

**THIS IS EXHIBIT "S" REFERRED TO IN THE
AFFIDAVIT OF STEVEN CHAMBERS
SWORN BEFORE ME
ON THIS 13th DAY OF DECEMBER, 2012.**



A COMMISSIONER FOR TAKING AFFIDAVITS

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon Investments Ltd.** (the “**Debtor**”), an insolvent person

TAKE NOTICE THAT:

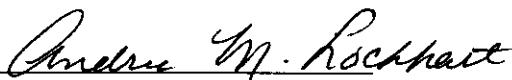
1. **Dumas Holdings Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “**Wellington**”) dated October 1, 2007 (the “**Security**”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: 
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon Equipment Ltd.** (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

1. **Dumas Holdings Inc.** (the “Lender”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “Wellington”) dated October 1, 2007 (the “Security”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: *Andrea M. Lockhart*
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon Construction Ltd.** (the “**Debtor**”), an insolvent person

TAKE NOTICE THAT:


1. **Dumas Holdings Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “**Wellington**”) dated October 1, 2007 (the “**Security**”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: 
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon Enterprises Ltd.** (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

1. **Dumas Holdings Inc.** (the “Lender”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “Wellington”) dated October 1, 2007 (the “Security”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: Andrea M. Lockhart
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon MRC Limited** (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

1. **Dumas Holdings Inc.** (the “Lender”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “Wellington”) dated October 1, 2007 (the “Security”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: *Andrea M. Lockhart*
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon Mining Ltd.** (the “**Debtor**”), an insolvent person

TAKE NOTICE THAT:

1. **Dumas Holdings Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “**Wellington**”) dated October 1, 2007 (the “**Security**”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: Andrea M. Lockhart
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon Mining PV Ltd.** (the “Debtor”), an insolvent person

TAKE NOTICE THAT:

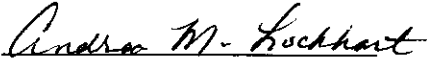
1. **Dumas Holdings Inc.** (the “Lender”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “Wellington”) dated October 1, 2007 (the “Security”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: 
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **FNP Ventures Inc.** (the “**Debtor**”), an insolvent person

TAKE NOTICE THAT:

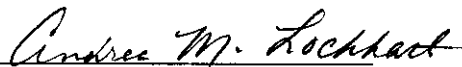
1. **Dumas Holdings Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Debtor and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “**Wellington**”) dated October 1, 2007 (the “**Security**”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: 
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.

**NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)**

TO: **Tercon Equipment Alaska Partnership** (the “**Debtor**”), an insolvent person

TAKE NOTICE THAT:

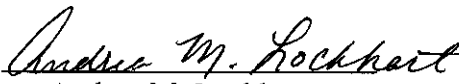
1. **Dumas Holdings Inc.** (the “**Lender**”), a secured creditor, intends to enforce its security on the insolvent person’s property described below:

All of the Debtor’s present and after-acquired personal property including, without limitation, the property described in Schedule “A”.

2. The security that is to be enforced is in the form of a Security Agreement between the Tercon Equipment Ltd. (“**TEL**”) and WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (collectively, “**Wellington**”) dated October 1, 2007 (the “**Security**”), as assigned to 0833824 B.C. Ltd. (now the Lender) pursuant to an Assignment of Debt and Security Agreement among 0833824 B.C. Ltd., Wellington and the other parties thereto dated August 27, 2010 and as assumed by the Debtor pursuant to an Agreement of Purchase and Sale between TEL and the Debtor dated December 6, 2012.
3. The total amount of indebtedness secured by the Security is CAD\$41,249,326.01 plus accrued and accruing interest, fees, costs and all other allowable charges in respect of the Security.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 13th day of December, 2012.

Dumas Holdings Inc.
by their solicitors,
OSLER, HOSKIN & HARCOURT LLP

per: 
Andrea M. Lockhart

SCHEDULE "A"

All of the Debtor's:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money, documents of title and chattel paper;
- (f) (i) bills, notes or cheques 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, (ii) letters of credit and advices of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, (iv) documents of title or any other 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 that it covers, or (v) any document or writing commonly known as an instrument;
- (g) obligations of an issuer or shares, participations or other interests in an issuer or in property or an enterprise of an issuer (i) that are represented by security certificates in bearer form or registered form, or the transfer of which may be registered on books maintained for that purpose by or on behalf of the issuer, (ii) that are one of a class or series, or by their terms are divisible into a class or series, of shares, participations, interests or obligations, and (iii) that (A) are, or are of a type, dealt in or traded on securities exchanges or securities markets or (B) are a medium for investment and by their terms expressly provide that they are securities for the purposes of the *Securities Transfer Act* (Ontario), excluding any shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Debtor;
- (h) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;

- (i) domestic and foreign (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (iii) copyrights, copyright registrations and applications for copyright registration, (iv) mask works, mask work registrations and applications for mask work registrations, (v) designs, design registrations, design registration applications and integrated circuit topographies, (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, and (viii) any other intellectual property and industrial property;
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in (a) through (i) inclusive; and
- (k) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in (a) through (j) inclusive, including the proceeds of such proceeds.