not limited to, a refinancing of its senior credit facilities. However, no viable transaction was identified at that time.

23. On June 8, 2021, Harte Gold's board of directors established a "Strategic Committee" composed of Joseph Conway, Douglas Cater and Geoffrey Cohen to oversee, evaluate and review possible transactions and to bring forward its recommendations to Harte Gold's board of directors. On July 19, 2021, Geoffrey Cohen resigned as a director of Harte Gold.

24. In late June 2021, as part of its strategic review Harte Gold, with the assistance of FTI, commenced a sale and investment solicitation process (the "**Pre-Filing Strategic Process**"). Harte Gold's board of directors established a "Special Committee" composed of Joseph Conway

and Douglas Cater, both independent directors, to assist management in navigating the Pre-Filing Strategic Process.

25. As part of the Pre-Filing Strategic Process:

- (a) Harte Gold and FTI assembled a list of approximately two hundred and forty-one (241) potential buyers and investors;
- (b) Harte Gold and FTI prepared and sent a “teaser” (the “**Teaser**”) to all of the above potential buyers and investors on or about July 6, 2021 and thereafter to an additional five (5) interested parties that subsequently contacted Harte Gold or FTI about the opportunity;
- (c) all potential buyers and investors were advised that a deadline of August 13, 2021 was set as the date for the submission of non-binding expressions of interest (the “**NBIO Bid Deadline**”);
- (d) in total, thirty-one (31) interested parties executed confidentiality agreements, or had already executed confidentiality agreements earlier in the Pre-Filing Strategic Process, and twenty-eight (28) of these interested parties accessed a virtual data room set up by FTI in order to perform their due diligence;
- (e) four (4) non-binding expressions of interest were received by the NBIO Bid Deadline; and
- (f) a deadline of September 23, 2021 was set for the submission of binding offers (the “**Binding Offer Deadline**”).

26. Despite extensive solicitation efforts, no binding bid was ultimately submitted by the Binding Offer Deadline of September 23, 2021.

27. However, discussions continued with a number of parties regarding a potential transaction following the Binding Offer Deadline. Direct discussions between BNP Paribas (“**BNPP**”), Harte Gold’s then senior secured lender, and a number of interested parties, including the Appian Parties, also took place relating to potential restructuring options for Harte Gold’s business.

## **B. Harte Gold's Execution of the Initial Subscription Agreement**

28. On November 19, 2021, Harte Gold was advised that BNPP and Cue Minerals PTY limited (a wholly-owned subsidiary of Silver Lake) ("**Cue Minerals**") had entered into an assignment agreement (the "**BNPP Assignment Agreement**") pursuant to which Cue Minerals, on behalf of 833 Ontario, had acquired all of BNPP's rights and obligations under the Amended and Restated Credit Agreement entered into between Harte Gold, as borrower, and BNPP, as lender, on August 28, 2020 (as amended on December 11, 2020, June 8, 2021 and November 17, 2021, the "**BNPP Credit Agreement**"), as well as under the related credit documents, in respect of the "BNPP Debt Facilities" - which consist of the non-revolving term loan and the revolving term credit facility made available to Harte Gold under the BNPP Credit Agreement. BNPP's rights under the hedge program under the BNPP Credit Agreement were not assigned to Cue Minerals.

29. On the same day that the BNPP Assignment Agreement was entered into, Silver Lake advised Harte Gold and FTI of its interest to acquire Harte Gold's business and operations by way of a credit-bid of its affiliates' loan and to provide Harte Gold with interim financing in connection with any proceedings under the CCAA.

30. On November 22, 2021, after the issuance of a press release by Harte Gold announcing the assignment of BNPP's rights and obligations under the BNPP Credit Agreement and related credit documents to Cue Minerals, Harte Gold received an offer from the Appian Parties to acquire its business and operations, as well as an offer to provide interim financing.

31. Given such interest in Harte Gold's business and assets, Harte Gold and FTI informed both Cue Minerals (now 833 Ontario) and the Appian Parties (and their respective advisors) that:

- (a) given the circumstances, and in order to maximize the value of its business and assets, Harte Gold believed that, notwithstanding the Pre-Filing Strategic Process, it would be appropriate to undertake a further sale and investment solicitation process (i.e. the SISP) under the supervision of this Court with the benefit of a "stalking horse bid" to establish a baseline consideration for Harte Gold's business and assets;
- (b) interim financing would be required to fund, *inter alia*, continued operations, the SISP and the CCAA Proceedings; and

- (c) given Harte Gold's liquidity issues, time was of the essence for completing any transaction.

32. As both 833 Ontario and Appian expressed a desire to become the stalking horse bidder and DIP lender in these CCAA Proceedings, Harte Gold, with assistance of its financial and legal advisors, engaged in parallel negotiations in the following weeks with each of 833 Ontario and Appian on a proposed stalking horse bid and DIP facility in an effort to secure the best offer possible from both parties.

33. On December 5, 2021, after careful consideration of the proposals submitted by each of 833 Ontario and the Appian Parties, Harte Gold's board of directors, in exercising its business judgment, in consultation with FTI, ultimately decided to approve Harte Gold's execution of:

- (a) the Initial Subscription Agreement proposed by 833 Ontario; and
- (b) the DIP Financing Agreement also proposed by 833 Ontario.

**C. Harte Gold's Execution of the First Amended and Restated Subscription Agreement**

34. On December 9, 2021, two (2) days after this Court granted the Initial Order, the Appian Parties advised Harte Gold and the Monitor that, while they would not oppose the DIP facility proposed by 833 Ontario, they would, however, oppose the approval of the Initial Subscription Agreement as the stalking horse bid and intended to seek to have their own bid approved as the stalking horse bid in the revised SISP.

35. Accordingly, on the same date, the Appian Parties submitted to Harte Gold and the Monitor a revised stalking horse bid proposal in the form of a revised subscription agreement (the "**December 9, 2021 Revised Appian Proposal**"), which contemplated the following:

- (a) a payment, in cash, of all priority payables;
- (b) a payment, in cash, of Harte Gold's debt obligations under the BNPP Credit Agreement;
- (c) the "assumption" and "maintenance" of all of Harte Gold's obligations under the Appian Facility Agreement, the Appian Financing Agreement as well as under the offtake agreements and royalty agreements to which Harte Gold is party to; and

- (d) the “assumption”, “maintenance” and ultimately payment in cash of all cure costs relating to retained contracts and all of Harte Gold’s pre-filing trade debts, without imposing any limit thereon.

36. On December 11, 2021, Appian submitted to Harte Gold and to the Monitor a revised version of the December 9, 2021 Revised Appian Proposal (the “**December 11, 2021 Revised Appian Proposal**”, collectively with the December 9, 2021 Revised Appian Proposal, the “**Revised Appian Proposals**”). The December 11, 2021 Revised Appian Proposal, at the request of the Monitor, clarified certain elements of the December 9, 2021 Revised Appian Proposal, and imposed certain conditions that would need to be met for any offer submitted in the SISP to be considered a “Superior Offer”.

37. 833 Ontario/Silver Lake were advised by Harte Gold and the Monitor of the Revised Appian Proposals in advance of the comeback hearing and on December 14, 2021, 833 Ontario submitted the First Amended and Restated Subscription Agreement to Harte Gold and the Monitor, a copy of which is attached hereto as **Exhibit “D”**. The First Amended and Restated Subscription Agreement provided for:

- (a) a significant increase in the Subscription Price payable by 833 Ontario, in consideration for the Subscribed Shares as a result of 833 Ontario committing to assume and retain certain additional contracts upon closing, such as Harte Gold’s offtake and royalty agreements, including those entered into with the Appian Parties (such agreements, the “**Appian NSRs**”); and
- (b) a mechanism whereby, if declared the “Successful Bidder” in accordance with the SISP Procedures, Silver Lake would issue to the Monitor, in advance of the Closing, in escrow, a number of shares in the share capital of Silver Lake (the “**Silver Lake Shares**”), equal to the value of all properly perfected and secured obligations owing under the Appian Facility Agreement, with the intent that the shares would be sold prior to closing to permit such amount to be paid in full in cash on the Closing Date.

38. On December 15, 2021, given the increased consideration offered as part of the First Amended and Restated Subscription Agreement, and after obtaining the consent of the Monitor to amend the Initial Subscription Agreement in accordance with Section 9.9 thereof, Harte Gold’s

board of directors approved Harte Gold's execution of such First Amended and Restated Subscription Agreement.

39. On the same date, after being informed that Harte Gold had entered into the First Amended and Restated Subscription Agreement, the Appian Parties advised Harte Gold and the Monitor that, in light of the terms and conditions of the First Amended and Restated Subscription Agreement, the Appian Parties were withdrawing their Cross Motion and would not oppose the Court's approval of Harte Gold's execution of the First Amended and Restated Subscription Agreement as part of the SISP Order.

40. On December 20, 2021, this Court granted, in addition to the ARIO, the SISP Order which approved, *nunc pro tunc*, Harte Gold's execution of the First Amended and Restated Subscription Agreement as well as the conduct by Harte Gold (with the assistance of the Monitor) of the SISP in accordance with the SISP Procedures.

#### **D. The Conduct of the SISP**

41. Following the commencement of the CCAA Proceedings and the approval by this Court of the SISP and the related SISP Procedures, Harte Gold, with the assistance of the Monitor, conducted the SISP in accordance with the following milestones contained in the SISP Procedures:<sup>1</sup>

<b>DATE</b>	<b>MILESTONE</b>
By no later than 1 day following the issuance by the Court of the SISP Order	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time)	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to	Hearing of the Approval Motion

<sup>1</sup> All capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed to them in the SISP Procedures.

DATE	MILESTONE
proceed with an Auction in accordance with paragraph 21 of the SISP Procedures	

42. As such, in accordance with the SISP Procedures:

- (a) the Monitor provided the Solicitation Notice to forty-four (44) Known Potential Bidders (other than 833 Ontario and the Appian Parties). In addition, the Solicitation Notice was provided two (2) additional parties that were not Known Potential Bidders who contacted the Monitor regarding the SISP (together with the Known Potential Bidders, the “**Potential Interested Parties**”); and
- (b) the SISP Order and the SISP Procedures were posted on the Monitor’s website on December 20, 2021;
- (c) Harte Gold issued the SISP Press Release on December 20, 2021.

43. None of the Potential Interested Parties signed an NDA or requested access to the Data Room and forty-one (41) of them confirmed prior to the Bid Deadline that they would not be submitting a Bid.

44. Ultimately, the only other party which submitted a Bid by the Bid Deadline was ANR 2 (i.e. the Appian Subscription Agreement) which was determined, in accordance with paragraph 19 of the SISP Procedures, to be a “Qualified Bid” by Harte Gold, in consultation with the Monitor, on January 17, 2022. A copy of the Appian Subscription Agreement is attached hereto as **Exhibit “E”**.

45. The circumstances which led to the submission of the Appian Subscription Agreement and, ultimately, the execution of the Second Amended and Restated Subscription Agreement are further discussed in detail below.

**E. Harte Gold’s Execution of the Second Amended and Restated Subscription Agreement**

46. On January 7, 2022, a conference call was held between the respective counsel for the Appian Parties, Harte Gold and the Monitor. During this conference call, counsel for the Appian Parties requested confirmation regarding change of control repurchase obligations (the “**Change of Control Issue**”) of Harte Gold in respect of one of the net smelter royalties held by 2729992

Ontario Corp. (an affiliate of Appian) (the “**Appian NSRs**”). Such request for confirmation was relayed to counsel for Silver Lake and 833 Ontario.

47. On January 13, 2022, the Monitor discussed the confirmation requested by the Appian Parties with respect to the Change of Control Issue with counsel for Silver Lake and 833 Ontario. Counsel to Silver Lake and 833 Ontario advised that their clients were not taking the position that the Appian Parties were concerned about the Change of Control Issue, and the Monitor subsequently advised counsel to the Appian Parties of same.

48. However, later that same day, the Appian Parties advised counsel for Harte Gold and the Monitor that a written confirmation regarding the Change of Control Issue would be required from 833 Ontario and Silver Lake. As such, counsel to the Monitor circulated a proposed form of written confirmation in this regard to counsel to Silver Lake and 833 Ontario.

49. On January 14, 2022, counsel for 833 Ontario and Silver Lake advised the Monitor that they had come to an agreement in principle with the Appian Parties regarding the Change of Control Issue, such that they believed that a written confirmation was unnecessary.

50. However, counsel to the Appian Parties later advised the Monitor that the requested written confirmation above was necessary and had still not been provided. Subsequently, at 4:53 p.m. on the Bid Deadline, ANR 2 submitted a bid (i.e. the Appian Subscription Agreement) to acquire Harte Gold.

51. No other party submitted any bid.

52. On January 17, 2022, after review of the Appian Subscription Agreement, the Monitor advised ANR 2 that the Appian Subscription Agreement constituted a “Qualified Bid” pursuant to the SISP Procedures and, in accordance with the SISP Procedures, issued a notice (the “**Auction Notice**”) to ANR 2 and 833 Ontario (as well as their respective counsel) advising that, given the reception of this “Qualified Bid”, the Auction) would be held on January 19, 2022. A copy of the Appian Subscription Agreement was attached to the Auction Notice. A copy of the Auction Notice is attached hereto as **Exhibit “F”**.

53. Following receipt of the Auction Notice, Harte Gold and the Monitor were informed by 833 Ontario and the Appian Parties that:



- (a) 833 Ontario, Silver Lake and the Appian Parties had been in discussions with a view to settling matters related to the Appian NSRs between them prior to the Bid Deadline;
- (b) while an agreement in principle had been reached between 833 Ontario/Silver Lake and the Appian Parties prior to the Bid Deadline, these parties had not been able to execute a binding agreement before such Bid Deadline;
- (c) the Appian Parties submitted the Appian Subscription Agreement to the Monitor prior to the Bid Deadline pending finalization of a binding agreement with 833 Ontario; and
- (d) it was the preference of the Appian Parties that Harte Gold finalize an agreement with 833 Ontario/Silver Lake that reflected the terms of the agreement between the Appian Parties and 833 Ontario/Silver Lake, and that such agreement be declared as the “Successful Bid” in the SISP.

54. Accordingly, both 833 Ontario/Silver Lake and the Appian Parties requested that:

- (a) the Auction be postponed to January 20, 2022; and that
- (b) Harte Gold and Monitor allow 833 Ontario/Silver Lake and the Appian Parties to continue their discussions without the presence of the Monitor. In this regard, 833 Ontario/Silver Lake confirmed to the Monitor that it would not participate in any Auction or submit any other bid in the context of the SISP unless this request was granted.

55. The above requests were carefully considered by Harte Gold, its counsel and the Monitor. Ultimately, it was determined that in the circumstances, it was reasonable and appropriate to grant such requests.

56. Accordingly, on January 18, 2022, Harte Gold and the Monitor advised 833 Ontario/Silver Lake and the Appian Parties that the Auction would be postponed until January 20, 2022, as permitted under the terms of the SISP Procedures.

57. That same day, after numerous discussions between the parties, 833 Ontario/Silver Lake and the Appian Parties informed Harte Gold and the Monitor that: (a) they had executed a

settlement agreement which effectively resolved the issues between 833 Ontario/Silver Lake and the Appian Parties, conditional on 833 Ontario's bid being declared the Successful Bidder, and that (b) as part of such settlement agreement, the Appian Parties would support 833 Ontario's bid. As such, 833 Ontario/Silver Lake and the Appian Parties advised the Monitor that they would not participate in an Auction.

58. Harte Gold and the Monitor advised 833 Ontario/Silver Lake and the Appian Parties, however, that the bid contemplated under 833 Ontario's First Amended and Restated Subscription Agreement could not be the "Successful Bid", since the Appian Subscription Agreement provided for various improvements over 833 Ontario's First Amended and Restated Subscription Agreement, including the assumption of Harte Gold's head office lease.

59. In response, counsel to 833 Ontario/Silver Lake and the Appian Parties reiterated that neither of them would participate in any Auction, and counsel to 833 Ontario/Silver Lake advised Harte Gold and the Monitor that it would not submit an "Overbid" to the Appian Subscription Agreement.

60. In these circumstances, Harte Gold and the Monitor informed 833 Ontario/Silver Lake and the Appian Parties that they would only potentially consider declaring 833 Ontario as the Successful Bidder if 833 Ontario submitted a revised bid on terms that were at least substantially equivalent to those in the Appian Subscription Agreement. As such, Harte Gold, the Monitor, 833 Ontario and Silver Lake engaged in discussions about 833 Ontario and Silver Lake potentially submitting an enhanced bid that would at least be equivalent to the terms set forth in the Appian Subscription Agreement.

61. On January 19, 2022, the Appian Parties and 833 Ontario each, respectively, sent letters to the Monitor (the "**January Letters**"), copies of which are attached hereto at **Exhibit "G"** and **Exhibit "H"** stating the following:

- (a) 833 Ontario and Silver Lake had reached a resolution with the Appian Parties with respect to certain disputes between them pertaining to the Appian Parties' secured claims and other interests in Harte Gold pursuant to a settlement agreement between them;

- (b) 833 Ontario would be submitting a new bid pursuant to the Second Amended and Restated Subscription Agreement providing for consideration matching that provided under the Appian Subscription Agreement;
- (c) the Appian Parties supported Harte Gold moving forward with the Second Amended and Restated Subscription Agreement rather than their own bid under the Appian Subscription Agreement; and
- (d) 833 Ontario/Silver Lake and the Appian Parties irrevocably confirmed that neither of them would participate in any Auction.

62. On the same date, following the aforementioned discussions, 833 Ontario and Silver Lake delivered to Harte Gold and to the Monitor the Second Amended and Restated Subscription Agreement, which provided for the following improved terms in comparison with the First Amended and Restated Subscription Agreement:

- (a) the designation of the lease between Harte Gold, as tenant, and CT Tower Investment Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario, as a “Retained Contract” and the assumption or retention of Harte Gold’s liabilities thereunder;
- (b) the amendment of the definition of “Assumed Liabilities” to: (i) specify that the \$10 million Cure Cost and Pre-Filing Trade Amount Cap (previously set out in the First Amended and Restated Subscription Agreement) will not apply to “Post-Filing Trade Amounts” (as defined in the Second Amended and Restated Subscription Agreement), which shall be specifically assumed as part of the 833 Transactions; and to (ii) provide that any amounts or obligations owing by Harte Gold to any of the Appian Parties (including under royalty agreements entered into with the Appian Parties) will be subject to the settlement agreement between 833 Ontario, Silver Lake and the Appian Parties; and
- (c) the undertaking to pay an additional cash deposit in an amount of US\$1,693,658.72, equivalent to approximately 5% of the Appian Indebtedness (as defined in the Second Amended and Restated Subscription Agreement), to be paid by 833 Ontario from the proceeds resulting from the sale of the Share Deposit.

63. The Appian Parties also agreed that if the Second Amended and Restated Subscription Agreement was the “Successful Bid” then the Appian Subscription Agreement would serve as the “Back-Up Bid”. The deposit of \$6,115,000 delivered by the Appian Parties in connection with the Appian Subscription Agreement would continue to be held by the Monitor pursuant to and in accordance with the SISP Procedures. The Appian Parties also agreed to provide the contractual release provided for in the Appian Subscription Agreement.

64. Following careful consideration of the available options, Harte Gold, in consultation with, and based on the recommendation of, the Monitor and Harte Gold’s counsel, determined that it was in Harte Gold’s and its stakeholders’ best interest to cancel the Auction and declare the Second Amended and Restated Subscription as the “Successful Bid” under the SISP. Agreement.

65. In making this decision, Harte Gold, considered the following, among other things:

- (a) 833 Ontario/Silver Lake and the Appian Parties had provided an irrevocable confirmation that neither of them would be participating in any Auction, as set out in the January Letters;
- (b) even if an Auction was to be held, there would be no bid superior to the Appian Subscription Agreement as set out in the January Letters;
- (c) 833 Ontario’s Second Amended and Restated Subscription Agreement provided an increased consideration to match the consideration offered under the Appian Subscription Agreement, which would ultimately benefit Harte Gold and its creditors and other stakeholders;
- (d) the Appian Parties supported the approval of 833 Ontario’s Second Amended and Restated Subscription Agreement, while agreeing to have the Appian Subscription Agreement be used as a “Back-Up Bid”;
- (e) seeking the approval of the Appian Subscription Agreement over the likely objection of 833 Ontario/Silver Lake (and potentially the Appian Parties) would provide no benefit to Harte Gold and its stakeholders given the matching bid by 833 Ontario and Silver Lake and would likely result in protracted litigation which would ultimately cause, uncertainty, delays and costs;

- (f) seeking approval of the Second Amended and Restated Subscription Agreement provided significant recovery for Harte Gold’s stakeholders, with most creditors receiving recovery in full and moving forward with the transaction provided certainty for Harte Gold and its stakeholders; and
- (g) pursuant to Section 33 of the SISP Procedures, Harte Gold had the authority to modify and amend the SISP with the consent of the Monitor, which was provided in the circumstances.

66. Shortly prior to 1 a.m. on January 20, 2022, 833 Ontario, Silver Lake and Harte Gold executed the Second Amended and Restated Subscription Agreement, which enhanced the First Amended and Restated Subscription Agreement to match the Appian Subscription Agreement on the terms described above.

#### IV. RELIEF SOUGHT

##### A. Approval of the Second Amended and Restated Subscription Agreement

67. As at the date of this Affidavit, the highest and best offer in respect of Harte Gold’s business and/or assets is the offer made by 833 Ontario under the Second Amended and Restated Subscription Agreement. A copy of the Second Amended and Restated Subscription Agreement is attached hereto as **Exhibit “I”**. A redlined version highlighting the changes made against the First Amended and Restated Subscription Agreement is attached hereto as **Exhibit “J”**. The Second Amended and Restated Subscription Agreement is summarized below:<sup>2</sup>

Key Terms	Second Amended and Restated Subscription Agreement
Investor	833 Ontario
Guarantor	Silver Lake
Purchased Assets	The Subscribed Shares, which represent all of the equity interests in Harte Gold
Purchase Price	Purchase price equal to the following:  (a) <u>Cash Consideration</u> : A cash payment in an amount required to pay:  (i) all claims ranking in priority to, or <i>pari passu</i> with, the amounts owing to the lenders under the BNPP Credit Agreement (including,

<sup>2</sup> All capitalized terms in this paragraph shall have the meaning ascribed to them in the Subscription Agreement.

Key Terms	Second Amended and Restated Subscription Agreement
	<p>for greater certainty, all professional fees, costs and expenses secured by the Administration Charge, but excluding the amounts owing under the DIP Term Sheet), plus</p> <p>(ii) the value of all properly perfected and secured amounts and obligations owing by the Company to AHG under the Appian Facility Agreement as of the Closing Date (the “<b>Appian Indebtedness</b>”), plus</p> <p>(iii) the amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo. 1 and ResidualCo. 2 upon completion of the Transactions;</p> <p>(b) <u>Credit Bid Consideration</u>: An amount equivalent to all amounts and obligations owing by the Company to the Investor under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet, which the Investor shall cause the release thereof in favour of the Company at Closing;</p> <p>(c) <u>Assumed Liabilities</u>: An amount equivalent to the Assumed Liabilities which the Investor shall cause the Company to retain, on the Closing Date. Assumed Liabilities means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in <b>Schedule "H"</b> (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts and Pre-Filing Trade Amounts, up to a maximum aggregate amount of \$10,000,000 for such Cure Costs and such Pre-Filing Trade Amounts (the “<b>Cure Costs and Pre-Filing Trade Amount Cap</b>”); (d) the Excluded Liability Promissory Note and (e) all Post-Filing Trade Amounts. For greater certainty: (a) the royalties payable by the Company under the Retained Contracts shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap, provided that the royalties payable under the Appian Royalty Agreements and any other amounts payable to the Appian Parties shall be excluded from the calculation of the Cure Costs and Pre-Filing Trade Amount Cap; and (b) neither the Post-Filing Trade Amounts or any other amounts or obligations owing by the Company to any of the Appian Parties (including under the Appian Royalty Agreements) shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap.</p>

<b>Key Terms</b>	<b>Second Amended and Restated Subscription Agreement</b>
Deposit	<p><u>Cash Deposit</u>: \$100,000 payable within 2 days of the granting of the SISP Order and an amount of US\$1,693,658.72, which represents approximately five percent (5%) of the Appian Indebtedness, to be funded from the first available Share Proceeds.</p> <p><u>Share Deposit</u>: A number of Silver Lake Shares to be issued in the name of Harte Gold in a number equal to the amount of the Appian Indebtedness, divided by the VWAP of the Silver Lake Shares for the five (5) trading days prior to the Determination Date, payable no later than 5 days after the First Amended and Restated Subscription Agreement is determined or deemed to be the “Successful Bid” in accordance with the SISP Procedures.</p>
Transaction Structure	Reverse vesting structure
Employees	All employees except four (4) will be retained
Regulatory Approvals	No competition act approval required
Target Closing Date	February 18, 2022
Outside Date	March 31, 2022
Key Conditions to closing	<p>Key conditions include:</p> <p>The Court granting the Approval and Reverse Vesting Order</p>
Other	Upon Closing, Silver Lake and 833 Ontario shall provide and deliver a full and final release to the Company’s D&Os and other representatives, as well as to the Monitor and its legal counsel.

68. The execution of the Second Amended and Restated Subscription Agreement represents the culmination of an approximately seven (7) months of extensive solicitation efforts on the part of both Harte Gold and FTI, which occurred both prior to and after the commencement of the CCAA Proceedings. The pre-filing strategic process leading up to the commencement of the CCAA Proceedings was lengthy and extensive and, I believe, broadly canvassed the market of parties interested in Harte Gold’s business and assets. Additionally, as appears from the above, there was significant competitive tension between Silver Lake and the Appian Parties to be selected as the stalking horse bid and “Successful Bid”, which resulted in material improvements to the consideration paid under the transaction for the benefit of Harte Gold’s stakeholders.

69. The 833 Transactions contemplated in the Second Amended and Restated Subscription Agreement represents a very positive outcome for Harte Gold and its creditors and other stakeholders. The benefits of the transaction include the following:

- (a) based on the Subscription Price payable under the Amended and Restated Subscription Agreement, almost all of Harte Gold's secured and unsecured liabilities will either be assumed or paid in full; and
- (b) the completion of the transaction contemplated in the Second Amended and Restated Subscription Agreement will allow for Harte Gold to continue its operations as a going concern, resulting in: (i) all except four (4) of Harte Gold's employees preserving their employment and (ii) suppliers of goods and services being able maintain their business relationships with Harte Gold.

70. The 833 Transactions contemplated in the Second Amended and Restated Subscription Agreement have been structured to form a "reverse vesting" transaction. In essence, instead of providing for a traditional asset sale transaction where all purchased assets are purchased and transferred to the purchaser on a "free and clear" basis and all excluded assets, excluded contracts and excluded liabilities remain with the debtor company, the 833 Transactions provide for a share transaction whereby, essentially:

- (a) 833 Ontario will subscribe for and purchase new shares of Harte Gold who will, in turn, cancel and terminate all of its existing shares, so that 833 Ontario may become the sole shareholder of Harte Gold; and
- (b) all excluded contracts, excluded assets and excluded liabilities will be transferred and "vested out" to corporations to be incorporated by Harte Gold in advance of Closing, so that as to allow 833 Ontario to indirectly acquire Harte Gold's business and assets on a "free and clear" basis as well.

71. More specifically, if approved by this Court, the Second Amended and Restated Subscription Agreement provide for the following sequence to occur upon Closing (the "**Closing Sequence**"): <sup>3</sup>

- (a) First, 833 Ontario shall pay any unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, to be held in escrow by the Monitor, on behalf of Harte

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<sup>3</sup> All capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed to them in the Amended and Restated Subscription Agreement.



Gold, and the entire Cash Consideration, Shortfall Deposit and Share Proceeds shall be dealt with in accordance with this Closing Sequence;

- (b) Second, 833 Ontario shall cause Harte Gold to be released from all amounts and obligations owing to 833 Ontario under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), and under (ii) the DIP Financing Agreement;
- (c) Third, Harte Gold shall be deemed to: (i) transfer to 13699404 Canada Inc., a subsidiary of Harte Gold incorporated for the purpose of the 833 Transactions (“**ResidualCo. 1**”) the Excluded Assets and the Excluded Contracts, and (ii) transfer to 13699447 Canada Inc., also a subsidiary of Harte Gold incorporated for the purpose of the 833 Transactions (“**ResidualCo. 2**” and together with ResidualCo. 1, the “**ResidualCos.**”) the Excluded Liabilities, all pursuant to the Approval and Reverse Vesting Order, and Harte Gold shall issue the Excluded Assets and Contracts Promissory Note to ResidualCo. 1 and the Excluded Liability Promissory Note to ResidualCo. 2;
- (d) Fourth, all issued and outstanding shares of Harte Gold prior to Closing, as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of Harte Gold shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (e) Fifth, Harte Gold shall issue the Subscribed Shares and 833 Ontario shall subscribe for and purchase the Subscribed Shares, and the entire Cash

Consideration shall be released from escrow for the benefit of Harte Gold, but shall continue to be held by the Monitor in escrow on Harte Gold's behalf;

- (f) Sixth, to the extent that the amount of the proceeds resulting from the sale by the Monitor (or its agent) of the Silver Lake Shares is greater than the amount of the Appian Indebtedness, any such excess shall be released to Silver Lake; and
- (g) Seventh, Harte Gold shall satisfy the amount owing under the Excluded Assets and Contracts Promissory note and the Excluded Liability Promissory Note using the Cash Consideration and shall irrevocably direct the Monitor to cause such payment to be made from the Cash Consideration held by the Monitor, subject to the completion of all other steps in the Closing Sequence, although such amounts shall continue to be held by the Monitor on behalf of, respectively, ResidualCo. 1 and ResidualCo. 2.

72. The Second Amended and Restated Subscription Agreement was structured in this manner as Harte Gold maintains approximately twelve (12) material permits and licenses that are required to maintain its mining operations, twenty-four (24) active work permits and licenses that allow Harte Gold to perform exploration work on various parts of the Sugar Zone property as well as other forest resource licenses and fire Permits (collectively, the "**Permits and Licenses**"). Under a traditional asset sale transaction structure, some of these Permits and Licenses may be difficult to transfer to a purchaser and, to the extent that such transfer possible, the steps required to proceed with such transfer may likely result in additional delays and costs. The "reverse vesting" structure will allow Harte Gold to maintain all of its Permits and Licenses, without requiring any additional steps to transfer them to 833 Ontario.

73. The "reverse vesting" structure will also allow Harte Gold to maintain the mineral claims which are Retained Assets (as defined in the Second Amended and Restated Subscription Agreement), without needing to amend the various registrations filed in respect thereof in order to reflect a new owner, which will also reduce the costs in relation with the 833 Transactions.

74. I do not believe that completing the 833 Transactions under a "reverse vesting" structure will result in any material prejudice or impairment of any of Harte Gold's creditors rights that they would otherwise have under an asset sale transaction. The Second Amended and Restated Subscription Agreement maintains the rights that creditors would otherwise have in an asset sale transaction. For example, though no assignment of contracts is contemplated as part of the 833

Transactions, the Amended and Restated Subscription Agreement provides for the payment of all “Cure Costs” owing under the “Retained Contracts” (each as those terms are defined in the Second Amended and Restated Subscription Agreement).

75. Finally, I believe, based on my involvement with the Pre-Filing Strategic Process and SISP, that:

- (a) the process leading to the proposed 833 Transactions, which began in June 2021, was reasonable in the circumstances;
- (b) the Monitor was actively involved in the Pre-Filing Strategic Process and the SISP and was consulted by Harte Gold throughout;
- (c) Harte Gold’s secured creditors, which include BNPP, 833 Ontario and the Appian Parties, were each made aware of Harte Gold’s conduct of the Pre-Filing Strategic Process and of the SISP, and in fact, both 833 Ontario and Appian both submitted bids in the context of the Pre-Filing Strategic Process (with 833 Ontario’s latest bid, the Second Amended and Restated Subscription Agreement, being deemed to be the “Successful Bid” in accordance with the SISP Procedures);
- (d) the 833 Transactions, if approved by this Court, will result in a positive outcome for Harte Gold and its creditors and other stakeholders since, as previously mentioned, most of Harte Gold’s secured and unsecured liabilities will either be assumed or paid in full; and
- (e) the consideration to be received for the Subscribed Shares is reasonable and fair, taking into account their market value and the broad canvassing of the potentially interested parties during the Pre-Filing Strategic Process and the SISP.

**B. The Releases**

76. As set forth in the draft Approval and Reverse Vesting Order, Harte Gold also seeks the issuance of a court-ordered release (the “**Release**”) in favour of:

- (a) the present and former directors, officers, employees, legal counsel and advisors of Harte Gold and of ResidualCo. 1 and ResidualCo. 2;

- (b) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors; and
  - (c) the Investor, its directors, officers, employees, legal counsel and advisors,
- (collectively, the “**Released Parties**”).

77. The Release covers any and all present and future claims against the Released Parties based upon any fact, matter of occurrence in respect of the 833 Transactions or Harte Gold, its assets, business or affairs or administration of Harte Gold, except any claim for fraud or willful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

78. The Release is being sought, with the support of 833 Ontario, Silver Lake and the Appian Parties, in order to achieve certainty and finality for the Released Parties in the most efficient and appropriate manner given the current circumstances.

79. Harte Gold believes that the Release sought is appropriate, given the significant and material contributions of the Released Parties in connection with the 833 Transactions which implemented, as previously discussed, will allow for the payment or satisfaction of all of Harte Gold’s secured and unsecured liabilities, and will allow Harte Gold to continue its operations as a going concern, resulting in: (i) all except four (4) of Harte Gold’s employees preserving their employment and (ii) suppliers of goods and services will have the opportunity to maintain their business relationships with Harte Gold.

80. Harte Gold is also unaware of any statutory liabilities in respect of the Released Parties (particularly, the directors and officers of Harte Gold) and to date, no stakeholder of Harte Gold has made Harte Gold or the Monitor aware that they intend to assert a claim any of the Released Parties in respect of any claims covered by the Release.

81. Harte Gold and 833 Ontario both believe that the Release in the Approval and Reverse Vesting Order is an essential component to the 833 Transactions.

### **C. The Stay of Proceedings**

82. Under the ARIO, the Stay Period will expire on January 31, 2022. Additional time is required to complete the transactions contemplated under the Amended and Restated Subscription Agreement, if approved by the Court, or to determine the appropriate next steps if

the Court declines to approve same. An extension of the Stay Period is necessary to provide the stability required during that time.

83. The Amended and Restated Subscription Agreement provides for a “Target Closing Date” of February 18, 2022 and an “Outside Date” of March 31, 2022. Accordingly, Harte Gold requests that the Stay Period be extended until March 29, 2022. It should also be noted that the Stay Period will terminate in respect of Harte Gold upon closing of the 833 Transactions, however, the CCAA Proceedings and Stay Period will continue in respect of ResidualCo. 1 and Residual Co. 2 which are contemplated to be added as Applicants in the CCAA Proceedings under the Approval and Reverse Vesting Order.

84. I believe that Harte Gold has acted in good faith in these CCAA Proceedings by pursuing the SISF in accordance with the SISF Procedures approved by the Court and that the extension of the Stay Period, in addition to being appropriate in the circumstances, will not unduly prejudice any of its creditors. The extension of the Stay Period will permit Harte Gold to close the transaction with 833 Ontario contemplated by the Second Amended and Restated Subscription Agreement for the benefit its creditors as well as Harte Gold’s other stakeholders.

85. Furthermore, as set out in the cash flow projection (the “**Cash Flow Statement**”) that was prepared by Harte Gold and reviewed by the Monitor for the period from January 21, 2022 to April 1, 2022, a copy of which is attached hereto as **Exhibit “K”**, Harte Gold expects that it will have sufficient cash to fund its projected operating costs during the proposed stay extension period and up until closing of the 833 Transactions. In fact, the Second Amended and Restated Subscription Agreement specifically provides that the “Cash Consideration” payable by 833 Ontario (and guaranteed by Silver Lake) will include amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of the ResidualCos. upon completion of the 833 Transactions.

#### **D. Enhancement of the Monitor’s Powers**

86. Finally, Harte Gold also seeks the issuance of the Monitor’s Expanded Powers Order in order to enhance the Monitor’s powers as they relate to the ResidualCos.

87. More specifically, Harte Gold seeks to have the Monitor’s powers enhanced namely to allow the Monitor to:

- (a) take any and all actions and steps, and execute all documents and writings, on behalf of, and in the name of the ResidualCos. in order to facilitate the performance of their obligations, including as contemplated by the Second Amended and Restated Subscription Agreement;
- (b) exercise any powers which may be properly exercised by any board of directors of the ResidualCos.; and, ultimately,
- (c) assign the ResidualCos. or cause the ResidualCos. to be assigned into bankruptcy upon completion of the 833 Transactions.

88. As previously discussed, as part of the Closing Sequence set out in the Second Amended and Restated Subscription Agreement, Harte Gold will incorporate the ResidualCos. for the purpose of transferring to them the Excluded Assets, the Excluded Contracts and the Excluded Liabilities. However, no person will be appointed to act as director or officer of the ResidualCos.

89. As such, the most logical and cost-effective solution is to enhance the Monitor's powers to allow it to act on behalf of the ResidualCos. and take on their behalf any actions and steps which may be necessary to ensure the completion of the 833 Transactions in accordance with the Second Amended and Restated Subscription Agreement and, thereafter, assign or cause the assignment of the ResidualCos. into bankruptcy in order to complete this matter.

## **V. CONCLUSION**

90. In light of the foregoing, I believe that the relief sought by Harte Gold in connection with this Motion is reasonable and appropriate in the circumstances.

I confirm that while connected via video conference technology, the affiant showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I also confirm that I have reviewed each page of this affidavit with the affiant and verify that the pages are identical.

Sworn before me remotely by videoconference by Frazer Bourchier stated as being located in the City of Toronto, in the Province of Ontario before me in the City of Toronto, in the Province of Ontario this 24<sup>th</sup> day of January, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits

  
\_\_\_\_\_  
**FRAZER BOURCHIER**

# EXHIBIT “A”



**EXHIBIT "A"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

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A Commissioner for Taking Affidavits

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

(Applicant)

**AFFIDAVIT OF FRAZER BOURCHIER  
(Sworn December 6, 2021)**

I, Frazer Bouchier, of the City of Aurora, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President and Chief Executive Officer of Harte Gold Corp. ("**Harte Gold**" or the "**Company**") and a member of its board of directors and have occupied such positions since September 21, 2020.
2. In this capacity, I am responsible for overseeing the operations of Harte Gold, its liquidity management and, ultimately, for assisting it in its restructuring process. As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. The facts stated in this Affidavit are based on my personal knowledge of Harte Gold and its business and affairs, my review of its books and records, press releases and public filings, as well as information received from other individuals, such as directors, officers and/or employees of Harte Gold, as necessary. Where I have relied upon information from others, I have stated the source of such information and I believe the information to be true.
3. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

**I. OVERVIEW**

4. This Affidavit is sworn in support of an application (the "**Application**") returnable before the Ontario Superior Court of Justice (Commercial List) (the "Court") on December 7, 2021 (the "**Initial Hearing**") to commence proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in respect of Harte Gold pursuant to an initial order (the "Initial Order") in the form contained in the Application Record, among other things:

- (a) abridging the time for service of the Application and the materials filed in support thereof, and dispensing with further service thereof;
- (b) declaring that Harte Gold is a debtor company to which the CCAA applies;
- (c) staying all proceedings and remedies taken or that might be taken against or in respect of Harte Gold, any of its Property (as defined below) or business, or its director and officers, except as otherwise set forth in the Initial Order or as otherwise permitted by law (the "**Stay**"), for an initial period of ten (10) days in accordance with the CCAA (the "**Stay Period**");
- (d) appointing FTI Consulting Canada Inc. ("FTI" or the "Proposed Monitor") as the monitor of Harte Gold in these proceedings (the "CCAA Proceedings");
- (e) approving the execution by Harte Gold of a DIP Facility Loan Agreement (the "DIP Financing Agreement") entered into on December 6, 2021 with 1000025833 Ontario Inc. ("**833 Ontario**"), a wholly owned subsidiary of Silver Lake Resources Limited ("**Silver Lake**"), pursuant to which 833 Ontario (in such capacity, the "**DIP Lender**") has agreed to advance to Harte Gold a total amount of up to \$10.8 million (the "**DIP Facility**"), which will be made available to Harte Gold during these CCAA Proceedings, of which an initial amount of \$400,000 will be advanced to Harte Gold during the initial 10-day Stay Period (the "**Initial Advance**"), and granting in favour of the DIP Lender a priority charge against the assets, property and undertakings (the "**Property**") of Harte Gold in order to secure Harte Gold's obligations under the DIP Financing Agreement (the "**DIP Lender's Charge**");
- (f) granting an "**Administration Charge**" against the Property in an initial amount of \$500,000, as security for the payment of the professional fees and disbursements incurred and to be incurred by the Proposed Monitor counsel to the Proposed Monitor, counsel to the Company and counsel to the Company's directors and officers, in connection with the CCAA Proceedings both before and after the making of the Initial Order;
- (g) granting a "**Directors Charge**" against the Property in a maximum amount of \$2,400,000 in favour of the directors and officers of Harte Gold, as security for that the Company's obligation to indemnify such directors and officers for

obligations and liabilities they may incur in such capacities after the commencement of the within proceedings, including with respect to employee vacation pay which may have accrued prior to the commencement of these proceedings but which may become due and payable after the commencement of these proceedings, except to the extent that such obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

5. Prior to the expiry of the Stay Period, on a further motion on notice to affected parties that will take place before the Court on December 16, 2021 (the “**Comeback Hearing**”), Harte Gold intends to seek:

(a) an amended and restated initial order (the “**ARIO**”), among other things:

(i) extending the Stay Period until January 31, 2022;

(ii) increasing the amounts which may be borrowed by Harte Gold under the DIP Financing Agreement to \$10,800,000, which, together with the other obligations of Harte Gold under the DIP Financing Agreement will be secured by the DIP Charge; and

(iii) increasing the amount of the Administration Charge to \$1,500,000;

(b) an order (the “**SISP Order**”), among other things:

(i) approving, *nunc pro tunc*, Harte Gold's execution of the Subscription Agreement dated December 6, 2021 (the “**Stalking Horse Agreement**”) with 833 Ontario (in such capacity, the “**Stalking Horse Bidder**”), pursuant to which the Stalking Horse Bidder has agreed, among other things, to: (i) act as a “stalking horse bidder” in the context of a sale and investment solicitation process (the “**SISP**”) to be undertaken within the CCAA Proceedings, and (ii) if the Stalking Horse Bidder is determined to be the “Successful Bidder” in the context of the SISP, to subscribe for and purchase from Harte Gold, the Subscribed Shares (as defined below), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests in Harte Gold being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Harte Gold (the “**Stalking Horse Transaction**”);

- (ii) authorizing Harte Gold to use the Stalking Horse Agreement as the “stalking horse bid” in the SISP (the “**Stalking Horse Bid**”); and
- (iii) approving the conduct of the SISP by Harte Gold, with the assistance of the Monitor, in accordance with the procedures further described herein (the “**SISP Procedures**”).

6. The Application is filed in a context where Harte Gold has made various efforts over the course of the past few years and, most recently, over the past several months, to restructure or refinance its debt obligations to address its liquidity challenges. As further described in this Affidavit, in May 2021, Harte Gold commenced a strategic review process to explore, review and evaluate a broad range of strategic alternatives focused on ensuring its financial liquidity and to fund accelerated life-of-mine capital, including the potential restructuring of its long-term debt. As part of these initiatives, Harte Gold established a Strategic Committee and, subsequently, a Special Committee (formed of independent directors) to support management in evaluating all strategic alternatives, and in navigating through the strategic review process. Harte Gold also initiated a sale and investment solicitation process as part of which Harte Gold solicited offers from potentially interested parties (the “**Pre-Filing Strategic Process**”) with the assistance of FTI.

7. On December 6, 2021, after having engaged with certain interested parties, including in the context of the Pre-Filing Strategic Process, and evaluating the various alternatives available to the Company with the assistance of financial and legal advisors, Harte Gold determined that the best path to maximize value for stakeholders and preserve the Company as a going-concern was to enter into the Stalking Horse Bid with 833 Ontario, as the Stalking Horse Bidder. The Stalking Horse Bid provides significant certainty for Harte Gold and its stakeholders when entering these CCAA Proceedings while also allowing Harte Gold to conduct the SISP in accordance with the SISP Procedures in order to, ultimately, implement the highest value or otherwise best available transaction in respect of its business and/or assets. The Stalking Horse Bid or any other higher or better transaction will facilitate a restructuring of the Company’s capital structure and allow for much needed capital investment in the Company’s primary mining project – the Sugar Zone Property (as defined below). In connection with these CCAA Proceedings, the Company has also secured a DIP Facility with 833 Ontario, as DIP Lender, that will allow the Company to maintain its operations while it conducts the SISP under the supervision of the proposed Monitor and this Court.

## II. DESCRIPTION OF THE COMPANY

### A. Corporate Structure

8. Harte Gold is a public company based in Toronto, Ontario, which was incorporated under the *Business Corporations Act* (Ontario) (“**OBCA**”) on January 22, 1982 under the name “*Harte Resources Company*”, which was subsequently changed to “*Harte Gold Corp.*” on December 31, 2003. Harte Gold has no subsidiaries.

### B. Capital Structure

9. Harte Gold is a reporting issuer in the Provinces of Ontario, New Brunswick, Saskatchewan, Alberta, and British Columbia and its common shares (the “**Common Shares**”) are traded on:

- (a) The Toronto Stock Exchange (“**TSX**”) under the symbol “*HRT*”;
- (b) The Frankfurt Stock Exchange under the symbol “*H4O*”; and
- (c) Over the counter between market participants under the symbol “*HRTFF*”.

10. As of September 30, 2021:

- (a) 1,076,643,476 Common Shares of Harte Gold were issued and outstanding, all of which were and remain fully paid and non-assessable;
- (b) 50,179,210 stock options to acquire Common Shares of Harte Gold had been granted to its directors, officers, employees and/or consultants, all of which were and remain outstanding;
- (c) 10,299,592 deferred share units had been granted to non-executive directors of Harte Gold, all of which were and remain outstanding;
- (d) 18,946,947 restricted share units had been granted to employees and officers of Harte Gold, all of which were and remain outstanding; and
- (e) 96,567,431 warrants to acquire Common Shares of Harte Gold had been granted, all of which were and remain outstanding.

11. To the best of my knowledge, as at the date of this Affidavit, no person or company beneficially owned, controlled or directed, directly or indirectly, voting securities carrying 10% or

more of the voting rights attached to all issued and outstanding voting securities of Harte Gold, other than:

- (a) ANR Investments B.V (“**Appian**”) which is owned by Appian Natural Resources Fund, L.P., Appian Natural Resources (UST) Fund, L.P. and Appian Natural Resources Fund (NV), L.P.; and
- (b) New Gold Inc. (“**New Gold**”).

12. As of November 30, 2021:

- (a) Appian, directly and indirectly, owned more than 26 % of the outstanding Common Shares of Harte Gold; and
- (b) New Gold owned approximately 14% of the outstanding Common Shares of Harte Gold.

13. As for the directors and senior officers of Harte Gold, as at November 30, 2021, as a group, they beneficially owned directly or indirectly, or exercised control or direction over less than two percent (2%) of the outstanding Common Shares of Harte Gold.

14. The following table sets forth the high, low and trading volume of the Common Shares on the TSX for the past twelve (12) months:

Period	High (\$)	Low (\$)	Volume
January 1, 2021	0.18	0.12	17,675,700
February 1, 2021	0.16	0.14	10,521,500
March 1, 2021	0.18	0.12	18,969,700
April 1, 2021	0.17	0.14	6,153,500
May 1, 2021	0.16	0.10	15,961,100
June 1, 2021	0.12	0.08	10,719,500
July 1, 2021	0.10	0.05	38,020,400
August 1, 2021	0.08	0.06	10,532,000
September 1, 2021	0.07	0.05	11,614,600
October 1, 2021	0.07	0.05	10,629,500
November 1, 2021	0.06	0.02	100,992,200
December 1, 2021	0.02	0.0175	2,897,700

15. Since the date of its formation, Harte Gold has not declared or paid any dividends on its Common Shares, having preferred to retain its earnings, whenever available, to finance the growth and development of its business.

### **C. Business and Operations**

16. Harte Gold has only one operation, a gold mining operation (the “**Sugar Zone Mining Operation**”) located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division, approximately 30 km north of the town of White River (the “**Sugar Zone Property**”).

17. The Sugar Zone Mining Operation includes a process plant (the “**Process Plant**”) which was commissioned in November 2018 and which produces gold doré bullion and gold flotation concentrate through gravity concentration and flotation circuits, respectively. The Process Plant production rate capacity is currently 800 tonnes per day.

18. Harte Gold is a party to several contracts for the transportation and refining of its gold production, pursuant to which the refiner credits the refined gold and silver to Harte Gold’s account, where it then becomes available for sale.

19. Harte Gold sells approximately 15% its gold production into the market at spot related prices, with its remaining gold production sold pursuant to the Offtake Agreements defined and described below. The proceeds from these sales of gold production into the market are credited to Harte Gold’s account upon delivery of the gold to the counterparty. There are a large number of gold purchasers available worldwide and, as a result, Harte Gold is not dependent upon the sale of gold to any one customer.

### **D. Harte Gold’s Offtake Agreements**

20. Approximately 51% of Harte Gold’s production is subject to the following offtake agreements (collectively, the “**Offtake Agreements**”) pursuant to which Harte Gold agreed to sell and deliver gold to the counterparties to these Offtake Agreements in exchange for certain purchase prices to be determined in accordance a pricing formula set out therein:

- (a) An Offtake Agreement between Harte Gold, as seller, and OMF Fund II SO Ltd. (and each of the other purchasers, from time to time, party thereto), as purchasers (“**Orion**”) and OMF Fund II SO Ltd., as purchasers’ agent dated December 29, 2017 (the “**Orion Offtake Agreement**”), a copy of which is attached hereto as **Exhibit “A”**;



- (b) An Offtake Agreement between Harte Gold, as seller, and Appian, as purchaser, dated January 9, 2018, a copy of which is attached hereto as **Exhibit “B”**; and
- (c) An Offtake Agreement between Harte Gold, as seller and Appian, as purchaser dated July 14, 2020, a copy of which is attached hereto as **Exhibit “C”**.

21. More specifically, the Offtake Agreements each provide for a pricing formula that allows the purchasers thereunder to select between certain specific prices quoted by the London Bullion Market Association (the “**LBMA**”) within a period commencing three business days before and ending three business days after a given delivery date.

22. This pricing formula has negatively impacted Harte Gold’s revenues by about \$350,000 in 2020 and \$760,000 for the period between January to September 30, 2021, in comparison with the revenues which Harte Gold could have generated had its gold production been sold in the open market. As such, following the commencement of these CCAA Proceedings, Harte Gold intends to suspend delivering gold under the Offtake Agreements in order to mitigate such negative impact on its revenues and cash-flow.

23. In addition to the Offtake Agreements, Harte Gold has entered into a contract with Glencore Canada Corporation (“**Glencore**”) to sell gold concentrate to Glencore’s Horne Smelter in Rouyn, Québec. The term of the contract runs until 2030 and is cancellable any time after on giving with six months’ notice. Glencore purchases the gold concentrates on arrival at the Horne Smelter at the market gold price less treatment and refining charges. The gold price is based on the gold price quoted by the LBMA.

#### **E. The Sugar Zone Property**

24. The Sugar Zone Property, which is Harte Gold’s only material mining property,<sup>1</sup> is located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division, approximately 30 km north of the town of White River.

25. The Sugar Zone Property is situated in a prolific area of Canadian gold production that is surrounded by four producing mines that have produced over 30 million ounces of gold cumulatively since inception. Below is a map indicating the location of the Sugar Zone Property.

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<sup>1</sup>, Harte Gold also owns a property in White River (the “**White River Property**”) which was acquired on July 19, 2017. In connection with the acquisition the vendors took back a mortgage of \$525,000 secured by the property, repayable in 5 equal annual principal payments. Interest is payable semi-annually at a rate of 4% per annum. Principal of \$105,000 remains payable to the vendors in 2022.



26. The Sugar Zone Property, which is 81,287 ha and consists of 69 boundary cell claims, 43 single cell claims, 197 multi-cell claims and 4 mining leases (comprising 1,467.26 ha), has a history of significant exploration that has been undertaken intermittently since 1969, with the majority of the exploration work having been done in the vicinity of Dayohessarah Lake and the Sugar Zone area following the discovery of the Hemlo Gold Deposit in 1981. Hemlo Gold Mines Inc. discovered the gold deposit in the area of the Sugar Zone Property by surface prospecting in 1991, followed by trenching and diamond drilling between 1991 and 1994. The Sugar Zone Property was then explored by the Corona Gold Corporation & Harte Gold's Joint Venture between 1998 and 2009 and subsequently by Harte Gold after 2010.

27. To date there have been 972 holes drilled for a total of 355,593 meters on the Sugar Zone Property. Harte Gold completed a 70,000-tonne underground bulk sampling program on the Sugar Zone Property in 2017. The program included approximately 960 meters of ramp development and 634 meters of horizontal drifting in mineralization on five levels at 15 meters vertical spacing, to provide drilling access for long hole mining. A total of 15 stopes were mined from development work completed at 375, 360, 345, 330 and 315 meters above sea levels.

28. In addition, an extensive sampling and grade control program was completed which included chip, miner rock, crusher rock and truck rock sampling. Toll processing of the bulk sample was completed at Barrick's Williams Mine process plant located in the Hemlo camp.

29. In September 2018, all commercial production permits were issued and the construction of the Process Plant and the transition to electric grid power were completed. The first gold bar

was poured in October 2018, and the commissioning of the Process Plant was completed in early November 2018, concurrently with the completion of the first production blast.

30. There are three (3) net smelter royalties (“**NSR**”) associated with the Sugar Zone Property, granted in favour of the following persons:

- (a) 2.0% NSR held by Lloyd Halverson, John E. Ternowesky, Ernie Beaven, Eino Ranta, the Estate of Omer L. Belisle, Broad Horizons Trust, and Broad Horizons Inc., granted on July 10, 1998;
- (b) 1.5% NSR held by 2729992 Ontario Corp. (the “**2729992**”) (an affiliate of Appian) granted on December 18, 2019; and
- (c) 0.5% NSR held by 2729992 granted on July 17, 2020.

31. The Company is unaware of any material environmental issues at the Sugar Zone Property and the Company maintains required permits and licenses to conduct the mining activities at the Sugar Zone Property.

**F. Directors and Officers**

32. Below is a table listing the directors and officers of Harte Gold (the “**D&Os**”) as at the date of this Affidavit:

<b>BOARD OF DIRECTORS</b>	
<b>Name</b>	<b>Position &amp; Date of Appointment</b>
Joseph Conway	Chairman (member of the Strategic Committee & Special Committee)
Frazer Bouchier	Director, President and Chief Executive Officer
Douglas Cater	Director (member of the Strategic Committee & Special Committee)
Samuel T. Coetzer	Director
<b>MANAGEMENT TEAM</b>	
<b>Name</b>	<b>Position &amp; Date of Appointment</b>
Frazer Bouchier	Director, President and Chief Executive Officer
Graham du Preez	Executive Vice President and Chief Financial Officer
Shawn Howarth	Vice President, Corporate Development
Karen Walsh	Vice President, People and Organizational Development

33. Up until recently, Appian had appointed three (3) nominees (Michael Scherb, Geoffrey Cohen and Igor Gonzales) to sit on the board of directors of Harte Gold. However, on July 19, 2021, following the commencement of the Pre-Filing Strategic Process, all of the nominees of Appian resigned as directors of Harte Gold.

**G. Employees**

34. As at November 30, 2021, Harte Gold employed a total of 260 employees on payroll, as well as 19 employees retained through various agencies as appears from the table below:

LOCATION	FULL-TIME EMPLOYEES (ON PAYROLL)	FIXED-TERM EMPLOYEES (ON PAYROLL)	PART-TIME EMPLOYEE (ON PAYROLL)	AGENCY/ CONTRACTUAL EMPLOYEES	TOTAL
Head Office	11	2	0	2	14
Sugar Zone Operation	242	4	1	17	264
<b>Total:</b>	<b>253</b>	<b>6</b>	<b>1</b>	<b>19</b>	<b>279</b>

35. None of the above employees are unionized or subject to a collective bargaining agreement.

36. At the time of this Affidavit, Harte Gold is current in the payment of the wages of its employees and intends to remain current until the closing of any transaction resulting from the SISF, which represents a total disbursement of approximately \$1,320,000 bi-monthly, based on the average over the last three (3) months. Accrued vacation pay as at November 30, 2021 (inclusive of accruals carried over from 2020) is approximately \$835,000. Harte Gold intends to pay out all accrued vacation pay on December 15, 2021, in accordance with the existing Company policy.

37. In addition, in an effort to secure the services of certain key employees (the “**Key Employees**”) whose role with the Company was deemed critical to ensure stability during the Pre-Filing Strategic Process and the lead up to these CCAA Proceedings, Harte Gold developed a Key Employee Retention Plan (the “**Pre-Filing KERF**”). Pursuant to the Pre-Filing KERF, the Key Employees were offered certain incentives in order to ensure that they would continue to work for Harte Gold at least for a limited period of time, so as to allow Harte Gold to have the necessary workforce to secure a transaction in respect of its business and/or assets. Furthermore,

in order to ensure that the amounts that would become payable to Key Employees under the Pre-Filing KERP could be paid, on August 13, 2021, Harte Gold established a trust to which an amount of \$1,425,000 was transferred into (the “**Pre-Filing KERP Trust**”). In accordance with the Pre-Filing KERP and the Pre-Filing KERP Trust, the amounts payable thereunder have been paid to the Key Employees on November 30, 2021.

#### **H. Cash Management**

38. In the ordinary course of its business, Harte Gold uses a centralized cash management system (the “**Cash Management System**”) to, among other things, collect funds and pay expenses associated with its operations. This Cash Management System provides Harte Gold with the ability to efficiently and accurately track and control corporate funds and to ensure cash availability.

39. As part of this Cash Management System, Harte Golds maintains six (6) bank accounts, which are summarily described below:

- (a) BNP Paribas: Corporate account;
- (b) BNP Paribas: US dollar sales proceeds account; and
- (c) Scotiabank: Corporate account;
- (d) Scotiabank: Deposit account;
- (e) Scotiabank: US dollar account; and
- (f) Scotiabank: Sugar Zone mine account.

40. Harte Gold’s payroll is managed by Ceridian Canada Ltd., which issues direct deposits to its employees on the date payroll is paid.

### **III. THE COMPANY’S FINANCIAL POSITION**

#### **A. Financial Statements**

41. Attached to this Affidavit as **Exhibit “D”** and **Exhibit “E”**, respectively, are Harte Gold’s audited financial statements for the fiscal years ended December 31, 2019 and December 31, 2020 (the “**2019-2020 Financial Statements**”).

42. Attached to this Affidavit as **Exhibit “F”** is Harte Gold’s unaudited interim financial statements for the three (3) and nine (9) months ended on September 30, 2021 (the “**2021 Interim Financial Statements**”).

## B. Assets

43. As appears from the 2021 Interim Financial Statements, as at September 30, 2021, the assets of Harte Gold had a net book value of approximately \$163,852,000 and consisted of the following:

<b>ASSETS</b>	<b>(IN THOUSANDS OF \$CAD)</b>
<b>Current assets</b>	
Cash and cash equivalents	11,402
Receivables	4,753
Inventories	6,419
Prepays	1,002
	23,576
<b>Long term assets</b>	
Restricted cash	1,324
Property, plant and equipment	138,592
<b>Total:</b>	<b>163,852</b>

## C. Liabilities

44. As appears from the 2021 Interim Financial Statements, as at September 30, 2021, the liabilities of Harte Gold had an unaudited book value of approximately \$166,107,000 and consisted of the following:

<b>LIABILITIES</b>	<b>(IN THOUSANDS OF \$CAD)</b>
<b>Current liabilities</b>	
Accounts payable and accrued liabilities	15,124
Current portion of debt	116,182
Current portion of derivative financial instrument	24,877

Flow-through share premium	2,178
	158,361
<b>Long term liabilities</b>	
Debt	2,450
Derivative financial instruments	-
Environmental rehabilitation provision	5,296
<b>Total:</b>	<b>166,107</b>

45. As appears from the above, Harte Gold's current and long-term liabilities both exceed the net book value of its current and long-term assets such that on a balance sheet test, Harte Gold is insolvent.

#### IV. THE COMPANY'S DEBT STRUCTURE

46. A significant portion of Harte Gold's liabilities consists of its debt, which is further described below.

##### (a) The BNPP Debt Facilities

47. On June 10, 2019, Harte Gold, as borrower, and BNP Paribas ("**BNPP**"), as lender, entered into a credit agreement (as amended by a first amending agreement dated August 28, 2019, a second amending agreement dated November 19, 2019 and a third amending agreement and waiver dated May 15, 2020, the "**Original BNPP Credit Agreement**"), pursuant to which a revolving and a non-revolving term credit facility (the "**Original BNPP Debt Facilities**") were made available to Harte Gold. A copy of the Original BNPP Credit Agreement is attached hereto as **Exhibit "G"**.

48. On August 28, 2020, Harte Gold, as borrower, and BNPP, as lender, entered into an amended and restated credit agreement (as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, the "**Amended and Restated BNPP Credit Agreement**" and collectively with the Original BNPP Credit Agreement, the "**BNPP Credit Agreement**"), in order to amend and restate the provisions of the Original BNPP Agreement and establish credit facilities in favour of Harte Gold (the "**Amended and Restated BNPP Debt Facilities**" and

collectively with the Original BNPP Debt Facilities, the “**BNPP Debt Facilities**”). A redacted copy of the Amended and Restated BNPP Credit Agreement is attached hereto as **Exhibit “H”**. An unredacted version can be made available to the Court if required.

49. The BNPP Debt Facilities now consist of:

- (a) A non-revolving term loan in the principal amount of US\$41 million; and
- (b) A revolving term credit facility in the principal amount of US\$22.0 million.<sup>2</sup>

50. Pursuant to the terms of the BNPP Credit Agreement:

- (a) Principal repayments under the non-revolving term loan are due quarterly through December 31, 2024 and a mandatory prepayment of the non-revolving term loan from excess cash flow (if any) must be made until an aggregate total of US\$16.7 million has been repaid;
- (b) Amounts outstanding under the revolving term credit facility are due on June 30, 2022; and
- (c) Up to June 30, 2021, interest on the BNPP Debt Facilities accrued at LIBOR plus 3.375% to 4.375% and from July 1, 2021 interest accrued at the US Prime Rate plus 2.375% to 3.375%, dependent on credit ratios. Interest is payable every 3 months in arrears. The weighted average interest rate during the nine months ended September 30, 2021 was 5.75% (nine months ended September 30, 2020 – 5.31%).

51. Harte Gold’s obligations under the BNPP Credit Agreement are secured by a first ranking security interest granted in favour of BNPP on all the present and future assets, property and undertaking of Harte Gold pursuant to:

- (a) A general security agreement dated June 10, 2019 (the “**BNPP GSA**”), a copy of which is attached hereto as **Exhibit “I”**; and
- (b) A demand debenture dated June 10, 2019, granted by Harte Gold in favour of BNPP (the “**BNPP Debenture**”), a copy of which is attached hereto as **Exhibit “J”**.

52. On May 14, 2020, Harte Gold reached an agreement in principle with BNPP on deferral of debt payments under the BNPP Credit Agreement to provide additional financial flexibility for a

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<sup>2</sup> The revolving term credit facility was increased by US\$2 million on November 17, 2021 pursuant to the third amending agreement to the Amended and Restated BNPP Credit Agreement, for a total revolving term credit facility of US\$22.0 million.



restart of its mining operations at the Sugar Zone Property. Principal payments scheduled for June 30, 2020 and September 30, 2020 were deferred freeing up approximately \$4.4 million in near-term liquidity.

53. On June 30, 2021, BNPP agreed to:

- (a) Defer various payments, including the due date of (i) the principal and interest payments under the BNPP Credit Agreement originally scheduled for June 30, 2021, and (ii) the settlement payment under the hedge program originally scheduled for July 2, 2021; and
- (b) Waive compliance with the financial covenants under the BNPP Credit Agreement to July 30, 2021.

54. On July 30, 2021, Harte Gold and BNPP entered into a forbearance agreement (the “**BNPP Forbearance Agreement**”) pursuant to which BNPP agreed, subject to the terms and conditions set out therein, to forbear from exercising its rights and remedies under the BNPP Credit Agreement and the other Finance Documents (as defined in the BNPP Credit Agreement), until the earlier of (i) September 30, 2021 and (ii) the occurrence or existence of any Terminating Event (as defined in the BNPP Forbearance Agreement). A copy of the BNPP Forbearance Agreement is attached hereto as **Exhibit “K”**. The BNPP Forbearance Agreement was subsequently amended on September 30, 2021, October 15, 2021, October 29, 2021, November 17, 2021 and on November 30, 2021, and the current forbearance period provided by the BNPP Forbearance Agreement, as amended, expires on December 6, 2021. Copies of the amendments to the BNPP Forbearance Agreement are attached hereto as **Exhibit “L”**, **Exhibit “M”**, **Exhibit “N”**, **Exhibit “O”** and **Exhibit “P”**.

55. On November 19, 2021, BNPP, as assignor, entered into an Assignment Agreement (the “**BNPP Assignment Agreement**”) with Cue Minerals Pty Ltd. (“**Cue Minerals**”), a wholly owned subsidiary of Silver Lake, on behalf of 833 Ontario, pursuant to which BNPP sold and assigned to Cue Minerals a 100% interest in and to all of BNPP’s rights and obligations under the BNPP Credit Agreement as it relates to the BNPP Debt Facilities, as well as all of BNPP’s rights and obligations as lender under all of the Credit Documents (as defined in the BNPP Credit agreement) as they relate to the BNPP Debt Facilities. A copy of the BNPP Assignment Agreement is attached hereto as **Exhibit “Q”**. However, As set forth further below, the gold hedging agreements as between Harte Gold and BNPP (and described at Section IV(c) below) were *not* assigned to Cue Minerals and BNPP remains party to those agreements as the

administrative and technical agent thereunder. Subsequently, Cue Minerals transferred its rights and obligations under the BNPP Assignment Agreement to 833 Ontario (in its capacity as lender under the BNPP Debt Facilities and related agreements, the “**Pre-Filing First Secured Lender**”).

56. As at the date of this Affidavit, the BNPP Debt Facilities are fully drawn and an aggregate amount of US\$63,000,000, in principal, remains outstanding under the BNPP Credit Agreement.

**(b) The Appian Financing**

57. On July 14, 2020, Harte Gold entered into a financing agreement (as amended by an amending agreement dated August 28, 2020, the “**Appian Financing Agreement**”) with ANR Investments 2 B.V. (“**ANR 2**”), an affiliate of Appian. For the purposes of preserving sensitive information, a redacted copy of the Appian Financing Agreement is attached hereto as **Exhibit “R”**. An unredacted version can be made available to the Court if required.

58. On August 28, 2020, Harte Gold entered into a facility agreement (the “**Appian Facility Agreement**”) with another affiliate of Appian, AHG Jersey Limited (“**AHG**” and collectively with Appian and ANR 2, the “**Appian Parties**”). A copy of the Appian Facility Agreement is attached hereto as **Exhibit “S”**.

59. Pursuant to the Appian Financing Agreement and the Appian Facility Agreement, the Appian Parties agreed to provide Harte Gold with financing of US\$30 million (the “**Appian Financing**”) to facilitate a restart of the Sugar Zone Mining Operation. The Appian Financing was comprised of the following:

- (a) A private placement of 9,500,000 Series B special shares of Harte Gold (the “**Special Shares**”) at a price of US\$1.00 per Special Share for aggregate gross proceeds of US\$9,500,000 (the “**Private Placement**”), with such Special Shares being automatically converted on closing of the Appian Facility (defined below) into an additional US\$9,500,000 principal amount of the Appian Facility;
- (b) A US\$18.5 million non-revolving credit facility (the “**Appian Facility**”); and
- (c) A 0.5% net smelter return royalty in the Sugar Mine Property to 2729992 (an affiliate of Appian) in exchange for the payment of US\$2.0 million (the “**0.5% NSR**”).

60. In July 2020, Harte Gold closed the Private Placement, which was subsequently converted into the Appian Facility on August 28, 2020.

61. Pursuant to the Appian Financing Agreement, interest on the Appian Facility accrues at a 14% nominal interest rate. Such interest is payable monthly and is settled through the issuance of Common Shares in favour of Appian. It should be noted that pursuant to the Appian Facility Agreement, Harte Gold may incur additional interest expense between 4% and 8% if it fails to achieve or correct certain operational requirements and an additional 5% while an event of default is continuing. The applicable interest rate cannot exceed 22%, even if an event of default and breach of operational requirement occurs at the same time. In 2020, two (2) breaches of operational requirements occurred, leading to an increase in the interest rate to 18% between January 1 and 28, 2021, after which the interest rate reverted to 14%. Further breaches of operational requirements occurred in the three months ended March 31, 2021, and three (3) months ended June 2021, resulting in an increase to the interest rate to 18% between April 1, 2021 and June 6, 2021, and between July 1, 2021 to July 30, 2021, after which the default interest rate applied.

62. In addition to the above, as part of the Appian Financing:

- (a) An arrangement fee (the “**Arrangement Fee**”) was payable by Harte Gold to Appian, which was settled through the issuance of 6,970,844 Common Shares and 7.5 million share purchase warrants (collectively, the “**Upfront Securities**”). Harte Gold also agreed to increase the percentage of gold sold to Appian under its existing offtake agreements from 11.5% of bullion produced to 30%. The fair value of the Upfront Securities on July 14, 2020 was \$1.1 million for the common shares issued and \$0.7 million for the share purchase warrants issued; and
- (b) Harte Gold also agreed that upon maturity of the Appian Facility Agreement, which will occur on June 30, 2023, Harte will pay a fee (the “**Equity Structuring Fee**”) to ANR 2, the amount of which will be determined primarily by the difference in the volume-weighted average price of the Common Shares over the life of the Appian Facility, translated into United States dollars using the average exchange rate over the life of the Appian Facility, compared to US\$0.086 per share. The Equity Structuring Fee is payable in cash or in Common Shares at Harte Gold’s election.

63. Harte Gold’s obligations under the Appian Facility Agreement are secured by the following security agreements:

- (a) A general security agreement in favour of AHG (the “**Appian GSA**”) creating a second-ranking priority interest over all of the present and future personal property

of Harte Gold, including policies of insurance and all proceeds thereunder with respect to all of Harte Gold's property, a copy of which is attached hereto as **Exhibit "T"**; and

- (b) A demand debenture granted by Harte Gold in favour of AHG (the "**Appian Debenture**") in the principal amount of US \$ 55,000,000, creating a second-ranking priority interest, secured by a fixed and specific second priority ranking mortgage and charge of all present and after acquired real and immoveable property of Harte Gold, a copy of which is attached hereto as **Exhibit "U"**;

64. Harte Gold, AHG and BNPP are parties to an intercreditor agreement dated August 28, 2020 (the "**Intercreditor Agreement**") in respect of the above loans and which confirms, among other things, the relative priorities of the parties as detailed above. A copy of the Intercreditor Agreement is attached hereto as **Exhibit "V"**.

65. On August 3, 2021, Harte Gold received a notice of default from the Appian Parties under the Appian Financing Agreement and the Appian Facility Agreement, in which such parties alleged the occurrence of certain defaults citing, *inter alia*, Harte Gold's default under the BNPP Financing Agreement, which would have triggered a cross-default under the Appian Financing Agreement.

66. However, pursuant to the Intercreditor Agreement, AHG is prohibited, without the prior written consent of the Pre-Filing First Secured Lender, from taking any Enforcement Action (as defined in the Intercreditor Agreement) until a minimum of 135 days has passed from the date on which the Appian Parties deliver a notice to BNPP, in its capacity as administrative agent under the BNPP Credit Agreement.

67. As at the date of this Affidavit, the Appian Facility was fully drawn and an aggregate principal amount of US\$28 million remains outstanding in respect thereof.

**(c) Gold Hedges**

68. Concurrently with, and as required under the BNPP Credit Agreement, Harte Gold entered into a gold hedge program on 79,090 ounces of future production with BNPP, as administrative and technical agent thereunder. Zero cost collar swaps were used for 73,956 ounces, spread over the years 2020 through 2023, of which hedge transactions on 37,806 ounces have matured as of the date of this Affidavit. The other transactions are structured as gold swaps, maturing in the first half of 2024.

69. Harte Gold recognizes the mark-to-market adjustments arising from these hedges as changes in the fair value of derivative financial instruments and settlement of gold derivatives on its balance sheet.

70. As referenced above, BNPP's rights and obligations under the above hedging agreements were not assigned to Cue Minerals or 833 Ontario, and Harte Gold's exposure thereunder amounted to approximately US\$20,000,000 as of November 30, 2021.

#### **D. Balance of Sale on the White River Property**

71. On July 19, 2017, Harte Gold acquired a property in White River (i.e. the White River Property), and the vendors took back a mortgage of \$525,000 secured by the property, repayable in five equal annual principal payments of \$105,000 with interest payable semi-annually at a rate of 4.0% per annum.

72. As at the date of this Affidavit, \$105,000 remains owing by Harte Gold under the vendor take back mortgage which is payable in 2022.

#### **V. THE COMPANY'S EFFORTS TO SECURE LIQUIDITY**

73. Since 2019, Harte Gold has made numerous efforts to finance the ongoing operation of their business and necessary capital expenditures. In addition to closing the financing transactions with BNPP and the Appian Parties, which are further described above, Harte Gold also proceeded with the following actions and transactions to secure adequate liquidity.

##### **A. Appian Private Placement**

74. On June 12, 2019, Harte Gold closed a private placement investment with Appian for the purchase of 10,000,000 series "A" Special Shares (the "**2019 Special Shares**") pursuant to a Subscription, Standby Commitment and Facility Extension Agreement between Appian and Harte Gold (the "**Appian Subscription Agreement**"). The 2019 Special Shares were convertible into Common Shares at a price of \$0.27 per Common Shares. At the time of closing, given that Appian would own in excess of 20% of the Common Shares upon conversion, approval of the shareholders of Harte Gold was required prior to such conversion. The shareholders of Harte Gold approved the conversion on July 4, 2019 and the 2019 Special Shares were converted to 49,177,777 Common Shares on July 25, 2019.

75. Pursuant to the Appian Subscription Agreement, and as consideration for the standby commitment from Appian to provide up to an additional US\$7.5 million in non-equity financing

available at Harte Gold's option, and the extension of the due date on the outstanding bridge loan facility with Appian to coincide with the closing of the financing transaction with BNPP described above, Harte Gold also issued to Appian 5,000,000 Common Share purchase warrants that are exercisable at \$0.27 per Common Share for a period of five years from closing, being June 12, 2024.

#### **B. Flow Through Financings**

76. On October 2, 2019, Harte Gold closed an underwritten bought deal for an aggregate of 23,000,000 Common Shares that qualified as “*flow-through shares*” within the meaning of subsection 66(15) of the *Income Tax Act* (Canada) (the “**ITA**”), including 3,000,000 flow-through shares issued upon the exercise of the over-allotment option in full by the sole underwriter Echelon Wealth Partners, at a price of \$0.30 per flow-through share for aggregate gross proceeds \$6,900,000.

77. In March 2020, Harte Gold issued 168,750,000 Common Shares that also qualified as “*flow-through shares*” within the meaning of subsection 66(15) of the ITA at a price of \$0.16 per flow-through share for aggregate gross proceeds of \$27 million, payable in 2 tranches: (a) the first tranche closed on March 11, 2020 for gross proceeds of \$19.35 million and (b) the second tranche closed on March 19, 2020 for gross proceeds of \$7.65 million.

#### **C. The 2020 BNPP Debt Deferral**

78. As previously mentioned, on May 14, 2020, Harte Gold reached an agreement in principle with BNPP on deferral of debt payments under the BNPP Credit Agreement to provide additional financial flexibility for a restart of its mining operations at the Sugar Zone Property. Principal payments scheduled for June 30, 2020 and September 30, 2020 were deferred freeing up approximately \$4.4 million in near-term liquidity.

#### **D. The New Gold Strategic Investment**

79. On March 18, 2021, New Gold Inc. (“**New Gold**”) agreed to make a strategic investment in Harte Gold by way of a private placement subscription of 154,940,153 Common Shares at a price of \$0.16 per Common Share, resulting in total gross proceeds of \$24,790,424 and providing New Gold with a 14.9% interest in Harte Gold's pro forma issued and outstanding Common Shares (the “**Strategic Investment**”).

80. The Strategic Investment closed on March 24, 2021, and the net proceeds resulting therefrom were used, in part, to pay the scheduled March 31, 2021 US\$3.3 million debt payment due to BNPP pursuant to the BNPP Credit Agreement.

#### **E. The 2021 BNPP Debt Deferral**

81. On February 8, 2021, Harte Gold announced that discussions with BNPP with respect to the deferral of debt payments under the BNPP Credit Agreement were continuing to advance to a point where Harte Gold was optimistic that a mutually agreeable arrangement would be reached with BNPP that would include an amendment to the amortization schedule of principal repayments due in 2021 and 2022, including on June 30, 2021.

82. On March 18, 2021, Harte Gold received a non-binding indicative proposal from BNPP to re-schedule approximately \$50 million of the scheduled amortization payments in 2021 and 2022 under the BNPP Credit Agreement, which would provide Harte Gold with significantly more financial flexibility over the next 2 years. Moreover, the maturity of the BNPP term loan would be extended from June 2024 to June 2025 and the maturity of the BNPP revolving loan would be extended from June 2022 to June 2023.

83. The proposal never resulted in a definitive agreement being reached and, instead, the Company and BNPP entered into the BNPP Forbearance Agreement and related amendments described previously.

### **VI. THE COMPANY'S FINANCIAL DIFFICULTIES**

84. Since late 2018, Harte Gold's main priority has been to: (a) achieve a steady-state of mine production of 800 tonnes per day (tpd), representing about 5,200 ounces of gold per month in 2021, and (b) prepare for a subsequent expansion to 1,200 tpd in 2023. However, the Company has experienced a number of setbacks in achieving these production targets.

85. The onset of the COVID-19 pandemic originally had a significant impact on Harte Gold's operations as on or about March 30, 2020, the Company temporarily suspended its mining operations at the Sugar Zone Property to preserve the health and safety of its workforce and the surrounding communities from the threat of COVID-19. All non-essential work was suspended, including exploration activities and the workforce on site was reduced to critical support staff to ensure underground maintenance, mine safety and environmental stewardship.

86. On June 24, 2020, Harte Gold completed a detailed restart and 18-month operating plan for its mining operations at the Sugar Zone Property (mine activities restarted on July 29, 2020

and the mill restarted on August 5, 2020), however, putting the Sugar Zone Property on care and maintenance as a result of the COVID-19 pandemic resulted in Harte Gold requiring additional and unexpected additional financing to enable it to successfully restart operations and continue as a going concern.

87. Additionally, during 2021, while the Company achieved positive production advances continued in Q1 2021, it also experienced operational challenges (including workforce shortfalls, poor condition of mobile equipment, longer lead times in the delivery of critical components and changes to the mining plan), which resulted in quarterly production growth lower than what was previously forecasted for 2021. As result, the Company's was unable to achieve the above production objectives and the timeline for achieving these objectives was delayed. This shortfall in production is anticipated to result in a revenue shortfall of about \$22 million for 2021.

88. The impact on liquidity due to this loss of this revenue was compounded by the Company's fixed operating cost base, ongoing capital deployment to sustain operations and significant debt repayment obligations. The amount of cashflow with these production setbacks has been generally insufficient to maintain the Company's current capital structure and significant amount of secured debt.

89. Despite the various efforts to maintain liquidity and ultimately restructure its business and operations over the course of the past two years, Harte Gold's operations continue to require significant investment to achieve the above production targets which it is unable to secure with its current capital structure, thereby resulting in serious liquidity and financial challenges.

## **VII. THE PRE-FILING STRATEGIC PROCESS**

90. Concurrently with its discussions with BNPP regarding the possible deferral of its payment obligations in 2021 and 2022, on May 13, 2021, Harte Gold announced it would be initiating a strategic review process to explore, review and evaluate a broad range of alternatives focused on ensuring its financial liquidity and to fund accelerated life-of-mine capital.

91. As part of these initiatives, in May of 2021, Harte Gold engaged Scotiabank to assist in generating and evaluating various financing and strategic alternatives with potential investors and also engaged certain other U.S. based advisors to evaluate potential debt and equity financing solutions including, but not limited to, a refinancing of its senior credit facilities. However, no viable transaction was identified at that time.



92. On June 8, 2021, Harte Gold's board of directors established a strategic committee (the "**Strategic Committee**") composed of Joseph Conway, Douglas Cater and Geoffrey Cohen to oversee, evaluate and review possible transactions and to bring forwards its recommendations to Harte Gold's board of directors. On July 19, 2021, Geoffrey Cohen resigned as a director of Harte Gold.

93. In late June 2021, as part of the aforementioned strategic review, Harte Gold, with the assistance of FTI, commenced the Pre-Filing Strategic Process, and in this context, on July 19, 2021, Harte Gold's board of directors established a special committee (the "**Special Committee**") composed of Joseph Conway and Douglas Cater, both independent directors, to assist management in navigating through the Pre-Filing Strategic Process.

94. As part of the Pre-Filing Strategic Process:

- (a) Harte Gold and FTI assembled a list of approximately two hundred and forty-one (241) potential buyers and investors (the "**Prospective Bidders**");
- (b) Harte Gold and FTI prepared and sent a "*teaser*" to all Prospective Bidders on or about July 6, 2021 and to an additional five (5) interested parties that contacted Harte Gold or FTI about the opportunity;
- (c) A deadline of August 13, 2021, was set as the date for the submission of non-binding expressions of interest (the "**NBIO Bid Deadline**");
- (d) In total, thirty-one (31) interested parties executed confidentiality agreements, or had already executed confidentiality agreements earlier in the Pre-Filing Strategic Review Process, and twenty-eight (28) of these interested parties accessed a virtual data room set up by FTI in order to perform their due diligence;
- (e) Four (4) non-binding expressions of interest were received by the NBIO Bid Deadline; and
- (f) A deadline of September 23, 2021 was set for the submission of binding offers (the "**Binding Offer Deadline**").

95. In the weeks following the NBIO Bid Deadline, Harte Gold and FTI engaged in discussions with interested parties with the objective of securing a binding bid which would maximize the value

of Harte Gold's assets. Unfortunately, no binding offers were received by the Binding Offer Deadline. However, discussions continued with a number of parties regarding a potential transaction following the Binding Offer Deadline. Furthermore, direct discussions between BNPP, the senior secured lender, and a number of interested parties, including the Appian Parties, took place related to potential restructuring options for the business.

96. As set out above, on November 19, 2021, Harte Gold was advised that BNPP and Cue Minerals had entered into the BNPP Assignment Agreement and that, accordingly, Cue Minerals had obtained, on behalf of 833 Ontario, all of BNPP's rights and obligations under the BNPP Credit Agreement and related Credit Documents in respect of the BNPP Debt Facilities (which consist of the non-revolving term loan and the revolving term credit facility). As referenced above, BNPP did not assign its rights under the hedge program. On the same day, Silver Lake advised Harte Gold and FTI of its interest to acquire Harte Gold's business and operations by way of a credit-bid of its affiliates' loan and to provide interim financing in connection with any proceedings under the CCAA.

97. On November 22, 2021, after the issuance of a press release by Harte Gold announcing the assignment of BNPP's rights and obligations under the BNPP Credit Agreement and related Credit Documents (as defined thereunder) to Cue Minerals, Harte Gold received an offer from the Appian Parties to acquire its business and operations, as well as an offer to provide it with interim financing.

98. As such, Harte Gold and FTI informed both Cue Minerals (now 833 Ontario) and the Appian Parties (and their respective advisors) that:

- (a) Given the circumstances, and in order to maximize the value of its business and assets, Harte Gold believed that, notwithstanding the Pre-Filing Strategic Process, it would be appropriate to undertake a further brief sale and investment solicitation process (i.e. the SISP) under the supervision of this Court with the benefit of a "stalking horse bid" to establish a baseline consideration for Harte Gold's business and assets;
- (b) Interim financing would be required to fund, *inter alia*, continued operations, the SISP and the CCAA Proceedings; and
- (c) Given Harte Gold's liquidity issues, time was of the essence.

99. Both Cue Minerals (now 833 Ontario) and Appian expressed a desire to become the stalking horse bidder and DIP lender in these CCAA Proceedings. Subsequently, Harte Gold, with assistance of its financial and legal advisors, engaged in parallel negotiations with 833 Ontario and Appian on both a proposed stalking horse bid and DIP facility. The competitive nature of the negotiations led to both 833 Ontario and Appian improving on their initial proposals. Throughout the arm's length negotiations Harte Gold attempted to secure the best terms possible from each of the parties in respect of both their stalking horse bid and DIP financing proposal.

100. After exhaustively pursuing negotiations with the parties, it became apparent that DIP financing proposal from 833 Ontario would not only provide the Company with a greater DIP financing, but also would have a significantly lower interest rate compared to the Appian proposal and would not require any financing fees whereas the Appian proposal would include a material "Structuring Fee". Taking into account differences in the DIP financing proposals which are summarized in **Exhibit "AA"** attached hereto under seal of confidentiality, the Company, in consultation with its financial and legal advisors, determined that the DIP financing proposal from 833 Ontario was economically superior to the proposal from Appian and in the best interests of Harte Gold and its stakeholders. Further, on December 2, 2021, counsel to 833 Ontario advised the Company and FTI in writing that the entire amount of the DIP Loan (as defined below) had been transferred into such counsel's trust account and could be released subject to and in accordance with the execution of the DIP Financing Agreement and issuance of the Initial Order. This provided more certainty to Harte Gold that there was no funding risk related to the DIP Loan proposed by 833 Ontario, which was of critical importance given Harte Gold's liquidity situation and need for additional financing to fund the continued operations of its business.

101. With respect to proposals for a stalking horse bid, 833 Ontario's proposal, a credit-bid in the amounts owing under the BNPP Debt Facilities and the DIP Financing Agreement, also offered a purchase price which provided for, among other things, the payment in full of Appian's debt obligations under the Appian Facility Agreement by way of the Share Consideration (as defined below). After evaluating this difference, among others, the Company, in consultation with its financial and legal advisors, also determined that the stalking horse bid from 833 Ontario would be in the best interest of Harte Gold and its stakeholders as the non-inclusion of a break fee would likely result in a more competitive SISP process and could lead to superior offers in that context.

102. The Company also took into consideration the following in determining to move forward with the stalking horse bid and DIP proposal with 833 Ontario:

- (a) With respect to DIP financing, the execution of a DIP financing agreement with 833 Ontario was logical given the fact that 833 Ontario is the Pre-Filing First Secured Lender; and
- (b) With respect to the stalking horse bid, the selection of 833 Ontario's proposal would not in any way preclude Appian from participating in the SISP and from submitting its offer in the context thereof, and without a break fee in the 833 Ontario stalking horse bid, Appian would not be disadvantaged by such bid acting as the stalking horse.

103. Accordingly, on December 6, 2021, Harte Gold entered into the following agreements with 833 Ontario:

- (a) A Subscription Agreement (i.e. the Stalking Horse Agreement), a copy of which is attached hereto as **Exhibit "W"**, pursuant to which, as previously mentioned, 833 Ontario agreed to: (i) act as a "*stalking horse bidder*" in the context of a SISP intended to be undertaken within these CCAA Proceedings in accordance with the terms and conditions set out in the procedures attached thereto (the "**SISP Procedures**"), and (ii) if 833 Ontario is determined to be the "*Successful Bidder*" in the context of the SISP, to implement the Stalking Horse Transaction, namely by subscribing for and purchasing from Harte Gold the Subscribed Shares (as defined below), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests in Harte Gold being cancelled on closing such that 833 Ontario would become the sole shareholder of Harte Gold; and
- (b) The DIP Financing Agreement pursuant to which 833 Ontario agreed to provide to interim financing to Harte Gold of up to \$10.8 million (the "**DIP Loan**") in order to fund its costs and expenses during these CCAA Proceedings, including in relation with the conduct of the SISP. A copy of the DIP Financing Agreement is attached hereto as **Exhibit "X"**.

## VIII. THE STALKING HORSE BID

### A. General Description

104. Pursuant to the Stalking Horse Bid, if the Stalking Horse Bid is determined to be the "Successful Bid" in accordance with the SISP Procedures and if this Court subsequently approves

the Stalking Horse Transaction as part of an eventual approval and reverse vesting order (the “**Approval and Reverse Vesting Order**”), in essence:

- (a) The Stalking Horse Bidder will subscribe for and purchase 100 Common Shares in the capital of Harte Gold (the “**Subscribed Shares**”) in consideration of the Subscription Price (as defined below);
- (b) Harte Gold will proceed with the cancellation of all of its issued and outstanding shares, other than the Subscribed Shares (the “**Existing Shares**”), for no consideration, which will result in the Stalking Horse Bidder becoming the sole shareholder of Harte Gold; and
- (c) Excluded assets, contracts and liabilities designated by the Stalking Horse Bidder will be transferred to ResidualCos to permit the Staking Horse Bidder to purchase the Company and business free and clear from such excluded assets and liabilities.

105. The subscription price for the Subscribed Shares, as contemplated in the Stalking Horse Bid, shall be an amount equal to the aggregate of the following (the “**Subscription Price**”):

- (a) Cash Consideration: a cash payment in an amount required to pay all claims ranking in priority to, or *pari passu* with, the amounts owing to the lenders under the BNPP Credit Agreement, plus amounts necessary to fund the completion of the CCAA Proceedings and implementation of the various steps contemplated as part of the Stalking Horse Transaction, including the bankruptcies of the ResidualCos to be incorporated for the purpose of the Stalking Horse Transaction, as determined by FTI (if appointed as Monitor), Harte Gold and the Stalking Horse Bidder each acting reasonably, or as determined by the Court (the “**Cash Consideration**”);
- (b) Credit Bid Consideration: an amount equivalent to all amounts and obligations owing by Harte Gold under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Harte Gold under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Financing

Agreement, including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by Harte Gold under the DIP Term Sheet, which the Stalking Horse Bidder shall cause the release thereof in favour of Harte Gold at closing of the transactions set out in the Stalking Horse Bid (the “**Closing**”); and

- (c) Share Consideration: Fully paid ordinary shares of Silver Lake (the “**Silver Lake Shares**”) to be issued by Silver Lake in the name of AHG, in a number equal to the value of all property perfected and secured amounts and obligations owing by the Company’s to AGH under the Appian Facility Agreement as of the Closing Date, divided by the VWAP<sup>3</sup> of the Silver Lake Shares for the five trading days prior to the Closing Date, to AHG. If AHG sells all of the Share Consideration through the ASX (or if the Silver Lake Shares are no longer traded on the ASX, on such other exchange as the Silver Lake Shares are then traded) to a person who is not an affiliate of AHG within ninety (90) days of the closing date of the Stalking Horse Bid and the gross consideration (such consideration, the “**Realized Consideration**”) realized in respect of such sale is less than the amount equal to the number of Silver Lake Shares issued as Share Consideration multiplied by the amount equal to the VWAP of the Silver Lake Shares for the five trading days prior to the Closing Date (“**Closing Date Value**”), the Investor shall pay in cash, on or before the 100 day following the Closing Date (such timing at the Investor’s option), to AHG the difference between the Closing Date Value and the greater of (i) the VWAP of the Silver Lake Shares on the ASX for the two trading days prior to the day the Share Consideration is sold by AHG and (ii) the Realized Consideration;
- (a) Assumption of Assumed Liabilities: an amount equivalent to the Assumed Liabilities (as defined in the Stalking Horse Bid) which the Stalking Horse Bidder shall cause the Company to retain, at Closing, including, *inter alia*, all cure costs payable under the “Retained Contracts” as well as all “pre-filing” trade payables owing by the Company, up to a maximum amount of \$7.5 million.

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<sup>3</sup> “**VWAP**” means the volume weighted average trading price of the Silver Lake Shares for the applicable period on the ASX (or if the Silver Lake Shares are no longer traded on the ASX, on such other exchange as the Silver Lake Shares are then traded) or if not such prices are available for such applicable period, “VWAP” shall be the fair value per Silver Lake Share as reasonably determined by the board of directors of the Guarantor.

106. The transactions contemplated in the Stalking Horse Bid contemplate the following steps to be completed at Closing (the “**Closing Sequence**”), which Closing Sequence may be amended with the prior consent of Harte Gold and of FTI (if appointed as Monitor), acting reasonably, and provided that such amendment to the Closing Sequence does not materially alter or impact the Stalking horse Transaction or the considerations which Harte Gold and/or its stakeholders will benefit from as part of the Stalking Horse Transaction:<sup>4</sup>

- (a) First, the Stalking Horse Bidder shall pay the Cash Consideration (less the deposit to be paid within two (2) days following the issuance of the Initial Order by this Court (the “**Deposit**”)) to be held in escrow by FTI, on behalf of Harte Gold, and instruct FTI to release the entire Cash Consideration (including Deposit) in accordance with this Closing Sequence;
- (b) Second, the Stalking Horse Bidder shall cause Harte Gold to be released from all amounts and obligations owing by Harte Gold under: (a) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (b) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (c) Third, Harte Gold shall transfer to and cause “**ResidualCo 1**” and “**ResidualCo 2**” (companies to be incorporated by Harte Gold) to namely assume, respectively, the Excluded Assets and the Excluded Contracts, and the Excluded Liabilities (as such terms are defined below), pursuant to the Approval and Reverse Vesting Order, in consideration of which Harte Gold shall issue promissory notes to, respectively, ResidualCo 1 and ResidualCo 2 (the “**Excluded Assets and Contracts Promissory Note**” and the “**Excluded Liability Promissory Note**”) in an aggregate amount equivalent to the Cash Consideration;
- (d) Fourth, all issued and outstanding shares of Harte Gold (the “**Existing Shares**”) as well as any agreement, contract, plan, indenture, deed, certificate, subscription

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<sup>4</sup> References to FTI in this paragraph assumes its appointment as Monitor in the CCAA Proceedings.

rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of Harte Gold shall be deemed terminated and cancelled for no consideration in accordance with the Approval and Reverse Vesting Order;

- (e) Fifth, Harte Gold shall issue the Subscribed Shares and the Stalking Horse Bidder shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Deposit) shall be released from escrow for the benefit of Harte Gold, but shall continue to be held by the Monitor on Harte Gold's behalf;
- (f) Sixth, Harte Gold shall satisfy the amount owing under the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note using the Cash Consideration (including the Deposit) and shall irrevocably direct FTI to cause such payment to be made from the Cash Consideration (including the Deposit) held by FTI, although such amount shall continue to be held by the FTI on behalf of, respectively, ResidualCo 1 and ResidualCo 2; and
- (g) Seventh, Silver Lake shall deliver the Silver Lake Shares, issued in the name of AHG, in the amount of the Share Consideration, to AHG; and
- (h) Eighth, the Monitor shall release the Share Consideration to AHG, in full and final satisfaction of the amounts owing under the Appian Facility Agreement and all obligations owing thereunder.

107. The Stalking Horse Bid also contemplates a "Target Closing Date" of February 18, 2022 and an "Outside Closing Date" of March 31, 2022, and is subject to standard conditions, including a declaration that the Stalking Horse Bid is the "Successful Bid" in the SISF, and the approval thereof by the Court.

108. The Stalking Horse Bid is not contingent on any financing condition in favour of the Stalking Horse Bidder, nor does it contemplate any break-fee should it not be declared the "Successful Bid" in accordance with the SISF Procedures. However, all fees and expenses incurred or to be incurred by the Stalking Horse Bidder in connection with the Stalking Horse Bid and the implementation of the transactions contemplated thereunder, provided it is declared to



the “Successful Bid” in the SISP and it is approved by the Court, will be considered as expenses payable under the BNPP Credit Agreement and in turn the DIP Term Sheet.

109. Pursuant to the Stalking Horse Bid, Silver Lake has agreed to guarantee and be responsible for all obligations of the Stalking Horse Bidder thereunder.

#### **B. The Effects of the Proposed Transactions**

110. If the Stalking Horse Bid is ultimately declared the “*Successful Bid*” pursuant to the SISP Procedures and the Stalking Horse Transaction is implemented in accordance with its terms, the Stalking Horse Bidder will become the sole shareholder of Harte Gold, and:

- (a) All “**Excluded Assets**”, meaning all Property of Harte Gold specifically designated by the Stalking Horse Bidder to be Excluded Assets, and “**Excluded Contracts**”, meaning all contracts listed as such in the schedules to the Stalking Horse Agreement, shall be transferred to and vest in ResidualCo. 1, and any liability or obligation of Harte Gold in relation therewith will be deemed “Excluded Liabilities” (as defined below);
- (b) All “**Excluded Liabilities**”, meaning all obligations and liabilities of the Harte Gold (other than the obligations and liabilities expressly assumed by the Stalking Horse Bidder (the “**Assumed Liabilities**”)), shall be transferred to and vest in ResidualCo. 2, and Harte Gold shall be discharged from such Excluded Liabilities; and
- (c) All assets other than the Excluded Assets (the “**Retained Assets**”) shall be retained by Harte Gold to the exclusion of all other persons, free and clear of and from any encumbrances, save exceptions, and all Retained Contracts shall also be retained by Harte Gold, subject to the Stalking Horse Bidder satisfying or otherwise causing Harte Gold to satisfy all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of Harte Gold’s insolvency, the commencement of the CCAA Proceedings by Harte Gold or Harte Gold’s failure to perform a non-monetary obligation.

## **IX. THE SISP & THE SISP PROCEDURES**

111. In the context of its discussions regarding the Stalking Horse Bid, Harte Gold, in consultation with FTI, propose to conduct the SISP in accordance with the SISP Procedures, which contemplates the following milestones:<sup>5</sup>

<b>DATE</b>	<b>MILESTONE</b>
By no later than 1 day following the issuance by the Court of the SISP Order	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time)	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with the SISP Procedures	Hearing of the Approval Motion

112. As appears from the above, if one or more Superior Bids, as defined in the SISP (as defined in the SISP Procedures), other than the Stalking Horse Bid, are received by the Bid Deadline, then an auction shall be conducted to determine and secure the highest or otherwise best bid.

## **X. THE DIP FINANCING AGREEMENT**

113. As previously discussed, concurrently with the execution of the Stalking Horse Bid, Harte Gold also negotiated and entered into the DIP Financing Agreement with 833 Ontario.

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<sup>5</sup> Capitalized terms used in this paragraph shall have the same meaning ascribed to them in the SISP Procedures.

(a) The primary terms of the DIP Financing Agreement are summarized below:

<b>SUMMARY OF KEY TERMS OF THE DIP FINANCING AGREEMENT</b>	
Lender	833 Ontario Inc.
Facility Amount	\$10.8 million
Funding/Availability	<p><u>Initial Advance</u>: \$400,000.</p> <p><u>Subsequent Advances</u>: Funding of the entire balance of the DIP Loan (\$10,400,000) into the Monitor's account, and release of portions of the Subsequent Advances from the Monitor's account to the Company, on a weekly basis, following the issuance of Subsequent Advance Notice, all in accordance with the DIP Budget</p>
Interest	<p><u>Standby interest fee</u>: 2% (for all amounts sitting in the Monitor's account; and</p> <p><u>Interest on amounts advanced and received by the Company</u>: 5%.</p>
Fees	All fees, costs and expenses (including legal fees) incurred by the lender in connection with the existing BNPP Credit Agreement, the DIP Term Sheet, the CCAA Proceedings, the Stalking Horse Bid and the implementation of the Stalking Horse Transaction (if declared the successful bid and if approved by the Court)
Security	<p>Priority DIP Charge ranking senior to all encumbrances, except:</p> <p>(a) Priority payables; and</p> <p>(b) CCAA Administration Charge</p>
Permitted Variance (vs DIP Budget)	Up to fifteen percent (15%) in respect of cumulative net cashflow (excluding the fees and expenses of the DIP Lender). Cash flow forecasts may be revised every week.
Maturity	<p>The earlier of:</p> <p>(a) six (6) months after the issuance of the Initial Order;</p> <p>(b) the completion of a sale or sales of all or substantially all of the Borrower's assets, shares and/or business;</p> <p>(c) the implementation of a CCAA plan;</p> <p>(d) the date on which the stay in the Initial Order expires or on which the CCAA Proceedings is terminated or dismissed; or</p>

	(e) the occurrence of an Event of Default under the DIP Term Sheet
Other Provisions	Harte Gold and the Monitor shall not be required to disclose any information to the DIP Lender that the Company or the Monitor believes, acting reasonably, could impact the Harte Gold's sale or restructuring efforts.

114. The DIP Financing Agreement is conditional upon standard terms and conditions, including, *inter alia*, this Court approving a DIP Charge securing all obligations of Harte Gold under or in connection with the DIP Financing Agreement.

**XI. THE PROPOSED INITIAL ORDER & ARIO**

**A. Stay of Proceedings**

115. As of the date hereof, Harte Gold is unable to meet its liabilities as they become due and is insolvent.

116. A stay of proceedings under the CCAA will allow Harte Gold to (i) obtain the funding necessary to continue operations, (ii) undertake the SISF, if approved by the Court, and (iii) seek approval for the Successful Bid at the conclusion of the SISF and, if approved by the Court, complete the transaction, contemplated by the Successful Bid, all for the benefit of Harte Gold's creditors and other stakeholders.

117. Harte Gold therefore requests a stay of proceedings for an initial period of ten (10) days, and, if granted by this Court, Harte Gold will subsequently request at the Comeback Hearing an extension of the Stay Period until January 31, 2022.

118. As set out in the cash flow projection (the "**Cash Flow Statement**") that was prepared by Harte Gold and reviewed by the Proposed Monitor for the period from December 4, 2021 to March 24, 2022, a copy of which is attached hereto as **Exhibit "Y"**, Harte Gold expects that, with the funds to be advanced under the DIP Financing Agreement, it will have sufficient cash to fund its projected operating costs during such period.

**B. Appointment of FTI as Monitor**

119. FTI has consented to act as the Court-appointed Monitor of Harte Gold, subject to Court approval. A copy of FTI's consent to act is attached hereto as **Exhibit "Z"**.

120. FTI is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (as amended) and is not subject to any of the restrictions on who may be appointed as Monitor set out in section 11.7(2) of the CCAA.

121. I understand that FTI has extensive experience in matters of this nature and is therefore well-suited to this mandate. FTI has provided no accounting or auditing advice to Harte Gold. Fees payable to FTI pursuant to its engagement letter are based on hours worked multiplied by normal hourly rates. FTI is not entitled to any success-based or other contingency-based fee with respect to any of the services provided, including assisting with the Pre-Filing Strategic Process or the SISP.

122. I am advised by Nigel Meakin of FTI that the Proposed Monitor is supportive of the relief being sought by Harte Gold in the draft Initial Order, as described in this Affidavit. Mr. Meakin has also advised me that the Proposed Monitor will be filing a pre-filing Monitor's report in respect of such relief. If appointed as Monitor, FTI will also file a report in respect of the relief to be sought at the Comeback Hearing.

### **C. Administration Charge**

123. Harte Gold is seeking a charge on the Property in the maximum amount of \$500,000, as part of the Initial Order, and then increased to a total amount of \$1,500,000, as part of the ARIO, to secure the fees and disbursements incurred in connection with services rendered to Harte Gold both before and after the commencement of the CCAA Proceedings by the Monitor, counsel to the Monitor, counsel to Harte Gold and counsel to Harte Gold's directors and officers (the "**Administration Charge**").

124. Harte Gold has worked with the Proposed Monitor to estimate the proposed quantum of the Administration Charge. The Proposed Monitor has reviewed the quantum of the Administration Charge and has advised that it believes that the Administration Charge (including its proposed quantum) is reasonable and appropriate in the circumstances, given the services to be provided by the beneficiaries of the Administration Charge and the complexities of the CCAA Proceedings. The quantum of the Administration Charge contemplated in the Initial Order was specifically sized by the Company, in consultation with the Proposed Monitor, based upon the fees incurred by the beneficiaries of the Administration Charge prior to this Application and the fees expected to be incurred within the first ten (10) days of these CCAA Proceedings.

#### **D. DIP Financing**

125. As appears from the Cash Flow Statement prepared by Harte Gold and reviewed by the Proposed Monitor, Harte Gold expects the need for interim financing (including prior to the Comeback Hearing) to fund these CCAA Proceedings and the SISP. Accordingly, as referenced above, on December 6, 2021, the DIP Financing Agreement was entered into between Harte Gold, as borrower and 833 Ontario, as DIP Lender.

126. As the amount of the DIP Loan will be provided by 833 Ontario, who already benefits from a first ranking security interest on the Property of Harte Gold, I do not expect any material prejudice to any of other existing creditor of Harte Gold should the Court approve the DIP Financing Agreement and the proposed DIP Lender's Charge.

127. The Proposed Monitor has advised that it is supportive of the approval of the DIP Financing Agreement and DIP Lender's Charge.

128. Accordingly, I believe that it is appropriate in the circumstances for this Court to approve the DIP Financing Agreement and the DIP Lender's Charge.

#### **E. Directors' Charge**

129. In order to continue to carry on business during these CCAA Proceedings, Harte Gold requires the active and committed involvement of its D&Os.

130. Since the continued assistance of the D&Os is required to ensure that these CCAA Proceedings and the SISP are successfully completed, these D&Os require, in turn, that Harte Gold indemnify them for liabilities which they may incur in the context of their positions with Harte Gold after the filing of these CCAA Proceedings, including liabilities relating to employee vacations accrued prior to these CCAA Proceedings, but which may be crystalized after the commencement of such proceedings.

131. Although Harte Gold intends to comply with all applicable laws and regulations, including with respect to the timely remittance of deductions at source and federal and provincial sales taxes, the D&Os remain nevertheless concerned about their potential personal liability, particularly in the present circumstances.

132. Although Harte Gold has previously maintained directors' and officers' liability insurance (the "**D&O Insurance**"), such D&O Insurance was set to expire on October 31, 2021. While Harte Gold was able to extend the coverage period for the D&O Insurance until November 3, 2021 in order to allow it to pursue discussions with its insurer regarding a potential longer extension, it

became evident that such extension would only be available at a significant cost that given Harte Gold's current circumstances, it could not afford. Therefore, on November 3, 2021, Harte Gold ultimately decided not to further extend the coverage period for the D&O Insurance. Accordingly, while a two-year extended claim reporting period is in place for claims arising for activities prior to the expiry of the D&O Insurance on November 3, 2021, there is currently no D&O Insurance in place and Harte Gold is unable to obtain D&O Insurance to protect its directors and officers from potential directors' and officers' liability that could arise from their continuing to serve since that date and during the CCAA Proceedings.

133. Harte Gold therefore requests a Court-ordered charge over its Property (the "**Directors' Charge**") in the amount of \$2,400,000 as part of the Initial Order and the ARIO to secure the above referenced indemnity of Harte Gold in favour of the D&Os in connection with any claim which may be asserted against them from and after the commencement of these proceedings, including claims relating to employee vacations accrued prior to these CCAA Proceedings, but which may be crystallized after the commencement of such proceedings, to the extent that such claims are not covered or sufficiently by the D&O Insurance.

134. The Proposed Monitor has advised that it is supportive of the proposed Directors' Charge and quantum thereof.

135. I believe that in these circumstances, the requested Directors' Charge is reasonable and adequate given, notably, the complexity of their business, and the corresponding potential exposure of Harte Gold's D&Os to personal liability, especially in the present context. The quantum of the Directors' Charge contemplated in the Initial Order was specifically sized by the Company, in consultation with the Proposed Monitor, based upon the potential director liabilities, particularly liabilities related to employee source deductions and vacation pay, which is expected to accrue during the initial ten (10) days of these CCAA Proceedings or accrued prior to the CCAA Proceedings but could crystallize within the first ten (10) days.

136. Absent the approval by this Court of the Directors' Charge in the amounts set out above, I have been advised that some or all of Harte Gold's D&Os will resign, which would, in all likelihood, render these CCAA Proceeding and the SISF much more challenging, and possibly much more costly, to the detriment of Harte Gold's creditors and other stakeholders.

#### **F. Ranking of the Court Ordered Charges**

137. The proposed ranking of the court ordered charges is as follows:

- (a) Administration Charge (\$500,000 in the Initial Order and \$1,500,000 in the ARIO);
- (b) DIP Lender's Charge; and
- (c) Directors' Charge (\$2,400,000 in both the Initial Order and in the ARIO).

138. Pursuant to the proposed Initial Order, the charges on the assets and property of the Company would rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any person, notwithstanding the order of perfection or attachment, except for any secured creditor of the Company who does not receive notice of this Application. The proposed ARIO contemplates that the charges would rank ahead of all Encumbrances on a subsequent motion on notice to those persons likely to be affected thereby.

## **XII. THE PROPOSED SISP ORDER**

139. As previously mentioned, Harte Gold shall seek, at the Comeback Hearing, the issuance of the SISP Order which provides for:

- (a) The approval by this Court to use the Stalking Horse Bid as a "stalking horse bid"; and
- (b) The approval by this Court of the SISP and related SISP Procedures.

140. With respect to the Stalking Horse Bid, it establishes a baseline consideration which has the potential to improve if any other bids are received in the context of the SISP. The Stalking Horse Bid also provides significant value by ensuring that there will be a going concern outcome for Harte Gold's business. Most notably, the Stalking Horse Bid provides:

- (a) Significant consideration for the Subscribed Shares;
- (b) A clear path to pursuing Harte Gold's operations and business activities as a going concern; and
- (c) Material benefits for Harte Gold's employees, suppliers and contractors who will all benefit from the continuation of Harte Gold's operations and business activities.

141. In addition, as previously mentioned, the Stalking Horse Bid is not contingent on any financing condition in favour of the Stalking Horse Bidder, and the implementation of the transaction contemplated thereunder is mainly subject to the declaration of the Stalking Horse Bid as being the "Successful Bid" in the SISP, and the approval of such bid by the Court. Additionally,



the Stalking Horse Bid does not contemplate any break-fee should it not be declared the “*Successful Bid*” in accordance with the SISP Procedures.

142. I also believe that the SISP Procedures are fair, efficient and will maximize the chance to obtain the highest or otherwise best offer for Harte Gold’s equity, assets, rights, undertakings and properties, in the best interest of Harte Gold’s stakeholders, including its employees, its creditors, its suppliers and contracting parties. The SISP Procedures were designed in consultation with the Proposed Monitor who has intimate knowledge of the potential Bidders given its involvement in the Pre-Filing Sales Process.

143. Given the nature of Harte Gold’s business, operations and Property and given the fact that a Pre-Filing Strategic Process has already been conducted since May 2021, Harte Gold believes that the proposed SISP as well as the related milestones and SISP Procedures are reasonable in the circumstances and therefore requests that they be approved by this Court.

**XIII. CONCLUSION**

In light of the foregoing, I believe that the reliefs sought by the Company as part of the Application are reasonable in the circumstances.

I confirm that while connected via video conference technology, the affiant showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I also confirm that I have reviewed each page of this affidavit with the affiant and verify that the pages are identical.

Sworn before me remotely by videoconference by Frazer Bourchier stated as being located in the City of Toronto, in the Province of Ontario before me in the City of Toronto, in the Province of Ontario this 6<sup>th</sup> day of December, 2021, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits



\_\_\_\_\_  
**FRAZER BOURCHIER**

# EXHIBIT “B”

**EXHIBIT "B"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

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A Commissioner for Taking Affidavits

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

THE HONOURABLE ) MONDAY, THE 20<sup>th</sup>  
 )  
MR. JUSTICE PATTILLO ) DAY OF DECEMBER, 2021

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**  
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**AMENDED AND RESTATED INITIAL ORDER**

**THIS MOTION** made by Harte Gold Corp. (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form included in the Applicant's Motion Record was heard this day via video-conference due to the ongoing COVID-19 pandemic.

**ON READING** the Notice of Motion of the Applicant, the affidavits of Frazer Bouchier respectively sworn on December 6, 2021 (the "**Initial Application Affidavit**") and December 15, 2021 (the "**Comeback Affidavit**", together with the Initial Application Affidavit, the "**Bouchier Affidavits**"), the Exhibits thereto and the First Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicant ("**FTI**" or the "**Monitor**"), filed, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice;

**ON HEARING** the submissions of counsel for the Applicant, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited), counsel for the Appian Parties (as defined in the Bouchier Affidavit), counsel for Orion Resource Partners (USA) LP and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of Ben Muller dated December 10, 2021, and on reading the consent of FTI to act as the Monitor;

## **SERVICE**

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

## **APPLICATION**

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

## **PLAN OF ARRANGEMENT**

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

## **POSSESSION OF PROPERTY AND OPERATIONS**

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

5. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Bouchier Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash

Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

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

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

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services and lease payments for mining equipment used in the operation of the Business; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

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

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of

- (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order. The Applicant may pay such Rent twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

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



## RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as defined hereinafter), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$2,500,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing.

all the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant’s claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours’ prior written notice,

and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

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

14. **THIS COURT ORDERS** that until and including January 31, 2022, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

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

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

#### **NO INTERFERENCE WITH RIGHTS**

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

## **CONTINUATION OF SERVICES**

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

## **NON-DEROGATION OF RIGHTS**

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

## **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

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

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

20. **THIS COURT ORDERS** that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, including with respect to employee vacation pay which may have accrued prior to the commencement of these proceedings but which may become due and payable after the commencement of these proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,400,000, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 38 and 40 herein.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 herein.

## **APPOINTMENT OF MONITOR**

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

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

- (a) monitor the Applicant's receipts and disbursements;

- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination of reports and other information to the DIP Lender (as defined herein) and their respective counsel, pursuant to and in accordance with the Definitive Documents, or as may otherwise be reasonably requested by the DIP Lender;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender under the Definitive Documents, which information shall be reviewed with the Monitor and delivered to the DIP Lender and their respective counsel in accordance with the Definitive Documents;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan, if applicable;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan, if applicable;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

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

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

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

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

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicant and counsel to the Applicant's directors and officers shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicant and counsel to the Applicant's directors and officers on a weekly basis and, in addition, the Applicant is hereby

authorized to pay to the Monitor, counsel to the Monitor, counsel to the Applicant and counsel to the Applicant's directors and officers reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicant's counsel, and counsel to the Applicant's directors and officers shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,500,000, as security for their professional fees and disbursements incurred at their respective standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 38 and 40 herein.

#### **DIP FINANCING**

32. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute, enter into and deliver the DIP Facility Loan Agreement (the "**DIP Credit Agreement**") dated December 6, 2021 between, the Applicant, as borrower, and 1000025833 Ontario Inc., as lender (the "**DIP Lender**"), and to borrow, in accordance with the terms and conditions of the DIP Credit Agreement, interim financing of up to \$10,800,000 (the "**DIP Facility**") to, among other things, fund the Applicant's working capital requirements and other general corporate purposes of the Applicant.

33. **THIS COURT ORDERS** that, in addition to the DIP Credit Agreement, the Applicant is also hereby authorized and empowered to execute and deliver such other credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Credit Agreement, the "**Definitive Documents**"), as are contemplated by the DIP Credit Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Credit Agreement and the other Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

34. **THIS COURT ORDERS** that, as security for the Applicant's obligations under the Definitive Documents, the DIP Lender shall be entitled to the benefit of and are hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 38 and 40 herein.

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

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Credit Agreement, the other Definitive Documents or the DIP Lender's Charge, upon five (5) days notice to the Applicant and the Monitor, the DIP Lender may exercise any rights and remedies against the Applicant or the Property under or pursuant to the DIP Credit Agreement, the other Definitive Documents and the DIP Lender's Charge, including, without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts that may be owing by the DIP Lender against the obligations of the Applicant to the DIP Lender under the DIP Credit Agreement, the other Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

36. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the BIA, with respect to any advances made under the DIP Credit Agreement and the other Definitive Documents.

37. **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the DIP Credit Agreement, the other Definitive Documents or the DIP Lender's Charge shall subsequently be



stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a “**Variation**”) whether by subsequent order of this Court on or pending an appeal from this Order, such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), under the DIP Credit Agreement or the other Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lender being given notice of the Variation, and DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender’s Charge) for all advances so made and other obligations set out in the DIP Credit Agreement and the other Definitive Documents.

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

38. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Lender’s Charge and the Directors’ Charge (collectively, the “**Charges**”), as among them, shall be as follows:

*First* – the Administration Charge (to the maximum amount of \$1,500,000);

*Second* – the DIP Lender’s Charge;

*Third* – the Directors’ Charge (to the maximum amount of \$2,400,000).

39. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

40. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

41. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor and of the applicable chargee(s) entitled to the benefit of the Charges (collectively, the “**Chargees**”) or further Order of this Court.

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

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

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

#### **SERVICE AND NOTICE**

44. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the and any other publication that the Monitor may determine to be appropriate in the circumstances, a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA,

(B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

45. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://cfcanada.fticonsulting.com/harte>.

46. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **SEALING PROVISION**

47. **THIS COURT ORDERS** that Confidential Exhibit “AA” of the Initial Application Affidavit, Confidential Exhibit “A” of the Comeback Affidavit and Confidential Exhibit “B” of the Comeback Affidavit are hereby sealed pending further order of the Court, and shall not form part of the public record.

## GENERAL

48. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

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

52. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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

Court File No.: CV-21-00673304-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD**

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

Proceeding commenced at Toronto

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**AMENDED AND RESTATED  
INITIAL ORDER**

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**STIKEMAN ELLIOTT LLP**

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**Lawyers for the Applicant**



# EXHIBIT “C”

**EXHIBIT "C"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

---

A Commissioner for Taking Affidavits



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

THE HONOURABLE ) MONDAY, THE 20<sup>th</sup>  
 )  
MR. JUSTICE PENNY ) DAY OF DECEMBER, 2021

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**  
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**SISP APPROVAL ORDER**

**THIS MOTION**, made by Harte Gold Corp. (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, substantially in the form included in the Applicant's Motion Record, was heard this day via video-conference due to the ongoing COVID-19 pandemic.

**ON READING** the Notice of Motion of the Applicant, the affidavits of Frazer Bouchier respectively sworn on December 6, 2021 (the "**Initial Application Affidavit**") and December 15, 2021 (the "**Comeback Affidavit**", together with the Initial Application Affidavit, the "**Bouchier Affidavits**"), the Exhibits thereto and the First Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicant ("**FTI**" or the "**Monitor**"), filed;

**ON HEARING** the submissions of counsel for the Applicant, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited), counsel for the Appian Parties (as defined in the Bouchier Affidavits) and counsel for Orion Resource Partners (USA) LP and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of Ben Muller dated December 10, 2021;

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them under the Procedures for the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP Procedures**") or the Amended and Restated Initial Order dated December 20, 2021.

## **APPROVAL OF THE STALKING HORSE BID, THE SISP AND THE SISP PROCEDURES**

3. **THIS COURT ORDERS AND DECLARES** that the execution by the Applicant of the Amended and Restated Subscription Agreement dated as of December 15, 2021 in the form attached as Exhibit "C" to the Comeback Affidavit (the "**Stalking Horse Agreement**") is hereby authorized and approved, *nunc pro tunc*.
4. **THIS COURT AUTHORIZES** the Applicant to use the Stalking Horse Agreement as the "stalking horse bid" in the SISP (the "**Stalking Horse Bid**"). For greater certainty, nothing herein approves the transaction contemplated in the Stalking Horse Bid, and the approval of any transaction contemplated by the SISP, shall be determined on a subsequent motion made to this Court.
5. **THIS COURT ORDERS** that the SISP and the SISP Procedures, substantially in the form attached hereto, be and are hereby approved, and the Applicant and the Monitor are authorized and directed to carry out the SISP in accordance with the SISP Procedures and this Order, and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the SISP.
6. **THIS COURT ORDERS** that the Applicant, the Monitor and their respective affiliates, partners, directors, employees, advisors, lawyers, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Applicant or the Monitor, as applicable, as determined by the Court in a final order that is not subject to appeal or other review.

7. **THIS COURT ORDERS** that notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property.

8. **THIS COURT ORDERS** that the Applicant and the Monitor, or any other interested party on at least five (5) Business Days' notice to the lawyers for each of the Applicant, the Monitor and all other parties on the service list established in these proceedings, may apply to this Court for directions with respect to the SISP at any time.

#### **PIPEDA**

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant and the Monitor are hereby authorized and permitted to disclose and provide to each Qualified Bidder, personal information of identifiable individuals, including employees of the Applicant, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each Qualified Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant or the Monitor, as applicable, or, in the alternative, destroy all such information and provide confirmation of its destruction to the Applicant and the Monitor. The Successful Bidder shall maintain the privacy of such information and, upon closing of the Transaction contemplated in the Successful Bid, shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Applicant and the Monitor.

#### **GENERAL**

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

give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

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

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

A handwritten signature in blue ink, appearing to read "P. J.", is written over a solid horizontal line. The signature is stylized and cursive.

**SCHEDULE "A"**  
**SISP PROCEDURES**

## PROCEDURES FOR THE SALE AND INVESTMENT SOLICITATION PROCESS

### Introduction

- A. Since May 2021, Harte Gold Corp. ("**Harte Gold**"), with the assistance of, *inter alia*, FTI Consulting Canada Inc. ("**FTI**"), has been conducting a strategic review process (the "**Pre-Filing Strategic Process**") with a view to finding an investor or a purchaser who would allow Harte Gold to pursue its operations as a going concern and maximize value for stakeholders (the "**Opportunity**");
- B. During the Pre-Filing Strategic Process, 1000025833 Ontario Inc. (the "**Stalking Horse Bidder**") expressed interest in the Opportunity, which culminated with the execution on December 6, 2021 of a Subscription Agreement (as amended and restated on December 15, 2021, the "**Stalking Horse Bid**") between Harte Gold and the Stalking Horse Bidder, pursuant to which the Stalking Horse Bidder agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of a sale and investment solicitation process (the "**SISP**") to be undertaken within court-supervised proceedings to be commenced by Harte Gold under the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**"), and (ii) if the Stalking Horse Bidder is determined to be the Successful Bidder (as defined herein), to subscribe for and purchase from Harte Gold, the Subscribed Shares (as defined in the Stalking Horse Bid), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Harte Gold (the "**Stalking Horse Transaction**");
- C. On December 7, 2021 (the "**Filing Date**"), Harte Gold sought and obtained an initial order (as amended, supplemented or amended and restated from time to time, the "**Initial Order**") under the CCAA from the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"), pursuant to which, among other things, FTI was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**");
- D. On December 20, 2021 the CCAA Court granted an order (the "**SISP Order**"), among other things, approving the Stalking Horse Bid and the procedures set out herein (the "**SISP Procedures**");
- E. The purpose of these SISP Procedures is to set out terms and procedures for a transparent, fair and efficient solicitation process to obtain the highest or otherwise best offer for Harte Gold's equity, assets, rights, undertakings and properties (collectively, the "**Property**"); and
- F. Accordingly, these SISP Procedures describe, among other things: (a) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, (b) the manner in which bidders and bids become Qualified Bidders, Qualified Bids, and Auction Bidders, as applicable, (c) the evaluation of bids received, (d) the guidelines for the ultimate selection of the Successful Bid and/or Back-up Bid, and (e) the process for obtaining such approvals (including the approval of the CCAA Court) as may be necessary or appropriate in respect of a Successful Bid.

## **Defined Terms**

1. Capitalized terms used in these SISP Procedures and not otherwise defined have the meanings given to them below:
  - (a) “**Approval Hearing**” is defined in paragraph 2.
  - (b) “**Approval Motion**” is defined in paragraph 25.
  - (c) “**Auction**” is defined in paragraph 22.
  - (d) “**Auction Bidders**” is defined in paragraph 23.
  - (e) “**Auction Date**” is defined in paragraph 2.
  - (f) “**Back-Up Bid**” is defined in paragraph 24.(i).
  - (g) “**Back-Up Bidder**” is defined in paragraph 24.(i).
  - (h) “**Bid**” is defined in paragraph 18.
  - (i) “**Bid Deadline**” is defined in paragraph 2.
  - (j) “**Business**” means Harte Gold’s business and activities as at Filing Date.
  - (k) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
  - (l) “**CA**” means the *Competition Act*, R.S.C., 1985, c. C-34, as amended.
  - (m) “**CCAA**” is defined in the introduction.
  - (n) “**CCAA Court**” is defined in the introduction.
  - (o) “**CCAA Proceedings**” is defined in the introduction.
  - (p) “**Closing**” means the completion of the transaction contemplated by the Successful Bid.
  - (q) “**Data Room**” is defined in paragraph 11.
  - (r) “**Deposit**” is defined in paragraph 18.(h)(x).
  - (s) “**Filing Date**” is defined in the introduction.
  - (t) “**FTI**” is defined in the introduction.
  - (u) “**Harte Gold**” is defined in the introduction.
  - (v) “**ICA**” means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.
  - (w) “**Initial Order**” is defined in the introduction.
  - (x) “**Initial Overbid Amount**” means \$500,000.

- (y) **“Known Potential Bidder”** means any party identified as a potential bidder by Harte Gold, in consultation with the Monitor, whether or not such party participated in the Pre-Filing Strategic Process, and for greater certainty shall include each party that has submitted a bid in the Pre-Filing Strategic Process.
- (z) **“Monitor”** is defined in the introduction.
- (aa) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/harte>.
- (bb) **“NDA”** means a non-disclosure agreement in form and substance satisfactory to Harte Gold, in consultation with the Monitor.
- (cc) **“Opening Bid”** is defined in paragraph 24.(b).
- (dd) **“Overbid”** is defined in paragraph 24.(e).
- (ee) **“Overbid Amount”** means \$500,000 or such higher amount as Harte Gold, in consultation with the Monitor, may determine in advance of any round of bidding in the Auction to be applicable for that round of the Auction.
- (ff) **“Participation Letter”** is defined in paragraph 7.(a).
- (gg) **“Potential Bidder”** is defined in paragraph 4.
- (hh) **“Pre-Filing Strategic Process”** is defined in the introduction.
- (ii) **“Property”** is defined in the introduction.
- (jj) **“Qualified Bid”** is defined in paragraph 18.
- (kk) **“Qualified Bidder”** is defined in paragraph 0.
- (ll) **“Required Acknowledgement”** means the written acknowledgement in the form attached hereto as Schedule “[B]” to be executed by a party wishing to participate in the SISP.
- (mm) **“SISP”** is defined in the introduction.
- (nn) **“SISP Order”** is defined in the introduction.
- (oo) **“SISP Press Release”** means a press release to be issued by Harte Gold substantially in the form attached hereto as Schedule “[C]”.
- (pp) **“SISP Procedures”** is defined in the introduction.
- (qq) **“Solicitation Materials Distribution Date”** is defined in paragraph 2.
- (rr) **“Solicitation Notice”** means a notice describing the opportunity to participate in the SISP.
- (ss) **“Stalking Horse Bid”** is defined in the introduction.
- (tt) **“Stalking Horse Bidder”** is defined in the introduction.
- (uu) **“Stalking Horse Transaction”** is defined in the introduction.



- (vv) **“Subscription Agreement”** means the template subscription agreement, in a form substantially similar to the Stalking Horse Bid, to be placed in the Data Room.
- (ww) **“Successful Bid”** is defined in paragraph 24.(i).
- (xx) **“Successful Bidder”** is defined in paragraph 24.(i).
- (yy) **“Superior Offer”** means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate of the “Subscription Price” as defined in and contemplated by the Stalking Horse Transaction plus the Initial Overbid Amount, including cash consideration sufficient to pay in cash the Cash Consideration (as defined in the Stalking Horse Bid) and amounts owing to the Stalking Horse Bidder under the BNPP Credit Agreement and under the DIP Term Sheet, and (ii) Harte Gold and the Monitor, each with the assistance of their legal advisors, consider to be better than the Stalking Horse Transaction.

**Key Dates**

2. The key dates for the SISP are as follows:

<b>DATE</b>	<b>MILESTONE</b>
By no later than 1 day following the issuance by the Court of the SISP Order  <b>(“Solicitation Materials Distribution Date”)</b>	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time)  <b>(“Bid Deadline”)</b>	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022  <b>(“Auction Date”)</b>	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with paragraph 21  <b>(“Approval Hearing”)</b>	Hearing of the Approval Motion

### **Supervision of the SISP**

3. The Monitor shall supervise Harte Gold's conduct of the SISP as outlined herein. In the event that there is disagreement or clarification is required as to the interpretation or application of this SISP or the responsibilities of the Monitor or Harte Gold hereunder, the CCAA Court will have jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor, Harte Gold or any other interested party with a hearing which shall be scheduled on not less than three (3) Business Days' notice.

### **Solicitation of Interest**

4. For all purposes of this SISP, the following persons shall be considered as potential bidders (each, a "**Potential Bidder**"): (i) the Known Potential Bidders, and (ii) any other party that executes a Required Acknowledgement and is permitted by Harte Gold, with the consent of the Monitor, to participate in the SISP.
5. As soon as reasonably practicable after the granting of the SISP Order:
  - (a) the Monitor will post the SISP Order and the SISP Procedures on the Monitor's Website; and
  - (b) Harte Gold will issue the SISP Press Release with Canada Newswire designating dissemination in Canada and internationally.
6. By no later than the Solicitation Materials Distribution Date, the Monitor, on behalf of Harte Gold, shall distribute the Solicitation Notice and form of Required Acknowledgement to Known Potential Bidders inviting the Known Potential Bidders to submit a bid pursuant to these SISP Procedures.

### **Participation Requirements**

7. Subject to paragraph 8, in order to participate in the SISP, each Potential Bidder must deliver the following information and executed documents to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto:
  - (a) a letter (a "**Participation Letter**") setting forth (i) the identity, the type and the jurisdiction of organization of the Potential Bidder, (ii) the contact information for such Potential Bidder, (iii) full disclosure of the direct and indirect owners and principals of the Potential Bidder, and (iv) such financial disclosure and credit quality support or enhancement that allows Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a transaction pursuant to a Superior Offer;
  - (b) an executed NDA; and
  - (c) a copy of the Required Acknowledgment executed by the Potential Bidder.
8. Harte Gold, with the consent of the Monitor may waive compliance with paragraphs 7.(a) and 7.(b) of these SISP Procedures for any Potential Bidder that is deemed by Harte Gold, with the consent of the Monitor, to have adequately satisfied the requirements set forth in paragraphs 7.(a) and 7.(b), as applicable, during the Pre-Filing Strategic Process.

9. A Potential Bidder that has delivered the necessary documents and information in accordance with paragraphs 7 and 8 and that Harte Gold, in its reasonable business judgment, in consultation with the Monitor, determines is likely, based on the availability of financing, experience and other considerations, to be able to submit a Superior Offer by the Bid Deadline will be deemed to be a **“Qualified Bidder”**.
10. Notwithstanding paragraphs 7 to 0, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

### **Access to Data Room**

11. Harte Gold, with the assistance of the Monitor, shall provide each Qualified Bidder with access to a secure online electronic data room (the **“Data Room”**) containing due diligence information.
12. The Monitor shall coordinate all reasonable requests from Qualified Bidders for additional information and due diligence access; provided that the Monitor and Harte Gold may decline to provide (or elect to withdraw access to) due diligence information to any Qualified Bidder (other than the Stalking Horse Bidder) who, at such time and in the reasonable business judgment of Harte Gold, after consultation with the Monitor, has not established (or there is otherwise a reasonable basis to doubt), that such Qualified Bidder intends in good faith to, or has the capacity to, consummate a transaction.
13. Harte Gold also reserves its right, in consultation with the Monitor, to withhold any diligence materials that Harte Gold determines are sensitive or otherwise not appropriate for disclosure to a Qualified Bidder that Harte Gold determines is (or is affiliated with) a competitor or is otherwise an entity to which the disclosure of sensitive or competitive information, in Harte Gold’s exercise of its reasonable business judgment (in consultation with the Monitor), may risk unduly placing Harte Gold at a competitive disadvantage or make it subject to regulatory scrutiny.
14. All due diligence and information requests must be directed to the Monitor at the email addresses specified in **Schedule A** hereto.
15. Harte Gold, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives make no promise, representation, warranty, condition or guarantee of any kind, nature or description as to the information (a) contained in the Data Room, or (b) otherwise made available in connection with this SISP, except, in the case of Harte Gold only, to the extent expressly contemplated in any executed definitive sale or investment agreement with a Successful Bidder.
16. Without limiting the generality of any term or condition of any NDA between Harte Gold and any Potential Bidder or Qualified Bidder, unless otherwise agreed by Harte Gold or ordered by the CCAA Court, no Potential Bidder or Qualified Bidder shall be permitted to have any discussions with (a) any counterparty to any contract with Harte Gold, any current or former director, manager, shareholder, officer, member or employee of Harte Gold, other than in the normal course of business and wholly unrelated to Harte Gold, the potential transaction, the Confidential Information (as defined in the NDA), the SISP or the CCAA Proceedings, and (b) any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, nothing herein shall prohibit secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, from communicating with each other, solely to discuss their secured interests in Harte Gold in their capacities as secured creditors, unless such secured creditors have been advised

by the Company or the Monitor that their secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder, in which case, such communications and discussions from that point on shall be made in the presence of the Monitor. At no time shall such secured creditors be entitled to communicate or discuss with one another or with any other Potential Bidder, Qualified Bidder or Auction Bidder regarding the SISF or any bids submitted or contemplated to be submitted pursuant thereto.

### **Qualified Bids**

17. A Qualified Bidder that wishes to make a bid must deliver their bid to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto so as to be actually received by the Monitor not later than the Bid Deadline.
18. All offers submitted to the Monitor ("**Bids**") for consideration in accordance with paragraph 17, other than the Stalking Horse Bid which is deemed a Qualified Bid, must comply with all of the following requirements (any such complying Bid, a "**Qualified Bid**"):
  - (a) Subscription/Purchase Price: Each Bid must clearly set forth the subscription/purchase price in Canadian dollars, stated on a total enterprise value basis, (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);
  - (b) Executed Subscription Agreement or other Transaction Agreement: Each bid must be made by way of the submission of (a) a Subscription Agreement or (b) or such other form of transaction document as the Qualified Bidder may choose, in each case executed by the Qualified Bidder;
  - (c) Mark-up: Each Bid must include a full mark-up comparison of their executed Subscription Agreement or other form of transaction document against the form of Subscription Agreement (including all schedules and exhibits thereto) included in the Data Room, as well as any proposed forms of Orders to be sought from the CCAA Court.
  - (d) Bid Deadline: Each Bid must be received by the Bid Deadline as set forth herein;
  - (e) Superior Offer: Each Bid must represent a Superior Offer;
  - (f) Capital Structure: Each Bid must include information to enable Harte Gold and the Monitor to review and assess the financing/cash available post-closing to fund the business, and implement post-closing measures and transactions.
  - (g) Irrevocable Offer: Each Bid must be irrevocable until the earlier of (A) the approval by the CCAA Court of a Successful Bid (and the Back-Up Bid) and (B) 45 days following the Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the Closing (or the outside date as set forth therein);
  - (h) Executed Documents: Each Bid must be accompanied by a duly authorized and executed Subscription Agreement or other form of transaction document and an electronic copy of such agreement, as well as duly authorized and executed transaction documents necessary to effectuate the transactions contemplated

thereby;

- (i) Financial Wherewithal: Each Bid must include (A) written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction, and (B) the identification of any person or entity who may provide debt or equity financing for the Bid and any material conditions to be satisfied in connection with such financing;
- (ii) Authorization: Each Bid must include evidence, in form and substance reasonably satisfactory to Harte Gold, in consultation with the Monitor, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Bid;
- (iii) No Other Authorization, Diligence, Financing Conditions: Each Bid must not be conditional upon the following:
  - A. any internal approval(s);
  - B. the outcome of unperformed due diligence by the Qualified Bidder; or
  - C. obtaining financing;
- (iv) Identity: Each Bid must fully disclose the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (v) Contact Information: Each Bid must contain contact information for any business, financial or legal advisors retained or to be retained in connection with the proposed transaction;
- (vi) Regulatory Approvals: Each Bid must outline any anticipated regulatory and other approvals required to close the transaction, including any approvals under the CA and ICA, and the anticipated time frame and any anticipated impediments for obtaining such approvals and confirms that the Qualified Bidder will make and submit all necessary and applicable regulatory filings and pay all fees associated therewith;
- (vii) Disclaimer of Fees: Each Bid must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation;
- (viii) Treatment of Employees: Each Bid must include full details of the Qualified Bidder's intention towards offering continued employment to Harte Gold's employees and by providing details on the terms and conditions of employment that will be offered to any continuing employees. For greater certainty, each Bid must include the proposed number of employees of Harte Gold who will become employees of the bidder or remain employees of the Business. Each Bid must also include details on how the Qualified Bidder intends to address Harte Gold's

contemplated actions towards its employee population in the context of the restructuring process;

- (ix) Timeline: Each Bid must provide a timeline to closing with critical milestones;
- (x) Deposit: Each Bid, including the Stalking Horse Bid, must be accompanied by a refundable deposit (the “**Deposit**”) in the form of a wire transfer to an account specified by the Monitor, payable to the order of the Monitor, on behalf of Harte Gold, in trust, in an amount equal to five percent (5%) of the cash consideration contemplated by the Bid (including the Stalking Horse Bid), to be held and dealt with in accordance with the terms of this SISP;
- (xi) Terms of Court Order(s): Each Bid must describe the key terms and provisions to be included in any order of the CCAA Court approving the contemplated transaction;
- (xii) Precedent Investments in the Mining Industry: Each Bid must provide any relevant details of the previous investments or acquisitions, or any other experience a Qualified Bidder has and deemed relevant by such Qualified Bidder, in the mining industry, including the date, nature of the investment, amount invested, geography and any other relevant information related to such investment;
- (xiii) Prospective Plans: Each Bid should include the Qualified Bidder’s proposed plans for Harte Gold following consummation of a potential transaction, including intentions for Harte Gold’s operations as well as for management, employees and facilities;
- (xiv) Confirmation of no Collusion. Each Auction Bid should include confirmation by the Qualified Bidder that it has not engaged in any discussions or any other collusive behaviour with any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted in the SISP; and
- (xv) Other Information: Each Bid must contain such other information as may be reasonably requested by Harte Gold or the Monitor from time to time.

19. Notwithstanding anything herein to the contrary, Harte Gold, in consultation with the Monitor, will review and assess each Bid to determine whether such Bid is a Qualified Bid. In performing such review and assessment, Harte Gold, in consultation with the Monitor, may evaluate the following non-exhaustive list of considerations: (a) the subscription/purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing of the transaction; (c) the claims likely to be created by such Bid in relation to other Bids; (d) the counterparties to the transaction; (e) the terms of transaction documents, including, if applicable, the proposed revisions to the Stalking Horse Bid; (f) the closing conditions and other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; (h) the assets included or excluded from the Bid; (i) any restructuring costs that would arise from the Bid; (j) the likelihood and timing of consummating the transaction, (k) the financing or cash pro forma available post-closing to fund Harte Gold’s Business; (l) the capital sufficient to implement post-closing

measures and transactions; and (m) proposed treatment of the employees.

20. Harte Gold, in consultation with the Monitor, may reject any Bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these SISF Procedures; (iii) contrary to the best interest of Harte Gold; or (iv) not a Qualified Bid; provided that Harte Gold may, in consultation with the Monitor, waive strict compliance with any one or more of the requirements specified in paragraph 18 above and deem a non-compliant Bid to be a Qualified Bid.

### **Auction; Successful Bid**

21. In the event that no Qualified Bid other than the Stalking Horse Bid is received, then (a) there will be no auction, (b) the Stalking Horse Bid will be deemed to be the Successful Bid, and (c) Harte Gold shall seek approval and authority to consummate the Stalking Horse Bid and the transactions provided for therein at the Approval Hearing.
22. If one or more Qualified Bids other than the Stalking Horse Bid are received, then Harte Gold, in consultation with the Monitor, shall conduct an auction to determine the highest or otherwise best Qualified Bid (the "**Auction**").
23. If the Auction is to take place, then as soon as practicable prior to the Auction, Harte Gold shall provide the Stalking Horse Bidder and all Qualified Bidders having submitted a Qualified Bid (the Stalking Horse Bidder and all Qualified Bidders, together, "**Auction Bidders**") with details of the time and place for the Auction and a copy of the Opening Bid for the Auction.
24. The Auction shall commence on the Auction Date and shall be held at the Toronto office of Stikeman Elliott LLP or by videoconference or such other arrangement acceptable to the Monitor. If the Auction is held at the Toronto office of Stikeman Elliott LLP and any Auction Bidder requests to participate by videoconference, Harte and the Monitor shall facilitate participation by videoconference. The Auction shall be conducted according to the following procedures:
  - (a) Participation: Harte Gold, in consultation with the Monitor, shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Each Auction Bidder must have, present or available, the individual or individuals with the necessary decision-making authority to submit Overbids and to make such necessary and ancillary decisions as may be required during the Auction. Only the authorized representatives, including counsel and other advisors, of Harte Gold, the Monitor, and each of the Auction Bidders shall be permitted to attend the Auction.
  - (b) Rounds. Bidding at the Auction shall be conducted in rounds. The Qualified Bid determined by Harte Gold and the Monitor to have the highest and/or best value shall constitute the "**Opening Bid**" for the first round of bidding. The highest and/or best Overbid at the end of each round shall constitute the "**Opening Bid**" for the following round. Harte Gold, in consultation with the Monitor, shall determine what constitutes the Opening Bid for each round in accordance with the assessment criteria set out in paragraph 24.(d) below. In each round, an Auction Bidder may submit no more than one Overbid. Harte Gold, in consultation with the Monitor, may impose such time limits for the submission of Overbids as it deems reasonable. For clarity, the Stalking Horse Bidder may submit an Overbid.

- (c) Failure to Submit an Overbid. If, at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder that submitted the Opening Bid for such round) fails to submit an Overbid, then such Auction Bidder may not participate in any future round of bidding at the Auction. Any Auction Bidder that submits an Overbid during a round (including the Auction Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. Any Auction Bidder that fails to submit an Overbid in a round (other than the Auction Bidder that submitted the Opening Bid for such round) may be required by Harte Gold and the Monitor to leave the Auction.
- (d) Bid Assessment Criteria. Harte Gold, in consultation with the Monitor, shall determine which Qualified Bid constitutes the Opening Bid for the first round of bidding and the determination of which Overbid constitutes the Opening Bid for each subsequent round of bidding, taking into account all factors that Harte Gold and the Monitor, with the assistance of their advisors, reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 19, above.
- (e) Overbids. All bids made during the Auction must be Overbids and shall be submitted in a form to be determined by Harte Gold, in consultation with the Monitor. The identity of each Auction Bidder and all material terms of each Overbid may be fully disclosed by Harte Gold to all other Auction Bidders participating in the Auction. The Monitor shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid (as defined below) and the Back-Up Bid. To be considered an “**Overbid**”, a bid made during the Auction must satisfy the following criteria:
  - (i) Minimum Consideration. The overall amount of consideration of any Overbid shall not be less than the value of the Opening Bid of the applicable round of bidding, plus the Overbid Amount; and
  - (ii) Remaining terms are the same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Bid set forth in paragraph 18 above (provided, for greater certainty, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits (subject to subsection (h) hereof)). To the extent not previously provided (which shall be determined by Harte Gold in consultation with the Monitor), an Auction Bidder submitting an Overbid must submit, as part of its Overbid, evidence acceptable to Harte Gold, in consultation with the Monitor, demonstrating such Auction Bidder’s ability (including financial ability) to close the transaction contemplated by its Overbid;
- (f) Overbid Alterations: An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the prior Overbid so long as, after giving effect to the same, the terms of the new Overbid are no less favorable than any prior Overbid of such Auction Bidder, as determined by Harte Gold in consultation with the Monitor.
- (g) Announcing Highest Overbids. At the end of each round of bidding, Harte Gold, in consultation with the Monitor, shall (i) review each Overbid made in such round; (ii) identify the highest and/or best Overbid; and (iii) announce the terms of such highest and/or best Overbid to all Auction Bidders entitled to participate in the next round of bidding. Such highest and/or best Overbid shall be the Opening



Bid for the next round of the Auction.

- (h) Adjournments. Harte Gold, in consultation with the Monitor, may, in its reasonable business judgment, make one or more adjournments in the Auction to, among other things: (i) facilitate discussions with individual Auction Bidders, including any discussion, negotiation or clarification of any Overbid; (ii) allow individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and/or best Overbid at any given time during the Auction; (iv) give Auction Bidders the opportunity to provide such additional evidence as Harte Gold may require, in its reasonable business judgment, that the Auction Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the Overbid amount; and (v) subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, may consider appropriate, facilitate any appropriate consultation by Harte Gold and/or Auction Bidders with third party stakeholders.
- (i) Closing the Auction. If, in any round of bidding, no Overbid is made, the Auction shall be closed and Harte Gold, in consultation with the Monitor and legal advisors: (i) declare the last Opening Bid as the successful Bid (the “**Successful Bid**” and the party submitting such Successful Bid, the “**Successful Bidder**”); (ii) immediately review the other Overbids made in the previous round (or the Qualified Bid if no Overbids were made at the Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) (the “**Back-Up Bid**” and the party submitting such Back-Up Bid, the “**Back-Up Bidder**”); and (iii) advise the Successful Bidder and the Back-Up Bidder of such determinations and all other Auction Bidders that they are not a Successful Bidder or a Back-Up Bidder. If a Back-up Bid is identified in accordance with this SISP, then such Back-up Bid shall remain open until the closing of the transaction contemplated by the Successful Bid.
- (j) Executed Documentation: The Successful Bidder and the Back-up Bidder (if any) shall, within two (2) Business Days after the conclusion of the Auction, or such longer delay acceptable to Harte Gold, in consultation with the Monitor, submit to Harte Gold executed revised documentation memorializing the terms of the Successful Bid and the Back-up Bid (if any). The Successful Bid and the Back-up Bid may not be assigned to any party without the consent of Harte Gold.
- (k) Reservation of Rights.
  - (i) Notwithstanding anything herein to the contrary, Harte Gold shall be under no obligation to accept the highest or the best Overbid or any Qualified Bid (other than the Stalking Horse Bid if no higher or better Qualified Bid is accepted) or to pursue or hold an Auction or to select any Successful Bid and/or Back-up Bid.
  - (ii) Harte Gold reserves its rights to modify the conduct of the Auction at any time, acting reasonably, in consultation with the Monitor, in any manner that would best promote the goals of the Auction process, including to select the Successful Bid and/or Back-up Bid prior to the completion of the Auction.
- (l) No Collusion. Each Auction Bidder shall be required to confirm that it has not engaged in any discussions or any other collusive behaviour with respect to the

submissions of Overbids. Harte Gold, in consultation with the Monitor, may permit discussions between Auction Bidders at the Auction, subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, considers appropriate. The parties agree that discussions between secured creditors of Harte Gold, including their affiliates, and their legal or financial advisors, regarding their secured interests in Harte Gold, shall not constitute collusive behaviour provided that such secured creditors comply with the requirements of paragraph 16 hereof.

### **Approval Motion**

25. Harte Gold shall apply to the CCAA Court (the “**Approval Motion**”) for an order approving the Successful Bid and authorizing Harte Gold to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid. Such order shall also approve the Back-Up Bid, if any, in the event that the Successful Bid does not close for any reason.
26. The hearing of the Approval Motion will be held on the date of the Approval Hearing. The Approval Motion may be adjourned or rescheduled by Harte Gold or the Monitor, in consultation with the Successful Bidder, without further notice by an announcement of the adjourned date at the Approval Motion, or by notice to the service list in the CCAA Proceedings.
27. All Qualified Bids (other than the Successful Bid and the Back-Up Bid) will be deemed rejected on the date of approval of the Successful Bid by the CCAA Court.

### **Closing the Successful Bid**

28. Harte Gold and the Successful Bidder shall take all reasonable steps to complete the transaction contemplated by the Successful Bid as soon as possible after the Successful Bid is approved by the CCAA Court. If the transaction contemplated by the Successful Bid has not closed by the outside date provided for in the Successful Bid or the Successful Bid is terminated for any reason prior to the outside date provided for in the Successful Bid, Harte Gold may elect, with the consent of the Monitor, to seek to complete the transaction contemplated by the Back-Up Bid, and will promptly seek to close the transaction contemplated by the Back-Up Bid. The Back-Up Bid will be deemed to be the Successful Bid and Harte Gold will be deemed to have accepted the Back-Up Bid only when Harte Gold has made such election and provided written notice of such determination to the Successful Bidder and the Back-Up Bidder.

### **General**

29. All Deposits will be retained by the Monitor and deposited in a trust account. The Deposit (without interest thereon) paid by the Successful Bidder and Back-Up Bidder whose bid(s) is/are approved at the Approval Motion will be applied to the subscription/purchase price to be paid or investment amount to be made by the Successful Bidder and/or Back-Up Bidder, as applicable upon closing of the approved transaction and will be non-refundable, other than in the circumstances set out in the Successful Bid or the Back-Up Bid, as applicable. The Deposits (without interest) of Qualified Bidders and Auction Bidders not selected as the Successful Bidder and Back-Up Bidder will be returned to such bidders within five (5) Business Days after the selection of the Successful Bidder and Back-Up Bidder or any earlier date as may be determined by Harte Gold, in consultation with the Monitor. The Deposit of the Back-Up

Bidder, if any, shall be returned to such Back-Up Bidder no later than five (5) Business Days after Closing.

30. If a Successful Bidder breaches its obligations under the terms of the SISP, its Deposit shall be forfeited as liquidated damages and not as a penalty.
31. All bidders (including Auction Bidders and Qualified Bidders) shall be deemed to have consented to the exclusive jurisdiction of the CCAA Court and waived any right to apply to another jurisdiction in connection with any disputes relating to the SISP, including the qualification of bids, the Auction, if any, the construction and enforcement of the SISP, the transaction documents and the Closing, as applicable.
32. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.
33. There will be no amendments to this SISP without the consent of the Monitor and Harte Gold and, if such modification or amendment materially deviates from the key dates contemplated in Section 2 hereof, with the written consent of the Stalking Horse Bidder, or with the approval of the CCAA Court.
34. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, or any obligation to enter into any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, other than as specifically set forth in a definitive agreement that may be signed with Harte Gold.
35. Neither Harte Gold nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid and Back-Up Bid.

## SCHEDULE A

### Contact Information

#### Monitor

**FTI CONSULTING CANADA INC.**

TD South Tower,  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
P.O. Box 104,  
Toronto, ON  
Canada, M5K 1G8

**Attention of:**

**Nigel Meakin**

Tel: (416) 649-8065  
Email: nigel.meakin@fticonsulting.com

**Jeffrey Rosenberg**

Tel: (416) 649-8073  
Email: jeffrey.rosenberg@fticonsulting.com

**Dean Mullett**

Tel: (416) 816-0733  
Email: dean.mullett@fticonsulting.com

**SCHEDULE B**

**Required Acknowledgement**

**Acknowledgement of the Sale and Investment Solicitation Process**

**TO:** Harte Gold Corp. (“**Harte Gold**”)

**AND TO:** FTI Consulting Canada Inc., as monitor in the CCAA proceedings (the “**Monitor**”)

**RE:** Sale and Investment Solicitation Process in respect of Harte Gold

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On December 7, 2021, the Ontario Superior Court of Justice [Commercial List] (the “**CCAA Court**”) granted an initial order (the “**Initial Order**”) in respect of Harte Gold pursuant to the *Companies’ Creditors Arrangement Act*, and FTI Consulting Canada Inc. was appointed as Monitor of Harte Gold.

On December 20, 2021, the CCAA Court granted, *inter alia*, an order (the “**SISP Order**”) approving the conduct of a sale and solicitation process (the “**SISP**”) by Harte Gold, with the assistance of the Monitor, in accordance with the procedures attached to the SISP Order (the “**SISP Procedures**”).

The undersigned hereby acknowledges having received a copy of the SISP Order and of the SISP Procedures, and that in order to participate in the SISP and submit a Bid (as defined in the SISP Procedures) that will be considered by Harte Gold, in consultation with the Monitor and their respective advisors, the undersigned must comply with the terms and provisions of the SISP Order and the SISP Procedures, which the undersigned hereby agrees to do.

This \_\_\_\_ day of \_\_\_\_\_, 2021.

**[Insert Interested Party name]**

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By:  
Title:

**SCHEDULE C**

**SISP Press Release**

## Harte Gold Announces Extension of Stay Period, Approval of Increased DIP Financing and Approval of Sale and Investment Solicitation Process

**Toronto – December 20, 2021** – As previously announced, on December 7, 2021, HARTE GOLD CORP. (“**Harte Gold**” or the “**Company**”) (TSX: HRT / OTC: HRTFF / Frankfurt: H4O) was granted creditor protection pursuant to an order (the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Pursuant to the Initial Order, the Company obtained protection from its creditors for an initial period of ten (10) days (the “**Stay Period**”) and FTI Consulting Canada Inc. was appointed as monitor of the Company (in such capacity, the “**Monitor**”).

On December 16, 2021, the Court granted an order pursuant to which the Stay Period was extended until December 21, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$2.5 million,

On December 20, 2021, the Court granted an Amended and Restated Initial Order (the “**ARIO**”) pursuant to which, *inter alia*, the Stay Period was extended until January 31, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$10.8 million.

On December 20, 2021 also, the Court also granted an order (the “**SISP Order**”) authorizing the Company to conduct, with the assistance of the Monitor, a sale and investment solicitation process (the “**SISP**”) in accordance with certain terms and conditions relating thereto (the “**SISP Procedures**”). As part of the SISP Order, the Court approved the Company’s execution of a subscription agreement (the “**Subscription Agreement**”) with 1000025833 Ontario Inc. (the “**Investor**”), a wholly-owned indirect subsidiary of Silver Lake Resources Limited (“**Silver Lake**”) (ASX: SLR) and the use of the Subscription Agreement as a “stalking horse bid” (the “**Stalking Horse Bid**”) in the context of the SISP, in order to establish the baseline consideration for the Company’s business and assets. Interested parties are invited to participate in the SISP and submit a superior proposal (each a “**Superior Proposal**”) to the Stalking Horse Bid. If no Superior Proposal is submitted to the Company and the Monitor as part of the SISP, the Investor shall be declared the successful bidder at the conclusion of the SISP and, if the transaction contemplated in the Subscription Agreement is subsequently approved by the Court, the Investor will become the sole shareholder of Company, which will continue its business and operations as a going concern. The SISP is intended to secure the highest or otherwise best offer for the Company’s business and assets, for the benefit of all stakeholders.

In order to participate in the SISP and obtain access to a virtual data room, all interested parties must comply with the terms and conditions set forth in the SISP Procedures, a copy of which is attached to the SISP Order and is also available on the Monitor’s website at <http://cfcanada.fticonsulting.com/harte>. Parties interested in participating in the SISP, should contact the Monitor at [hartegold@fticonsulting.com](mailto:hartegold@fticonsulting.com).

All bids must be submitted to the Monitor by no later than January 14, 2022 at 5:00 p.m. (prevailing Eastern Time).



## **Additional Information**

Further updates will be provided as appropriate. A copy of the Initial Order, the ARIO, the SISP Order, the SISP Procedures and all materials related thereto, as well as any other information regarding the CCAA proceedings, are available on the Monitor's website at <http://cfcanada.fticonsulting.com/harte>.

## **About Harte Gold Corp.**

Harte Gold holds a 100% interest in the Sugar Zone mine located in White River, Canada. The Sugar Zone Mine entered commercial production in 2019. The Company has further potential through exploration at the Sugar Zone Property, which encompasses 81,287 hectares covering a significant greenstone belt. Harte Gold trades on the TSX under the symbol "HRT", on the OTC under the symbol "HRTFF" and on the Frankfurt Exchange under the symbol "H4O".

**For further information, please visit [www.hartegold.com](http://www.hartegold.com) or contact:**

Shawn Howarth

Vice President, Corporate Development and Investor Relations

Tel: 416-368-0999

E-mail: [sh@hartegold.com](mailto:sh@hartegold.com)

## **Cautionary note regarding forward-looking information:**

*This news release includes "forward-looking statements", within the meaning of applicable securities legislation, which are based on the opinions and estimates of management and are subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar words suggesting future outcomes or statements regarding an outlook. Specific forward-looking statements in this press release include, but are not limited to, the Stay Period expiring on January 31, 2022; the Investor, if it is the successful bidder at the conclusion of the SISP and is approved by the Court, becoming the sole shareholder of Company in a transaction which provides for the continuation of its business and operations as a going concern; the DIP Financing providing Harte Gold with the liquidity required to continue the operations of Sugar Zone Mine until closing of a transaction; there being no recovery for holders of existing equity interests in the Company unless the successful bid at the conclusion of the SISP provides for significantly higher value than the Subscription Agreement; further updates being provided as appropriate; and the Company having further potential through exploration at the Sugar Zone Property. Forward-looking statements are necessarily based upon a number of estimates and assumptions including material estimates and assumptions related to the factors set forth below that, while considered reasonable by the Company as at the date of this press release in light of management's experience and perception of current conditions and expected developments, are inherently subject to significant business, economic, and competitive uncertainties and contingencies. Known and unknown factors could cause actual results to differ materially from those projected in the forward-looking statements, and undue reliance should not be placed on such statements and information. Such risks and uncertainties include, but are not limited to, the Strategic Review Process failing to result in a transaction that provides value to the Company's stakeholders; the Company being unable to secure sufficient financing to complete the Strategic Review Process; the Company being unable to continue as a going concern; the risk that the Company will not have adequate sources of funding to finance the Company's operations in the near future; the risk that the Company will not be able to obtain sufficient financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes; the risk that the Company has insufficient assets to meet its liabilities or satisfy its creditors; the Company being able to attract and retain qualified candidates to join the Company's management team and board of directors, risks associated with the mining industry, including operational risks in exploration, development and production; delays or changes in plans with respect to exploration or development projects or capital expenditures; the uncertainty of reserve estimates; the uncertainty of estimates and projections in relation to production, costs and expenses; the uncertainty surrounding the ability of the Company to obtain all permits, agreements, consents or authorizations required for its operations and activities; and health, safety and environmental risks, the risk of commodity price and foreign exchange rate fluctuations, the ability of Harte Gold to fund the capital and operating expenses necessary to achieve the business objectives of Harte Gold, the uncertainty associated with commercial negotiations and negotiating with contractors and other parties and risks*

*associated with international business activities, as well as other risks and uncertainties which are more fully described in the Company's Annual Information Form dated March 30, 2021, and in other filings of the Company with securities and regulatory authorities which are available on SEDAR at [www.sedar.com](http://www.sedar.com). Due to the risks, uncertainties and assumptions inherent in forward-looking statements, prospective investors in securities of the Company should not place undue reliance on these forward-looking statements. Readers are cautioned that the foregoing list of risks, uncertainties and other factors are not exhaustive. The forward-looking statements contained in this news release are made as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking statements or in any other documents filed with Canadian securities regulatory authorities, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws. The forward-looking statements are expressly qualified by this cautionary statement. The Toronto Stock Exchange has not reviewed and does not accept responsibility for the adequacy or accuracy of this news release.*

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

Court File No.: CV-21-00673304-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

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**AMENDED AND RESTATED  
INITIAL ORDER**

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**STIKEMAN ELLIOTT LLP**

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199 Bay Street  
Toronto, Canada M5L 1B9

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**Lawyers for the Applicant**



# EXHIBIT “D”

**EXHIBIT "D"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

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A Commissioner for Taking Affidavits

**1000025833 ONTARIO INC.**

**- AND -**

**SILVER LAKE RESOURCES LIMITED**

**- AND -**

**HARTE GOLD CORP.**

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**AMENDED AND RESTATED SUBSCRIPTION AGREEMENT**

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**DATED DECEMBER 15, 2021**

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## AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

**THIS AMENDED AND RESTATED SUBSCRIPTION AGREEMENT** executed on December 15, 2021 is made by and between:

**1000025833 ONTARIO INC.**, a corporation incorporated under the laws of Ontario

(hereinafter, the "**Investor**")

-and-

**SILVER LAKE RESOURCES LIMITED**, a corporation incorporated under the laws of Australia

(hereinafter, the "**Guarantor**")

-and-

**HARTE GOLD CORP.**, a corporation incorporated under the laws of Ontario

(hereinafter, the "**Company**")

### RECITALS:

**WHEREAS** the Company is a public company based in Toronto, Ontario, whose business mainly consists of operating a gold mining operation commonly known as the "Sugar Zone Mining Operation", located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division;

**WHEREAS** the Company has commenced CCAA Proceedings in order to, *inter alia*, seek creditor protection and pursue the SISP with a view to implementing a transaction which will allow the continuation of its Business and operations, as a going concern;

**WHEREAS** on December 6, 2021, the Company and the Investor entered into a Subscription Agreement (the "**Original Subscription Agreement**") pursuant to which the Investor agreed to: (i) act as a "stalking horse bidder" in the context of the SISP and, (ii) if the Original Subscription Agreement and SISP Procedures were approved by the Court and the Original Subscription Agreement was subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures, to subscribe for and purchase from the Company, the Subscribed Shares, on the terms and conditions set out in the Original Subscription Agreement and in accordance with the Closing Sequence set out therein, in order to become the sole shareholder of the Company upon Closing;

**WHEREAS** pursuant to the Original Subscription Agreement, the Guarantor agreed to guarantee and be responsible for all of the obligations of the Investor pursuant to such agreement;

**WHEREAS** the Company, the Investor and the Guarantor have agreed to amend and restate the terms of the Original Subscription Agreement in accordance with the terms and conditions set out herein;

**NOW THEREFORE** in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions.

In this Agreement.

**"Action"** means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

**"Administration Charge"** has the meaning given to it in the Initial Order.

**"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

**"Agreement"** means this Subscription Agreement between the Investor and the Company, as may be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

**"AHG"** means AHG (Jersey) Limited.

**"Appian Indebtedness"** means all properly perfected and secured amounts and obligations owing by the Company to AHG under the Appian Facility Agreement as of the Closing Date.

**"Appian Facility Agreement"** means the Facility Agreement entered into between the Company, as borrower, and AHG, as lender, on August 28, 2020.

**"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

**"Approval and Reverse Vesting Order"** means an order issued by the Court substantially in the form attached hereto as **Schedule "A"** and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably: (i) approving the Transactions; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Company, except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Investor under this Agreement), for no consideration (v) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor (or as it may direct) all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances

**“Articles of Reorganization”** means articles of reorganization to change the conditions in respect of the Company’s authorized and issued share capital to provide for a redemption right in favour of the Company, which shall be in form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

**"Assumed Liabilities"** means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in **Schedule "H"** (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts and Trade Amounts, up to a maximum aggregate amount of \$10,000,000 for such Cure Costs and such Trade Amounts (the **“Cure Costs and Trade Amounts Cap”**); and (d) the Excluded Liability Promissory Note. For greater certainty, the royalties payable under the Retained Contracts, as applicable, shall be subject to the Cure Costs and Trade Amounts Cap.

**“ASX”** means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by that entity.

**"Authorization"** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

**“Bid Deadline”** means the deadline for the receipt by the Monitor of bids and deposits in accordance with the SISP Procedures.

**“BNPP Credit Agreement”** means the Amended and Restated Credit Agreement entered into between the Company, as borrower, and BNP Paribas, as lender, on August 28, 2020, as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, and under which the rights and obligations of BNP Paribas as lender have been assigned to the Investor.

**"Books and Records"** means all books, records, files, papers, books of account and other financial data including Tax Returns related to the Retained Assets in the possession, custody or control of the Company, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

**"Business"** means the business and operations carried on by the Company as at the date of this Agreement and as at the date of Closing.

**"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Ontario, Canada or the state of Western Australia, Australia.

**"Cash Consideration"** means a cash payment in an amount required to pay: (i) all claims ranking in priority to, or *pari passu* with, the amounts owing to the lenders under the BNPP Credit Agreement (including, for greater certainty, all professional fees, costs and expenses secured by the Administration Charge, but excluding the amounts owing under the DIP Term Sheet), plus (ii) the value of the Appian Indebtedness, plus (iii) the amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo. 1 and ResidualCo. 2 upon completion of the

Transactions, as determined by the Monitor, the Company and the Investor each acting reasonably, or as determined by the Court, which Cash Consideration shall be satisfied in accordance with Section 2.2(a).

"**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

"**CCAA Proceedings**" means the proceedings commenced by the Company under the CCAA.

"**Closing**" means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

"**Closing Date**" means the date on which Closing occurs.

"**Closing Sequence**" has the meaning set out in Section 6.2.

"**Closing Time**" means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

"**Company**" means Harte Gold Corp.

"**Company Share Proceeds**" has the meaning set out in Section 2.2(a).

"**Competition Act**" means the Competition Act, R.S.C., 1985, c. C-34.

"**Conditions Certificates**" has the meaning set out in Section 7.3.

"**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases and any Contracts in respect of Employees.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Credit Bid Consideration**" has the meaning set out in Section 2.2(b).

"**Cure Costs**" means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of the Company's insolvency, the commencement of the CCAA Proceedings by the Company or the Company's failure to perform a non-monetary obligation.

"**Cash Deposit**" has the meaning set out in Section 2.1(a).

"**Determination Date**" means the date on which this Agreement is determined or deemed to be the "Successful Bid" in accordance with the SISP Procedures, if applicable.

"**DIP Lender**" means 1000025833 Ontario Inc.

"**DIP Term Sheet**" means the DIP Facility Loan Agreement dated as of December 6, 2021 between the Company and the DIP Lender, as may be amended from time to time in accordance with its terms.

**"Discharged"** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

**"Employees"** means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and **"Employee"** means any one of them.

**"Encumbrances"** means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

**"Encumbrances to Be Discharged"** means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in **Schedule "F"**, and excluding only the Permitted Encumbrances.

**"Escrow Agreement"** means an escrow agreement (or such other agreement(s) as may be required to implement the matters described in clauses (i) and (ii) of this definition) to be entered into on or prior to the Determination Date (in a form to be agreed to by no later than January 12, 2021) among the Monitor, as escrow agent, the Company and the Investor, each acting reasonably, pursuant to which, among other things: (i) the Monitor (or its designee) shall hold the Share Deposit in escrow and (ii) (A) if this Agreement is declared or deemed the "Successful Bid" pursuant to the SISP Procedures, the Share Deposit shall be sold in the market for and on behalf of the Company by no later than three (3) days prior to the Target Closing Date with the Share Proceeds being held in escrow and released on Closing in accordance with the Closing Sequence, and (B) if Closing does not occur for any reason or this Agreement is terminated, the Share Deposit and any Share Proceeds shall be dealt with in accordance with Section 2.1.

**"Excluded Assets"** means: (i) all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing; and (ii) those assets listed in **Schedule "C"**, an amended list of which may be delivered by the Investor no later than two (2) Business Days before the Closing Date.

**"Excluded Assets and Contracts Promissory Note"** has the meaning set out in Section 3.2,

**"Excluded Contracts"** means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule "D"**.

**"Excluded Liabilities"** means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, the non-exhaustive list of those certain Liabilities set forth in **Schedule "E"**, any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the

Company may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing and all Liabilities to or in respect of the Company's Affiliates. For avoidance of doubt, Excluded Liabilities shall not include any debts, obligations, Liabilities or Encumbrances that are or are deemed to be an interest in land and, to the extent that any of the Excluded Liabilities listed in Schedule "E" hereof is determined by the Court to be an interest in land ("**Interest in Land**"), such determination by the Court shall not constitute nor give rise to a breach under this Agreement and the Investor and the Guarantor shall remain bound by the terms of this Agreement, including the obligation to pay the Subscription Price, and any Interest in Land shall be deemed to be Assumed Liabilities hereunder.

"**Excluded Liability Price**" has the meaning set out in Section 3.1.

"**Excluded Liability Promissory Note**" has the meaning set out in Section 3.1.

"**Existing Shares**" means all issued and outstanding shares of the Company prior to Closing.

"**Final Order**" means, in respect of any Court Order, that such Court Order shall not have been vacated, set aside, or stayed, and that the time within which an appeal or request for leave to appeal must be initiated has passed with no appeal or leave to appeal having been initiated.

"**Governmental Authority**" means the government of Canada, or any other nation, or of any political subdivision thereof, whether state, provincial (including the government of Ontario), territorial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange).

"**Guarantor**" means Silver Lake Resources Limited.

"**HST**" means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

"**Initial Order**" means the Initial Order granted by the Court on December 7, 2021 in the context of the CCAA Proceedings, as such order may be amended, restated or varied from time to time.

"**Interim Period**" means the period from the date that the SISP Order is granted, to the earlier of the date that the offer submitted by the Investor pursuant to this Agreement is declared to not be the "Successful Bid" pursuant to the SISP Procedures or the Closing Time, as applicable.

"**Investment Canada Act**" means the Investment Canada Act, R.S.C., 1985, c. 28.

"**Investor**" means 1000025833 Ontario Inc.

"**Law**" has the meaning set out in the definition of "**Applicable Law**".

"**Legal Proceeding**" means any litigation, Action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued,

disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

**"Material Permits, Mineral Tenures, Licenses and Contracts"** means those Permits, Licenses and Contracts listed in Schedule "L" and the Mineral Tenures.

**"Mineral Tenures"** means the mining claims, leases and other property rights of the Company listed in Schedule "K".

**"Monitor"** means FTI Consulting Canada Inc. in its capacity as monitor of the Company in the CCAA Proceedings, to the extent appointed by the Court, and shall include, as the context so requires, FTI Consulting Canada Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo. 1 or ResidualCo. 2 to the extent subsequently appointed as such.

**"Monitor's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

**"Order"** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

**"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

**"Original Subscription Agreement"** has the meaning set out in the Recitals.

**"Outside Date"** means March 31, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may agree to in writing.

**"Party"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

**"Permits and Licenses"** means the permits, licenses, Authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, the Company, including, without limitation, as listed in Schedule "J".

**"Permitted Encumbrances"** means the Encumbrances related to the Retained Assets listed in Schedule "I", an amended list of which may be agreed to by the Investor, the Company and Monitor prior to the granting of the Approval and Reverse Vesting Order.

**"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

**"Personal Property"** means all machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties).



**"Personal Property Lease"** means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which the Company is a party or under which it has rights to use Personal Property.

**"Purchase and Sale Transactions"** means the transactions contemplated by this Agreement which provide for, among other things, (a) the issuance by the Company of the Subscribed Shares to the Investor in consideration for the Subscription Price, (b) the assignment by the Company to ResidualCo1 of the Excluded Assets and Excluded Contracts in consideration for the Excluded Assets and Contracts Promissory Note, and (c) the assignment by the Company to ResidualCo2 of the Excluded Liabilities in consideration for the Excluded Liability Promissory Note, each on and subject to the terms set forth herein.

**"RBC Commission"** means the brokerage commission owing by the Investor to Royal Bank of Canada in connection with the Transactions.

**"Related to the Business"** means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

**"Representative"** when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

**"ResidualCo. 1"** means a corporation to be incorporated by the Company in advance of Closing, to which the Excluded Assets and Excluded Contracts will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**"ResidualCo. 2"** means a corporation to be incorporated in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**"Retained Assets"** has the meaning set out in Section 3.2.

**"Retained Contracts"** means those Contracts listed in **Schedule "G"**.

**"Share Deposit"** has the meaning set out in Section 2.1(b).

**"Share Proceeds"** means the gross proceeds from the sale of the Share Deposit pursuant to and in accordance with the Escrow Agreement, less any transaction costs and any fees and expenses payable pursuant to the Escrow Agreement, including an indemnity payable to the Company by the Investor in connection with any Tax Liability which may result from the sale of the Share Deposit in accordance with the Escrow Agreement or the Company being required for any reason to return any portion of the Share Proceeds to the Guarantor.

**"Shortfall Deposit"** has the meaning set out in Section 2.1(c).

**"Silver Lake Parties"** means 1000025833 Ontario Inc., Cue Minerals Pty Ltd. and Silver Lake Resources Limited.

**"Silver Lake Shares"** means fully paid ordinary shares of the Guarantor, which shall be freely transferrable under applicable Australian securities laws and in Canada.

**"SISP"** means the Sale and Investment Solicitation Process to be conducted by the Company in the context of the CCAA Proceedings in accordance with the SISP Procedures;

**“SISP Order”** means an order issued by the Court substantially in the form attached hereto as **Schedule “B”** and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably, approving, among other things, the SISP, the SISP Procedures and the use of this Agreement as the Stalking Horse Bid;

**“SISP Procedures”** means the procedures governing the SISP, substantially in the form appended as Schedule A to the SISP Order;

**“Stalking Horse Bid”** means the stalking horse offer submitted by the Investor pursuant to this Agreement.

**“Subscribed Shares”** means 100 Common Shares in the capital of the Company, to be subscribed for by the Investor and issued by the Company, in accordance with the terms of this Agreement.

**“Subscription Price”** has the meaning set out in Section 2.2.

**“Target Closing Date”** means February 18, 2022, or such other date as the Company (with the consent of the Monitor and the DIP Lender) and the Investor may agree to in writing.

**“Tax Act”** means the *Income Tax Act* (Canada).

**“Tax Returns”** means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

**“Taxes”** or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add- on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

**“Terminated Employees”** means those individuals employed by the Company whose employment will be terminated by the Company prior to Closing, as per a list to be provided by the Investor to the Company by no later than the Bid Deadline.

**“Trade Amounts”** means any accrued and unpaid trade payables of the Company to third parties in connection with the Business that are unpaid as of the Closing.

**“Transaction Taxes”** means all documentary, stamp, transfer, sales and transfer taxes, registration charges and transfer fees, including HST, use, value added, and excise taxes and all filing and recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

**“Transactions”** means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions.

**“VWAP”** means the volume weighted average trading price of Silver Lake Shares for the applicable period on the ASX (or if the Silver Lake Shares are no longer traded on the ASX, on such other exchange as the Silver Lake Shares are then traded) or if not such prices are available for such applicable period, “VWAP” shall be the fair value per Silver Lake Share as reasonably determined by the board of directors of the Guarantor.

## **1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

## **1.3 Currency and Payment Obligations**

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

## **1.4 Calculation of Time**

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

## **1.5 Additional Rules of Interpretation**

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

## 1.6 Exhibits and Schedules

- (a) The following are the Exhibits and Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

### **SCHEDULES**

Schedule “A”	-	Form of Approval and Reverse Vesting Order
Schedule “B”		Form of SISP Order
Schedule “C”	-	Excluded Assets
Schedule “D”	-	Excluded Contracts
Schedule “E”	-	Excluded Liabilities
Schedule “F”	-	Encumbrances to be Discharged
Schedule “G”		Retained Contracts
Schedule “H”		Assumed Liabilities
Schedule “I”	-	Permitted Encumbrances
Schedule “J”		Permits and Licenses
Schedule “K”		Mineral Tenures
Schedule “L”		Material Permits, Licenses and Contracts

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

**ARTICLE 2**  
**SUBSCRIPTION FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES**

**2.1 Deposit**

- (a) Cash Deposit: As a deposit for the Subscription Price, the Investor shall pay to the Monitor, by wire transfer of immediately available funds, an amount of \$100,000 (the "**Cash Deposit**"), within two (2) days of the granting of the SISP Order by the Court, which Cash Deposit shall be held in escrow by the Monitor in a non-interest bearing account on behalf of the Company. If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit will be forthwith refunded in full to the Investor (without interest, offset or deduction). If the Agreement is terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit shall become the property of, and shall be transferred to, the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions;
- (b) Share Deposit: As a deposit for the Subscription Price, the Guarantor shall issue the Silver Lake Shares in the name of the Company, in a number equal to the amount of the Appian Indebtedness, divided by the VWAP of the Silver Lake Shares for the five (5) trading days prior to the Determination Date (the "**Share Deposit**"). The Share Deposit shall be provided to the Monitor (or its designee), subject to and in accordance with the Escrow Agreement, as soon as practicable after the Determination Date but no later than five (5) days after the Determination Date. If the Closing does not occur for any reason or the Agreement is terminated, any remaining portion of the Share Deposit shall be sold pursuant to the Escrow Agreement and thereafter the Share Proceeds will be forthwith returned to the Guarantor (without interest, offset or deduction, except that the Company shall be authorized to withhold or otherwise offset or deduct any Tax Liability which may be applicable in connection with the sale of the Share Deposit in accordance with the Escrow Agreement or the return of the Share Deposit and/or Share Proceeds by the Company to the Guarantor, and the Guarantor hereby agrees to fully indemnify the Company in connection with any such Tax Liability).
- (c) Shortfall Deposit: If the Share Proceeds from the sale of the entire Share Deposit are not sufficient to pay the Appian Indebtedness in full, the Investor shall pay to the Monitor as a deposit for the payment of the Subscription Price, a cash amount equal to the difference between the Share Proceeds and the amount of the Appian Indebtedness (the "**Shortfall Deposit**"), such Shortfall Deposit to be paid on or prior to the Closing Date.

**2.2 Subscription Price**

The subscription price for the Subscribed Shares shall be an amount equal to the aggregate of the following (the "**Subscription Price**"):

- (a) Cash Consideration: The Cash Consideration, which shall be satisfied as follows: (i) by the release of the Cash Deposit by the Monitor to the Company, (ii) by the release of the Share Proceeds up to a maximum of the amount of the Appian Indebtedness (the "**Company Share Proceeds**") pursuant to and in accordance with the terms of the Escrow Agreement; (iii) by the release of the Shortfall Deposit (if any) by the

Monitor to the Company and (iv) by wire transfer to the Monitor of immediately available funds in the amount of the balance of the Cash Consideration. The Cash Consideration will be subsequently transferred to ResidualCo. 1 and ResidualCo. 2, in payment of the Excluded Assets and Contracts Promissory Note and Excluded Liability Promissory Note, on the Closing Date and in accordance with the Closing Sequence;

- (b) Credit Bid Consideration: An amount equivalent to all amounts and obligations owing by the Company to the Investor under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet, which the Investor shall cause the release thereof in favour of the Company at Closing (the "**Credit Bid Consideration**"); and
- (c) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities which the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence.

The Guarantor agrees to guarantee and be responsible for all of the Investor's obligations contemplated in this Agreement, including, without limitation, the Investor's obligation to pay the Cash Consideration. The Guarantor also agrees to deliver the Share Deposit in accordance with 2.1(b).

### **ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES**

#### **3.1 Transfer of Excluded Liabilities to ResidualCo. 2**

On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 and the Company shall issue to ResidualCo. 2 an interest-free promissory note (the "**Excluded Liability Promissory Note**") in an amount equal to a portion, to be agreed upon between the Parties, of the Cash Consideration (the "**Excluded Liability Price**") in consideration for ResidualCo. 2 assuming the Excluded Liabilities. The Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 in accordance with the Closing Sequence, pursuant to the Approval and Reverse Vesting Order. Notwithstanding any other provision of this Agreement, neither the Investor nor the Company shall assume or have any Liability for any of the Excluded Liabilities and the Company and its assets, undertaking, business and properties shall be fully and finally Discharged from all Excluded Liabilities as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Liabilities to ResidualCo. 2 and the assumption of the Excluded Liabilities by ResidualCo. 2.

#### **3.2 Transfer of Excluded Assets and Excluded Contracts to ResidualCo. 1**

On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Mineral Tenures, Retained Contracts, Permits and Licenses and Books and Records (the "**Retained Assets**"), except, however, any

assets sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer to ResidualCo. 1, in accordance with the Closing Sequence, on the Closing Date and same shall be vested in ResidualCo. 1 pursuant to the Approval and Reverse Vesting Order, all in consideration of an interest-free promissory note (“the **Excluded Assets and Contracts Promissory Note**”) in an amount equal to the portion of the Cash Consideration in excess of the Excluded Liability Promissory Note. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo. 1.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties as to the Company**

Subject to the issuance of the Approval and Reverse Vesting Order, the Company represents and warrants to the Investor as follows and acknowledge and agree that the Investor is relying upon such representations and warranties in connection with the subscription by the Investor of the Subscribed Shares:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no Legal Proceedings pending against the Company with respect to, or in any manner affecting, title to the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Retained Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the Company from fulfilling any of its obligations set forth in this Agreement.
- (f) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Company and its affiliates, are in each case less than \$300 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.

- (g) Material Permits, Mineral Tenures, Licenses and Contracts. The Material Permits, Mineral Tenures, Licenses and Contracts are in full force and effect.

#### **4.2 Representations and Warranties as to the Investor and the Guarantor**

The Investor and the Guarantor, as applicable, each represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the issuance by the Company of the Subscribed Shares.

- (a) Incorporation and Status. Each of the Investor and the Guarantor is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by each of the Investor and the Guarantor of this Agreement has been authorized by all necessary corporate action.
- (c) No Conflict. The execution, delivery and performance by the Investor and by the Guarantor of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor or of the Guarantor, or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and by the Guarantor, and constitutes a legal, valid and binding obligation of the Investor and of the Guarantor, enforceable against each of them in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. Other than with respect to the RBC Commission which shall be satisfied by the Investor, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement.
- (f) Litigation. There are no Legal Proceedings pending, or to the knowledge of the Investor or of the Guarantor, threatened against the Investor and/or the Guarantor before any Governmental Authority, which would: (i) prevent the Investor or the Guarantor from paying the Subscription Price to the Company; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions contemplated by this Agreement or (iii) which would reasonably be expected to delay, restrict or prevent the Investor from fulfilling any of its obligations set forth in this Agreement.
- (g) Investment Canada Act. The Investor is a "Canadian" or a "WTO Investor" or a "Trade Agreement Investor" within the meaning of the Investment Canada Act.
- (h) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the Investor's and the



Guarantor's execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by the Investor hereunder, including the subscription of the Subscribed Shares hereunder.

- (i) Financial Ability. The Investor has cash on hand and/or firm financing commitments from lenders in amounts sufficient to allow it to pay the Cash Deposit, the balance of the Cash Consideration and all other costs and expenses in connection with the consummation of the Transactions and the Investor will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.
- (j) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Investor and its affiliates, are in each case less than \$100 million, calculated in accordance with the Competition Act and the regulations enacted thereunder
- (k) Residence of Investor. The Investor is not a non-resident of Canada within the meaning of the Tax Act.
- (l) Silver Lake Shares. The issuance of the Silver Lake Shares has been duly authorized by the Guarantor. The Silver Lake Shares will be validly issued as fully paid shares in compliance with, and will be freely transferrable under, all applicable Australian securities laws. The Silver Lake Shares will be quoted by the Australian Securities Exchange under security code "SLR".

#### **4.3 As is, Where is**

The Subscribed Shares shall be issued, sold and delivered to the Investor subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Subscribed Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Company in the context of the Transaction on an "*as is where is*" basis.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Reverse Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing and the quantum of such Liability, if any, and the Investor acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

### **ARTICLE 5 COVENANTS**

#### **5.1 Target Closing Date**

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

## **5.2 Application for SISP Order and Motion for Approval and Reverse Vesting Order**

As soon as practicable after the execution of this Agreement, the Company shall (a) serve and file a motion seeking the issuance of the SISP Order and, (b) following the conduct of the SISP and if this Agreement is determined to be the “Successful Bid” in accordance with the SISP Procedures, serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.

The Company shall diligently use its commercially reasonable efforts to seek the issuance and entry of the SISP Order and, if applicable, the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such orders. The Company’s application and motion materials seeking (i) the SISP Order and (ii) the Approval and Reverse Vesting Order (if this Agreement is determined to be the “Successful Bid” in accordance with the SISP Procedures) shall be in form and substance satisfactory to the Investor, acting reasonably. The Company will provide to the Investor a reasonable opportunity to review a draft of the application and motion materials to be served and filed with the Court, it being acknowledged that such application and motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve such materials on the service list prepared by the Company and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Investor may reasonably require. The Company will promptly inform counsel for the Investor of any and all threatened or actual objections to the motion for the issuance of the SISP Order and, if applicable, the motion for the issuance of the Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received. However, and notwithstanding the foregoing, the Company will have no obligation to provide the Investor with any motion materials or draft motion materials for the issuance of the Approval and Reverse Vesting Order if this Agreement is not determined to be the “Successful Bid” pursuant to the SISP Procedures.

## **5.3 Interim Period**

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the Initial Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Investor and the Company, such consent not to be unreasonably withheld, conditioned or delayed: (A) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as the Material Permits, Mineral Tenures, Licenses and Contracts; (B) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business;
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court order, the Company shall not enter into any non-arms’ length transactions involving the Company or its assets or the Business without the prior approval of the Investor.
- (c) During the Interim Period, the Investor shall furnish to the Company such information concerning the Investor as shall be reasonably requested, including all such information as shall be necessary to enable the Company to verify that the representations and warranties and covenants of the Investor contained in this Agreement have been complied with.

#### **5.4 Access During Interim Period**

During the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Investor reasonably deems reasonably necessary or desirable to further familiarize itself with the Business and the Retained Assets, provided that neither the Investor or the Guarantor shall be entitled to any confidential or otherwise sensitive information regarding the conduct of the SISP, as determined by the Company and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Investor and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor, the Investor and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and, solely in the event this Agreement is declared the "Successful Bid" in accordance with the SISP Procedures, the Company's customers and contractual counterparties. Such investigations shall be carried out at the Investor's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Company shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Investor.

#### **5.5 Regulatory Approvals and Consents**

If this Agreement and SISP Procedures are approved by the Court and this Agreement is subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures:

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transactions required under any Applicable Law;
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.5; and
- (c) The Parties shall, and shall cause their respective affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory and non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 5.5.

## **5.6 Insurance Matters**

During the Interim Period, the Company shall use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business.

## **5.7 Books and Records**

The Investor shall cause the Company to preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Investor shall cause the Company to make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require.

# **ARTICLE 6 CLOSING ARRANGEMENTS**

## **6.1 Closing**

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

## **6.2 Closing Sequence**

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, the Investor shall pay the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, to be held in escrow by the Monitor, on behalf of the Company, and the entire Cash Consideration, Shortfall Deposit and Share Proceeds shall be dealt with in accordance with this Closing Sequence;
- (b) Second, the Investor shall cause the Company to be released from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (c) Third, the Company shall be deemed to: (i) transfer to ResidualCo. 1 the Excluded Assets and the Excluded Contracts, and (ii) transfer to ResidualCo. 2 the Excluded Liabilities, all pursuant to the Approval and Reverse Vesting Order, and the Company shall issue the Excluded Assets and Contracts Promissory Note to ResidualCo. 1 and the Excluded Liability Promissory Note to ResidualCo. 2;
- (d) Fourth, all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or

instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;

- (e) Fifth, the Company shall issue the Subscribed Shares and the Investor shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) shall be released from escrow for the benefit of the Company, but shall continue to be held by the Monitor in escrow on the Company's behalf;
- (f) Sixth, to the extent that the amount of the Share Proceeds is greater than the amount of the Appian Indebtedness, any such excess shall be released to the Guarantor; and
- (g) Seventh, the Company shall satisfy the amount owing under the Excluded Assets and Contracts Promissory note and the Excluded Liability Promissory Note using the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), and hereby irrevocably directs the Monitor to cause such payment to be made from the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) held by the Monitor, subject to the completion of all other steps in the Closing Sequence, although such amounts shall continue to be held by the Monitor on behalf of, respectively, ResidualCo. 1 and ResidualCo. 2.

The Investor, with the prior consent of the Company and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

### **6.3 The Investor's Closing Deliveries**

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the each of the Investor and the Guarantor confirming and certifying that each the conditions in Sections 7.2(e) and 7.2(f) have been satisfied;
- (b) the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, in accordance with Section 6.2(a), and an irrevocable direction pursuant to the Escrow Agreement to release the Company Share Proceeds in accordance with Section 6.2(a);
- (c) an irrevocable release by the Silver Lake Parties in favour of (i) the Company's current and former directors, officers, employees, agents, representatives and all of their respective advisors, including financial advisors and legal counsel and (ii) the Monitor and its current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents (such Persons in (i) and (ii) above being collectively referred to herein as the "**Released Parties**") from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown against any of the Released Parties, including, where applicable, in their capacity as

equity holders of the Company; provided, however, that nothing shall release the Released Parties from any claims arising from willful misconduct and fraud; and

- (d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

#### **6.4 The Company's Closing Deliveries**

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each the conditions in Sections 7.1(e) a have been satisfied;
- (b) the Excluded Liability Promissory Note;
- (c) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization; and
- (d) share certificates representing the Subscribed Shares.

### **ARTICLE 7 CONDITIONS OF CLOSING**

#### **7.1 The Investor's Conditions**

The Investor shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non- fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing, provided that if the Investor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Successful Bid. This Agreement shall have been declared the "Successful Bid" in accordance with the SISP Procedures.
- (b) Court Approval. The following conditions have been met: (i) the SISP Order and the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court and become a Final Order.
- (c) The Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4.

- (d) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (e) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply): (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (f) No Breach of Covenants. The Company shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.
- (g) Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo 2.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions contemplated herein as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor which will give rise, *inter alia*, to the Company's recourses for breach.

## **7.2 The Company's Conditions**

The Company shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Successful Bid. This Agreement shall have been declared the "Successful Bid" in accordance with the SISP Procedures.
- (b) Court Approval. The following conditions have been met: (i) the SISP Order and the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not

have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.

- (c) Investor's and Guarantor's Deliverables. The Investor and the Guarantor shall have executed and delivered or caused to have been executed and delivered to the Company (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3.
- (d) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (e) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (f) No Breach of Covenants. Each of the Investor and the Guarantor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

### **7.3 Monitor's Certificate**

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied and/or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Investor). In the case of: (i) and (ii) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Investor as a result of filing the Monitor's Certificate.

## **ARTICLE 8 TERMINATION**

### **8.1 Grounds for Termination**

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
  - (i) by the mutual agreement of the Company and the Investor;



- (ii) by the Investor, on the one hand, or the Company, on the other hand, upon notice to the other Party if: (A) the Court declines at any time to grant the SISP Order; or (B) the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for the SISP Order or the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement;
  - (iii) by the Company or the Investor, if this Agreement and the Stalking Horse Bid set out herein is determined *not* to be the “Successful Bid”, as defined in and in accordance with the SISP Procedures;
  - (iv) by the Investor, on the one hand, or the Company, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
  - (v) by the Company, if there has been a material violation or breach by the Investor or the Guarantor of any agreement, covenant, representation or warranty of the Investor or the Guarantor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor or the Guarantor, as the case may be, within five (5) Business Days of the Company providing notice to the Investor or the Guarantor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time; or
  - (vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within five (5) Business Days of the Investor providing notice to the Company of such breach, unless the Investor is itself in material breach of its own obligations under this Agreement at such time.
- (b) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1(a), the Company shall first obtain the prior written consent of the Monitor.

## **8.2 Effect of Termination.**

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1(a) (*Cash Deposit*), 2.1(b) (*Share Deposit*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), 9.17 (*No Liability; Monitor Holding or Disposing Funds*), and 9.18 (*Third Party Beneficiaries*), which shall survive such termination. For the avoidance of doubt, any Liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

## **ARTICLE 9 GENERAL**

### **9.1 Tax Returns.**

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

### **9.2 Survival.**

All representations, warranties, covenants and agreements of the Company, the Investor or the Guarantor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

### **9.3 Expenses.**

Except if otherwise agreed upon amongst the Parties, and subject to the terms of the DIP Term Sheet and the BNPP Credit Agreement, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). The Company acknowledges and agrees that: (i) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement, and (ii) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the implementation of the Transactions constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement.

### **9.4 Public Announcements.**

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, if applicable, the approval by the Court of this Agreement as a Stalking Horse Bid in the context of the SISF. In addition, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

### **9.5 Notices.**

- (a) **Mode of Giving Notice.** Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

**Harte Gold Corp.**

TD Canada Trust Tower  
161 Bay St. Suite 2400,  
Toronto, ON M5J 2S1

Attention: Frazer Bouchier / Graham du Preez  
E-mail: fbouchier@hartegold.com / gdupreez@hartegold.com

*with a copy to:*

**Stikeman Elliott LLP**

5300 Commerce Court West,  
199 Bay St.,  
Toronto, ON M5L 1B9

Attention: Guy P. Martel/Claire Zikovsky/Danny Vu  
E-mail: gmartel@stikeman.com / czikovsky@stikeman.com /  
ddvu@stikeman.com

If to the Monitor to:

**FTI Consulting Canada Inc.**

79 Wellington Street West  
Toronto Dominion Centre, Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8

Attention: Nigel Meakin / Jeffrey Rosenberg  
E-mail: nigel.meakin@fticonsulting.com /  
Jeffrey.rosenberg@fticonsulting.com

*With a copy to:*

**Goodmans LLP**

Bay Adelaide Centre  
333 Bay St. #3400,  
Toronto,  
ON M5H 2S7

Attention: Joseph Pasquariello/Christopher Armstrong  
E-mail: jpasquariello@goodmans.ca / carmstrong@goodmans.ca

If to the Investor or the Guarantor:

**1000025833 Ontario Inc. / Silver Lake Resources Limited**

Attention: Len Eldridge  
E-mail: leldridge@slrltd.com.au

*with a copy to:*

**Osler, Hoskin & Harcourt LLP**  
First Canadian Place  
100 King St. W Suite 6200  
M5X 1B8

Attention: Marc Wasserman/Kathryn Esaw/Dave Rosenblat  
E-mail: [mwasserman@osler.com](mailto:mwasserman@osler.com)/[kesaw@osler.com](mailto:kesaw@osler.com)/[drosenblat@osler.com](mailto:drosenblat@osler.com)

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.
- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

#### **9.6 Time of Essence.**

Time shall be of the essence of this Agreement in all respects.

#### **9.7 Further Assurances.**

The Company on the one hand, and the Investor and the Guarantor on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

#### **9.8 Entire Agreement.**

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein, including the Original Subscription Agreement. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

#### **9.9 Waiver and Amendment.**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company, the Investor and the Guarantor (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of

this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

#### **9.10 Severability.**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will 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 Remedies Cumulative.**

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Investor, the Guarantor or their respective Affiliates under the provisions of the DIP Term Sheet, the BNPP Credit Agreement or any other ancillary agreement or document thereto.

#### **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 therein.

#### **9.13 Dispute Resolution.**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

#### **9.14 Attornment.**

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on such Party as provided in this Section 9.14 shall be deemed effective service of process on such Party.

#### **9.15 Successors and Assigns.**

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

#### **9.16 Assignment**

Neither the Company nor the Guarantor may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Prior to Closing, the Investor may assign, upon written notice to the Company, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making

the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

### **9.17 No Liability; Monitor Holding or Disposing Funds**

The Investor, the Guarantor and the Company acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Company in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing, whether in its capacity as Monitor, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Company on the one hand, and the Investor or the Guarantor on the other hand, with respect to the holding or disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any other obligation of the Monitor hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, then the Monitor may (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing into the Court for holding and disposition in accordance with the instructions of the Court, or (ii) hold the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Company and the Investor and the Guarantor directing the Monitor to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in the order.

### **9.18 Third Party Beneficiaries.**

Except with respect to: (i) the Monitor as expressly set forth in this Agreement (including Section 9.17), and (ii) ResidualCo. 1 as relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo. 1 as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, 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.

**9.19 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

*[Remainder of page intentionally left blank. Signature page follows.]*

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

**HARTE GOLD CORP.**

By: Frazer Bourchier  
Name: Frazer Bourchier  
Title: Chief Executive Officer

**1000025833 ONTARIO INC..**

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

**SILVER LAKE RESOURCES LIMITED,  
as Guarantor**

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




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


**HARTE GOLD CORP.**

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

**1000025833 ONTARIO INC..**

By:  \_\_\_\_\_  
Name: **Luke Tonkin**  
Title: **DIRECTOR**

**SILVER LAKE RESOURCES LIMITED,**  
as Guarantor

By:  \_\_\_\_\_  
Name: **Luke Tonkin**  
Title: **DIRECTOR.**

**SCHEDULE "A" FORM OF APPROVAL AND REVERSE VESTING ORDER**

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

THE HONOURABLE ) [●], THE [●]<sup>th</sup>  
 )  
MR. JUSTICE PATTILLO ) DAY OF JANUARY, 2022

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**APPROVAL AND REVERSE VESTING ORDER**

**THIS MOTION**, made by Harte Gold Corp. (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, *inter alia*: (a) approving the Subscription Agreement (the "**Subscription Agreement**") entered into by and between the Company, as issuer, and [●], as investor (the "**Investor**"), dated [●], 2021, a copy of which was attached as Exhibit [●] to the Bouchier Affidavit (as defined below, as well as all the Transactions, as defined in the Subscription Agreement (the "**Transactions**"); (b) adding [●] ("**ResidualCo. 1**") and [●] ("**ResidualCo. 2**") as applicants to these proceedings (the "**CCAA Proceedings**"); (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances; and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-10 pandemic;

**ON READING** the Motion Record of the Company, including the affidavit of Frazer Bouchier sworn [●], 2022 (the "**Bouchier Affidavit**") and the Exhibits thereto, the [●] Report

(the "[●] Report") of FTI Consulting Canada Inc. ("FTI"), in its capacity as the Court-appointed Monitor of the Company (the "Monitor"), and on being advised that the secured creditors who are likely to be affected by this Order herein were given notice;

**ON HEARING** the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited), and counsel for the Appian Parties (as defined in the Bouchier Affidavit), and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated [●], 2022;

## **SERVICE**

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

## **DEFINITIONS**

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement.

## **APPROVAL AND VESTING**

3. **THIS COURT ORDERS AND DECLARES** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation of the Subject Interests and the issuance of the Subscribed Shares to the Investor, including any such additional documents contemplated in the Subscription Agreement.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence set out in the Subscription Agreement and the steps contemplated thereunder:

- (a) the Company shall be released, from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (b) the Company shall be deemed to have: (i) transferred to ResidualCo. 1 the Excluded Assets and the Excluded Contracts Liabilities in consideration of the Excluded Assets and Contracts Promissory Note to ResidualCo. 1, and (ii) transferred to ResidualCo. 2 the Excluded Liabilities in consideration of the Excluded Liability Promissory Note to ResidualCo. 2;
- (c) all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company (the "**Subject Interest**") shall be deemed terminated and cancelled for no consideration; and

(d) all of the right, title and interest in and to the Subscribed Shares issued by the Company to the Investor shall vest absolutely in the Investor, and the Retained Assets will be retained by the Company, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), or any other personal property registry system or pursuant to the *Lands Title Act* (Ontario) or the *Mining Act* (Ontario) (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “B” hereto (the “**Permitted Encumbrances**”)) and, for greater certainty, all of the Encumbrances affecting or relating to the Subscribed Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscribed Shares and Retained Assets, as applicable.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor’s Certificate.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Cash Consideration, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts and Excluded Liabilities had not been transferred to ResidualCo. 1 and ResidualCo. 2, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Company prior to Closing.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) Transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make

any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (e) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);
- (f) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;
- (g) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (h) any change of control of the Company arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

12. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 11 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company's right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company's rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

13. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative



pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 11 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Company under the Subscription Agreement and the related documents.

14. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

15. **THIS COURT ORDERS** that, from and after the Effective Time:

- (i) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (j) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;
- (k) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim

against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 1 or ResidualCo. 2, as applicable, in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and

- (l) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

16. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (m) the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects;
- (n) ResidualCo. 1 and ResidualCo. 2 shall be a companies to which the CCAA applies; and
- (o) ResidualCo. 1 and ResidualCo. 2 shall be added as applicants in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an "*Applicant*" shall refer to and include ResidualCo. 1 and ResidualCo. 2, *mutatis mutandis*, (ii) "*Property*", as defined in the Initial Order granted by this Court on December 7, 2021 (as amended and/or restated, from time to time, the "**Initial Order**"), shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and

wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (including the Cash Consideration) (collectively, the “**ResidualCos. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos. Property.

17. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 16(a) hereof and the addition of ResidualCo. 1 and ResidualCo. 2 as applicants in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

18. **THIS COURT ORDERS** that, notwithstanding:

- (p) the pendency of these CCAA Proceedings;
- (q) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, ResidualCo. 1 or ResidualCo. 2 and any bankruptcy order issued pursuant to any such applications; and
- (r) any assignment in bankruptcy made in respect of the Company, ResidualCo.1 or ResidualCo. 2;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscribed Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2, as applicable, nor shall they

constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **RELEASES**

19. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, (i) the present and former directors, officers, employees, legal counsel and advisors of the Company and of ResidualCo. 1 and ResidualCo. 2, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors, and (iii) the Investor, its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo.1 or ResidualCo. 2 or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

## THE MONITOR

20. **THIS COURT ORDERS** that the [●] Report and the activities of the Monitor set out in the [●] Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

21. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo. 1 or Residual Co. 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2, or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

## CURE COSTS

24. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Subscription Agreement shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is [30] days following the Effective Time or such later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

## GENERAL

25. **THIS COURT ORDERS** that, following the Effective Time, the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares and the Retained Assets.

26. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF [●] AND [●]

27. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

28. **THIS COURT DECLARES** that the Company shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof, provided that the transaction steps set out in paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.

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**SCHEDULE A**  
**Form of Certificate of Monitor**  
**(see attached)**



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

THE HONOURABLE ) [●], THE [●]<sup>th</sup>  
 )  
MR. JUSTICE PATTILLO ) DAY OF [●], 2022

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated December 7, 2021, which was amended and restated on December 16, 2021 (the "**Initial Order**"), Harte Gold Corp. (the "**Company**") was granted creditor-protection pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**") and FTI Consulting Canada Inc. was appointed as court-appointed monitor of the Company.

B. Pursuant to an Order of the Court dated [●], 2022 (the "**Approval and Reverse Vesting Order**"), the Court approved the subscription agreement made as of [●], 2022 (the "**Subscription Agreement**") between the Company, as issuer, and [●], as investor (the "**Investor**"), as well as the Transactions as defined in the Subscription Agreement, which, *inter alia*, provided for : (a) the approval of the Subscription Agreement and the Transactions contemplated thereunder (b) adding [●] and [●] as applicants to these proceedings; (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any

Encumbrances (as defined below); and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-10 pandemic;

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

**THE MONITOR CERTIFIES** that it was advised by the Company and the Investor that:

1. The Investor has satisfied the Subscription Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Investor; and
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ **[TIME]** on \_\_\_\_\_ **[DATE]**.

**FTI Consulting Canada Inc., in its capacity as  
Monitor of Harte Gold Corp., and not in its  
personal capacity**

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

**SCHEDULE B**  
**Permitted Encumbrances**

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

Court File No.: \_\_\_\_\_

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD**

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

Proceeding commenced at Toronto

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**APPROVAL AND REVERSE VESTING  
ORDER**

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**STIKEMAN ELLIOTT LLP**  
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**Lawyers for the Applicant**

**SCHEDULE "B" FORM OF SISP ORDER**

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

THE HONOURABLE ) THURSDAY, THE 16<sup>th</sup>  
 )  
MR. JUSTICE PATTILLO ) DAY OF DECEMBER, 2021

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**  
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**SISP APPROVAL ORDER**

**THIS MOTION**, made by Harte Gold Corp. (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, substantially in the form included in the Applicant's Motion Record, was heard this day via video-conference due to the ongoing COVID-19 pandemic.

**ON READING** the Notice of Motion of the Applicant, the affidavits of Frazer Bouchier respectively sworn on December 6, 2021 (the "**Initial Application Affidavit**") and December 15, 2021 (the "**Comeback Affidavit**", together with the Initial Application Affidavit, the "**Bouchier Affidavits**"), the Exhibits thereto and the First Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicant ("**FTI**" or the "**Monitor**"), filed;

**ON HEARING** the submissions of counsel for the Applicant, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited) and counsel for the Appian Parties (as defined in the Bouchier Affidavits) and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of Ben Muller dated December 10;

## SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them under the Procedures for the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP Procedures**") or the Amended and Restated Initial Order dated December 16, 2021.

## APPROVAL OF THE STALKING HORSE BID, THE SISP AND THE SISP PROCEDURES

3. **THIS COURT ORDERS AND DECLARES** that the execution by the Applicant of the Amended and Restated Subscription Agreement dated as of December 15, 2021 in the form attached as Exhibit "C" to the Comeback Affidavit (the "**Stalking Horse Agreement**") is hereby authorized and approved, *nunc pro tunc*.
4. **THIS COURT AUTHORIZES** the Applicant to use the Stalking Horse Agreement as the "stalking horse bid" in the SISP (the "**Stalking Horse Bid**"). For greater certainty, nothing herein approves the transaction contemplated in the Stalking Horse Bid, and the approval of any transaction contemplated by the SISP, shall be determined on a subsequent motion made to this Court.
5. **THIS COURT ORDERS** that the SISP and the SISP Procedures, substantially in the form attached hereto, be and are hereby approved, and the Applicant and the Monitor are authorized and directed to carry out the SISP in accordance with the SISP Procedures and this Order, and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the SISP.
6. **THIS COURT ORDERS** that the Applicant, the Monitor and their respective affiliates, partners, directors, employees, advisors, lawyers, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Applicant or the Monitor, as applicable, as determined by the Court in a final order that is not subject to appeal or other review.

7. **THIS COURT ORDERS** that notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property.

8. **THIS COURT ORDERS** that the Applicant and the Monitor, or any other interested party on at least five (5) Business Days' notice to the lawyers for each of the Applicant, the Monitor and all other parties on the service list established in these proceedings, may apply to this Court for directions with respect to the SISP at any time.

#### **PIPEDA**

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant and the Monitor are hereby authorized and permitted to disclose and provide to each Qualified Bidder, personal information of identifiable individuals, including employees of the Applicant, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each Qualified Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant or the Monitor, as applicable, or, in the alternative, destroy all such information and provide confirmation of its destruction to the Applicant and the Monitor. The Successful Bidder shall maintain the privacy of such information and, upon closing of the Transaction contemplated in the Successful Bid, shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Applicant and the Monitor.

#### **SEALING PROVISION**

10. **THIS COURT ORDERS** that Confidential Exhibits "A" and "B" of the Comeback Affidavit are hereby sealed pending further order of the Court and shall not form part of the public record.



## GENERAL

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

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

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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**SCHEDULE "A"**  
**SISP PROCEDURES**

## PROCEDURES FOR THE SALE AND INVESTMENT SOLICITATION PROCESS

### Introduction

- A. Since May 2021, Harte Gold Corp. ("**Harte Gold**"), with the assistance of, *inter alia*, FTI Consulting Canada Inc. ("**FTI**"), has been conducting a strategic review process (the "**Pre-Filing Strategic Process**") with a view to finding an investor or a purchaser who would allow Harte Gold to pursue its operations as a going concern and maximize value for stakeholders (the "**Opportunity**");
- B. During the Pre-Filing Strategic Process, 1000025833 Ontario Inc. (the "**Stalking Horse Bidder**") expressed interest in the Opportunity, which culminated with the execution on December 6, 2021 of a Subscription Agreement (as amended and restated on December 15, 2021, the "**Stalking Horse Bid**") between Harte Gold and the Stalking Horse Bidder, pursuant to which the Stalking Horse Bidder agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of a sale and investment solicitation process (the "**SISP**") to be undertaken within court-supervised proceedings to be commenced by Harte Gold under the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**"), and (ii) if the Stalking Horse Bidder is determined to be the Successful Bidder (as defined herein), to subscribe for and purchase from Harte Gold, the Subscribed Shares (as defined in the Stalking Horse Bid), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Harte Gold (the "**Stalking Horse Transaction**");
- C. On December 7, 2021 (the "**Filing Date**"), Harte Gold sought and obtained an initial order (as amended, supplemented or amended and restated from time to time, the "**Initial Order**") under the CCAA from the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"), pursuant to which, among other things, FTI was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**");
- D. On December 16, 2021 the CCAA Court granted an order (the "**SISP Order**"), among other things, approving the Stalking Horse Bid and the procedures set out herein (the "**SISP Procedures**");
- E. The purpose of these SISP Procedures is to set out terms and procedures for a transparent, fair and efficient solicitation process to obtain the highest or otherwise best offer for Harte Gold's equity, assets, rights, undertakings and properties (collectively, the "**Property**"); and
- F. Accordingly, these SISP Procedures describe, among other things: (a) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, (b) the manner in which bidders and bids become Qualified Bidders, Qualified Bids, and Auction Bidders, as applicable, (c) the evaluation of bids received, (d) the guidelines for the ultimate selection of the Successful Bid and/or Back-up Bid, and (e) the process for obtaining such approvals (including the approval of the CCAA Court) as may be necessary or appropriate in respect of a Successful Bid.

## **Defined Terms**

1. Capitalized terms used in these SISP Procedures and not otherwise defined have the meanings given to them below:
  - (a) “**Approval Hearing**” is defined in paragraph 2.
  - (b) “**Approval Motion**” is defined in paragraph 25.
  - (c) “**Auction**” is defined in paragraph 22.
  - (d) “**Auction Bidders**” is defined in paragraph 23.
  - (e) “**Auction Date**” is defined in paragraph 2.
  - (f) “**Back-Up Bid**” is defined in paragraph 24(i).
  - (g) “**Back-Up Bidder**” is defined in paragraph 24(i).
  - (h) “**Bid**” is defined in paragraph 18.
  - (i) “**Bid Deadline**” is defined in paragraph 2.
  - (j) “**Business**” means Harte Gold’s business and activities as at Filing Date.
  - (k) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
  - (l) “**CA**” means the *Competition Act*, R.S.C., 1985, c. C-34, as amended.
  - (m) “**CCAA**” is defined in the introduction.
  - (n) “**CCAA Court**” is defined in the introduction.
  - (o) “**CCAA Proceedings**” is defined in the introduction.
  - (p) “**Closing**” means the completion of the transaction contemplated by the Successful Bid.
  - (q) “**Data Room**” is defined in paragraph 11.
  - (r) “**Deposit**” is defined in paragraph 18(h)(x).
  - (s) “**Filing Date**” is defined in the introduction.
  - (t) “**FTI**” is defined in the introduction.
  - (u) “**Harte Gold**” is defined in the introduction.
  - (v) “**ICA**” means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.
  - (w) “**Initial Order**” is defined in the introduction.
  - (x) “**Initial Overbid Amount**” means \$500,000.

- (y) **“Known Potential Bidder”** means any party identified as a potential bidder by Harte Gold, in consultation with the Monitor, whether or not such party participated in the Pre-Filing Strategic Process, and for greater certainty shall include each party that has submitted a bid in the Pre-Filing Strategic Process.
- (z) **“Monitor”** is defined in the introduction.
- (aa) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/harte>.
- (bb) **“NDA”** means a non-disclosure agreement in form and substance satisfactory to Harte Gold, in consultation with the Monitor.
- (cc) **“Opening Bid”** is defined in paragraph 24(b).
- (dd) **“Overbid”** is defined in paragraph 24(e).
- (ee) **“Overbid Amount”** means \$500,000 or such higher amount as Harte Gold, in consultation with the Monitor, may determine in advance of any round of bidding in the Auction to be applicable for that round of the Auction.
- (ff) **“Participation Letter”** is defined in paragraph 7(a).
- (gg) **“Potential Bidder”** is defined in paragraph 4.
- (hh) **“Pre-Filing Strategic Process”** is defined in the introduction.
- (ii) **“Property”** is defined in the introduction.
- (jj) **“Qualified Bid”** is defined in paragraph 18.
- (kk) **“Qualified Bidder”** is defined in paragraph 9.
- (ll) **“Required Acknowledgement”** means the written acknowledgement in the form attached hereto as Schedule “[B]” to be executed by a party wishing to participate in the SISP.
- (mm) **“SISP”** is defined in the introduction.
- (nn) **“SISP Order”** is defined in the introduction.
- (oo) **“SISP Press Release”** means a press release to be issued by Harte Gold substantially in the form attached hereto as Schedule “[C]”.
- (pp) **“SISP Procedures”** is defined in the introduction.
- (qq) **“Solicitation Materials Distribution Date”** is defined in paragraph 2.
- (rr) **“Solicitation Notice”** means a notice describing the opportunity to participate in the SISP.
- (ss) **“Stalking Horse Bid”** is defined in the introduction.
- (tt) **“Stalking Horse Bidder”** is defined in the introduction.
- (uu) **“Stalking Horse Transaction”** is defined in the introduction.

- (vv) **“Subscription Agreement”** means the template subscription agreement, in a form substantially similar to the Stalking Horse Bid, to be placed in the Data Room.
- (ww) **“Successful Bid”** is defined in paragraph 24(i).
- (xx) **“Successful Bidder”** is defined in paragraph 24(i).
- (yy) **“Superior Offer”** means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate of the “Subscription Price” as defined in and contemplated by the Stalking Horse Transaction plus the Initial Overbid Amount, including cash consideration sufficient to pay in cash the Cash Consideration (as defined in the Stalking Horse Bid) and amounts owing to the Stalking Horse Bidder under the BNPP Credit Agreement and under the DIP Term Sheet, and (ii) Harte Gold and the Monitor, each with the assistance of their legal advisors, consider to be better than the Stalking Horse Transaction.

**Key Dates**

2. The key dates for the SISP are as follows:

<b>DATE</b>	<b>MILESTONE</b>
By no later than 1 day following the issuance by the Court of the SISP Order  <b>(“Solicitation Materials Distribution Date”)</b>	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time)  <b>(“Bid Deadline”)</b>	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022  <b>(“Auction Date”)</b>	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with paragraph 21  <b>(“Approval Hearing”)</b>	Hearing of the Approval Motion

### **Supervision of the SISP**

3. The Monitor shall supervise Harte Gold's conduct of the SISP as outlined herein. In the event that there is disagreement or clarification is required as to the interpretation or application of this SISP or the responsibilities of the Monitor or Harte Gold hereunder, the CCAA Court will have jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor, Harte Gold or any other interested party with a hearing which shall be scheduled on not less than three (3) Business Days' notice.

### **Solicitation of Interest**

4. For all purposes of this SISP, the following persons shall be considered as potential bidders (each, a "**Potential Bidder**"): (i) the Known Potential Bidders, and (ii) any other party that executes a Required Acknowledgement and is permitted by Harte Gold, with the consent of the Monitor, to participate in the SISP.
5. As soon as reasonably practicable after the granting of the SISP Order:
  - (a) the Monitor will post the SISP Order and the SISP Procedures on the Monitor's Website; and
  - (b) Harte Gold will issue the SISP Press Release with Canada Newswire designating dissemination in Canada and internationally.
6. By no later than the Solicitation Materials Distribution Date, the Monitor, on behalf of Harte Gold, shall distribute the Solicitation Notice and form of Required Acknowledgement to Known Potential Bidders inviting the Known Potential Bidders to submit a bid pursuant to these SISP Procedures.

### **Participation Requirements**

7. Subject to paragraph 8, in order to participate in the SISP, each Potential Bidder must deliver the following information and executed documents to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto:
  - (a) a letter (a "**Participation Letter**") setting forth (i) the identity, the type and the jurisdiction of organization of the Potential Bidder, (ii) the contact information for such Potential Bidder, (iii) full disclosure of the direct and indirect owners and principals of the Potential Bidder, and (iv) such financial disclosure and credit quality support or enhancement that allows Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a transaction pursuant to a Superior Offer;
  - (b) an executed NDA; and
  - (c) a copy of the Required Acknowledgment executed by the Potential Bidder.
8. Harte Gold, with the consent of the Monitor may waive compliance with paragraphs 7(a) and 7(b) of these SISP Procedures for any Potential Bidder that is deemed by Harte Gold, with the consent of the Monitor, to have adequately satisfied the requirements set forth in paragraphs 7(a) and 7(b), as applicable, during the Pre-Filing Strategic Process.

9. A Potential Bidder that has delivered the necessary documents and information in accordance with paragraphs 7 and 8 and that Harte Gold, in its reasonable business judgment, in consultation with the Monitor, determines is likely, based on the availability of financing, experience and other considerations, to be able to submit a Superior Offer by the Bid Deadline will be deemed to be a **“Qualified Bidder”**.
10. Notwithstanding paragraphs 7 to 9, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

### **Access to Data Room**

11. Harte Gold, with the assistance of the Monitor, shall provide each Qualified Bidder with access to a secure online electronic data room (the **“Data Room”**) containing due diligence information.
12. The Monitor shall coordinate all reasonable requests from Qualified Bidders for additional information and due diligence access; provided that the Monitor and Harte Gold may decline to provide (or elect to withdraw access to) due diligence information to any Qualified Bidder (other than the Stalking Horse Bidder) who, at such time and in the reasonable business judgment of Harte Gold, after consultation with the Monitor, has not established (or there is otherwise a reasonable basis to doubt), that such Qualified Bidder intends in good faith to, or has the capacity to, consummate a transaction.
13. Harte Gold also reserves its right, in consultation with the Monitor, to withhold any diligence materials that Harte Gold determines are sensitive or otherwise not appropriate for disclosure to a Qualified Bidder that Harte Gold determines is (or is affiliated with) a competitor or is otherwise an entity to which the disclosure of sensitive or competitive information, in Harte Gold’s exercise of its reasonable business judgment (in consultation with the Monitor), may risk unduly placing Harte Gold at a competitive disadvantage or make it subject to regulatory scrutiny.
14. All due diligence and information requests must be directed to the Monitor at the email addresses specified in **Schedule A** hereto.
15. Harte Gold, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives make no promise, representation, warranty, condition or guarantee of any kind, nature or description as to the information (a) contained in the Data Room, or (b) otherwise made available in connection with this SISP, except, in the case of Harte Gold only, to the extent expressly contemplated in any executed definitive sale or investment agreement with a Successful Bidder.
16. Without limiting the generality of any term or condition of any NDA between Harte Gold and any Potential Bidder or Qualified Bidder, unless otherwise agreed by Harte Gold or ordered by the CCAA Court, no Potential Bidder or Qualified Bidder shall be permitted to have any discussions with (a) any counterparty to any contract with Harte Gold, any current or former director, manager, shareholder, officer, member or employee of Harte Gold, other than in the normal course of business and wholly unrelated to Harte Gold, the potential transaction, the Confidential Information (as defined in the NDA), the SISP or the CCAA Proceedings, and (b) any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, nothing herein shall prohibit secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, from communicating with each other, solely to discuss their secured interests in Harte Gold in their capacities as secured creditors, unless such secured creditors have been advised by



the Company or the Monitor that their secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder, in which case, such communications and discussions from that point on shall be made in the presence of the Monitor. At no time shall such secured creditors be entitled to communicate or discuss with one another or with any other Potential Bidder, Qualified Bidder or Auction Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.

### **Qualified Bids**

17. A Qualified Bidder that wishes to make a bid must deliver their bid to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto so as to be actually received by the Monitor not later than the Bid Deadline.
18. All offers submitted to the Monitor ("**Bids**") for consideration in accordance with paragraph 17, other than the Stalking Horse Bid which is deemed a Qualified Bid, must comply with all of the following requirements (any such complying Bid, a "**Qualified Bid**"):
  - (a) Subscription/Purchase Price: Each Bid must clearly set forth the subscription/purchase price in Canadian dollars, stated on a total enterprise value basis, (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);
  - (b) Executed Subscription Agreement or other Transaction Agreement: Each bid must be made by way of the submission of (a) a Subscription Agreement or (b) or such other form of transaction document as the Qualified Bidder may choose, in each case executed by the Qualified Bidder;
  - (c) Mark-up: Each Bid must include a full mark-up comparison of their executed Subscription Agreement or other form of transaction document against the form of Subscription Agreement (including all schedules and exhibits thereto) included in the Data Room, as well as any proposed forms of Orders to be sought from the CCAA Court.
  - (d) Bid Deadline: Each Bid must be received by the Bid Deadline as set forth herein;
  - (e) Superior Offer: Each Bid must represent a Superior Offer;
  - (f) Capital Structure: Each Bid must include information to enable Harte Gold and the Monitor to review and assess the financing/cash available post-closing to fund the business, and implement post-closing measures and transactions.
  - (g) Irrevocable Offer: Each Bid must be irrevocable until the earlier of (A) the approval by the CCAA Court of a Successful Bid (and the Back-Up Bid) and (B) 45 days following the Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the Closing (or the outside date as set forth therein);
  - (h) Executed Documents: Each Bid must be accompanied by a duly authorized and executed Subscription Agreement or other form of transaction document and an electronic copy of such agreement, as well as duly authorized and executed transaction documents necessary to effectuate the transactions contemplated thereby;

- (i) Financial Wherewithal: Each Bid must include (A) written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction, and (B) the identification of any person or entity who may provide debt or equity financing for the Bid and any material conditions to be satisfied in connection with such financing;
- (ii) Authorization: Each Bid must include evidence, in form and substance reasonably satisfactory to Harte Gold, in consultation with the Monitor, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Bid;
- (iii) No Other Authorization, Diligence, Financing Conditions: Each Bid must not be conditional upon the following:
  - A. any internal approval(s);
  - B. the outcome of unperformed due diligence by the Qualified Bidder;  
or
  - C. obtaining financing;
- (iv) Identity: Each Bid must fully disclose the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (v) Contact Information: Each Bid must contain contact information for any business, financial or legal advisors retained or to be retained in connection with the proposed transaction;
- (vi) Regulatory Approvals: Each Bid must outline any anticipated regulatory and other approvals required to close the transaction, including any approvals under the CA and ICA, and the anticipated time frame and any anticipated impediments for obtaining such approvals and confirms that the Qualified Bidder will make and submit all necessary and applicable regulatory filings and pay all fees associated therewith;
- (vii) Disclaimer of Fees: Each Bid must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation;
- (viii) Treatment of Employees: Each Bid must include full details of the Qualified Bidder's intention towards offering continued employment to Harte Gold's employees and by providing details on the terms and conditions of employment that will be offered to any continuing employees. For greater certainty, each Bid must include the proposed number of employees of Harte Gold who will become employees of the bidder or remain employees of the Business. Each Bid must also include details on how the Qualified Bidder intends to address Harte Gold's contemplated actions towards its employee population in the context of the restructuring process;

- (ix) Timeline: Each Bid must provide a timeline to closing with critical milestones;
  - (x) Deposit: Each Bid, including the Stalking Horse Bid, must be accompanied by a refundable deposit (the “**Deposit**”) in the form of a wire transfer to an account specified by the Monitor, payable to the order of the Monitor, on behalf of Harte Gold, in trust, in an amount equal to five percent (5%) of the cash consideration contemplated by the Bid (including the Stalking Horse Bid), to be held and dealt with in accordance with the terms of this SISP;
  - (xi) Terms of Court Order(s): Each Bid must describe the key terms and provisions to be included in any order of the CCAA Court approving the contemplated transaction;
  - (xii) Precedent Investments in the Mining Industry: Each Bid must provide any relevant details of the previous investments or acquisitions, or any other experience a Qualified Bidder has and deemed relevant by such Qualified Bidder, in the mining industry, including the date, nature of the investment, amount invested, geography and any other relevant information related to such investment;
  - (xiii) Prospective Plans: Each Bid should include the Qualified Bidder’s proposed plans for Harte Gold following consummation of a potential transaction, including intentions for Harte Gold’s operations as well as for management, employees and facilities;
  - (xiv) Confirmation of no Collusion. Each Auction Bid should include confirmation by the Qualified Bidder that it has not engaged in any discussions or any other collusive behaviour with any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted in the SISP; and
  - (xv) Other Information: Each Bid must contain such other information as may be reasonably requested by Harte Gold or the Monitor from time to time.
19. Notwithstanding anything herein to the contrary, Harte Gold, in consultation with the Monitor, will review and assess each Bid to determine whether such Bid is a Qualified Bid. In performing such review and assessment, Harte Gold, in consultation with the Monitor, may evaluate the following non-exhaustive list of considerations: (a) the subscription/purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing of the transaction; (c) the claims likely to be created by such Bid in relation to other Bids; (d) the counterparties to the transaction; (e) the terms of transaction documents, including, if applicable, the proposed revisions to the Stalking Horse Bid; (f) the closing conditions and other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; (h) the assets included or excluded from the Bid; (i) any restructuring costs that would arise from the Bid; (j) the likelihood and timing of consummating the transaction, (k) the financing or cash pro forma available post-closing to fund Harte Gold’s Business; (l) the capital sufficient to implement post-closing measures and transactions; and (m) proposed treatment of the employees.
20. Harte Gold, in consultation with the Monitor, may reject any Bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these SISP Procedures;

(iii) contrary to the best interest of Harte Gold; or (iv) not a Qualified Bid; provided that Harte Gold may, in consultation with the Monitor, waive strict compliance with any one or more of the requirements specified in paragraph 18 above and deem a non-compliant Bid to be a Qualified Bid.

### **Auction; Successful Bid**

21. In the event that no Qualified Bid other than the Stalking Horse Bid is received, then (a) there will be no auction, (b) the Stalking Horse Bid will be deemed to be the Successful Bid, and (c) Harte Gold shall seek approval and authority to consummate the Stalking Horse Bid and the transactions provided for therein at the Approval Hearing.
22. If one or more Qualified Bids other than the Stalking Horse Bid are received, then Harte Gold, in consultation with the Monitor, shall conduct an auction to determine the highest or otherwise best Qualified Bid (the "**Auction**").
23. If the Auction is to take place, then as soon as practicable prior to the Auction, Harte Gold shall provide the Stalking Horse Bidder and all Qualified Bidders having submitted a Qualified Bid (the Stalking Horse Bidder and all Qualified Bidders, together, "**Auction Bidders**") with details of the time and place for the Auction and a copy of the Opening Bid for the Auction.
24. The Auction shall commence on the Auction Date and shall be held at the Toronto office of Stikeman Elliott LLP or by videoconference or such other arrangement acceptable to the Monitor. If the Auction is held at the Toronto office of Stikeman Elliott LLP and any Auction Bidder requests to participate by videoconference, Harte and the Monitor shall facilitate participation by videoconference. The Auction shall be conducted according to the following procedures:
  - (a) Participation: Harte Gold, in consultation with the Monitor, shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Each Auction Bidder must have, present or available, the individual or individuals with the necessary decision-making authority to submit Overbids and to make such necessary and ancillary decisions as may be required during the Auction. Only the authorized representatives, including counsel and other advisors, of Harte Gold, the Monitor, and each of the Auction Bidders shall be permitted to attend the Auction.
  - (b) Rounds. Bidding at the Auction shall be conducted in rounds. The Qualified Bid determined by Harte Gold and the Monitor to have the highest and/or best value shall constitute the "**Opening Bid**" for the first round of bidding. The highest and/or best Overbid at the end of each round shall constitute the "**Opening Bid**" for the following round. Harte Gold, in consultation with the Monitor, shall determine what constitutes the Opening Bid for each round in accordance with the assessment criteria set out in paragraph 24(d) below. In each round, an Auction Bidder may submit no more than one Overbid. Harte Gold, in consultation with the Monitor, may impose such time limits for the submission of Overbids as it deems reasonable. For clarity, the Stalking Horse Bidder may submit an Overbid.
  - (c) Failure to Submit an Overbid. If, at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder that submitted the Opening Bid for such round) fails to submit an Overbid, then such Auction Bidder may not participate in any future round of bidding at the Auction. Any Auction Bidder that submits an Overbid during a round (including the Auction Bidder that submitted the Opening

Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. Any Auction Bidder that fails to submit an Overbid in a round (other than the Auction Bidder that submitted the Opening Bid for such round) may be required by Harte Gold and the Monitor to leave the Auction.

- (d) Bid Assessment Criteria. Harte Gold, in consultation with the Monitor, shall determine which Qualified Bid constitutes the Opening Bid for the first round of bidding and the determination of which Overbid constitutes the Opening Bid for each subsequent round of bidding, taking into account all factors that Harte Gold and the Monitor, with the assistance of their advisors, reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 19, above.
- (e) Overbids. All bids made during the Auction must be Overbids and shall be submitted in a form to be determined by Harte Gold, in consultation with the Monitor. The identity of each Auction Bidder and all material terms of each Overbid may be fully disclosed by Harte Gold to all other Auction Bidders participating in the Auction. The Monitor shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid (as defined below) and the Back-Up Bid. To be considered an “**Overbid**”, a bid made during the Auction must satisfy the following criteria:
  - (i) Minimum Consideration. The overall amount of consideration of any Overbid shall not be less than the value of the Opening Bid of the applicable round of bidding, plus the Overbid Amount; and
  - (ii) Remaining terms are the same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Bid set forth in paragraph 18 above (provided, for greater certainty, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits (subject to subsection (h) hereof)). To the extent not previously provided (which shall be determined by Harte Gold in consultation with the Monitor), an Auction Bidder submitting an Overbid must submit, as part of its Overbid, evidence acceptable to Harte Gold, in consultation with the Monitor, demonstrating such Auction Bidder’s ability (including financial ability) to close the transaction contemplated by its Overbid;
- (f) Overbid Alterations: An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the prior Overbid so long as, after giving effect to the same, the terms of the new Overbid are no less favorable than any prior Overbid of such Auction Bidder, as determined by Harte Gold in consultation with the Monitor.
- (g) Announcing Highest Overbids. At the end of each round of bidding, Harte Gold, in consultation with the Monitor, shall (i) review each Overbid made in such round; (ii) identify the highest and/or best Overbid; and (iii) announce the terms of such highest and/or best Overbid to all Auction Bidders entitled to participate in the next round of bidding. Such highest and/or best Overbid shall be the Opening Bid for the next round of the Auction.
- (h) Adjournments. Harte Gold, in consultation with the Monitor, may, in its reasonable business judgment, make one or more adjournments in the Auction to, among other things: (i) facilitate discussions with individual Auction Bidders, including any discussion, negotiation or clarification of any Overbid; (ii) allow individual Auction

Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and/or best Overbid at any given time during the Auction; (iv) give Auction Bidders the opportunity to provide such additional evidence as Harte Gold may require, in its reasonable business judgment, that the Auction Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the Overbid amount; and (v) subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, may consider appropriate, facilitate any appropriate consultation by Harte Gold and/or Auction Bidders with third party stakeholders.

- (i) Closing the Auction. If, in any round of bidding, no Overbid is made, the Auction shall be closed and Harte Gold, in consultation with the Monitor and legal advisors: (i) declare the last Opening Bid as the successful Bid (the “**Successful Bid**” and the party submitting such Successful Bid, the “**Successful Bidder**”); (ii) immediately review the other Overbids made in the previous round (or the Qualified Bid if no Overbids were made at the Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) (the “**Back-Up Bid**” and the party submitting such Back-Up Bid, the “**Back-Up Bidder**”); and (iii) advise the Successful Bidder and the Back-Up Bidder of such determinations and all other Auction Bidders that they are not a Successful Bidder or a Back-Up Bidder. If a Back-up Bid is identified in accordance with this SISF, then such Back-up Bid shall remain open until the closing of the transaction contemplated by the Successful Bid.
- (j) Executed Documentation: The Successful Bidder and the Back-up Bidder (if any) shall, within two (2) Business Days after the conclusion of the Auction, or such longer delay acceptable to Harte Gold, in consultation with the Monitor, submit to Harte Gold executed revised documentation memorializing the terms of the Successful Bid and the Back-up Bid (if any). The Successful Bid and the Back-up Bid may not be assigned to any party without the consent of Harte Gold.
- (k) Reservation of Rights.
  - (i) Notwithstanding anything herein to the contrary, Harte Gold shall be under no obligation to accept the highest or the best Overbid or any Qualified Bid (other than the Stalking Horse Bid if no higher or better Qualified Bid is accepted) or to pursue or hold an Auction or to select any Successful Bid and/or Back-up Bid.
  - (ii) Harte Gold reserves its rights to modify the conduct of the Auction at any time, acting reasonably, in consultation with the Monitor, in any manner that would best promote the goals of the Auction process, including to select the Successful Bid and/or Back-up Bid prior to the completion of the Auction.
- (l) No Collusion. Each Auction Bidder shall be required to confirm that it has not engaged in any discussions or any other collusive behaviour with respect to the submissions of Overbids. Harte Gold, in consultation with the Monitor, may permit discussions between Auction Bidders at the Auction, subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, considers appropriate. The parties agree that discussions between secured creditors of Harte Gold, including their affiliates, and their legal or financial advisors, regarding their secured interests in Harte Gold, shall not constitute collusive behaviour provided that such secured creditors comply with the requirements of paragraph 16 hereof.

### **Approval Motion**

25. Harte Gold shall apply to the CCAA Court (the “**Approval Motion**”) for an order approving the Successful Bid and authorizing Harte Gold to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid. Such order shall also approve the Back-Up Bid, if any, in the event that the Successful Bid does not close for any reason.
26. The hearing of the Approval Motion will be held on the date of the Approval Hearing. The Approval Motion may be adjourned or rescheduled by Harte Gold or the Monitor, in consultation with the Successful Bidder, without further notice by an announcement of the adjourned date at the Approval Motion, or by notice to the service list in the CCAA Proceedings.
27. All Qualified Bids (other than the Successful Bid and the Back-Up Bid) will be deemed rejected on the date of approval of the Successful Bid by the CCAA Court.

### **Closing the Successful Bid**

28. Harte Gold and the Successful Bidder shall take all reasonable steps to complete the transaction contemplated by the Successful Bid as soon as possible after the Successful Bid is approved by the CCAA Court. If the transaction contemplated by the Successful Bid has not closed by the outside date provided for in the Successful Bid or the Successful Bid is terminated for any reason prior to the outside date provided for in the Successful Bid, Harte Gold may elect, with the consent of the Monitor, to seek to complete the transaction contemplated by the Back-Up Bid, and will promptly seek to close the transaction contemplated by the Back-Up Bid. The Back-Up Bid will be deemed to be the Successful Bid and Harte Gold will be deemed to have accepted the Back-Up Bid only when Harte Gold has made such election and provided written notice of such determination to the Successful Bidder and the Back-Up Bidder.

### **General**

29. All Deposits will be retained by the Monitor and deposited in a trust account. The Deposit (without interest thereon) paid by the Successful Bidder and Back-Up Bidder whose bid(s) is/are approved at the Approval Motion will be applied to the subscription/purchase price to be paid or investment amount to be made by the Successful Bidder and/or Back-Up Bidder, as applicable upon closing of the approved transaction and will be non-refundable, other than in the circumstances set out in the Successful Bid or the Back-Up Bid, as applicable. The Deposits (without interest) of Qualified Bidders and Auction Bidders not selected as the Successful Bidder and Back-Up Bidder will be returned to such bidders within five (5) Business Days after the selection of the Successful Bidder and Back-Up Bidder or any earlier date as may be determined by Harte Gold, in consultation with the Monitor. The Deposit of the Back-Up Bidder, if any, shall be returned to such Back-Up Bidder no later than five (5) Business Days after Closing.
30. If a Successful Bidder breaches its obligations under the terms of the SISF, its Deposit shall be forfeited as liquidated damages and not as a penalty.
31. All bidders (including Auction Bidders and Qualified Bidders) shall be deemed to have consented to the exclusive jurisdiction of the CCAA Court and waived any right to apply to another jurisdiction in connection with any disputes relating to the SISF, including the qualification of bids, the Auction, if any, the construction and enforcement of the SISF, the

transaction documents and the Closing, as applicable.

32. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.
33. There will be no amendments to this SISP without the consent of the Monitor and Harte Gold and, if such modification or amendment materially deviates from the key dates contemplated in Section 2 hereof, with the written consent of the Stalking Horse Bidder, or with the approval of the CCAA Court.
34. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, or any obligation to enter into any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, other than as specifically set forth in a definitive agreement that may be signed with Harte Gold.
35. Neither Harte Gold nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid and Back-Up Bid.



## SCHEDULE A

### Contact Information

#### Monitor

**FTI CONSULTING CANADA INC.**

TD South Tower,  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
P.O. Box 104,  
Toronto, ON  
Canada, M5K 1G8

**Attention of:**

**Nigel Meakin**

Tel: (416) 649-8065  
Email: nigel.meakin@fticonsulting.com

**Jeffrey Rosenberg**

Tel: (416) 649-8073  
Email: jeffrey.rosenberg@fticonsulting.com

**Dean Mullett**

Tel: (416) 816-0733  
Email: dean.mullett@fticonsulting.com

**SCHEDULE B**

**Required Acknowledgement**

**Acknowledgement of the Sale and Investment Solicitation Process**

**TO:** Harte Gold Corp. (“**Harte Gold**”)

**AND TO:** FTI Consulting Canada Inc., as monitor in the CCAA proceedings (the “**Monitor**”)

**RE:** Sale and Investment Solicitation Process in respect of Harte Gold

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On December 7, 2021, the Ontario Superior Court of Justice [Commercial List] (the “**CCAA Court**”), presided by the Honourable Justice Pattillo, granted an initial order in respect of Harte Gold pursuant to the *Companies’ Creditors Arrangement Act*, and FTI Consulting Canada Inc. was appointed as Monitor of Harte Gold.

On December 16, 2021, the CCAA Court granted an order (the “**SISP Order**”) approving the conduct of a sale and solicitation process (the “**SISP**”) by Harte Gold, with the assistance of the Monitor, in accordance with the procedures attached to the SISP Order (the “**SISP Procedures**”).

The undersigned hereby acknowledges having received a copy of the SISP Order and of the SISP Procedures, and that in order to participate in the SISP and submit a Bid (as defined in the SISP Procedures) that will be considered by Harte Gold, in consultation with the Monitor and their respective advisors, the undersigned must comply with the terms and provisions of the SISP Order and the SISP Procedures, which the undersigned hereby agrees to do.

This \_\_\_\_ day of \_\_\_\_\_, 2021.

**[Insert Interested Party name]**

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By:  
Title:

**SCHEDULE C**

**SISP Press Release**

## Harte Gold Announces Extension of Stay Period, Approval of Increased DIP Financing and Approval of Sale and Investment Solicitation Process

**Toronto – December 16, 2021** – As previously announced, on December 7, 2021, HARTE GOLD CORP. (“**Harte Gold**” or the “**Company**”) (TSX: HRT / OTC: HRTFF / Frankfurt: H4O) was granted creditor protection pursuant to an order (the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Pursuant to the Initial Order, the Company obtained protection from its creditors for an initial period of ten (10) days (the “**Stay Period**”) and FTI Consulting Canada Inc. was appointed as monitor of the Company (in such capacity, the “**Monitor**”)

On December 16, 2021, the Court granted an Amended and Restated Initial Order (the “**ARIO**”) pursuant to which, *inter alia*, the Stay Period was extended until January 31, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$10.8 million.

The Court also granted an order (the “**SISP Order**”) authorizing the Company to conduct, with the assistance of the Monitor, a sale and investment solicitation process (the “**SISP**”) in accordance with certain terms and conditions relating thereto (the “**SISP Procedures**”). As part of the SISP Order, the Court approved the Company’s execution of a subscription agreement (the “**Subscription Agreement**”) with 1000025833 Ontario Inc. (the “**Investor**”), a wholly-owned indirect subsidiary of Silver Lake Resources Limited (“**Silver Lake**”) (ASX: SLR) and the use of the Subscription Agreement as a “stalking horse bid” (the “**Stalking Horse Bid**”) in the context of the SISP, in order to establish the baseline consideration for the Company’s business and assets. Interested parties are invited to participate in the SISP and submit a superior proposal (each a “**Superior Proposal**”) to the Stalking Horse Bid. If no Superior Proposal is submitted to the Company and the Monitor as part of the SISP, the Investor shall be declared the successful bidder at the conclusion of the SISP and, if the transaction contemplated in the Subscription Agreement is subsequently approved by the Court, the Investor will become the sole shareholder of Company, which will continue its business and operations as a going concern. The SISP is intended to secure the highest or otherwise best offer for the Company’s business and assets, for the benefit of all stakeholders.

In order to participate in the SISP and obtain access to a virtual data room, all interested parties must comply with the terms and conditions set forth in the SISP Procedures, a copy of which is attached to the SISP Order and is also available on the Monitor’s website at <http://cfcanada.fticonsulting.com/harte>. Parties interested in participating in the SISP, should contact the Monitor at [hartegold@fticonsulting.com](mailto:hartegold@fticonsulting.com).

All bids must be submitted to the Monitor by no later than January 14, 2022 at 5:00 p.m. (prevailing Eastern Time).

### **Additional Information**

Further updates will be provided as appropriate. A copy of the Initial Order, the ARIO, the SISP Order, the SISP Procedures and all materials related thereto, as well as any other information regarding the CCAA proceedings, are available on the Monitor’s website at <http://cfcanada.fticonsulting.com/harte>.

## About Harte Gold Corp.

Harte Gold holds a 100% interest in the Sugar Zone mine located in White River, Canada. The Sugar Zone Mine entered commercial production in 2019. The Company has further potential through exploration at the Sugar Zone Property, which encompasses 81,287 hectares covering a significant greenstone belt. Harte Gold trades on the TSX under the symbol “HRT”, on the OTC under the symbol “HRTFF” and on the Frankfurt Exchange under the symbol “H4O”.

For further information, please visit [www.hartegold.com](http://www.hartegold.com) or contact:

Shawn Howarth  
Vice President, Corporate Development and Investor Relations  
Tel: 416-368-0999  
E-mail: [sh@hartegold.com](mailto:sh@hartegold.com)

### Cautionary note regarding forward-looking information:

*This news release includes “forward-looking statements”, within the meaning of applicable securities legislation, which are based on the opinions and estimates of management and are subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as “seek”, “anticipate”, “budget”, “plan”, “continue”, “estimate”, “expect”, “forecast”, “may”, “will”, “project”, “predict”, “potential”, “targeting”, “intend”, “could”, “might”, “should”, “believe” and similar words suggesting future outcomes or statements regarding an outlook. Specific forward-looking statements in this press release include, but are not limited to, the Stay Period expiring on January 31, 2022; the Investor, if it is the successful bidder at the conclusion of the SISP and is approved by the Court, becoming the sole shareholder of Company in a transaction which provides for the continuation of its business and operations as a going concern; the DIP Financing providing Harte Gold with the liquidity required to continue the operations of Sugar Zone Mine until closing of a transaction; there being no recovery for holders of existing equity interests in the Company unless the successful bid at the conclusion of the SISP provides for significantly higher value than the Subscription Agreement; further updates being provided as appropriate; and the Company having further potential through exploration at the Sugar Zone Property. Forward-looking statements are necessarily based upon a number of estimates and assumptions including material estimates and assumptions related to the factors set forth below that, while considered reasonable by the Company as at the date of this press release in light of management’s experience and perception of current conditions and expected developments, are inherently subject to significant business, economic, and competitive uncertainties and contingencies. Known and unknown factors could cause actual results to differ materially from those projected in the forward-looking statements, and undue reliance should not be placed on such statements and information. Such risks and uncertainties include, but are not limited to, the Strategic Review Process failing to result in a transaction that provides value to the Company’s stakeholders; the Company being unable to secure sufficient financing to complete the Strategic Review Process; the Company being unable to continue as a going concern; the risk that the Company will not have adequate sources of funding to finance the Company’s operations in the near future; the risk that the Company will not be able to obtain sufficient financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes; the risk that the Company has insufficient assets to meet its liabilities or satisfy its creditors; the Company being able to attract and retain qualified candidates to join the Company’s management team and board of directors, risks associated with the mining industry, including operational risks in exploration, development and production; delays or changes in plans with respect to exploration or development projects or capital expenditures; the uncertainty of reserve estimates; the uncertainty of estimates and projections in relation to production, costs and expenses; the uncertainty surrounding the ability of the Company to obtain all permits, agreements, consents or authorizations required for its operations and activities; and health, safety and environmental risks, the risk of commodity price and foreign exchange rate fluctuations, the ability of Harte Gold to fund the capital and operating expenses necessary to achieve the business objectives of Harte Gold, the uncertainty associated with commercial negotiations and negotiating with contractors and other parties and risks associated with international business activities, as well as other risks and uncertainties which are more fully described in the Company’s Annual Information Form dated March 30, 2021, and in other filings of the Company with securities and regulatory authorities which are available on SEDAR at [www.sedar.com](http://www.sedar.com). Due to the risks, uncertainties and assumptions inherent in forward-looking statements, prospective investors in securities of the Company should not place undue reliance on these forward-looking statements. Readers are cautioned that the foregoing list of risks, uncertainties and other factors are not exhaustive. The forward-looking statements contained in this news release are made as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking statements or in any other documents filed with Canadian securities regulatory authorities, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws. The forward-looking statements are expressly qualified by this cautionary statement. The Toronto Stock Exchange has not reviewed and does not accept responsibility for the adequacy or accuracy of this news release.*

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

Court File No.: CV-21-00673304-00CL\_

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

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**AMENDED AND RESTATED  
INITIAL ORDER**

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**STIKEMAN ELLIOTT LLP**

Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

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**Lawyers for the Applicant**

**SCHEDULE "C" EXCLUDED ASSETS**

Any and all of the Company's rights in respect of the retainers paid to Stikeman Elliott LLP, FTI Consulting Canada Inc., Goodmans LLP and Thornton Grout Finnigan LLP.



## **SCHEDULE "D" EXCLUDED CONTRACTS<sup>1</sup>**

1. All financing agreements other than the BNPP Credit Agreement, including without limitation:
  - a) Financing Agreement dated July 13, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp. and any amendments thereto including the Amending Agreement to the Financing Agreement dated August 28, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp.
  - b) Facility Agreement dated August 28, 2020, as between AHG (Jersey) Limited and Harte Gold Corp.
  - c) Bridge Loan Agreement dated May 3, 2018, as between ANR Investments B.V. and Harte Gold Corp.
2. Any and all employment agreements with Terminated Employees
3. The lease dated November 28, 2019 between Harte Gold Corp., as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario
4. The following engagement agreements:
  - a) Engagement Letter dated June 4, 2021, as between Jeffries LLC and Harte Gold Corp.
  - b) Engagement Agreement dated May 24, 2021, as between Scotia Capital Inc. and Harte Gold Corp.
  - c) Engagement Letter dated January 15, 2021, as between CIBC World Markets Inc. and Harte Gold Corp.
  - d) Engagement Letter dated June 8, 2021, as between Odeon Capital Group LLC and Harte Gold Corp.
  - e) Engagement Letter, dated June 3, 2021, between FTI Consulting Canada Inc. and Stikeman Elliott LLP, as subsequently amended on June 25, 2021.
5. All subscription agreements, including, without limitation:
  - a) Subscription, Standby Commitment and Facility Extension Agreement dated June 6, 2019, as between ANR Investments B.V. and Harte Gold Corp.
  - b) Subscription Agreement dated March 18, 2021, as between New Gold Inc. and Harte Gold Corp.
  - c) Subscription Agreement dated November 23, 2016, as between ANR Investments B.V. and Harte Gold Corp.

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<sup>1</sup> References to "Excluded Contracts" in this section shall include all related security and other documents to which Harte is party.

- d) Subscription Agreement dated December 29, 2017, as between Orion Mine Finance Fund II LP and Harte Gold Corp.

## **SCHEDULE "E" EXCLUDED LIABILITIES**

1. All Liabilities relating to or arising from the Retained Contracts, prior to the commencement of the CCAA Proceedings, which are not royalties, Cure Costs or otherwise Trade Amounts payable under the Retained Contracts (where such royalties, Cure Costs or Trade Amounts shall be subject to the Cure Costs and Trade Amount Cap).
2. Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Company relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date, excluding, solely, any regulatory or environmental Liabilities owed to any Governmental Authority
3. All Liabilities relating to or arising from the Facility Agreement dated August 28, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between AHG (Jersey) Limited and Harte Gold Corp.
4. All Liabilities relating to or arising from the Financing Agreement dated July 13, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between ANR Investments 2 B.V. and Harte Gold Corp.

**SCHEDULE "F" ENCUMBRANCES TO BE DISCHARGED**

### **SCHEDULE “G” RETAINED CONTRACTS**

All Contracts which are not listed as Excluded Contracts in Schedule D, including without limitation:

1. Contract No. HGC 18-6263 dated October 1, 2018, as between Glencore Canada Corporation and Harte Gold Corp. and any amendments thereto including Amendment No. 1 to Contract No. HGC 18-6263 dated May 27, 2019, as between Glencore Canada Corporation and Harte Gold Corp. and Amendment No. 2 to Contract No. HGC 18-6263 dated February 27, 2020, as between Glencore Canada Corporation and Harte Gold Corp.
2. Any obligations of the Company under the ISDA Master Agreement and Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company
3. All offtake agreements, including without limitation:
  - a) Offtake Agreement dated July 14, 2020, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
  - b) Offtake Agreement dated January 9, 2018, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
  - c) Offtake Agreement dated December 29, 2017, as between Orion (OMF Fund II SO Ltd.) and Harte Gold Corp. and any amendments thereto
4. All royalty agreements, including without limitation:
  - a) Royalty Agreement dated December 19, 2019, as between 2729992 Ontario Corp. and Harte Gold Corp.
  - b) Royalty Agreement dated August 28, 2020, as between 2729992 Ontario Corp. and Harte Gold Corp.
  - c) Net Profits Royalty, Schedule 3 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
  - d) Net Smelter Royalty, Schedule 4 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
  - e) Option Agreement dated June 28, 2010 between Harte Gold Corp., Llyod Halverson, Eugene Belisle and John E. Ternowesky
  - f) Net Smelter Royalty, Schedule B to the Property Option Agreement dated August 14, 2017, as between Lloyd Halverson, Doug Kakeeway, John E. Ternowesky, and Harte Gold Corp.
5. The Impact Benefits Agreement dated April 2018 between Pic Moberg First Nation and Harte Gold Corp. (the **“Impact Benefits Agreement”**).

**SCHEDULE "H" ASSUMED LIABILITIES**

1. All Liabilities in respect of Employees, except for Liabilities relating to Terminated Employees

### **SCHEDULE "I" PERMITTED ENCUMBRANCES**

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

**SCHEDULE "J" PERMITS AND LICENSES**

See Schedule "L".



**SCHEDULE "K" MINERAL TENURES**

**Part I – Freehold Properties**

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
1.	None	White River	Freehold	31082-0218	PCL 4507 SEC A WS; PT FARM LOCATION CK74 HUNT AS IN LT50339; WHITE RIVER	SR/MR
2.	None	White River	Freehold	31082-0219	PCL 4508 SEC AWS; PT FARM LOCATION CK74 HUNT AS IN L T50340; WHITE RIVER	SR/MR
3.	None	White River	Freehold	31082-0234	PCL 11183 SEC AWS; PT FARM LOCATION CK77 HUNT PT 1 1R6484; WHITE RIVER	SR/MR

**Part II – Leasehold Properties**

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
4.	1069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348, SSM1069349, SSM1069350	Hambleton and Odlum	Leasehold	31053-0001	MINING CLAIMS I 069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348, SSM1069349, SSM1069350 BEING PTS 1,2,3,4,5,6,7,8,9 PL IRI3039, EXCEPT SURFACE RIGHTS BEING PTS 2 TO 9 INCLUSIVE PL 1RI3039 HAMBLETON, ODLUM	SR/MR - Pt I, Plan IRI3039  MRO - Pts 2-9, Plan IR13039

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
5.	SSMI069332, SSMI069333, SSMI069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI069346	Hambleton	Leasehold	31054- 0003	MINING CLAIMS SSM1069332, SSMI069333, SSM1069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI 069346 HAMBLETON PT 1 IR 13011; DISTRICT OF ALGOMA	SR/MR
6.	PT MINING CLAIM SSM1232640	Gourlay and Strickla	Leasehold	31054- 0004	PT MINING CLAIM SSM 1232640 GOURLAY & STRICKLAND PT 2 IRI3011; DISTRICT OF ALGOMA	SR/MR
7.	PT MINING CLAIM SSM1235595	Gourlay	Leasehold	31054- 0005	PT MINING CLAIM SSM1235595 GOURLAY PT 3 IR 13011; DISTRICT OF ALGOMA	SR/MR
8.	PT MINING CLAIMS SSMI069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595	Hambleton, Gourlay, Strickland and Odium	Leasehold	31054- 0006	MINING RIGHTS ONLY PT MINING CLAIMS SSM1069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595 HAMBLETON, GOURLAY, STRICKLAND & ODLUM PTS 4-9 IR 13011; DISTRICT OF ALGOMA	MRO
9.	SSM937771, SSM937772, SSM937772, SSMI043806, SSMI043807, SSMI043808, SSMI043809, SSM1043810, SSMI069352, SSMI069353,	Hambleton, Odium and Strickland	Leasehold	31077- 0001	MINING CLAIMS SSM937771, SSM937772, SSM937772, SSMI043806, SSM1043807, SSM1043808, SSMI043809, SSMI043810, SSMI069352, SSMI069353,	SR/MR- Ptl, Plan IRI3019  MRO- Pts 2-8, Plan IR13019

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSMI069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSM1140642, SSMI140643, SSMI140644, SSM1140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659, SSMI140660				SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSM 1069368, SSMI069369, SSMI069370, SSMI069371, SSMI140638, SSMI140639, SSMI140640, SSMI140641, SSMI140642, SSMI140643, SSMI140644, SSMI140645, SSMI140646, SSMI140647, SSMI140658, SSM1140659 & SSM1140660 BEING PTS 1,2,3,4,5,6, 7 & 8 PL 1R13019 EXCEPT SURFACE RIGHTS BEING PTS 2 TO 8 INCLUSIVE PL IR13019 1- IAMBLETON,ODLUM & STRICKLAND; CITY OF SAULT STE. MARIE	
10.	SSM937770, SSMI043803, SSM1043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250,	Hambleton and Odium	Leasehold	31078- 0001	MINING CLAIMS SSM937770, SSMI043803, SSM I 043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSM1078252, SSMI135499, SSM1194337 &	SR/MR- Pts 1,2, 3, 6 &10, Plan 1RI3038  MRO - Pts 4, 5, 7, 8, 9& 1 L Plan IRI3038

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSM1078251, SSMI078252, SSM1135499, SSM1194337, SMMI194340				SMM1194340 BEING PTS 1 TO 11 PL I R13038 EXCEPT SURFACE RIGHTS BEING PTS 4,5,7,8,9 & 11 PL IR13038 HAMBLETON ODLUM; CITY OF SAULT STE. MARIE	

**Part III – Unpatented Mining Claims**

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
100110	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
102261	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
102955	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102956	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102957	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
103256	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
103795	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
104062	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
108657	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
110507	Claim	Active	2018-04-10	2022-12-03	(142281) HARTE GOLD CORP.	1	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
111378	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111755	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111802	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
112652	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
113014	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
115744	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115745	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115746	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
115851	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
117345	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
117527	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118071	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
118285	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118287	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
119804	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
122945	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
125756	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
125769	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125817	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125852	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
127131	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
130537	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
131794	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
132528	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
133127	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
133689	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
133770	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
133895	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
134919	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
136581	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
136582	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
137166	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
141005	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
142088	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
142560	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
142645	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
142714	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
150290	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
150356	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
150477	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
151061	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
151151	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
151747	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
151748	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
153728	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154316	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154634	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
154859	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
155027	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
155301	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
155471	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155472	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
156716	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
157827	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
159665	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
159846	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
162381	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167174	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167200	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167201	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167881	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
168373	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
168606	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
168648	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168649	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168650	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168651	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
169308	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
170250	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170388	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170921	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170953	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170954	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
171296	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
171544	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
171922	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
173870	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
174320	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
175638	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
180576	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
180577	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
182897	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
183693	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
183874	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
184494	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
185100	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
185118	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
185737	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
186239	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186240	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186333	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
187120	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
188477	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
189153	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189186	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189211	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
192398	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
193853	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
196508	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
197174	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
199956	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
200170	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
200808	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
200809	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
201257	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
205218	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
205227	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
205228	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
205229	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
206596	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
206598	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
207283	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
208206	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208207	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
208950	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
208958	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
209282	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209283	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209284	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
219128	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
219164	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
220366	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220373	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220821	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
220822	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
221060	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
221158	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
225048	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
226382	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
227074	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
227577	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228206	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228212	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
229063	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
229139	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
234526	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
236538	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
237877	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
238950	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
244350	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
245152	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
245812	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
246627	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
252539	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
255917	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255918	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255919	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
260565	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
265078	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
265657	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
265862	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
265863	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
266283	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
266799	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266805	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267434	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
267440	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267591	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
271837	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
273604	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
273605	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274244	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274252	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
274857	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
274873	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
276267	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
276303	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
277728	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
281507	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
282751	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
286341	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286342	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286343	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286384	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286410	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
287517	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
287639	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
289563	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
290157	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
290563	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
293144	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
294235	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
294243	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
300518	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
302666	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
302669	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
302908	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
308490	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
311337	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317714	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317747	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
319552	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
322925	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
323310	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
324599	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
329144	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
330435	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
331171	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
332771	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
333357	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
334503	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
335993	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
336697	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
337943	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
344511	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
344618	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
514033	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
514035	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
530313	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530314	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530315	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530316	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
530317	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
530318	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
531016	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531017	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531018	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531019	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531020	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531021	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531022	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	22	2022-06-20
531023	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531024	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531025	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531026	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531027	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531031	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531046	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531047	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531048	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	23	2022-02-22
531079	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531080	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531081	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531082	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531083	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531084	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531085	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531086	Claim	Active	2018-09-10	2023-01-18	(142281) HARTE GOLD CORP.	24	2023-01-18
531087	Claim	Active	2018-09-10	2022-01-18	(142281) HARTE GOLD CORP.	24	2022-01-18
531088	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531089	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	20	2022-03-10



<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531090	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531091	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531092	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531093	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531094	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531095	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531096	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531097	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531098	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531099	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531100	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531111	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531112	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531113	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531114	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531115	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	23	2022-01-10
531116	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	24	2023-01-10
531117	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531118	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531119	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	20	2022-01-10
531120	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	15	2023-01-10
531121	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	16	2023-01-10
531126	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531139	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531151	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531152	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	17	2022-01-09
531153	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	22	2022-12-23
531154	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531155	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531156	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531157	Claim	Active	2018-09-10	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531160	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531161	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531162	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531163	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	15	2022-01-09
531164	Claim	Active	2018-09-11	2022-01-10	(142281) HARTE GOLD CORP.	18	2022-01-10
531165	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	13	2022-04-21
531166	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	2	2022-01-09
531167	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531168	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531169	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531170	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	23	2022-12-03

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531171	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531172	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531173	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531174	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531175	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531176	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531177	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531178	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531179	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531180	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	23	2022-11-16
531181	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531182	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531183	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531184	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531185	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531195	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531196	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531197	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531198	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	19	2022-04-21
531199	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	2	2022-12-23
531200	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531201	Claim	Active	2018-09-11	2022-10-29	(142281) HARTE GOLD CORP.	5	2022-10-29
531202	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	23	2022-12-23
531203	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	21	2022-12-31
531204	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	12	2022-12-31
531205	Claim	Active	2018-09-11	2022-03-27	(142281) HARTE GOLD CORP.	12	2022-03-27
531206	Claim	Active	2018-09-11	2022-04-26	(142281) HARTE GOLD CORP.	24	2022-04-26
531207	Claim	Active	2018-09-11	2022-07-02	(142281) HARTE GOLD CORP.	4	2022-07-02

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531208	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	13	2022-12-31
531209	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	6	2022-12-23
531210	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	17	2022-12-23
531211	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	8	2022-12-23
531212	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	18	2022-12-31
531214	Claim	Active	2018-09-11	2022-07-20	(142281) HARTE GOLD CORP.	6	2022-07-20
531215	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	9	2022-12-31
531216	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	3	2022-12-31
531217	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	6	2022-12-31
531218	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	5	2022-12-31
531219	Claim	Active	2018-09-11	2022-11-20	(142281) HARTE GOLD CORP.	25	2022-11-20
531220	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531221	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531222	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531223	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531224	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531225	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531226	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531227	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531228	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	15	2022-12-03
531229	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531230	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531231	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531232	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531233	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	25	2022-12-22
531234	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531235	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531236	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531237	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531238	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	23	2022-12-22
531239	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	4	2022-12-22
531240	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531241	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531242	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	20	2022-12-17
531243	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531244	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	25	2022-12-17
531245	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531246	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531247	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531248	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531249	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531254	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	24	2022-06-13



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531255	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531256	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531257	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531258	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	12	2022-06-13
531259	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531264	Claim	Active	2018-09-12	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531265	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531266	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531267	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531268	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	10	2022-12-23
531269	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	3	2022-06-13
531270	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	16	2022-12-03
531271	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	20	2022-11-16
531272	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	3	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531273	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531274	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531275	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	21	2022-11-16
531276	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531277	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
531278	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	2	2022-11-16
531279	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
531280	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531281	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	25	2022-04-11
531282	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531283	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531284	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	23	2023-01-09
531285	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531286	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531287	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531288	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	21	2023-01-09
531289	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	14	2022-04-11
531290	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531291	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531292	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531293	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531294	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531295	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531296	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531297	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531298	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531299	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531300	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531301	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531302	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531304	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531305	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531306	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531309	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531316	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531317	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531331	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	19	2022-04-11
531332	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	24	2022-02-16
531333	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	12	2022-02-16
531334	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	25	2022-02-16
531335	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531336	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531337	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531338	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	24	2021-02-16
531340	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	17	2022-06-13
531341	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	2	2022-02-16
531342	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531343	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531344	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	18	2022-06-13
531345	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	2	2021-02-16
531346	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	4	2021-02-16
531347	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531348	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531349	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	16	2022-01-09
531350	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531351	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	24	2021-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531352	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	25	2021-01-09
532869	Claim	Active	2018-10-09	2022-04-10	(142281) HARTE GOLD CORP.	20	2022-04-10
537443	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	14	2022-09-12
537444	Claim	Active	2018-12-19	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	11	2022-12-27
537445	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	7	2022-09-12
537446	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	11	2022-04-11
537447	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	12	2022-04-11
537448	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537449	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
537450	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	22	2022-02-22
537451	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
537476	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
537478	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	6	2022-02-22
537479	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537500	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537502	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	15	2022-02-22
549597	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549623	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549624	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549625	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	22	2022-05-10
549626	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549916	Claim	Active	2019-05-15	2022-05-10	(142281) HARTE GOLD CORP.	25	2022-05-10
564908	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564909	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564958	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	11	2022-11-29

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
564959	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	25	2022-11-29
564960	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	20	2022-11-29
564961	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564962	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	19	2022-11-29
564963	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564964	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	23	2022-11-29
564965	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	22	2022-11-29
564966	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	17	2022-11-29
565900	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
565901	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29

**Part IV – Additional Tenure IDs**

1. 136581
2. 136582
3. 142560
4. 171296
5. 201257
6. 209282
7. 209283
8. 209284
9. 220821
10. 220822



11. 237877
12. 255917
13. 255918
14. 255919
15. 324599
16. 334503
17. 549597
18. 549623
19. 549624
20. 549625
21. 549626
22. 549916
23. 564908
24. 564909
25. 564958
26. 564959
27. 564960
28. 564961
29. 564962
30. 564963
31. 564964
32. 564965
33. 564966
34. 565900
35. 565901

## **SCHEDULE “L” MATERIAL PERMITS, LICENSES AND CONTRACTS**

1. Insurance policies
  - a) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - b) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - c) Contract of Insurance with policy beginning October 31, 2020, as between Allianz Global Risks US Insurance Company, Chubb Insurance Company of Canada, The Sovereign General Insurance Company, Liberty Mutual Insurance and Harte Gold Corp.
  - d) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - e) Commercial Automobile Coverage dated October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - f) Commercial Coverage with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - g) Excess Follow Form Insurance Policy dated February 10, 2021 as between AIG Insurance Company of Canada and Harte Gold Corp.
  - h) Excess Liability with policy beginning October 31, 2020, as between Northbridge Insurance and Harte Gold Corp.
  - i) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2020, as between XL Specialty Insurance Company and Harte Gold Corp.
  - j) Excess Liability with policy beginning November 3, 2021, as between Northbridge Insurance and Harte Gold Corp.
  - k) Contract of Insurance with policy beginning October 31, 2021, as between Allianz Global Risks US Insurance Company, Stewart Specialty Risk Underwriting Ltd., The Sovereign General Insurance Company, Economical Mutual Insurance Company, and Harte Gold Corp.
  - l) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - m) Commercial Automobile Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - n) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2021, as between XL Specialty Insurance Company and Harte Gold Corp.

- o) Commercial Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

2. Closure Plan and Permits, Environmental Permits

- a) Any and all permits, approvals, agreements, or licences issued under or pursuant to the following statutes, as amended from time to time or regulations thereunder: the Mining Act, R.S.O. 1990, c. M.14, the Mining Tax Act, R.S.O. 1990, c. M.15, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Endangered Species Act, 2007, S.O. 2007, c. 6, the Public Lands Act, R.S.O. 1990, c. P.43, the Forest Fires Prevention Act, R.S.O. 1990, c. F.24, the Beds of Navigable Waters Act, R.S.O. 1990, c. B.4, the Lakes and Rivers Improvement Act, R.S.O. 1990, c. L.3, the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, the Canadian Navigable Waters Act, R.S.C., 1985, c. N-22, including but not limited to those permits, approvals, agreements, or licences listed at Schedule L, items 16 – 32, below.
- b) Sugar Zone Project Closure Plan and all amendments thereto
- c) Amended Environmental Compliance Approval 7924-BBLL6K, issued May 3, 2019 and all amendments thereto and notices thereunder
- d) Amended Environmental Compliance Approval 8479-B3QHJZ, issued September 20, 2018 and all amendments thereto and notices thereunder
- e) Amended Environmental Compliance Approval 2656-B2UG23, issued September 20, 2018 and all amendments thereto and notices thereunder
- f) Amended Environmental Compliance Approval 7268-AHYLJT, issued January 31, 2017 and all amendments thereto and notices thereunder
- g) Amended Environmental Compliance Approval 3215-9ZXM5X, issued September 30, 2015 and all amendments thereto and notices thereunder
- h) Amended Environmental Compliance Approval 7150-9XMLGX, issued July 16, 2015 and all amendments thereto and notices thereunder
- i) Environmental Compliance Approval 5475-98BPSI, issued January 15, 2014 and all amendments thereto and notices thereunder
- j) Environmental Compliance Approval 9197-992HFN, issued January 6, 2014 and all amendments thereto and notices thereunder
- k) Location Approval WAWA-LOC-01-2017, under the Lakes & Rivers Improvement Act, issued March 21, 2017
- l) Location Approval WAWA-LOC-01-2020, under the Lakes & Rivers Improvement Act, issued July 3, 2020

- m) Land Use Permit Application 1524-1001682, under the Public Lands Act, submitted February 8, 2018
- n) Permit to Take Water 8337-B3QJAH, issued September 20, 2018 and all amendments thereto and notices thereunder
- o) Permit to Take Water P-300-6062209462, issued November 2, 2019 and all amendments thereto and notices thereunder
- p) Permit to Take Water 5567-BVBPWM, issued November 19, 2020 and all amendments thereto and notices thereunder
- q) Permit to Take Water 7466-AREGML, issued September 20, 2018 and all amendments thereto and notices thereunder
- r) Permit to Take Water 1518-ASEGRK, issued September 20, 2018 and all amendments thereto and notices thereunder

### 3. Camp Services

- a) Quotation dated August 4, 2021 and executed August 23, 2021, as between Morris Group (Sudbury) Inc. and Harte Gold Corp.
- b) Contract Agreement dated November 7, 2017, as between Morris Group Sudbury Inc. and Harte Gold Corp.
- c) Amendment to Contract Agreement dated February 2018, as between Morris Group Sudbury Inc. and Harte Gold Corp.

### 4. Other Agreements

- a) Impact Benefits Agreement dated April 28, 2018 and Band Council Resolution dated April 26, 2018, as between Pic Mobert First Nation and Harte Gold Corp.
- b) Memorandum of Understanding between: Biigtigong Nishnaabeg (formerly Pic River First Nation) and Harte Gold Corp. dated August 1, 2018
- c) Exploration Agreement between Pic Mobert First Nation and Harte Gold Corp.
- d) Aboriginal Procurement Strategy: A Working Document Between Harte Gold Corp. and White Lake Limited Partnership dated June 27, 2019
- e) Longhole Drilling and Blasting Services Agreement dated July 4, 2018, as between Foraco Canada Ltd. and Harte Gold Corp.
- f) Underground Drilling Agreement dated January 21, 2021, as between Orbit Garant Drilling Services Inc. and Harte Gold Corp.

- g) Closure Plan Surety Bond Agreement (Bond #: 800033223/962-019590) dated June 21, 2018, as between Harte Gold Corp. and Intact Insurance Company, and subsequent rider, dated February 1, 2019.

# EXHIBIT “E”

**EXHIBIT "E"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

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A Commissioner for Taking Affidavits

**ANR INVESTMENTS 2 B.V.**

**- AND -**

**HARTE GOLD CORP.**

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**SUBSCRIPTION AGREEMENT**

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**DATED JANUARY \_\_\_\_, 2022**



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## SUBSCRIPTION AGREEMENT

**THIS SUBSCRIPTION AGREEMENT** dated January \_\_\_\_\_, 2022 is made by and between:

**ANR INVESTMENTS 2 B.V.**, a corporation incorporated under the laws of the Netherlands

(hereinafter, the "**Investor**")

-and-

**HARTE GOLD CORP.**, a corporation incorporated under the laws of Ontario

(hereinafter, the "**Company**")

### RECITALS:

**WHEREAS** the Company is a public company based in Toronto, Ontario, whose business mainly consists of operating a gold mining operation commonly known as the "Sugar Zone Mining Operation", located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division;

**AND WHEREAS** the Company has commenced CCAA Proceedings in order to, *inter alia*, seek creditor protection and pursue the SISP with a view to implementing a transaction which will allow the continuation of its Business and operations, as a going concern;

**AND WHEREAS** in accordance with the SISP, the Investor has submitted this Agreement to subscribe for and purchase from the Company, the Subscribed Shares, on the terms and conditions set out in this Agreement and in accordance with the Closing Sequence set out herein, in order to become the sole shareholder of the Company upon Closing.

**NOW THEREFORE** in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions.

In this Agreement.

**"Action"** means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

**"Administration Charge"** has the meaning given to it in the Initial Order.

**"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

**"Agreement"** means this Subscription Agreement between the Investor and the Company, as may be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

**"Appian Existing Agreements"** means, collectively, the Appian Facility Agreement, the Appian Financing Agreement, the Appian Royalty Agreement, the Appian Offtake Agreement and all ancillary and related Contracts, agreements, instruments, schedules, appendices, exhibits, and documents thereto, all as subsequently amended, supplemented, restated, or otherwise modified from time to time.

**"Appian Existing Agreements Obligations"** means all amounts owing and all other obligations of the Company, to any Appian Parties, under any and all Appian Existing Agreements (and under any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees, premiums, or obligations, owing by the Company under any and all of the Appian Existing Agreements (or under any other ancillary agreement or document thereto).

**"Appian Facility Agreement"** means the facility agreement entered into between the Company, as borrower, and AHG Jersey Limited, as lender, on August 28, 2020.

**"Appian Financing Agreement"** means the financing agreement entered into between the Company, as borrower, and ANR Investments 2 B.V., as lender, on July 14, 2020, as amended by an amending agreement dated August 28, 2020.

**"Appian Offtake Agreement"** means, collectively: (i) the offtake agreement entered into between the Company, as seller, and ANR Investments B.V., as purchaser, on January 9, 2018, as subsequently amended on May 3, 2018, and (ii) the offtake agreement entered into between the Company, as seller, and ANR Investments B.V., as purchaser, on July 14, 2020, all as subsequently amended, restated, or supplemented, from time to time.

**"Appian Release"** has the meaning set out in Section 6.3(c).

**"Appian Royalty Agreement"** means, collectively, (i) the 1.5% net smelter return royalty agreement entered into between 2729992 Ontario Corp., as royalty holder, and the Company, as owner and grantor, on December 19, 2019, and (ii) the 0.5% net smelter return royalty entered into between the Company, as grantor, and 2729992 Ontario Corp., as royalty holder, on or around August, 2020, all as subsequently amended, restated, or supplemented, from time to time.

**"Appian Parties"** means AHG Jersey Limited, ANR Investments 2 B.V., ANR Investments B.V. and any and all of their Affiliates.

**"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

**"Approval and Reverse Vesting Order"** means an order issued by the Court substantially in the form attached hereto as **Schedule "A"** or otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably: (i) approving the Transactions; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Company, except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file Articles of Reorganization to change the conditions in respect of its authorized and issued share capital to provide for a redemption right in favour of the Company; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Investor under this Agreement), for no consideration (v) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor (or as it may direct) all right, title and interest in and to the Subscribed Shares, free and clear of all Encumbrances.

**"Articles of Reorganization"** means articles of reorganization to change the conditions in respect of the Company's authorized and issued share capital to provide for a redemption right in favour of the Company, which shall be in a form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

**"Assumed Liabilities"** means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in **Schedule "G"**; (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts; (d) all Appian Existing Agreements Obligations; and (e) all Trade Amounts.

**"Assumed Liabilities Consideration"** has the meaning set out in Section 2.2(b).

**"Authorization"** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

**"BNPP Credit Agreement"** means the Amended and Restated Credit Agreement entered into between the Company, as borrower, and BNP Paribas, as lender, on August 28, 2020, as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, and under which the rights and obligations of BNP Paribas, as lender, were assigned to 1000025833 Ontario Inc. on November 19, 2021.

**"BNPP Credit Agreement Obligations"** means all properly perfected and secured amounts owing and all other obligations of the Company under the BNPP Credit Agreement (and under any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Company under the BNPP Credit Agreement (or under any other ancillary agreement or document thereto).

**"Books and Records"** means all books, records, files, papers, books of account and other financial data including Tax Returns related to the Retained Assets in the possession, custody or control of the Company, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

**"Business"** means the business and operations carried on by the Company as at the date of this Agreement and as at the date of Closing.

**"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Ontario.

**"Cash Consideration"** means a cash payment in an amount required to pay (i) all claims ranking in priority to, or *pari passu* with, the Appian Existing Agreements Obligations, including, (a) a cash payment equivalent to the amount of all claims ranking in priority to, or *pari passu* with, the BNPP Credit Agreement Obligations (including, for greater certainty, all professional fees, costs, and expenses secured by the Administration Charge and all obligations secured by the DIP Lender's Charge), (b) an amount equivalent to the BNPP Credit Agreement Obligations, and (c) any portion of the accrued and outstanding secured obligations of the Company under the Existing Hedge Agreements, solely to the extent that any such obligations and liabilities are not capable of being assumed, in accordance with the terms and conditions set out herein, on the Closing Date, plus (ii) an amount necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo1 and ResidualCo2 upon completion of the Transactions, as determined by the Monitor, the Company and the Investor, each acting reasonably, or as determined by the Court.

**"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

**"CCAA Proceedings"** means the proceedings commenced by the Company under the CCAA.

**"Closing"** means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

**"Closing Date"** means the date on which Closing occurs.

**"Closing Sequence"** has the meaning set out in Section 6.2.

**"Closing Time"** means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

"**Company**" means Harte Gold Corp.

"**Competition Act**" means the *Competition Act*, R.S.C., 1985, c. C-34.

"**Conditions Certificates**" has the meaning set out in Section 7.3.

"**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases, any Real Property Leases and any Contracts in respect of Employees.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Cure Costs**" means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of the Company's insolvency, the commencement of the CCAA Proceedings by the Company or the Company's failure to perform a non-monetary obligation.

"**Deposit**" has the meaning set out in Section 2.1.

"**DIP Lender's Charge**" has the meaning given to it in the Initial Order.

"**Discharged**" means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

"**Employees**" means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and "**Employee**" means any one of them.

"**Encumbrances**" means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

"**Encumbrances to Be Discharged**" means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in Schedule "E", and excluding only the Permitted Encumbrances.

"**Excluded Assets**" means those assets listed in Schedule "B", an amended list of which may be delivered by the Investor no later than two (2) Business Days before the Target Closing Date.

"**Excluded Assets and Contracts Promissory Note**" has the meaning set out in Section 3.2.

"**Excluded Assets Bill of Sale**" has the meaning set out in Section 3.2.

**"Excluded Contracts"** means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule "C"**.

**"Excluded Contracts Assignment Agreement"** has the meaning set out in Section 3.2.

**"Excluded Liabilities"** means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or relating to any Excluded Assets or Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, (i) the non-exhaustive list of those certain Liabilities set forth in **Schedule "D"**, (ii) any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the Company may be bound as at the Closing Time, (iii) all Liabilities relating to or under the Excluded Contracts and Excluded Assets, (iv) Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing, and (v) all Liabilities to or in respect of the Company's Affiliates. Furthermore, the BNPP Credit Agreement Obligations shall constitute Excluded Liabilities which shall be transferred to ResidualCo2 in accordance with the Closing Sequence, and a portion of the Excluded Liability Promissory Note (which shall be satisfied with a portion of the Cash Consideration) shall be allocated for the payment, in full, of the BNPP Credit Agreement Obligations.

**"Excluded Liability Assumption Agreement"** has the meaning set out in Section 3.1.

**"Excluded Liability Price"** has the meaning set out in Section 3.1.

**"Excluded Liability Promissory Note"** has the meaning set out in Section 3.1.

**"Existing Hedge Agreements"** means, collectively, the ISDA 2002 Master Agreement, dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company, the schedule to the ISDA 2002 Master Agreement, dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company, the 2022 Hedge Agreement dated June 19, 2019, and 2023 Hedge Agreement dated June 19, 2019.

**"Existing Shares"** means all issued and outstanding shares of the Company prior to Closing.

**"Governmental Authority"** means the government of Canada, or any other nation, or of any political subdivision thereof, whether state, provincial (including the government of Ontario), territorial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange).

**"HST"** means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

**"Initial Order"** means the Initial Order, granted within the CCAA Proceedings on December 7, 2021, as amended and restated on December 20, 2021, as subsequently amended, restated, or varied, from time to time.

**"Interim Period"** means the period from the date of this Agreement up to and until the Closing Time.

**"Investment Canada Act"** means the Investment Canada Act, R.S.C., 1985, c. 28.



**"Investor"** means ANR Investments 2 BV.

**"Law"** has the meaning set out in the definition of **"Applicable Law"**.

**"Legal Proceeding"** means any litigation, Action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

**"Liability"** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

**"Material Permits, Mineral Tenures, Licenses and Contracts"** means those Permits, Licenses and Contracts listed in Schedule "K" and the Mineral Tenures.

**"Mineral Tenures"** means the mining claims, leases and other property rights of the Company listed in Schedule "J".

**"Monitor"** means FTI Consulting Canada Inc. in its capacity as monitor of the Company in the CCAA Proceedings, to the extent appointed by the Court, and shall include, as the context so requires, FTI Consulting Canada Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo1 or ResidualCo2 to the extent subsequently appointed as such.

**"Monitor's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

**"Order"** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

**"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

**"Outside Date"** means March 31, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may, acting reasonably, agree to in writing.

**"Party"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

**"Permits and Licenses"** means the permits, licenses, Authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, the Company, including, without limitation, as listed in Schedule "I".

**"Permitted Encumbrances"** means the Encumbrances related to the Retained Assets listed in Schedule "H", an amended list of which may be agreed to by the Investor, the Company and Monitor prior to the granting of the Approval and Reverse Vesting Order.

**"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

**"Personal Property"** means all machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties).

**"Personal Property Lease"** means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which the Company is a party or under which it has rights to use Personal Property.

**"Purchase and Sale Transactions"** means the transactions contemplated by this Agreement which provide for, among other things, (a) the issuance by the Company of the Subscribed Shares to the Investor in consideration for the Subscription Price, (b) the assignment by the Company to ResidualCo1 of the Excluded Assets and Excluded Contracts in consideration for the Excluded Assets and Contracts Promissory Note, and (c) the assignment by the Company to ResidualCo2 of the Excluded Liabilities in consideration for the Excluded Liability Promissory Note, each on and subject to the terms set forth herein.

**"Real Property Leases"** means those real property leases listed in in **Schedule "J"**.

**"Related to the Business"** means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

**"Representative"** when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

**"ResidualCo1"** means a corporation to be incorporated by the Company in advance of Closing, to which the Excluded Assets and Excluded Contracts will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**"ResidualCo2"** means a corporation to be incorporated in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**"Retained Assets"** has the meaning set out in Section 3.2.

**"Retained Contracts"** means those Contracts listed in **Schedule "F"**.

**"ResidualCo Releases"** has the meaning set out in Section 6.4(h).

**"SISP"** means the Sale and Investment Solicitation Process to be conducted by the Company in the context of the CCAA Proceedings in accordance with the SISP Procedures;

**"SISP Order"** means the SISP Approval Order issued by the court on December 20, 2021, in the CCAA Proceedings;

**"SISP Procedures"** means the procedures governing the SISP, substantially in the form appended as Schedule A to the SISP Order;

**“Subscribed Shares”** means a number of common shares in the capital of the Company, to be advised by the Investor, which will be issued on Closing and which will represent 100% of the equity interests in the Company.

**“Subscription Price”** has the meaning set out in Section 2.1.

**“Target Closing Date”** means February 18, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may agree to in writing.

**“Tax Act”** means the *Income Tax Act* (Canada).

**“Tax Returns”** means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

**“Taxes”** or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

**“Terminated Employees”** means those individuals employed by the Company whose employment will be terminated by the Company prior to Closing, as per the list set out in the Investor’s participation letter, dated January [14], 2022.

**“Trade Amounts”** means any accrued and unpaid trade payables of the Company to third parties in connection with the Business that are unpaid as of the Closing.

**“Transaction Taxes”** means all documentary, stamp, transfer, sales and transfer taxes, registration charges and transfer fees, including HST, use, value added, and excise taxes and all filing and recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

**“Transactions”** means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions.

## **1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

### 1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

### 1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

### 1.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time

in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

## 1.6 Exhibits and Schedules

- (a) The following are the Exhibits and Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

### SCHEDULES

Schedule "A"	-	Form of Approval and Reverse Vesting Order
Schedule "B"	-	Excluded Assets
Schedule "C"	-	Excluded Contracts
Schedule "D"	-	Excluded Liabilities
Schedule "E"	-	Encumbrances to be Discharged
Schedule "F"	-	Retained Contracts
Schedule "G"	-	Assumed Liabilities
Schedule "H"	-	Permitted Encumbrances
Schedule "I"	-	Permits and Licenses
Schedule "J"	-	Mineral Tenures
Schedule "K"	-	Material Permits, Licenses and Contracts

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

## ARTICLE 2

### SUBSCRIPTION PRICE FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES

#### 2.1 Deposit

As a deposit for the Subscription Price, the Investor shall pay to the Monitor, by wire transfer of immediately available funds, an amount of **[\$6,115,000]** (the "**Deposit**"), being approximately 5% of the Cash Consideration portion of the Subscription Price, concurrently with the execution and provision of this Agreement, which Deposit shall be held in escrow by the Monitor in a non-interest bearing account on behalf of the Company. If the Closing does not occur for any reason other than the Agreement having been terminated by the Company pursuant to Section 8.1(b)(v), the Deposit will be forthwith refunded in full to the Investor (without interest, offset or deduction). If the Agreement is terminated by the Company pursuant to Section 8.1(b)(v), the full amount of the Deposit shall become the property of, and shall be transferred to the Company, as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions.

## 2.2 Subscription Price

The subscription price for the Subscribed Shares shall be an amount equal to the aggregate of the following (the "**Subscription Price**"):

- (a) Cash Consideration: The Cash Consideration, which shall be satisfied as follows: (i) by the release of the Deposit by the Monitor to the Company, and (ii) by wire transfer to the Monitor of immediately available funds in the amount of the Cash Consideration. The Cash Consideration will be subsequently transferred to ResidualCo1 and ResidualCo2, pursuant to the Approval and Reverse Vesting Order, in full and final payment and satisfaction of the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note, on the Closing Date and in accordance with the Closing Sequence; and,
- (b) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities which the Company and the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence. For greater certainty: (i) all Appian Existing Agreements and all Appian Existing Agreements Obligations shall, be retained, assumed, and shall continue, as ongoing Liabilities against the Company, following Closing; and, (ii) all Assumed Liabilities, including, but not limited to, the Trade Amounts will be assumed and retained by the Company and paid on the latter of (a) Closing, or (b) when such Assumed Liabilities become due and owing in accordance with their current payment terms and conditions, absent any acceleration caused by or associated with the Company's solvency or the CCAA Proceedings (collectively, the "**Assumed Liabilities Consideration**").

## ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

### 3.1 Transfer of Excluded Liabilities to ResidualCo2

On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo2 and the Company shall issue to ResidualCo2 an interest-free promissory note (the "**Excluded Liability Promissory Note**") in the amount equal to a portion, to be agreed upon between the Parties, of the Cash Consideration (the "**Excluded Liability Price**") in consideration for ResidualCo2 assuming the Excluded Liabilities. The Excluded Liabilities shall be transferred to and assumed by ResidualCo2 in accordance with the Closing Sequence, pursuant to the Approval and Reverse Vesting Order and as evidenced by an assignment and assumption agreement in form and substance acceptable to the Investor, the Company and the Monitor (the "**Excluded Liability Assumption Agreement**"). Notwithstanding any other provision of this Agreement, neither the Investor nor the Company shall assume or have any Liability for any of the Excluded Liabilities and the Company and its assets, undertaking, business and properties shall be fully and finally Discharged from all Excluded Liabilities as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Liabilities to ResidualCo2 and the assumption of the Excluded Liabilities by ResidualCo2.

### 3.2 Transfer of Excluded Assets and Excluded Contracts to ResidualCo1

On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Mineral Tenures, Retained Contracts, Permits

and Licenses and Books and Records (the "**Retained Assets**"), except, however, any assets sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer Contracts to ResidualCo1, in accordance with the Closing Sequence, on the Closing Date and same shall be vested in ResidualCo1 pursuant to the Approval and Reverse Vesting Order and as evidenced by a bill of sale (the "**Excluded Assets Bill of Sale**") and assignment of contracts (the "**Excluded Contracts Assignment Agreement**"), in form and substance satisfactory to the Investor, the Company and the Monitor, all in consideration of an interest-free promissory note (the "**Excluded Assets and Contracts Promissory Note**") in the amount equal to the portion of the Cash Consideration in excess of the principal amount of the Excluded Liability Promissory Note. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo1.

## ARTICLE 4 REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties as to the Company

Subject to the issuance of the Approval and Reverse Vesting Order, the Company represents and warrants to the Investor as follows and acknowledges and agrees that the Investor is relying upon such representations and warranties in connection with the subscription by the Investor of the Subscribed Shares:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no Legal Proceedings pending against the Company with respect to, or in any manner affecting, title to the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Retained Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the Company from fulfilling any of its obligations set forth in this Agreement.
- (f) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Company and its affiliates, are in

each case less than \$300 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.

- (g) Material Permits, Mineral Tenures, Licenses and Contracts. The Material Permits, Mineral Tenures, Licenses and Contracts are in full force and effect.

#### **4.2 Representations and Warranties as to the Investor**

The Investor represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the issuance by the Company of the Subscribed Shares.

- (a) Incorporation and Status. The Investor is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Investor of this Agreement has been authorized by all necessary corporate action on the part of the Investor.
- (c) No Conflict. The execution, delivery and performance by the Investor of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and this Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement.
- (f) Litigation. There are no Legal Proceedings pending, or to the knowledge of the Investor, threatened against the Investor before any Governmental Authority, which would: (i) prevent the Investor from paying the Subscription Price to the Company; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions contemplated by this Agreement or (iii) which would reasonably be expected to delay, restrict or prevent the Investor from fulfilling any of its obligations set forth in this Agreement.
- (g) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Investor, and each of the agreements to be executed and delivered by the Investor hereunder, or the subscription of the Subscribed Shares hereunder.
- (h) Financial Ability. The Investor has cash on hand or firm financing commitments from lenders in amounts sufficient to allow it to pay the Deposit, the balance of the Cash



Consideration and all other costs and expenses in connection with the consummation of the Transactions and the Investor will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.

- (i) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sale, in from or into Canada, of the Investor and its affiliates, are in each case less than \$100 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.
- (j) Investment Canada Act. The Investor is a WTO investor within the meaning of the Investment Canada Act.
- (k) Residence of Investor. The Investor is not a non-resident of Canada within the meaning of the Tax Act.

#### **4.3 As is, Where is**

The Subscribed Shares shall be issued, sold and delivered to the Investor subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Subscribed Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Company in the context of the Transaction on an “*as is where is*” basis.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Reverse Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing and the quantum of such Liability, if any, and the Investor acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

### **ARTICLE 5 COVENANTS**

#### **5.1 Target Closing Date**

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on the Target Closing Date.

#### **5.2 Application for Approval and Reverse Vesting Order**

As soon as practicable following the conduct of the SISP and if this Agreement is determined to be the “Successful Bid” or the “Back-Up Bid”, in accordance with the SISP Procedures, the Company shall serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order; provided, however, that if this Agreement is determined to be the “Back-Up Bid”, the Company’s obligation to seek the issuance of the Approval and Reverse Vesting Order shall be conditional upon the bid designated as the “Successful Bid” failing to close, in accordance with the SISP Procedures. If applicable, the Company shall diligently use its commercially reasonable efforts to seek the issuance

and entry of the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such orders. The Company's application and motion materials seeking the Approval and Reverse Vesting Order (if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid" in accordance with the SISP Procedures) shall be in form and substance satisfactory to the Investor, acting reasonably.

The Company will provide to the Investor a reasonable opportunity to review a draft of the application and motion materials to be served and filed with the Court, it being acknowledged that such application and motion materials should be served as promptly as reasonably possible following the determination that this Agreement is the "Successful Bid" or the "Back-Up Bid", as applicable. The Company will serve such materials on the service list prepared by the Company and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Investor may reasonably require. The Company will promptly inform counsel for the Investor of any and all threatened or actual objections to the application for the issuance of the Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received. However, and notwithstanding the foregoing, the Company will have no obligation to provide the Investor with any motion materials or draft motion materials for the issuance of the Approval and Reverse Vesting Order if this Agreement is not determined to be the "Successful Bid" or the "Back-Up Bid", pursuant to the SISP Procedures, as applicable.

### **5.3 Interim Period**

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the Initial Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Investor and the Company, such consent not to be unreasonably withheld, conditioned or delayed: (A) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as the Material Permits, Mineral Tenures, Licenses and Contracts; (B) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business.
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court order, the Company shall not enter into any non-arms' length transactions involving the Company or its assets or the Business without the prior approval of the Investor.
- (c) During the Interim Period and if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, the Investor shall furnish to the Company such information concerning the Investor as shall be reasonably requested, including all such information as shall be necessary to enable the Company to verify that the representations and warranties and covenants of the Investor contained in this Agreement have been complied with.

### **5.4 Access During Interim Period**

If this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, during the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Investor reasonably deems necessary or desirable to further familiarize itself with the Business and

the Retained Assets, provided that the Investor shall not be entitled to any confidential or sensitive information regarding the conduct of the SISP, as determined by the Company and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Investor and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor, the Investor and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and, the Company's customers and contractual counterparties. Such investigations shall be carried out at the Investor's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Company shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Investor.

## **5.5 Regulatory Approvals and Consents**

If this Agreement is determined or deemed to be the "Successful Bid", in accordance with the SISP Procedures:

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transactions required under any Applicable Law.
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.5.
- (c) The Parties shall cause their respective affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory or non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 5.5.

## **5.6 Insurance Matters**

During the Interim Period, the Company shall keep in full force and effect all of its applicable existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business.

## **5.7 Books and Records**

The Investor shall cause the Company to preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Investor shall cause the Company to make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist),

available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require.

## **ARTICLE 6 CLOSING ARRANGEMENTS**

### **6.1 Closing**

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

### **6.2 Closing Sequence**

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, the Investor shall pay the unpaid balance of the Cash Consideration to be held in escrow by the Monitor, on behalf of the Company, and the entire Cash Consideration shall be dealt with in accordance with this Closing Sequence;
- (b) Second, the Company shall: (i) transfer to and cause ResidualCo1 to assume the Excluded Assets and the Excluded Contracts pursuant to the Approval and Reverse Vesting Order, the Excluded Bill of Sale and the Excluded Contracts Assignment Agreement, (ii) issue the Excluded Assets and Contracts Promissory Note to ResidualCo1, (iii) transfer to and cause ResidualCo2 to assume the Excluded Liabilities pursuant to the Approval and Reverse Vesting Order and the Excluded Liabilities Assumption Agreement, and (iv) issue the Excluded Liability Promissory Note to ResidualCo2;
- (c) Third, all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (d) Fourth, the Company shall issue the Subscribed Shares and the Investor shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Deposit) shall be released from escrow for the benefit of the Company, but shall continue to be held by the Monitor, in escrow on the Company's behalf and in accordance with Section 6.2(e);
- (e) Fifth, the Company shall satisfy all amounts and Liabilities owing under the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note using the Cash Consideration (including the Deposit), and hereby irrevocably directs the Monitor to cause such payment to be made from the Cash Consideration (including the Deposit) held by the Monitor, although such amount shall continue to be held by the Monitor on behalf of, respectively, ResidualCo1 and ResidualCo2, at which point both the Excluded Liability Promissory Note and the Excluded Assets and Contracts Promissory Note shall both be irrevocably and indefeasibly satisfied, in full, and terminated; and,

- (f) Sixth, the Appian Release and the ResidualCo Releases shall be released from escrow and shall become effective.

The Investor, with the prior consent of the Company and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendments to the Closing Sequence do not materially alter or impact the Transactions or the consideration which the Company or its stakeholders will benefit from, as part of the Transactions.

### 6.3 The Investor's Closing Deliveries

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Investor confirming and certifying that each the conditions in Sections 7.2(e) and 7.2(f) have been satisfied;
- (b) the Cash Consideration in accordance with Section 6.2(a);
- (c) an irrevocable release (the “**Appian Release**”) by the Appian Parties in favour of (i) the Company’s current and former directors, officers, employees, agents, representatives, and all of their respective advisors, including financial advisors and legal counsel and (ii) the Monitor and its current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents (such persons in (i) and (ii) above being collectively referred to herein as the “**Released Parties**”) from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown (collectively, the “**Claims**”) against any of the Released Parties, including in their capacity as equity holders of the Company, as applicable; save and except for any and all Claims arising out of or in connection with any fraud or willful misconduct, on the part of the Released Parties; and,
- (d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

### 6.4 The Company's Closing Deliveries

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

- (a) the Excluded Liability Promissory Note and the Excluded Assets and Contracts Promissory Note;
- (b) a copy of the Excluded Liability Assumption Agreement, signed by the Company and ResidualCo2;
- (c) a copy of the Excluded Asset Bill of Sale, signed by the Company and ResidualCo1;
- (d) a copy of the Excluded Contracts Assignment Agreement, signed by the Company and ResidualCo1;

- (e) a copy of the Approval and Reverse Vesting Order;
- (f) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each of the conditions in Sections 7.1(e) and 7.1(f) have been satisfied;
- (g) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization;
- (h) an irrevocable mutual release between ResidualCo1 and ResidualCo2, on the one hand, and the Company, on the other hand, releasing such respective parties and each of their respective directors, officers, employees, agents, representatives, legal and financial advisors from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims, of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present, or future, direct or indirect, whether known or unknown, except any covenants and obligations hereunder which survive Closing, in a form and substance acceptable to the Investor, the Company, and the Monitor, acting reasonably (collectively, the “**ResidualCo Releases**”); and
- (i) share certificates representing the Subscribed Shares.

## **ARTICLE 7 CONDITIONS OF CLOSING**

### **7.1 The Investor's Conditions**

The Investor shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing; provided that if the Investor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Successful Bid. This Agreement shall have been declared the “Successful Bid” in accordance with the SISP Procedures, or, if initially declared to be the “Back-Up Bid”, this Agreement shall have subsequently been deemed to be the “Successful Bid” in accordance with the SISP Procedures.
- (b) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (c) The Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4.

- (d) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (e) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless otherwise explicitly qualified by materiality, in which case, such qualification shall not apply) by materiality: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (f) No Breach of Covenants. The Company shall have performed in all material respects (unless otherwise explicitly qualified by materiality, in which case, such qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.
- (g) Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor, in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be and constitute Excluded Liabilities which, pursuant to the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo2.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions contemplated herein as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor, which will give rise, *inter alia*, to the Company's recourses under Section 2.1.

## 7.2 The Company's Conditions

The Company shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Successful Bid. This Agreement shall have been declared the "Successful Bid" in accordance with the SISP Procedures, or, if initially declared to be the "Back-Up Bid", this Agreement shall have subsequently been deemed to be the "Successful Bid" in accordance with the SISP Procedures.

- (b) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (c) Investor's Deliverables. The Investor shall have executed and delivered or caused to have been executed and delivered to the Company (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3.
- (d) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (e) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (f) No Breach of Covenants. The Investor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

### 7.3 Monitor's Certificate

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Investor). In the case of (i) and (ii) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Investor as a result of filing the Monitor's Certificate.

## ARTICLE 8 TERMINATION

### 8.1 Grounds for Termination

- (a) This Agreement is irrevocable until the earlier of: (A) forty-five (45) days following the "Bid Deadline" (as such term is defined in the SISP Procedures); or (B) the occurrence of any event contemplated under Section 8.1(c) below.



- (b) This Agreement may be terminated on or prior to the Closing Date:
- (i) by the mutual agreement of the Company and the Investor;
  - (ii) by the Investor, on the one hand, or the Company, on the other hand, upon notice to the other Party if the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission, or breach of this Agreement by the Party proposing to terminate this Agreement;
  - (iii) by the Company or the Investor, if this Agreement is determined *not* to be the “Successful Bid” or the “Back-Up Bid”, as defined in and in accordance with the SISP Procedures;
  - (iv) by the Investor, on the one hand, or the Company, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
  - (v) by the Company, if there has been a material violation or breach by the Investor of any agreement, covenant, representation or warranty of the Investor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor within five (5) Business Days of the Company providing notice to the Investor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time; or
  - (vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within five (5) Business Days of the Investor providing notice to the Company of such breach, unless the Investor is itself in material breach of its own obligations under this Agreement at such time.
- (c) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1, the Company shall first obtain the prior written consent of the Monitor.

## 8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1 (*Deposit*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), 9.17 (*No Liability; Monitor Holding or Disposing Funds*), and 9.18 (*Third Party Beneficiaries*), which shall survive such termination.

## **ARTICLE 9 GENERAL**

### **9.1 Tax Returns.**

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

### **9.2 Survival.**

All representations, warranties, covenants and agreements of the Company or the Investor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

### **9.3 Expenses.**

The Company shall be responsible for and acknowledges and agrees that the reasonable costs and expenses of the Investor (including all legal costs, on a solicitor and their own client, full indemnity basis) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement shall, without duplication of any kind, constitute costs, charges and expenses incurred by AHG Jersey Limited, in connection with a "Default" or "Event of Default" or the enforcement of "Loan Documents", as contemplated and as such terms are defined in the Appian Facility Agreement. For clarity all such aforementioned costs and expenses of the Investor shall be recoverable by AHG Jersey Limited under and in accordance with the Appian Facility Agreement. The Company shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). The Investor expressly disclaims any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee or any other similar form of compensation; provided, however, for greater certainty, that such disclaimer shall not apply to the Company's responsibility for the reasonable costs and expenses as contemplated in this Section 9.3 and the Appian Facility Agreement.

### **9.4 Public Announcements.**

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, the approval by the Court of this Agreement. In addition, if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

### **9.5 Notices.**

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement

shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

**Harte Gold Corp.**

TD Canada Trust Tower  
161 Bay St. Suite 2400,  
Toronto, ON M5J 2S1

Attention: Frazer Bouchier / Graham du Preez  
E-mail: fbouchier@hartegold.com / gdupreez@hartegold.com

*with a copy to:*

**Stikeman Elliott LLP**

5300 Commerce Court West,  
199 Bay St.,  
Toronto, ON M5L 1B9

Attention: Guy P. Martel/Claire Zikovsky/Danny Vu  
E-mail: gmartel@stikeman.com / czikovsky@stikeman.com /  
ddvu@stikeman.com

If to the Monitor to:

**FTI Consulting Canada Inc.**

79 Wellington Street West  
Toronto Dominion Centre, Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8

Attention: Nigel Meakin / Jeffrey Rosenberg  
E-mail: nigel.meakin@fticonsulting.com /  
Jeffrey.rosenberg@fticonsulting.com

*With a copy to:*

**Goodmans LLP**

Bay Adelaide Centre  
333 Bay St. #3400,  
Toronto,  
ON M5H 2S7

Attention: Joseph Pasquariello/Christopher Armstrong  
E-mail: jpasquariello@goodmans.ca / carmstrong@goodmans.ca

If to the Investor:

**ANR Investments 2 B.V.**

Zuidplein 126, WTC Tower H 15<sup>th</sup> Floor  
1077 XV Amsterdam, The Netherlands

Attention: Winta Jarvis / Adriano Fagundes  
E-mail: wjarvis@appiancapitaladvisory.com / AFagundes@anrhnl.com

*with a copy to:*

**Appian Capital Advisory LLP**

5<sup>th</sup> Floor, 45 Pall Mall  
London SW1Y 5JG  
United Kingdom

Attention: Winta Jarvis / Adriano Fagundes  
E-mail: wjarvis@appiancapitaladvisory.com / AFagundes@anrhnl.com

*and*

**McCarthy Tétrault LLP**

Box 48, Suite 5300  
66 Wellington St W, TD Bank Tower  
Toronto ON M5K 1E6

Attention: Sean F. Collins / Shea T. Small  
E-mail: scollins@mccarthy.ca/ssmall@mccarthy.ca

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.
- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

**9.6 Time of Essence.**

Time shall be of the essence of this Agreement in all respects.

**9.7 Further Assurances.**

The Company and the Investor shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

**9.8 Entire Agreement.**

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings,

negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations 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 explicitly set out in this Agreement.

#### **9.9 Waiver and Amendment.**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company and Investor (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

#### **9.10 Severability.**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will 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 Remedies Cumulative.**

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Investor or any of its Affiliates under any of the Appian Existing Agreements or any other ancillary agreement or document thereto.

#### **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 therein.

#### **9.13 Dispute Resolution.**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

#### **9.14 Attornment.**

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on such Party as provided in this Section 9.14 shall be deemed effective service of process on such Party.

### **9.15 Successors and Assigns.**

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

### **9.16 Assignment**

The Company shall not be permitted to assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of the Investor. The Investor shall be entitled and permitted to assign any or all or any portion of its rights, interests, and obligations under this Agreement to any Affiliate of the Investor, so long as the Monitor has confirmed in writing that it is satisfied, in its sole discretion that such Affiliate assignee has the ability to perform all of the Investor's rights, duties, and obligations hereunder. Any purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

### **9.17 No Liability; Monitor Holding or Disposing Funds**

The Investor and the Company acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Company in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration (including the Deposit)) or any portion thereof, whether in its capacity as Monitor, in its personal capacity or otherwise; save and except for any claim or liability arising out of gross negligence or willful misconduct on the part of the Monitor or such Monitor's Affiliates. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Company and the Investor with respect to the holding or disposition of any portion of the Cash Consideration (including the Deposit) or any other obligation of the Monitor hereunder in respect of the Cash Consideration (including the Deposit), or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration (including the Deposit) or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration (including the Deposit), then the Monitor may: (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration (including the Deposit) or any portion thereof into the Court for holding and disposition in accordance with the instructions of the Court or (ii) hold the Cash Consideration (including the Deposit) or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Company and the Investor directing the Monitor to disburse the Cash Consideration (including the Deposit) or any portion thereof in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse the Cash Consideration (including the Deposit) in the manner provided for in the order.

### **9.18 Third Party Beneficiaries.**

Except with respect to: (i) the Monitor as expressly set forth in this Agreement (including Section 9.17), and (ii) ResidualCo. 1 as relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo. 1 as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, 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.

**9.19 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

*[Remainder of page intentionally left blank. Signature page follows.]*

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

**HARTE GOLD CORP.**

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

**ANR INVESTMENTS 2 B.V.**

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

DocuSigned by:

*Winta Jarvis*

Winta Jarvis

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

DocuSigned by:

*Adriano Fagundes*

Adriano Fagundes



**SCHEDULE "A"**  
**FORM OF APPROVAL AND VESTING ORDER ORDER**

Court File No. \_\_\_\_\_

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

THE HONOURABLE ) [●], THE [●]<sup>th</sup>  
)  
MR. JUSTICE PATTILLO ) DAY OF JANUARY, 2022

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**APPROVAL AND REVERSE VESTING ORDER**

**THIS MOTION**, made by Harte Gold Corp. (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCA**") for an order, *inter alia*: (a) approving the Subscription Agreement (the "**Subscription Agreement**") entered into by and between the Company, as issuer, and ANR Investment 2 B.V., as investor (the "**Investor**"), dated [●], 2021, a copy of which was attached as Exhibit [●] to the Bouchier Affidavit (as defined below, as well as all the Transactions, as defined in the Subscription Agreement (the "**Transactions**"); (b) adding [●] ("**ResidualCo. 1**") and [●] ("**ResidualCo. 2**") as applicants to these proceedings (the "**CCA Proceedings**"); (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances; and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-19 pandemic;

**ON READING** the Motion Record of the Company, including the affidavit of Frazer Bouchier sworn [●], 2022 (the “**Bouchier Affidavit**”) and the Exhibits thereto, the [●] Report (the “**[●] Report**”) of FTI Consulting Canada Inc. (“**FTI**”), in its capacity as the Court-appointed Monitor of the Company (the “**Monitor**”), and on being advised that the secured creditors who are likely to be affected by this Order herein were given notice;

**ON HEARING** the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for Silver Lake Resources Limited, and counsel for the Investor and the Appian Parties, and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated [●], 2022;

## **SERVICE**

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

## **DEFINITIONS**

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement.

## **APPROVAL AND VESTING**

3. **THIS COURT ORDERS AND DECLARES** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation of the Subject Interests and the issuance of the Subscribed Shares to the Investor, including any such additional documents contemplated in the Subscription Agreement.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence set out in the Subscription Agreement and the steps contemplated thereunder:

- (a) the:
  - (i) Excluded Assets and the Excluded Contracts shall be transferred to and assumed by ResidualCo. 1 pursuant the Excluded Bill of Sale and the Excluded Contracts Assignment Agreement;
  - (ii) Excluded Assets and Contracts Promissory Note shall be issued to ResidualCo. 1;
  - (iii) Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 pursuant to the Excluded Liabilities Assumption Agreement; and
  - (iv) Excluded Liability Promissory Note shall be issued to ResidualCo. 2;
- (b) all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Company (the "**Subject Interests**") shall be deemed terminated and cancelled for no consideration;
- (c) the Subscribed Shares shall be issued to and vest in the Investor, and the Retained Assets will be retained by the Company, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the

generality of the foregoing: (i) any Encumbrances (which term, for greater certainty, shall not include the Permitted Encumbrances) or charges created by the Initial Order or any other Order of the Court; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or the *Mining Act* (Ontario), other than Permitted Encumbrances and Assumed Liabilities, and, for greater certainty, all of the Encumbrances (other than Permitted Encumbrances) affecting or relating to the Subscribed Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscribed Shares and Retained Assets, as applicable;

- (d) the Cash Consideration (including the Deposit) shall be released from escrow and held pursuant to the terms of the Subscription Agreement;
- (e) all amounts and Liabilities owing under the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note shall be satisfied using the Cash Consideration (including the Deposit), and the Monitor is hereby irrevocably directed to cause such payment to be made from the Cash Consideration (including the Deposit) held by the Monitor, although such amount shall continue to be held by the Monitor on behalf of, respectively, ResidualCo 1 and ResidualCo. 2;
- (f) the Excluded Liability Promissory Note and the Excluded Assets and Contracts Promissory Note shall both be irrevocably and indefeasibly satisfied, in full, and terminated; and
- (g) the Appian Release and the ResidualCo Releases shall be released from escrow and shall become effective.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Cash Consideration, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts and Excluded Liabilities had not been transferred to ResidualCo. 1 and ResidualCo. 2, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Company prior to Closing.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) Transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);
- (b) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any change of control of the Company arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

12. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 11 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company's right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company's rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

13. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or noncompliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 11 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Subscription Agreement or

be a waiver of defaults by the Company under the Subscription Agreement and the related documents.

14. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.



15. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;
- (c) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 1 or ResidualCo. 2, as applicable, in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and
- (d) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

16. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (a) the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects;
- (b) ResidualCo. 1 and ResidualCo. 2 shall be a companies to which the CCAA applies; and
- (c) ResidualCo. 1 and ResidualCo. 2 shall be added as applicants in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “*Applicant*” shall refer to and include ResidualCo. 1 and

ResidualCo. 2, *mutatis mutandis*, (ii) “*Property*”, as defined in the Initial Order granted by this Court on December 7, 2021 (as amended and/or restated, from time to time, the “**Initial Order**”), shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (including the Cash Consideration) (collectively, the “**ResidualCos. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos. Property.

17. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 16(a) hereof and the addition of ResidualCo. 1 and ResidualCo. 2 as applicants in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

18. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these CCAA Proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, ResidualCo. 1 or ResidualCo. 2 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company, ResidualCo. 1 or ResidualCo. 2;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscribed Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2, as applicable, nor shall they

constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## RELEASES

19. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, (i) the present and former directors, officers, employees, legal counsel and advisors of the Company and of ResidualCo. 1 and ResidualCo. 2, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors, and (iii) the Investor, its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo. 1 or ResidualCo. 2 or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

## THE MONITOR

20. **THIS COURT ORDERS** that the [●] Report and the activities of the Monitor set out in the [●] Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

21. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo. 1 or Residual Co. 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2, or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

## CURE COSTS

24. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Subscription Agreement shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is [30] days following the Effective Time or such later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

**GENERAL**

25. **THIS COURT ORDERS** that, following the Effective Time, the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares and the Retained Assets.

26. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF [●] AND [●]

27. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

28. **THIS COURT DECLARES** that the Company shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof, provided that the transaction steps set out in paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.

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**SCHEDULE A**

**Form of Certificate of Monitor**

**(see attached)**

**Form of Certificate of Monitor**

(see attached) Court File No.

**ONTARIO**

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

THE HONOURABLE	)	[•, THE [•] <sup>th</sup>
	)	
MR. JUSTICE PATTILLO	)	DAY OF [•], 2022

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated December 7, 2021, which was amended and restated on December 20, 2021 (the "**Initial Order**"), Harte Gold Corp. (the "**Company**") was granted creditor-protection pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**") and FTI Consulting Canada Inc. was appointed as court-appointed monitor of the Company.

B. Pursuant to an Order of the Court dated [•], 2022 (the "**Approval and Reverse Vesting Order**"), the Court approved the subscription agreement made as of [•], 2022 (the "**Subscription Agreement**") between the Company, as issuer, and ANR Investment 2 B.V., as investor (the "**Investor**"), as well as the Transactions as defined in the Subscription Agreement, which, *inter alia*, provided for : (a) the approval of the Subscription Agreement and the Transactions contemplated thereunder (b) adding [•] and [•] as applicants to these proceedings; (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of



Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances (as defined below); and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-19 pandemic;

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

**THE MONITOR CERTIFIES** that it was advised by the Company and the Investor that:

1. The Investor has satisfied the Subscription Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Investor; and
3. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI Consulting Canada Inc., in its capacity as  
Monitor of Harte Gold Corp., and not in its  
personal capacity**

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

**SCHEDULE B**

**Permitted Encumbrances**

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

Court File No.: \_\_\_\_\_

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD**

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

Proceeding commenced at Toronto

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**APPROVAL AND REVERSE VESTING  
ORDER**

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**STIKEMAN ELLIOTT LLP**  
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**Lawyers for the Applicant**

MTDOCS 43235071

**SCHEDULE "B"**  
**EXCLUDED ASSETS**

Any and all of the Company's rights in respect of the retainers paid to Stikeman Elliott LLP, FTI Consulting Canada Inc., Goodmans LLP and Thornton Grout Finnigan LLP.

**SCHEDULE "C"**  
**EXCLUDED CONTRACTS<sup>1</sup>**

1. The BNPP Credit Agreement.
2. Engagement Letter, dated June 3, 2021, between FTI Consulting Canada Inc. and Stikeman Elliott LLP, as subsequently amended on June 25, 2021.
3. All subscription agreements, including, without limitation:
  - (a) Subscription, Standby Commitment and Facility Extension Agreement dated June 6, 2019, as between ANR Investments B.V. and Harte Gold Corp.
  - (b) Subscription Agreement dated March 18, 2021, as between New Gold Inc. and Harte Gold Corp.
  - (c) Subscription Agreement dated November 23, 2016, as between ANR Investments B.V. and Harte Gold Corp.
  - (d) Subscription Agreement dated December 29, 2017, as between Orion Mine Finance Fund II LP and Harte Gold Corp.
4. All employment agreements with Terminated Employees.
5. The following engagement agreements:
  - (a) Engagement Letter dated June 4, 2021, as between Jeffries LLC and Harte Gold Corp.
  - (b) Engagement Agreement dated May 24, 2021, as between Scotia Capital Inc. and Harte Gold Corp.
  - (c) Engagement Letter dated January 15, 2021, as between CIBC World Markets Inc. and Harte Gold Corp.
  - (d) Engagement Letter dated June 8, 2021, as between Odeon Capital Group LLC and Harte Gold Corp.

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<sup>1</sup> References to "Excluded Contracts" in this section shall include all related security and other documents to which Harte is party

**SCHEDULE "D"**  
**EXCLUDED LIABILITIES**

1. The BNPP Credit Agreement Obligations.
2. Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Company relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date; excluding, solely, any regulatory or environmental Liabilities owed to any Governmental Authority.

**SCHEDULE "E"**  
**ENCUMBRANCES TO BE DISCHARGED**

1. All Encumbrances concerning, with regard to, arising from, or which otherwise related to any of the Excluded Contracts or the Excluded Liabilities.

## **SCHEDULE "F"** **RETAINED CONTRACTS**

All Contracts which are not listed as Excluded Contracts in Schedule "D", including, without limitation, the following Contracts:

### Appian Agreements

1. The Appian Facility Agreement.
2. The Appian Financing Agreement.
3. The Appian Offtake Agreement.
4. The Appian Royalty Agreement.
5. Bridge Loan Agreement dated May 3, 2018, as between ANR Investments B.V. and Harte Gold Corp.
6. Side Agreement dated as of December 29, 2017, between ANR Investments 2 B.V. and the Company.
7. Settlement Agreement dated August 28, 2019, among the Company, ANR Investments B.V., Stephen G. Roman, Richard R. Faucher, Fergus P. Kerr, Richard H. Sutcliffe, Michael W. Scherb, and Geoffrey Cohen.

### Offtake Agreements

8. Orion Offtake Agreement dated December 29, 2017, between the Company and OMF Fund II SO Ltd., as amended by the side letter dated June 1, 2018, as subsequently amended, supplement, or restated.
9. No. HGC 18-6263 dated October 1, 2018, as between Glencore Canada Corporation and Harte Gold Corp. and any amendments thereto, including Amendment No. 1 to Contract No. HGC 18-6263 dated May 27, 2019, as between Glencore Canada Corporation and Harte Gold Corp. and Amendment No. 2 to Contract No. HGC 18-6263 dated February 27, 2020, as between Glencore Canada Corporation and Harte Gold Corp.

### Option and Royalty Agreements

10. Net Profits Royalty, Schedule 3 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation.
11. Net Smelter Royalty, Schedule 4 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation.



12. Option Agreement dated June 28, 2010, as between Harte Gold Corp., Llyod Halverson, Eugene Belisle and John E. Ternowesky.
13. Net Smelter Royalty, Schedule B to the Property Option Agreement dated August 14, 2017, as between Lloyd Halverson, Doug Kakeeway, John E. Ternowesky, and Harte Gold Corp.

#### Operating and Other Agreements

14. Auramet Master Purchase Contracts and Bill of Sale, each dated January 30, 2019, as between Auramet International LLC and Harte Gold Corp.
15. Refining Agreement dated August 1, 2018, as between Asahi Refining Canada Ltd. and Harte Gold Corp., as amended pursuant to an amending agreement dated July 7, 2020, as subsequently amended, supplemented, or restated.
16. Contracts dated July 3, 2018, as between Brink's Global Services and Harte Gold Corp.
17. Equipment lease agreements between Harte Gold Corp. and Caterpillar Financial Services Limited.
18. The lease agreement dated November 28, 2019, between Harte Gold Corp., as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario.
19. Hydro One Connection Contract dated October 5, 2017.
20. Construction Agreement dated May 1, 2018, as between the Company and Redpath Canada Limited.
21. Contract Close-Out Agreement dated July 9, 2020, as between the Company and Redpath Canada Limited.
22. Equipment Rental and Purchase Agreement dated December 1, 2020, as between the Company and Redpath Canada Limited.
23. Gold Concentrate Purchase Contract dated October 15, 2018, as between the Company and Glencore Canada Corporation.
24. White River Mortgages - the mortgages and charges of land registered in respect of the lands and premises municipally referred to as: (a) 107 Tukanee Lake Road, White River, ON, P0M 3G0; (b) 113 Tukanee Lake Road, White River, ON, P0M 3G0; and (c) White River Mobile Home Park, White River, ON, P0M 3G0.

#### Hedging Agreements

25. ISDA 2002 Master Agreement dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company.
26. Schedule to the ISDA 2002 Master Agreement dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company.

27. 2022 Hedge Agreement dated June 19, 2019, between BNP Paribas and the Company.
28. 2023 Hedge Agreement dated June 19, 2019, between BNP Paribas and the Company.

**SCHEDULE "G"**  
**ASSUMED LIABILITIES**

1. All Liabilities in respect of Employees, except for any and all Liabilities relating to Terminated Employees.
  
2. All Liabilities and obligations associated with and concerning the repurchase of any royalty interest or portion(s) thereof under the Appian Royalty Agreement, arising in connection with, as a result of, or following the Transactions, including, but not limited to, the USD\$5,000,000 purchase obligation and associated Liabilities, under and in accordance with section 2.03 of the 1.5% net smelter return royalty agreement entered into, on December 19, 2019, between 2729992 Ontario Corp., as royalty holder, and the Company, as owner and grantor.

**SCHEDULE "H"**  
**PERMITTED ENCUMBRANCES**

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation.
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation.
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation.
4. Encumbrances in respect of any Retained Contracts.
5. Encumbrances permitted in writing by the Investor.
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith.

**SCHEDULE "I"**  
**PERMITS AND LICENCES**

See Schedule "K".

**SCHEDULE "J"  
MINERAL TENURES**

**Part I – Freehold Properties**

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
1.	None	White River	Freehold	31082-0218	PCL 4507 SEC A WS; PT FARM LOCATION CK74 HUNT AS IN LT50339; WHITE RIVER	SR/MR
2.	None	White River	Freehold	31082-0219	PCL 4508 SEC AWS; PT FARM LOCATION CK74 HUNT AS IN L T50340; WHITE RIVER	SR/MR
3.	None	White River	Freehold	31082-0234	PCL 11183 SEC AWS; PT FARM LOCATION CK77 HUNT PT 1 1R6484; WHITE RIVER	SR/MR

**Part II – Leasehold Properties**

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
4.	1069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348,	Hambleton and Odlum	Leasehold	31053-0001	MINING CLAIMS I 069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348,	SR/MR - Pt I, Plan IRI3039  MRO - Pts 2-9, Plan IR13039

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSM1069349, SSM1069350				SSM1069349, SSM1069350 BEING PTS 1,2,3,4,5,6,7,8,9 PL IRI3039, EXCEPT SURFACE RIGHTS BEING PTS 2 TO 9 INCLUSIVE PL 1RI3039 HAMBLETON, ODLUM	
5.	SSMI069332, SSMI069333, SSMI069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI069346	Hambleton	Leasehold	31054- 0003	MINING CLAIMS SSM1069332, SSMI069333, SSM1069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI 069346 H AMBLETON PT 1 IR 13011; DISTRICT OF ALGOMA	SR/MR
6.	PT MINING CLAIM SSM1232640	Gourlay and Strickla	Leasehold	31054- 0004	PT MINING CLAIM SSM 1232640 GOURLAY & STRICKLAND PT 2 IRI3011; DISTRICT OF ALGOMA	SR/MR
7.	PT MINING CLAIM SSM1235595	Gourlay	Leasehold	31054- 0005	PT MINING CLAIM SSM1235595 GOURLAY PT 3 IR 13011; DISTRICT OF ALGOMA	SR/MR
8.	PT MINING CLAIMS SSMI069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595	Hambleton, Gourlay, Strickland and Odium	Leasehold	31054- 0006	MINING RIGHTS ONLY PT MINING CLAIMS SSM1069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595 HAMBLETON, GOURLAY, STRICKLAND & ODLUM PTS 4-9 IR 13011; DISTRICT OF ALGOMA	MRO

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
9.	SSM937771, SSM937772, SSM937772, SSMI043806, SSMI043807, SSMI043808, SSMI043809, SSM1043810, SSMI069352, SSMI069353, SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSMI069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSM1140642, SSMI140643, SSMI140644, SSM1140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659, SSMI140660	Hambleton, Odium and Strickland	Leasehold	31077- 0001	MINING CLAIMS SSM937771, SSM937772, SSM937772, SSMI043806, SSM1043807, SSM1043808, SSMI043809, SSMI043810, SSMI069352, SSMI069353, SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSM 1069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSMI140642, SSMI140643, SSMI140644, SSMI140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659 & SSM1140660 BEING PTS 1,2,3,4,5,6, 7 & 8 PL 1R13019 EXCEPT SURFACE RIGHTS BEING PTS 2 TO 8 INCLUSIVE PL IR13019 1- IAMBLETON,ODLUM & STRICKLAND; CITY OF SAULT STE. MARIE	SR/MR- Ptl, Plan IRI3019  MRO- Pts 2-8, Plan IR13019
10.	SSM937770, SSMI 043803, SSM1043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364,	Hambleton and Odium	Leasehold	31078- 0001	MINING CLAIMS SSM937770, SSMI043803, SSM I 043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363,	SR/MR-Pts 1,2, 3, 6 &10, Plan 1R13038  MRO - Pts 4, 5, 7, 8, 9& 1 L



No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSMI078252, SSM1135499, SSM1194337, SMMI194340				SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSM1078252, SSMI135499, SSM1194337 & SMM1194340 BEING PTS 1 TO 11 PL I R13038 EXCEPT SURFACE RIGHTS BEING PTS 4,5,7,8,9& 11 PL IR13038 HAMBLETON ODLUM; CITY OF SAULT STE. MARIE	Plan IRI3038

### **Part III – Unpatented Mining Claims**

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
100110	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
102261	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
102955	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102956	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102957	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
103256	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
103795	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					GOLD CORP.		
104062	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
108657	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
110507	Claim	Active	2018-04-10	2022-12-03	(142281) HARTE GOLD CORP.	1	2022-12-03
111378	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111755	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111802	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
112652	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
113014	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
115744	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115745	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115746	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
115851	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
117345	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
117527	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118071	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
118285	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118287	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
119804	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
122945	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
125756	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
125769	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125817	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125852	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
127131	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
130537	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
131794	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
132528	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
133127	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
133689	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
133770	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
133895	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
134919	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
136581	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
136582	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
137166	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
141005	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
142088	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
142560	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
142645	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
142714	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
150290	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
150356	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
150477	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
151061	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
151151	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
151747	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
151748	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
153728	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154316	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154634	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
154859	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155027	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
155301	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
155471	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155472	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
156716	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
157827	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
159665	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
159846	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
162381	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167174	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167200	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167201	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167881	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
168373	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
168606	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
168648	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168649	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168650	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168651	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
169308	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
170250	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170388	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170921	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170953	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170954	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
171296	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
171544	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
171922	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
173870	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
174320	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
175638	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
180576	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-09-12

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
180577	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
182897	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
183693	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
183874	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
184494	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
185100	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
185118	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
185737	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
186239	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186240	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186333	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
187120	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
188477	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
189153	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189186	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189211	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
192398	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
193853	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
196508	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
197174	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
199956	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
200170	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
200808	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-09-12

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
200809	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
201257	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
205218	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
205227	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
205228	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
205229	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
206596	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
206598	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
207283	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
208206	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208207	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208950	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
208958	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
209282	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209283	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209284	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
219128	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
219164	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
220366	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220373	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220821	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
220822	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
221060	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
221158	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
225048	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
226382	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
227074	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
227577	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228206	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228212	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
229063	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
229139	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
234526	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
236538	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
237877	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
238950	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
244350	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
245152	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
245812	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
246627	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
252539	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
255917	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255918	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255919	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
260565	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
265078	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
265657	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
265862	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
265863	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266283	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
266799	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266805	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313)	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					PELANGIO EXPLORATION INC.		
267434	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
267440	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267591	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
271837	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
273604	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
273605	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274244	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274252	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
274857	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
274873	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
276267	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
276303	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
277728	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP.,	1	2022-09-12

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					(406313) PELANGIO EXPLORATION INC.		
281507	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
282751	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
286341	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286342	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286343	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286384	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286410	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
287517	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
287639	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
289563	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
290157	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
290563	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
293144	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
294235	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
294243	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
300518	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
302666	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
302669	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
302908	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
308490	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
311337	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317714	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317747	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
319552	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
322925	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
323310	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
324599	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
329144	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
330435	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
331171	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
332771	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
333357	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
334503	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
335993	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
336697	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
337943	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
344511	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
344618	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
514033	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
514035	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
530313	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530314	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530315	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530316	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
530317	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530318	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
531016	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531017	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531018	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531019	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531020	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531021	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531022	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	22	2022-06-20
531023	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531024	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531025	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531026	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531027	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531031	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531046	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531047	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531048	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	23	2022-02-22
531079	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531080	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531081	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531082	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531083	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531084	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531085	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531086	Claim	Active	2018-09-10	2023-01-18	(142281) HARTE GOLD CORP.	24	2023-01-18
531087	Claim	Active	2018-09-10	2022-01-18	(142281) HARTE GOLD CORP.	24	2022-01-18
531088	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531089	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	20	2022-03-10
531090	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531091	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531092	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531093	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531094	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531095	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531096	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531097	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531098	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531099	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531100	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531111	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531112	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531113	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531114	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531115	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	23	2022-01-10
531116	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	24	2023-01-10
531117	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531118	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531119	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	20	2022-01-10
531120	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	15	2023-01-10
531121	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	16	2023-01-10
531126	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531139	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531151	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531152	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	17	2022-01-09
531153	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	22	2022-12-23
531154	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531155	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531156	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531157	Claim	Active	2018-09-10	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531160	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531161	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531162	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531163	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	15	2022-01-09
531164	Claim	Active	2018-09-11	2022-01-10	(142281) HARTE GOLD CORP.	18	2022-01-10
531165	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	13	2022-04-21
531166	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	2	2022-01-09
531167	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531168	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531169	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531170	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	23	2022-12-03
531171	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531172	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531173	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531174	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531175	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531176	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531177	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531178	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531179	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531180	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	23	2022-11-16
531181	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531182	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531183	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531184	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531185	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531195	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531196	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531197	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531198	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	19	2022-04-21
531199	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	2	2022-12-23
531200	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531201	Claim	Active	2018-09-11	2022-10-29	(142281) HARTE GOLD CORP.	5	2022-10-29
531202	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	23	2022-12-23
531203	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	21	2022-12-31
531204	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	12	2022-12-31
531205	Claim	Active	2018-09-11	2022-03-27	(142281) HARTE GOLD CORP.	12	2022-03-27
531206	Claim	Active	2018-09-11	2022-04-26	(142281) HARTE GOLD CORP.	24	2022-04-26
531207	Claim	Active	2018-09-11	2022-07-02	(142281) HARTE GOLD CORP.	4	2022-07-02
531208	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	13	2022-12-31
531209	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	6	2022-12-23
531210	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	17	2022-12-23
531211	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	8	2022-12-23
531212	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	18	2022-12-31
531214	Claim	Active	2018-09-11	2022-07-20	(142281) HARTE GOLD CORP.	6	2022-07-20
531215	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	9	2022-12-31
531216	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	3	2022-12-31
531217	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	6	2022-12-31



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531218	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	5	2022-12-31
531219	Claim	Active	2018-09-11	2022-11-20	(142281) HARTE GOLD CORP.	25	2022-11-20
531220	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531221	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531222	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531223	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531224	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531225	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531226	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531227	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531228	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	15	2022-12-03
531229	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531230	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531231	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531232	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531233	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	25	2022-12-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531234	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531235	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531236	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531237	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531238	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	23	2022-12-22
531239	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	4	2022-12-22
531240	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531241	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531242	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	20	2022-12-17
531243	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531244	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	25	2022-12-17
531245	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531246	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531247	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531248	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531249	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531254	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	24	2022-06-13
531255	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531256	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531257	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531258	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	12	2022-06-13
531259	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531264	Claim	Active	2018-09-12	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531265	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531266	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531267	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531268	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	10	2022-12-23
531269	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	3	2022-06-13
531270	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	16	2022-12-03
531271	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	20	2022-11-16
531272	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	3	2022-12-03
531273	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531274	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531275	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	21	2022-11-16
531276	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531277	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
531278	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	2	2022-11-16
531279	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
531280	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531281	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	25	2022-04-11
531282	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531283	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531284	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	23	2023-01-09
531285	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531286	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531287	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531288	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	21	2023-01-09
531289	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	14	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531290	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531291	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531292	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531293	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531294	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531295	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531296	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531297	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531298	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531299	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531300	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531301	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531302	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531304	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531305	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531306	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531309	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531316	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531317	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531331	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	19	2022-04-11
531332	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	24	2022-02-16
531333	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	12	2022-02-16
531334	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	25	2022-02-16
531335	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531336	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531337	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531338	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	24	2021-02-16
531340	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	17	2022-06-13
531341	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	2	2022-02-16
531342	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531343	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531344	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	18	2022-06-13

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531345	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	2	2021-02-16
531346	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	4	2021-02-16
531347	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531348	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531349	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	16	2022-01-09
531350	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531351	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	24	2021-01-09
531352	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	25	2021-01-09
532869	Claim	Active	2018-10-09	2022-04-10	(142281) HARTE GOLD CORP.	20	2022-04-10
537443	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	14	2022-09-12
537444	Claim	Active	2018-12-19	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	11	2022-12-27
537445	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	7	2022-09-12
537446	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	11	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
537447	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	12	2022-04-11
537448	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537449	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
537450	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	22	2022-02-22
537451	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537476	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
537478	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	6	2022-02-22
537479	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537500	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537502	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	15	2022-02-22
549597	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549623	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549624	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549625	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	22	2022-05-10
549626	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549916	Claim	Active	2019-05-15	2022-05-10	(142281) HARTE GOLD CORP.	25	2022-05-10



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
564908	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564909	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564958	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	11	2022-11-29
564959	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	25	2022-11-29
564960	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	20	2022-11-29
564961	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564962	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	19	2022-11-29
564963	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564964	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	23	2022-11-29
564965	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	22	2022-11-29
564966	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	17	2022-11-29
565900	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
565901	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29

#### **Part IV – Additional Tenure IDs**

11. 136581
12. 136582
13. 142560
14. 171296

15. 201257
16. 209282
17. 209283
18. 209284
19. 220821
20. 220822
21. 237877
22. 255917
23. 255918
24. 255919
25. 324599
26. 334503
27. 549597
28. 549623
29. 549624
30. 549625
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**SCHEDULE "K"**  
**MATERIAL PERMITS, LICENSES AND CONTRACTS**

1. Insurance Policies
  - (a) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - (b) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - (c) Contract of Insurance with policy beginning October 31, 2020, as between Allianz Global Risks US Insurance Company, Chubb Insurance Company of Canada, The Sovereign General Insurance Company, Liberty Mutual Insurance and Harte Gold Corp.
  - (d) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - (e) Commercial Automobile Coverage dated October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - (f) Commercial Coverage with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - (g) Excess Follow Form Insurance Policy dated February 10, 2021 as between AIG Insurance Company of Canada and Harte Gold Corp.
  - (h) Excess Liability with policy beginning October 31, 2020, as between Northbridge Insurance and Harte Gold Corp.
  - (i) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2020, as between XL Specialty Insurance Company and Harte Gold Corp.
  - (j) Excess Liability with policy beginning November 3, 2021, as between Northbridge Insurance and Harte Gold Corp.
  - (k) Contract of Insurance with policy beginning October 31, 2021, as between Allianz Global Risks US Insurance Company, Stewart Specialty Risk Underwriting Ltd., The Sovereign General Insurance Company, Economical Mutual Insurance Company, and Harte Gold Corp.
  - (l) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - (m) Commercial Automobile Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

- (n) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2021, as between XL Specialty Insurance Company and Harte Gold Corp.
- (o) Commercial Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

2. Closure Plan and Permits, Environmental Permits

- (a) Any and all permits, approvals, agreements, or licences issued under or pursuant to the following statutes, as amended from time to time or regulations thereunder: the Mining Act, R.S.O. 1990, c. M.14, the Mining Tax Act, R.S.O. 1990, c. M.15, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Endangered Species Act, 2007, S.O. 2007, c. 6, the Public Lands Act, R.S.O. 1990, c. P.43, the Forest Fires Prevention Act, R.S.O. 1990, c. F.24, the Beds of Navigable Waters Act, R.S.O. 1990, c. B.4, the Lakes and Rivers Improvement Act, R.S.O. 1990, c. L.3, the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, the Canadian Navigable Waters Act, R.S.C., 1985, c. N-22, including but not limited to those permits, approvals, agreements, or licences listed at Schedule L, items 16 – 32, below.
- (b) Sugar Zone Project Closure Plan and all amendments thereto.
- (c) Amended Environmental Compliance Approval 7924-BBLL6K, issued May 3, 2019 and all amendments thereto and notices thereunder.
- (d) Amended Environmental Compliance Approval 8479-B3QHJZ, issued September 20, 2018 and all amendments thereto and notices thereunder.
- (e) Amended Environmental Compliance Approval 2656-B2UG23, issued September 20, 2018 and all amendments thereto and notices thereunder.
- (f) Amended Environmental Compliance Approval 7268-AHYLJT, issued January 31, 2017 and all amendments thereto and notices thereunder.
- (g) Amended Environmental Compliance Approval 3215-9ZXM5X, issued September 30, 2015 and all amendments thereto and notices thereunder.
- (h) Amended Environmental Compliance Approval 7150-9XMLGX, issued July 16, 2015 and all amendments thereto and notices thereunder.
- (i) Environmental Compliance Approval 5475-98BPSI, issued January 15, 2014 and all amendments thereto and notices thereunder.
- (j) Environmental Compliance Approval 9197-992HFN, issued January 6, 2014 and all amendments thereto and notices thereunder.
- (k) Location Approval WAWA-LOC-01-2017, under the Lakes & Rivers Improvement Act, issued March 21, 2017.

- (l) Location Approval WAWA-LOC-01-2020, under the Lakes & Rivers Improvement Act, issued July 3, 2020.
- (m) Land Use Permit Application 1524-1001682, under the Public Lands Act, submitted February 8, 2018.
- (n) Permit to Take Water 8337-B3QJAH, issued September 20, 2018 and all amendments thereto and notices thereunder.
- (o) Permit to Take Water P-300-6062209462, issued November 2, 2019 and all amendments thereto and notices thereunder.
- (p) Permit to Take Water 5567-BVBPWM, issued November 19, 2020 and all amendments thereto and notices thereunder.
- (q) Permit to Take Water 7466-AREGML, issued September 20, 2018 and all amendments thereto and notices thereunder.
- (r) Permit to Take Water 1518-ASEGRK, issued September 20, 2018 and all amendments thereto and notices thereunder.

3. Camp Services

- (a) Quotation dated August 4, 2021 and executed August 23, 2021, as between Morris Group (Sudbury) Inc. and Harte Gold Corp.
- (b) Contract Agreement dated November 7, 2017, as between Morris Group Sudbury Inc. and Harte Gold Corp.
- (c) Amendment to Contract Agreement dated February 2018, as between Morris Group Sudbury Inc. and Harte Gold Corp.

4. Other Agreements

- (a) Impact Benefits Agreement dated April 28, 2018 and Band Council Resolution dated April 26, 2018, as between Pic Mobert First Nation and Harte Gold Corp.
- (b) Memorandum of Understanding between Biigtigong Nishnaabeg (formerly Pic River First Nation) and Harte Gold Corp. dated August 1, 2018.
- (c) Exploration Agreement between Pic Mobert First Nation and Harte Gold Corp.
- (d) Aboriginal Procurement Strategy: A Working Document Between Harte Gold Corp. and White Lake Limited Partnership dated June 27, 2019.
- (e) Longhole Drilling and Blasting Services Agreement dated July 4, 2018, as between Foraco Canada Ltd. and Harte Gold Corp.
- (f) Underground Drilling Agreement dated January 21, 2021, as between Orbit Garant Drilling Services Inc. and Harte Gold Corp.

- (g) Closure Plan Surety Bond Agreement (Bond #: 800033223/962-019590) dated June 21, 2018, as between Harte Gold Corp. and Intact Insurance Company, and subsequent rider, dated February 1, 2019.

# EXHIBIT “F”



**EXHIBIT "F"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

\_\_\_\_\_  
A Commissioner for Taking Affidavits

## William Rodier-Dumais

---

**From:** Meakin, Nigel <Nigel.Meakin@fticonsulting.com>  
**Sent:** Monday, January 17, 2022 12:29 PM  
**To:** Marc Wasserman; Esaw, Kathryn  
**Cc:** Joseph Pasquariello (jpasquariello@goodmans.ca); Armstrong, Christopher; Guy P. Martel; Claire Zikovsky  
**Subject:** Harte - SISP  
**Attachments:** Subscription\_Agreement\_(Executed).pdf; Harte Gold - SISP Order.pdf

To: 1000025833 Ontario Inc. c/o Counsel

We write on behalf of Harte Gold Corp. (“Harte Gold”) in our capacity as Monitor of Harte Gold with reference to the sale investor solicitation process approved pursuant to the Order of the Honourable Mr. Justice Penny granted December 20, 2021 (the “**SISP Order**”). Capitalized terms used herein not otherwise defined have the meanings ascribed to them in the SISP Procedures attached as Schedule A to the SISP Order. A copy of the SISP Order is attached for ease of reference.

On January 14, 2022, the Monitor received a Bid pursuant to the SISP Procedures and pursuant to paragraph 19 of the SISP Procedures, Harte Gold, in consultation with the Monitor, has reviewed and assessed that Bid and has determined that such Bid is a Qualified Bid.

Accordingly, pursuant to paragraph 22 of the SISP Procedures, an Auction will be conducted to determine the Successful Bid. The Auction will be held by videoconference via Microsoft Teams and shall commence at 9:00 a.m. Eastern Time on Wednesday January 19, 2022. In accordance with paragraph 23 of the SISP Procedures, a copy of the Opening Bid for the Auction is attached.

Pursuant to paragraph 24(a) of the SISP Procedures, only Auction Bidders are eligible to participate in the Auction. Each Auction Bidder must have, present or available, the individual or individuals with the necessary decision-making authority to submit Overbids and to make such necessary and ancillary decisions as may be required during the Auction. Only the authorized representatives, including counsel and other advisors, of Harte Gold, the Monitor, and each of the Auction Bidders shall be permitted to attend the Auction. Please provide the names, positions and email addresses of your authorized representatives by no later than 9:00 a.m. Eastern Time on Tuesday January 18, 2022, in order that we may include them on the Microsoft Teams videoconference invitation for the Auction that will be circulated tomorrow.

You are also hereby advised that all secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder. Accordingly, pursuant to paragraph 16 of the SISP Procedures, any communications between secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, must from this point on be made in the presence of the Monitor.

Kind regards

**Nigel Meakin**

+1.416.649.8065 T | +1.416.258.7371 M  
[nigel.meakin@fticonsulting.com](mailto:nigel.meakin@fticonsulting.com)

## William Rodier-Dumais

---

**From:** Meakin, Nigel <Nigel.Meakin@fticonsulting.com>  
**Sent:** Monday, January 17, 2022 12:29 PM  
**To:** Sean Collins; MacLeod, Walker W.  
**Cc:** Joseph Pasquariello (jpasquariello@goodmans.ca); Armstrong, Christopher; Guy P. Martel; Claire Zikovsky  
**Subject:** Harte - SISP  
**Attachments:** Subscription\_Agreement\_(Executed).pdf; Harte Gold - SISP Order.pdf

To: ANR Investments 2 B.V., c/o Counsel

We write on behalf of Harte Gold Corp. (“Harte Gold”) in our capacity as Monitor of Harte Gold with reference to the sale investor solicitation process approved pursuant to the Order of the Honourable Mr. Justice Penny granted December 20, 2021 (the “SISP Order”). Capitalized terms used herein not otherwise defined have the meanings ascribed to them in the SISP Procedures attached as Schedule A to the SISP Order. A copy of the SISP Order is attached for ease of reference.

On January 14, 2022, the Monitor received a Bid pursuant to the SISP Procedures and pursuant to paragraph 19 of the SISP Procedures, Harte Gold, in consultation with the Monitor, has reviewed and assessed that Bid and has determined that such Bid is a Qualified Bid.

Accordingly, pursuant to paragraph 22 of the SISP Procedures, an Auction will be conducted to determine the Successful Bid. The Auction will be held by videoconference via Microsoft Teams and shall commence at 9:00 a.m. Eastern Time on Wednesday January 19, 2022. In accordance with paragraph 23 of the SISP Procedures, a copy of the Opening Bid for the Auction is attached.

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You are also hereby advised that all secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder. Accordingly, pursuant to paragraph 16 of the SISP Procedures, any communications between secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, must from this point on be made in the presence of the Monitor.

Kind regards

Nigel Meakin  
+1.416.649.8065 T | +1.416.258.7371 M  
nigel.meakin@fticonsulting.com

# EXHIBIT “G”

**EXHIBIT "G"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

---

A Commissioner for Taking Affidavits

January 19, 2022

Harte Gold Corp.  
TD Canada Trust Tower  
161 Bay St. Suite 2400  
Toronto, ON M5J 2S1

FTI Consulting Canada Inc. in its capacity as  
Monitor of Harte Gold Corp.  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
P.O. Box 104  
Toronto, ON M5K 1G8

Attn: Frazer Bouchier and Graham du Preez

Attn: Nigel Meakin and Jeffrey Rosenberg

**Re: Sale and Investment Solicitation Process for Harte Gold Corp. (“Harte”)**

Dear Sirs:

Reference is made to the Procedures for the Sale and Investment Solicitation Process (the “**SISP Procedures**”) in respect of Harte approved pursuant to the SISP Approval Order of the Ontario Superior Court of Justice (Commercial List) dated December 20, 2021. Capitalized terms used herein and not otherwise defined have the meaning given to them in the SISP Procedures or the Second A&R Subscription Agreement (as defined below).

This letter serves to irrevocably confirm that: (i) 1000025833 Ontario Inc. and Silver Lake Resources Limited (collectively, “**Silver Lake**”) have reached a resolution with AHG (Jersey) Limited (together with its affiliates, “**Appian**”) with respect to certain disputes between them pertaining to Appian’s secured claims and other interests in Harte pursuant to a settlement agreement between Silver Lake and Appian, a copy of which is attached as Schedule “A” hereto, and that Appian has agreed to support Silver Lake’s acquisition of Harte upon the terms and conditions of the Second A&R Subscription Agreement (as defined below); and (ii) Silver Lake will not participate in any Auction.

This letter is to request that, in light of the foregoing, Harte and the Monitor agree not to conduct the Auction and instead that Harte and Silver Lake enter into a Second Amended and Restated Subscription Agreement substantially in the form of the Amended and Restated Subscription Agreement between them dated December 15, 2021 (the “A&R Subscription Agreement”), with the following amendments (all of which Silver Lake agrees to in consideration of Harte and the Monitor agreeing not to conduct the Auction):

1. The lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario will be designated as a Retained Contract.
2. The definition of “Assumed Liabilities” shall be amended to include all amounts owing by Harte in respect of good and services supplied to Harte from and after December 7, 2021 (but excluding, for the avoidance of doubt, the professional fees, costs and expenses

secured by the Administration Charge that shall be satisfied from the Cash Consideration). For clarity, such obligation shall not be subject to any cap.

3. The definition of "Trade Amounts" shall be amended as follows: "Trade Amounts" means any accrued and unpaid trade payables of the Company to third parties in connection with the Business relating to the period prior to December 7, 2021, that are unpaid as of the Closing."
4. Harte and Silver Lake shall expressly agree and acknowledge that any amounts payable to Appian (including under any Appian royalty) shall be excluded from the calculation of the Cure Costs and Trade Amounts Cap and the last sentence of the definition of "Assumed Liabilities" shall be amended accordingly.
5. The Cash Deposit will be increased by an amount equal to five percent (5%) of the Appian Indebtedness (as provided in the settlement agreement attached hereto), such additional Cash Deposit amount to be funded from the Share Proceeds delivered to the Monitor pursuant to the Escrow Agreement and held by the Monitor in a separate escrow account along with the existing Cash Deposit and not subject to the terms of the Escrow Agreement or the terms of the A&R Subscription Agreement that govern the Share Proceeds. For the avoidance of doubt, the Cash Deposit as contemplated to be increased by this provision shall be subject to the provisions of Section 2.1(a) of the A&R Subscription Agreement.

Silver Lake expressly agrees and acknowledges that any agreement by Harte and the Monitor to not conduct the Auction shall be subject to receipt by Harte and the Monitor of the following by no later than 5:00 pm (Toronto time) on January 19, 2022: (a) a Second Amended and Restated Subscription Agreement duly executed by Silver Lake incorporating the foregoing amendments and such other amendments as Harte (with the consent of the Monitor) and Silver Lake shall agree to in writing (the "**Second A&R Subscription Agreement**"); and (b) receipt of a signed letter from Appian to Harte and the Monitor in the form attached hereto as Schedule "B".

Thank you for considering this request.


Yours truly,

**100025833 ONTARIO INC.**

Per: \_\_\_\_\_

  
Name: Luke Tonkin  
Title: Director

**SILVER LAKE RESOURCES LIMITED**

Per:   
\_\_\_\_\_  
Name: Luke Tonkin  
Title: Director




# EXHIBIT “H”

**EXHIBIT "H"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

  
A Commissioner for Taking Affidavits



Appian Capital Advisory LLP

5<sup>th</sup> Floor, 45 Pall Mall

London, SW1Y 5JG,

United Kingdom

January 18, 2022

Harte Gold Corp.  
TD Canada Trust Tower  
161 Bay St. Suite 2400  
Toronto, ON M5J 2S1

FTI Consulting Canada Inc. in its capacity as  
Monitor of Harte Gold Corp.  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
P.O. Box 104  
Toronto, ON M5K 1G8

**Attn: Frazer Bouchier and Graham du Preez  
Nigel Meakin and Jeffrey Rosenberg**

**Re: Sale and Investment Solicitation Process for Harte Gold Corp. (“Harte”)**

Dear Sirs:

Reference is made to the Procedures for the Sale and Investment Solicitation Process (the “**SISP Procedures**”) in respect of Harte approved pursuant to the SISP Approval Order of the Ontario Superior Court of Justice (Commercial List) dated December 20, 2021. Capitalized terms used herein and not otherwise defined have the meaning given to them in the SISP Procedures.

This letter serves to irrevocably confirm that: (i) ANR Investments 2 B.V. (together with its affiliates, including AHG (Jersey) Limited, “**Appian**”) has reached a resolution with 1000025833 Ontario Inc. and Silver Lake Resources Limited (collectively, “**Silver Lake**”) with respect to certain disputes between them pertaining to Appian’s secured claims and other interests in Harte pursuant to a settlement agreement between Appian and Silver Lake, a copy of which is attached as Schedule “A” hereto, and that Appian has agreed to support Silver Lake’s acquisition of Harte upon the terms and conditions of the Second A&R Subscription Agreement (as defined below); and (ii) Appian will not participate in any Auction.

This letter is to request that, in light of the foregoing, Harte and the Monitor agree not to conduct the Auction and instead that Harte and Silver Lake enter into a Second Amended and Restated Subscription Agreement (the “**Second A&R Subscription Agreement**”) substantially in the form of the Amended and Restated Subscription Agreement between them dated December 15, 2021, with the amendments described in the letter from Silver Lake to Harte and the Monitor in the form attached hereto as Schedule “B” (the “**Silver Lake Letter**”). In consideration of Harte and the Monitor agreeing to this request, Appian agrees and confirms that:

1. If Harte enters into the Second A&R Subscription Agreement, the Subscription Agreement submitted by ANR Investments 2 B.V. to the Monitor on January 14, 2022 (the “**Appian Subscription Agreement**”) shall serve as the Back-Up Bid under the SISP Procedures in

accordance with the terms thereof. Without limiting the generality of the foregoing, the Monitor shall continue to hold and deal with the \$6,115,000 Deposit delivered by Appian in connection with the Appian Subscription Agreement pursuant to and in accordance with the SISP Procedures.


2. Appian will not oppose the Court-ordered release in favour of (among others), the present and former directors, officers, employees, legal counsel and advisors of Harte substantially in the form included at paragraph 19 of the draft Approval and Reverse Vesting Order included in Harte's Application Record dated December 7, 2021, at Exhibit "W".
3. In connection with Harte and the Monitor agreeing to the request set forth herein, Appian shall deliver an executed release to Harte and the Monitor substantially in the form of (and no less beneficial to the releases thereunder) the Appian Release (as defined in the Appian Subscription Agreement) (the "**Executed Appian Release**"), such release to become effective upon the closing of the transactions contemplated by the Second A&R Subscription Agreement.

Appian expressly agrees and acknowledges that any agreement by Harte and the Monitor to not conduct the Auction shall be subject to receipt by Harte and the Monitor of the following by no later than 5:00 pm (Toronto time) on January 19, 2022: (a) the Executed Appian Release; and (b) a copy of the Silver Lake Letter and the Second A&R Subscription Agreement, in each case, signed by Silver Lake.

Thank you for considering this request.

Yours truly,

**ANR INVESTMENTS 2 B.V.**

Per:   
62D70F637C954E5...  
Name: Winta Jarvis  
Title: Director

**AHG (JERSEY) LIMITED**

Per:   
54694DCD24A44CF...  
Name: Mark Collins  
Title: Director

**SCHEDULE "A"**  
**COPY OF SETTLEMENT AGREEMENT**  
**[ATTACHED]**

**SCHEDULE "B"**  
**FORM OF SILVER LAKE LETTER**  
**[ATTACHED]**

# EXHIBIT “I”

**EXHIBIT "I"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

---

A Commissioner for Taking Affidavits



**1000025833 ONTARIO INC.**

**- AND -**

**SILVER LAKE RESOURCES LIMITED**

**- AND -**

**HARTE GOLD CORP.**

---

**SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT**

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**DATED JANUARY 19, 2022**

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## SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

**THIS SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT** executed on January 19, 2022 is made by and between:

**1000025833 ONTARIO INC.**, a corporation incorporated under the laws of Ontario  
(hereinafter, the "**Investor**")

-and-

**SILVER LAKE RESOURCES LIMITED**, a corporation incorporated under the laws of Australia

(hereinafter, the "**Guarantor**")

-and-

**HARTE GOLD CORP.**, a corporation incorporated under the laws of Ontario

(hereinafter, the "**Company**")

### RECITALS:

**WHEREAS** the Company is a public company based in Toronto, Ontario, whose business mainly consists of operating a gold mining operation commonly known as the "Sugar Zone Mining Operation", located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division;

**WHEREAS** the Company has commenced CCAA Proceedings in order to, *inter alia*, seek creditor protection and pursue the SISP with a view to implementing a transaction which will allow the continuation of its Business and operations, as a going concern;

**WHEREAS** on December 6, 2021, the Company and the Investor entered into a Subscription Agreement (the "**Original Subscription Agreement**") pursuant to which the Investor agreed to: (i) act as a "stalking horse bidder" in the context of the SISP and, (ii) if the Original Subscription Agreement and SISP Procedures were approved by the Court and the Original Subscription Agreement was subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures, to subscribe for and purchase from the Company, the Subscribed Shares, on the terms and conditions set out in the Original Subscription Agreement and in accordance with the Closing Sequence set out therein, in order to become the sole shareholder of the Company upon Closing;

**WHEREAS** pursuant to the Original Subscription Agreement, the Guarantor agreed to guarantee and be responsible for all of the obligations of the Investor pursuant to such agreement;

**WHEREAS** on December 15, 2021, the Company, the Investor and the Guarantor agreed to amend and restate the terms of the Original Subscription Agreement and entered into an Amended and Restated Subscription Agreement (the "**First A&R Subscription Agreement**");

**WHEREAS** on December 20, 2021, the Court issued an order in the CCAA Proceedings authorizing and approving the execution by the Company of the First A&R Subscription Agreement as well as the use thereof as a "stalking horse bid" in the context of the SISP;

**WHEREAS** in the context of the SISP, the Investor and the Guarantor have agreed to increase the consideration previously offered as part of the First A&R Subscription Agreement, such that the Company, the Investor and the Guarantor have agreed, with the support of the Appian Parties, to amend and restate the First A&R Subscription Agreement in accordance with the terms and conditions set out herein and the Company, in consultation with the Monitor, has determined to designate this Agreement as the "Successful Bid" in the SISP;

**NOW THEREFORE** in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement.

**"Action"** means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

**"Administration Charge"** has the meaning given to it in the Initial Order.

**"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

**"Agreement"** means this Second Amended and Restated Subscription Agreement between the Investor and the Company, as may be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

**"AHG"** means AHG (Jersey) Limited.

**"Appian Indebtedness"** means all properly perfected and secured amounts and obligations owing by the Company to AHG under the Appian Facility Agreement as of the Closing Date in the amount agreed between the Appian Parties, the Investor and Silver Lake.

**"Appian Facility Agreement"** means the Facility Agreement entered into between the Company, as borrower, and AHG, as lender, on August 28, 2020.

**"Appian Parties"** means AHG (Jersey) Limited, ANR Investments 2 B.V., ANR Investments B.V. and any and all of their affiliates.

**"Appian Royalty Agreements"** means, collectively, (i) the 1.5% net smelter return royalty agreement, dated December 19, 2019 between 2729992 Ontario Corp. and the Company; and (ii) the 0.5% net smelter return royalty agreement, dated August 28, 2020, between 2729992 Ontario Corp. and the Company;

**"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

**"Approval and Reverse Vesting Order"** means an order issued by the Court substantially in the form attached hereto as **Schedule "A"** and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably: (i) approving the Transactions; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Company, except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Investor under this Agreement), for no consideration (v) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor (or as it may direct) all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances

**"Articles of Reorganization"** means articles of reorganization to change the conditions in respect of the Company's authorized and issued share capital to provide for a redemption right in favour of the Company, which shall be in form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

**"Assumed Liabilities"** means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in **Schedule "H"** (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts and Pre-Filing Trade Amounts, up to a maximum aggregate amount of \$10,000,000 for such Cure Costs and such Pre-Filing Trade Amounts (the **"Cure Costs and Pre-Filing Trade Amount Cap"**); (d) the Excluded Liability Promissory Note and (e) all Post-Filing Trade Amounts. For greater certainty: (a) the royalties payable by the Company under the Retained Contracts shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap, provided that the royalties payable under the Appian Royalty Agreements and any other amounts payable to the Appian Parties shall be excluded from the calculation of the Cure Costs and Pre-Filing Trade Amount Cap; and (b) neither the Post-Filing Trade Amounts or any other amounts or obligations owing by the Company to any of the Appian Parties (including under the Appian Royalty Agreements) shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap.

**"ASX"** means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by that entity.

**"Authorization"** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

**"BNPP Credit Agreement"** means the Amended and Restated Credit Agreement entered into between the Company, as borrower, and BNP Paribas, as lender, on August 28, 2020, as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, and under which the rights and obligations of BNP Paribas as lender have been assigned to the Investor.

**"Books and Records"** means all books, records, files, papers, books of account and other financial data including Tax Returns related to the Retained Assets in the possession, custody or control of the Company, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

**"Business"** means the business and operations carried on by the Company as at the date of this Agreement and as at the date of Closing.

**"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Ontario, Canada or the state of Western Australia, Australia.

**"Cash Consideration"** means a cash payment in an amount required to pay: (i) all claims ranking in priority to, or *pari passu* with, the amounts owing to the lenders under the BNPP Credit Agreement (including, for greater certainty, all professional fees, costs and expenses secured by the Administration Charge, but excluding the amounts owing under the DIP Term Sheet), plus (ii) the value of the Appian Indebtedness, plus (iii) the amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo. 1 and ResidualCo. 2 upon completion of the Transactions, as determined by the Monitor, the Company and the Investor each acting reasonably, or as determined by the Court, which Cash Consideration shall be satisfied in accordance with Section 2.2(a).

**"Cash Deposit Escrow Account"** has the meaning set out in Section 2.1(a).

**"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

**"CCAA Proceedings"** means the proceedings commenced by the Company under the CCAA.

**"Closing"** means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

**"Closing Date"** means the date on which Closing occurs.

**"Closing Sequence"** has the meaning set out in Section 6.2.

**"Closing Time"** means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

**"Company"** means Harte Gold Corp.

**"Company Share Proceeds"** has the meaning set out in Section 2.2(a).

**"Competition Act"** means the Competition Act, R.S.C., 1985, c. C-34.

**"Conditions Certificates"** has the meaning set out in Section 7.3.

**"Contracts"** means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases, any Real Property Leases and any Contracts in respect of Employees.

**"Court"** means the Ontario Superior Court of Justice (Commercial List).

**"Credit Bid Consideration"** has the meaning set out in Section 2.2(b).

**"Cure Costs"** means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of the Company's insolvency, the commencement of the CCAA Proceedings by the Company or the Company's failure to perform a non-monetary obligation.

**"Cash Deposit"** has the meaning set out in Section 2.1(a).

**"Determination Date"** means the date hereof.

**"DIP Lender"** means 1000025833 Ontario Inc.

**"DIP Term Sheet"** means the DIP Facility Loan Agreement dated as of December 6, 2021 between the Company and the DIP Lender, as may be amended from time to time in accordance with its terms.

**"Discharged"** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

**"Employees"** means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and **"Employee"** means any one of them.

**"Encumbrances"** means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

**"Encumbrances to Be Discharged"** means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in **Schedule "F"**, and excluding only the Permitted Encumbrances.

**"Escrow Agreement"** means an escrow agreement (or such other agreement(s) as may be required to implement the matters described in clauses (i) and (ii) of this definition) to be entered into on or prior to the Determination Date (in a form to be agreed on or about the date hereof) among the Monitor, as escrow agent, the Company and the Investor, each acting reasonably, pursuant to which, among other things: (i) the Monitor (or its designee) shall hold the Share Deposit in escrow



and (ii) (A) the Share Deposit shall be sold in the market for and on behalf of the Company by no later than three (3) days prior to the Target Closing Date with the Share Proceeds being held in escrow and released on Closing in accordance with the Closing Sequence, and (B) if Closing does not occur for any reason or this Agreement is terminated, the Share Deposit and any Share Proceeds shall be dealt with in accordance with Section 2.1.

**"Excluded Assets"** means: (i) all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing; and (ii) those assets listed in **Schedule "C"**, an amended list of which may be delivered by the Investor no later than two (2) Business Days before the Closing Date.

**"Excluded Assets and Contracts Promissory Note"** has the meaning set out in Section 3.2,

**"Excluded Contracts"** means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule "D"**.

**"Excluded Liabilities"** means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, the non-exhaustive list of those certain Liabilities set forth in **Schedule "E"**, any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the Company may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing and all Liabilities to or in respect of the Company's Affiliates. For avoidance of doubt, Excluded Liabilities shall not include any debts, obligations, Liabilities or Encumbrances that are or are deemed to be an interest in land and, to the extent that any of the Excluded Liabilities listed in Schedule "E" hereof is determined by the Court to be an interest in land (**"Interest in Land"**), such determination by the Court shall not constitute nor give rise to a breach under this Agreement and the Investor and the Guarantor shall remain bound by the terms of this Agreement, including the obligation to pay the Subscription Price, and any Interest in Land shall be deemed to be Assumed Liabilities hereunder.

**"Excluded Liability Price"** has the meaning set out in Section 3.1.

**"Excluded Liability Promissory Note"** has the meaning set out in Section 3.1.

**"Existing Shares"** means all issued and outstanding shares of the Company prior to Closing.

**"Final Order"** means, in respect of any Court Order, that such Court Order shall not have been vacated, set aside, or stayed, and that the time within which an appeal or request for leave to appeal must be initiated has passed with no appeal or leave to appeal having been initiated.

**"First A&R Subscription Agreement"** has the meaning set out in the Recitals.

**"First Cash Deposit"** has the meaning set out in Section 2.1(a).

**"Governmental Authority"** means the government of Canada, or any other nation, or of any political subdivision thereof, whether state, provincial (including the government of Ontario), territorial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or

arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange).

**"Guarantor"** means Silver Lake Resources Limited.

**"HST"** means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

**"Initial Order"** means the Initial Order granted by the Court on December 7, 2021 in the context of the CCAA Proceedings, as amended and restated on December 20, 2021, and as such order may be further amended, restated or varied from time to time.

**"Interim Period"** means the period from the date that the SISP Order was granted, until the Closing Time.

**"Investment Canada Act"** means the Investment Canada Act, R.S.C., 1985, c. 28.

**"Investor"** means 1000025833 Ontario Inc.

**"Law"** has the meaning set out in the definition of **"Applicable Law"**.

**"Legal Proceeding"** means any litigation, Action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

**"Liability"** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

**"Material Permits, Mineral Tenures, Licenses and Contracts"** means those Permits, Licenses and Contracts listed in Schedule "L" and the Mineral Tenures.

**"Mineral Tenures"** means the mining claims, leases and other property rights of the Company listed in Schedule "K".

**"Monitor"** means FTI Consulting Canada Inc. in its capacity as monitor of the Company in the CCAA Proceedings, to the extent appointed by the Court, and shall include, as the context so requires, FTI Consulting Canada Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo. 1 or ResidualCo. 2 to the extent subsequently appointed as such.

**"Monitor's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

**"Order"** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

**"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of

organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

**"Original Subscription Agreement"** has the meaning set out in the Recitals.

**"Outside Date"** means March 31, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may agree to in writing.

**"Party"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

**"Permits and Licenses"** means the permits, licenses, Authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, the Company, including, without limitation, as listed in **Schedule "J"**.

**"Permitted Encumbrances"** means the Encumbrances related to the Retained Assets listed in **Schedule "I"**, an amended list of which may be agreed to by the Investor, the Company and Monitor prior to the granting of the Approval and Reverse Vesting Order.

**"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

**"Personal Property"** means all machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties).

**"Personal Property Lease"** means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which the Company is a party or under which it has rights to use Personal Property.

**"Pre-Filing Trade Amounts"** means any accrued and unpaid amounts owing by the Company to third parties for goods and services provided to the Company by third parties in connection with the Business relating to the period prior to December 7, 2021, that are unpaid as of the Closing, which, for certainty, shall not include any liabilities relating to Excluded Contracts.

**"Post-Filing Trade Amounts"** means any accrued and unpaid amounts owing by the Company to third parties for leased or financed equipment and for goods and services provided to the Company by third parties in connection with the Business and in respect of any royalty owing by the Company, all in relation to the period starting as and from December 7, 2021, that are unpaid as of the Closing (but excluding, for the avoidance of doubt, the professional fees, costs and expenses secured by the Administration Charge that shall be satisfied from the Cash Consideration).

**"Purchase and Sale Transactions"** means the transactions contemplated by this Agreement which provide for, among other things, (a) the issuance by the Company of the Subscribed Shares to the Investor in consideration for the Subscription Price, (b) the assignment by the Company to ResidualCo1 of the Excluded Assets and Excluded Contracts in consideration for the Excluded Assets and Contracts Promissory Note, and (c) the assignment by the Company to ResidualCo2 of the Excluded Liabilities in consideration for the Excluded Liability Promissory Note, each on and subject to the terms set forth herein.

**"RBC Commission"** means the brokerage commission owing by the Investor to Royal Bank of Canada in connection with the Transactions.

**“Real Property Leases”** means the lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario.

**“Related to the Business”** means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

**“Representative”** when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

**“ResidualCo. 1”** means a corporation to be incorporated by the Company in advance of Closing, to which the Excluded Assets and Excluded Contracts will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**“ResidualCo. 2”** means a corporation to be incorporated in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**“Retained Assets”** has the meaning set out in Section 3.2.

**“Retained Contracts”** means those Contracts listed in **Schedule “G”**.

**“Second Cash Deposit”** has the meaning set out in Section 2.1(a).

**“Second Cash Deposit Proceeds”** has the meaning set out in Section 2.1(b).

**“Share Deposit”** has the meaning set out in Section 2.1(b).

**“Share Proceeds”** means the gross proceeds from the sale of the Share Deposit pursuant to and in accordance with the Escrow Agreement, less any transaction costs and any fees and expenses payable pursuant to the Escrow Agreement, including an indemnity payable to the Company by the Investor in connection with any Tax Liability which may result from the sale of the Share Deposit in accordance with the Escrow Agreement or the Company being required for any reason in accordance with the terms of this Agreement, to return any portion of the Share Proceeds to the Guarantor.

**“Shortfall Deposit”** has the meaning set out in Section 2.1(c).

**“Silver Lake Parties”** means 1000025833 Ontario Inc., Cue Minerals Pty Ltd. and Silver Lake Resources Limited.

**“Silver Lake Shares”** means fully paid ordinary shares of the Guarantor, which shall be freely transferrable under applicable Australian securities laws and in Canada.

**“SISP”** means the Sale and Investment Solicitation Process conducted by the Company in the context of the CCAA Proceedings in accordance with the SISP Procedures;

**“SISP Order”** means the SISP Approval Order of the Court dated December 20, 2021, a copy of which is attached hereto as **Schedule “B”**;

**“SISP Procedures”** means the procedures governing the SISP in the form appended as Schedule A to the SISP Order;

**“Subscribed Shares”** means 100 Common Shares in the capital of the Company, to be subscribed for by the Investor and issued by the Company, in accordance with the terms of this Agreement.

**“Subscription Price”** has the meaning set out in Section 2.2.

**“Target Closing Date”** means February 18, 2022, or such other date as the Company (with the consent of the Monitor and the DIP Lender) and the Investor may agree to in writing.

**“Tax Act”** means the *Income Tax Act* (Canada).

**“Tax Returns”** means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

**“Taxes”** or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

**“Terminated Employees”** means those individuals employed by the Company whose employment will be terminated by the Company prior to Closing, as per the list provided by the Investor to the Company on January 14, 2022.

**“Transaction Taxes”** means all documentary, stamp, transfer, sales and transfer taxes, registration charges and transfer fees, including HST, use, value added, and excise taxes and all filing and recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

**“Transactions”** means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions.

**“VWAP”** means the volume weighted average trading price of Silver Lake Shares for the applicable period on the ASX (or if the Silver Lake Shares are no longer traded on the ASX, on such other exchange as the Silver Lake Shares are then traded) or if not such prices are available for such applicable period, "VWAP" shall be the fair value per Silver Lake Share as reasonably determined by the board of directors of the Guarantor.

## **1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or

action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

### **1.3 Currency and Payment Obligations**

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

### **1.4 Calculation of Time**

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

### **1.5 Additional Rules of Interpretation**

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

## 1.6 Exhibits and Schedules

- (a) The following are the Exhibits and Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

### **SCHEDULES**

Schedule "A"	-	Form of Approval and Reverse Vesting Order
Schedule "B"		SISP Order
Schedule "C"	-	Excluded Assets
Schedule "D"	-	Excluded Contracts
Schedule "E"	-	Excluded Liabilities
Schedule "F"	-	Encumbrances to be Discharged
Schedule "G"		Retained Contracts
Schedule "H"		Assumed Liabilities
Schedule "I"	-	Permitted Encumbrances
Schedule "J"		Permits and Licenses
Schedule "K"		Mineral Tenures
Schedule "L"		Material Permits, Licenses and Contracts

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

## ARTICLE 2

### SUBSCRIPTION FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES

#### 2.1 Deposit

- (a) Cash Deposit: As a deposit for the Subscription Price, the Investor shall pay to the Monitor:
- (i) by wire transfer of immediately available funds, an amount of \$100,000 (the "**First Cash Deposit**") within two (2) days of the granting of the SISP Order by the Court, which First Cash Deposit has already been paid by the Investor in accordance with the First A&R Subscription Agreement, and which is held in escrow by the Monitor in a non-interest bearing account on behalf of the Company (the "**Cash Deposit Escrow Account**"); and

- (ii) an amount of US\$1,693,658.72, which represents approximately five percent (5%) of the Appian Indebtedness, to be funded from the first available Share Proceeds (the “**Second Cash Deposit**”, together with the First Cash Deposit, the “**Cash Deposit**”). The Second Cash Deposit shall be held in escrow by the Monitor, together with the First Cash Deposit, in the Cash Deposit Escrow Account. The Monitor is hereby irrevocably directed by the Investor and Silver Lake to fund the Second Cash Deposit from the first available Share Proceeds.
  - (iii) If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit will be forthwith refunded in full to the Investor (without interest, offset or deduction). If the Agreement is terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit shall become the property of, and shall be transferred to, the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions. For the avoidance of doubt, the Share Proceeds that form the Second Cash Deposit shall be exclusively subject to this Section 2.1(a)(iii) in the event of a termination of this Agreement.
- (b) Share Deposit: As a deposit for the Subscription Price, the Guarantor shall issue the Silver Lake Shares in the name of the Company, in a number equal to the amount of the Appian Indebtedness, divided by the VWAP of the Silver Lake Shares for the five (5) trading days prior to the Determination Date (the “**Share Deposit**”). The Share Deposit shall be: (i) provided to the Monitor (or its designee), subject to and in accordance with the Escrow Agreement, as soon as practicable after the Determination Date but no later than five (5) days after the Determination Date and (ii) thereafter sold for the benefit of the Company by a broker selected by the Investor which is acceptable to the Guarantor, the Company and the Monitor, acting reasonably in accordance with the Escrow Agreement. The first available portion of the Share Proceeds in an amount equal to the Second Cash Deposit (the “**Second Cash Deposit Proceeds**”) shall be transferred to and held by the Monitor, on behalf of the Company, and deposited into the Cash Deposit Escrow Account, together with the First Cash Deposit. All Share Proceeds (other than the Second Cash Deposit Proceeds) shall be deposited in an escrow account (distinct and separate from the Cash Deposit Escrow Account, as provided for in the Escrow Agreement. If the Closing does not occur for any reason or the Agreement is terminated, any remaining portion of the Share Deposit shall be sold pursuant to the Escrow Agreement and, thereafter, the Share Proceeds (other than the Second Cash Deposit Proceeds, which will be dealt with in accordance with Section 2.1(a)) will be forthwith returned to the Guarantor (without interest, offset or deduction, except that the Company or the Monitor, on behalf of the Company, shall be authorized to withhold or otherwise offset or deduct any Tax Liability which may be applicable in connection with the sale of the Share Deposit in accordance with the Escrow Agreement or the return of any portion of the Share Deposit and/or Share Proceeds by the Company to the Guarantor in accordance with this Agreement, and the Guarantor hereby agrees to fully indemnify the Company in connection with any such Tax Liability).
- (c) Shortfall Deposit: If the Share Proceeds from the sale of the entire Share Deposit are not sufficient to pay the Appian Indebtedness in full, the Investor shall pay to the Monitor as a deposit for the payment of the Subscription Price, a cash amount equal to the difference between the Share Proceeds and the amount of the Appian



Indebtedness (the "**Shortfall Deposit**"), such Shortfall Deposit to be paid on or prior to the Closing Date.

## 2.2 Subscription Price

The subscription price for the Subscribed Shares shall be an amount equal to the aggregate of the following (the "**Subscription Price**"):

- (a) Cash Consideration: The Cash Consideration, which shall be satisfied as follows: (i) by the release of the Cash Deposit by the Monitor to the Company, (ii) by the release of the Share Proceeds (other than the Second Cash Deposit Proceeds) up to a maximum of the amount of the Appian Indebtedness less the amount of the Second Cash Deposit Proceeds (the "**Company Share Proceeds**") pursuant to and in accordance with the terms of the Escrow Agreement; (iii) by the release of the Shortfall Deposit (if any) by the Monitor to the Company and (iv) by wire transfer to the Monitor of immediately available funds in the amount of the balance of the Cash Consideration. The Cash Consideration will be subsequently transferred to ResidualCo. 1 and ResidualCo. 2, in payment of the Excluded Assets and Contracts Promissory Note and Excluded Liability Promissory Note, on the Closing Date and in accordance with the Closing Sequence;
- (b) Credit Bid Consideration: An amount equivalent to all amounts and obligations owing by the Company to the Investor under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet, which the Investor shall cause the release thereof in favour of the Company at Closing (the "**Credit Bid Consideration**"); and
- (c) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities which the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence.

The Guarantor agrees to guarantee and be responsible for all of the Investor's obligations contemplated in this Agreement, including, without limitation, the Investor's obligation to pay the Cash Consideration. The Guarantor also agrees to deliver the Share Deposit in accordance with 2.1(b).

## ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

### 3.1 Transfer of Excluded Liabilities to ResidualCo. 2

On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 and the Company shall issue to ResidualCo. 2 an interest-free promissory note (the "**Excluded Liability Promissory Note**") in an amount equal to a portion, to be agreed upon between the Parties, of the Cash Consideration (the "**Excluded Liability Price**") in consideration for ResidualCo. 2 assuming the Excluded Liabilities. The Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 in accordance with the Closing Sequence, pursuant to the Approval and

Reverse Vesting Order. Notwithstanding any other provision of this Agreement, neither the Investor nor the Company shall assume or have any Liability for any of the Excluded Liabilities and the Company and its assets, undertaking, business and properties shall be fully and finally Discharged from all Excluded Liabilities as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Liabilities to ResidualCo. 2 and the assumption of the Excluded Liabilities by ResidualCo. 2.

### **3.2 Transfer of Excluded Assets and Excluded Contracts to ResidualCo. 1**

On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Mineral Tenures, Retained Contracts, Permits and Licenses and Books and Records (the "**Retained Assets**"), except, however, any assets sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer to ResidualCo. 1, in accordance with the Closing Sequence, on the Closing Date and same shall be vested in ResidualCo. 1 pursuant to the Approval and Reverse Vesting Order, all in consideration of an interest-free promissory note ("the **Excluded Assets and Contracts Promissory Note**") in an amount equal to the portion of the Cash Consideration in excess of the Excluded Liability Promissory Note. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo. 1.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties as to the Company**

Subject to the issuance of the Approval and Reverse Vesting Order, the Company represents and warrants to the Investor as follows and acknowledge and agree that the Investor is relying upon such representations and warranties in connection with the subscription by the Investor of the Subscribed Shares:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

- (e) Proceedings. There are no Legal Proceedings pending against the Company with respect to, or in any manner affecting, title to the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Retained Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the Company from fulfilling any of its obligations set forth in this Agreement.
- (f) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Company and its affiliates, are in each case less than \$300 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.
- (g) Material Permits, Mineral Tenures, Licenses and Contracts. The Material Permits, Mineral Tenures, Licenses and Contracts are in full force and effect.

#### **4.2 Representations and Warranties as to the Investor and the Guarantor**

The Investor and the Guarantor, as applicable, each represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the issuance by the Company of the Subscribed Shares.

- (a) Incorporation and Status. Each of the Investor and the Guarantor is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by each of the Investor and the Guarantor of this Agreement has been authorized by all necessary corporate action.
- (c) No Conflict. The execution, delivery and performance by the Investor and by the Guarantor of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor or of the Guarantor, or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and by the Guarantor, and constitutes a legal, valid and binding obligation of the Investor and of the Guarantor, enforceable against each of them in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. Other than with respect to the RBC Commission which shall be satisfied by the Investor, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement.
- (f) Litigation. There are no Legal Proceedings pending, or to the knowledge of the Investor or of the Guarantor, threatened against the Investor and/or the Guarantor before any Governmental Authority, which would: (i) prevent the Investor or the

Guarantor from paying the Subscription Price to the Company; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions contemplated by this Agreement or (iii) which would reasonably be expected to delay, restrict or prevent the Investor from fulfilling any of its obligations set forth in this Agreement.

- (g) Investment Canada Act. The Investor is a "Canadian" or a "WTO Investor" or a "Trade Agreement Investor" within the meaning of the Investment Canada Act.
- (h) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the Investor's and the Guarantor's execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by the Investor hereunder, including the subscription of the Subscribed Shares hereunder.
- (i) Financial Ability. The Investor has cash on hand and/or firm financing commitments from lenders in amounts sufficient to allow it to pay the Cash Deposit, the balance of the Cash Consideration and all other costs and expenses in connection with the consummation of the Transactions and the Investor will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.
- (j) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Investor and its affiliates, are in each case less than \$100 million, calculated in accordance with the Competition Act and the regulations enacted thereunder
- (k) Residence of Investor. The Investor is not a non-resident of Canada within the meaning of the Tax Act.
- (l) Silver Lake Shares. The issuance of the Silver Lake Shares has been duly authorized by the Guarantor. The Silver Lake Shares will be validly issued as fully paid shares in compliance with, and will be freely transferrable under, all applicable Australian securities laws. The Silver Lake Shares will be quoted by the Australian Securities Exchange under security code "SLR".

#### **4.3 As is, Where is**

The Subscribed Shares shall be issued, sold and delivered to the Investor subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Subscribed Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Company in the context of the Transaction on an "*as is where is*" basis.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Reverse Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing

and the quantum of such Liability, if any, and the Investor acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

## **ARTICLE 5 COVENANTS**

### **5.1 Target Closing Date**

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

### **5.2 Motion for Approval and Reverse Vesting Order**

As soon as practicable after the execution of this Agreement, the Company serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.

The Company shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such order. The Company's motion materials the Approval and Reverse Vesting Order shall be in form and substance satisfactory to the Investor, acting reasonably. The Company will provide to the Investor a reasonable opportunity to review a draft of the motion materials to be served and filed with the Court, it being acknowledged that such motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve such materials on the service list prepared by the Company and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Investor may reasonably require. The Company will promptly inform counsel for the Investor of any and all threatened or actual objections to the motion for the issuance of the Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received.

### **5.3 Interim Period**

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the Initial Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Investor and the Company, such consent not to be unreasonably withheld, conditioned or delayed: (A) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as the Material Permits, Mineral Tenures, Licenses and Contracts; (B) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business;
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court order, the Company shall not enter into any non-arms' length transactions involving the Company or its assets or the Business without the prior approval of the Investor.
- (c) During the Interim Period, the Investor shall furnish to the Company such information concerning the Investor as shall be reasonably requested, including all such information as shall be necessary to enable the Company to verify that the

representations and warranties and covenants of the Investor contained in this Agreement have been complied with.

#### **5.4 Access During Interim Period**

During the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Investor reasonably deems reasonably necessary or desirable to further familiarize itself with the Business and the Retained Assets, provided that neither the Investor or the Guarantor shall be entitled to any confidential or otherwise sensitive information regarding the conduct of the SISP, as determined by the Company and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Investor and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor, the Investor and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and the Company's customers and contractual counterparties. Such investigations shall be carried out at the Investor's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Company shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Investor.

#### **5.5 Regulatory Approvals and Consents**

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transactions required under any Applicable Law;
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.5; and
- (c) The Parties shall, and shall cause their respective affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory and non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 5.5.

## **5.6 Insurance Matters**

During the Interim Period, the Company shall use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business.

## **5.7 Books and Records**

The Investor shall cause the Company to preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Investor shall cause the Company to make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require.

# **ARTICLE 6 CLOSING ARRANGEMENTS**

## **6.1 Closing**

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

## **6.2 Closing Sequence**

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, the Investor shall pay the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, to be held in escrow by the Monitor, on behalf of the Company, and the entire Cash Consideration, Shortfall Deposit and Share Proceeds shall be dealt with in accordance with this Closing Sequence;
- (b) Second, the Investor shall cause the Company to be released from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (c) Third, the Company shall be deemed to: (i) transfer to ResidualCo. 1 the Excluded Assets and the Excluded Contracts, and (ii) transfer to ResidualCo. 2 the Excluded Liabilities, all pursuant to the Approval and Reverse Vesting Order, and the Company shall issue the Excluded Assets and Contracts Promissory Note to ResidualCo. 1 and the Excluded Liability Promissory Note to ResidualCo. 2;
- (d) Fourth, all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or

instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;

- (e) Fifth, the Company shall issue the Subscribed Shares and the Investor shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) shall be released from escrow for the benefit of the Company, but shall continue to be held by the Monitor in escrow on the Company's behalf;
- (f) Sixth, to the extent that the amount of the Share Proceeds (including the Second Cash Deposit Proceeds) is greater than the amount of the Appian Indebtedness, any such excess shall be released to the Guarantor; and
- (g) Seventh, the Company shall satisfy the amount owing under the Excluded Assets and Contracts Promissory note and the Excluded Liability Promissory Note using the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), and hereby irrevocably directs the Monitor to cause such payment to be made from the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) held by the Monitor, subject to the completion of all other steps in the Closing Sequence, although such amounts shall continue to be held by the Monitor on behalf of, respectively, ResidualCo. 1 and ResidualCo. 2.

The Investor, with the prior consent of the Company and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

### **6.3 The Investor's Closing Deliveries**

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the each of the Investor and the Guarantor confirming and certifying that each the conditions in Sections 7.2(e) and 7.2(f) have been satisfied;
- (b) the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, in accordance with Section 6.2(a), and an irrevocable direction pursuant to the Escrow Agreement to release the Company Share Proceeds in accordance with Section 6.2(a);
- (c) an irrevocable release by the Silver Lake Parties in favour of (i) the Company's current and former directors, officers, employees, agents, representatives and all of their respective advisors, including financial advisors and legal counsel and (ii) the Monitor and its current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents (such Persons in (i) and (ii) above being collectively referred to herein as the "**Released Parties**") from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown against any of the Released Parties, including, where applicable, in their capacity as



equity holders of the Company; provided, however, that nothing shall release the Released Parties from any claims arising from willful misconduct and fraud; and

- (d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

#### **6.4 The Company's Closing Deliveries**

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each the conditions in Sections 7.1(e) and 7.2(f) have been satisfied;
- (b) the Excluded Liability Promissory Note;
- (c) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization; and
- (d) share certificates representing the Subscribed Shares.

### **ARTICLE 7 CONDITIONS OF CLOSING**

#### **7.1 The Investor's Conditions**

The Investor shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non- fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing, provided that if the Investor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court and become a Final Order.
- (b) The Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4.
- (c) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of

otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.

- (d) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply): (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (e) No Breach of Covenants. The Company shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.
- (f) Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo 2.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions contemplated herein as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor which will give rise, *inter alia*, to the Company's recourses for breach.

## **7.2 The Company's Conditions**

The Company shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (b) Investor's and Guarantor's Deliverables. The Investor and the Guarantor shall have executed and delivered or caused to have been executed and delivered to the

Company (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3.

- (c) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (d) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (e) No Breach of Covenants. Each of the Investor and the Guarantor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

### **7.3 Monitor's Certificate**

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied and/or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Investor). In the case of: (i) and (ii) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Investor as a result of filing the Monitor's Certificate.

## **ARTICLE 8 TERMINATION**

### **8.1 Grounds for Termination**

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
  - (i) by the mutual agreement of the Company and the Investor;
  - (ii) by the Investor, on the one hand, or the Company, on the other hand, upon notice to the other Party if the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for the Approval and Reverse Vesting Order not being approved by the Court is not

due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement;

- (iii) [intentionally omitted];
  - (iv) by the Investor, on the one hand, or the Company, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
  - (v) by the Company, if there has been a material violation or breach by the Investor or the Guarantor of any agreement, covenant, representation or warranty of the Investor or the Guarantor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor or the Guarantor, as the case may be, within five (5) Business Days of the Company providing notice to the Investor or the Guarantor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time; or
  - (vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within five (5) Business Days of the Investor providing notice to the Company of such breach, unless the Investor is itself in material breach of its own obligations under this Agreement at such time.
- (b) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1(a), the Company shall first obtain the prior written consent of the Monitor.

## **8.2 Effect of Termination**

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1(a) (*Cash Deposit*), 2.1(b) (*Share Deposit*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), 9.17 (*No Liability; Monitor Holding or Disposing Funds*), and 9.18 (*Third Party Beneficiaries*), which shall survive such termination. For the avoidance of doubt, any Liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

## **ARTICLE 9 GENERAL**

### **9.1 Tax Returns**

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns

have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

## **9.2 Survival**

All representations, warranties, covenants and agreements of the Company, the Investor or the Guarantor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

## **9.3 Expenses**

Except if otherwise agreed upon amongst the Parties, and subject to the terms of the DIP Term Sheet and the BNPP Credit Agreement, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). The Company acknowledges and agrees that: (i) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement, and (ii) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the implementation of the Transactions constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement.

## **9.4 Public Announcements**

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, if applicable, the approval by the Court of this Agreement pursuant to the Approval and Vesting Order. In addition, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

## **9.5 Notices**

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

**Harte Gold Corp.**  
TD Canada Trust Tower  
161 Bay St. Suite 2400,  
Toronto, ON M5J 2S1

Attention: Frazer Bouchier / Graham du Preez

E-mail: fbourchier@hartegold.com / gdupreez@hartegold.com

*with a copy to:*

**Stikeman Elliott LLP**

5300 Commerce Court West,  
199 Bay St.,  
Toronto, ON M5L 1B9

Attention: Guy P. Martel/Claire Zikovsky/Danny Vu  
E-mail: gmartel@stikeman.com / czikovsky@stikeman.com /  
ddvu@stikeman.com

If to the Monitor to:

**FTI Consulting Canada Inc.**

79 Wellington Street West  
Toronto Dominion Centre, Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8

Attention: Nigel Meakin / Jeffrey Rosenberg  
E-mail: nigel.meakin@fticonsulting.com /  
Jeffrey.rosenberg@fticonsulting.com

*with a copy to:*

**Goodmans LLP**

Bay Adelaide Centre  
333 Bay St. #3400,  
Toronto,  
ON M5H 2S7

Attention: Joseph Pasquariello/Christopher Armstrong  
E-mail: jpasquariello@goodmans.ca / carmstrong@goodmans.ca

If to the Investor or the Guarantor:

**1000025833 Ontario Inc. / Silver Lake Resources Limited**

Attention: Len Eldridge  
E-mail: leldridge@slrltd.com.au

*with a copy to:*

**Osler, Hoskin & Harcourt LLP**

First Canadian Place  
100 King St. W Suite 6200  
M5X 1B8

Attention: Marc Wasserman/Kathryn Esaw/Dave Rosenblat  
E-mail: mwasserman@osler.com/kesaw@osler.com/drosenblat@osler.com

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.
- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

## **9.6 Time of Essence**

Time shall be of the essence of this Agreement in all respects.

## **9.7 Further Assurances**

The Company on the one hand, and the Investor and the Guarantor on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

## **9.8 Entire Agreement**

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein, including the Original Subscription Agreement and the First A&R Subscription Agreement. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

## **9.9 Waiver and Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company, the Investor and the Guarantor (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## **9.10 Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will 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 Remedies Cumulative**

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Investor, the Guarantor or their respective Affiliates under the provisions of the DIP Term Sheet, the BNPP Credit Agreement or any other ancillary agreement or document thereto.

### **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 therein.

### **9.13 Dispute Resolution**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

### **9.14 Attornment**

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on such Party as provided in this Section 9.14 shall be deemed effective service of process on such Party.

### **9.15 Successors and Assigns**

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

### **9.16 Assignment**

Neither the Company nor the Guarantor may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Prior to Closing, the Investor may assign, upon written notice to the Company, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

### **9.17 No Liability; Monitor Holding or Disposing Funds**

The Investor, the Guarantor and the Company acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Company in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and



successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing, whether in its capacity as Monitor, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Company on the one hand, and the Investor or the Guarantor on the other hand, with respect to the holding or disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any other obligation of the Monitor hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, then the Monitor may (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing into the Court for holding and disposition in accordance with the instructions of the Court, or (ii) hold the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Company and the Investor and the Guarantor directing the Monitor to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in the order.

### **9.18 Third Party Beneficiaries**

Except with respect to: (i) the Monitor as expressly set forth in this Agreement (including Section 9.17), and (ii) ResidualCo. 1 as relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo. 1 as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, 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.

### **9.19 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.


*[Remainder of page intentionally left blank. Signature page follows.]*

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


**HARTE GOLD CORP.**

By: \_\_\_\_\_  
Name: Frazer Bouchier  
Title: Chief Executive Officer

**1000025833 ONTARIO INC..**

By:  \_\_\_\_\_  
Name: Luke Tonkin  
Title: Director

**SILVER LAKE RESOURCES LIMITED,  
as Guarantor**

By:  \_\_\_\_\_  
Name: Luke Tonkin  
Title: Director

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

**HARTE GOLD CORP.**

By: Frazer Bouchier  
Name: Frazer Bouchier  
Title: Chief Executive Officer

**1000025833 ONTARIO INC..**

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

**SILVER LAKE RESOURCES LIMITED,  
as Guarantor**

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

**SCHEDULE "A" FORM OF APPROVAL AND REVERSE VESTING ORDER**

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

THE HONOURABLE ) [●], THE [●]<sup>th</sup>  
 )  
MR. JUSTICE PENNY ) DAY OF JANUARY, 2022

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**APPROVAL AND REVERSE VESTING ORDER**

**THIS MOTION**, made by Harte Gold Corp. (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, *inter alia*: (a) approving the Second Amended and Restated Subscription Agreement (the "**Subscription Agreement**") entered into by and between the Company, as issuer, 1000025833 Ontario Inc., as investor (the "**Investor**") and Silver Lake Resources Limited, as guarantor ("**Silver Lake**"), dated [●], 2022, a copy of which was attached as Exhibit [●] to the Bouchier Affidavit (as defined below, as well as all the Transactions, as defined in the Subscription Agreement (the "**Transactions**"); (b) adding [●] ("**ResidualCo. 1**") and [●] ("**ResidualCo. 2**") as applicants to these proceedings (the "**CCAA Proceedings**"); (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances; and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-10 pandemic;

**ON READING** the Motion Record of the Company, including the affidavit of Frazer Bourchier sworn January [●], 2022 (the "**Bourchier Affidavit**") and the Exhibits thereto, the Second Report (the "**Second Report**") of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the Court-appointed Monitor of the Company (the "**Monitor**"), and on being advised that the secured creditors who are likely to be affected by this Order herein were given notice;

**ON HEARING** the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for the Investor and Silver Lake, and counsel for the Appian Parties (as defined in the Bourchier Affidavit), counsel for the Company's directors and officers and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated [●], 2022;

### **SERVICE**

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

### **DEFINITIONS**

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement.

### **APPROVAL AND VESTING**

3. **THIS COURT ORDERS AND DECLARES** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation of the Subject Interests and the issuance of the Subscribed Shares to the Investor, including any such additional documents contemplated in the Subscription Agreement.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence set out in the Subscription Agreement and the steps contemplated thereunder:

- (a) the Company shall be released, from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (b) the Company shall be deemed to have: (i) transferred to ResidualCo. 1 the Excluded Assets and the Excluded Contracts Liabilities in consideration of the Excluded Assets and Contracts Promissory Note to ResidualCo. 1, and (ii) transferred to ResidualCo. 2 the Excluded Liabilities in consideration of the Excluded Liability Promissory Note to ResidualCo. 2;
- (c) all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in

connection with the share capital of the Company (the “**Subject Interest**”) shall be deemed terminated and cancelled for no consideration; and

- (d) all of the right, title and interest in and to the Subscribed Shares issued by the Company to the Investor shall vest absolutely in the Investor, and the Retained Assets will be retained by the Company, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), or any other personal property registry system or pursuant to the *Lands Title Act* (Ontario) or the *Mining Act* (Ontario) (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “B” hereto (the “**Permitted Encumbrances**”)) and, for greater certainty, all of the Encumbrances affecting or relating to the Subscribed Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscribed Shares and Retained Assets, as applicable.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of



conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Cash Consideration, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts and Excluded Liabilities had not been transferred to ResidualCo. 1 and ResidualCo. 2, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Company prior to Closing.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) Transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being

**“Persons”** and each being a **“Person”**) who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (e) any event that occurred on or prior to the delivery of the Monitor’s Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);
- (f) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;
- (g) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (h) any change of control of the Company arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

12. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 11 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company’s right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company’s rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

13. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 11 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Company under the Subscription Agreement and the related documents.

14. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

15. **THIS COURT ORDERS** that, from and after the Effective Time:

- (i) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (j) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;

- (k) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 1 or ResidualCo. 2, as applicable, in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and
- (l) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

16. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (m) the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects;
- (n) ResidualCo. 1 and ResidualCo. 2 shall be a companies to which the CCAA applies; and
- (o) ResidualCo. 1 and ResidualCo. 2 shall be added as applicants in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “*Applicant*” shall refer to and include ResidualCo. 1 and ResidualCo. 2, *mutatis mutandis*, (ii) “*Property*”, as defined in the Initial

Order granted by this Court on December 7, 2021 (as amended and/or restated, from time to time, the “**Initial Order**”), shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (including the Cash Consideration) (collectively, the “**ResidualCos. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos. Property.

17. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 16(a) hereof and the addition of ResidualCo. 1 and ResidualCo. 2 as applicants in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

18. **THIS COURT ORDERS** that, notwithstanding:

- (p) the pendency of these CCAA Proceedings;
- (q) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, ResidualCo. 1 or ResidualCo. 2 and any bankruptcy order issued pursuant to any such applications; and
- (r) any assignment in bankruptcy made in respect of the Company, ResidualCo.1 or ResidualCo. 2;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscribed

Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **RELEASES**

19. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, (i) the present and former directors, officers, employees, legal counsel and advisors of the Company and of ResidualCo. 1 and ResidualCo. 2, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors, and (iii) the Investor, its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo.1 or ResidualCo. 2 or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or

wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

## **THE MONITOR**

20. **THIS COURT ORDERS** that the Second Report and the activities of the Monitor set out in the Second Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

21. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo. 1 or Residual Co. 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2, or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

## **CURE COSTS**

24. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Subscription Agreement shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is 30 days following the Effective Time or such

later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

## **GENERAL**

25. **THIS COURT ORDERS** that, following the Effective Time, the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares and the Retained Assets.

26. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF [●] AND [●]

27. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

28. **THIS COURT DECLARES** that the Company shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof, provided that the transaction steps set out in



paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.

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**SCHEDULE A**

**Form of Certificate of Monitor**

**(see attached)**

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

THE HONOURABLE )  
 )  
MR. JUSTICE PENNY ) DAY OF JANUARY, 2022  
 )

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated December 7, 2021, which was amended and restated on December 16, 2021 (the "**Initial Order**"), Harte Gold Corp. (the "**Company**") was granted creditor-protection pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**") and FTI Consulting Canada Inc. was appointed as court-appointed monitor of the Company.

B. Pursuant to an Order of the Court dated January [●], 2022 (the "**Approval and Reverse Vesting Order**"), the Court approved the Second Amended and Restated Subscription Agreement made as of January [●], 2022 (the "**Subscription Agreement**") between the Company, as issuer, 1000025833 Ontario Inc., as investor (the "**Investor**") and Silver Lake Resources Limited, as guarantor ("**Silver Lake**"), as well as the Transactions as defined in the Subscription Agreement, which, *inter alia*, provided for : (a) the approval of the Subscription Agreement and the Transactions contemplated thereunder (b) adding [●] and [●] as applicants to these proceedings; (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and

vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances (as defined below); and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-10 pandemic;

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

**THE MONITOR CERTIFIES** that it was advised by the Company and the Investor that:

1. The Investor has satisfied the Subscription Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Investor; and
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ **[TIME]** on \_\_\_\_\_ **[DATE]**.

**FTI Consulting Canada Inc., in its capacity as  
Monitor of Harte Gold Corp., and not in its  
personal capacity**

Per: \_\_\_\_\_

Name:

Title:

## **SCHEDULE B**

### **Permitted Encumbrances**

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

**SCHEDULE "B" SISP ORDER**

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

THE HONOURABLE ) MONDAY, THE 20<sup>th</sup>  
 )  
MR. JUSTICE PENNY ) DAY OF DECEMBER, 2021

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**  
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**SISP APPROVAL ORDER**

**THIS MOTION**, made by Harte Gold Corp. (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, substantially in the form included in the Applicant's Motion Record, was heard this day via video-conference due to the ongoing COVID-19 pandemic.

**ON READING** the Notice of Motion of the Applicant, the affidavits of Frazer Bouchier respectively sworn on December 6, 2021 (the "**Initial Application Affidavit**") and December 15, 2021 (the "**Comeback Affidavit**", together with the Initial Application Affidavit, the "**Bouchier Affidavits**"), the Exhibits thereto and the First Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicant ("**FTI**" or the "**Monitor**"), filed;

**ON HEARING** the submissions of counsel for the Applicant, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited), counsel for the Appian Parties (as defined in the Bouchier Affidavits) and counsel for Orion Resource Partners (USA) LP and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of Ben Muller dated December 10, 2021;

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them under the Procedures for the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP Procedures**") or the Amended and Restated Initial Order dated December 20, 2021.

## **APPROVAL OF THE STALKING HORSE BID, THE SISP AND THE SISP PROCEDURES**

3. **THIS COURT ORDERS AND DECLARES** that the execution by the Applicant of the Amended and Restated Subscription Agreement dated as of December 15, 2021 in the form attached as Exhibit "C" to the Comeback Affidavit (the "**Stalking Horse Agreement**") is hereby authorized and approved, *nunc pro tunc*.
4. **THIS COURT AUTHORIZES** the Applicant to use the Stalking Horse Agreement as the "stalking horse bid" in the SISP (the "**Stalking Horse Bid**"). For greater certainty, nothing herein approves the transaction contemplated in the Stalking Horse Bid, and the approval of any transaction contemplated by the SISP, shall be determined on a subsequent motion made to this Court.
5. **THIS COURT ORDERS** that the SISP and the SISP Procedures, substantially in the form attached hereto, be and are hereby approved, and the Applicant and the Monitor are authorized and directed to carry out the SISP in accordance with the SISP Procedures and this Order, and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the SISP.
6. **THIS COURT ORDERS** that the Applicant, the Monitor and their respective affiliates, partners, directors, employees, advisors, lawyers, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Applicant or the Monitor, as applicable, as determined by the Court in a final order that is not subject to appeal or other review.



7. **THIS COURT ORDERS** that notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property.

8. **THIS COURT ORDERS** that the Applicant and the Monitor, or any other interested party on at least five (5) Business Days' notice to the lawyers for each of the Applicant, the Monitor and all other parties on the service list established in these proceedings, may apply to this Court for directions with respect to the SISP at any time.

#### **PIPEDA**

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant and the Monitor are hereby authorized and permitted to disclose and provide to each Qualified Bidder, personal information of identifiable individuals, including employees of the Applicant, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each Qualified Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant or the Monitor, as applicable, or, in the alternative, destroy all such information and provide confirmation of its destruction to the Applicant and the Monitor. The Successful Bidder shall maintain the privacy of such information and, upon closing of the Transaction contemplated in the Successful Bid, shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Applicant and the Monitor.

#### **GENERAL**

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

give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

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

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

A handwritten signature in blue ink, appearing to be "P. J.", is written above a solid horizontal line. The signature is stylized and cursive.

**SCHEDULE "A"**  
**SISP PROCEDURES**

## PROCEDURES FOR THE SALE AND INVESTMENT SOLICITATION PROCESS

### Introduction

- A. Since May 2021, Harte Gold Corp. ("**Harte Gold**"), with the assistance of, *inter alia*, FTI Consulting Canada Inc. ("**FTI**"), has been conducting a strategic review process (the "**Pre-Filing Strategic Process**") with a view to finding an investor or a purchaser who would allow Harte Gold to pursue its operations as a going concern and maximize value for stakeholders (the "**Opportunity**");
- B. During the Pre-Filing Strategic Process, 1000025833 Ontario Inc. (the "**Stalking Horse Bidder**") expressed interest in the Opportunity, which culminated with the execution on December 6, 2021 of a Subscription Agreement (as amended and restated on December 15, 2021, the "**Stalking Horse Bid**") between Harte Gold and the Stalking Horse Bidder, pursuant to which the Stalking Horse Bidder agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of a sale and investment solicitation process (the "**SISP**") to be undertaken within court-supervised proceedings to be commenced by Harte Gold under the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**"), and (ii) if the Stalking Horse Bidder is determined to be the Successful Bidder (as defined herein), to subscribe for and purchase from Harte Gold, the Subscribed Shares (as defined in the Stalking Horse Bid), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Harte Gold (the "**Stalking Horse Transaction**");
- C. On December 7, 2021 (the "**Filing Date**"), Harte Gold sought and obtained an initial order (as amended, supplemented or amended and restated from time to time, the "**Initial Order**") under the CCAA from the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"), pursuant to which, among other things, FTI was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**");
- D. On December 20, 2021 the CCAA Court granted an order (the "**SISP Order**"), among other things, approving the Stalking Horse Bid and the procedures set out herein (the "**SISP Procedures**");
- E. The purpose of these SISP Procedures is to set out terms and procedures for a transparent, fair and efficient solicitation process to obtain the highest or otherwise best offer for Harte Gold's equity, assets, rights, undertakings and properties (collectively, the "**Property**"); and
- F. Accordingly, these SISP Procedures describe, among other things: (a) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, (b) the manner in which bidders and bids become Qualified Bidders, Qualified Bids, and Auction Bidders, as applicable, (c) the evaluation of bids received, (d) the guidelines for the ultimate selection of the Successful Bid and/or Back-up Bid, and (e) the process for obtaining such approvals (including the approval of the CCAA Court) as may be necessary or appropriate in respect of a Successful Bid.

## **Defined Terms**

1. Capitalized terms used in these SISP Procedures and not otherwise defined have the meanings given to them below:
  - (a) “**Approval Hearing**” is defined in paragraph 2.
  - (b) “**Approval Motion**” is defined in paragraph 25.
  - (c) “**Auction**” is defined in paragraph 22.
  - (d) “**Auction Bidders**” is defined in paragraph 23.
  - (e) “**Auction Date**” is defined in paragraph 2.
  - (f) “**Back-Up Bid**” is defined in paragraph 24.(i).
  - (g) “**Back-Up Bidder**” is defined in paragraph 24.(i).
  - (h) “**Bid**” is defined in paragraph 18.
  - (i) “**Bid Deadline**” is defined in paragraph 2.
  - (j) “**Business**” means Harte Gold’s business and activities as at Filing Date.
  - (k) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
  - (l) “**CA**” means the *Competition Act*, R.S.C., 1985, c. C-34, as amended.
  - (m) “**CCAA**” is defined in the introduction.
  - (n) “**CCAA Court**” is defined in the introduction.
  - (o) “**CCAA Proceedings**” is defined in the introduction.
  - (p) “**Closing**” means the completion of the transaction contemplated by the Successful Bid.
  - (q) “**Data Room**” is defined in paragraph 11.
  - (r) “**Deposit**” is defined in paragraph 18.(h)(x).
  - (s) “**Filing Date**” is defined in the introduction.
  - (t) “**FTI**” is defined in the introduction.
  - (u) “**Harte Gold**” is defined in the introduction.
  - (v) “**ICA**” means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.
  - (w) “**Initial Order**” is defined in the introduction.
  - (x) “**Initial Overbid Amount**” means \$500,000.

- (y) **“Known Potential Bidder”** means any party identified as a potential bidder by Harte Gold, in consultation with the Monitor, whether or not such party participated in the Pre-Filing Strategic Process, and for greater certainty shall include each party that has submitted a bid in the Pre-Filing Strategic Process.
- (z) **“Monitor”** is defined in the introduction.
- (aa) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/harte>.
- (bb) **“NDA”** means a non-disclosure agreement in form and substance satisfactory to Harte Gold, in consultation with the Monitor.
- (cc) **“Opening Bid”** is defined in paragraph 24.(b).
- (dd) **“Overbid”** is defined in paragraph 24.(e).
- (ee) **“Overbid Amount”** means \$500,000 or such higher amount as Harte Gold, in consultation with the Monitor, may determine in advance of any round of bidding in the Auction to be applicable for that round of the Auction.
- (ff) **“Participation Letter”** is defined in paragraph 7.(a).
- (gg) **“Potential Bidder”** is defined in paragraph 4.
- (hh) **“Pre-Filing Strategic Process”** is defined in the introduction.
- (ii) **“Property”** is defined in the introduction.
- (jj) **“Qualified Bid”** is defined in paragraph 18.
- (kk) **“Qualified Bidder”** is defined in paragraph 0.
- (ll) **“Required Acknowledgement”** means the written acknowledgement in the form attached hereto as Schedule “[B]” to be executed by a party wishing to participate in the SISP.
- (mm) **“SISP”** is defined in the introduction.
- (nn) **“SISP Order”** is defined in the introduction.
- (oo) **“SISP Press Release”** means a press release to be issued by Harte Gold substantially in the form attached hereto as Schedule “[C]”.
- (pp) **“SISP Procedures”** is defined in the introduction.
- (qq) **“Solicitation Materials Distribution Date”** is defined in paragraph 2.
- (rr) **“Solicitation Notice”** means a notice describing the opportunity to participate in the SISP.
- (ss) **“Stalking Horse Bid”** is defined in the introduction.
- (tt) **“Stalking Horse Bidder”** is defined in the introduction.
- (uu) **“Stalking Horse Transaction”** is defined in the introduction.

- (vv) **“Subscription Agreement”** means the template subscription agreement, in a form substantially similar to the Stalking Horse Bid, to be placed in the Data Room.
- (ww) **“Successful Bid”** is defined in paragraph 24.(i).
- (xx) **“Successful Bidder”** is defined in paragraph 24.(i).
- (yy) **“Superior Offer”** means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate of the “Subscription Price” as defined in and contemplated by the Stalking Horse Transaction plus the Initial Overbid Amount, including cash consideration sufficient to pay in cash the Cash Consideration (as defined in the Stalking Horse Bid) and amounts owing to the Stalking Horse Bidder under the BNPP Credit Agreement and under the DIP Term Sheet, and (ii) Harte Gold and the Monitor, each with the assistance of their legal advisors, consider to be better than the Stalking Horse Transaction.

**Key Dates**

2. The key dates for the SISP are as follows:

<b>DATE</b>	<b>MILESTONE</b>
By no later than 1 day following the issuance by the Court of the SISP Order  <b>(“Solicitation Materials Distribution Date”)</b>	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time)  <b>(“Bid Deadline”)</b>	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022  <b>(“Auction Date”)</b>	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with paragraph 21  <b>(“Approval Hearing”)</b>	Hearing of the Approval Motion

### **Supervision of the SISP**

3. The Monitor shall supervise Harte Gold's conduct of the SISP as outlined herein. In the event that there is disagreement or clarification is required as to the interpretation or application of this SISP or the responsibilities of the Monitor or Harte Gold hereunder, the CCAA Court will have jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor, Harte Gold or any other interested party with a hearing which shall be scheduled on not less than three (3) Business Days' notice.

### **Solicitation of Interest**

4. For all purposes of this SISP, the following persons shall be considered as potential bidders (each, a "**Potential Bidder**"): (i) the Known Potential Bidders, and (ii) any other party that executes a Required Acknowledgement and is permitted by Harte Gold, with the consent of the Monitor, to participate in the SISP.
5. As soon as reasonably practicable after the granting of the SISP Order:
  - (a) the Monitor will post the SISP Order and the SISP Procedures on the Monitor's Website; and
  - (b) Harte Gold will issue the SISP Press Release with Canada Newswire designating dissemination in Canada and internationally.
6. By no later than the Solicitation Materials Distribution Date, the Monitor, on behalf of Harte Gold, shall distribute the Solicitation Notice and form of Required Acknowledgement to Known Potential Bidders inviting the Known Potential Bidders to submit a bid pursuant to these SISP Procedures.

### **Participation Requirements**

7. Subject to paragraph 8, in order to participate in the SISP, each Potential Bidder must deliver the following information and executed documents to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto:
  - (a) a letter (a "**Participation Letter**") setting forth (i) the identity, the type and the jurisdiction of organization of the Potential Bidder, (ii) the contact information for such Potential Bidder, (iii) full disclosure of the direct and indirect owners and principals of the Potential Bidder, and (iv) such financial disclosure and credit quality support or enhancement that allows Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a transaction pursuant to a Superior Offer;
  - (b) an executed NDA; and
  - (c) a copy of the Required Acknowledgment executed by the Potential Bidder.
8. Harte Gold, with the consent of the Monitor may waive compliance with paragraphs 7.(a) and 7.(b) of these SISP Procedures for any Potential Bidder that is deemed by Harte Gold, with the consent of the Monitor, to have adequately satisfied the requirements set forth in paragraphs 7.(a) and 7.(b), as applicable, during the Pre-Filing Strategic Process.



9. A Potential Bidder that has delivered the necessary documents and information in accordance with paragraphs 7 and 8 and that Harte Gold, in its reasonable business judgment, in consultation with the Monitor, determines is likely, based on the availability of financing, experience and other considerations, to be able to submit a Superior Offer by the Bid Deadline will be deemed to be a **“Qualified Bidder”**.
10. Notwithstanding paragraphs 7 to 0, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

### **Access to Data Room**

11. Harte Gold, with the assistance of the Monitor, shall provide each Qualified Bidder with access to a secure online electronic data room (the **“Data Room”**) containing due diligence information.
12. The Monitor shall coordinate all reasonable requests from Qualified Bidders for additional information and due diligence access; provided that the Monitor and Harte Gold may decline to provide (or elect to withdraw access to) due diligence information to any Qualified Bidder (other than the Stalking Horse Bidder) who, at such time and in the reasonable business judgment of Harte Gold, after consultation with the Monitor, has not established (or there is otherwise a reasonable basis to doubt), that such Qualified Bidder intends in good faith to, or has the capacity to, consummate a transaction.
13. Harte Gold also reserves its right, in consultation with the Monitor, to withhold any diligence materials that Harte Gold determines are sensitive or otherwise not appropriate for disclosure to a Qualified Bidder that Harte Gold determines is (or is affiliated with) a competitor or is otherwise an entity to which the disclosure of sensitive or competitive information, in Harte Gold’s exercise of its reasonable business judgment (in consultation with the Monitor), may risk unduly placing Harte Gold at a competitive disadvantage or make it subject to regulatory scrutiny.
14. All due diligence and information requests must be directed to the Monitor at the email addresses specified in **Schedule A** hereto.
15. Harte Gold, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives make no promise, representation, warranty, condition or guarantee of any kind, nature or description as to the information (a) contained in the Data Room, or (b) otherwise made available in connection with this SISP, except, in the case of Harte Gold only, to the extent expressly contemplated in any executed definitive sale or investment agreement with a Successful Bidder.
16. Without limiting the generality of any term or condition of any NDA between Harte Gold and any Potential Bidder or Qualified Bidder, unless otherwise agreed by Harte Gold or ordered by the CCAA Court, no Potential Bidder or Qualified Bidder shall be permitted to have any discussions with (a) any counterparty to any contract with Harte Gold, any current or former director, manager, shareholder, officer, member or employee of Harte Gold, other than in the normal course of business and wholly unrelated to Harte Gold, the potential transaction, the Confidential Information (as defined in the NDA), the SISP or the CCAA Proceedings, and (b) any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, nothing herein shall prohibit secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, from communicating with each other, solely to discuss their secured interests in Harte Gold in their capacities as secured creditors, unless such secured creditors have been advised

by the Company or the Monitor that their secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder, in which case, such communications and discussions from that point on shall be made in the presence of the Monitor. At no time shall such secured creditors be entitled to communicate or discuss with one another or with any other Potential Bidder, Qualified Bidder or Auction Bidder regarding the SISF or any bids submitted or contemplated to be submitted pursuant thereto.

### **Qualified Bids**

17. A Qualified Bidder that wishes to make a bid must deliver their bid to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto so as to be actually received by the Monitor not later than the Bid Deadline.
18. All offers submitted to the Monitor ("**Bids**") for consideration in accordance with paragraph 17, other than the Stalking Horse Bid which is deemed a Qualified Bid, must comply with all of the following requirements (any such complying Bid, a "**Qualified Bid**"):
  - (a) Subscription/Purchase Price: Each Bid must clearly set forth the subscription/purchase price in Canadian dollars, stated on a total enterprise value basis, (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);
  - (b) Executed Subscription Agreement or other Transaction Agreement: Each bid must be made by way of the submission of (a) a Subscription Agreement or (b) or such other form of transaction document as the Qualified Bidder may choose, in each case executed by the Qualified Bidder;
  - (c) Mark-up: Each Bid must include a full mark-up comparison of their executed Subscription Agreement or other form of transaction document against the form of Subscription Agreement (including all schedules and exhibits thereto) included in the Data Room, as well as any proposed forms of Orders to be sought from the CCAA Court.
  - (d) Bid Deadline: Each Bid must be received by the Bid Deadline as set forth herein;
  - (e) Superior Offer: Each Bid must represent a Superior Offer;
  - (f) Capital Structure: Each Bid must include information to enable Harte Gold and the Monitor to review and assess the financing/cash available post-closing to fund the business, and implement post-closing measures and transactions.
  - (g) Irrevocable Offer: Each Bid must be irrevocable until the earlier of (A) the approval by the CCAA Court of a Successful Bid (and the Back-Up Bid) and (B) 45 days following the Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the Closing (or the outside date as set forth therein);
  - (h) Executed Documents: Each Bid must be accompanied by a duly authorized and executed Subscription Agreement or other form of transaction document and an electronic copy of such agreement, as well as duly authorized and executed transaction documents necessary to effectuate the transactions contemplated

thereby;

- (i) Financial Wherewithal: Each Bid must include (A) written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction, and (B) the identification of any person or entity who may provide debt or equity financing for the Bid and any material conditions to be satisfied in connection with such financing;
- (ii) Authorization: Each Bid must include evidence, in form and substance reasonably satisfactory to Harte Gold, in consultation with the Monitor, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Bid;
- (iii) No Other Authorization, Diligence, Financing Conditions: Each Bid must not be conditional upon the following:
  - A. any internal approval(s);
  - B. the outcome of unperformed due diligence by the Qualified Bidder; or
  - C. obtaining financing;
- (iv) Identity: Each Bid must fully disclose the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (v) Contact Information: Each Bid must contain contact information for any business, financial or legal advisors retained or to be retained in connection with the proposed transaction;
- (vi) Regulatory Approvals: Each Bid must outline any anticipated regulatory and other approvals required to close the transaction, including any approvals under the CA and ICA, and the anticipated time frame and any anticipated impediments for obtaining such approvals and confirms that the Qualified Bidder will make and submit all necessary and applicable regulatory filings and pay all fees associated therewith;
- (vii) Disclaimer of Fees: Each Bid must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation;
- (viii) Treatment of Employees: Each Bid must include full details of the Qualified Bidder's intention towards offering continued employment to Harte Gold's employees and by providing details on the terms and conditions of employment that will be offered to any continuing employees. For greater certainty, each Bid must include the proposed number of employees of Harte Gold who will become employees of the bidder or remain employees of the Business. Each Bid must also include details on how the Qualified Bidder intends to address Harte Gold's

contemplated actions towards its employee population in the context of the restructuring process;

- (ix) Timeline: Each Bid must provide a timeline to closing with critical milestones;
  - (x) Deposit: Each Bid, including the Stalking Horse Bid, must be accompanied by a refundable deposit (the “**Deposit**”) in the form of a wire transfer to an account specified by the Monitor, payable to the order of the Monitor, on behalf of Harte Gold, in trust, in an amount equal to five percent (5%) of the cash consideration contemplated by the Bid (including the Stalking Horse Bid), to be held and dealt with in accordance with the terms of this SISP;
  - (xi) Terms of Court Order(s): Each Bid must describe the key terms and provisions to be included in any order of the CCAA Court approving the contemplated transaction;
  - (xii) Precedent Investments in the Mining Industry: Each Bid must provide any relevant details of the previous investments or acquisitions, or any other experience a Qualified Bidder has and deemed relevant by such Qualified Bidder, in the mining industry, including the date, nature of the investment, amount invested, geography and any other relevant information related to such investment;
  - (xiii) Prospective Plans: Each Bid should include the Qualified Bidder’s proposed plans for Harte Gold following consummation of a potential transaction, including intentions for Harte Gold’s operations as well as for management, employees and facilities;
  - (xiv) Confirmation of no Collusion. Each Auction Bid should include confirmation by the Qualified Bidder that it has not engaged in any discussions or any other collusive behaviour with any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted in the SISP; and
  - (xv) Other Information: Each Bid must contain such other information as may be reasonably requested by Harte Gold or the Monitor from time to time.
19. Notwithstanding anything herein to the contrary, Harte Gold, in consultation with the Monitor, will review and assess each Bid to determine whether such Bid is a Qualified Bid. In performing such review and assessment, Harte Gold, in consultation with the Monitor, may evaluate the following non-exhaustive list of considerations: (a) the subscription/purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing of the transaction; (c) the claims likely to be created by such Bid in relation to other Bids; (d) the counterparties to the transaction; (e) the terms of transaction documents, including, if applicable, the proposed revisions to the Stalking Horse Bid; (f) the closing conditions and other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; (h) the assets included or excluded from the Bid; (i) any restructuring costs that would arise from the Bid; (j) the likelihood and timing of consummating the transaction, (k) the financing or cash pro forma available post-closing to fund Harte Gold’s Business; (l) the capital sufficient to implement post-closing

measures and transactions; and (m) proposed treatment of the employees.

20. Harte Gold, in consultation with the Monitor, may reject any Bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these SISF Procedures; (iii) contrary to the best interest of Harte Gold; or (iv) not a Qualified Bid; provided that Harte Gold may, in consultation with the Monitor, waive strict compliance with any one or more of the requirements specified in paragraph 18 above and deem a non-compliant Bid to be a Qualified Bid.

### **Auction; Successful Bid**

21. In the event that no Qualified Bid other than the Stalking Horse Bid is received, then (a) there will be no auction, (b) the Stalking Horse Bid will be deemed to be the Successful Bid, and (c) Harte Gold shall seek approval and authority to consummate the Stalking Horse Bid and the transactions provided for therein at the Approval Hearing.
22. If one or more Qualified Bids other than the Stalking Horse Bid are received, then Harte Gold, in consultation with the Monitor, shall conduct an auction to determine the highest or otherwise best Qualified Bid (the "**Auction**").
23. If the Auction is to take place, then as soon as practicable prior to the Auction, Harte Gold shall provide the Stalking Horse Bidder and all Qualified Bidders having submitted a Qualified Bid (the Stalking Horse Bidder and all Qualified Bidders, together, "**Auction Bidders**") with details of the time and place for the Auction and a copy of the Opening Bid for the Auction.
24. The Auction shall commence on the Auction Date and shall be held at the Toronto office of Stikeman Elliott LLP or by videoconference or such other arrangement acceptable to the Monitor. If the Auction is held at the Toronto office of Stikeman Elliott LLP and any Auction Bidder requests to participate by videoconference, Harte and the Monitor shall facilitate participation by videoconference. The Auction shall be conducted according to the following procedures:
  - (a) Participation: Harte Gold, in consultation with the Monitor, shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Each Auction Bidder must have, present or available, the individual or individuals with the necessary decision-making authority to submit Overbids and to make such necessary and ancillary decisions as may be required during the Auction. Only the authorized representatives, including counsel and other advisors, of Harte Gold, the Monitor, and each of the Auction Bidders shall be permitted to attend the Auction.
  - (b) Rounds. Bidding at the Auction shall be conducted in rounds. The Qualified Bid determined by Harte Gold and the Monitor to have the highest and/or best value shall constitute the "**Opening Bid**" for the first round of bidding. The highest and/or best Overbid at the end of each round shall constitute the "**Opening Bid**" for the following round. Harte Gold, in consultation with the Monitor, shall determine what constitutes the Opening Bid for each round in accordance with the assessment criteria set out in paragraph 24.(d) below. In each round, an Auction Bidder may submit no more than one Overbid. Harte Gold, in consultation with the Monitor, may impose such time limits for the submission of Overbids as it deems reasonable. For clarity, the Stalking Horse Bidder may submit an Overbid.

- (c) Failure to Submit an Overbid. If, at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder that submitted the Opening Bid for such round) fails to submit an Overbid, then such Auction Bidder may not participate in any future round of bidding at the Auction. Any Auction Bidder that submits an Overbid during a round (including the Auction Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. Any Auction Bidder that fails to submit an Overbid in a round (other than the Auction Bidder that submitted the Opening Bid for such round) may be required by Harte Gold and the Monitor to leave the Auction.
- (d) Bid Assessment Criteria. Harte Gold, in consultation with the Monitor, shall determine which Qualified Bid constitutes the Opening Bid for the first round of bidding and the determination of which Overbid constitutes the Opening Bid for each subsequent round of bidding, taking into account all factors that Harte Gold and the Monitor, with the assistance of their advisors, reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 19, above.
- (e) Overbids. All bids made during the Auction must be Overbids and shall be submitted in a form to be determined by Harte Gold, in consultation with the Monitor. The identity of each Auction Bidder and all material terms of each Overbid may be fully disclosed by Harte Gold to all other Auction Bidders participating in the Auction. The Monitor shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid (as defined below) and the Back-Up Bid. To be considered an “**Overbid**”, a bid made during the Auction must satisfy the following criteria:
  - (i) Minimum Consideration. The overall amount of consideration of any Overbid shall not be less than the value of the Opening Bid of the applicable round of bidding, plus the Overbid Amount; and
  - (ii) Remaining terms are the same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Bid set forth in paragraph 18 above (provided, for greater certainty, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits (subject to subsection (h) hereof)). To the extent not previously provided (which shall be determined by Harte Gold in consultation with the Monitor), an Auction Bidder submitting an Overbid must submit, as part of its Overbid, evidence acceptable to Harte Gold, in consultation with the Monitor, demonstrating such Auction Bidder’s ability (including financial ability) to close the transaction contemplated by its Overbid;
- (f) Overbid Alterations: An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the prior Overbid so long as, after giving effect to the same, the terms of the new Overbid are no less favorable than any prior Overbid of such Auction Bidder, as determined by Harte Gold in consultation with the Monitor.
- (g) Announcing Highest Overbids. At the end of each round of bidding, Harte Gold, in consultation with the Monitor, shall (i) review each Overbid made in such round; (ii) identify the highest and/or best Overbid; and (iii) announce the terms of such highest and/or best Overbid to all Auction Bidders entitled to participate in the next round of bidding. Such highest and/or best Overbid shall be the Opening

Bid for the next round of the Auction.

- (h) Adjournments. Harte Gold, in consultation with the Monitor, may, in its reasonable business judgment, make one or more adjournments in the Auction to, among other things: (i) facilitate discussions with individual Auction Bidders, including any discussion, negotiation or clarification of any Overbid; (ii) allow individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and/or best Overbid at any given time during the Auction; (iv) give Auction Bidders the opportunity to provide such additional evidence as Harte Gold may require, in its reasonable business judgment, that the Auction Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the Overbid amount; and (v) subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, may consider appropriate, facilitate any appropriate consultation by Harte Gold and/or Auction Bidders with third party stakeholders.
- (i) Closing the Auction. If, in any round of bidding, no Overbid is made, the Auction shall be closed and Harte Gold, in consultation with the Monitor and legal advisors: (i) declare the last Opening Bid as the successful Bid (the “**Successful Bid**” and the party submitting such Successful Bid, the “**Successful Bidder**”); (ii) immediately review the other Overbids made in the previous round (or the Qualified Bid if no Overbids were made at the Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) (the “**Back-Up Bid**” and the party submitting such Back-Up Bid, the “**Back-Up Bidder**”); and (iii) advise the Successful Bidder and the Back-Up Bidder of such determinations and all other Auction Bidders that they are not a Successful Bidder or a Back-Up Bidder. If a Back-up Bid is identified in accordance with this SISP, then such Back-up Bid shall remain open until the closing of the transaction contemplated by the Successful Bid.
- (j) Executed Documentation: The Successful Bidder and the Back-up Bidder (if any) shall, within two (2) Business Days after the conclusion of the Auction, or such longer delay acceptable to Harte Gold, in consultation with the Monitor, submit to Harte Gold executed revised documentation memorializing the terms of the Successful Bid and the Back-up Bid (if any). The Successful Bid and the Back-up Bid may not be assigned to any party without the consent of Harte Gold.
- (k) Reservation of Rights.
  - (i) Notwithstanding anything herein to the contrary, Harte Gold shall be under no obligation to accept the highest or the best Overbid or any Qualified Bid (other than the Stalking Horse Bid if no higher or better Qualified Bid is accepted) or to pursue or hold an Auction or to select any Successful Bid and/or Back-up Bid.
  - (ii) Harte Gold reserves its rights to modify the conduct of the Auction at any time, acting reasonably, in consultation with the Monitor, in any manner that would best promote the goals of the Auction process, including to select the Successful Bid and/or Back-up Bid prior to the completion of the Auction.
- (l) No Collusion. Each Auction Bidder shall be required to confirm that it has not engaged in any discussions or any other collusive behaviour with respect to the

submissions of Overbids. Harte Gold, in consultation with the Monitor, may permit discussions between Auction Bidders at the Auction, subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, considers appropriate. The parties agree that discussions between secured creditors of Harte Gold, including their affiliates, and their legal or financial advisors, regarding their secured interests in Harte Gold, shall not constitute collusive behaviour provided that such secured creditors comply with the requirements of paragraph 16 hereof.

### **Approval Motion**

25. Harte Gold shall apply to the CCAA Court (the “**Approval Motion**”) for an order approving the Successful Bid and authorizing Harte Gold to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid. Such order shall also approve the Back-Up Bid, if any, in the event that the Successful Bid does not close for any reason.
26. The hearing of the Approval Motion will be held on the date of the Approval Hearing. The Approval Motion may be adjourned or rescheduled by Harte Gold or the Monitor, in consultation with the Successful Bidder, without further notice by an announcement of the adjourned date at the Approval Motion, or by notice to the service list in the CCAA Proceedings.
27. All Qualified Bids (other than the Successful Bid and the Back-Up Bid) will be deemed rejected on the date of approval of the Successful Bid by the CCAA Court.

### **Closing the Successful Bid**

28. Harte Gold and the Successful Bidder shall take all reasonable steps to complete the transaction contemplated by the Successful Bid as soon as possible after the Successful Bid is approved by the CCAA Court. If the transaction contemplated by the Successful Bid has not closed by the outside date provided for in the Successful Bid or the Successful Bid is terminated for any reason prior to the outside date provided for in the Successful Bid, Harte Gold may elect, with the consent of the Monitor, to seek to complete the transaction contemplated by the Back-Up Bid, and will promptly seek to close the transaction contemplated by the Back-Up Bid. The Back-Up Bid will be deemed to be the Successful Bid and Harte Gold will be deemed to have accepted the Back-Up Bid only when Harte Gold has made such election and provided written notice of such determination to the Successful Bidder and the Back-Up Bidder.

### **General**

29. All Deposits will be retained by the Monitor and deposited in a trust account. The Deposit (without interest thereon) paid by the Successful Bidder and Back-Up Bidder whose bid(s) is/are approved at the Approval Motion will be applied to the subscription/purchase price to be paid or investment amount to be made by the Successful Bidder and/or Back-Up Bidder, as applicable upon closing of the approved transaction and will be non-refundable, other than in the circumstances set out in the Successful Bid or the Back-Up Bid, as applicable. The Deposits (without interest) of Qualified Bidders and Auction Bidders not selected as the Successful Bidder and Back-Up Bidder will be returned to such bidders within five (5) Business Days after the selection of the Successful Bidder and Back-Up Bidder or any earlier date as may be determined by Harte Gold, in consultation with the Monitor. The Deposit of the Back-Up



Bidder, if any, shall be returned to such Back-Up Bidder no later than five (5) Business Days after Closing.

30. If a Successful Bidder breaches its obligations under the terms of the SISP, its Deposit shall be forfeited as liquidated damages and not as a penalty.
31. All bidders (including Auction Bidders and Qualified Bidders) shall be deemed to have consented to the exclusive jurisdiction of the CCAA Court and waived any right to apply to another jurisdiction in connection with any disputes relating to the SISP, including the qualification of bids, the Auction, if any, the construction and enforcement of the SISP, the transaction documents and the Closing, as applicable.
32. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.
33. There will be no amendments to this SISP without the consent of the Monitor and Harte Gold and, if such modification or amendment materially deviates from the key dates contemplated in Section 2 hereof, with the written consent of the Stalking Horse Bidder, or with the approval of the CCAA Court.
34. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, or any obligation to enter into any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, other than as specifically set forth in a definitive agreement that may be signed with Harte Gold.
35. Neither Harte Gold nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid and Back-Up Bid.

## SCHEDULE A

### Contact Information

#### Monitor

**FTI CONSULTING CANADA INC.**

TD South Tower,  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
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**Attention of:**

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**Jeffrey Rosenberg**

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**Dean Mullett**

Tel: (416) 816-0733  
Email: dean.mullett@fticonsulting.com

**SCHEDULE B**

**Required Acknowledgement**

**Acknowledgement of the Sale and Investment Solicitation Process**

**TO:** Harte Gold Corp. (“**Harte Gold**”)

**AND TO:** FTI Consulting Canada Inc., as monitor in the CCAA proceedings (the “**Monitor**”)

**RE:** Sale and Investment Solicitation Process in respect of Harte Gold

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On December 7, 2021, the Ontario Superior Court of Justice [Commercial List] (the “**CCAA Court**”) granted an initial order (the “**Initial Order**”) in respect of Harte Gold pursuant to the *Companies’ Creditors Arrangement Act*, and FTI Consulting Canada Inc. was appointed as Monitor of Harte Gold.

On December 20, 2021, the CCAA Court granted, *inter alia*, an order (the “**SISP Order**”) approving the conduct of a sale and solicitation process (the “**SISP**”) by Harte Gold, with the assistance of the Monitor, in accordance with the procedures attached to the SISP Order (the “**SISP Procedures**”).

The undersigned hereby acknowledges having received a copy of the SISP Order and of the SISP Procedures, and that in order to participate in the SISP and submit a Bid (as defined in the SISP Procedures) that will be considered by Harte Gold, in consultation with the Monitor and their respective advisors, the undersigned must comply with the terms and provisions of the SISP Order and the SISP Procedures, which the undersigned hereby agrees to do.

This \_\_\_\_ day of \_\_\_\_\_, 2021.

**[Insert Interested Party name]**

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By:  
Title:

**SCHEDULE C**

**SISP Press Release**

## Harte Gold Announces Extension of Stay Period, Approval of Increased DIP Financing and Approval of Sale and Investment Solicitation Process

**Toronto – December 20, 2021** – As previously announced, on December 7, 2021, HARTE GOLD CORP. (“**Harte Gold**” or the “**Company**”) (TSX: HRT / OTC: HRTFF / Frankfurt: H4O) was granted creditor protection pursuant to an order (the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Pursuant to the Initial Order, the Company obtained protection from its creditors for an initial period of ten (10) days (the “**Stay Period**”) and FTI Consulting Canada Inc. was appointed as monitor of the Company (in such capacity, the “**Monitor**”).

On December 16, 2021, the Court granted an order pursuant to which the Stay Period was extended until December 21, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$2.5 million,

On December 20, 2021, the Court granted an Amended and Restated Initial Order (the “**ARIO**”) pursuant to which, *inter alia*, the Stay Period was extended until January 31, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$10.8 million.

On December 20, 2021 also, the Court also granted an order (the “**SISP Order**”) authorizing the Company to conduct, with the assistance of the Monitor, a sale and investment solicitation process (the “**SISP**”) in accordance with certain terms and conditions relating thereto (the “**SISP Procedures**”). As part of the SISP Order, the Court approved the Company’s execution of a subscription agreement (the “**Subscription Agreement**”) with 1000025833 Ontario Inc. (the “**Investor**”), a wholly-owned indirect subsidiary of Silver Lake Resources Limited (“**Silver Lake**”) (ASX: SLR) and the use of the Subscription Agreement as a “stalking horse bid” (the “**Stalking Horse Bid**”) in the context of the SISP, in order to establish the baseline consideration for the Company’s business and assets. Interested parties are invited to participate in the SISP and submit a superior proposal (each a “**Superior Proposal**”) to the Stalking Horse Bid. If no Superior Proposal is submitted to the Company and the Monitor as part of the SISP, the Investor shall be declared the successful bidder at the conclusion of the SISP and, if the transaction contemplated in the Subscription Agreement is subsequently approved by the Court, the Investor will become the sole shareholder of Company, which will continue its business and operations as a going concern. The SISP is intended to secure the highest or otherwise best offer for the Company’s business and assets, for the benefit of all stakeholders.

In order to participate in the SISP and obtain access to a virtual data room, all interested parties must comply with the terms and conditions set forth in the SISP Procedures, a copy of which is attached to the SISP Order and is also available on the Monitor’s website at <http://cfcanada.fticonsulting.com/harte>. Parties interested in participating in the SISP, should contact the Monitor at [hartegold@fticonsulting.com](mailto:hartegold@fticonsulting.com).

All bids must be submitted to the Monitor by no later than January 14, 2022 at 5:00 p.m. (prevailing Eastern Time).

## **Additional Information**

Further updates will be provided as appropriate. A copy of the Initial Order, the ARIO, the SISP Order, the SISP Procedures and all materials related thereto, as well as any other information regarding the CCAA proceedings, are available on the Monitor's website at <http://cfcanada.fticonsulting.com/harte>.

## **About Harte Gold Corp.**

Harte Gold holds a 100% interest in the Sugar Zone mine located in White River, Canada. The Sugar Zone Mine entered commercial production in 2019. The Company has further potential through exploration at the Sugar Zone Property, which encompasses 81,287 hectares covering a significant greenstone belt. Harte Gold trades on the TSX under the symbol "HRT", on the OTC under the symbol "HRTFF" and on the Frankfurt Exchange under the symbol "H4O".

**For further information, please visit [www.hartegold.com](http://www.hartegold.com) or contact:**

Shawn Howarth

Vice President, Corporate Development and Investor Relations

Tel: 416-368-0999

E-mail: [sh@hartegold.com](mailto:sh@hartegold.com)

## **Cautionary note regarding forward-looking information:**

*This news release includes "forward-looking statements", within the meaning of applicable securities legislation, which are based on the opinions and estimates of management and are subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar words suggesting future outcomes or statements regarding an outlook. Specific forward-looking statements in this press release include, but are not limited to, the Stay Period expiring on January 31, 2022; the Investor, if it is the successful bidder at the conclusion of the SISP and is approved by the Court, becoming the sole shareholder of Company in a transaction which provides for the continuation of its business and operations as a going concern; the DIP Financing providing Harte Gold with the liquidity required to continue the operations of Sugar Zone Mine until closing of a transaction; there being no recovery for holders of existing equity interests in the Company unless the successful bid at the conclusion of the SISP provides for significantly higher value than the Subscription Agreement; further updates being provided as appropriate; and the Company having further potential through exploration at the Sugar Zone Property. Forward-looking statements are necessarily based upon a number of estimates and assumptions including material estimates and assumptions related to the factors set forth below that, while considered reasonable by the Company as at the date of this press release in light of management's experience and perception of current conditions and expected developments, are inherently subject to significant business, economic, and competitive uncertainties and contingencies. Known and unknown factors could cause actual results to differ materially from those projected in the forward-looking statements, and undue reliance should not be placed on such statements and information. Such risks and uncertainties include, but are not limited to, the Strategic Review Process failing to result in a transaction that provides value to the Company's stakeholders; the Company being unable to secure sufficient financing to complete the Strategic Review Process; the Company being unable to continue as a going concern; the risk that the Company will not have adequate sources of funding to finance the Company's operations in the near future; the risk that the Company will not be able to obtain sufficient financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes; the risk that the Company has insufficient assets to meet its liabilities or satisfy its creditors; the Company being able to attract and retain qualified candidates to join the Company's management team and board of directors, risks associated with the mining industry, including operational risks in exploration, development and production; delays or changes in plans with respect to exploration or development projects or capital expenditures; the uncertainty of reserve estimates; the uncertainty of estimates and projections in relation to production, costs and expenses; the uncertainty surrounding the ability of the Company to obtain all permits, agreements, consents or authorizations required for its operations and activities; and health, safety and environmental risks, the risk of commodity price and foreign exchange rate fluctuations, the ability of Harte Gold to fund the capital and operating expenses necessary to achieve the business objectives of Harte Gold, the uncertainty associated with commercial negotiations and negotiating with contractors and other parties and risks*

*associated with international business activities, as well as other risks and uncertainties which are more fully described in the Company's Annual Information Form dated March 30, 2021, and in other filings of the Company with securities and regulatory authorities which are available on SEDAR at [www.sedar.com](http://www.sedar.com). Due to the risks, uncertainties and assumptions inherent in forward-looking statements, prospective investors in securities of the Company should not place undue reliance on these forward-looking statements. Readers are cautioned that the foregoing list of risks, uncertainties and other factors are not exhaustive. The forward-looking statements contained in this news release are made as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking statements or in any other documents filed with Canadian securities regulatory authorities, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws. The forward-looking statements are expressly qualified by this cautionary statement. The Toronto Stock Exchange has not reviewed and does not accept responsibility for the adequacy or accuracy of this news release.*



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

Court File No.: CV-21-00673304-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

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**AMENDED AND RESTATED  
INITIAL ORDER**

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**STIKEMAN ELLIOTT LLP**

Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

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**Lawyers for the Applicant**

## **SCHEDULE "C" EXCLUDED ASSETS**

Any and all of the Company's rights in respect of the retainers paid to Stikeman Elliott LLP, FTI Consulting Canada Inc., Goodmans LLP and Thornton Grout Finnigan LLP.

## **SCHEDULE "D" EXCLUDED CONTRACTS<sup>1</sup>**

1. All financing agreements other than the BNPP Credit Agreement, including without limitation:
  - a) Financing Agreement dated July 13, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp. and any amendments thereto including the Amending Agreement to the Financing Agreement dated August 28, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp.
  - b) Facility Agreement dated August 28, 2020, as between AHG (Jersey) Limited and Harte Gold Corp.
  - c) Bridge Loan Agreement dated May 3, 2018, as between ANR Investments B.V. and Harte Gold Corp.
2. Any and all employment agreements with Terminated Employees
3. The following engagement agreements:
  - a) Engagement Letter dated June 4, 2021, as between Jeffries LLC and Harte Gold Corp.
  - b) Engagement Agreement dated May 24, 2021, as between Scotia Capital Inc. and Harte Gold Corp.
  - c) Engagement Letter dated January 15, 2021, as between CIBC World Markets Inc. and Harte Gold Corp.
  - d) Engagement Letter dated June 8, 2021, as between Odeon Capital Group LLC and Harte Gold Corp.
  - e) Engagement Letter, dated June 3, 2021, between FTI Consulting Canada Inc. and Stikeman Elliott LLP, as subsequently amended on June 25, 2021.
4. All subscription agreements, including, without limitation:
  - a) Subscription, Standby Commitment and Facility Extension Agreement dated June 6, 2019, as between ANR Investments B.V. and Harte Gold Corp.
  - b) Subscription Agreement dated March 18, 2021, as between New Gold Inc. and Harte Gold Corp.
  - c) Subscription Agreement dated November 23, 2016, as between ANR Investments B.V. and Harte Gold Corp.
  - d) Subscription Agreement dated December 29, 2017, as between Orion Mine Finance Fund II LP and Harte Gold Corp.

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<sup>1</sup> References to "Excluded Contracts" in this section shall include all related security and other documents to which Harte is party.

## **SCHEDULE "E" EXCLUDED LIABILITIES**

1. All Liabilities relating to or arising from the Retained Contracts, prior to the commencement of the CCAA Proceedings, which are not royalties, Cure Costs or otherwise Pre-Filing Trade Amounts payable under the Retained Contracts (where such royalties, Cure Costs or Pre-Filing Trade Amounts shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap).
2. Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Company relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date, excluding, solely, any regulatory or environmental Liabilities owed to any Governmental Authority
3. All Liabilities relating to or arising from the Facility Agreement dated August 28, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between AHG (Jersey) Limited and Harte Gold Corp.
4. All Liabilities relating to or arising from the Financing Agreement dated July 14, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between ANR Investments 2 B.V. and Harte Gold Corp.

**SCHEDULE "F" ENCUMBRANCES TO BE DISCHARGED**

## SCHEDULE "G" RETAINED CONTRACTS

All Contracts which are not listed as Excluded Contracts in Schedule D, including without limitation:

1. Contract No. HGC 18-6263 dated October 1, 2018, as between Glencore Canada Corporation and Harte Gold Corp. and any amendments thereto including Amendment No. 1 to Contract No. HGC 18-6263 dated May 27, 2019, as between Glencore Canada Corporation and Harte Gold Corp. and Amendment No. 2 to Contract No. HGC 18-6263 dated February 27, 2020, as between Glencore Canada Corporation and Harte Gold Corp.
2. Any obligations of the Company under the ISDA Master Agreement and Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company
3. All offtake agreements, including without limitation:
  - a) Offtake Agreement dated July 14, 2020, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
  - b) Offtake Agreement dated January 9, 2018, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
  - c) Offtake Agreement dated December 29, 2017, as between Orion (OMF Fund II SO Ltd.) and Harte Gold Corp. and any amendments thereto
4. All royalty agreements, including without limitation:
  - a) Royalty Agreement dated December 19, 2019, as between 2729992 Ontario Corp. and Harte Gold Corp.
  - b) Royalty Agreement dated August 28, 2020, as between 2729992 Ontario Corp. and Harte Gold Corp.
  - c) Net Profits Royalty, Schedule 3 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
  - d) Net Smelter Royalty, Schedule 4 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
  - e) Option Agreement dated June 28, 2010 between Harte Gold Corp., Lloyd Halverson, Eugene Belisle and John E. Ternowesky
  - f) Net Smelter Royalty, Schedule B to the Property Option Agreement dated August 14, 2017, as between Lloyd Halverson, Doug Kakeeway, John E. Ternowesky, and Harte Gold Corp.
5. The Impact Benefits Agreement dated April 2018 between Pic Mobert First Nation and Harte Gold Corp. (the "**Impact Benefits Agreement**");

6. The lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario;

## **SCHEDULE "H" SPECIFIC ASSUMED LIABILITIES**

1. All Liabilities in respect of Employees, except for Liabilities relating to Terminated Employees



## **SCHEDULE "I" PERMITTED ENCUMBRANCES**

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

**SCHEDULE "J" PERMITS AND LICENSES**

See Schedule "L".

**SCHEDULE "K" MINERAL TENURES**

**Part I – Freehold Properties**

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
1.	None	White River	Freehold	31082-0218	PCL 4507 SEC A WS; PT FARM LOCATION CK74 HUNT AS IN LT50339; WHITE RIVER	SR/MR
2.	None	White River	Freehold	31082-0219	PCL 4508 SEC AWS; PT FARM LOCATION CK74 HUNT AS IN L T50340; WHITE RIVER	SR/MR
3.	None	White River	Freehold	31082-0234	PCL 11183 SEC AWS; PT FARM LOCATION CK77 HUNT PT 1 1R6484; WHITE RIVER	SR/MR

**Part II – Leasehold Properties**

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
4.	1069328 TO 1069331 INCLUSIVE, SSMI069334, SSM1069335, SSMI069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSMI069327, SSM1069337, SSMI069338, SSMI069339, SSMI069348, SSM1069349, SSMI069350	Hambleton and Odium	Leasehold	31053-0001	MINING CLAIMS I 069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSMI069336, SSM1069340, SSM1069341, SSMI069342, SSM1069347, SSMI135498, SSMI182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348, SSM1069349, SSM1069350 BEING PTS 1,2,3,4,5,6,7,8,9 PL IRI3039, EXCEPT SURFACE RIGHTS BEING PTS 2 TO 9 INCLUSIVE PL 1RI3039 HAMBLETON, ODLUM	SR/MR - Pt I, Plan IRI3039  MRO - Pts 2-9, Plan IR13039

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
5.	SSMI069332, SSMI069333, SSMI069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI069346	Hambleton	Leasehold	31054- 0003	MINING CLAIMS SSM1069332, SSMI069333, SSM1069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI 069346 HAMBLETON PT 1 IR 13011; DISTRICT OF ALGOMA	SR/MR
6.	PT MINING CLAIM SSM1232640	Gourlay and Strickla	Leasehold	31054- 0004	PT MINING CLAIM SSM 1232640 GOURLAY & STRICKLAND PT 2 IRI3011; DISTRICT OF ALGOMA	SR/MR
7.	PT MINING CLAIM SSM1235595	Gourlay	Leasehold	31054- 0005	PT MINING CLAIM SSM1235595 GOURLAY PT 3 IR 13011; DISTRICT OF ALGOMA	SR/MR
8.	PT MINING CLAIMS SSMI069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595	Hambleton, Gourlay, Strickland and Odium	Leasehold	31054- 0006	MINING RIGHTS ONLY PT MINING CLAIMS SSM1069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595 HAMBLETON, GOURLAY, STRICKLAND & ODLUM PTS 4-9 IR 13011; DISTRICT OF ALGOMA	MRO
9.	SSM937771, SSM937772, SSM937772, SSMI043806, SSMI043807, SSMI043808, SSMI043809, SSM1043810, SSMI069352, SSMI069353,	Hambleton, Odium and Strickland	Leasehold	31077- 0001	MINING CLAIMS SSM937771, SSM937772, SSM937772, SSMI043806, SSM1043807, SSM1043808, SSMI043809, SSMI043810, SSMI069352, SSMI069353,	SR/MR- Ptl, Plan IRI3019  MRO- Pts 2-8, Plan IR13019

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSMI069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSM1140642, SSMI140643, SSMI140644, SSM1140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659, SSMI140660				SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSM 1069368, SSMI069369, SSMI069370, SSMI069371, SSMI140638, SSMI140639, SSMI140640, SSMI140641, SSMI140642, SSMI140643, SSMI140644, SSMI140645, SSMI140646, SSMI140647, SSMI140658, SSM1140659 & SSM1140660 BEING PTS 1,2,3,4,5,6, 7 & 8 PL 1R13019 EXCEPT SURFACE RIGHTS BEING PTS 2 TO 8 INCLUSIVE PL IR13019 1- IAMBLETON,ODLUM & STRICKLAND; CITY OF SAULT STE. MARIE	
10.	SSM937770, SSMI043803, SSM1043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250,	Hambleton and Odium	Leasehold	31078- 0001	MINING CLAIMS SSM937770, SSMI043803, SSM I 043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSM1078252, SSMI135499, SSM1194337 &	SR/MR- Pts 1,2, 3, 6 &10, Plan 1RI3038  MRO - Pts 4, 5, 7, 8, 9& 1 L Plan IRI3038

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSM1078251, SSMI078252, SSM1135499, SSM1194337, SMMI194340				SMM1194340 BEING PTS 1 TO 11 PL I R13038 EXCEPT SURFACE RIGHTS BEING PTS 4,5,7,8,9 & 11 PL IR13038 HAMBLETON ODLUM; CITY OF SAULT STE. MARIE	

### **Part III – Unpatented Mining Claims**

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
100110	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
102261	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
102955	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102956	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102957	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
103256	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
103795	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
104062	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
108657	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
110507	Claim	Active	2018-04-10	2022-12-03	(142281) HARTE GOLD CORP.	1	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
111378	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111755	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111802	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
112652	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
113014	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
115744	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115745	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115746	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
115851	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
117345	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
117527	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118071	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
118285	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118287	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
119804	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
122945	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
125756	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
125769	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125817	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125852	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
127131	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
130537	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
131794	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
132528	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
133127	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
133689	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
133770	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
133895	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
134919	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
136581	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
136582	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
137166	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
141005	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
142088	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
142560	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
142645	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
142714	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
150290	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
150356	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
150477	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
151061	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
151151	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
151747	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
151748	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
153728	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154316	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154634	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
154859	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
155027	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
155301	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
155471	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155472	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
156716	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
157827	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
159665	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
159846	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
162381	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167174	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167200	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167201	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167881	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
168373	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
168606	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
168648	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168649	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168650	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168651	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
169308	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
170250	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170388	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170921	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170953	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170954	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
171296	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
171544	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
171922	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
173870	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
174320	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
175638	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
180576	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
180577	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
182897	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
183693	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
183874	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
184494	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
185100	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
185118	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
185737	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
186239	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186240	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186333	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
187120	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
188477	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
189153	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189186	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189211	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
192398	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
193853	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
196508	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
197174	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
199956	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
200170	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
200808	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
200809	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
201257	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
205218	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
205227	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
205228	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
205229	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
206596	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
206598	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
207283	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
208206	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208207	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
208950	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
208958	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
209282	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209283	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209284	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
219128	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
219164	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
220366	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220373	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220821	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
220822	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
221060	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
221158	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
225048	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
226382	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
227074	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
227577	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228206	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228212	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
229063	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
229139	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
234526	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
236538	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
237877	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
238950	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
244350	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
245152	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
245812	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
246627	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
252539	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
255917	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255918	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255919	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
260565	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
265078	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
265657	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
265862	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
265863	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
266283	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
266799	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266805	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267434	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
267440	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267591	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
271837	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
273604	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
273605	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274244	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274252	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
274857	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
274873	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
276267	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
276303	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
277728	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
281507	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
282751	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
286341	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286342	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286343	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286384	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286410	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
287517	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
287639	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
289563	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
290157	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
290563	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
293144	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
294235	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
294243	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
300518	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
302666	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
302669	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
302908	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
308490	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
311337	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317714	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317747	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
319552	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
322925	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
323310	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
324599	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
329144	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
330435	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
331171	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
332771	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
333357	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
334503	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
335993	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
336697	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
337943	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
344511	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
344618	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
514033	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
514035	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
530313	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530314	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530315	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530316	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
530317	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
530318	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
531016	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531017	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531018	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531019	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531020	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531021	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531022	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	22	2022-06-20
531023	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531024	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531025	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531026	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531027	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531031	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531046	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531047	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531048	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	23	2022-02-22
531079	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531080	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531081	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531082	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531083	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531084	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531085	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531086	Claim	Active	2018-09-10	2023-01-18	(142281) HARTE GOLD CORP.	24	2023-01-18
531087	Claim	Active	2018-09-10	2022-01-18	(142281) HARTE GOLD CORP.	24	2022-01-18
531088	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531089	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	20	2022-03-10

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531090	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531091	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531092	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531093	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531094	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531095	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531096	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531097	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531098	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531099	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531100	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531111	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531112	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531113	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531114	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531115	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	23	2022-01-10
531116	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	24	2023-01-10
531117	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531118	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531119	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	20	2022-01-10
531120	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	15	2023-01-10
531121	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	16	2023-01-10
531126	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531139	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531151	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531152	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	17	2022-01-09
531153	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	22	2022-12-23
531154	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531155	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531156	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531157	Claim	Active	2018-09-10	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531160	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531161	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531162	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531163	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	15	2022-01-09
531164	Claim	Active	2018-09-11	2022-01-10	(142281) HARTE GOLD CORP.	18	2022-01-10
531165	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	13	2022-04-21
531166	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	2	2022-01-09
531167	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531168	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531169	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531170	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	23	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531171	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531172	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531173	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531174	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531175	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531176	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531177	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531178	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531179	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531180	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	23	2022-11-16
531181	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531182	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531183	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531184	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531185	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531195	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531196	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531197	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531198	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	19	2022-04-21
531199	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	2	2022-12-23
531200	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531201	Claim	Active	2018-09-11	2022-10-29	(142281) HARTE GOLD CORP.	5	2022-10-29
531202	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	23	2022-12-23
531203	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	21	2022-12-31
531204	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	12	2022-12-31
531205	Claim	Active	2018-09-11	2022-03-27	(142281) HARTE GOLD CORP.	12	2022-03-27
531206	Claim	Active	2018-09-11	2022-04-26	(142281) HARTE GOLD CORP.	24	2022-04-26
531207	Claim	Active	2018-09-11	2022-07-02	(142281) HARTE GOLD CORP.	4	2022-07-02

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531208	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	13	2022-12-31
531209	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	6	2022-12-23
531210	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	17	2022-12-23
531211	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	8	2022-12-23
531212	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	18	2022-12-31
531214	Claim	Active	2018-09-11	2022-07-20	(142281) HARTE GOLD CORP.	6	2022-07-20
531215	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	9	2022-12-31
531216	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	3	2022-12-31
531217	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	6	2022-12-31
531218	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	5	2022-12-31
531219	Claim	Active	2018-09-11	2022-11-20	(142281) HARTE GOLD CORP.	25	2022-11-20
531220	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531221	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531222	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531223	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531224	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531225	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531226	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531227	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531228	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	15	2022-12-03
531229	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531230	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531231	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531232	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531233	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	25	2022-12-22
531234	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531235	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531236	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531237	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531238	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	23	2022-12-22
531239	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	4	2022-12-22
531240	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531241	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531242	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	20	2022-12-17
531243	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531244	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	25	2022-12-17
531245	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531246	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531247	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531248	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531249	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531254	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	24	2022-06-13

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531255	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531256	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531257	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531258	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	12	2022-06-13
531259	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531264	Claim	Active	2018-09-12	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531265	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531266	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531267	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531268	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	10	2022-12-23
531269	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	3	2022-06-13
531270	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	16	2022-12-03
531271	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	20	2022-11-16
531272	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	3	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531273	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531274	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531275	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	21	2022-11-16
531276	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531277	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
531278	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	2	2022-11-16
531279	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
531280	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531281	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	25	2022-04-11
531282	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531283	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531284	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	23	2023-01-09
531285	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531286	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531287	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531288	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	21	2023-01-09
531289	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	14	2022-04-11
531290	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531291	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531292	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531293	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531294	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531295	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531296	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531297	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531298	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531299	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531300	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531301	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531302	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531304	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531305	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531306	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531309	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531316	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531317	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531331	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	19	2022-04-11
531332	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	24	2022-02-16
531333	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	12	2022-02-16
531334	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	25	2022-02-16
531335	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531336	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16

<b>Claim#</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>	<b>Anniversary Date</b>	<b>Owner Client#</b>	<b>Area # of Cells</b>	<b>Due Date</b>
531337	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531338	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	24	2021-02-16
531340	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	17	2022-06-13
531341	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	2	2022-02-16
531342	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531343	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531344	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	18	2022-06-13
531345	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	2	2021-02-16
531346	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	4	2021-02-16
531347	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531348	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531349	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	16	2022-01-09
531350	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531351	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	24	2021-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531352	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	25	2021-01-09
532869	Claim	Active	2018-10-09	2022-04-10	(142281) HARTE GOLD CORP.	20	2022-04-10
537443	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	14	2022-09-12
537444	Claim	Active	2018-12-19	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	11	2022-12-27
537445	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	7	2022-09-12
537446	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	11	2022-04-11
537447	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	12	2022-04-11
537448	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537449	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
537450	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	22	2022-02-22
537451	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22



Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
537476	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
537478	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	6	2022-02-22
537479	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537500	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537502	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	15	2022-02-22
549597	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549623	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549624	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549625	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	22	2022-05-10
549626	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549916	Claim	Active	2019-05-15	2022-05-10	(142281) HARTE GOLD CORP.	25	2022-05-10
564908	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564909	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564958	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	11	2022-11-29

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
564959	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	25	2022-11-29
564960	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	20	2022-11-29
564961	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564962	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	19	2022-11-29
564963	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564964	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	23	2022-11-29
564965	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	22	2022-11-29
564966	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	17	2022-11-29
565900	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
565901	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29

#### **Part IV – Additional Tenure IDs**

1. 136581
2. 136582
3. 142560
4. 171296
5. 201257
6. 209282
7. 209283
8. 209284
9. 220821
10. 220822

11. 237877
12. 255917
13. 255918
14. 255919
15. 324599
16. 334503
17. 549597
18. 549623
19. 549624
20. 549625
21. 549626
22. 549916
23. 564908
24. 564909
25. 564958
26. 564959
27. 564960
28. 564961
29. 564962
30. 564963
31. 564964
32. 564965
33. 564966
34. 565900
35. 565901

## **SCHEDULE “L” MATERIAL PERMITS, LICENSES AND CONTRACTS**

1. Insurance policies
  - a) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - b) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - c) Contract of Insurance with policy beginning October 31, 2020, as between Allianz Global Risks US Insurance Company, Chubb Insurance Company of Canada, The Sovereign General Insurance Company, Liberty Mutual Insurance and Harte Gold Corp.
  - d) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - e) Commercial Automobile Coverage dated October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - f) Commercial Coverage with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - g) Excess Follow Form Insurance Policy dated February 10, 2021 as between AIG Insurance Company of Canada and Harte Gold Corp.
  - h) Excess Liability with policy beginning October 31, 2020, as between Northbridge Insurance and Harte Gold Corp.
  - i) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2020, as between XL Specialty Insurance Company and Harte Gold Corp.
  - j) Excess Liability with policy beginning November 3, 2021, as between Northbridge Insurance and Harte Gold Corp.
  - k) Contract of Insurance with policy beginning October 31, 2021, as between Allianz Global Risks US Insurance Company, Stewart Specialty Risk Underwriting Ltd., The Sovereign General Insurance Company, Economical Mutual Insurance Company, and Harte Gold Corp.
  - l) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - m) Commercial Automobile Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
  - n) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2021, as between XL Specialty Insurance Company and Harte Gold Corp.

- o) Commercial Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

## 2. Closure Plan and Permits, Environmental Permits

- a) Any and all permits, approvals, agreements, or licences issued under or pursuant to the following statutes, as amended from time to time or regulations thereunder: the Mining Act, R.S.O. 1990, c. M.14, the Mining Tax Act, R.S.O. 1990, c. M.15, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Endangered Species Act, 2007, S.O. 2007, c. 6, the Public Lands Act, R.S.O. 1990, c. P.43, the Forest Fires Prevention Act, R.S.O. 1990, c. F.24, the Beds of Navigable Waters Act, R.S.O. 1990, c. B.4, the Lakes and Rivers Improvement Act, R.S.O. 1990, c. L.3, the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, the Canadian Navigable Waters Act, R.S.C., 1985, c. N-22, including but not limited to those permits, approvals, agreements, or licences listed at Schedule L, items 16 – 32, below.
- b) Sugar Zone Project Closure Plan and all amendments thereto
- c) Amended Environmental Compliance Approval 7924-BBLL6K, issued May 3, 2019 and all amendments thereto and notices thereunder
- d) Amended Environmental Compliance Approval 8479-B3QHJZ, issued September 20, 2018 and all amendments thereto and notices thereunder
- e) Amended Environmental Compliance Approval 2656-B2UG23, issued September 20, 2018 and all amendments thereto and notices thereunder
- f) Amended Environmental Compliance Approval 7268-AHYLJT, issued January 31, 2017 and all amendments thereto and notices thereunder
- g) Amended Environmental Compliance Approval 3215-9ZXM5X, issued September 30, 2015 and all amendments thereto and notices thereunder
- h) Amended Environmental Compliance Approval 7150-9XMLGX, issued July 16, 2015 and all amendments thereto and notices thereunder
- i) Environmental Compliance Approval 5475-98BPSI, issued January 15, 2014 and all amendments thereto and notices thereunder
- j) Environmental Compliance Approval 9197-992HFN, issued January 6, 2014 and all amendments thereto and notices thereunder
- k) Location Approval WAWA-LOC-01-2017, under the Lakes & Rivers Improvement Act, issued March 21, 2017
- l) Location Approval WAWA-LOC-01-2020, under the Lakes & Rivers Improvement Act, issued July 3, 2020

- m) Land Use Permit Application 1524-1001682, under the Public Lands Act, submitted February 8, 2018
- n) Permit to Take Water 8337-B3QJAH, issued September 20, 2018 and all amendments thereto and notices thereunder
- o) Permit to Take Water P-300-6062209462, issued November 2, 2019 and all amendments thereto and notices thereunder
- p) Permit to Take Water 5567-BVBPWM, issued November 19, 2020 and all amendments thereto and notices thereunder
- q) Permit to Take Water 7466-AREGML, issued September 20, 2018 and all amendments thereto and notices thereunder
- r) Permit to Take Water 1518-ASEGRK, issued September 20, 2018 and all amendments thereto and notices thereunder

### 3. Camp Services

- a) Quotation dated August 4, 2021 and executed August 23, 2021, as between Morris Group (Sudbury) Inc. and Harte Gold Corp.
- b) Contract Agreement dated November 7, 2017, as between Morris Group Sudbury Inc. and Harte Gold Corp.
- c) Amendment to Contract Agreement dated February 2018, as between Morris Group Sudbury Inc. and Harte Gold Corp.

### 4. Other Agreements

- a) Impact Benefits Agreement dated April 28, 2018 and Band Council Resolution dated April 26, 2018, as between Pic Mobert First Nation and Harte Gold Corp.
- b) Memorandum of Understanding between: Biigtigong Nishnaabeg (formerly Pic River First Nation) and Harte Gold Corp. dated August 1, 2018
- c) Exploration Agreement between Pic Mobert First Nation and Harte Gold Corp.
- d) Aboriginal Procurement Strategy: A Working Document Between Harte Gold Corp. and White Lake Limited Partnership dated June 27, 2019
- e) Longhole Drilling and Blasting Services Agreement dated July 4, 2018, as between Foraco Canada Ltd. and Harte Gold Corp.
- f) Underground Drilling Agreement dated January 21, 2021, as between Orbit Garant Drilling Services Inc. and Harte Gold Corp.

g) Closure Plan Surety Bond Agreement (Bond #: 800033223/962-019590) dated June 21, 2018, as between Harte Gold Corp. and Intact Insurance Company, and subsequent rider, dated February 1, 2019.

# EXHIBIT “J”



**EXHIBIT "J"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*

---

A Commissioner for Taking Affidavits

1000025833 ONTARIO INC.

- AND -

SILVER LAKE RESOURCES LIMITED

- AND -

HARTE GOLD CORP.

---

SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

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DATED ~~DECEMBER 15~~ JANUARY 19, ~~2021~~ 2022

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## SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

THIS SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT executed on ~~December 15~~ January 19, 2021 ~~2021~~ 2022 is made by and between:

**1000025833 ONTARIO INC.**, a corporation incorporated under the laws of Ontario  
(hereinafter, the "Investor")

-and-

**SILVER LAKE RESOURCES LIMITED**, a corporation incorporated under the laws of Australia

(hereinafter, the "Guarantor")

-and-

**HARTE GOLD CORP.**, a corporation incorporated under the laws of Ontario

(hereinafter, the "Company")

### RECITALS:

**WHEREAS** the Company is a public company based in Toronto, Ontario, whose business mainly consists of operating a gold mining operation commonly known as the "Sugar Zone Mining Operation", located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division;

**WHEREAS** the Company has commenced CCAA Proceedings in order to, *inter alia*, seek creditor protection and pursue the SISP with a view to implementing a transaction which will allow the continuation of its Business and operations, as a going concern;

**WHEREAS** on December 6, 2021, the Company and the Investor entered into a Subscription Agreement (the "**Original Subscription Agreement**") pursuant to which the Investor agreed to: (i) act as a "stalking horse bidder" in the context of the SISP and, (ii) if the Original Subscription Agreement and SISP Procedures were approved by the Court and the Original Subscription Agreement was subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures, to subscribe for and purchase from the Company, the Subscribed Shares, on the terms and conditions set out in the Original Subscription Agreement and in accordance with the Closing Sequence set out therein, in order to become the sole shareholder of the Company upon Closing;

**WHEREAS** pursuant to the Original Subscription Agreement, the Guarantor agreed to guarantee and be responsible for all of the obligations of the Investor pursuant to such agreement;

**WHEREAS** on December 15, 2021, the Company, the Investor and the Guarantor ~~have~~ agreed to amend and restate the terms of the Original Subscription Agreement and entered into an Amended and Restated Subscription Agreement (the "First A&R Subscription Agreement");

**WHEREAS** on December 20, 2021, the Court issued an order in the CCAA Proceedings authorizing and approving the execution by the Company of the First A&R Subscription Agreement as well as the use thereof as a "stalking horse bid" in the context of the SISP;

WHEREAS in the context of the SISP, the Investor and the Guarantor have agreed to increase the consideration previously offered as part of the First A&R Subscription Agreement, such that the Company, the Investor and the Guarantor have agreed, with the support of the Appian Parties, to amend and restate the First A&R Subscription Agreement in accordance with the terms and conditions set out herein and the Company, in consultation with the Monitor, has determined to designate this Agreement as the “Successful Bid” in the SISP;

NOW THEREFORE in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 ~~ARTICLE 2~~ INTERPRETATION

### 1.1 ~~2.1~~ Definitions.

In this Agreement.

"**Action**" means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

"**Administration Charge**" has the meaning given to it in the Initial Order.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to "**control**" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "**controlled**" shall have a similar meaning.

"**Agreement**" means this Second Amended and Restated Subscription Agreement between the Investor and the Company, as may be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

"**AHG**" means AHG (Jersey) Limited.

"**Appian Indebtedness**" means all properly perfected and secured amounts and obligations owing by the Company to AHG under the Appian Facility Agreement as of the Closing Date in the amount agreed between the Appian Parties, the Investor and Silver Lake.

"**Appian Facility Agreement**" means the Facility Agreement entered into between the Company, as borrower, and AHG, as lender, on August 28, 2020.

"Appian Parties" means AHG (Jersey) Limited, ANR Investments 2 B.V., ANR Investments B.V. and any and all of their affiliates.

"Appian Royalty Agreements" means, collectively, (i) the 1.5% net smelter return royalty agreement, dated December 19, 2019 between 2729992 Ontario Corp. and the Company; and (ii) the 0.5% net smelter return royalty agreement, dated August 28, 2020, between 2729992 Ontario Corp. and the Company;

**"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

**"Approval and Reverse Vesting Order"** means an order issued by the Court substantially in the form attached hereto as **Schedule "A"** and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably: (i) approving the Transactions; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Company, except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Investor under this Agreement), for no consideration (v) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor (or as it may direct) all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances

**"Articles of Reorganization"** means articles of reorganization to change the conditions in respect of the Company's authorized and issued share capital to provide for a redemption right in favour of the Company, which shall be in form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

**"Assumed Liabilities"** means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in **Schedule "H"** (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts and **Pre-Filing Trade Amounts**, up to a maximum aggregate amount of \$10,000,000 for such Cure Costs and such **Pre-Filing Trade Amounts** (the "**Cure Costs and Pre-Filing Trade Amounts—Amount Cap**"); ~~and~~ (d) the Excluded Liability Promissory Note and (e) all Post-Filing Trade Amounts. For greater certainty, ~~:(a) the royalties payable by the Company under the Retained Contracts, as applicable, shall be subject to the Cure Costs and Trade Amounts—Pre-Filing Trade Amount Cap, provided that the royalties payable under the Appian Royalty Agreements and any other amounts payable to the Appian Parties shall be excluded from the calculation of the Cure Costs and Pre-Filing Trade Amount Cap; and (b) neither the Post-Filing Trade Amounts or any other amounts or obligations owing by the Company to any of the Appian Parties (including under the Appian Royalty Agreements) shall be subject to the Cure Costs and Pre-Filing Trade Amount~~ Cap.

**"ASX"** means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by that entity.

**"Authorization"** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

~~“Bid Deadline” means the deadline for the receipt by the Monitor of bids and deposits in accordance with the SISP Procedures.~~

“**BNPP Credit Agreement**” means the Amended and Restated Credit Agreement entered into between the Company, as borrower, and BNP Paribas, as lender, on August 28, 2020, as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, and under which the rights and obligations of BNP Paribas as lender have been assigned to the Investor.

“**Books and Records**” means all books, records, files, papers, books of account and other financial data including Tax Returns related to the Retained Assets in the possession, custody or control of the Company, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

“**Business**” means the business and operations carried on by the Company as at the date of this Agreement and as at the date of Closing.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Ontario, Canada or the state of Western Australia, Australia.

“**Cash Consideration**” means a cash payment in an amount required to pay: (i) all claims ranking in priority to, or *pari passu* with, the amounts owing to the lenders under the BNPP Credit Agreement (including, for greater certainty, all professional fees, costs and expenses secured by the Administration Charge, but excluding the amounts owing under the DIP Term Sheet), plus (ii) the value of the Appian Indebtedness, plus (iii) the amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo. 1 and ResidualCo. 2 upon completion of the Transactions, as determined by the Monitor, the Company and the Investor each acting reasonably, or as determined by the Court, which Cash Consideration shall be satisfied in accordance with Section 2.2(a).

“**Cash Deposit Escrow Account**” has the meaning set out in Section 2.1(a).

“**CCAA**” means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

“**CCAA Proceedings**” means the proceedings commenced by the Company under the CCAA.

“**Closing**” means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

“**Closing Date**” means the date on which Closing occurs.

“**Closing Sequence**” has the meaning set out in Section 6.2.

“**Closing Time**” means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

“**Company**” means Harte Gold Corp.

“**Company Share Proceeds**” has the meaning set out in Section 2.2(a).

“**Competition Act**” means the Competition Act, R.S.C., 1985, c. C-34.



"**Conditions Certificates**" has the meaning set out in Section 7.3.

"**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases, [any Real Property Leases](#) and any Contracts in respect of Employees.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Credit Bid Consideration**" has the meaning set out in Section 2.2(b).

"**Cure Costs**" means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of the Company's insolvency, the commencement of the CCAA Proceedings by the Company or the Company's failure to perform a non-monetary obligation.

"**Cash Deposit**" has the meaning set out in Section 2.1(a).

"**Determination Date**" means the date ~~on which this Agreement is determined or deemed to be the "Successful Bid" in accordance with the SISP Procedures, if applicable~~ [hereof](#).

"**DIP Lender**" means 1000025833 Ontario Inc.

"**DIP Term Sheet**" means the DIP Facility Loan Agreement dated as of December 6, 2021 between the Company and the DIP Lender, as may be amended from time to time in accordance with its terms.

"**Discharged**" means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

"**Employees**" means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and "**Employee**" means any one of them.

"**Encumbrances**" means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

"**Encumbrances to Be Discharged**" means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in [Schedule "F"](#), and excluding only the Permitted Encumbrances.

"**Escrow Agreement**" means an escrow agreement (or such other agreement(s) as may be required to implement the matters described in clauses (i) and (ii) of this definition) to be entered into on or

prior to the Determination Date (in a form to be agreed ~~to by no later than January 12, 2021~~ on or about the date hereof) among the Monitor, as escrow agent, the Company and the Investor, each acting reasonably, pursuant to which, among other things: (i) the Monitor (or its designee) shall hold the Share Deposit in escrow and (ii) (A) ~~if this Agreement is declared or deemed the "Successful Bid" pursuant to the SISP Procedures,~~ the Share Deposit shall be sold in the market for and on behalf of the Company by no later than three (3) days prior to the Target Closing Date with the Share Proceeds being held in escrow and released on Closing in accordance with the Closing Sequence, and (B) if Closing does not occur for any reason or this Agreement is terminated, the Share Deposit and any Share Proceeds shall be dealt with in accordance with Section 2.1.

**"Excluded Assets"** means: (i) all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing; and (ii) those assets listed in **Schedule "C"**, an amended list of which may be delivered by the Investor no later than two (2) Business Days before the Closing Date.

**"Excluded Assets and Contracts Promissory Note"** has the meaning set out in Section 3.2,

**"Excluded Contracts"** means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule "D"**.

**"Excluded Liabilities"** means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, the non-exhaustive list of those certain Liabilities set forth in **Schedule "E"**, any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the Company may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing and all Liabilities to or in respect of the Company's Affiliates. For avoidance of doubt, Excluded Liabilities shall not include any debts, obligations, Liabilities or Encumbrances that are or are deemed to be an interest in land and, to the extent that any of the Excluded Liabilities listed in Schedule "E" hereof is determined by the Court to be an interest in land (**"Interest in Land"**), such determination by the Court shall not constitute nor give rise to a breach under this Agreement and the Investor and the Guarantor shall remain bound by the terms of this Agreement, including the obligation to pay the Subscription Price, and any Interest in Land shall be deemed to be Assumed Liabilities hereunder.

**"Excluded Liability Price"** has the meaning set out in Section 3.1.

**"Excluded Liability Promissory Note"** has the meaning set out in Section 3.1.

**"Existing Shares"** means all issued and outstanding shares of the Company prior to Closing.

**"Final Order"** means, in respect of any Court Order, that such Court Order shall not have been vacated, set aside, or stayed, and that the time within which an appeal or request for leave to appeal must be initiated has passed with no appeal or leave to appeal having been initiated.

**"First A&R Subscription Agreement"** has the meaning set out in the Recitals.

**"First Cash Deposit"** has the meaning set out in Section 2.1(a).

**"Governmental Authority"** means the government of Canada, or any other nation, or of any political subdivision thereof, whether state, provincial (including the government of Ontario), territorial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange).

**"Guarantor"** means Silver Lake Resources Limited.

**"HST"** means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

**"Initial Order"** means the Initial Order granted by the Court on December 7, 2021 in the context of the CCAA Proceedings, as amended and restated on December 20, 2021, and as such order may be further amended, restated or varied from time to time.

**"Interim Period"** means the period from the date that the SISP Order ~~is granted, to the earlier of the date that the offer submitted by the Investor pursuant to this Agreement is declared to not be the "Successful Bid" pursuant to the SISP Procedures or~~ was granted, until the Closing Time, ~~as applicable.~~

**"Investment Canada Act"** means the Investment Canada Act, R.S.C., 1985, c. 28.

**"Investor"** means 1000025833 Ontario Inc.

**"Law"** has the meaning set out in the definition of **"Applicable Law"**.

**"Legal Proceeding"** means any litigation, Action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

**"Liability"** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

**"Material Permits, Mineral Tenures, Licenses and Contracts"** means those Permits, Licenses and Contracts listed in Schedule "L" and the Mineral Tenures.

**"Mineral Tenures"** means the mining claims, leases and other property rights of the Company listed in Schedule "K".

**"Monitor"** means FTI Consulting Canada Inc. in its capacity as monitor of the Company in the CCAA Proceedings, to the extent appointed by the Court, and shall include, as the context so requires, FTI Consulting Canada Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo. 1 or ResidualCo. 2 to the extent subsequently appointed as such.

**"Monitor's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

**"Order"** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

**"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

**"Original Subscription Agreement"** has the meaning set out in the Recitals.

**"Outside Date"** means March 31, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may agree to in writing.

**"Party"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

**"Permits and Licenses"** means the permits, licenses, Authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, the Company, including, without limitation, as listed in **Schedule "J"**.

**"Permitted Encumbrances"** means the Encumbrances related to the Retained Assets listed in **Schedule "I"**, an amended list of which may be agreed to by the Investor, the Company and Monitor prior to the granting of the Approval and Reverse Vesting Order.

**"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

**"Personal Property"** means all machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties).

**"Personal Property Lease"** means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which the Company is a party or under which it has rights to use Personal Property.

**"Pre-Filing Trade Amounts" means any accrued and unpaid amounts owing by the Company to third parties for goods and services provided to the Company by third parties in connection with the Business relating to the period prior to December 7, 2021, that are unpaid as of the Closing, which, for certainty, shall not include any liabilities relating to Excluded Contracts.**

**"Post-Filing Trade Amounts" means any accrued and unpaid amounts owing by the Company to third parties for leased or financed equipment and for goods and services provided to the Company by third parties in connection with the Business and in respect of any royalty owing by the Company, all in relation to the period starting as and from December 7, 2021, that are unpaid as of the Closing (but excluding, for the avoidance of doubt, the professional fees, costs and expenses secured by the Administration Charge that shall be satisfied from the Cash Consideration).**

**"Purchase and Sale Transactions"** means the transactions contemplated by this Agreement which provide for, among other things, (a) the issuance by the Company of the Subscribed Shares to the Investor in consideration for the Subscription Price, (b) the assignment by the Company to

ResidualCo1 of the Excluded Assets and Excluded Contracts in consideration for the Excluded Assets and Contracts Promissory Note, and (c) the assignment by the Company to ResidualCo2 of the Excluded Liabilities in consideration for the Excluded Liability Promissory Note, each on and subject to the terms set forth herein.

**“RBC Commission”** means the brokerage commission owing by the Investor to Royal Bank of Canada in connection with the Transactions.

**“Real Property Leases”** means the lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario.

**“Related to the Business”** means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

**“Representative”** when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

**“ResidualCo. 1”** means a corporation to be incorporated by the Company in advance of Closing, to which the Excluded Assets and Excluded Contracts will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**“ResidualCo. 2”** means a corporation to be incorporated in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

**“Retained Assets”** has the meaning set out in Section 3.2.

**“Retained Contracts”** means those Contracts listed in **Schedule “G”**.

**“Second Cash Deposit”** has the meaning set out in Section 2.1(a).

**“Second Cash Deposit Proceeds”** has the meaning set out in Section 2.1(b).

**“Share Deposit”** has the meaning set out in Section 2.1(b).

**“Share Proceeds”** means the gross proceeds from the sale of the Share Deposit pursuant to and in accordance with the Escrow Agreement, less any transaction costs and any fees and expenses payable pursuant to the Escrow Agreement, including an indemnity payable to the Company by the Investor in connection with any Tax Liability which may result from the sale of the Share Deposit in accordance with the Escrow Agreement or the Company being required for any reason **in accordance with the terms of this Agreement**, to return any portion of the Share Proceeds to the Guarantor.

**“Shortfall Deposit”** has the meaning set out in Section 2.1(c).

**“Silver Lake Parties”** means 1000025833 Ontario Inc., Cue Minerals Pty Ltd. and Silver Lake Resources Limited.

**“Silver Lake Shares”** means fully paid ordinary shares of the Guarantor, which shall be freely transferrable under applicable Australian securities laws and in Canada.

“SISP” means the Sale and Investment Solicitation Process ~~to be~~ conducted by the Company in the context of the CCAA Proceedings in accordance with the SISP Procedures;

~~“SISP Order” means an order issued by the Court substantially in the form attached hereto as Schedule “B” and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably, approving, among other things, the SISP, the SISP Procedures and the use of this Agreement as the Stalking Horse Bid;~~

“SISP Order” means the SISP Approval Order of the Court dated December 20, 2021, a copy of which is attached hereto as Schedule “B”;

“SISP Procedures” means the procedures governing the SISP, ~~substantially~~ in the form appended as Schedule A to the SISP Order;

~~“Stalking Horse Bid” means the stalking horse offer submitted by the Investor pursuant to this Agreement.~~

“Subscribed Shares” means 100 Common Shares in the capital of the Company, to be subscribed for by the Investor and issued by the Company, in accordance with the terms of this Agreement.

“Subscription Price” has the meaning set out in Section 2.2.

“Target Closing Date” means February 18, 2022, or such other date as the Company (with the consent of the Monitor and the DIP Lender) and the Investor may agree to in writing.

“Tax Act” means the *Income Tax Act* (Canada).

“Tax Returns” means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“Taxes” or “Tax” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“Terminated Employees” means those individuals employed by the Company whose employment will be terminated by the Company prior to Closing, as per ~~a the~~ list ~~to be~~ provided by the Investor to the Company ~~by no later than the Bid Deadline~~ on January 14, 2022.

~~“Trade Amounts” means any accrued and unpaid trade payables of the Company to third parties in connection with the Business that are unpaid as of the Closing.~~



**“Transaction Taxes”** means all documentary, stamp, transfer, sales and transfer taxes, registration charges and transfer fees, including HST, use, value added, and excise taxes and all filing and recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

**“Transactions”** means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions.

**“VWAP”** means the volume weighted average trading price of Silver Lake Shares for the applicable period on the ASX (or if the Silver Lake Shares are no longer traded on the ASX, on such other exchange as the Silver Lake Shares are then traded) or if not such prices are available for such applicable period, “VWAP” shall be the fair value per Silver Lake Share as reasonably determined by the board of directors of the Guarantor.

## 1.2    **2.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

## 1.3    **2.3 Currency and Payment Obligations**

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

## 1.4    **2.4 Calculation of Time**

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

## 1.5    **2.5 Additional Rules of Interpretation**

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.

- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, ~~re-~~re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

**1.6 2.6 Exhibits and Schedules**

- (a) The following are the Exhibits and Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

**SCHEDULES**

Schedule “A”	-	Form of Approval and Reverse Vesting Order
Schedule “B”		<del>Form of</del> SISP Order
Schedule “C”	-	Excluded Assets
Schedule “D”	-	Excluded Contracts
Schedule “E”	-	Excluded Liabilities
Schedule “F”	-	Encumbrances to be Discharged
Schedule “G”		Retained Contracts
Schedule “H”		Assumed Liabilities
Schedule “I”	-	Permitted Encumbrances
Schedule “J”		Permits and Licenses
Schedule “K”		Mineral Tenures
Schedule “L”		Material Permits, Licenses and Contracts

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other



subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

### **ARTICLE 2**~~ARTICLE 3~~

## **SUBSCRIPTION FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES**

### **2.1 ~~3.1~~ Deposit**

- (a) Cash Deposit: As a deposit for the Subscription Price, the Investor shall pay to the Monitor, ~~by wire transfer of immediately available funds, an amount of \$100,000 (the "Cash Deposit"), within two (2) days of the granting of the SISP Order by the Court, which Cash Deposit shall be held in escrow by the Monitor in a non-interest bearing account on behalf of the Company.;~~
- (i) by wire transfer of immediately available funds, an amount of \$100,000 (the "First Cash Deposit") within two (2) days of the granting of the SISP Order by the Court, which First Cash Deposit has already been paid by the Investor in accordance with the First A&R Subscription Agreement, and which is held in escrow by the Monitor in a non-interest bearing account on behalf of the Company (the "Cash Deposit Escrow Account"); and
- (ii) ~~(a)~~ an amount of US\$1,693,658.72, which represents approximately five percent (5%) of the Appian Indebtedness, to be funded from the first available Share Proceeds (the "Second Cash Deposit", together with the First Cash Deposit, the "Cash Deposit"). The Second Cash Deposit shall be held in escrow by the Monitor, together with the First Cash Deposit, in the Cash Deposit Escrow Account. The Monitor is hereby irrevocably directed by the Investor and Silver Lake to fund the Second Cash Deposit from the first available Share Proceeds.
- (iii) If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit will be forthwith refunded in full to the Investor (without interest, offset or deduction). If the Agreement is terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit shall become the property of, and shall be transferred to, the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions; For the avoidance of doubt, the Share Proceeds that form the Second Cash Deposit shall be exclusively subject to this Section 2.1(a)(iii) in the event of a termination of this Agreement.
- (b) Share Deposit: As a deposit for the Subscription Price, the Guarantor shall issue the Silver Lake Shares in the name of the Company, in a number equal to the amount of the Appian Indebtedness, divided by the VWAP of the Silver Lake Shares for the five (5) trading days prior to the Determination Date (the "**Share Deposit**"). The Share Deposit shall be ~~;~~ (i) provided to the Monitor (or its designee), subject to and in accordance with the Escrow Agreement, as soon as practicable after the Determination Date but no later than five (5) days after the Determination Date and (ii) thereafter sold for the benefit of the Company by a broker selected by the Investor which is acceptable to the Guarantor, the Company and the Monitor, acting reasonably in accordance with the Escrow Agreement. The first

available portion of the Share Proceeds in an amount equal to the Second Cash Deposit (the “Second Cash Deposit Proceeds”) shall be transferred to and held by the Monitor, on behalf of the Company, and deposited into the Cash Deposit Escrow Account, together with the First Cash Deposit. All Share Proceeds (other than the Second Cash Deposit Proceeds) shall be deposited in an escrow account (distinct and separate from the Cash Deposit Escrow Account, as provided for in the Escrow Agreement. If the Closing does not occur for any reason or the Agreement is terminated, any remaining portion of the Share Deposit shall be sold pursuant to the Escrow Agreement and, thereafter, the Share Proceeds (other than the Second Cash Deposit Proceeds, which will be dealt with in accordance with Section 2.1(a)) will be forthwith returned to the Guarantor (without interest, offset or deduction, except that the Company or the Monitor, on behalf of the Company, shall be authorized to withhold or otherwise offset or deduct any Tax Liability which may be applicable in connection with the sale of the Share Deposit in accordance with the Escrow Agreement or the return of any portion of the Share Deposit and/or Share Proceeds by the Company to the Guarantor in accordance with this Agreement, and the Guarantor hereby agrees to fully indemnify the Company in connection with any such Tax Liability).

- (c) Shortfall Deposit: If the Share Proceeds from the sale of the entire Share Deposit are not sufficient to pay the Appian Indebtedness in full, the Investor shall pay to the Monitor as a deposit for the payment of the Subscription Price, a cash amount equal to the difference between the Share Proceeds and the amount of the Appian Indebtedness (the “**Shortfall Deposit**”), such Shortfall Deposit to be paid on or prior to the Closing Date.

## 2.2    **3.2** Subscription Price

The subscription price for the Subscribed Shares shall be an amount equal to the aggregate of the following (the “**Subscription Price**”):

- (a) Cash Consideration: The Cash Consideration, which shall be satisfied as follows: (i) by the release of the Cash Deposit by the Monitor to the Company, (ii) by the release of the Share Proceeds (other than the Second Cash Deposit Proceeds) up to a maximum of the amount of the Appian Indebtedness less the amount of the Second Cash Deposit Proceeds (the “**Company Share Proceeds**”) pursuant to and in accordance with the terms of the Escrow Agreement; (iii) by the release of the Shortfall Deposit (if any) by the Monitor to the Company and (iv) by wire transfer to the Monitor of immediately available funds in the amount of the balance of the Cash Consideration. The Cash Consideration will be subsequently transferred to ResidualCo. 1 and ResidualCo. 2, in payment of the Excluded Assets and Contracts Promissory Note and Excluded Liability Promissory Note, on the Closing Date and in accordance with the Closing Sequence;
- (b) Credit Bid Consideration: An amount equivalent to all amounts and obligations owing by the Company to the Investor under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower

under the DIP Term Sheet, which the Investor shall cause the release thereof in favour of the Company at Closing (the "**Credit Bid Consideration**"); and

- (c) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities which the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence.

The Guarantor agrees to guarantee and be responsible for all of the Investor's obligations contemplated in this Agreement, including, without limitation, the Investor's obligation to pay the Cash Consideration. The Guarantor also agrees to deliver the Share Deposit in accordance with 2.1(b).

## ~~ARTICLE 3~~**ARTICLE 4** TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

### 3.1     ~~4.1~~**Transfer of Excluded Liabilities to ResidualCo. 2**

On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 and the Company shall issue to ResidualCo. 2 an interest-free promissory note (the "**Excluded Liability Promissory Note**") in an amount equal to a portion, to be agreed upon between the Parties, of the Cash Consideration (the "**Excluded Liability Price**") in consideration for ResidualCo. 2 assuming the Excluded Liabilities. The Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 in accordance with the Closing Sequence, pursuant to the Approval and Reverse Vesting Order. Notwithstanding any other provision of this Agreement, neither the Investor nor the Company shall assume or have any Liability for any of the Excluded Liabilities and the Company and its assets, undertaking, business and properties shall be fully and finally Discharged from all Excluded Liabilities as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Liabilities to ResidualCo. 2 and the assumption of the Excluded Liabilities by ResidualCo. 2.

### 3.2     ~~4.2~~**Transfer of Excluded Assets and Excluded Contracts to ResidualCo. 1**

On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Mineral Tenures, Retained Contracts, Permits and Licenses and Books and Records (the "**Retained Assets**"), except, however, any assets sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer to ResidualCo. 1, in accordance with the Closing Sequence, on the Closing Date and same shall be vested in ResidualCo. 1 pursuant to the Approval and Reverse Vesting Order, all in consideration of an interest-free promissory note ("the **Excluded Assets and Contracts Promissory Note**") in an amount equal to the portion of the Cash Consideration in excess of the Excluded Liability Promissory Note. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo. 1.

~~ARTICLE 4~~**ARTICLE 5**  
**REPRESENTATIONS AND WARRANTIES**

**4.1    ~~5.1~~ Representations and Warranties as to the Company**

Subject to the issuance of the Approval and Reverse Vesting Order, the Company represents and warrants to the Investor as follows and acknowledge and agree that the Investor is relying upon such representations and warranties in connection with the subscription by the Investor of the Subscribed Shares:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no Legal Proceedings pending against the Company with respect to, or in any manner affecting, title to the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Retained Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the Company from fulfilling any of its obligations set forth in this Agreement.
- (f) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Company and its affiliates, are in each case less than \$300 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.
- (g) Material Permits, Mineral Tenures, Licenses and Contracts. The Material Permits, Mineral Tenures, Licenses and Contracts are in full force and effect.

**4.2    ~~5.2~~ Representations and Warranties as to the Investor and the Guarantor**

The Investor and the Guarantor, as applicable, each represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the issuance by the Company of the Subscribed Shares.

- (a) Incorporation and Status. Each of the Investor and the Guarantor is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by each of the Investor and the Guarantor of this Agreement has been authorized by all necessary corporate action.
- (c) No Conflict. The execution, delivery and performance by the Investor and by the Guarantor of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor or of the Guarantor, or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and by the Guarantor, and constitutes a legal, valid and binding obligation of the Investor and of the Guarantor, enforceable against each of them in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. Other than with respect to the RBC Commission which shall be satisfied by the Investor, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement.
- (f) Litigation. There are no Legal Proceedings pending, or to the knowledge of the Investor or of the Guarantor, threatened against the Investor and/or the Guarantor before any Governmental Authority, which would: (i) prevent the Investor or the Guarantor from paying the Subscription Price to the Company; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions contemplated by this Agreement or (iii) which would reasonably be expected to delay, restrict or prevent the Investor from fulfilling any of its obligations set forth in this Agreement.
- (g) Investment Canada Act. The Investor is a "Canadian" or a "WTO Investor" or a "Trade Agreement Investor" within the meaning of the Investment Canada Act.
- (h) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the Investor's and the Guarantor's execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by the Investor hereunder, including the subscription of the Subscribed Shares hereunder.
- (i) Financial Ability. The Investor has cash on hand and/or firm financing commitments from lenders in amounts sufficient to allow it to pay the Cash Deposit, the balance of the Cash Consideration and all other costs and expenses in connection with the consummation of the Transactions and the Investor will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.

- (j) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Investor and its affiliates, are in each case less than \$100 million, calculated in accordance with the Competition Act and the regulations enacted thereunder
- (k) Residence of Investor. The Investor is not a non-resident of Canada within the meaning of the Tax Act.
- (l) Silver Lake Shares. The issuance of the Silver Lake Shares has been duly authorized by the Guarantor. The Silver Lake Shares will be validly issued as fully paid shares in compliance with, and will be freely transferrable under, all applicable Australian securities laws. The Silver Lake Shares will be quoted by the Australian Securities Exchange under security code "SLR".

#### 4.3 **5.3** As is, Where is

The Subscribed Shares shall be issued, sold and delivered to the Investor subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Subscribed Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Company in the context of the Transaction on an "as is where is" basis.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Reverse Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing and the quantum of such Liability, if any, and the Investor acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

### ARTICLE 5 **ARTICLE 6** COVENANTS

#### 5.1 **6.4** Target Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

#### 5.2 **6.2** ~~Application for SISP Order and~~ Motion for Approval and Reverse Vesting Order

As soon as practicable after the execution of this Agreement, the Company ~~shall (a) serve and file a motion seeking the issuance of the SISP Order and, (b) following the conduct of the SISP and if this Agreement is determined to be the "Successful Bid" in accordance with the SISP Procedures,~~ serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.

The Company shall diligently use its commercially reasonable efforts to seek the issuance and entry of ~~the SISP Order and, if applicable,~~ the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such ~~orders~~ order. The Company's ~~application and~~ motion materials ~~seeking (i) the SISP Order and (ii) the Approval and~~

Reverse Vesting Order ~~(if this Agreement is determined to be the “Successful Bid” in accordance with the SISP Procedures)~~ shall be in form and substance satisfactory to the Investor, acting reasonably. The Company will provide to the Investor a reasonable opportunity to review a draft of the ~~application and~~ motion materials to be served and filed with the Court, it being acknowledged that such ~~application and~~ motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve such materials on the service list prepared by the Company and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Investor may reasonably require. The Company will promptly inform counsel for the Investor of any and all threatened or actual objections to the motion for the issuance of the ~~SISP Order and, if applicable, the motion for the issuance of the~~ Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received. ~~However, and notwithstanding the foregoing, the Company will have no obligation to provide the Investor with any motion materials or draft motion materials for the issuance of the Approval and Reverse Vesting Order if this Agreement is not determined to be the “Successful Bid” pursuant to the SISP Procedures.~~

### **5.3 6.3 Interim Period**

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the Initial Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Investor and the Company, such consent not to be unreasonably withheld, conditioned or delayed: (A) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as the Material Permits, Mineral Tenures, Licenses and Contracts; (B) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business;
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court order, the Company shall not enter into any non-arms' length transactions involving the Company or its assets or the Business without the prior approval of the Investor.
- (c) During the Interim Period, the Investor shall furnish to the Company such information concerning the Investor as shall be reasonably requested, including all such information as shall be necessary to enable the Company to verify that the representations and warranties and covenants of the Investor contained in this Agreement have been complied with.

### **5.4 6.4 Access During Interim Period**

During the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Investor reasonably deems reasonably necessary or desirable to further familiarize itself with the Business and the Retained Assets, provided that neither the Investor or the Guarantor shall be entitled to any confidential or otherwise sensitive information regarding the conduct of the SISP, as determined by the Company and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Investor and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight



and participation of the Company and the Monitor, and with prior notice to the Monitor, the Investor and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and, ~~solely in the event this Agreement is declared the "Successful Bid" in accordance with the SISP Procedures,~~ the Company's customers and contractual counterparties. Such investigations shall be carried out at the Investor's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Company shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Investor.

## **5.5 6.5 Regulatory Approvals and Consents**

~~If this Agreement and SISP Procedures are approved by the Court and this Agreement is subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures:~~

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transactions required under any Applicable Law;
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.5; and
- (c) The Parties shall, and shall cause their respective affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory and non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 5.5.

## **5.6 6.6 Insurance Matters**

During the Interim Period, the Company shall use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business.

## **5.7 6.7 Books and Records**

The Investor shall cause the Company to preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Investor shall cause the Company to make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require.



~~ARTICLE 6~~**ARTICLE 7**  
**CLOSING ARRANGEMENTS**

**6.1    ~~7.1~~Closing**

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

**6.2    ~~7.2~~Closing Sequence**

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, the Investor shall pay the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, to be held in escrow by the Monitor, on behalf of the Company, and the entire Cash Consideration, Shortfall Deposit and Share Proceeds shall be dealt with in accordance with this Closing Sequence;
- (b) Second, the Investor shall cause the Company to be released from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (c) Third, the Company shall be deemed to: (i) transfer to ResidualCo. 1 the Excluded Assets and the Excluded Contracts, and (ii) transfer to ResidualCo. 2 the Excluded Liabilities, all pursuant to the Approval and Reverse Vesting Order, and the Company shall issue the Excluded Assets and Contracts Promissory Note to ResidualCo. 1 and the Excluded Liability Promissory Note to ResidualCo. 2;
- (d) Fourth, all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (e) Fifth, the Company shall issue the Subscribed Shares and the Investor shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) shall be released from escrow for the benefit of the Company, but shall continue to be held by the Monitor in escrow on the Company's behalf;
- (f) Sixth, to the extent that the amount of the Share Proceeds (**including the Second Cash Deposit Proceeds**) is greater than the amount of the Appian Indebtedness, any such excess shall be released to the Guarantor; and

- (g) Seventh, the Company shall satisfy the amount owing under the Excluded Assets and Contracts Promissory note and the Excluded Liability Promissory Note using the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), and hereby irrevocably directs the Monitor to cause such payment to be made from the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) held by the Monitor, subject to the completion of all other steps in the Closing Sequence, although such amounts shall continue to be held by the Monitor on behalf of, respectively, ResidualCo. 1 and ResidualCo. 2.

The Investor, with the prior consent of the Company and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

### 6.3 ~~7.3~~ The Investor's Closing Deliveries

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the each of the Investor and the Guarantor confirming and certifying that each the conditions in Sections 7.2(e) and 7.2(f) have been satisfied;
- (b) the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, in accordance with Section 6.2(a), and an irrevocable direction pursuant to the Escrow Agreement to release the Company Share Proceeds in accordance with Section 6.2(a);
- (c) an irrevocable release by the Silver Lake Parties in favour of (i) the Company's current and former directors, officers, employees, agents, representatives and all of their respective advisors, including financial advisors and legal counsel and (ii) the Monitor and its current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents (such Persons in (i) and (ii) above being collectively referred to herein as the "**Released Parties**") from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown against any of the Released Parties, including, where applicable, in their capacity as equity holders of the Company; provided, however, that nothing shall release the Released Parties from any claims arising from willful misconduct and fraud; and
- (d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

### 6.4 ~~7.4~~ The Company's Closing Deliveries

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each the conditions in Sections 7.1(e) ~~a~~ and 7.2(f) have been satisfied;

- (b) the Excluded Liability Promissory Note;
- (c) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization; and
- (d) share certificates representing the Subscribed Shares.

~~ARTICLE 7~~ **ARTICLE 8**  
**CONDITIONS OF CLOSING**

**7.1    ~~8.1~~ The Investor's Conditions**

The Investor shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non- fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing, provided that if the Investor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- ~~(a) — Successful Bid. This Agreement shall have been declared the “Successful Bid” in accordance with the SISP Procedures.~~
- (a)** ~~(b)~~ **Court Approval.** The following conditions have been met: (i) ~~the SISP Order~~ and the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court and become a Final Order.
- (b)** ~~(c)~~ **The Company's Deliverables.** The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4.
- (c)** ~~(d)~~ **No Violation of Orders or Law.** During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (d)** ~~(e)~~ **No Breach of Representations and Warranties.** Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply): (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (e) ~~(f)~~ No Breach of Covenants. The Company shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.
- (f) ~~(g)~~ Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo 2.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions contemplated herein as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor which will give rise, *inter alia*, to the Company's recourses for breach.

## 7.2 ~~8.2~~ **The Company's Conditions**

The Company shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- ~~(a) — Successful Bid. This Agreement shall have been declared the "Successful Bid" in accordance with the SISP Procedures.~~
- (a) ~~(b)~~ Court Approval. The following conditions have been met: (i) ~~the SISP Order and~~ the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (b) ~~(c)~~ Investor's and Guarantor's Deliverables. The Investor and the Guarantor shall have executed and delivered or caused to have been executed and delivered to the Company (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3.
- (c) ~~(d)~~ No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or

restraining the consummation of any of the Transactions contemplated by this Agreement.

- (d) ~~(e)~~ No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (e) ~~(f)~~ No Breach of Covenants. Each of the Investor and the Guarantor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

### 7.3 ~~8.3~~ **Monitor's Certificate**

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied and/or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Investor). In the case of: (i) and (ii) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Investor as a result of filing the Monitor's Certificate.

## ARTICLE 8 ~~ARTICLE 9~~ **TERMINATION**

### 8.1 ~~9.4~~ **Grounds for Termination**

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
- (i) by the mutual agreement of the Company and the Investor;
  - (ii) by the Investor, on the one hand, or the Company, on the other hand, upon notice to the other Party if: ~~(A) the Court declines at any time to grant the SISP Order; or (B)~~ the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for ~~the SISP Order or~~ the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement;
  - ~~(iii) —by the Company or the Investor, if this Agreement and the Stalking Horse Bid set out herein is determined not to be the "Successful Bid", as defined in and in accordance with the SISP Procedures;~~

**(iii)** **[intentionally omitted];**

- (iv) by the Investor, on the one hand, or the Company, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
  - (v) by the Company, if there has been a material violation or breach by the Investor or the Guarantor of any agreement, covenant, representation or warranty of the Investor or the Guarantor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor or the Guarantor, as the case may be, within five (5) Business Days of the Company providing notice to the Investor or the Guarantor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time; or
  - (vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within five (5) Business Days of the Investor providing notice to the Company of such breach, unless the Investor is itself in material breach of its own obligations under this Agreement at such time.
- (b) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1(a), the Company shall first obtain the prior written consent of the Monitor.

**8.2** **~~9.2~~Effect of Termination.**

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1(a) (*Cash Deposit*), 2.1(b) (*Share Deposit*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), 9.17 (*No Liability; Monitor Holding or Disposing Funds*), and 9.18 (*Third Party Beneficiaries*), which shall survive such termination. For the avoidance of doubt, any Liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

**ARTICLE 9****~~ARTICLE 10~~**  
**GENERAL**

**9.1** **~~10.1~~Tax Returns.**

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

## 9.2 ~~10.2~~ **Survival.**

All representations, warranties, covenants and agreements of the Company, the Investor or the Guarantor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

## 9.3 ~~10.3~~ **Expenses.**

Except if otherwise agreed upon amongst the Parties, and subject to the terms of the DIP Term Sheet and the BNPP Credit Agreement, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). The Company acknowledges and agrees that: (i) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement, and (ii) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the implementation of the Transactions constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement.

## 9.4 ~~10.4~~ **Public Announcements.**

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, if applicable, the approval by the Court of this Agreement ~~as a Stalking Horse Bid in the context of the SISP~~ pursuant to the Approval and Vesting Order. In addition, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

## 9.5 ~~10.5~~ **Notices.**

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

**Harte Gold Corp.**  
TD Canada Trust Tower  
161 Bay St. Suite 2400,  
Toronto, ON M5J 2S1

Attention: Frazer Bouchier / Graham du Preez  
E-mail: fbouchier@hartegold.com / gdupreez@hartegold.com



*with a copy to:*

**Stikeman Elliott LLP**

5300 Commerce Court West,  
199 Bay St.,  
Toronto, ON M5L 1B9

Attention: Guy P. Martel/Claire Zikovsky/Danny Vu  
E-mail: gmartel@stikeman.com / czikovsky@stikeman.com /  
ddvu@stikeman.com

If to the Monitor to:

**FTI Consulting Canada Inc.**

79 Wellington Street West  
Toronto Dominion Centre, Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8

Attention: Nigel Meakin / Jeffrey Rosenberg  
E-mail: nigel.meakin@fticonsulting.com /  
Jeffrey.rosenberg@fticonsulting.com

~~With~~ with a copy to:

**Goodmans LLP**

Bay Adelaide Centre  
333 Bay St. #3400,  
Toronto,  
ON M5H 2S7

Attention: Joseph Pasquariello/Christopher Armstrong  
E-mail: jpasquariello@goodmans.ca / carmstrong@goodmans.ca

If to the Investor or the Guarantor:

**1000025833 Ontario Inc. / Silver Lake Resources Limited**

Attention: Len Eldridge  
E-mail: leldridge@slrltd.com.au

*with a copy to:*

**Osler, Hoskin & Harcourt LLP**

First Canadian Place  
100 King St. W Suite 6200  
M5X 1B8

Attention: Marc Wasserman/Kathryn Esaw/Dave Rosenblat  
E-mail: mwasserman@osler.com/kesaw@osler.com/drosenblat@osler.com

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of



delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

**9.6 ~~10.6~~ Time of Essence.**

Time shall be of the essence of this Agreement in all respects.

**9.7 ~~10.7~~ Further Assurances.**

The Company on the one hand, and the Investor and the Guarantor on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

**9.8 ~~10.8~~ Entire Agreement.**

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein, including the Original Subscription Agreement and the First A&R Subscription Agreement. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

**9.9 ~~10.9~~ Waiver and Amendment.**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company, the Investor and the Guarantor (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

**9.10 ~~10.10~~ Severability.**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will 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 ~~10.11~~ Remedies Cumulative.**

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges

otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Investor, the Guarantor or their respective Affiliates under the provisions of the DIP Term Sheet, the BNPP Credit Agreement or any other ancillary agreement or document thereto.

#### **9.12 ~~10.12~~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 therein.

#### **9.13 ~~10.13~~Dispute Resolution.**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

#### **9.14 ~~10.14~~Attornment.**

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on such Party as provided in this Section 9.14 shall be deemed effective service of process on such Party.

#### **9.15 ~~10.15~~Successors and Assigns.**

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

#### **9.16 ~~10.16~~Assignment**

Neither the Company nor the Guarantor may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Prior to Closing, the Investor may assign, upon written notice to the Company, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

#### **9.17 ~~10.17~~No Liability; Monitor Holding or Disposing Funds**

The Investor, the Guarantor and the Company acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Company in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing, whether in its capacity as Monitor, in its

personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Company on the one hand, and the Investor or the Guarantor on the other hand, with respect to the holding or disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any other obligation of the Monitor hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, then the Monitor may (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing into the Court for holding and disposition in accordance with the instructions of the Court, or (ii) hold the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Company and the Investor and the Guarantor directing the Monitor to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in the order.

**9.18 ~~10.18~~ Third Party Beneficiaries.**

Except with respect to: (i) the Monitor as expressly set forth in this Agreement (including Section 9.17), and (ii) ResidualCo. 1 as relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo. 1 as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, 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.

**9.19 ~~10.19~~ Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

*[Remainder of page intentionally left blank. Signature page follows.]*

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

**HARTE GOLD CORP.**

By: \_\_\_\_\_  
Name: Frazer Bouchier  
Title: Chief Executive Officer

**100025833 ONTARIO INC..**

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

**SILVER LAKE RESOURCES LIMITED,  
as Guarantor**

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

Summary Report	
Title	<b>compareDocs Comparison Results</b>
Date & Time	1/23/2022 5:38:45 PM
Comparison Time	2.03 seconds
compareDocs version	v5.0.100.42

Sources	
Original Document	Harte Gold - Silver Lake Amended and Restated Subscription Agreement.docx
Modified Document	Harte Gold - Silver Lake Second Amended and Restated Subscription Agreement.docx

Comparison Statistics	
Insertions	125
Deletions	110
Changes	92
Moves	0
Font Changes	0
Paragraph Changes	0
Character Changes	0
<b>TOTAL CHANGES</b>	<b>327</b>

Word Rendering Set Markup Options	
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<b>Deletions</b>	
<a href="#">Moves / Moves</a>	
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<a href="#">Paragraph Changes</a>	<a href="#">Style</a>
<b>Character Changes</b>	<b>Style</b>
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Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	True
Include Field Codes	Word	True
Flatten Field Codes	Word	True
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	False
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)

Document View	Word	Print
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# EXHIBIT “K”

**EXHIBIT "K"**

referred to in the Affidavit of

**FRAZER BOURCHIER**

sworn on January 24, 2022

*Julie Galloway*  
\_\_\_\_\_  
A Commissioner for Taking Affidavits



Harte Gold Corporation  
CCAA CFF

In thousands SCAD

Cash Flows	[1]	1	2	3	4	5	6	7	8	9	10	11	Total
Periodicity		1/21/2022	1/28/2022	2/4/2022	2/11/2022	2/18/2022	2/25/2022	3/4/2022	3/11/2022	3/18/2022	3/25/2022	4/1/2022	4/1/2022
Forecast Week Ending													
<b>Total Receipts</b>	[2]	<b>1,015</b>	<b>2,589</b>	<b>2,495</b>	<b>3,288</b>	<b>961</b>	<b>1,296</b>	<b>2,849</b>	<b>2,910</b>	<b>1,532</b>	<b>1,385</b>	<b>2,023</b>	<b>22,344</b>
<b>Operating Costs</b>	[3]												
Mine, Mill and Site Costs		(1,987)	(3,600)	(1,840)	(3,639)	(1,278)	(2,775)	(1,238)	(2,799)	(1,186)	(1,645)	(2,799)	(24,787)
Corporate G&A		(22)	(150)	(23)	(162)	(24)	(143)	(30)	(166)	(38)	(38)	(166)	(961)
Leases		(108)	(45)	(100)	(4)	-	(253)	(100)	(4)	-	(153)	(680)	(1,448)
<b>Total Operating Cash Flows</b>		<b>(1,102)</b>	<b>(1,206)</b>	<b>531</b>	<b>(517)</b>	<b>(341)</b>	<b>(1,876)</b>	<b>1,481</b>	<b>(59)</b>	<b>308</b>	<b>(450)</b>	<b>(1,621)</b>	<b>(4,853)</b>
Capital Development	[4]	(118)	(118)	(97)	(70)	(39)	(39)	(59)	(86)	(86)	(86)	(86)	(883)
Regional Exploration	[5]	(126)	(126)	(105)	(75)	-	-	-	-	-	-	-	(433)
Restructuring Disbursements	[6]	(492)	(475)	(357)	(266)	(300)	(266)	(255)	(255)	(181)	(181)	(181)	(3,209)
<b>Net Cash Inflows / (Outflows)</b>		<b>(1,838)</b>	<b>(1,925)</b>	<b>(28)</b>	<b>(929)</b>	<b>(680)</b>	<b>(2,181)</b>	<b>1,167</b>	<b>(399)</b>	<b>41</b>	<b>(718)</b>	<b>(1,889)</b>	<b>(9,378)</b>
<b>Cash</b>													
Beginning Balance		4,884	3,046	1,121	1,994	1,764	3,185	1,004	2,171	1,772	1,812	2,895	4,884
Net Cash Inflows / (Outflows)		(1,838)	(1,925)	(28)	(929)	(680)	(2,181)	1,167	(399)	41	(718)	(1,889)	(9,378)
DIP Advances	[7]	-	-	900	700	2,100	-	-	-	-	1,800	-	5,500
<b>Ending Balance</b>		<b>3,046</b>	<b>1,121</b>	<b>1,994</b>	<b>1,764</b>	<b>3,185</b>	<b>1,004</b>	<b>2,171</b>	<b>1,772</b>	<b>1,812</b>	<b>2,895</b>	<b>1,006</b>	<b>1,006</b>

Notes

- [1] The purpose of the CFF is to estimate the liquidity requirements of Harte Gold Corp. ("Harte Gold" or the "Company") during the forecast period.
- [2] Forecast Total Receipts are based on management's expectations of periodic shipments of Doré, concentrates and slag and are net of certain offsetting payments, including treatment/refining costs, silver credit, royalties, transport costs and hedge payments. Gold price is estimated at \$1,750/oz and exchange rate is forecast at a rate of CAD \$0.83- USD \$1.00.
- [3] Forecast Operating Costs primarily include site costs based on forecast activity levels and known commitments and corporate G&A based on forecast head office operation costs.
- [4] Forecast Capital Developments costs include costs to upgrade and expand mine production.
- [5] Forecast Regional Exploration costs includes drilling and other costs for exploration purposes.
- [6] Forecast Restructuring Disbursements include legal and financial advisors associated with CCAA proceedings and are based on estimates provided by the advisors.
- [7] Forecast DIP Advances are based on funding requirements and maintaining a minimum \$1 million cash balance throughout the period.

# TAB 3

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

THE HONOURABLE	)	FRIDAY, THE 28 <sup>th</sup>
	)	
MR. JUSTICE PENNY	)	DAY OF JANUARY, 2022

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**APPROVAL AND REVERSE VESTING ORDER**

**THIS MOTION**, made by Harte Gold Corp. (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, *inter alia*: (a) approving the Second Amended and Restated Subscription Agreement (the "**Subscription Agreement**") entered into by and between the Company, as issuer, 1000025833 Ontario Inc., as investor (the "**Investor**") and Silver Lake Resources Limited, as guarantor ("**Silver Lake**"), dated January 19, 2022, a copy of which was attached as Exhibit "J" to the Bouchier Affidavit (as defined below, as well as all the Transactions, as defined in the Subscription Agreement (the "**Transactions**"); (b) adding 13699404 Canada Inc. ("**ResidualCo. 1**") and 13699447 Canada Inc. ("**ResidualCo. 2**") as applicants to these proceedings (the "**CCAA Proceedings**"); (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances; and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-19 pandemic;

**ON READING** the Motion Record of the Company, including the affidavit of Frazer Bouchier sworn January 24, 2022 (the "**Bouchier Affidavit**") and the Exhibits thereto, the Second Report (the "**Second Report**") of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the Court-appointed Monitor of the Company (the "**Monitor**"), and on being advised that the secured creditors who are likely to be affected by this Order herein were given notice;

**ON HEARING** the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for the Investor and Silver Lake, and counsel for the Appian Parties (as defined in the Bouchier Affidavit), counsel for the Company's directors and officers and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated [●], 2022;

## **SERVICE**

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

## **DEFINITIONS**

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement.

## **STAY PERIOD**

3. **THIS COURT ORDERS** that the Stay Period, as defined in the Initial Order granted by this Court on December 7, 2021 (as amended and restated on December 20, 2021, and as may further be amended and/or restated, from time to time, the "**Initial Order**"), is hereby extended until March 29, 2022.

## **APPROVAL AND VESTING**

4. **THIS COURT ORDERS AND DECLARES** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the

Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation of the Subject Interests and the issuance of the Subscribed Shares to the Investor, including any such additional documents contemplated in the Subscription Agreement.

5. **THIS COURT ORDERS AND DECLARES** that notwithstanding any provision hereof, the closing of the Transactions shall be deemed to occur in the manner, order and sequence set out in the Subscription Agreement, including in accordance with the Closing Sequence, with such alterations, changes or amendments as may be agreed to by the Investor and the Company, with the consent of the Monitor, including to provide for the amalgamation of the ResidualCos. as part of the Closing Sequence, provided that such alterations, changes or amendments do not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

6. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

7. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence set out in the Subscription Agreement and the steps contemplated thereunder:

- (a) the Company shall be released, from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;

- (b) the Company shall be deemed to have: (i) transferred to ResidualCo. 1 the Excluded Assets and the Excluded Contracts in consideration of the Excluded Assets and Contracts Promissory Note to ResidualCo. 1, and (ii) transferred to ResidualCo. 2 the Excluded Liabilities, as a single debt obligation, in consideration of the Excluded Liability Promissory Note to ResidualCo. 2;
- (c) all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company (the “**Subject Interest**”) shall be deemed terminated and cancelled for no consideration; and
- (d) all of the right, title and interest in and to the Subscribed Shares issued by the Company to the Investor shall vest absolutely in the Investor, and the Retained Assets will be retained by the Company, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), or any other personal property registry system or pursuant to the *Lands Title Act* (Ontario) or the *Mining Act* (Ontario) (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “B” hereto (the “**Permitted Encumbrances**”)) and, for greater certainty, all of the Encumbrances affecting or relating to the Subscribed Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscribed Shares and Retained Assets, as applicable.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in connection with the Transactions.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Cash Consideration, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts and Excluded Liabilities had not been transferred to ResidualCo. 1 and ResidualCo. 2, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Company prior to Closing.

12. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 6 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) Transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

13. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and

effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (e) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);
- (f) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;
- (g) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (h) any change of control of the Company arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

14. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 13 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company's right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company's rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

15. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-



compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 13 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Company under the Subscription Agreement and the related documents.

16. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

17. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;
- (c) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 1 or ResidualCo. 2, as applicable, in respect of the Excluded

Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and

- (d) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

18. **THIS COURT ORDERS AND DECLARES** that:

- (a) as of the Effective Time, the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects;
- (b) as of the date of this Order, ResidualCo. 1 and ResidualCo. 2 shall be a companies to which the CCAA applies, and ResidualCo. 1 and ResidualCo. 2 shall be added as applicants in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “*Applicant*” shall refer to and include ResidualCo. 1 and ResidualCo. 2, *mutatis mutandis*, (ii) “*Property*”, as defined in the Initial Order, shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (including the Cash Consideration) (collectively, the “**ResidualCos. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos. Property.

19. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 18(a) hereof and the addition of ResidualCo. 1 and ResidualCo. 2 as applicants in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA

Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

20. **THIS COURT ORDERS** that, notwithstanding:

- (c) the pendency of these CCAA Proceedings;
- (d) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, ResidualCo. 1 or ResidualCo. 2 and any bankruptcy order issued pursuant to any such applications; and
- (e) any assignment in bankruptcy made in respect of the Company, ResidualCo.1 or ResidualCo. 2;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscribed Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **RELEASES**

21. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, (i) the present and former directors, officers, employees, legal counsel and advisors of the Company and of ResidualCo. 1 and ResidualCo. 2, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors, and (iii) the Investor, its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages,

judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo.1 or ResidualCo. 2 or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

## **THE MONITOR**

22. **THIS COURT ORDERS** that the Second Report and the activities of the Monitor set out in the Second Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

23. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo. 1 or Residual Co. 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

24. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or

employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

25. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2, or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

#### **CURE COSTS**

26. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Subscription Agreement shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is 30 days following the Effective Time or such later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

#### **GENERAL**

27. **THIS COURT ORDERS** that, following the Effective Time, the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares and the Retained Assets.

28. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 13699404  
CANADA INC. AND 13699447 CANADA INC.

29. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

30. **THIS COURT DECLARES** that the Company shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

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

32. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof, provided that the transaction steps set out in paragraph 7 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 7 hereof.

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**SCHEDULE A**  
**Form of Certificate of Monitor**  
**(see attached)**

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**MONITOR'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated December 7, 2021, which was amended and restated on December 16, 2021 (the "**Initial Order**"), Harte Gold Corp. (the "**Company**") was granted creditor-protection pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**") and FTI Consulting Canada Inc. was appointed as court-appointed monitor of the Company.

B. Pursuant to an Order of the Court dated January 28, 2022 (the "**Approval and Reverse Vesting Order**"), the Court approved the Second Amended and Restated Subscription Agreement made as of January 19, 2022 (the "**Subscription Agreement**") between the Company, as issuer, 1000025833 Ontario Inc., as investor (the "**Investor**") and Silver Lake Resources Limited, as guarantor ("**Silver Lake**"), as well as the Transactions as defined in the Subscription Agreement, which, *inter alia*, provided for : (a) the approval of the Subscription Agreement and the Transactions contemplated thereunder (b) adding 13699404 Canada Inc. and 13699447 Canada Inc. as applicants to these proceedings; (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances (as defined below); and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-19 pandemic;



C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

**THE MONITOR CERTIFIES** that it was advised by the Company and the Investor that:

1. The Investor has satisfied the Subscription Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Investor; and
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ **[TIME]** on \_\_\_\_\_ **[DATE]**.

**FTI Consulting Canada Inc., in its capacity as  
Monitor of Harte Gold Corp., and not in its  
personal capacity**

Per: \_\_\_\_\_

Name:

Title:

## **SCHEDULE B**

### **Permitted Encumbrances**

1. Reservations, limitations, provisions and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

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

Court File No.: CV-21-00673304-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HARTE  
GOLD

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

Proceeding commenced at Toronto

**APPROVAL AND REVERSE VESTING ORDER**

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**Lawyers for the Applicant**

# TAB 4

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

THE HONOURABLE ) FRIDAY, THE 28<sup>TH</sup>  
 )  
MR. JUSTICE PENNY ) DAY OF JANUARY, 2022  
 )

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

**ORDER  
(Monitor's Enhanced Powers)**

**THIS MOTION**, made by Harte Gold Corp. (the "**Company**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, among other things, expanding the Monitor's powers and granting certain related relief, was heard this day via video-conference due to the ongoing COVID-19 pandemic.

**ON READING** the Notice of Motion of the Company, the affidavit of Frazer Bouchier sworn January 24, 2022 (the "**Bouchier Affidavit**"), including the Exhibits thereto, and the Second Report of FTI Consulting Canada Inc., in its capacity as the Court-appointed monitor of the Company (the "**Monitor**"), and on hearing the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited) and counsel for the Appian Parties (as defined in the Bouchier Affidavit) and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated January [●], 2022.

**SERVICE**

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

## DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Bouchier Affidavit or the Amended and Restated Initial Order dated December 20, 2021 (as may be further amended, restated, or otherwise modified, the “**Amended and Restated Initial Order**”), as applicable.

## MONITOR’S ENHANCED POWERS

3. **THIS COURT ORDERS** that, in addition to the powers and duties of the Monitor set out in the Amended and Restated Initial Order or any other Order of this Court granted in these CCAA proceedings, and without altering in any way the obligations of 13699404 Canada Inc. (“**ResidualCo. 1**”) and 13699447 Canada Inc. (“**ResidualCo. 2**” and collectively, the “**ResidualCos**” and each a “**ResidualCo**”) as a result of these proceedings, effective upon the ResidualCos being added as applicants in these CCAA proceedings pursuant to the Approval and Reverse Vesting Order of this Court of even date herewith, the Monitor be and is hereby authorized and empowered, but not required, to:

- (a) cause the ResidualCos to take any and all actions and steps, and execute all agreements, documents and writings, on behalf of, and in the name of, the ResidualCos, contemplated to be taken or executed by the ResidualCos pursuant to or in connection with the Second Amended and Restated Subscription Agreement or the transactions contemplated thereby (or as otherwise may be considered necessary or desirable in connection therewith) or any Order of this Court;
- (b) cause the ResidualCos to take any and all actions and steps, and execute all agreements, documents and writings, on behalf of, and in the name of, the ResidualCos in order to facilitate the performance of any of their obligations, including, without limitation, as contemplated by the Second Amended and Restated Subscription Agreement or any Order of this Court;
- (c) cause the ResidualCos to exercise any rights of the ResidualCos under or in connection with the Second Amended and Restated Subscription Agreement or any agreement or other document related thereto;
- (d) exercise any powers which may be properly exercised by any board of directors of the ResidualCos;

- (e) cause the ResidualCos to retain the services of any person as an employee, consultant or other similar capacity, all under the supervision and direction of the Monitor and on the terms as agreed with the Monitor;
- (f) open one or more new accounts in the name of the Monitor for and on behalf the ResidualCos (the "**ResidualCo Accounts**") into which all funds, monies, cheques, instruments and other forms of payment payable to the ResidualCos may be deposited from and after the making of this Order from any source whatsoever and to operate and control, as applicable, on behalf of the ResidualCos, the ResidualCo Accounts in such manner as the Monitor, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties, including paying the fees and expenses of the Monitor, counsel to the Monitor and counsel to the Company in accordance with the terms of the Initial Order;
- (g) cause the ResidualCos to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down of the ResidualCos, the distribution of the proceeds of the ResidualCos' Property, or any other related activities, including in connection with bringing these CCAA proceedings to an end, including, without limitation, to execute and file articles of amalgamation or such other documents or instruments as may be required to permit or enable ResidualCo. 1 and ResidualCo. 2 to be amalgamated;
- (h) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the ResidualCos (including any governmental authority) in the name of or on behalf of the ResidualCos;
- (i) claim or cause the ResidualCos to claim any and all insurance refunds or tax refunds to which a ResidualCo is entitled;
- (j) assign the ResidualCos, or cause the ResidualCos to be assigned, into bankruptcy, and the Monitor shall hereby be entitled but not obligated to act as a trustee of the ResidualCos in any such bankruptcy;
- (k) cause the dissolution or winding-up of the ResidualCos;
- (l) act as an authorized representative of the ResidualCos in respect of dealings with the Canada Revenue Agency (the "**CRA**"), and the Monitor shall hereby be entitled to execute any appointment or authorization form on behalf of the ResidualCos that

the CRA may require in order to confirm the Monitor's appointment as an authorized representative of the ResidualCos for such purposes; and

- (m) apply to this Court for advice and directions or any further orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court, including for advice and directions with respect to any matter.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the ResidualCos to proceed with an amalgamation, and no director or shareholder approval, if applicable, shall be required, and no other authorization, approval or notice is required for the ResidualCos to amalgamate. Without limiting the foregoing, the ResidualCos shall not be required to comply with the requirements of subsection 185(2) of the *Canada Business Corporations Act* (the "**CBCA**").

5. **THIS COURT ORDERS** that the Director appointed under section 260 of the CBCA shall accept and receive any articles of amalgamation or such other documents or instruments filed by ResidualCo. 1, ResidualCo. 2 or the Monitor on behalf of the ResidualCos, as the case may be, as may be required to permit or enable ResidualCo. 1 and ResidualCo. 2 to be amalgamated.

6. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, the Monitor is not and shall not be or be deemed to be, a director, officer or employee of the ResidualCos.

7. **THIS COURT ORDERS** that, without limiting the provisions of the Amended and Restated Initial Order, the ResidualCos shall remain in possession and control of their Property and the Monitor shall not take, or be deemed to have taken, possession or control of such Property, or any part thereof.

8. **THIS COURT ORDERS** that the Monitor shall not be liable for any employee-related liabilities of the ResidualCos, including any successor employer liabilities as provided for in Section 11.8(1) of the CCAA, other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee related liabilities of the ResidualCos, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts.

9. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor and its legal counsel shall



continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the Amended and Restated Initial Order and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out of the provisions of this Order and exercising any powers granted to it hereunder. Without limiting the generality of the foregoing: (i) in exercising any powers granted to it hereunder, the Monitor shall not be deemed to have taken or maintained possession or control of the Business or Property of the ResidualCos, or any part thereof; and (ii) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part.

10. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the ResidualCos within the meaning of any relevant legislation and that any distributions to creditors of the ResidualCos by the Monitor will be deemed to have been made by the ResidualCos.

11. **THIS COURT ORDERS** that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the ResidualCos with respect to such matters and, in the event of a conflict between the terms of this Order and those of the Amended and Restated Initial Order or any other Order of this Court, the provisions of this Order shall govern.

## **GENERAL**

12. **THIS COURT ORDERS** that, for the avoidance of doubt, all of the powers, rights and protections of the Monitor specified herein shall be construed so as to refer to powers, rights and protections in respect of both ResidualCos or either ResidualCo individually, including as the ResidualCos may be amalgamated.

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

or to assist the ResidualCos and the Monitor and their respective agents in carrying out the terms of this Order.

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

15. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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

Court File No.: CV-21-00673304-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD**

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

Proceeding commenced at Toronto

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**ORDER  
(Monitor's Enhanced Powers)**

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

Court File No. CV-21-00673304-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
HARTE GOLD CORP.**

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

Proceeding commenced at Toronto

**MOTION RECORD OF THE APPLICANT  
(Returnable January 28, 2022)**

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