

11. Underground Contract Mining (Development & Ore Production) contract with STRACON GyM S.A.
12. Preparation of Plant Site, Water & Waste Management Facilities contract with a party to be determined.
13. The Interconnection Agreement No. CT-2015-001915, dated October 22, 2015.
14. Civils Construction (all concrete footings & foundations) contract with a party to be determined.
15. Structural steel and Platework Supply & Erection contract with Estructuras Silos y Tanques de Colombia.
16. SAG Mill Main Equipment Purchase Order between Red Eagle Mining de Colombia S.A.S. and Metso Minerals Industries, Inc. dated April 8, 2015.
17. The Santa Rosa Lease.
18. Lease agreement between Red Eagle Mining de Colombia Limited and Ganaderia Luna Roja S.A.S., dated June 1, 2011, as amended November 27, 2014.

Schedule 1.1.100**Material Santa Rosa Project Authorizations**

The only concession contract necessary for (i) the development, construction and mining operations of the Santa Rosa Project and (ii) the commencement and ongoing operation of commercial production transactions is the Santa Rosa Mining Property.

For the Santa Rosa Mining Property, the following documents and Authorizations have been granted:

1. The Mining Authority approved the PTO for the Santa Rosa Mining Property by means of Resolution issued on August 12, 2014, notified on August 13, 2014.
2. The Environmental License was issued by means of Resolution No. 160 TH1503-11577 on March 9, 2015.
3. Red Eagle Mining de Colombia Limited executed on June 1, 2011, a lease agreement with Ganaderia Luna Roja S.A.S., to pursue exploration activities for Concession Agreement 7560. Five amendments have been executed to extend the term of the leasing agreement; the last amendment was executed on November 27, 2014, valid until June 30, 2015.
4. The Interconnection Agreement No. CT-2015-001915, dated October 22, 2015

Schedule 1.1.101

Material Orders

Nil.

Schedule 1.1.120

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Other Real Property

Nil.

Schedule 1.1.121

Pending Mining Properties

Type of tenure	Issuance Date	Expiration Date	Duration	Area (ha)
Application OG2-081816	NA	NA	NA	1877.5843
Application OG2-08229	NA	NA	NA	387.2909
Application LDM-08061	NA	NA	NA	1629.5200
Application LKA-08004	NA	NA	NA	36.9290
Application LKA-08006X	NA	NA	NA	15.2808
Concession Contract JC3-08091	Nov 3, 2010	Nov 3, 2040	30 Years	3.8500
Concession Contract JC3-08092X	Nov 28, 2013	Nov 28, 2043	30 Years	8.0900
Application KGM-14153X	NA	NA	NA	14.9300
Application KIG-11151	NA	NA	NA	10.1781
Application KGM-14242X	NA	NA	NA	1981.4551
Concession Contract 7723	Apr 1, 2014	April 1, 2044	30 Years	692.5000
Application 7591B	NA	NA	NA	224.2380
Application HBS-10501X	NA	NA	NA	30.4006
Concession Contract 7590B	Mar 31, 2011	Mar 31, 2041	30 Years	351.9480
Concession Contract 7591	Oct 28, 2013	Oct 28, 2043	30 Years	280.57
Concession Contract 7723B	May 11, 2010	May 11, 2040	30 Years	40.13

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Schedule 1.1.143

Royalties

Producing mines are subject to a federal royalty of 4% of the gross value of gold and silver production at 80% of the current London gold price.

Pursuant to (i) the NSR Royalty Agreement between the Borrower, Red Eagle Mining de Colombia Limited and Liberty Metals and Mining Holdings, LLC dated October 22, 2012 and (ii) the Closed Mining Pledge Over Future Productions Contract between Red Eagle Mining de Colombia Limited and Liberty Metals and Mining Holdings, LLC dated October 22, 2012, the Borrower completed the sale of a 2% royalty over the concession contracts and mining applications listed in the table immediately below to Liberty Metals and Mining Holdings, LLC. The Borrower had the option to sell an additional 1% royalty over the concession contracts and mining applications listed in the table immediately below for \$4,166,667 at any time until December 31, 2013. Pursuant to the Addendum no. 1 to the Closed Mining Pledge Over Future Productions Contract between Red Eagle Mining de Colombia Limited and Liberty Metals and Mining Holdings, LLC dated December 19, 2013, the Borrower exercised this option. The Borrower has the option to repurchase a 1% royalty over the concession contracts and mining applications listed in the table immediately below for \$8,333,333 at any time during the first two years of gold production.

Royalties granted in favour of Liberty Metals and Mining Holdings, LLC				
Type of tenure	Issuance Date	Expiration Date	Duration	Area (ha)
Concession Contract 7560	Sept 30, 2010	Sept. 30, 2040	30 Years	499.7
Concession Contract 5790	Sep 30, 2010	Sep 16, 2032	30 Years	270.0
Concession Contract 5791	Oct 7, 2003	Oct 7, 2033	30 Years	219.97
Concession Contract 7171	May 6, 2011	May 6, 2041	30 Years	498.48
Application LDM-08061	NA	NA	NA	1629.5200
Application LKA-08004	NA	NA	NA	36.9290
Application LKA-08006X	NA	NA	NA	15.2808

In connection with the Purchase Agreement between Red Eagle Mining de Colombia Limited, the Borrower and Bullet Holding Corp. dated October 24, 2012, the Borrower granted Bullet Holding Corp. a 1.5% royalty on the concession contracts and mining applications listed in the table immediately below.

Error! Unknown document property name.

Royalties granted in favour of Bullet Holding Corp.				
Type of tenure	Issuance Date	Expiration Date	Duration	Area (ha)
Concession Contract JC3-08091	Nov 3, 2010	Nov 3, 2040	30 Years	3.8500
Concession Contract JIT 08461	Oct 25, 2013	Oct 25, 2043	30 Years	8590.35
Concession Contract JC3-08092X	Nov 28, 2013	Nov 28, 2043	30 Years	8.0900
Application KGM-14153X	NA	NA	NA	14.9300
Application KIG-11151	NA	NA	NA	10.1781
Application KGM-14242X	NA	NA	NA	1981.4551

In connection with a Purchase Agreement dated May 28, 2014 between the Borrower and AngloGold Ashanti Colombia S.A., the Borrower granted AngloGold Ashanti Colombia S.A. a 2% royalty on the concession contracts and mining applications listed in the table immediately below.

Royalties granted in favour of AngloGold Ashanti Colombia S.A.				
Type of tenure	Issuance Date	Expiration Date	Duration	Area (ha)
Concession Contract 7590B	Mar 31, 2011	Mar 31, 2041	30 Years	351.9480
Concession Contract 7723	Apr 1, 2014	April 1, 2044	30 Years	692.5000
Concession Contract 7591	Oct 28, 2013	Oct 28, 2043	30 Years	280.57
Concession Contract 7723B	May 11, 2010	May 11, 2040	30 Years	40.13
Application 7591B	NA	NA	NA	224.2380
Application HBS-10501X	NA	NA	NA	30.4006

Schedule 1.1.148

Santa Rosa Construction Budget

(see attached)

Red Eagle Mining Corporation - OPEX - BUDGET

2017

(all amounts are expressed in United States dollars, unless otherwise noted)

In Thousands of USD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017
Revenue	611	848	-	1,374	1,027	912	260	-	-	-	-	-	5,031
Operating Expenses:						EST							
Mining - Red Eagle	(205)	(198)	(202)	(304)	(502)	(450)	(104)	(78)	(78)	(78)	(78)	(219)	(2,495)
Mining Contractor - Stracon	(793)	(819)	(1,224)	(1,034)	(932)	(753)	(277)	(208)	(208)	(208)	(208)	(360)	(7,023)
Process Plant	(296)	(329)	(627)	(872)	(1,296)	(770)	(457)	(375)	(322)	(322)	(322)	(397)	(6,385)
Administration	(204)	(283)	(342)	(326)	(391)	(466)	(379)	(374)	(371)	(367)	(364)	(388)	(4,256)
Royalties	(38)	(53)	-	(85)	(64)	(57)	(16)	-	-	-	-	-	(312)
Refining and Transportation	(4)	(6)	-	(8)	(7)	(5)	(1)	-	-	-	-	-	(30)
Total Operating Expenses	(1,540)	(1,687)	(2,395)	(2,629)	(3,192)	(2,500)	(1,234)	(1,035)	(979)	(975)	(972)	(1,364)	(20,502)
Brownfields - Infill Drilling													
Cash Flow from Operations	(929)	(840)	(2,395)	(1,255)	(2,164)	(1,589)	(1,179)	(1,345)	(1,304)	(1,366)	(1,363)	(1,755)	(17,483)
Exploration Expenditure	(66)	(72)	(85)	(90)	(75)	(60)	(56)	(56)	(56)	(56)	(56)	(56)	(784)
Corporate Expenditure	(224)	(243)	(323)	(222)	(208)	(252)	(244)	(244)	(244)	(244)	(244)	(244)	(2,936)
Production Payments	(15)	(20)	-	(32)	(25)	(21)	(10)	-	-	-	-	-	(123)
Other CAPEX													
Surface Paste Plant CAPEX							(500)	(500)	(500)	(500)	(500)	(500)	(2,500)
Sustaining Capital Expenditure													
Red Eagle	(200)	(258)	(83)	(293)	(275)	(425)	(227)	(210)	(254)	(250)	(205)	(176)	(2,866)
Stracon	(762)	(684)	(524)	(483)	(861)	(1,275)	(1,241)	(1,229)	(1,289)	(1,198)	(1,276)	(1,128)	(11,949)
Total Sustaining Capital Expenditure	(962)	(942)	(607)	(776)	(1,135)	(1,700)	(1,468)	(1,438)	(1,553)	(1,448)	(1,481)	(1,304)	(14,815)
Contingency							(1,000)	(1,000)	(1,500)	(1,500)	(2,500)	(2,500)	(10,000)
Net Cash Inflow (Outflow)	(2,196)	(2,117)	(3,410)	(2,376)	(3,608)	(3,622)	(3,957)	(4,583)	(5,157)	(5,234)	(6,264)	(6,479)	(49,002)

Schedule 1.1.151

Santa Rosa Mining Property

Type of tenure	Issuance Date	Expiration Date	Duration	Area (ha)
Concession Contract 7560	Sept 30, 2010	Sept. 30, 2040	30 Years	499.7

Schedule 1.1.155

Santa Rosa Real Property

Lease agreement between Red Eagle Mining de Colombia Limited and Inversiones Luna & R S.C.A., dated September 18, 2015

Schedule 3.1.5

Corporate Structure

Subsidiary	Shareholder	Number and type of shares	Percentage ownership
REMDC Holdings Limited	Red Eagle Mining Corporation	28,640 common shares	100%
Red Eagle Finance Limited	Red Eagle Mining Corporation	1 common share	100%
Red Eagle Mining de Colombia S.A.S.	REMDC Holdings Limited	81,649,509 common shares	100%
CB Gold Inc.	Red Eagle Mining Corporation	107,527,972 common shares	51%
Cedar Business Investment Ltd.	CB Gold Inc.	50,000 shares	100%
Leyhat Corporation	Cedar Business Investment Ltd.	50,000 shares	100%
Leyhat Colombia Sucursal	Branch of Leyhat Corporation	Branch of Leyhat Corporation	100%

Schedule 3.1.6

Chief Executive Offices and Other Locations of Obligor

Entity	Place of Business or Chief Executive Office	Other Offices and/or Locations where Collateral kept or conducts business
Red Eagle Mining Corporation	920 – 1030 West Georgia Street Vancouver, BC, Canada, V6E 2Y3	n/a
REMDC Holdings Limited	920 – 1030 West Georgia Street Vancouver, BC, Canada, V6E 2Y3	n/a
Red Eagle Finance Limited	171 Main Street, Road Town, Tortola VG1110, BVI	n/a
Red Eagle Mining de Colombia Limited	920 – 1030 West Georgia Street Vancouver, BC, Canada, V6E 2Y3	n/a
Red Eagle Mining De Colombia S.A.S.	Calle 7 Sur No. 42-10, Oficina 1903, Edificio Forum Medellin, Antioquia Colombia	n/a

Schedule 3.1.40

Bank Accounts

Entity	Account Type and Number
Red Eagle Mining Corporation	<ol style="list-style-type: none">1. Blocked account in USD => 00010-40161842. RBC Business Essentials Variable Pricing Account in CAD => 00010 – 13860933. Royal Business Premium Investment Account in CAD => 00010 – 11964014. Investment Account (One Year Cashable GIC) in CAD => 009301577935. Business Current Account in USD => 00010 – 4024840
REMDC Holdings Limited	<ol style="list-style-type: none">1. Blocked account in USD => 00010-40373962. RBC Business Essentials Variable Pricing Account in CAD => 00010 –11863033. Business Current Account in USD => 00010 – 4009171
Red Eagle Mining de Colombia S.A.S.	<ol style="list-style-type: none">1. Blocked account in USD => 00010-40127532. RBC Business Essentials Variable Pricing Account in CAD => 00010 –10262693. Business Current Account in USD => 00010 – 4004743

Schedule 3.1.41
CB Gold Budget

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See attached.

CB GOLD ANNUAL BUDGET (USD)	2017	2018	Total
Canadian Costs			
Audit	\$ 50,000	\$ 50,000	\$ 100,000
Legal	50,000	50,000	100,000
Travel	36,000	26,380	62,380
Public Company Costs	26,380	26,380	52,759
Bank Fees	5,840	5,840	11,679
Total Canadian Costs	168,219	158,599	326,818
Colombian Costs			
G&A	24,500	24,500	49,000
Labour	61,412	61,412	122,825
Statutory Audit	12,000	12,000	24,000
Legal	400,000	400,000	800,000
Bank Fees	3,410	3,410	6,820
Equity Tax	41,667	41,667	83,333
Total Colombia Costs	542,989	542,989	1,085,978
Project Costs			
Labour Costs	182,860	182,860	365,721
Camp	23,974	23,974	47,948
Travel	27,500	27,500	55,000
Transportation	26,800	26,800	53,600
Engineering	500,000	1,000,000	1,500,000
Underground Drilling and Assaying	2,000,000	2,000,000	4,000,000
Permitting	-	1,000,000	1,000,000
Exploration Adit Development	-	2,000,000	2,000,000
Environmental Management	1,000,000	-	1,000,000
Environmental Base Line	1,000,000	-	1,000,000
EIA	1,000,000	-	1,000,000
CSR	500,000	1,000,000	1,500,000
Overhead	1,000,000	1,000,000	2,000,000
Total Project Costs	7,261,134	8,261,134	15,522,269
10% Contingency	797,234	896,272	1,693,506
Total	\$ 8,769,577	\$ 9,858,994	\$ 18,628,571

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of November 3, 2015

BY: RED EAGLE MINING CORPORATION, a corporation incorporated under the laws of British Columbia.

(the "Borrower")

IN FAVOUR OF: ORION FUND JV LIMITED, an exempted company formed under the laws of Bermuda, as collateral agent for and on behalf of the lenders party from time to time to the Credit Agreement (as defined below).

(the "Collateral Agent")

RECITALS:

- A. The Borrower and Orion Fund JV Limited have entered into a credit agreement dated as of March 24, 2015 (as amended, restated, amended and restated, supplemented or replaced from time to time, the "Credit Agreement");
B. It is a condition precedent to the First Advance under the Credit Agreement that the Borrower enter into this Agreement;
C. The Security Interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Collateral Agent and any other party that is assigned an interest in the Credit Agreement from time to time;

THEREFORE in consideration of the foregoing and the transactions contemplated under the Credit Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Borrower agrees with the Collateral Agent as follows:

ARTICLE 1

INTERPRETATION

This is Exhibit "G" referred to in the affidavit of AMANDA SIMISTER

made before me on Nov 16 2018

1.1 Definitions

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement. In this Agreement, the following terms have the meanings set forth below:

- 1.1.1 "Accessions" means Goods that are installed in or affixed to other Goods;
1.1.2 "Account" means any monetary obligation not evidenced by Chattel Paper, an Instrument or a Security, whether or not it has been earned by performance;

1.1.3 “**this Agreement**”, “**hereto**”, “**herein**”, “**hereof**”, “**hereby**”, “**hereunder**” and any similar expressions refer to this General Security Agreement as it may be amended or supplemented from time to time, and not to any particular Article, section or other portion hereof;

1.1.4 “**Chattel Paper**” means one or more than one writing that evidences both a monetary obligation and a security interest in or a lease of specific Goods;

1.1.5 “**Collateral**” means all of the undertaking, property and assets of the Borrower subject to, or intended to be subject to, the Security Interest, and any reference to “**Collateral**” shall be deemed to be a reference to “**Collateral or any part thereof**” except where otherwise specifically provided;

1.1.6 “**Contractual Rights**” has the meaning attributed to such term in Section 2.3;

1.1.7 “**Credit Agreement**” has the meaning attributed to such term in the recitals;

1.1.8 “**Document of Title**” means any writing that purports to be issued by or addressed to a bailee and purports to cover such Goods in the bailee’s possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the Goods it covers;

1.1.9 “**Goods**” means tangible personal property other than Chattel Paper, Documents of Title, Instruments, Money and Securities, and includes fixtures, growing crops, the unborn young of animals, timber to be cut, and minerals and hydrocarbons to be extracted;

1.1.10 “**Instrument**” means

1.1.10.1 a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of Money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or

1.1.10.2 a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder,

but does not include a writing that constitutes part of Chattel Paper, a Document of Title or a Security;

1.1.11 “**Intangible**” means all personal property, including choses in action, that is not Goods, Chattel Paper, Documents of Title, Instruments, Money or Securities;

1.1.12 “**Inventory**” means Goods that are held by a Person for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process or materials used or consumed in a business or profession;

1.1.13 “**Money**” means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada or by a foreign government as part of its currency;

1.1.14 “**PPSA**” means the *Personal Property Security Act* (Ontario) as amended from time to time and any statute substituted therefor and amendments thereto;

1.1.15 “**Proceeds**” means identifiable or traceable personal property in any form derived directly or indirectly from any dealing with property or the proceeds therefrom, and includes any payment representing indemnity or compensation for loss of or damage to property or proceeds therefrom;

1.1.16 “**Receiver**” means any of a receiver, manager, receiver-manager and receiver and manager;

1.1.17 “**Security**” means a document that is

1.1.17.1 issued in bearer, order or registered form,

1.1.17.2 of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment,

1.1.17.3 one of a class or series or by its terms is divisible into a class or series of documents, and

1.1.17.4 evidence of a share, participation or other interest in property or in an enterprise or is evidence of an obligation of the issuer,

and includes an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporations Act* (Ontario); and

1.1.18 “**Security Interest**” has the meaning attributed to such term in section 2.1.

1.2 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 References to Articles and Sections

Whenever in this Agreement a particular Article, section or other portion thereof is referred to then, unless otherwise indicated, such reference pertains to the particular Article, section or portion thereof contained herein.

1.4 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States currency.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

1.6 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by Applicable Law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

1.7 Amendment, Waiver

No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. 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.

1.8 Governing Law, Attornment

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 and the Borrower hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

ARTICLE 2 SECURITY INTEREST

2.1 Creation of Security Interest

Subject to sections 2.2 and 2.3 hereof, the Borrower hereby grants to the Collateral Agent a security interest (the "**Security Interest**") in the undertaking of the Borrower and in:

2.1.1 all Goods (including without limitation all parts, accessories, attachments, additions and Accessions thereto and all Inventory) whether or not such Goods are now or hereafter become fixtures, all Accounts, all Chattel Paper, all Documents of Title (whether negotiable or not), all Instruments, all Intangibles, all Money and all Securities, and all other personal property, if any, in each case now owned or hereafter acquired by or on behalf of the Borrower or in respect of which the Borrower now or hereafter has any right, title or interest (including, without limitation, such as may be returned to or repossessed by the Borrower) and including, without limitation, all contracts, licenses, computer software, warranties, ownership certificates, manuals, publications, books, statements of account, bills, invoices, letters and other documents or records in any form evidencing or relating to any of the foregoing property;

2.1.2 all renewals of, accretions to and substitutions for any of the property described in section 2.1.1; and

2.1.3 all Proceeds (including Proceeds of Proceeds) of any of the property described in sections 2.1.1 and 2.1.2.

2.2 Exception for Last Day of Leases

The Security Interest granted hereby does not and shall not extend to, and Collateral shall not include, the last day of the term of any lease or sub-lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Borrower, but upon the sale of the leasehold interest or any part thereof the Borrower shall stand possessed of such last day in trust to assign the same as the Collateral Agent shall direct.

2.3 Exception for Contractual Rights

The Security Interest granted hereby does not and shall not extend to, and Collateral shall not include, any agreement, right, franchise, license or permit (the "**Contractual Rights**") to which the Borrower is a party or of which the Borrower has the benefit, to the extent that the creation of the Security Interest therein would constitute a breach of the terms of or permit any Person to accelerate or terminate the Contractual Rights, but the Borrower shall hold its interest therein in trust for the benefit of the Collateral Agent and shall assign such Contractual Rights to the Collateral Agent, or as the Collateral Agent may direct, forthwith upon obtaining the consent of the other party or parties thereto. The Borrower agrees that it shall, upon the request of the Collateral Agent, acting reasonably, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Security Interest.

2.4 Attachment

The attachment of the Security Interest has not been postponed and the Security Interest shall attach to any particular Collateral as soon as the Borrower has rights in such Collateral.

ARTICLE 3

OBLIGATIONS SECURED

3.1 Obligations Secured

The Security Interest granted hereby secures payment and performance in full of the Obligations.

ARTICLE 4
CERTAIN AGREEMENTS OF THE CORPORATION

4.1 Restrictions on Dealing with Collateral

The Borrower agrees that it shall not, without the prior consent in writing of the Collateral Agent, acting reasonably:

4.1.1 Dispose of any Goods or all or any material part of the Collateral as a whole, other than in accordance with the Credit Agreement; or

4.1.2 create, incur, assume or suffer to exist any Encumbrance upon the Collateral, other than Permitted Encumbrances.

No provision hereof shall be construed as a subordination or postponement of the Security Interest to or in favour of any other Encumbrance, whether or not such Encumbrance is permitted hereunder or otherwise.

4.2 Verification of Collateral

The Borrower shall, at all times during its business hours and with reasonable frequency upon reasonable prior written notice from the Collateral Agent and at all times and with reasonable frequency and without notice if an Event of Default shall have occurred and be continuing, permit representatives of the Collateral Agent, at the cost and expense of the Borrower, to enter into or onto its Property, to inspect any of the Collateral and to examine its financial books, accounts and records and to discuss its financial condition with its senior officers and its auditors.

4.3 Expenses

The Borrower shall pay to the Collateral Agent on demand all of the Collateral Agent's reasonable and documented costs, charges and expenses (including, without limitation, reasonable legal fees on a substantial indemnity basis and Receiver's fees) in connection with the preparation, registration or amendment of this Agreement, the perfection or preservation of the Security Interest, the enforcement by any means of any of the provisions hereof or the exercise of any rights, powers or remedies hereunder, including, without limitation, all such costs, charges and expenses in connection with taking possession of Collateral, carrying on the Borrower's business, collecting the Borrower's accounts and taking custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral, together with interest on such costs, charges and expenses from the dates incurred to the date of payment at a rate of interest equal to rate of interest then payable by the Borrower on the Obligations pursuant to the terms of the Credit Agreement.

4.4 Further Assurances

The Borrower shall at its own expense do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages,

charges, assignments, security agreements, hypothecs and assurances (including instruments supplemental or ancillary hereto) and such financing statements as the Collateral Agent may from time to time reasonably request to better assure and perfect its security on the Collateral.

ARTICLE 5 SECURITIES

5.1 Securities

Upon the occurrence of an Event of Default which is continuing, if Collateral includes Securities, at the reasonable request of the Collateral Agent, the Borrower shall transfer the same or any part thereof into the name of the Collateral Agent or that of its nominee so that the Collateral Agent or its nominee may appear as the sole owner of record thereof. After the occurrence of an Event of Default which is continuing, the Borrower waives all rights to receive any notices or communications received by the Collateral Agent or its nominee as such registered owner and agrees that no proxy granted by the Collateral Agent to the Borrower or its nominee as aforesaid shall thereafter be effective.

ARTICLE 6 COLLECTION OF DEBTS

6.1 Collection of Debts

After the occurrence of an Event of Default which is continuing, the Collateral Agent may give notice of the Security Interest to any Person obligated to pay any debt or liability constituting Collateral and may also direct such Person to make all payments on account of any such debt or liability to the Collateral Agent. The Borrower acknowledges that any payments received by the Borrower from such Persons, after the occurrence of an Event of Default and during its continuance, shall be received and held by the Borrower in trust for the Collateral Agent and shall be turned over to the Collateral Agent upon request.

ARTICLE 7 REMEDIES

7.1 Appointment of Receiver

7.1.1 Upon the occurrence of an Event of Default which is continuing, the Collateral Agent may appoint by instrument any Person, whether an officer or an employee of the Collateral Agent or not, to be a Receiver of Collateral and may remove any Receiver so appointed and appoint another in place of such Receiver in the same manner. Any such Receiver shall be deemed to be the agent of the Borrower and not of the Collateral Agent for the purpose of (i) carrying on and managing the business and affairs of the Borrower, and (ii) establishing liability for all acts or omissions of the Receiver while acting as such, and the Collateral Agent shall not be in any way responsible for any acts or omissions on the part of any such Receiver, its officers, employees and agents. The Borrower hereby

irrevocably authorizes the Collateral Agent to give instructions to the Receiver relating to the performance of its duties.

7.1.2 Subject to the provisions of the instrument appointing it and to Applicable Law, any Receiver shall have the power to take possession of Collateral, to preserve Collateral or its value in such manner as it considers appropriate, acting reasonably, to carry on or concur in carrying on all or any part of the business of the Borrower and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral in such manner and on such terms as is commercially reasonable. To facilitate the foregoing powers, any such Receiver may enter upon, use and occupy all premises owned or occupied by the Borrower wherein Collateral may be situate to the exclusion of all others to the extent permitted by law, including the Borrower, maintain Collateral upon such premises, borrow money on a secured or unsecured basis, incur reasonable expenses in the exercise of the rights, powers and remedies set out in this Agreement and use Collateral directly in carrying on the Borrower's business or as security for loans or advances to enable it to carry on the Borrower's business or otherwise, as such Receiver shall, acting reasonably, determine. In addition, the Receiver shall have the following rights, powers and remedies:

7.1.2.1 to make payments to Persons having prior rights or Encumbrances on properties on which the Borrower may hold an Encumbrance and to Persons having prior rights or Encumbrances on the Collateral; and

7.1.2.2 to demand, commence, continue or defend proceedings in the name of the Collateral Agent or of the Receiver or in the name of the Borrower for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral and to give effectual receipts and discharges therefor.

7.1.3 Except as may be otherwise directed by the Collateral Agent, all Proceeds received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to the Collateral Agent. Every such Receiver may, in the discretion of the Collateral Agent, be vested with all or any of the rights and powers of the Collateral Agent under this Agreement or any Document of Title.

7.2 Exercise of Remedies by Collateral Agent

Upon the occurrence of an Event of Default which is continuing, the Collateral Agent may, either directly or through its agents or nominees, exercise all the powers and rights available to a Receiver by virtue of section 7.1. In addition to the rights granted in this Agreement and in any other Document of Title and in addition to any other rights the Collateral Agent may have at law or in equity or otherwise, the Collateral Agent shall have, both before and after the occurrence of an Event of Default, all rights and remedies of a secured party under the PPSA.

7.3 Possession of Collateral

The Borrower acknowledges that following the occurrence of an Event of Default which is continuing, the Collateral Agent or any Receiver appointed by it may take possession of

Collateral wherever it may be located and by any method permitted by law and the Borrower agrees upon request from the Collateral Agent or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

7.4 Remedies Not Exclusive

All rights, powers and remedies of the Collateral Agent under this Agreement may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Collateral Agent and any other rights, powers and remedies of the Collateral Agent however created or arising. No single or partial exercise by the Collateral Agent of any of the rights, powers and remedies under this Agreement or under any other security now or hereafter held by the Collateral Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Agreement or any other security or at law, in equity or otherwise. The Collateral Agent shall at all times have the right to proceed against Collateral or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Collateral Agent may have with respect to this Agreement or any other security or at law, in equity or otherwise. No delay or omission by the Collateral Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

7.5 Borrower Liable for Deficiency

The Borrower shall remain liable to the Collateral Agent for any deficiency after the Proceeds of any sale, lease or other disposition of Collateral are received by the Collateral Agent.

7.6 Exclusion of Liability of Collateral Agent and Receiver

The Collateral Agent shall not, nor shall any Receiver appointed by it, be liable for any failure to exercise its rights, powers or remedies arising hereunder or otherwise, including without limitation any failure to take possession of, collect, enforce, realize, sell, lease or otherwise dispose of, preserve or protect the Collateral, to carry on all or any part of the business of the Borrower relating to the Collateral or to take any steps or proceedings for any such purposes. Neither the Collateral Agent nor any Receiver appointed by it shall have any obligation to take any steps or proceedings to preserve rights against prior parties to or in respect of Collateral, including without limitation any Instrument, Chattel Paper or Securities, whether or not in the Collateral Agent's or the Receiver's possession, and neither the Collateral Agent nor any Receiver appointed by it shall be liable for failure to do so. Subject to the foregoing, the Collateral Agent shall use reasonable care in the custody and preservation of the Collateral in its possession.

7.7 Notice of Sale

Unless required by law, neither the Collateral Agent nor any Receiver appointed by it shall be required to give the Borrower any notice of any sale, lease or other disposition of the Collateral, the date, time and place of any public sale of Collateral or the date after which any private disposition of Collateral is to be made.

ARTICLE 8
APPLICATION OF PROCEEDS

8.1 Application of Proceeds

The Proceeds arising from the enforcement of the Security Interest as a result of the possession by the Collateral Agent or the Receiver of the Collateral or from any sale, lease or other disposition of, or realization of security on, the Collateral (except following acceptance of Collateral in satisfaction of the Obligations) shall be applied by the Collateral Agent or the Receiver in accordance with the Credit Agreement.

8.2 Monies Actually Received

The Borrower shall be entitled to be credited only with the actual Proceeds arising from the possession, sale, lease or other disposition of, or realization of security on, the Collateral when received by the Collateral Agent or the Receiver and such actual Proceeds shall mean all amounts received by the Collateral Agent or the Receiver upon such possession, sale, lease or other disposition of, or realization of security on, the Collateral.

ARTICLE 9
GENERAL

9.1 Power of Attorney

The Borrower hereby appoints the Collateral Agent as the Borrower's attorney, effective upon the occurrence and during the continuance of an Event of Default, with full power of substitution, in the name and on behalf of the Borrower, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Borrower has herein agreed to execute, deliver and do or as may be required by the Collateral Agent or any Receiver to give effect to this Agreement or in the exercise of any rights, powers or remedies hereby conferred on the Collateral Agent, and generally to use the name of the Borrower in the exercise of all or any of the rights, powers or remedies hereby conferred on the Collateral Agent. This appointment, coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Borrower.

9.2 Set-Off

Upon the occurrence of an Event of Default which is continuing and has not been cured in accordance with the Credit Agreement or waived by the Collateral Agent, the Collateral Agent may at any time and from time to time, without notice (unless required by law) to the Borrower or to any other Person, set-off, appropriate and apply any and all deposits, general or special, matured or unmatured, held by or for the benefit of the Borrower with the Collateral Agent, and any other indebtedness and liability of the Collateral Agent to the Borrower, matured or unmatured, against and on account of the Obligations when due, in such order of application

as the Collateral Agent may from time to time determine in accordance with the Credit Agreement.

9.3 Dealings with Others

The Collateral Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, make settlements, grant releases and discharges and otherwise deal with the Borrower, debtors of the Borrower, sureties and other Persons and with Collateral and other security as the Collateral Agent sees fit, without prejudice to the liability of the Borrower to the Collateral Agent or the rights, powers and remedies of the Collateral Agent under this Agreement.

9.4 No Obligation to Advance

Nothing herein contained shall in any way obligate the Collateral Agent to advance any funds, or otherwise make or continue to make any credit available, to the Borrower.

9.5 Perfection of Security

The Borrower authorizes the Collateral Agent to file such financing statements and other documents and do such acts, matters and things as the Collateral Agent may consider appropriate, acting reasonably, (i) to perfect and continue the Security Interest, (ii) to protect and preserve the interest of the Collateral Agent in Collateral, and (iii) upon the occurrence of an Event of Default which is continuing, to realize upon the Security Interest.

9.6 Communication

Any notice or other communication, including a demand or a direction, required or permitted to be given hereunder shall be in writing and shall be given in the manner and at the addresses provided for in the Credit Agreement.

9.7 Successors and Assigns

This Agreement shall be binding on the Borrower and its successors and shall enure to the benefit of the Collateral Agent and its successors and permitted assigns. This Agreement shall be assignable by the Collateral Agent and the Borrower in accordance with the terms of the Credit Agreement.

9.8 Copy Received

The Borrower hereby acknowledges receipt of a copy of this Agreement and a copy of the financing statement or verification statement registered under the PPSA in respect of the Security Interest.

9.9 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same


Agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile or other electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Person. Electronic delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Borrower has executed this Agreement as of the date first set out above.

RED EAGLE MINING CORPORATION

By:



Name: Ian Slater
Title: CEO

I have the authority to bind the corporation.

This is Exhibit "H" referred to in the affidavit ofAMANDA SIMISTER..... made before me on Nov 16 2018

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.....
A Commissioner for Taking Affidavits
for British Columbia
GUARANTEE

This guarantee (this "Guarantee") is granted as of October 5th, 2015, by each of **REMDC HOLDINGS LIMITED, RED EAGLE FINANCE LIMITED, and RED EAGLE MINING DE COLOMBIA S.A.S.** (each, a "Guarantor" and, collectively, the "Guarantors") in favour of **ORION FUND JV LIMITED** (the "Collateral Agent"), for and on behalf of itself and any other party that is assigned an interest in the Credit Agreement (as defined below) from time to time.

RECITALS:

- A. Red Eagle Mining Corporation (the "Borrower") and the Collateral Agent have entered into a credit agreement dated as of March 24, 2015 (as amended, restated, amended and restated, supplemented or replaced from time to time, the "Credit Agreement");
- B. The Borrower is the direct or indirect parent corporation of each Guarantor;
- C. It is a condition precedent to the First Advance under the Credit Agreement that the Guarantors guarantee the Obligations (as defined in the Credit Agreement).
- D. Each Guarantor has agreed to guarantee to the Collateral Agent the Obligations (as defined in the Credit Agreement), on the terms and conditions set forth herein;

THEREFORE, in consideration of the foregoing and the transactions contemplated under the Credit Agreement, including, without limitation, the development, construction and operation of the Santa Rosa Project (as defined in the Credit Agreement), and other benefits accruing to the Guarantors, the receipt and sufficiency of which are acknowledged, each Guarantor hereby covenants and agrees as follows:

- 1. **Definitions.** Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement. In this Guarantee, the following terms shall have the meanings set forth below:
 - (a) "Borrower" has the meaning ascribed to it in the recitals, and includes its permitted successors and assigns;
 - (b) "Credit Agreement" has the meaning ascribed to it in the recitals;
 - (c) "Guarantee" has the meaning ascribed to it in the preamble;
 - (d) "Guarantor" and "Guarantors" have the meaning ascribed to them in the preamble, and includes their permitted successors and assigns;
 - (e) "Collateral Agent" has the meaning ascribed to it in the recitals, and includes its permitted successors and assigns;
 - (f) "Note" means a Colombian law *pagaré* in the form of Exhibit A, to be executed by Red Eagle Mining de Colombia S.A.S. before a notary public and delivered to

the Collateral Agent on the date hereof and which shall be filled out by the Collateral Agent in accordance with the instructions set forth in the instruction letter in the form of Exhibit B, to be executed by Red Eagle Mining de Colombia S.A.S. and delivered to the Collateral Agent on the date hereof (the "Instruction Letter"). The Note and the Instruction Letter shall be governed by and construed in accordance with the laws of the Republic of Colombia.

2. **Guarantee of Obligations.** Each Guarantor hereby irrevocably and absolutely, as principal obligor and not merely as surety, guarantees and promises to pay, upon demand of the Collateral Agent, the Obligations when due in the same manner in all respects as the Obligations are required to be paid or performed by the Borrower. Notwithstanding the above, or any other provision in this Guarantee or in the Credit Agreement, this is a guarantee of payment and performance and not of collectability. The liability of each Guarantor hereunder shall in no way be affected or impaired by any acceptance by the Collateral Agent of any direct or indirect security for, or other guarantees of, any indebtedness, liability or obligation of the Borrower or any other Person to the Collateral Agent, or by the issuance of any Note, or by any failure, delay, neglect or omission by the Collateral Agent to realize upon or protect any such indebtedness, liability or obligation or any notes or other instruments evidencing the same or any direct or indirect security therefor or by any approval, consent, waiver, or other action taken, or omitted to be taken, by the Collateral Agent. Red Eagle Mining de Colombia S.A.S., for the purposes of Colombian law, shall be deemed and treated as a *Codeudor Solidario*, without prejudice to application of the contractual waivers set forth herein.
3. **Note.** Red Eagle Mining de Colombia S.A.S. obligations under this Guarantee shall be evidenced by the Note issued to the Collateral Agent which shall be payable on demand, for the principal amount of the Obligations and all amounts outstanding thereunder or otherwise payable to the Collateral Agent in respect thereof.

Neither the execution, delivery, participation or assignment of the Note, or the commencement of any procedure (whether out-of-court or in court) or the exercise of any remedy in connection therewith, nor the total or partial collection of the Note shall be deemed to be an amendment of any term or condition of this Guarantee. Payment of any part of the Obligations under the Note in accordance with the terms of this Guarantee shall, to the extent that such payment would discharge the Borrower's Obligations under the Credit Agreement, discharge such obligation *pro tanto*.

Upon full repayment of the Obligations, this Guarantee shall cease to exist and the Collateral Agent shall return such Note to Red Eagle Mining de Colombia S.A.S. for cancellation promptly, but in any event within fifteen (15) Business Days of repayment.

The issuance and/or delivery of the Note is not intended to, and shall not, constitute payment or novation of any part of the Obligations.

Red Eagle Mining de Colombia S.A.S. agrees and covenants that it will: (i) execute and deliver any and all amendments or endorsements to the Note, or replace the Note with amended or endorsed Note, and take all further action that may in the reasonable

judgment of the Collateral Agent be necessary, or that the Collateral Agent may reasonably request from time to time, to ensure that the Note duly reflects the terms of this Guarantee; and (ii) execute and deliver replacement Note that may be necessary in the reasonable judgment of the Collateral Agent or that the Collateral Agent may reasonably request from time to time, to ensure that the Note duly reflects the terms of this Guarantee.

If the Note is mutilated, lost, stolen or destroyed and the Collateral Agent has filed the corresponding cancellation and replacement claims (*demanda de cancelación y reposición*) before the courts of the Republic of Colombia, Red Eagle Mining de Colombia S.A.S. shall issue and deliver a new Note of the same date, maturity and denomination as the Note so mutilated, lost, stolen or destroyed. In the event that any lost or stolen Note is subsequently found, Collateral Agent shall cancel such Note and deliver such canceled Note to Red Eagle Mining de Colombia S.A.S.; provided that Red Eagle Mining de Colombia S.A.S. shall have already delivered a substitute Note to the Collateral Agent.¹

4. **Indemnity.** Each Guarantor agrees as a primary obligor and not merely as surety to indemnify and hold harmless the Collateral Agent on demand from and against any loss, cost or damage incurred by the Collateral Agent as a result of any obligation of any Guarantor hereunder as guarantor being or becoming void, voidable, unenforceable or otherwise ineffective against such Guarantor for any reason whatsoever (whether or not known to the Collateral Agent or any other Person), the amount of such loss being limited to the amount that the Collateral Agent would have been entitled to recover from such Guarantor pursuant to this Guarantee had such obligations not become void, voidable, unenforceable or otherwise ineffective against such Guarantor.

5. **Continuing Guarantee.**

(a) The guarantee and the indemnity of each Guarantor contained in this Guarantee is a continuing obligation of such Guarantor and its successors and permitted assigns (and all liabilities to which it applies or may apply under the terms of this Guarantee shall be conclusively presumed to have been created in reliance on such guarantee and indemnity), notwithstanding any settlement of account or the occurrence of any other thing, and shall remain in full force and effect until:

- (i) the Obligations have been fully paid or performed strictly in accordance with the provisions of the Credit Agreement, regardless of any intermediate payment or discharge in whole or in part; and
- (ii) all of the obligations of the Guarantors under this Guarantee have been fully performed in accordance with this Guarantee.

(b) The guarantee and the indemnity of each Guarantor contained in this Guarantee shall be additional, separate and independent obligations of such Guarantor.

¹ B&U: Please note that the promissory note will be delivered upon filing of the cancellation request.

- (d) any change in the existence, structure, constitution, name, control or ownership of the Borrower, any Guarantor or any other Person;
- (e) any insolvency, bankruptcy, amalgamation, merger, reorganization, arrangement or other similar proceeding affecting the Borrower, any Guarantor or any other Person or the assets of the Borrower, any Guarantor or any other Person, except as provided in 11(c);
- (f) the existence of any claim, set-off or other rights which any Guarantor may have at any time against the Borrower, the Collateral Agent or any other Person, whether in connection with the Obligations or any unrelated transactions;
- (g) any release or non-perfection or any invalidity, illegality or unenforceability relating to or against the Borrower, any Guarantor or any other Person, whether relating to any instrument evidencing the Obligations or any other agreement or instrument relating thereto or any part thereof or any provision of Applicable Law or regulation purporting to prohibit the payment by the Borrower, any Guarantor or any other Person of any of the Obligations;
- (h) any limitation, postponement, prohibition, subordination or other restriction on the rights of the Collateral Agent to payment of the Obligations or to take any steps in respect thereof;
- (i) any release, substitution or addition of any co-signer, endorser, other guarantor or any other Person in respect of the Obligations;
- (j) any defence arising by reason of any failure of the Collateral Agent to make any presentment, demand for performance, notice of non-performance, protest, and any other notice, including notice of (i) acceptance of this Guarantee, (ii) partial payment or non-payment of all or any part of the Obligations, and (iii) the existence, creation, or incurring of new or additional Obligations; except as provided in Colombian law with reference to the Statute of Limitation of the Note.
- (k) any defence arising by reason of any failure of the Collateral Agent to proceed against the Borrower, or any other Person, to proceed against, apply or exhaust any security held from the Borrower, any Guarantor or any other Person for the Obligations, or to proceed against or to pursue any other remedy in the power of the Collateral Agent whatsoever;
- (l) to the extent permitted under Applicable Law, the benefit of any law which provides that the obligation of a guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal obligation or which reduces a guarantor's obligation in proportion to the principal obligations;
- (m) any defence arising by reason of any incapacity, lack of authority, or other defence of the Borrower, any Guarantor or any other Person, or by reason of the cessation from any cause whatsoever of the liability of the Borrower, any

Guarantor or any other Person with respect to all or any part of the Obligations, or by reason of any act or omission of the Collateral Agent or others which directly or indirectly results in the discharge or release of the Borrower, any Guarantor or all or any part of the Obligations or any security, or guarantee therefor, whether by operation of law or otherwise;

- (n) any defence arising by reason of any failure by the Collateral Agent to obtain, perfect or maintain a perfected (or any) security interest in or lien or encumbrance upon any property of the Borrower, any Guarantor or any other Person or by reason of any interest of the Collateral Agent in any property, whether as owner thereof or the holder of a security interest therein or lien or encumbrance thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment by the Collateral Agent of any right to recourse or collateral;
- (o) any defence arising by reason of the failure of the Collateral Agent to marshal any assets;
- (p) any defence based upon any failure of the Collateral Agent to give to the Borrower, any Guarantor or any other Person notice of any sale or other disposition of any property securing any or all of the Obligations or any guarantee thereof, or any defect in any notice that may be given in connection with any sale or other disposition of any such property, or any failure of the Collateral Agent to comply with any provision of Applicable Law in enforcing any security interest in or lien upon any such property, including any failure by the Collateral Agent to dispose of any such property in a commercially reasonable manner;
- (q) any dealing whatsoever with the Borrower, any Guarantor or other Person or any security, whether negligently or not, or any failure to do so;
- (r) any rights, defenses, or benefits granted to Red Eagle Mining de Colombia S.A.S. by articles 2383 (*Beneficio de Excusión*) and 2392 (*Beneficio de División*) of the Colombian Civil Code;
- (s) to the extent permitted by Applicable Law, any extinguishment of all or any of the Obligations for any reason whatsoever (other than the actual satisfaction thereof);
or
- (t) any other circumstances which might otherwise constitute a defence available to, or a discharge of, any Guarantor, any other act or omission to act or delay of any kind by the Borrower, the Collateral Agent, any Guarantor or any other Person or any other circumstance whatsoever, whether similar or dissimilar to the foregoing, which might, but for the provisions of this Section 9, constitute a legal or equitable discharge, limitation or reduction of the obligations of any Guarantor hereunder (other than the payment or satisfaction in full of all of the Obligations).

The foregoing provisions apply (and the foregoing waivers shall be effective) even if the effect is to destroy or diminish any Guarantor's subrogation rights, any Guarantor's right

to proceed against the Borrower for reimbursement, and any Guarantor's right to recover contribution from any other Guarantor, or any other right or remedy.

10. **Postponement and Subordination.** Upon the occurrence and during the continuance of a Default or Event of Default, all debts, liabilities and obligations, present and future, of the Borrower or any Guarantor to or in favour of any one or more of the Guarantors shall be and are hereby postponed and subordinated to the prior payment and performance in full of the Obligations. All money received by the Guarantors in respect of such debts, liabilities and obligations during the continuance of a Default or Event of Default shall be received and held in trust for the benefit of the Collateral Agent and shall be forthwith paid over to the Collateral Agent, the whole without in any way lessening or limiting the liability and obligations of the Guarantors hereunder and this postponement is independent of the guarantee and shall remain in full force and effect until payment and performance in full of the Obligations and all obligations of the Guarantors under this Guarantee.
11. **Representations and Warranties.** Each Guarantor represents and warrants as follows to the Collateral Agent and acknowledges and confirms that the Collateral Agent is relying upon such representations and warranties:
 - (a) **Status and Authority.** It is a company duly incorporated or continued, as applicable, and existing under the laws of its jurisdiction of incorporation or continuance, as applicable, and has all corporate authority, capacity and powers and all material governmental authority required to carry on its business as now conducted.
 - (b) **Valid Authorization.** The execution, delivery and performance by the Guarantor of this Guarantee and each of the other Loan Documents to which it is a party: (i) is within such Guarantor's corporate authority, capacity and power; (ii) has been duly authorized by all necessary corporate or other action, as applicable; (iii) except for those governmental authorizations, actions by or in respect of, or filing with, any Governmental Entity set forth in the Colombian Security Documents and any registrations required to be completed before the Central Bank, requires no governmental authorization or action by or in respect of, or filing with, any Governmental Entity; and (iv) does not contravene or constitute a default under any provision of Applicable Law, or any agreement or any judgment, injunction, order, decree or other instrument binding upon such Guarantor.
 - (c) **Enforceability of Documents.** This Guarantee and each of the other Loan Documents to which the applicable Guarantor is a party constitute valid and legally binding obligations of such Guarantor, enforceable against such Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

12. **Effective Time of Repetition.** All representations and warranties, when repeated or deemed to be repeated hereunder or under the Credit Agreement, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.
13. **Nature of Representations and Warranties.** The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigation or examinations which may be made by the Collateral Agent. Such representations and warranties shall survive until this Guarantee has been terminated.
14. **Covenants Contained in the Credit Agreement and Other Loan Documents.** Each Guarantor hereby covenants and agrees with the Collateral Agent that it shall observe, perform and comply with any and all of the covenants of the Borrower contained in the Credit Agreement or other Loan Documents that are applicable to such Guarantor as if such Guarantor was a party to the Credit Agreement or such other Loan Documents.
15. **Deemed Existence.** If, at any time, all or any part of any payment previously applied by the Collateral Agent to any of the Obligations is or must be rescinded or returned by the Collateral Agent for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, or reorganization of the Borrower) such Obligations shall, for the purpose of this Guarantee, to the extent that such payment is rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Collateral Agent and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such the Obligations, all as though such application by the Collateral Agent had not been made.
16. **Other Securities.** This Guarantee is in addition to and not in substitution for any other guarantee or any other securities by whomsoever given at any time held by the Collateral Agent for any present or future Obligations, and the Collateral Agent shall at all times have the right to proceed against or realize upon all or any portion of any other guarantees or securities or any other money or assets to which the Collateral Agent may become entitled or have a claim in such order and in such manner as the Collateral Agent in its sole and unfettered discretion may deem fit.
17. **Enforcement of Guarantee.** The obligations of the Guarantors under this Guarantee shall be enforceable by the Collateral Agent upon demand for payment of the Obligations without the necessity of any action or recourse whatsoever against the Borrower, any security or any other guarantor. The remedies provided in this Guarantee are cumulative and not exclusive of any remedies provided by Applicable Law, any other Loan Documents or otherwise. The Guarantors waive any right they may have of first requiring the Collateral Agent (or any trustee, agent or other Person acting on its behalf) to proceed against or enforce any other rights or security or claim payment from any Person before claiming from the Guarantors under this Guarantee.
18. **Subrogation.** The Guarantors shall have no right to be subrogated in any rights of the Collateral Agent hereunder until the Collateral Agent shall have received full, final and

indefeasible payment and performance of the Obligations and the Collateral Agent has no further obligation to extend credit or advance monies to or for the benefit of the Borrower.

19. **Costs.** The Guarantors shall reimburse the Collateral Agent for all expenses (including the fees and disbursements of counsel) incurred by the Collateral Agent in collecting or compromising any of the Obligations and in enforcing this Guarantee or any other guarantee of the Obligations, and the term Obligations shall be deemed to include all such expenses.
20. **Payment on Stay.** If: (i) the Borrower is prevented from making payment of any of the Obligations when it would otherwise be required to do so; or (ii) the Collateral Agent is prevented from demanding payment of the Obligations because of a stay or other judicial proceeding or any other legal impediment, all Obligations or other amounts otherwise subject to demand, acceleration or payment shall be payable by the Guarantors as provided for hereunder.
21. **Waiver of Notice.** The Guarantors waive all notices which may be required by any statute, rule of law, contract or otherwise to preserve any rights to the Collateral Agent against the Guarantors.
22. **Taxes.** Any and all payments by the Guarantors hereunder shall be made free and clear of and without deduction for any and all present and future taxes, liens, imposts, stamp taxes, deductions, charges or withholdings, and all liabilities with respect thereto and any interest, additions to tax and penalties imposed with respect thereto, but excluding, with respect to the Collateral Agent, taxes imposed on its income or capital and franchise taxes imposed on it by any taxation authority (hereinafter referred to as "Taxes"). If any Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to the Collateral Agent:
 - (a) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 22) the Collateral Agent receives an amount equal to the sum it would have received had no such deductions been made; and
 - (b) such Guarantor shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with Applicable Law.
23. **No Waiver; Remedies Cumulative.** No failure or delay on the part of the Collateral Agent in exercising any right, power or privilege hereunder or under the Credit Agreement and no course of dealing between any Guarantor and the Collateral Agent shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. No notice to or demand on any Guarantor in any case shall entitle any Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Collateral Agent to take any other or further action

in any circumstances without notice or demand. All remedies, either under this Guarantee or the Credit Agreement or pursuant to any Applicable Law or otherwise, afforded to the Collateral Agent shall be cumulative and not alternative.

24. **Governing Law.** This Guarantee shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Note shall be governed by and construed in accordance with the laws of the Republic of Colombia.
25. **Severability.** If any provision or paragraph of this Guarantee shall be invalid, illegal or unenforceable in any respect or in any jurisdiction, it shall not affect the validity, legality or enforceability of such provision or paragraph in any other jurisdiction or the validity, legality or enforceability of any other provision of this Guarantee. Any determination that this Guarantee is void or not enforceable against any one Guarantor shall not affect the validity and enforceability of this Guarantee with respect to any other Guarantor.
26. **Joint and Several Liability.** Each Guarantor acknowledges and agrees that it is jointly and severally liable for all liabilities, obligations, representations and warranties of the Guarantors set forth in this Guarantee, including the guarantee of the Obligations under Section 2 hereof.
27. **Notices.** Any demand, notice or other communication to be given in connection with this Guarantee must be given in accordance with the Credit Agreement.
28. **Amendment.** No amendment or any change to, or waiver of, any provision of this Guarantee shall be effective unless in writing and signed by the Collateral Agent.
29. **Enurement.** The provisions hereof shall enure to the benefit of and be enforceable by the Collateral Agent and its respective successors and assigns permitted pursuant to the Credit Agreement and shall be binding upon the Guarantors and their successors and permitted assigns. Each Guarantor may not assign or otherwise transfer any of its rights under this Guarantee. The benefit of this Guarantee may be freely and unconditionally assigned, transferred or otherwise disposed of, in whole or in part, by the Collateral Agent to any other Person, corporate or otherwise, to whom the Collateral Agent has assigned all or part of its rights pursuant to the Credit Agreement, provided that, prior to any such assignment, the Collateral Agent shall have provided Red Eagle Finance Limited with at least five (5) days' prior written notice of the intent to effect such assignment.
30. **Counterparts.** This Guarantee may be executed in any number of counterparts (including by facsimile or other electronic format) and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

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IN WITNESS WHEREOF the Guarantors have executed this Guarantee as of the date first above written.

REMDC HOLDINGS LIMITED

By: _____
Name: *Jan Slobin*
Title: *Chief Executive Officer*

I/We have authority to bind the corporation.

RED EAGLE FINANCE LIMITED

By: _____
Name: *Jan Slobin*
Title: *Chief Executive Officer*

I/We have authority to bind the company.

RED EAGLE MINING DE COLOMBIA S.A.S.

By: _____
Name: *RAFAEL SILVA*
Title: *COUNTRY MANAGER*

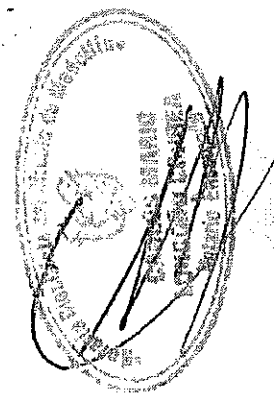
I/We have authority to bind the corporation.



CARTA DE INSTRUCCIONES

Medellín, primero de octubre de 2015

Señores
ORION FUND JV LIMITED
Ciudad



Apreciados señores:

Se hace referencia al Pagaré en blanco No. 001 suscrito por Red Eagle Mining Colombia S.A.S. (el "Pagaré") a favor de Orion Fund JV Limited el día primero (1) de octubre de 2015.

Red Eagle Mining de Colombia S.A.S. sociedad constituida e inscrita de conformidad con las leyes de la República de Colombia, con N.I.T. 900.818.223-2 y domicilio principal en la ciudad de Medellín, Colombia, representada en este acto por Rafael Guillermo Silva, mayor de edad, domiciliado en la ciudad de Medellín e identificado con cédula de ciudadanía No. 91.247.890, quien actúa en su calidad de representante legal, todo lo cual consta en el certificado de representación legal expedido el primero de octubre de 2015 por la Cámara de Comercio de Medellín (el "Deudor"), por medio del presente documento autoriza de manera expresa, irrevocable e incondicional a Orion Fund JV Limited y/o a quien sea el tenedor legítimo del Pagaré (el "Acreedor"), para llenar, sin previo aviso, los espacios en blanco del Pagaré, según los siguientes términos y condiciones:

- 1. Autorización para llenar el Pagaré:** En los términos del artículo 622 del Código de Comercio de Colombia, el Deudor autoriza expresa e irrevocablemente al Acreedor y/o sus cesionarios, endosatarios o sucesores, a llenar los espacios en blanco del Pagaré de manera mecánica (a máquina) o a mano, de conformidad con las instrucciones que se indican a continuación, sin necesidad de aviso previo, presentación, reconvención privada o judicial, protesto, denuncia, reclamación, requerimiento, constitución en mora o notificación adicional de cualquier naturaleza, de conformidad con esta carta de instrucciones.
- 2. Fecha de Vencimiento:** La Fecha de Vencimiento (literal (a) del Pagaré) que el Acreedor consignará en el Pagaré, será el día en que sea llenado el espacio en blanco correspondiente de dicho Pagaré.
- 3. Valor:** El derecho incorporado, valor o importe ("Valor") (literal (b) del Pagaré) que el Acreedor consignará en el Pagaré, será el equivalente al monto total que, a la fecha en que sean llenados los espacios en blanco correspondientes de dicho Pagaré, sea debido por el Deudor al Acreedor por concepto de cualquier pago o reembolso adeudado bajo el contrato de garantía celebrado el día primero (1) de octubre de 2015 entre Red Eagle Mining Corporation, el Deudor y el Acreedor, incluyendo cualquier indexación, multa, comisión, intereses corrientes e

o costos asociados o derivados de las sumas adeudadas por concepto de dicho reembolso.

Todos los intereses bajo el Pagaré deberán ser calculados sobre la base de un año de 360 días según sea el caso y serán pagaderos por el número de días efectivamente transcurridos.

Para el efecto, el Deudor acepta lo que conste en libros y registros del Acreedor como sumas que por el concepto aquí referido, el Deudor adeude al Acreedor.

El Deudor se compromete a depositar en la cuenta bancaria que el Acreedor designe para tal fin el Valor y cualquier suma o pago que deba hacer en virtud del presente Pagaré, libre de gravámenes, contribuciones, comisiones, impuestos, tasas, retenciones o cualquier otro cargo que sea imponible a tal giro o transferencia.

4. Aceptación y perjuicios: El Deudor manifiesta haber recibido copia del Pagaré, y que conoce y acepta, en su integridad, los términos del Pagaré que ha otorgado en favor del Acreedor y que para que éste sea llenado y cobrado, no se requiere demostrar perjuicio alguno por parte del Acreedor.

5. Copia y espacios en blanco: El Deudor deja expresa constancia que ha recibido copia del Pagaré y de la presente carta de instrucciones, y que el Pagaré con espacios en blanco ha sido emitido sin precisar, en el acto de su emisión, su importe o derecho incorporado ni su Fecha de Vencimiento.

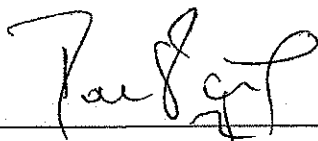
6. Mérito ejecutivo: El Pagaré diligenciado con fundamento en las presentes instrucciones será exigible inmediatamente y prestará mérito ejecutivo sin más requisitos.

7. Pagaré creado en Colombia. El Deudor declara bajo gravedad de juramento que el Pagaré fue creado en la República de Colombia.

8. Ley aplicable: Para todos los efectos legales, el otorgamiento, existencia, validez y eficacia del presente Pagaré está sujeto a las leyes y a la jurisdicción ordinaria de la República de Colombia.

Firmado en Medellín el día primero (1) de octubre de 2015 en los términos del artículo 622 del Código de Comercio colombiano.

Firma




Funcionario Autorizado: Rafael Guillermo Silva
 Empresa: Red Eagle Mining de Colombia S.A.S.
 Dirección: Calle 7 Sur No. 42-70 Oficina 1903
 Teléfono: 403 1300

DILIGENCIA DE RECONOCIMIENTO

Se presentó a la Notaría Dieciocho del
Círculo de Medellín al Señor(a)

SILVA SILVA RAFAEL GUILLERMO

Identificado con C.C. **91297890**

Y manifestó que el contenido del documento que antecede es cierto,
que la firma que en él aparece es la suya para constancia se firma.

Medellín 01/10/2015 a las 04:08 p.m.

[Handwritten Signature]
FIRMA

011037490 JFORLEY
www.notariaenlinea.com

CARLOS MARIO LONDOÑO CORREA
NOTARIO 17 (E) DEL CÍRCULO DE MEDELLÍN

qk@zaqllk@9lk0

[Circular Notary Seal]
CÍRCULO DE MEDELLÍN
CARLOS MARIO LONDOÑO CORREA
NOTARIO 17 (E)

[Fingerprint]

PAGARÉ

Pagaré No.: 001

1 de octubre de 2015

Valor: US\$

Tasa de interés corriente:

Suscriptor: Red Eagle Mining de Colombia S.A.S.

Red Eagle Mining de Colombia S.A.S. sociedad constituida e inscrita de conformidad con las leyes de la República de Colombia, con N.I.T. 900.818.223-2 y domicilio principal en la ciudad de Medellín, Colombia, representada en este acto por Rafael Guillermo Silva, mayor de edad, domiciliado en la ciudad de Medellín e identificado con cédula de ciudadanía No. 91.247.890, quien actúa en su calidad de representante legal, todo lo cual consta en el certificado de representación legal expedido el día primero (1) de octubre de 2015 por la Cámara de Comercio de Medellín (el "Deudor"), se obliga en los siguientes términos:

Primero. Promete incondicionalmente pagar a la orden de Orion Fund JV Limited y/o a quien sea el tenedor legítimo de este Pagaré (el "Acreedor"), el día (a) _____ ("Fecha de Vencimiento") el monto de: (b) _____ dólares de los Estados Unidos de América (US\$ _____) ("Valor").

Segundo. El Deudor pagará el Valor incorporado en este Pagaré y cualquier suma o pago que deba hacer en virtud de este en dólares de los Estados Unidos de América en la cuenta bancaria que por escrito designe el Acreedor para tales efectos. El Deudor se compromete a pagar el Valor libre de gravámenes, contribuciones, comisiones, impuestos, tasas, retenciones o cualquier otro cargo que sea imponible a tal giro o transferencia.

Tercero. El Deudor entiende y acepta que la suscripción, emisión y pago del presente Pagaré constituyen o se refieren a una operación de cambio y en consecuencia, deberá pagarse en dólares de los Estados Unidos de América. Sin embargo, para efectos de cualquier pago que deba hacer el Deudor en pesos colombianos, o de cualquier liquidación judicial o extrajudicial que suponga la conversión de pesos colombianos a dólares de los Estados Unidos de América, si por cualquier motivo el Acreedor fuera obligado a recibir el pago en pesos colombianos, las sumas de dinero adeudadas en dólares de los Estados Unidos de América serán liquidadas en pesos colombianos a la tasa representativa del mercado certificada por la Superintendencia Financiera de Colombia o por quien haga sus veces ("TRM") vigente para el tercer día hábil (de los Estados Unidos de América) inmediatamente anterior a la fecha del pago efectivo.

En el evento en que el Deudor incurra en mora en el cumplimiento de cualquiera de las obligaciones dinerarias establecidas en este Pagaré, reconocerá y pagará, sobre la suma prevista en el literal (b) de la cláusula Primera de este pagaré, intereses moratorios a una tasa de Libor + 1000 puntos básicos, por todo el tiempo que dure la mora hasta que ocurra el pago de la totalidad de las sumas indicadas con anterioridad. Las tasas aquí previstas serán aplicadas respecto del saldo en dólares.

Para estos efectos Libor significa en relación con un periodo de interés, lo que sea más alto, entre: (i) 1% por año y (ii) la tasa de interés anual expresada con una base de un año de 360 días, determinada por el Acreedor, redondeada hacia arriba, si es necesario, al múltiplo entero más cercano de 1/16%, la cual es igual a la tasa ofrecida que aparece en la página Reuters Page LIBOR01 (o cualquier página que le suceda o sustituya, según lo determine el Acreedor) correspondiente a una tasa de interés promedio de la Asociación de Banqueros Británicos para depósitos en Dólares con un término de tres meses, publicado aproximadamente las 11:00 a.m. (hora de Londres) en la fecha que ocurra con dos días hábiles de antelación al primer día de un período de interés, o (ii) cualquier otro medio que el Acreedor considere adecuado para probar la tasa Libor.

Para tales efectos, un periodo de interés será el período que ocurra entre la fecha del primer desembolso bajo el Contrato de Crédito y el último día del mes calendario en que se realizó dicho desembolso. A partir de entonces cada período de intereses comenzará en primer día de cada mes calendario y el último día del de tal mes calendario.

Cuarto. El Deudor pagará todos los costos y gastos que se causen en relación con el otorgamiento de este Pagaré. Igualmente, por el solo hecho de que el Acreedor decida entregar para su cobro extrajudicial o judicial el presente documento, cualquiera que sea la causa, serán de cargo del Deudor los gastos y honorarios profesionales que se generen por la cobranza, siempre que se haya realizado cualquier gestión encaminada a realizar labores de cobranza.

Quinto. Los impuestos que pueda causar el otorgamiento, emisión o ejecución del presente Pagaré estarán a cargo del Deudor, quedando el Acreedor autorizado para pagarlos por cuenta suya si fuere necesario y para exigir al Deudor su reembolso inmediato.

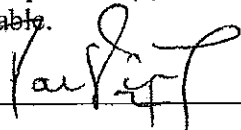
Sexto. El Deudor excusa el protesto de este Pagaré, el requerimiento para la constitución en mora y el aviso o constancia de rechazo. También renuncia expresamente a objetar o rechazar el pago por cualquier circunstancia de hecho o de derecho, incluyendo pero sin limitarse a los derechos consagrados en los artículos 2381, 2382, 2383, 2392 y 2394 del Código Civil Colombiano y a cualquier beneficio de excusión o división que pueda resultar aplicable.

Séptimo. Para todos los efectos legales, el otorgamiento, emisión, existencia, validez y eficacia del presente Pagaré están sujetos a las leyes y a la jurisdicción ordinaria de la República de Colombia.

Octavo. Este Pagaré no conlleva la novación ni enmienda de otras obligaciones adquiridas por el Deudor a favor del Acreedor, conteniendo la promesa incondicional y autónoma de pagar las sumas que aquí se describen.

Para constancia de lo anterior, el Deudor suscribe el presente Pagaré en la ciudad de Medellín, Colombia, el día primero (1) de octubre de 2015, el cual entrega al Acreedor con la intención de hacerlo negociable.

FIRMA: _____



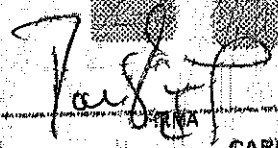


Red Eagle Mining de Colombia S.A.S.
 Funcionario Autorizado: Rafael Guillermo Silva
 Documento identificación: 91.247.890
 Dirección: Calle 7 Sur No. 42-70 Oficina 1903
 Teléfono: 403 1300

DILIGENCIA DE RECONOCIMIENTO

Se presentó a la Notaría Pública del
Círculo de Medellín al Señor(a)



SILVA SILVA RAFAEL GUILLERMO
Identificado con **C.C. 91247890**
Y manifestó que el contenido del documento que antecede es cierto,
que la firma que en él aparece es suya para constancia se firma.

Medellín **04/10/2015** a las **04:08:20 p.m.**

01102VXASDJPC2377
www.notariaenlinea.com

CARLOS MARIO LONDOÑO CORREA
NOTARIO 17 del CÍRCULO DE MEDELLÍN

qr0zaqik191k0

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of November 3, 2015

BY: **REMDC HOLDINGS LIMITED**, a corporation incorporated under the laws of British Columbia.

(the "Company")

IN FAVOUR OF: **ORION FUND JV LIMITED**, an exempted company formed under the laws of Bermuda, as collateral agent for and on behalf of the lenders party from time to time to the Credit Agreement (as defined below).

(the "Collateral Agent")

RECITALS:

- A. The Company and Orion Fund JV Limited have entered into a credit agreement dated as of March 24, 2015 (as amended, restated, amended and restated, supplemented or replaced from time to time, the "Credit Agreement");
- B. It is a condition precedent to the First Advance under the Credit Agreement that the Company enter into this Agreement;
- C. The Security Interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Collateral Agent and any other party that is assigned an interest in the Credit Agreement from time to time;

THEREFORE in consideration of the foregoing and the transactions contemplated under the Credit Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Company agrees with the Collateral Agent as follows:

This is Exhibit "D" referred to in the

ARTICLE 1 affidavit of AMANDA SIMISTER.....

INTERPRETATION made before me on Nov 16 2018

1.1 Definitions

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

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement. In this Agreement, the following terms have the meanings set forth below:

1.1.1 "Accessions" means Goods that are installed in or affixed to other Goods;

1.1.2 "Account" means any monetary obligation not evidenced by Chattel Paper, an Instrument or a Security, whether or not it has been earned by performance;

1.1.3 “**this Agreement**”, “**hereto**”, “**herein**”, “**hereof**”, “**hereby**”, “**hereunder**” and any similar expressions refer to this General Security Agreement as it may be amended or supplemented from time to time, and not to any particular Article, section or other portion hereof;

1.1.4 “**Chattel Paper**” means one or more than one writing that evidences both a monetary obligation and a security interest in or a lease of specific Goods;

1.1.5 “**Collateral**” means all of the undertaking, property and assets of the Company subject to, or intended to be subject to, the Security Interest, and any reference to “**Collateral**” shall be deemed to be a reference to “**Collateral or any part thereof**” except where otherwise specifically provided;

1.1.6 “**Contractual Rights**” has the meaning attributed to such term in Section 2.3;

1.1.7 “**Credit Agreement**” has the meaning attributed to such term in the recitals;

1.1.8 “**Document of Title**” means any writing that purports to be issued by or addressed to a bailee and purports to cover such Goods in the bailee’s possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the Goods it covers;

1.1.9 “**Goods**” means tangible personal property other than Chattel Paper, Documents of Title, Instruments, Money and Securities, and includes fixtures, growing crops, the unborn young of animals, timber to be cut, and minerals and hydrocarbons to be extracted;

1.1.10 “**Instrument**” means

1.1.10.1 a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of Money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or

1.1.10.2 a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder,

but does not include a writing that constitutes part of Chattel Paper, a Document of Title or a Security;

1.1.11 “**Intangible**” means all personal property, including choses in action, that is not Goods, Chattel Paper, Documents of Title, Instruments, Money or Securities;

1.1.12 “**Inventory**” means Goods that are held by a Person for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process or materials used or consumed in a business or profession;

1.1.13 “**Money**” means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada or by a foreign government as part of its currency;

1.1.14 “**PPSA**” means the *Personal Property Security Act* (Ontario) as amended from time to time and any statute substituted therefor and amendments thereto;

1.1.15 “**Proceeds**” means identifiable or traceable personal property in any form derived directly or indirectly from any dealing with property or the proceeds therefrom, and includes any payment representing indemnity or compensation for loss of or damage to property or proceeds therefrom;

1.1.16 “**Receiver**” means any of a receiver, manager, receiver-manager and receiver and manager;

1.1.17 “**Security**” means a document that is

1.1.17.1 issued in bearer, order or registered form,

1.1.17.2 of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment,

1.1.17.3 one of a class or series or by its terms is divisible into a class or series of documents, and

1.1.17.4 evidence of a share, participation or other interest in property or in an enterprise or is evidence of an obligation of the issuer,

and includes an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporations Act* (Ontario); and

1.1.18 “**Security Interest**” has the meaning attributed to such term in section 2.1.

1.2 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 References to Articles and Sections

Whenever in this Agreement a particular Article, section or other portion thereof is referred to then, unless otherwise indicated, such reference pertains to the particular Article, section or portion thereof contained herein.

1.4 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States currency.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

1.6 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by Applicable Law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

1.7 Amendment, Waiver

No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. 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.

1.8 Governing Law, Attornment

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 and the Company hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

ARTICLE 2

SECURITY INTEREST

2.1 Creation of Security Interest

Subject to sections 2.2 and 2.3 hereof, the Company hereby grants to the Collateral Agent a security interest (the "**Security Interest**") in the undertaking of the Company and in:

2.1.1 all Goods (including without limitation all parts, accessories, attachments, additions and Accessions thereto and all Inventory) whether or not such Goods are now or hereafter become fixtures, all Accounts, all Chattel Paper, all Documents of Title (whether negotiable or not), all Instruments, all Intangibles, all Money and all Securities, and all other personal property, if any, in each case now owned or hereafter acquired by or on behalf of the Company or in respect of which the Company now or hereafter has any right, title or interest (including, without limitation, such as may be returned to or repossessed by the Company) and including, without limitation, all contracts, licenses, computer software, warranties, ownership certificates, manuals, publications, books, statements of account, bills, invoices, letters and other documents or records in any form evidencing or relating to any of the foregoing property;

2.1.2 all renewals of, accretions to and substitutions for any of the property described in section 2.1.1; and

2.1.3 all Proceeds (including Proceeds of Proceeds) of any of the property described in sections 2.1.1 and 2.1.2.

2.2 Exception for Last Day of Leases

The Security Interest granted hereby does not and shall not extend to, and Collateral shall not include, the last day of the term of any lease or sub-lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Company, but upon the sale of the leasehold interest or any part thereof the Company shall stand possessed of such last day in trust to assign the same as the Collateral Agent shall direct.

2.3 Exception for Contractual Rights

The Security Interest granted hereby does not and shall not extend to, and Collateral shall not include, any agreement, right, franchise, license or permit (the "**Contractual Rights**") to which the Company is a party or of which the Company has the benefit, to the extent that the creation of the Security Interest therein would constitute a breach of the terms of or permit any Person to accelerate or terminate the Contractual Rights, but the Company shall hold its interest therein in trust for the benefit of the Collateral Agent and shall assign such Contractual Rights to the Collateral Agent, or as the Collateral Agent may direct, forthwith upon obtaining the consent of the other party or parties thereto. The Company agrees that it shall, upon the request of the Collateral Agent, acting reasonably, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Security Interest.

2.4 Attachment

The attachment of the Security Interest has not been postponed and the Security Interest shall attach to any particular Collateral as soon as the Company has rights in such Collateral.

ARTICLE 3

OBLIGATIONS SECURED

3.1 Obligations Secured

The Security Interest granted hereby secures payment and performance in full of the Obligations.

ARTICLE 4
CERTAIN AGREEMENTS OF THE CORPORATION

4.1 Restrictions on Dealing with Collateral

The Company agrees that it shall not, without the prior consent in writing of the Collateral Agent, acting reasonably:

4.1.1 Dispose of any Goods or all or any material part of the Collateral as a whole, other than in accordance with the Credit Agreement; or

4.1.2 create, incur, assume or suffer to exist any Encumbrance upon the Collateral, other than Permitted Encumbrances.

No provision hereof shall be construed as a subordination or postponement of the Security Interest to or in favour of any other Encumbrance, whether or not such Encumbrance is permitted hereunder or otherwise.

4.2 Verification of Collateral

The Company shall, at all times during its business hours and with reasonable frequency upon reasonable prior written notice from the Collateral Agent and at all times and with reasonable frequency and without notice if an Event of Default shall have occurred and be continuing, permit representatives of the Collateral Agent, at the cost and expense of the Company, to enter into or onto its Property, to inspect any of the Collateral and to examine its financial books, accounts and records and to discuss its financial condition with its senior officers and its auditors.

4.3 Expenses

The Company shall pay to the Collateral Agent on demand all of the Collateral Agent's reasonable and documented costs, charges and expenses (including, without limitation, reasonable legal fees on a substantial indemnity basis and Receiver's fees) in connection with the preparation, registration or amendment of this Agreement, the perfection or preservation of the Security Interest, the enforcement by any means of any of the provisions hereof or the exercise of any rights, powers or remedies hereunder, including, without limitation, all such costs, charges and expenses in connection with taking possession of Collateral, carrying on the Company's business, collecting the Company's accounts and taking custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral, together with interest on such costs, charges and expenses from the dates incurred to the date of payment at a rate of interest equal to rate of interest then payable by the Company on the Obligations pursuant to the terms of the Credit Agreement.

4.4 Further Assurances

The Company shall at its own expense do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages,

charges, assignments, security agreements, hypothecs and assurances (including instruments supplemental or ancillary hereto) and such financing statements as the Collateral Agent may from time to time reasonably request to better assure and perfect its security on the Collateral.

ARTICLE 5

SECURITIES

5.1 Securities

Upon the occurrence of an Event of Default which is continuing, if Collateral includes Securities, at the reasonable request of the Collateral Agent, the Company shall transfer the same or any part thereof into the name of the Collateral Agent or that of its nominee so that the Collateral Agent or its nominee may appear as the sole owner of record thereof. After the occurrence of an Event of Default which is continuing, the Company waives all rights to receive any notices or communications received by the Collateral Agent or its nominee as such registered owner and agrees that no proxy granted by the Collateral Agent to the Company or its nominee as aforesaid shall thereafter be effective.

ARTICLE 6

COLLECTION OF DEBTS

6.1 Collection of Debts

After the occurrence of an Event of Default which is continuing, the Collateral Agent may give notice of the Security Interest to any Person obligated to pay any debt or liability constituting Collateral and may also direct such Person to make all payments on account of any such debt or liability to the Collateral Agent. The Company acknowledges that any payments received by the Company from such Persons, after the occurrence of an Event of Default and during its continuance, shall be received and held by the Company in trust for the Collateral Agent and shall be turned over to the Collateral Agent upon request.

ARTICLE 7

REMEDIES

7.1 Appointment of Receiver

7.1.1 Upon the occurrence of an Event of Default which is continuing, the Collateral Agent may appoint by instrument any Person, whether an officer or an employee of the Collateral Agent or not, to be a Receiver of Collateral and may remove any Receiver so appointed and appoint another in place of such Receiver in the same manner. Any such Receiver shall be deemed to be the agent of the Company and not of the Collateral Agent for the purpose of (i) carrying on and managing the business and affairs of the Company, and (ii) establishing liability for all acts or omissions of the Receiver while acting as such, and the Collateral Agent shall not be in any way responsible for any acts or omissions on the part of any such Receiver, its officers, employees and agents. The Company hereby

irrevocably authorizes the Collateral Agent to give instructions to the Receiver relating to the performance of its duties.

7.1.2 Subject to the provisions of the instrument appointing it and to Applicable Law, any Receiver shall have the power to take possession of Collateral, to preserve Collateral or its value in such manner as it considers appropriate, acting reasonably, to carry on or concur in carrying on all or any part of the business of the Company and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral in such manner and on such terms as is commercially reasonable. To facilitate the foregoing powers, any such Receiver may enter upon, use and occupy all premises owned or occupied by the Company wherein Collateral may be situate to the exclusion of all others to the extent permitted by law, including the Company, maintain Collateral upon such premises, borrow money on a secured or unsecured basis, incur reasonable expenses in the exercise of the rights, powers and remedies set out in this Agreement and use Collateral directly in carrying on the Company's business or as security for loans or advances to enable it to carry on the Company's business or otherwise, as such Receiver shall, acting reasonably, determine. In addition, the Receiver shall have the following rights, powers and remedies:

7.1.2.1 to make payments to Persons having prior rights or Encumbrances on properties on which the Company may hold an Encumbrance and to Persons having prior rights or Encumbrances on the Collateral; and

7.1.2.2 to demand, commence, continue or defend proceedings in the name of the Collateral Agent or of the Receiver or in the name of the Company for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral and to give effectual receipts and discharges therefor.

7.1.3 Except as may be otherwise directed by the Collateral Agent, all Proceeds received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to the Collateral Agent. Every such Receiver may, in the discretion of the Collateral Agent, be vested with all or any of the rights and powers of the Collateral Agent under this Agreement or any Document of Title.

7.2 Exercise of Remedies by Collateral Agent

Upon the occurrence of an Event of Default which is continuing, the Collateral Agent may, either directly or through its agents or nominees, exercise all the powers and rights available to a Receiver by virtue of section 7.1. In addition to the rights granted in this Agreement and in any other Document of Title and in addition to any other rights the Collateral Agent may have at law or in equity or otherwise, the Collateral Agent shall have, both before and after the occurrence of an Event of Default, all rights and remedies of a secured party under the PPSA.

7.3 Possession of Collateral

The Company acknowledges that following the occurrence of an Event of Default which is continuing, the Collateral Agent or any Receiver appointed by it may take possession of

Collateral wherever it may be located and by any method permitted by law and the Company agrees upon request from the Collateral Agent or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

7.4 Remedies Not Exclusive

All rights, powers and remedies of the Collateral Agent under this Agreement may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Collateral Agent and any other rights, powers and remedies of the Collateral Agent however created or arising. No single or partial exercise by the Collateral Agent of any of the rights, powers and remedies under this Agreement or under any other security now or hereafter held by the Collateral Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Agreement or any other security or at law, in equity or otherwise. The Collateral Agent shall at all times have the right to proceed against Collateral or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Collateral Agent may have with respect to this Agreement or any other security or at law, in equity or otherwise. No delay or omission by the Collateral Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

7.5 Company Liable for Deficiency

The Company shall remain liable to the Collateral Agent for any deficiency after the Proceeds of any sale, lease or other disposition of Collateral are received by the Collateral Agent.

7.6 Exclusion of Liability of Collateral Agent and Receiver

The Collateral Agent shall not, nor shall any Receiver appointed by it, be liable for any failure to exercise its rights, powers or remedies arising hereunder or otherwise, including without limitation any failure to take possession of, collect, enforce, realize, sell, lease or otherwise dispose of, preserve or protect the Collateral, to carry on all or any part of the business of the Company relating to the Collateral or to take any steps or proceedings for any such purposes. Neither the Collateral Agent nor any Receiver appointed by it shall have any obligation to take any steps or proceedings to preserve rights against prior parties to or in respect of Collateral, including without limitation any Instrument, Chattel Paper or Securities, whether or not in the Collateral Agent's or the Receiver's possession, and neither the Collateral Agent nor any Receiver appointed by it shall be liable for failure to do so. Subject to the foregoing, the Collateral Agent shall use reasonable care in the custody and preservation of the Collateral in its possession.

7.7 Notice of Sale

Unless required by law, neither the Collateral Agent nor any Receiver appointed by it shall be required to give the Company any notice of any sale, lease or other disposition of the Collateral, the date, time and place of any public sale of Collateral or the date after which any private disposition of Collateral is to be made.

ARTICLE 8
APPLICATION OF PROCEEDS

8.1 Application of Proceeds

The Proceeds arising from the enforcement of the Security Interest as a result of the possession by the Collateral Agent or the Receiver of the Collateral or from any sale, lease or other disposition of, or realization of security on, the Collateral (except following acceptance of Collateral in satisfaction of the Obligations) shall be applied by the Collateral Agent or the Receiver in accordance with the Credit Agreement.

8.2 Monies Actually Received

The Company shall be entitled to be credited only with the actual Proceeds arising from the possession, sale, lease or other disposition of, or realization of security on, the Collateral when received by the Collateral Agent or the Receiver and such actual Proceeds shall mean all amounts received by the Collateral Agent or the Receiver upon such possession, sale, lease or other disposition of, or realization of security on, the Collateral.

ARTICLE 9
GENERAL

9.1 Power of Attorney

The Company hereby appoints the Collateral Agent as the Company's attorney, effective upon the occurrence and during the continuance of an Event of Default, with full power of substitution, in the name and on behalf of the Company, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Company has herein agreed to execute, deliver and do or as may be required by the Collateral Agent or any Receiver to give effect to this Agreement or in the exercise of any rights, powers or remedies hereby conferred on the Collateral Agent, and generally to use the name of the Company in the exercise of all or any of the rights, powers or remedies hereby conferred on the Collateral Agent. This appointment, coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Company.

9.2 Set-Off

Upon the occurrence of an Event of Default which is continuing and has not been cured in accordance with the Credit Agreement or waived by the Collateral Agent, the Collateral Agent may at any time and from time to time, without notice (unless required by law) to the Company or to any other Person, set-off, appropriate and apply any and all deposits, general or special, matured or unmatured, held by or for the benefit of the Company with the Collateral Agent, and any other indebtedness and liability of the Collateral Agent to the Company, matured or unmatured, against and on account of the Obligations when due, in such order of application

as the Collateral Agent may from time to time determine in accordance with the Credit Agreement.

9.3 Dealings with Others

The Collateral Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, make settlements, grant releases and discharges and otherwise deal with the Company, debtors of the Company, sureties and other Persons and with Collateral and other security as the Collateral Agent sees fit, without prejudice to the liability of the Company to the Collateral Agent or the rights, powers and remedies of the Collateral Agent under this Agreement.

9.4 No Obligation to Advance

Nothing herein contained shall in any way obligate the Collateral Agent to advance any funds, or otherwise make or continue to make any credit available, to the Company.

9.5 Perfection of Security

The Company authorizes the Collateral Agent to file such financing statements and other documents and do such acts, matters and things as the Collateral Agent may consider appropriate, acting reasonably, (i) to perfect and continue the Security Interest, (ii) to protect and preserve the interest of the Collateral Agent in Collateral, and (iii) upon the occurrence of an Event of Default which is continuing, to realize upon the Security Interest.

9.6 Communication

Any notice or other communication, including a demand or a direction, required or permitted to be given hereunder shall be in writing and shall be given in the manner and at the addresses provided for in the Credit Agreement.

9.7 Successors and Assigns

This Agreement shall be binding on the Company and its successors and shall enure to the benefit of the Collateral Agent and its successors and permitted assigns. This Agreement shall be assignable by the Collateral Agent and the Company in accordance with the terms of the Credit Agreement.

9.8 Copy Received

The Company hereby acknowledges receipt of a copy of this Agreement and a copy of the financing statement or verification statement registered under the PPSA in respect of the Security Interest.

9.9 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same

Agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile or other electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Person. Electronic delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Company has executed this Agreement as of the date first set out above.

REMDC HOLDINGS LIMITED

By:


Name: Ian Slater
Title: CEO

I have the authority to bind the Company.

ASSIGNMENT OF MATERIAL CONTRACTS

THIS ASSIGNMENT OF MATERIAL CONTRACTS dated as of November 3, 2015 (this “**Agreement**”), is made by **RED EAGLE MINING CORPORATION** (the “**Assignor**”) in favour of **ORION FUND JV LIMITED** in its capacity as the collateral agent for and on behalf of the lenders party from time to time to the Credit Agreement (as defined below) (the “**Collateral Agent**”).

RECITALS:

- A. The Assignor and Orion Fund JV Limited have entered into a credit agreement dated as of March 24, 2015 (as amended, restated, amended and restated, supplemented or replaced from time to time, the “**Credit Agreement**”);
- B. It is a condition precedent to the First Advance under the Credit Agreement that the Assignor enter into this Agreement;
- C. Pursuant to the Credit Agreement the Assignor is to make a specific assignment of the Material Contracts to the Collateral Agent to secure the Obligations of the Assignor.

THEREFORE in consideration of the transactions contemplated under the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

This is Exhibit " 5 " referred to in the affidavit of AMANDA SIMISTER made before me on Nov 16 20 18

1.1 Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement. In this Agreement, the following terms shall have the following meanings:

- 1.1.1 “**Agreement**” has the meaning ascribed to it in the preamble;
- 1.1.2 “**Assignment**” has the meaning set out in Section 2.2;
- 1.1.3 “**Assignor**” has the meaning ascribed to it in the preamble and its permitted successors and assigns;
- 1.1.4 “**Collateral Agent**” has the meaning ascribed to it in the preamble and includes its permitted successors and assigns;
- 1.1.5 “**Credit Agreement**” has the meaning ascribed to it in the recitals; and
- 1.1.6 “**Materials Contracts**” means any and all of the Material Contracts (as defined in the Credit Agreement) to which the Assignor is, or will be, party to or bound by.

1.2 Additional Meanings

In this Agreement, unless the contrary intention appears, a reference to:

1.2.1 an "amendment" includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and "amend" will be construed accordingly;

1.2.2 any Person includes its successors and assigns, replacements, transferees and substitutes from time to time permitted in accordance with the Credit Agreement; and

1.2.3 any document includes (without prejudice to any prohibition on amendments) all amendments (however fundamental) to that document, including any amendment providing for any increase (however great) in the amount or the provision of any facility.

1.3 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.4 References to Articles and Sections

Whenever in this Agreement a particular Article, section or other portion thereof is referred to, unless otherwise indicated, such reference pertains to the particular Article, section or portion thereof contained herein, unless otherwise indicated.

1.5 References to Agreements and Enactments

Except as otherwise specifically provided:

1.5.1 reference in this Agreement to any contract, agreement or any other document shall be deemed to include (i) reference to the same as supplemented, amended or restated from time to time and (ii) reference to any contract, agreement or any other document which substitutes, in whole or in part, for the same from time to time; and

1.5.2 reference in this Agreement to any enactment, including, without limitation, any statute, law, by-law, regulation, rule, ordinance or order, shall be deemed to include reference to such enactment as re-enacted or amended from time to time and to any enactment in substitution therefor.

1.6 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.7 Invalidity of Provisions

Each provision contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision in whole or part thereof by a court of

competent jurisdiction will attach only to such provision or part thereof, and any remaining part of such provision and all other provisions hereof will continue in full force and effect. To the extent permitted by Applicable Law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

1.8 Amendment, Waiver

No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. 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.

1.9 Governing Law, Attornment

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 and the Assignor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

ARTICLE 2 ASSIGNMENT

2.1 Assignment

As general and continuing security for the payment and performance of the Obligations of the Assignor, the Assignor hereby grants to the Collateral Agent as and by way of a specific assignment all of the right, title and interest of the Assignor in and to each of the Material Contracts, including, without limitation, (i) all deeds, documents, writings, papers, books, books of account and other records relating to the Material Contracts, (ii) all revenues and other moneys due and payable or hereafter to become due and payable to the Assignor under or in connection with the Material Contracts, (iii) the benefit of any guarantees or indemnities relating to any of the foregoing, (iv) the rights and benefits of any warranties and any confirmation letters relating thereto, and (v) all benefit, power and advantage of the Assignor to be derived therefrom, including, without limitation, the benefit, power and advantage to enforce the rights of the Assignor thereunder in the name of the Assignor after the occurrence and during the continuance of an Event of Default that has not been either cured or waived.

2.2 Obligations Secured

2.2.1 The assignments and transfers granted hereunder by way of security (collectively, the "**Assignment**") secure the due, prompt and complete payment, performance and satisfaction of the Obligations of the Assignor.

2.2.2 All reasonable and documented expenses, costs and charges incurred by or on behalf of the Collateral Agent in connection with this Agreement, the Assignment or the realization of the Material Contracts, including, without limitation, all reasonable legal fees, court costs, receiver's or Collateral Agent's fees and other expenses of realizing and otherwise dealing with the Material Contracts, shall be added to and form a part of the Obligations.

2.3 Attachment

The Assignor hereby acknowledges and agrees that value has been given, that the Assignor has rights in the Material Contracts in effect on the date hereof (and will have rights in the Material Contracts in effect after the date hereof) and that the security interest granted hereby will attach when the Assignor signs this Agreement.

2.4 No Liability

Nothing herein contained shall render the Collateral Agent liable to any Person for the fulfillment or non-fulfillment of the obligations, covenants, agreements and undertakings of the Assignor under any Material Contract, and the Assignor hereby indemnifies and agrees to save and hold harmless the Collateral Agent and its officers, directors, employees and agents from and against any and all claims, penalties, demands, actions, causes of action, losses, suits, damages and costs whatsoever arising directly or indirectly from the Material Contracts or any of them other than by reason of their own gross negligence or wilful misconduct.

2.5 Scope of Assignment

To the extent that the creation of the Assignment would constitute a breach or permit the acceleration or result in the termination of any Material Contract, the Assignment shall not extend or attach thereto, but the Assignor shall hold its interest therein in trust for the Collateral Agent and shall assign such Material Contract to the Collateral Agent, or as the Collateral Agent may direct, forthwith upon obtaining the consent of the other party or parties thereto.

2.6 Assignor's Dealings with Material Contracts

Subject to the Credit Agreement (including, without limitation, any covenants, restrictions or limitations in the Credit Agreement with respect to the Assignor's ability to deal with the Material Contracts), unless an Event of Default has occurred and is continuing and has not been cured or waived, the Assignor shall be entitled to deal with the Material Contracts and enforce and retain all of the benefits, rights, advantages and powers thereunder as though this Agreement had not been made and the Assignor shall be free from any interference of the Collateral Agent; provided that the Assignor shall not be entitled to further assign, pledge or encumber the Material Contracts without the consent of the Collateral Agent or as permitted by the Credit Agreement.

2.7 After-Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, interest and title in a Material Contract is not acquired until after delivery of this Assignment, this Assignment shall nonetheless apply thereto and the security interest hereby created shall attach to any such Material Contract at the same time as the Assignor acquires rights therein without the necessity of any further assignment or other assurance, and thereafter the security interest created hereby in respect of such Material Contract shall be absolute, fixed and specific.

**ARTICLE 3
REMEDIES**

3.1 Remedies

Upon the occurrence and during any Event of Default which is continuing and has not been either cured or waived, any or all security granted hereby will, at the option of the Collateral Agent in accordance with the Credit Agreement, become immediately enforceable, and in addition to any right or remedy provided by Applicable Law or in the Credit Agreement, the Collateral Agent will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

3.1.1 the Collateral Agent may, in the name of the Assignor and at the Assignor's expense, perform any and all obligations or covenants of the Assignor under the Material Contracts and enforce performance by the other parties to the Material Contracts of their obligations, covenants and agreements thereunder;

3.1.2 The Collateral Agent may request that the Borrower obtain the consent of any counterparty to any Material Contract to the assignment of such Material Contract to the Collateral Agent, and the Borrower shall use best efforts to forthwith obtain such consent;

3.1.3 the Collateral Agent may sell, assign or otherwise dispose (by operation of law or otherwise) of any part of its interest in any of the Material Contracts;

3.1.4 the Collateral Agent may otherwise deal with the Material Contracts to the same extent as if the Collateral Agent was an original party thereto, in each case without any liability or responsibility of any kind on the part of the Collateral Agent or its agents other than as a result of its gross negligence or wilful misconduct; and

3.1.5 the Collateral Agent may give notice to any party or parties under the Material Contracts:

3.1.5.1 of the assignment of the Material Contracts to the Collateral Agent or requesting consent to such assignment; and

3.1.5.2 requiring it or them to make any payments to the Collateral Agent and to deal directly with the Collateral Agent,

3.1.5.3 and the Assignor covenants and agrees, at the request of the Collateral Agent, to join the Collateral Agent in such notice and does hereby irrevocably appoint the Collateral Agent, with effect from and after an Event of Default that is continuing and has not been either cured or waived, as its attorney to join the Assignor in such notice.

3.2 Waiver by the Collateral Agent

Any single or partial exercise by the Collateral Agent of any right or remedy in respect of a default or breach of any term, covenant or condition contained herein shall not be deemed to be

a waiver thereof or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained and any indulgence granted, either expressly or by course of conduct, by the Collateral Agent shall be effective only in the specific instance and for the purpose of which it was given and shall be deemed not to be a waiver of any rights and remedies of the Collateral Agent hereunder as a result of any other default or breach hereunder. No consent or waiver by the Collateral Agent shall be effective unless made in writing and signed by an authorized officer of the Collateral Agent.

3.3 Appointment of Attorney

The Assignor hereby irrevocably appoints the Collateral Agent (and any officers or agents thereof) as attorney of the Assignor with full power of substitution to exercise, at any time after the occurrence of an Event of Default which is continuing and has not been either cured in accordance with the Credit Agreement or waived by the Collateral Agent, when the Assignment shall have become enforceable, in the name of and on behalf of the Assignor, any of the Assignor's right, title and interest in and to the Material Contracts. All acts of any such attorney are hereby ratified and approved, and such attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own gross negligence or wilful misconduct.

3.4 Dealing with the Material Contracts

3.4.1 The Collateral Agent shall not be obliged to exhaust its recourse against the Assignor or any other Person or Persons or against any other security the Collateral Agent may hold in respect of the Obligations before realizing upon or otherwise dealing with the Material Contracts in such manner as the Collateral Agent may consider desirable at any time when the Assignment shall have become enforceable.

3.4.2 The Collateral Agent may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Assignor and with other parties, sureties or securities as the Collateral Agent may see fit without prejudice to the Obligations or the rights of the Collateral Agent in respect of the Material Contracts.

ARTICLE 4 GENERAL

4.1 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

4.2 Entire Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all terms and conditions thereof and, if there is any conflict or inconsistency

between the provisions of this Agreement and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement. This Agreement cancels and supersedes any prior understandings and agreements between the parties hereto with respect to the matters addressed herein. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Collateral Agent and the Assignor with respect to the subject matter hereof except as expressly set forth herein and in the Credit Agreement.

4.3 Successors and Assigns

This Agreement shall be assignable by the Collateral Agent free of any set-off, counter-claim or equities between the Assignor and the Collateral Agent, and the Assignor shall not assert against an assignee of the Collateral Agent any claim or defence that the Assignor has against the Collateral Agent, provided that such assignment is permitted by the terms of the Credit Agreement or other agreement between the Assignor and the Collateral Agent. The Assignor may not assign its obligations under this Agreement except in accordance with the Credit Agreement.

4.4 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in accordance with the Credit Agreement.

4.5 Additional Continuing Security

This Agreement and the security interest and assignment granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Collateral Agent and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Collateral Agent.

4.6 Discharge

The Assignor shall not be discharged from any of the Obligations or from this Agreement except in accordance with the Credit Agreement.

4.7 Perfection of Security

The Assignor authorizes the Collateral Agent to file such financing statements and other documents and do such acts, matters and things as the Collateral Agent may consider appropriate, acting reasonably, to perfect and continue the Security, to protect and preserve the interest of the Collateral Agent in the Material Contracts.

4.8 Further Assurances

The Assignor must at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Collateral Agent for

the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants contained herein or in the other Loan Documents.

4.9 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile or other electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Person. Electronic delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

4.10 Executed Copy

The Assignor acknowledges receipt of a fully executed copy of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date first written above.

RED EAGLE MINING CORPORATION

By: _____

Name: *Ian Slater*
Title: *CEO*

I have authority to bind the corporation.

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT dated as of November 3, 2015 (this "Agreement"), is made by RED EAGLE MINING CORPORATION (the "Pledgor") in favour of ORION FUND JV LIMITED, as collateral agent for and on behalf of the lenders party from time to time to the Credit Agreement (as defined below) (the "Collateral Agent").

RECITALS:

- A. As of the date hereof, the Pledgor is the registered holder and beneficial owner of one hundred percent of the issued and outstanding equity and voting securities (the "Pledged Interest") of REMDC Holdings Limited and Red Eagle Finance Limited (the "Subsidiaries");
B. The Pledgor and Orion JV Fund Limited have entered into a credit agreement dated as of March 24, 2015 (as amended, restated, amended and restated, supplemented or replaced from time to time, the "Credit Agreement");
C. The Pledgor has agreed to pledge the Collateral to the Collateral Agent pursuant to this Agreement as security for the Obligations;
D. The Security Interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Collateral Agent and any other party that is assigned an interest in the Credit Agreement from time to time.

THEREFORE, in consideration of the transactions contemplated under the Credit Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Pledgor agrees as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement. Unless otherwise provided for herein, terms defined in the PPSA or the STA shall have the meanings given to such terms in the PPSA or the STA, as applicable. For greater certainty, the terms "control" and "deliver" have the meanings attributed to such terms in the STA. In this Agreement, the following terms shall have the following meanings:

- 1.1.1 "Agreement" has the meaning ascribed to it in the preamble;
1.1.2 "Credit Agreement" has the meaning ascribed to it in the recitals;
1.1.3 "Collateral" means the Pledged Equities and the other property of the Pledgor subject to, or intended to be subject to, the Security Interest and all related "contractual

This is Exhibit "K" referred to in the affidavit of AMANDA SIMISTER made before me on Nov 16 2018

A Commissioner for taking Affidavits

rights”, and any reference to “Collateral” shall be deemed to be a reference to “Collateral or any part thereof” except where otherwise specifically provided;

1.1.4 “**Collateral Agent**” has the meaning ascribed to it in the preamble;

1.1.5 “**Pledged Equities**” means the Pledged Interest and all units or other interests of the Subsidiaries which are now owned or are hereafter acquired by the Pledgor including, without limitation, the securities listed on Schedule “A” attached hereto and forming part hereof, as may be updated from time to time pursuant to Section 1.7;

1.1.6 “**Pledged Interest**” has the meaning ascribed to it in the recitals;

1.1.7 “**Pledgor**” has the meaning ascribed to it in the preamble;

1.1.8 “**PPSA**” means the *Personal Property Security Act* (Ontario) as amended from time to time and any Act substituted therefor and amendments thereto;

1.1.9 “**Proceedings**” means any receivership, insolvency, proposal, bankruptcy, compromise, arrangement, reorganization, winding-up, dissolution or other similar proceedings, whether or not any of the foregoing is judicial in nature;

1.1.10 “**Proceeds**” means identifiable or traceable personal property in any form derived directly or indirectly from any dealing with Collateral or the proceeds therefrom, and includes any payment representing indemnity or compensation for loss of or damage to the Collateral or proceeds therefrom;

1.1.11 “**Security Interest**” has the meaning ascribed to such term in Section 2.1;

1.1.12 “**STA**” means the *Securities Transfer Act, 2006* (Ontario) as amended from time to time and any Act substituted therefor and amendments thereto; and

1.1.13 “**Subsidiaries**” has the meaning ascribed to it in the recitals.

1.2 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 References to Articles and Sections

Whenever in this Agreement, a particular Article, section or other portion thereof is referred to, unless otherwise indicated, such reference pertains to the particular Article, section or portion thereof contained herein, unless otherwise indicated.

1.4 References to Agreements and Enactments

Except as otherwise specifically provided:

1.4.1 reference in this Agreement to any contract, agreement or any other document shall be deemed to include (i) reference to the same as supplemented, amended or restated from time to time and (ii) reference to any contract, agreement or any other document which substitutes, in whole or in part, for the same from time to time; and

1.4.2 reference in this Agreement to any enactment, including, without limitation, any statute, law, by-law, regulation, rule, ordinance or order, shall be deemed to include reference to such enactment as re-enacted or amended from time to time and to any enactment in substitution therefor.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

1.7 Amendment, Waiver

No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. 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. The parties agree to replace Schedule "A" hereto from time to time to reflect Pledged Equities acquired by the Pledgor subsequent to the date of this Agreement, and such updated version of Schedule "A" will form part of this Agreement without a formal written amendment signed by both parties being required.

1.8 Governing Law, Attornment

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 and the Pledgor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

ARTICLE 2 SECURITY INTEREST

2.1 Creation of Security Interest

The Pledgor hereby grants to the Collateral Agent, by way of security interest, pledge, charge, assignment and hypothec, a security interest (the "**Security Interest**") in:

2.1.1 the Pledged Equities;

2.1.2 all units, interests, security certificates, investment property, financial assets, instruments, negotiable documents of title and other personal property of any kind which may hereafter be acquired by the Pledgor in renewal of, substitution for, as owner of, or as a result of the exercise of any rights relating to the Pledged Equities;

2.1.3 all dividends, income or other distributions, whether paid or distributed in cash, securities or other property, in respect of the Pledged Equities;

2.1.4 all intangibles now or hereafter relating in any way to the Pledged Equities, including all rights and entitlements of the Pledgor under any unanimous shareholder agreements;

2.1.5 all other property that may at any time be received or receivable or otherwise distributed or distributable to the Pledgor in respect of, in substitution for or in exchange for, the Pledged Equities; and

2.1.6 all Proceeds of any of the Pledged Equities, including Proceeds on Proceeds.

2.2 Attachment

The Pledgor acknowledges that value has been given and that it has rights in the Pledged Equities (other than Pledged Equities which are hereafter acquired). The Security Interest is intended to and shall attach to the Pledged Equities immediately upon the execution by the Pledgor of this Agreement, other than Pledged Equities which are hereafter acquired, which shall immediately attach when acquired.

2.3 Subsequently Acquired Collateral

To the extent the Pledgor acquires, by way of amalgamation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Collateral Agent) be subject to the security interest and pledge created hereby. The Pledgor will take, or cause to be taken, as promptly as practicable and, in any event, within three Business Days after it obtains such additional Collateral, all steps and actions as the Collateral Agent reasonably deems necessary to ensure that the additional Collateral is delivered to the Collateral Agent.

ARTICLE 3 OBLIGATIONS SECURED

3.1 Obligations Secured

The Security Interest granted hereby secures payment, performance and satisfaction of the Obligations and is unconditional, absolute, independent and separate from any other security for the Obligations, whether executed by the Pledgor or any other Person.

**ARTICLE 4
AGREEMENTS OF THE PLEDGOR**

4.1 Restrictions on Dealing with Collateral

4.1.1 The Pledgor agrees that it shall not, nor attempt to, without the prior consent in writing of the Collateral Agent:

4.1.1.1 sell, assign, relinquish, transfer, exchange or otherwise dispose of the Collateral, other than in accordance with the Credit Agreement; or

4.1.1.2 create, assume, permit or suffer to exist any Encumbrance upon the Collateral other than the Security Interest and Permitted Encumbrances or agree to pledge, encumber, mortgage, charge or otherwise deal with any of its interest in the Collateral other than as specifically permitted by the Credit Agreement.

4.1.2 No provision hereof shall be construed as a subordination or postponement of the Security Interest to or in favour of any other Encumbrance, whether or not such Encumbrance is permitted hereunder or otherwise.

4.2 Registration of Collateral in Name of Collateral Agent

All certificates, instruments or other documents representing the Collateral must be endorsed for transfer or accompanied by stock powers of attorney, all in forms satisfactory to the Collateral Agent acting reasonably, and must be delivered immediately to the Collateral Agent or its nominee. The Pledgor authorizes the Collateral Agent to, following an Event of Default that is continuing, transfer such of the Collateral as is registrable to be registered in the name of the Collateral Agent or its nominee so that the Collateral Agent or its nominee may appear as the sole owner of record of such Collateral. The Collateral Agent shall promptly provide notice to the Pledgor of any such transfer or registration if done before an Event of Default. The Pledgor shall, at the request of the Collateral Agent, at any time and from time to time, deliver to the Collateral Agent appropriate powers of attorney for transfer in blank, duly executed and with signatures guaranteed, in respect of such of the Collateral as is registrable.

4.3 Notices and Other Communications in Respect of Collateral

The Pledgor shall deliver promptly to the Collateral Agent copies of all notices or other communications received by the Pledgor in respect of the Collateral. Until the occurrence of an Event of Default which is continuing, the Collateral Agent shall deliver promptly to the Pledgor all notices or other communications received by the Collateral Agent or its nominee in respect of the Collateral. After and during the occurrence of an Event of Default, the Pledgor waives all rights to receive any notices or communications received by the Collateral Agent or its nominee in respect of the Collateral.

4.4 Voting and Other Rights

4.4.1 Until the occurrence of an Event of Default which is continuing and subject to the terms of the Credit Agreement:

4.4.1.1 the Pledgor is entitled to exercise all the rights and powers of a holder of the Pledged Equities including, without limitation, the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Collateral Agent under this Agreement or would violate the terms of the Credit Agreement, this Agreement or would have the effect of reducing the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral; and

4.4.1.2 the Pledgor shall be entitled to receive all dividends, interest and other cash distributions declared and paid or distributed in respect of the Collateral in accordance with the Credit Agreement.

4.4.2 Upon the occurrence of an Event of Default which is continuing and subject to the Credit Agreement:

4.4.2.1 the Pledgor shall have no rights to vote or take any other action with respect to any Collateral;

4.4.2.2 the Collateral Agent may, but shall not be obliged to, vote and take all other action with respect to any Collateral; and

4.4.2.3 the Pledgor shall cease to be entitled to receive any dividends or interest, whether declared or payable before or after the occurrence of the Event of Default, in respect of the Collateral.

4.5 Delivery of Collateral to Collateral Agent

All Collateral received at any time by or on behalf of the Pledgor, whether before or after the occurrence of an Event of Default which is continuing, shall be received and held by or on behalf of the Pledgor in trust for the Collateral Agent and shall be delivered to the Collateral Agent immediately upon receipt, duly endorsed or executed for transfer.

4.6 Representations and Warranties of the Pledgor

The Pledgor hereby represents and warrants to the Collateral Agent (except as disclosed in writing to the Collateral Agent) that:

4.6.1 this Agreement constitutes a legal, valid and binding obligation of the Pledgor, enforceable against it in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by principles of equity);

4.6.2 the entering into of this Agreement and the performance by the Pledgor of its obligations hereunder does not and will not contravene, breach or result in any default under the constating documents or other organizational documents of the Pledgor or any requirement of Applicable Law;

4.6.3 no authorization, consent or approval of, or filing with or notice to, any Governmental Entity is required in connection with the execution and delivery of this Agreement by the Pledgor or the performance of this Agreement by the Pledgor;

4.6.4 the Pledgor is the registered and beneficial owner of the Pledged Equities;

4.6.5 all necessary approvals and consents have been obtained in order to permit the Pledgor to subject its interest in the Collateral to the Security Interest created by this Agreement and to permit the transfer of the Pledged Equities and any other property forming part of the Collateral from time to time to the Collateral Agent or its nominee or any other Person in the event of realization in accordance with the provisions of Section 5.1 hereof;

4.6.6 as of the date hereof, the Pledgor owns no other Pledged Equities than as set forth on Schedule "A" hereto, nor has agreed to directly or indirectly acquire such other Pledged Equities;

4.6.7 as of the date hereof, no other Person other than the Pledgor holds or beneficially owns any equity or voting securities in the Subsidiaries;

4.6.8 except as otherwise provided herein or in the Credit Agreement, the Pledged Equities are the sole property of the Pledgor free from any Encumbrances (other than Permitted Encumbrances);

4.6.9 upon delivery of the Pledged Equities to the Collateral Agent, this Agreement creates a valid first ranking perfected security interest in the Pledged Equities; and

4.6.10 there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Pledgor could be required to sell or otherwise dispose of the Pledged Equities.

4.7 Survival of Representations and Warranties

The representations and warranties of the Pledgor set forth in Section 4.6 shall be relied upon by the Collateral Agent and shall continue in full force and effect so long as any Obligations remain outstanding.

4.8 Covenants of the Pledgor

The Pledgor covenants with the Collateral Agent that the Pledgor will:

4.8.1 ensure that the representations and warranties set forth in Section 4.6 will be true and correct at all times;

4.8.2 preserve, protect and defend the Collateral, including prosecution of suits to enforce any right of the Pledgor and enforcement of any claims with respect thereto;

4.8.3 pay all taxes, rates, levies, assessments and other charges of every kind that are lawfully levied, assessed or imposed against or in respect of it or the Collateral when the same become due and payable; and

4.8.4 notify the Collateral Agent promptly of:

4.8.4.1 any material change in the information or composition of the Collateral;

4.8.4.2 details of any litigation pending or threatened against it involving any injunctive, declaratory or other equitable relief affecting the Collateral; and

4.8.4.3 any loss or impairment of the Collateral.

ARTICLE 5 REMEDIES

5.1 Remedies Available

5.1.1 Upon the occurrence of an Event of Default which is continuing, the Collateral Agent may, either directly or through its agents or nominees, sell or otherwise dispose of, or concur in selling or otherwise disposing of, whether by public sale, private sale or otherwise, Collateral in such manner and on such terms as it considers to be commercially reasonable. In addition, the Collateral Agent shall have the following rights, powers and remedies:

5.1.1.1 to make payments to Persons having prior rights or Encumbrances on the Collateral;

5.1.1.2 to give notice of the Security Interest to any Person obligated to pay any debt or liability constituting Collateral and to direct such Person to make all payments on account of any such debt or liability to the Collateral Agent; and

5.1.1.3 to demand, commence, continue or defend Proceedings in the name of the Collateral Agent or in the name of the Pledgor for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of, or otherwise enforcing rights, powers or remedies with respect to, the Collateral and to give effectual receipts and discharges therefor.

5.1.2 Upon the occurrence of an Event of Default which is continuing, the Collateral Agent shall have the right to accept the Collateral in satisfaction of any or all of the Obligations by complying with Applicable Law governing the exercise of this right.

5.1.3 In addition to the rights granted in this Agreement, the Credit Agreement or any other agreement now or hereafter in effect between the Pledgor and the Collateral Agent and in addition to any other rights the Collateral Agent may have at law or in equity or otherwise, the Collateral Agent shall have, both before and after the occurrence of an

Event of Default, all rights and remedies of a Secured Party under the PPSA and the STA.

5.1.4 The Collateral Agent may exercise any and all of its rights, powers and remedies hereunder directly or through its agents or nominees. The Collateral Agent may incur reasonable expenses in the exercise of its rights, powers and remedies set out in this Agreement.

5.2 Possession of Collateral

The Pledgor acknowledges that the Collateral Agent may at any time take possession of the Collateral wherever it may be located and by any method permitted by law, whether before or after the occurrence of an Event of Default.

5.3 Remedies Not Exclusive

All rights, powers and remedies of the Collateral Agent under this Agreement may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Collateral Agent and any other rights, powers and remedies of the Collateral Agent however created or arising. No single or partial exercise by the Collateral Agent of any of the rights, powers and remedies under this Agreement or under any other security now or hereafter held by the Collateral Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Agreement or any other security or at law, in equity or otherwise. Upon the occurrence of an Event of Default which is continuing, the Collateral Agent shall at all times have the right to proceed against the Collateral or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Collateral Agent may have with respect to this Agreement or any other security or at law, in equity or otherwise. No delay or omission by the Collateral Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

5.4 Exclusion of Liability of Collateral Agent

Nothing herein contained shall render the Collateral Agent (and its officers, directors, employees and agents and all of its heirs, executors, administrators, successors and assigns) liable to any Person for the fulfillment or non-fulfillment of the obligations, covenants, agreements and undertakings of the Pledgor under any Collateral. The Collateral Agent shall not be liable for any exercise or any failure to exercise its rights, powers or remedies arising hereunder or otherwise, including, without limitation, taking possession of, collecting, enforcing, realizing, selling or otherwise disposing of, preserving or protecting the Collateral, or taking any steps or Proceedings for any such purposes or any failure to do any of the foregoing other than arising from the Collateral Agent's gross negligence or willful misconduct. The Collateral Agent shall not have any obligation to examine any notices or other communications with respect to the Collateral or to advise the Pledgor of the expiry of any warrants, options or other rights in respect of or comprising the Collateral or to advise the Pledgor of any other matter relating to any Persons which are issuers of any Collateral, and the Collateral Agent shall not have any obligation to take any steps or Proceedings to preserve rights against prior parties to or in respect

of the Collateral, whether or not in the Collateral Agent's possession. The Collateral Agent may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

5.5 Notice of Sale

Unless required by Applicable Law, the Collateral Agent shall not be required to give the Pledgor any notice of any sale or other disposition of the Collateral, the date, time and place of any public sale of the Collateral or the date after which any private disposition of the Collateral is to be made.

**ARTICLE 6
APPLICATION OF PROCEEDS**

6.1 Application of Proceeds

The Proceeds arising from the enforcement of the Security Interest as a result of the possession by the Collateral Agent of the Collateral or from any sale or other disposition of, or realization of security on, the Collateral shall be applied by the Collateral Agent in accordance with the Credit Agreement.

6.2 Monies Actually Received

The Pledgor shall be entitled to be credited only with the actual Proceeds arising from the possession, sale or other disposition of, or realization of security on, the Collateral when received by the Collateral Agent and such actual Proceeds shall mean all amounts received in cash by the Collateral Agent upon such possession, sale or other disposition of, or realization of security on, the Collateral.

**ARTICLE 7
GENERAL**

7.1 Power of Attorney

The Pledgor hereby appoints the Collateral Agent as the Pledgor's true and lawful attorney for the purposes set out in this Section 7.1. As the attorney of the Pledgor, the Collateral Agent has the power, upon the occurrence of an Event of Default which is continuing, for and in the name of the Pledgor, with full power of substitution, to execute, deliver and do all such acts, deeds, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Pledgor has herein agreed to execute, deliver and do or as may be required by the Collateral Agent to give effect to this Agreement or in the exercise of any rights, powers or remedies hereby conferred on the Collateral Agent, and generally to use the name of the Pledgor in the exercise of all or any of the rights, powers or remedies hereby conferred on the Collateral Agent. This appointment, coupled with an interest, shall not be revoked by the insolvency or bankruptcy, dissolution, liquidation or other termination of the existence of the Pledgor or for any other reason.

7.2 Expenses

7.2.1 The Pledgor shall pay to the Collateral Agent on demand all of the Collateral Agent's costs, charges and expenses (including, without limitation, reasonable legal fees) in connection with the preparation, administration, registration or amendment of this Agreement, the perfection or preservation of the Security Interest, the enforcement by any means of any of the provisions hereof or the exercise of any rights, powers or remedies hereunder. Any moneys owed to the Collateral Agent which remain unpaid for a period of thirty days or more from the issue date of the Collateral Agent's invoice for such moneys owed shall bear interest at the rate charged by the Collateral Agent from time to time under the Credit Agreement. All such moneys shall be paid by the Pledgor immediately upon receipt of such invoice by the Pledgor. This section shall survive the resignation or replacement of the Collateral Agent or the termination of this Agreement.

7.2.2 Under no circumstances whatsoever shall the Collateral Agent be under any obligations to expend or risk its own funds in the fulfillment of its duties hereunder. The Collateral Agent shall not be liable in connection with the performance of its duties hereunder except for its own gross negligence or willful misconduct.

7.3 Indemnity

The Pledgor shall indemnify the Collateral Agent, its directors, officers, employees, nominees and agents and any other Persons for whom any of them is in law responsible against all costs, expenses, liabilities, claims, demands, damages, losses, actions and Proceedings of any kind which the Collateral Agent, its nominees or agents and any other Persons for whom any of them is in law responsible may suffer or incur by reason of the Collateral Agent being now or hereafter a holder, or registered as owner, of the Collateral.

7.4 Dealings with Others

The Collateral Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, make settlements, grant releases and discharges and otherwise deal with the Pledgor, sureties and other Persons, the Collateral and other security as the Collateral Agent sees fit, without prejudice to the liability of the Pledgor to the Collateral Agent or the rights, powers and remedies of the Collateral Agent under this Agreement. The Pledgor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Collateral Agent.

7.5 No Obligation to Advance

Nothing herein contained shall in any way obligate the Collateral Agent to advance any funds, or otherwise make or continue to make any credit available, to the Pledgor.

7.6 Entire Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all terms and conditions thereof, and if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the rights

and obligations of the parties will be governed by the provisions of the Credit Agreement. This Agreement cancels and supersedes any prior understanding and agreement between the parties hereto with respect to the matters addressed herein. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Collateral Agent and the Pledgor with respect to the subject matter hereof except as expressly set forth herein.

7.7 Successors and Assigns

This Agreement shall be binding on the Pledgor and its successors and shall enure to the benefit of the Collateral Agent and its successors and assigns. This Agreement shall be assignable by the Collateral Agent in accordance with the Credit Agreement free of any set-off, counter-claim or equities between the Pledgor and the Collateral Agent, and the Pledgor shall not assert against an assignee of the Collateral Agent any claim or defense that the Pledgor has against the Collateral Agent, provided that such assignment is permitted by the terms of the Credit Agreement or other agreement between the Pledgor and the Collateral Agent. The Pledgor may not assign its obligations under this Agreement except in accordance with the Credit Agreement.

7.8 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in accordance with the Credit Agreement.

7.9 Discharge

The Pledgor shall not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Collateral Agent. Upon discharge of the Security Interest and at the request and expense of the Pledgor, the Collateral Agent will execute and deliver to the Pledgor such releases, discharges, financing statements and other documents or instruments as the Pledgor may reasonably require and the Collateral Agent will redeliver to the Pledgor, or as the Pledgor may otherwise direct the Collateral Agent, any Collateral in its possession.

7.10 Perfection of Security

The Pledgor authorizes the Collateral Agent to file such financing statements and other documents and do such acts, matters and things as the Collateral Agent may consider appropriate to perfect and continue the Security Interest, and to protect and preserve the Security Interest.

7.11 Further Assurances

The Pledgor shall at its own expense do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, security agreements, pledges, charges, assignments, hypothecs, powers of attorney and assurances (including instruments supplemental or ancillary hereto) and such financing statements as the Collateral Agent may from time to time request to better assure and perfect its security on the Collateral and the priority of such security.

7.12 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed copy of this Agreement by such Person. Electronic delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an originally executed counterpart of this Agreement.

7.13 Executed Copy

The Pledgor acknowledges receipt of a fully executed copy of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Pledgor has executed this Agreement as of the date first set out above.

RED EAGLE MINING CORPORATION

By: _____

Name: *Tim Slater*
Title: *CEO*

SCHEDULE "A"**Pledged Equities**

(as updated from time to time)

Issuer	Number of Shares	% of Issued Shares	Certificate Number
REMDC Holdings Limited	28,640	99.99%	3
REMDC Holdings Limited	1	0.01%	2
Red Eagle Finance Limited	1	100%	1

BLOCKED ACCOUNTS AGREEMENT

THIS BLOCKED ACCOUNTS AGREEMENT (this "Agreement") is dated as of August 12, 2015.

AMONG :

RED EAGLE MINING CORPORATION
as the "Debtor"

- and -

ORION FUND JV LIMITED
as the "Secured Party"

- and -

ROYAL BANK OF CANADA
as "RBC"

This is Exhibit "L" referred to in the affidavit ofAMANDA SIMISTER..... made before me on Nov 16 2018

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

RECITALS

- A. The Debtor, as borrower, and the Secured Party, in its capacity as collateral agent, as well as certain lenders thereto (collectively, the "Lenders") are party to a Credit Agreement dated as of March 24, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement").
- B. The Credit Agreement contemplates the implementation of certain cash management arrangements and each of the Debtor and the Secured Party have requested that RBC provide cash management arrangements.
- C. RBC has agreed to provide the cash management arrangements as provided for in, and subject to the terms of, this Agreement.

FOR VALUE RECEIVED, the parties hereto agree as follows:

**SECTION 1
INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) **Activation Date** means the date that is the third Business Day following RBC's receipt of the Activation Notice.
- (b) **Activation Notice** means a notice from the Secured Party to RBC in the form appearing at Schedule B hereto.

- (c) **Branch of Account** means the branch of RBC located at 1025 West Georgia Street, Vancouver, BC, V6E 3N9.
- (d) **Business Day** means any day (other than a Saturday or Sunday) on which the Branch of Account is open for business to the public.
- (e) **Cheques** means all cheques, money orders, wire transfers, notes, drafts and other orders for payment of money or other remittances payable to the Debtor.
- (f) **CPA Rules** means the rules established from time to time by the Canadian Payments Association to govern the clearing and settlement of payment items within the national clearing and settlement system.
- (g) **Receivables** means all present and future accounts, accounts receivable, debts and book debts of any nature or type of the Debtor.

1.2 Interpretation

In interpreting this Agreement, the headings and the division of the Sections are inserted for convenience only and are to be ignored in construing this Agreement; all references to Sections, subsections, clauses and Schedules are to Sections, subsections, clauses and Schedules to this Agreement; the words "hereto," "herein," "hereof," "hereunder," "this Agreement" and similar expressions mean this Agreement as a whole and not any particular Section, subsection, clause or Schedule unless expressly so stated; grammatical variations of any term defined herein shall have similar meanings and words importing the singular shall include the plural and vice versa; reference herein to any agreement or other document shall be deemed to include reference to such agreement or other document as the same may from time to time be amended, supplemented, restated or otherwise modified.

SECTION 2 BLOCKED ACCOUNTS OPERATION

2.1 Blocked Accounts

Commencing on the first Business Day after the Activation Date (the "**Sweep Commencement Date**"), RBC shall transfer, on each Business Day, all amounts on deposit in or credited to the depository accounts in the name of the Debtor described in Schedule A hereto as blocked accounts (each a "**Blocked Account**" and, collectively, the "**Blocked Accounts**") to the Secured Party's accounts described in Schedule A hereto as collection accounts (each a "**Collection Account**" and, collectively, the "**Collection Accounts**").

As of the date hereof, the only Collection Accounts are the accounts described in Schedule A hereto as collection accounts and, if no collection account is described in Schedule A hereto, then the obligation to transfer amounts pursuant to this Section 2.1 shall be postponed until the first Business Day following the day on which RBC receives written notice setting out the details of the Collection Account or Collection Accounts, as the case may be. Transfers of amounts from the Blocked Accounts to the Collection Accounts pursuant to the terms of this Agreement shall be effected in accordance with RBC's banking practices on each Business Day, commencing with the Sweep Commencement Date, on which amounts are on deposit in the Blocked Accounts.

2.2 Instructions

- (a) Prior to the Activation Date, the Blocked Accounts shall be subject to instructions, written or otherwise, given only from the Debtor which alone, as between the Debtor and the Secured Party, shall have all authority and right in connection with the Blocked Accounts. RBC shall be entitled to act upon the instructions of any person who RBC believes is a person authorized to act on behalf of, or to give instructions for, the Debtor.
- (b) The Secured Party and the Debtor acknowledge that, prior to the Activation Date, the Blocked Accounts are or may be subject to debits and funds transfers therefrom (including, without limitation, funds transfers to or for the benefit of the Debtor) and other instructions, which transfers and instructions may be communicated, initiated or effected by the Debtor either in writing, verbally and/or by mechanical or electronic means pursuant to various account and service agreements or arrangements with RBC from time to time (collectively, the "Service Agreements"). The Debtor and the Secured Party acknowledge and agree that, notwithstanding anything to the contrary contained in any of the Service Agreements or otherwise, RBC shall no longer be required to be bound by, observe, perform or comply with, any of the Service Agreements following the receipt by RBC of an Activation Notice and RBC may, in its sole discretion, terminate any or all of the Service Agreements or any portions or parts thereof at any time following the receipt by RBC of an Activation Notice, all without requirement for any notice of termination or any other notice to the Debtor or the Secured Party whatsoever, and each of the Debtor and the Secured Party hereby waives and releases RBC from and against any and all claims, losses, costs and damages that each of them may incur or suffer as a result of any such termination and the absence of any notice thereof. For greater certainty, nothing herein, including (without limitation) any termination by RBC of any of the Service Agreements, is intended to or shall result in: (i) the Debtor being released from any liabilities or obligations to RBC arising under or in connection with any of the Service Agreements, or (ii) RBC being released from any notice obligation arising under Section 5.6 of this Agreement in respect of any termination of this Agreement by RBC.
- (c) Notwithstanding anything to the contrary herein, the Debtor and Secured Party agree that RBC will be fully protected in acting on any and all instructions initiated or given prior to the Activation Date by the Debtor in connection with this Agreement and/or any of the Blocked Accounts, all without making any inquiry as to the right or authority of the Debtor to initiate or give the instructions or as to the application of any payment or transfer made pursuant thereto. RBC agrees, however, not to act on any instructions of the Debtor, to the extent that such instructions were given or initiated by the Debtor after the Activation Date.
- (d) On and after the Activation Date and until termination of this Agreement, the Blocked Accounts shall be subject to the instructions of the Secured Party given pursuant to the Activation Notice. RBC shall be entitled to act upon the Activation Notice and any notice received from the Secured Party relating to the Collection Accounts as contemplated by Section 5.11 hereof.

SECTION 3 FEES, EXPENSES, CHARGEBACKS AND INDEMNITY

3.1 Waiver of RBC's Rights

On and after the Activation Date, RBC waives and agrees not to assert, claim or endeavour to exercise any right of deduction, set-off, pledge or other right or claim with respect to the Blocked Accounts, or the funds therein, except as otherwise contemplated or provided for in this Agreement. For greater certainty, "RBC" as used in this Section shall mean Royal Bank of Canada solely in its capacity as the financial

institution providing cash management services in respect of the Blocked Accounts as provided for herein, and shall not refer to or include Royal Bank of Canada in any other capacity including, without limitation, in the capacity of a lender, secured creditor or provider of any other product or service to, or for the benefit of, the Debtor from time to time.

3.2 Debtor's Fee Obligations

The Debtor hereby agrees that it is responsible for all fees and expenses established by RBC from time to time for the services provided for hereunder (collectively, the "**fees and expenses**"). Notwithstanding the provisions of Section 3.1 hereof, if any of the fees and expenses are not paid by the Debtor when due, RBC shall be entitled to automatically debit, by mechanical, electronic or manual means, any of the accounts of the Debtor that the Debtor maintains with RBC (other than, initially, any Blocked Accounts) for such fees and expenses. If there are insufficient funds in such accounts for RBC to recover the fees and expenses, RBC may automatically debit, by mechanical, electronic or manual means, any of the Blocked Accounts in an amount equal to the deficiency of funds for such fees and expenses. RBC shall be entitled to effect such debits both before and after the Activation Date.

3.3 Chargebacks

Notwithstanding the provisions of Section 3.1 hereof, RBC shall be entitled to automatically debit, from time to time, by mechanical, electronic or manual means, any one or more of the Blocked Accounts and any other account of the Debtor held with RBC at any time for:

- (a) the amount of any Cheque deposited on or after the date hereof in a Blocked Account or any other account of the Debtor with RBC which is subsequently returned to RBC for any reason whatsoever ("**Returned Amounts**"); and
- (b) the amount of any required adjustments due to clerical errors or calculation errors directly related to any Blocked Account or any other account of the Debtor held with RBC ("**Error Amounts**" and together with Returned Amounts, the "**Chargebacks**"),

and provided, further, that if RBC has transferred to a Collection Account the funds on deposit in a Blocked Account in respect of which RBC is entitled to a Chargeback, and the funds in the Blocked Accounts are insufficient to cover the amount of the relevant Chargeback, the Secured Party shall pay to RBC the amount of the Chargeback not recoverable from the Blocked Accounts within three (3) Business Days of receipt of a statement signed by RBC confirming the details of such Chargeback; provided, however, that the Secured Party shall only be required to make any such payment if RBC has made such request for payment in the case of (i) a Returned Amount, within ninety-five (95) days after the date the value represented by the Returned Amount was transferred to a Collection Account or otherwise paid to or to the order of the Secured Party, and (ii) an Error Amount, within eighty-five (85) days after the error forming the basis of the Error Amount was made.

3.4 Indemnity

The Debtor and the Secured Party hereby jointly and severally agree to pay, indemnify and hold harmless RBC and each of its directors, officers and employees (collectively, the "**Indemnified Parties**") from and against any and all losses, liabilities, costs, claims and expenses incurred by each of the Indemnified Parties in connection with or with respect to the performance of, or compliance with, this Agreement by any of the Indemnified Parties, unless arising from its or their gross negligence or wilful misconduct.

3.5 Court Orders

In the event that RBC is served with a court order which directs RBC to place a hold on funds in, or to be deposited to, the Blocked Accounts or any of them, or which otherwise extends to or deals with such funds or the Blocked Accounts, notwithstanding anything to the contrary contained herein, RBC is hereby authorized to act in accordance with such court order. RBC shall, no later than two (2) Business Days following any request by the Debtor or the Secured Party therefor, provide to the Secured Party or the Debtor, as the case may be, a copy of any such order, if it is legally permissible to do so.

SECTION 4 CENTRALIZED BANKING AND OTHER CASH MANAGEMENT ARRANGEMENTS

4.1 Acknowledgement of Centralized Banking and Other Cash Management Arrangements.

Each of the parties hereto acknowledges and agrees to the following:

- (a) RBC may, in its sole discretion, provide the Debtor with centralized banking arrangements and other cash management arrangements, which arrangements involve or may involve from time to time some or all of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC, and which arrangements may also involve the netting, setting off or zero-balancing, on a daily or such other basis as the case may be, of any amounts in one or more of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC (all accounts involved in such arrangements are referred to as the "**CBA Accounts**", and such centralized banking arrangements and other cash management arrangements are referred to herein as the "**Banking Arrangements**"). For greater certainty, nothing in this Agreement shall require RBC to provide any Banking Arrangements to the Debtor; and
- (b) notwithstanding anything to the contrary contained herein and except as may otherwise be required by law, nothing herein shall be deemed to prevent, detract from or otherwise affect the Banking Arrangements or RBC in complying with or otherwise performing or exercising its rights, obligations and duties with respect to the same (including, without limitation, any netting, setting off or zero-balancing of amounts involving any or all of the CBA Accounts), until the date on which RBC receives the Activation Notice.

4.2 Acknowledgement and Release re: Banking Arrangements following Activation Notice.

Each of the Debtor and Secured Party hereby acknowledges and agrees as follows:

- (a) at any time following the receipt by RBC of an Activation Notice, RBC may, in its sole discretion, terminate any or all of the Banking Arrangements, all without any notice, whatsoever, being given by RBC to the Debtor or the Secured Party (provided that, with respect to any Banking Arrangements that extend to the Blocked Accounts, following the receipt by RBC of an Activation Notice, RBC agrees to terminate such Banking Arrangements as they relate to the Blocked Accounts by no later than the Activation Date) and, if so terminated by RBC, such Banking Arrangements shall cease and RBC shall have no further obligations or duties arising under or in connection with any such terminated Banking Arrangements;
- (b) prior to the termination of any Banking Arrangements as provided for in Section 4.2(a), RBC may continue and is hereby authorized to comply with, and otherwise perform or exercise any or all of its rights, obligations and duties with respect to, the Banking Arrangements including,

without limitation, the netting, setting off and/or zero-balancing of amounts involving any or all of the CBA Accounts; and

- (c) each of the parties hereto irrevocably releases, remises, and forever discharges RBC of and from any and all actions, causes of action, proceedings, suits, duties, claims, covenants, contracts, losses, liabilities, damages, and expenses whatsoever, which such party may have against RBC, whether now or in future, in connection with or by reason of any of the following: (i) any of the Banking Arrangements ceasing at any time following the receipt by RBC of the Activation Notice, (ii) RBC ceasing to observe, comply with or otherwise perform or exercise any of its rights, obligations or duties under the Banking Arrangements at any time following its receipt of the Activation Notice, and (iii) the absence of any prior or other notice being provided to the Debtor or the Secured Party of the matters referenced in clauses (i) and (ii) directly above. For greater certainty, nothing herein, including termination of the Banking Arrangements, is intended to or shall result in the Debtor being released from any liabilities or obligations of the Debtor to RBC arising under or in connection with any of the Banking Arrangements.

SECTION 5 GENERAL PROVISIONS

5.1 Limitation of RBC's Liability

RBC undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Blocked Accounts with the degree of skill and care that RBC generally accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement to the contrary, it is agreed by the parties hereto that:

- (a) RBC shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement, except for its or their own gross negligence or wilful misconduct;
- (b) in no event shall RBC be liable for losses or delays resulting from computer malfunctions or interruption of communication facilities which are beyond RBC's reasonable control or from other causes which are beyond RBC's reasonable control or from force majeure or for indirect, special or consequential damages; and
- (c) with respect to any instructions given to, or requests made of, RBC in connection with this Agreement, in no event shall RBC be liable for any failure to comply with or satisfy the same if:
 - (a) such failure resulted from circumstances or causes beyond RBC's reasonable control or from force majeure, (b) compliance with or satisfaction of the same would have resulted in, or involved, RBC contravening or failing to comply with any standard or customary banking practise in the industry or any of RBC's banking policies or practises, or any law, regulation, order, rule (including, without limitation, any of the CPA Rules), or other matter or thing whatsoever having the force of law. Without limiting the generality of the foregoing, each of the Debtor and the Secured Party acknowledges and agrees that, notwithstanding any instructions or requests that may be given or made by either of them to such effect, RBC may be unable to reverse, unwind, retract, abandon or otherwise cancel any instructions or any actions or processes undertaken in respect of instructions given to RBC, once such instructions have been given to RBC and, in such circumstances, RBC shall have no liability to either of them for any such inability or failure.

5.2 Collection of Accounts

Notwithstanding anything in this Agreement to the contrary, neither the Secured Party nor RBC shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of any of this Agreement or any other agreement or the receipt by the Secured Party or RBC of any payment relating to such Receivable, nor shall the Secured Party or RBC be obligated in any manner to perform any of the obligations of the Debtor or any other person or party under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Receivable (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been hypothecated to it, or in which a security interest may have been created in its favour, or to which it may be entitled at any time or times.

5.3 Records

RBC shall maintain a record of all money, Cheques and other remittance items deposited in and transfers to the Blocked Accounts in accordance with RBC's standard procedures. Such records shall be considered true, accurate and complete and shall be conclusive and binding on all parties, subject to manifest error.

5.4 Provision of Information

Upon the written request of the Secured Party prior to the Activation Date, RBC shall provide to the Debtor and the Secured Party, at the Debtor's expense, monthly statements summarizing the daily activity in each Blocked Account. After the Activation Date, RBC shall provide to the Secured Party, at the Debtor's expense, such information compiled by RBC in accordance with the activity, on a daily, weekly or monthly basis, in each Blocked Account, as may be reasonably requested by the Secured Party in writing. At RBC's option, all or any part of such information may be provided by RBC in electronic or any other format. The Debtor hereby irrevocably consents to the release to the Secured Party by RBC of all such statements and information.

5.5 Confidentiality

Each of the Debtor and the Secured Party agrees to keep confidential this Agreement and all information relating to this Agreement (including, without limitation, the terms hereof and the terms of any prior draft relating hereto), and will not disclose or otherwise make any such information, or any draft or copy thereof, available to any person or entity, except: (i) to the Lenders and prospective assignees and participants under the Credit Agreement (collectively, the "**Lender Group**"), (ii) to its, and to a Lender Group member's, respective employees, officers, directors, agents, or legal counsel and other professional advisors who, in each case, need to know such information for the purposes of this Agreement (each a "**Disclosure Person**"), and who have been specifically advised by either the Debtor or the Secured Party, as the case may be, of the terms of this Section 5.5 and who have agreed to keep all such information confidential on these terms. In this regard, each of the Debtor and the Secured Party represents and warrants to RBC that it has advised each Disclosure Person to whom information relating to this Agreement (or any prior draft hereof) has been disclosed or made available of the terms of this Section 5.5 and that each such Disclosure Person has agreed to keep confidential all such information in accordance with the terms hereof, (iii) to the extent required by applicable law and, unless legally prohibited, with prior notice of such disclosure to RBC, and, (iv) to the extent otherwise agreed to in writing by RBC. The foregoing restriction does not apply to information which is or becomes generally available to the public, other than as a result of a breach of this Agreement.

5.6 Termination

This Agreement shall remain in full force and effect until terminated by the Secured Party or RBC, as provided for herein, or otherwise by the written agreement of all parties hereto. The Secured Party may terminate this Agreement at any time upon giving thirty (30) days' prior written notice to RBC and the Debtor in the form appearing at Schedule C hereto. RBC may terminate this Agreement at any time upon fifteen (15) days' prior written notice to the Debtor and the Secured Party. Following termination of this Agreement, no further transfers shall be made pursuant to this Agreement. Sections 3.2, 3.3, and 3.4 shall survive termination of this Agreement.

5.7 Notices

Except as otherwise provided for herein, any notice, demand, request, consent, approval, declaration or other communication (each a "**Communication**") to be served, given or delivered by one party to the other in connection with or under this Agreement shall be in writing, shall be addressed to the party to be notified and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile transmission, to the addresses or facsimile numbers indicated below or to such other addresses or facsimile numbers as may be substituted by notice given as herein provided. Communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, if such Communication was received by the recipient before 2 p.m. (Vancouver, BC time) on a Business Day and, otherwise, shall be deemed to have been given on the following Business Day. Communications sent by facsimile transmission shall be deemed to have been given one Business Day following the date on which the transmission was sent (except that, if such transmission was not sent prior to 2 p.m. (Vancouver, BC time) on a Business Day, such Communication shall be deemed to have been received two (2) Business Days after the date on which the transmission was sent).

- (a) Communications with the Debtor shall be addressed as follows:

Red Eagle Mining Corporation
920 - 1030 West Georgia Street
Vancouver, B.C. V6E 2Y3

Attention: Ian Slater
Fax No.: 604-638-2546

- (b) Communications with RBC shall be addressed as follows:

Royal Bank of Canada
Royal Centre RBC
1025 West Georgia Street
Vancouver, BC
V6E 3N9

Attention: Farrah Da Rosa
Fax No. 604-665-0992

- and to -

Royal Bank of Canada
Royal Centre RBC
1025 West Georgia Street
Vancouver, BC
V6E 3N9

Attention: Debbie Jay
Fax No. 604-665-0992

- and to -

Royal Bank of Canada
Royal Centre RBC
1025 West Georgia Street
Vancouver, BC
V6E 3N9

Attention: Vineet Verghese
Fax No. 604-665-0992

- and to -

Royal Bank of Canada
Royal Centre RBC
1025 West Georgia Street
Vancouver, BC
V6E 3N9

Attention: Grant Damery
Fax No. 604-665-0992

- (c) Communications with the Secured Party shall be addressed as follows:

Orion Fund JV Limited
c/o Appleby (Bermuda) Limited
Canon's Court
22 Victoria Street
Hamilton HM 12
Bermuda

Attention: Desirae Jones, Appleby Services (Bermuda) Ltd
Facsimile: (441) 298-3467

with a copy to:

Orion Resource Partners (USA) LP
1211 Avenue of the Americas, Suite 3000
New York, NY 10036

Attention: General Counsel
Facsimile: (212) 596-3489

with a copy to:

Liberty Metals & Mining Holdings, LLC
175 Berkeley Street, T22B
Boston, MA 02116

Attention: Senior Managing Director
Facsimile: (857) 224-8663

5.8 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters pertaining to this Agreement.

5.9 Amendments

This Agreement may only be amended or modified by written instrument signed by the Secured Party, the Debtor and RBC.

5.10 Severability

Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability only, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.

5.11 Authorization

With respect to the Secured Party, the parties hereto agree that RBC shall have no duty to inquire as to whether or not the Secured is entitled to give, and RBC has no duty to question, the Activation Notice or any other notices received or purported to be received from the Secured Party in connection with this Agreement. The parties hereto agree that any Activation Notice or other notices given, or purported to be given, by the Secured Party to RBC will be conclusive authority for RBC to act in accordance with such Activation Notice or other notices, as the case may be.

5.12 Further Assurances

Each of the parties hereto shall at all times do, execute, acknowledge and deliver such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to the terms of this Agreement.

5.13 No Fiduciary Obligations

Nothing in this Agreement shall constitute any party to this Agreement a fiduciary in relation to any other party to this Agreement.

5.14 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and permitted assigns. Neither the Secured Party nor the Debtor shall be entitled to transfer and/or assign (in part or in whole) any of their rights or obligations under this Agreement except with the prior written consent of RBC (which consent shall be in RBC's sole and unfettered discretion).

5.15 Counterparts

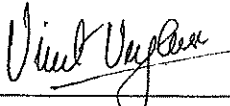
This Agreement may be executed in counterparts and such executed counterparts may be delivered by facsimile, or other electronic means (including in pdf), and each such executed counterpart so delivered shall be deemed to be an original, and all such executed counterparts when taken together shall constitute one and the same Agreement.

The parties have executed this Agreement as of the date first noted above.

[SIGNATURE PAGES FOLLOW]

The parties have executed this Agreement as of the date first noted above.

ROYAL BANK OF CANADA

By: 
Name: VINEET VERGHESE
Title: SR. ACCOUNT MANAGER

ORION FUND JV LIMITED

By: _____
Name:
Title:

RED EAGLE MINING CORPORATION

By: _____
Name:
Title:


The parties have executed this Agreement as of the date first noted above.

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ROYAL BANK OF CANADA

By: _____
Name:
Title:

ORION FUND JV LIMITED

By:  _____
Name: MELANIE SIMONS
Title: Authorized Signatory

RED EAGLE MINING CORPORATION

By: _____
Name:
Title:

The parties have executed this Agreement as of the date first noted above.

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ROYAL BANK OF CANADA

By: _____

Name:

Title:

ORION FUND JV LIMITED

By: _____

Name:

Title:

RED EAGLE MINING CORPORATION

By: _____

Name: Ian Slater

Title: CEO

SCHEDULE A
ACCOUNTS

Part 1 – Blocked Accounts

<u>Transit No.</u>	<u>Account No.</u>
00010	4016184

Part 2 – Collection Accounts

Account Name:	Orion Fund JV Limited
Bank Name:	Citibank NA, New York, NY
ABA #021000089	
SWIFT Code:	CITIUS33
Account #:	4987292643

SCHEDULE B

208

ACTIVATION NOTICE

To: ROYAL BANK OF CANADA (“RBC”)

Re: Blocked Accounts Agreement dated August 12, 2015 among RED EAGLE MINING CORPORATION, as Debtor, ORION FUND JV LIMITED, as Secured Party, and RBC (as such agreement is amended, restated, supplemented or otherwise modified from time to time, the “Blocked Accounts Agreement”).

Terms with initial capital letters in this notice and not otherwise defined herein shall have the meanings given to them in the Blocked Accounts Agreement.

The undersigned, being the Secured Party, hereby notifies RBC that, pursuant to Section 2.1 of the Blocked Accounts Agreement, on the first Business Day following the Activation Date and on each Business Day thereafter until termination of the Blocked Accounts Agreement, RBC is to transfer, prior to the end of each such Business Day, all funds on deposit in the Blocked Accounts as provided for in the Blocked Accounts Agreement.

Dated [●].

ORION FUND JV LIMITED

By: _____
Name:
Title:

SCHEDULE C

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NOTICE OF TERMINATION

TO: Royal Bank of Canada ("RBC")

AND TO: Red Eagle Mining Corporation (the "Debtor")

RE: Blocked Accounts Agreement dated August 12, 2015 among the Debtor, RBC and Orion Fund JV Limited (the "Secured Party"), as such agreement has been amended and/or restated up to the date hereof (the "Blocked Accounts Agreement").

In accordance with Section 5.6 of the Blocked Accounts Agreement, the Secured Party hereby gives notice to each of RBC and the Debtor of its desire to terminate the Blocked Accounts Agreement. The Secured Party acknowledges and agrees that:

- (a) termination of the Blocked Accounts Agreement shall become effective on the 30th day following the date of receipt by RBC of this Notice of Termination; and
- (b) upon termination, the Blocked Accounts Agreement shall be of no further force or effect, other than those provisions which are expressly stated in the Blocked Accounts Agreement to survive its termination.

DATED this _____ day of _____, 20____.

ORION FUND JV LIMITED

By: _____
Name:
Title:

BLOCKED ACCOUNTS AGREEMENT

THIS BLOCKED ACCOUNTS AGREEMENT (this "Agreement") is dated as of August 12, 2015.

A M O N G :

REMDC HOLDINGS LIMITED
as the "Debtor"

- and -

ORION FUND JV LIMITED
as the "Secured Party"

- and -

ROYAL BANK OF CANADA
as "RBC"

This is Exhibit "M" referred to in the affidavit of AMANDA SIMISTER..... made before me on Nov 16, 2018
.....
A Commissioner for Taking Affidavits for British Columbia

RECITALS

- A. The Debtor, as borrower, and the Secured Party, in its capacity as collateral agent, as well as certain lenders thereto (collectively, the "Lenders") are party to a Credit Agreement dated as of March 24, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement").
- B. The Credit Agreement contemplates the implementation of certain cash management arrangements and each of the Debtor and the Secured Party have requested that RBC provide cash management arrangements.
- C. RBC has agreed to provide the cash management arrangements as provided for in, and subject to the terms of, this Agreement.

FOR VALUE RECEIVED, the parties hereto agree as follows:

**SECTION 1
INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) **Activation Date** means the date that is the third Business Day following RBC's receipt of the Activation Notice.
- (b) **Activation Notice** means a notice from the Secured Party to RBC in the form appearing at Schedule B hereto.

- (c) **Branch of Account** means the branch of RBC located at 1025 West Georgia Street, Vancouver, BC, V6E 3N9.
- (d) **Business Day** means any day (other than a Saturday or Sunday) on which the Branch of Account is open for business to the public.
- (e) **Cheques** means all cheques, money orders, wire transfers, notes, drafts and other orders for payment of money or other remittances payable to the Debtor.
- (f) **CPA Rules** means the rules established from time to time by the Canadian Payments Association to govern the clearing and settlement of payment items within the national clearing and settlement system.
- (g) **Receivables** means all present and future accounts, accounts receivable, debts and book debts of any nature or type of the Debtor.

1.2 Interpretation

In interpreting this Agreement, the headings and the division of the Sections are inserted for convenience only and are to be ignored in construing this Agreement; all references to Sections, subsections, clauses and Schedules are to Sections, subsections, clauses and Schedules to this Agreement; the words "hereto," "herein," "hereof," "hereunder," "this Agreement" and similar expressions mean this Agreement as a whole and not any particular Section, subsection, clause or Schedule unless expressly so stated; grammatical variations of any term defined herein shall have similar meanings and words importing the singular shall include the plural and vice versa; reference herein to any agreement or other document shall be deemed to include reference to such agreement or other document as the same may from time to time be amended, supplemented, restated or otherwise modified.

SECTION 2 BLOCKED ACCOUNTS OPERATION

2.1 Blocked Accounts

Commencing on the first Business Day after the Activation Date (the "**Sweep Commencement Date**"), RBC shall transfer, on each Business Day, all amounts on deposit in or credited to the depository accounts in the name of the Debtor described in Schedule A hereto as blocked accounts (each a "**Blocked Account**" and, collectively, the "**Blocked Accounts**") to the Secured Party's accounts described in Schedule A hereto as collection accounts (each a "**Collection Account**" and, collectively, the "**Collection Accounts**").

As of the date hereof, the only Collection Accounts are the accounts described in Schedule A hereto as collection accounts and, if no collection account is described in Schedule A hereto, then the obligation to transfer amounts pursuant to this Section 2.1 shall be postponed until the first Business Day following the day on which RBC receives written notice setting out the details of the Collection Account or Collection Accounts, as the case may be. Transfers of amounts from the Blocked Accounts to the Collection Accounts pursuant to the terms of this Agreement shall be effected in accordance with RBC's banking practices on each Business Day, commencing with the Sweep Commencement Date, on which amounts are on deposit in the Blocked Accounts.

2.2 Instructions

- (a) Prior to the Activation Date, the Blocked Accounts shall be subject to instructions, written or otherwise, given only from the Debtor which alone, as between the Debtor and the Secured Party, shall have all authority and right in connection with the Blocked Accounts. RBC shall be entitled to act upon the instructions of any person who RBC believes is a person authorized to act on behalf of, or to give instructions for, the Debtor.
- (b) The Secured Party and the Debtor acknowledge that, prior to the Activation Date, the Blocked Accounts are or may be subject to debits and funds transfers therefrom (including, without limitation, funds transfers to or for the benefit of the Debtor) and other instructions, which transfers and instructions may be communicated, initiated or effected by the Debtor either in writing, verbally and/or by mechanical or electronic means pursuant to various account and service agreements or arrangements with RBC from time to time (collectively, the "**Service Agreements**"). The Debtor and the Secured Party acknowledge and agree that, notwithstanding anything to the contrary contained in any of the Service Agreements or otherwise, RBC shall no longer be required to be bound by, observe, perform or comply with, any of the Service Agreements following the receipt by RBC of an Activation Notice and RBC may, in its sole discretion, terminate any or all of the Service Agreements or any portions or parts thereof at any time following the receipt by RBC of an Activation Notice, all without requirement for any notice of termination or any other notice to the Debtor or the Secured Party whatsoever, and each of the Debtor and the Secured Party hereby waives and releases RBC from and against any and all claims, losses, costs and damages that each of them may incur or suffer as a result of any such termination and the absence of any notice thereof. For greater certainty, nothing herein, including (without limitation) any termination by RBC of any of the Service Agreements, is intended to or shall result in: (i) the Debtor being released from any liabilities or obligations to RBC arising under or in connection with any of the Service Agreements, or (ii) RBC being released from any notice obligation arising under Section 5.6 of this Agreement in respect of any termination of this Agreement by RBC.
- (c) Notwithstanding anything to the contrary herein, the Debtor and Secured Party agree that RBC will be fully protected in acting on any and all instructions initiated or given prior to the Activation Date by the Debtor in connection with this Agreement and/or any of the Blocked Accounts, all without making any inquiry as to the right or authority of the Debtor to initiate or give the instructions or as to the application of any payment or transfer made pursuant thereto. RBC agrees, however, not to act on any instructions of the Debtor, to the extent that such instructions were given or initiated by the Debtor after the Activation Date.
- (d) On and after the Activation Date and until termination of this Agreement, the Blocked Accounts shall be subject to the instructions of the Secured Party given pursuant to the Activation Notice. RBC shall be entitled to act upon the Activation Notice and any notice received from the Secured Party relating to the Collection Accounts as contemplated by Section 5.11 hereof.

SECTION 3 FEES, EXPENSES, CHARGEBACKS AND INDEMNITY

3.1 Waiver of RBC's Rights

On and after the Activation Date, RBC waives and agrees not to assert, claim or endeavour to exercise any right of deduction, set-off, pledge or other right or claim with respect to the Blocked Accounts, or the funds therein, except as otherwise contemplated or provided for in this Agreement. For greater certainty, "RBC" as used in this Section shall mean Royal Bank of Canada solely in its capacity as the financial

institution providing cash management services in respect of the Blocked Accounts as provided for herein, and shall not refer to or include Royal Bank of Canada in any other capacity including, without limitation, in the capacity of a lender, secured creditor or provider of any other product or service to, or for the benefit of, the Debtor from time to time.

3.2 Debtor's Fee Obligations

The Debtor hereby agrees that it is responsible for all fees and expenses established by RBC from time to time for the services provided for hereunder (collectively, the "**fees and expenses**"). Notwithstanding the provisions of Section 3.1 hereof, if any of the fees and expenses are not paid by the Debtor when due, RBC shall be entitled to automatically debit, by mechanical, electronic or manual means, any of the accounts of the Debtor that the Debtor maintains with RBC (other than, initially, any Blocked Accounts) for such fees and expenses. If there are insufficient funds in such accounts for RBC to recover the fees and expenses, RBC may automatically debit, by mechanical, electronic or manual means, any of the Blocked Accounts in an amount equal to the deficiency of funds for such fees and expenses. RBC shall be entitled to effect such debits both before and after the Activation Date.

3.3 Chargebacks

Notwithstanding the provisions of Section 3.1 hereof, RBC shall be entitled to automatically debit, from time to time, by mechanical, electronic or manual means, any one or more of the Blocked Accounts and any other account of the Debtor held with RBC at any time for:

- (a) the amount of any Cheque deposited on or after the date hereof in a Blocked Account or any other account of the Debtor with RBC which is subsequently returned to RBC for any reason whatsoever ("**Returned Amounts**"); and
- (b) the amount of any required adjustments due to clerical errors or calculation errors directly related to any Blocked Account or any other account of the Debtor held with RBC ("**Error Amounts**") and together with Returned Amounts, the "**Chargebacks**"),

and provided, further, that if RBC has transferred to a Collection Account the funds on deposit in a Blocked Account in respect of which RBC is entitled to a Chargeback, and the funds in the Blocked Accounts are insufficient to cover the amount of the relevant Chargeback, the Secured Party shall pay to RBC the amount of the Chargeback not recoverable from the Blocked Accounts within three (3) Business Days of receipt of a statement signed by RBC confirming the details of such Chargeback; provided, however, that the Secured Party shall only be required to make any such payment if RBC has made such request for payment in the case of (i) a Returned Amount, within ninety-five (95) days after the date the value represented by the Returned Amount was transferred to a Collection Account or otherwise paid to or to the order of the Secured Party, and (ii) an Error Amount, within eighty-five (85) days after the error forming the basis of the Error Amount was made.

3.4 Indemnity

The Debtor and the Secured Party hereby jointly and severally agree to pay, indemnify and hold harmless RBC and each of its directors, officers and employees (collectively, the "**Indemnified Parties**") from and against any and all losses, liabilities, costs, claims and expenses incurred by each of the Indemnified Parties in connection with or with respect to the performance of, or compliance with, this Agreement by any of the Indemnified Parties, unless arising from its or their gross negligence or wilful misconduct.

3.5 Court Orders

In the event that RBC is served with a court order which directs RBC to place a hold on funds in, or to be deposited to, the Blocked Accounts or any of them, or which otherwise extends to or deals with such funds or the Blocked Accounts, notwithstanding anything to the contrary contained herein, RBC is hereby authorized to act in accordance with such court order. RBC shall, no later than two (2) Business Days following any request by the Debtor or the Secured Party therefor, provide to the Secured Party or the Debtor, as the case may be, a copy of any such order, if it is legally permissible to do so.

SECTION 4 CENTRALIZED BANKING AND OTHER CASH MANAGEMENT ARRANGEMENTS

4.1 Acknowledgement of Centralized Banking and Other Cash Management Arrangements.

Each of the parties hereto acknowledges and agrees to the following:

- (a) RBC may, in its sole discretion, provide the Debtor with centralized banking arrangements and other cash management arrangements, which arrangements involve or may involve from time to time some or all of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC, and which arrangements may also involve the netting, setting off or zero-balancing, on a daily or such other basis as the case may be, of any amounts in one or more of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC (all accounts involved in such arrangements are referred to as the "**CBA Accounts**", and such centralized banking arrangements and other cash management arrangements are referred to herein as the "**Banking Arrangements**"). For greater certainty, nothing in this Agreement shall require RBC to provide any Banking Arrangements to the Debtor; and
- (b) notwithstanding anything to the contrary contained herein and except as may otherwise be required by law, nothing herein shall be deemed to prevent, detract from or otherwise affect the Banking Arrangements or RBC in complying with or otherwise performing or exercising its rights, obligations and duties with respect to the same (including, without limitation, any netting, setting off or zero-balancing of amounts involving any or all of the CBA Accounts), until the date on which RBC receives the Activation Notice.

4.2 Acknowledgement and Release re: Banking Arrangements following Activation Notice.

Each of the Debtor and Secured Party hereby acknowledges and agrees as follows:

- (a) at any time following the receipt by RBC of an Activation Notice, RBC may, in its sole discretion, terminate any or all of the Banking Arrangements, all without any notice, whatsoever, being given by RBC to the Debtor or the Secured Party (provided that, with respect to any Banking Arrangements that extend to the Blocked Accounts, following the receipt by RBC of an Activation Notice, RBC agrees to terminate such Banking Arrangements as they relate to the Blocked Accounts by no later than the Activation Date) and, if so terminated by RBC, such Banking Arrangements shall cease and RBC shall have no further obligations or duties arising under or in connection with any such terminated Banking Arrangements;
- (b) prior to the termination of any Banking Arrangements as provided for in Section 4.2(a), RBC may continue and is hereby authorized to comply with, and otherwise perform or exercise any or all of its rights, obligations and duties with respect to, the Banking Arrangements including,