

BEACON GOLD MILL INC.

as the Vendor

-and-

MONARCH MINING CORPORATION

as the Intervenor

-and-

9511-2090 QUEBEC INC.

as the Purchaser

-and-

LAFLEUR MINERALS INC.

ASSET PURCHASE AGREEMENT

DATED AS OF SEPTEMBER 13, 2024

TABLE OF CONTENTS

**ARTICLE 1
INTERPRETATION**

1.1 Definitions2

1.2 Actions on Non-Business Days9

1.3 Currency and Payment Obligations9

1.4 Calculation of Time9

1.5 Tender9

1.6 Additional Rules of Interpretation10

1.7 Schedules10

**ARTICLE 2
PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES**

2.1 Purchase and Sale of Purchased Assets11

2.2 Liabilities11

2.3 Transfer and Assignment of Permits and Licences.....11

**ARTICLE 3
PURCHASE PRICE & TAXES**

3.1 Purchase Price.....12

3.2 Satisfaction of Purchase Price.....12

3.3 Allocation of Purchase Price.....12

3.4 Adjustments to the Purchase Price.....12

3.5 Transfer Taxes13

3.6 Tax Elections13

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES**

4.1 Representations and Warranties of the Purchaser.....13

4.2 Representations and Warranties of the Vendor.....14

4.3 As is, Where is15

**ARTICLE 5
COVENANTS**

5.1 Target Closing Date16

5.2 Application for Approval and Vesting Order16

5.3 Confidentiality.....16

5.4 Transaction Personal Information.....17

TABLE OF CONTENTS
(continued)

5.5	Indemnity	17
5.6	Books and Records	18
5.7	Environmental Liabilities.....	18
5.8	Certain Information Technology Assets	18
5.9	Cooperation and Consultation with Governmental Authorities.....	18

ARTICLE 6
CLOSING ARRANGEMENTS

6.1	Closing	19
6.2	Vendor’s Closing Deliveries.....	19
6.3	Purchaser’s Closing Deliveries	19

ARTICLE 7
CONDITIONS OF CLOSING

7.1	Purchaser’s Conditions	20
7.2	Vendor’s Conditions	21
7.3	Monitor’s Certificate.....	21

ARTICLE 8
TERMINATION

8.1	Grounds for Termination	21
8.2	Effect of Termination.....	23
8.3	Treatment of Deposit	23

ARTICLE 9
INTERVENTION

9.1	Intervention.....	23
-----	-------------------	----

ARTICLE 10
GENERAL

10.1	Survival.....	23
10.2	Expenses	24
10.3	Public Announcements	24
10.5	Notices	24
10.6	Time of Essence.....	25
10.7	Further Assurances.....	25
10.8	Entire Agreement.....	25
10.9	Amendment.....	26

TABLE OF CONTENTS
(continued)

10.10	Waiver.....	26
10.11	Severability	26
10.12	Remedies Cumulative	26
10.13	Governing Law	26
10.14	Dispute Resolution.....	26
10.15	Attornment.....	26
10.16	Successors and Assigns.....	26
10.17	Assignment	26
10.18	Monitor’s Capacity	27
10.19	Third Party Beneficiaries	27
10.20	Counterparts.....	27
10.21	Language.....	27

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of September 13, 2024 is made by and among:

BEACON GOLD MILL INC.
(the “Vendor”)

- and -

MONARCH MINING CORPORATION INC.
(the “Intervenor”)

-and-

9511-2090 QUEBEC INC.
(the “Purchaser”)

-and-

LAFLEUR MINERALS INC.
(the “Parent Company”)

RECITALS:

A. Pursuant to an initial order of the Superior Court of Québec (Commercial Division) (the “Court”) dated November 15, 2023, as rectified and restated by the Court on November 21, 2023 as amended and/or restated, from time to time, the “Initial Order”), and a second order, rectifying and restating the Initial Order on January 19 2024, as amended and/or restated, from time to time, in the proceedings bearing Court File No. 500-11-063138-230 (the “CCAA Proceedings”), the Vendor and the Intervenor obtained protection from creditors for themselves and Louvem Mines Inc. and 11306448 Canada Inc. (together with the Vendor and the Intervenor, the “Debtors”) under the *Companies’ Creditors Arrangement Act* (Canada) and PricewaterhouseCoopers Inc. was appointed as monitor in the CCAA Proceedings (in such capacity and not in its personal or corporate capacity, the “Monitor”) and was granted the power to, inter alia, manage the affairs of the Debtors and implement the restructuring contemplated in the CCAA Proceedings;

B. Pursuant to an invitation for offers dated June 4, 2024 (the “Invitation for Offers”), the Monitor solicited offers for the purchase of the Vendor’s assets;

C. The Vendor therefore desires to sell, transfer and assign to the Purchaser, a wholly-owned subsidiary of the Parent Company, and the Purchaser desires to acquire and assume from the Vendor, all of the Vendor’s right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), on the terms and subject to the conditions contained in this Agreement.

D. The transactions contemplated by this Agreement are subject to the approval of the Court and will be consummated pursuant to the Approval and Vesting Order to be entered by the Court in the CCAA Proceedings.

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

ARTICLE 1 INTERPRETATION

1.1 **Definitions.** In this Agreement:

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

“**Adjustment Date**” has the meaning set out in Section 3.4.

“**Adjustments**” has the meaning set out in Section 3.4.

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

“**Agreement**” means this Asset Purchase Agreement and all the Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof.

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Governmental Order or other requirement having the force of law, (b) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, in the foregoing clauses (a) and (b), “**Law**”), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

“**Approval and Vesting Order**” means an order of the Court issued in the CCAA Proceedings, substantially in the form of Schedule “A”, approving the transactions contemplated by this Agreement and vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances).

“**Assumed Liabilities**” has the meaning set out in Section 2.2.

“**Books and Records**” means all books, records, files, papers, books of account and other financial, geological or technical data related to the Mining Rights, the Owned Real Property or the Permits and Licences in the possession of and reasonably available to the Vendor, including all records, data and information stored electronically, digitally or on computer-related media.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Montréal, Québec or the City of Vancouver, British Columbia.

“**Closing**” means the completion of the purchase and sale of the Vendor’s right, title and interest in and to the Purchased Assets in accordance with the provisions of this Agreement.

“Closing Date” means the date on which Closing occurs, which date shall be the Target Closing Date or such other date as may be agreed to in writing by the Parties.

“Closing Time” has the meaning set out in Section 6.1.

“Closure Plans” means the Vendor’s closure plans bearing signature from Mario Blanchette, ing. and dated June 15, 2023;

“Conditions Certificates” has the meaning set out in Section 7.3.

“Confidential Information” has the meaning set out in Section 5.3.

“Contracts” means all pending and executory contracts, agreements, leases, deeds, indentures, instruments, entitlements, undertakings, warranties, commitments, indemnities, guarantees, understandings and arrangements (whether oral or written) to which a Vendor is a party or by which a Vendor or any of the Purchased Assets is bound or under which a Vendor has rights, including any Personal Property Leases and Mining Rights.

“Court” has the meaning set out in the Recitals.

“Cure Costs” means all amounts required to be paid under the CCAA Proceedings to cure any monetary defaults, under any Contract, Law or otherwise, as a condition or in connection with obtaining the Approval and Vesting Order, other than those monetary defaults arising only by reason of the Vendor’s insolvency, the commencement of the CCAA Proceedings, or the failure to perform a non-monetary obligation, the list and amounts of which is included as Schedule “B”.

“Damages” means any loss, cost, liability, claim, interest, fine, penalty, assessment, Taxes, damages available at law or in equity (including incidental, consequential, special, aggravated, exemplary or punitive damages), expense (including fees, costs and expenses of consultants and experts, fees, costs and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation, defence or settlement) or diminution in value.

“Deed of Sale” means a deed of sale, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendor’s right, title and interest in and to the Mining Rights and the Owned Real Property, and **“Deeds of Sale”** shall mean more than one of them.

“Deposit” has the meaning set out in Section 3.2(1).

“Employees” means all individuals who, as of the Closing Date, are employed by any Vendor, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence, all individuals who have been placed on temporary lay-off which has not expired, and **“Employee”** means any one of them.

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

“Environment” means the environment or natural environment, and includes the ambient air, air within buildings, all layers of the atmosphere, all water including surface water and underground water, all land and organic and inorganic matter including soil, subsurface strata, stream sediments, wetlands, bodies of water, plant and animal life, living organisms and any other environmental medium or natural resources and all sewer systems; and **“Environmental”** shall have the correlative meaning.

“Environmental Claim” means any Action, Governmental Order, Environmental Notice, lien, fine, monetary administrative penalty, or, as to each, any settlement or judgment arising therefrom whether incurred or arising before or after Closing by or from any Person alleging liability of whatever kind or nature (including, without limitation, liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal, rehabilitation or remediation, mitigation measures, monitoring, environmental consultant and/or expert fees, natural resources Damages, property Damages, contribution, indemnification and injunctive relief) arising out of, based on or resulting from, including, without limitation:

- (1) the presence, Release of any Hazardous Materials in the Environment (including any migration thereof and whether or not such Hazardous Materials are deemed to be in non-compliance with Environmental Laws); or
- (2) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law or binding agreement with any Governmental Authority:

- (1) relating in whole or in part to the Environment, pollution (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the Environment;
- (2) the presence, Release or threatened Release of Hazardous Materials in the Environment; or
- (3) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, handling, production, disposal or remediation of any Hazardous Materials; and includes, without limitation, the *Guide d'intervention – Protection des sols et rehabilitation des terrains contaminés* from the *Ministère de l'Environnement et de la lutte contre les changements climatiques*, dated May 2021, as amended from time to time.

“Environmental Liabilities” means all past, present and future obligations and Liabilities of whatsoever nature or kind arising from or relating to, directly or indirectly:

- (1) any Environmental Matter;
- (2) any Environmental Claim, Environmental Notice or Environmental Permit applicable to or otherwise involving the Purchased Assets, including, without limitation, mine closure plans; or
- (3) any past, present or future non-compliance with, violation of or Liability under Environmental Laws or any Environmental Permit applicable to or otherwise involving the Purchased Assets,

whenever occurring or arising.

“Environmental Matters” means any activity, event or circumstance in respect of or relating to:

- (1) the storage, use, holding, collection, containment, recycling, reclamation, remediation, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling, transportation, management, presence, exposure to or Release of Hazardous Materials;
- (2) the protection, condition or quality of the Environment; and
- (3) pollution, reclamation, remediation or restoration of the Environment;

in each case relating to the Purchased Assets.

“Environmental Notice” means any verbal or written directive, notice of non-compliance, violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit, in each case, issued by a Governmental Authority.

“Environmental Obligations” has the meaning set forth in Section 5.7.

“Environmental Permit” means any Permit and Licence, letter, clearance, consent, waiver, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“Excluded Assets” means the properties and assets of the Vendor other than the Purchased Assets;

“Excluded Liabilities” means all Liabilities of the Vendor, other than the Environmental Obligations;

“General Conveyance” means a general conveyance and assumption of liabilities, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets.

“Governmental Authority” means:

- (1) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (2) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (3) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (4) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, directive, decision, ruling or award of any Governmental Authority.

“GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

“Hazardous Materials” means:

- (1) any material, substance or waste, including a solid, liquid or gaseous matter, a microorganism, a sound, a vibration, rays, heat, an odour, a radiation or a combination of any of them, that is listed, defined, designated, regulated or classified as, hazardous, explosive, gaseous, flammable, poisonous, radioactive, corrosive, oxidizing, leachable or toxic;
- (2) a pollutant, a substance, a material or a contaminant identified, defined or regulated under applicable Environmental Laws, including any mixture thereof; as well as, but not limited to
- (3) any petroleum product or by-product and derivatives thereof, including oil and fuel of any kind, asbestos and any asbestos-containing material, including asbestos-containing vermiculite, chlorinated solvents, polychlorinated biphenyls, lead paint and urea formaldehyde foam insulation, mould, radon, pyrite, pyrrhotite and mercury.

“ICA” means the *Investment Canada Act* (Canada).

“Initial Order” has the meaning set out in the Recitals.

“Intact Collateral” means the cash collateral securing the License Bond.

“Interim Period” means the period from the date that this Agreement is entered into by the Parties to the Closing Time.

“Intervenor” has the meaning set out in the preamble hereto.

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

“Invitation for Offers” has the meaning set out in the preamble hereto.

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

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

“Liability” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“License Bond” means the License Bond Number 962021454 dated April 12, 2023 in the sum of \$2,437,500.00 issued for the period between July 14, 2023 and July 14, 2024 by Intact Insurance Company on behalf of the Intervenor in favor of the MNRF in connection with the Closure Plans and including any amendment, modification or increase thereof and as such License Bond may be renewed from time to time.

“Mining Act” means the *Mining Act* (Québec);

“Mining Rights” means the mining leases, mining claims, and any other mining or mineral rights issued to, granted to or otherwise conferred upon or otherwise acquired by the Vendor and listed on Schedule “E”.

“Mining Rights Transfer” means a mining rights transfer application in the form prescribed by the MNRF, satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendor’s right, title and interest in and to the Mining Rights located in the Province of Québec and **“Mining Rights Transfers”** means more than one of them.

“Monitor’s Certificate” means the certificate, substantially in the form attached as Exhibit “A” to the Approval and Vesting Order, to be delivered by the Monitor to the Vendor and the Purchaser on Closing and thereafter filed by the Monitor with the Court certifying that it has received the Conditions Certificates.

“MNRF” means the *Ministère des Ressources Naturelles et des Forêts du Québec*;

“Outside Date” means October 30, 2024, or such other date approved by the Monitor and the Court.

“Owned Real Property” means all the superfiary and surface rights over and on an immovable known and described as lot number FIVE MILLION ONE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED NINETY-THREE (5 122 193) of the Cadastre du Quebec, in the Land Registry Office for the registration division of Abitibi, circumstances and dependencies, with a building thereon erected bearing civic number 500 Peter Ferderber Road, Val d'Or, Province of Québec, J9P 4P6.

“Parent Company” has the meaning set out in the preamble thereto.

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

“Permits and Licences” means the permits, licences, certificates of authorization, authorizations, declarations of compliance, approvals or other evidence of authority issued to, granted to, conferred upon, or otherwise created for, the Vendor in relation to the Mining Rights.

“Permitted Encumbrances” means the Encumbrances related to the Purchased Assets listed in Schedule “E”.

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

“Personal Information” means information about an identifiable individual as defined in Privacy Law.

“Personal Property and Equipment” means all machinery, equipment, furniture, motor vehicles and other chattels, wherever located of the Vendor, including those in possession of suppliers, customers and other third parties and those described in the inventory report prepared by SIS Services Inc. and dated November 22, 2023.

“Personal Property Lease” means a chattel lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property and Equipment to which the Vendor are a party or under which it has rights to use Personal Property and Equipment.

“Privacy Law” means any applicable Law relating to the collection, use, handing, processing, retention, disclosure, transfer or protection of Personal Information, including, for avoidance of doubt, the *Personal Information Protection and Electronic Documents Act* (Canada), the *Act respecting the protection of personal information in the private sector* (Québec) and any comparable Law of any other province or territory of Canada.

“Purchase Price” has the meaning set out in Section 3.1.

“Purchased Assets” means the right, title and interest in and to the assets set out in Schedule “C”, but, for greater certainty, does not include the Excluded Assets.

“Purchaser” has the meaning set out in the preamble hereto, and includes any successor or permitted assignee thereof in accordance with Section 10.16.

“QST” means all Québec sales tax imposed pursuant to the *Act respecting the Québec sales tax*.

“Release” includes any actual, threatened or potential release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the Environment, including, but not limited to, within any building, structure, facility or fixture, whether accidental or intentional, actual or potential, intermittent or gradual, and, when used as a noun, has a similar meaning.

“Replacement Permit and Licence” means a new permit, licence, authorization, declaration of compliance, approval or other similar item providing substantially equivalent rights to the Purchaser as a Vendor is entitled to as of the Closing Date pursuant to the applicable Permit and Licence.

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

“Sales Process Team” means the Vendor and the Monitor.

“Target Closing Date” means October 4, 2024, or such other date to be mutually agreed to in writing by the Monitor and the Purchaser.

“Taxes” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance

or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, QST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

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

“Transaction Personal Information” means any Personal Information in the possession, custody or control of the Vendor at the Closing Time, including Personal Information about Employees, suppliers, customers, directors, officers or shareholders that is:

- (1) disclosed to the Purchaser or any Representative of the Purchaser prior to the Closing Time by any member of the Sales Process Team or any of the Sales Process Team’s Representatives or otherwise; or
- (2) collected by the Purchaser or any Representative of the Purchaser prior to the Closing Time from any member of the Sales Process Team or any of the Sales Process Team’s Representatives or otherwise,

in either case in connection with the transactions contemplated by the Agreement.

“Transfer Taxes” means all stamp, transfer, sales, use, consumption, value-added, personally property and similar taxes (including, without limitation, GST/HST, QST and any provincial sales taxes) payable on or in connection with the transactions contemplated by this Agreement and any filing, registration, recording or transfer fees or mutation or other duties payable in connection with the transfer of the Purchased Assets or the instruments of transfer provided for in this Agreement.

“Vendor” has the meaning set out in the Recitals.

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

1.3 Currency and Payment Obligations. Except as otherwise expressly provided in this Agreement: (a) all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada; and (b) any payment contemplated by this Agreement shall be made by wire transfer of immediately available funds to an account of the Monitor specified by the payee, by cash, by certified cheque or by any other method that provides immediately available funds as agreed to between the Parties, with the consent of the Monitor.

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

1.5 Tender. Any tender of documents or money hereunder may be made upon the Parties or, if so indicated, the Monitor, or their respective counsel.

1.6 Additional Rules of Interpretation.

(1) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(2) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(3) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.

(4) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

(5) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(6) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

(7) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.7 Schedules. The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

<u>Schedule “A”</u>	Form of Approval and Vesting Order
<u>Schedule “B”</u>	Cure Costs
<u>Schedule “C”</u>	Purchased Assets
<u>Schedule “D”</u>	Allocation of Purchase Price
<u>Schedule “E”</u>	Mining Rights
<u>Schedule “F”</u>	Permitted Encumbrances

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

ARTICLE 2 PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Purchased Assets. At the Closing Time, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, all of the Vendor's right, title and interest in and to the Purchased Assets, which shall be free and clear of all Encumbrances other than the Permitted Encumbrances, to the extent and as provided for in the Approval and Vesting Order. For greater certainty, notwithstanding any other provision of this Agreement, this Agreement does not constitute an agreement by the Purchaser to purchase, or by the Vendor to sell any Excluded Assets.

2.2 Liabilities. At the Closing Time, on and subject to the terms and conditions of this Agreement, including Section 4.3, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the Liabilities relating to the Purchased Assets arising on or after, or relating to the period after, the Closing Date, and the Environmental Obligations (the "**Assumed Liabilities**"). The Purchaser shall not assume any Excluded Liabilities.

2.3 Transfer and Assignment of Permits and Licences.

(1) *Obtaining Consents.* Prior to Closing, to the extent that a Permit and Licence is assignable or otherwise transferable by the Vendor to the Purchaser, the Vendor, with the assistance of the Purchaser, shall use commercially reasonable efforts to obtain all necessary consents or approvals to assign or otherwise transfer such Permits and Licences to the Purchaser and to comply with any notice requirements. The Purchaser shall pay all costs required in connection with the assignment or transfer of any Permit and Licence (which costs shall be in addition to the Purchase Price).

(2) *Transfer and Assignment.* At the Closing Time, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, all of the Vendor's rights, benefits and interests in, to and under the Permits and Licences, to the extent assignable, shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.

(3) *Where Consent Required.* Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or otherwise transfer any Permit and Licence to the extent such Permit and Licence is not assignable or transferable under Applicable Law or the terms of the applicable Permit and Licence provide that it is not assignable without the consent of another Person, unless such consent has been obtained.

(4) *Post-Closing Assignment.* Notwithstanding anything in this Agreement to the contrary, if the consent or approval of any Person is required to assign or otherwise transfer a Permit and Licence but such consent or approval is not obtained prior to Closing, (i) the Vendor and the Purchaser shall use their commercially reasonable efforts to obtain the necessary consents or approvals to the assignment or transfer of such Permit and Licence to the Purchaser as soon as practicable following Closing, (ii) neither Party shall be considered to be in breach of this Agreement, (iii) the failure to assign or otherwise transfer such Permit and Licence shall not be a condition to Closing, (iv) the Purchase Price shall not be subject to adjustment, and (v) the Closing shall not be delayed.

(5) *Obtaining Replacement Permits and Licences.* To the extent that a Permit and Licence is not assignable or otherwise transferrable by the Vendor to the Purchaser, the Purchaser shall use commercially reasonable efforts to obtain a replacement Permit and Licence. The Purchaser shall pay all costs required in connection with obtaining any Replacement Permit and Licence (which shall be in addition to the Purchase Price). The Purchaser acknowledges and agrees that in no event shall the obtaining of such replacement Permits and Licences be a condition precedent to its obligation to effect the Closing.

ARTICLE 3 PURCHASE PRICE & TAXES

3.1 Purchase Price. The consideration payable by the Purchaser to the Vendor for the Vendor's right, title and interest in and to the Purchased Assets shall be an aggregate value \$1,100,000 (the "**Purchase Price**"), of which the Purchaser shall pay \$250,000 in cash and issue \$850,000 of common shares in the capital of the Parent Company (the "**Consideration Shares**") based on a price per Consideration Share equal to the five consecutive trading day volume weighted trading price of the common share of the Purchaser on the Canadian Securities Exchange ending a day prior to the Closing Date.

3.2 Satisfaction of Purchase Price. The Purchase Price shall be paid and satisfied at Closing as follows:

- (1) the deposit in the amount of \$110,000 paid by the Purchaser to the Monitor in trust in accordance with the Invitation for Offers, received by the Monitor on September 6, 2024 (the "**Deposit**"), shall be applied against the Purchase Price. The Purchaser agrees that it waives any accrued interest earned on the Deposit;
- (2) a cash payment representing the aggregate amount of Cure Costs, as set forth in Schedule "B", if any, by wire transfer of immediately available funds to the account specified by the Monitor, which shall be held by the Monitor and disbursed in accordance with the Approval and Vesting Order;
- (3) the balance of the Purchase Price, being \$140,000, shall be paid by the Purchaser to the Monitor;
- (4) the issuance of the Consideration Shares; and
- (5) the assumption of the Assumed Liabilities.

3.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets to be set forth on Schedule "D". The Parties shall report an allocation of the Purchase Price among the Purchased Assets in a manner entirely consistent with Schedule "D". For the avoidance of doubt, the Purchaser shall provide a draft allocation of the Purchased Assets no later than forty-eight (48) hours prior to the hearing date before the Court for the grant of the Approval and Vesting Order. The Parties shall not take any position inconsistent therewith in the filing of any Tax Returns (including amended returns and claims for refund) and elections required or desirable under the Tax Act or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to any Tax Returns.

3.4 Adjustments to the Purchase Price.

(1) Adjustments shall be made on an accrual as of the Closing Date. The Vendor shall be responsible for all costs, taxes and expenses, other than Cure Costs, and shall be entitled to all revenue accruing from the Purchased Assets for that period prior to and ending on the Closing Date, and the Purchaser shall be responsible for all Cure Costs as well as all costs, taxes and expenses and shall be entitled to all revenue accruing from the Purchased Assets from and after the Closing Date.

(2) The adjustments shall include all current costs, taxes and expenses with respect to the Purchased Assets, subject to Cure Costs payable by the Purchaser, including realty taxes (municipal and school taxes) and interest thereon and other adjustments established by the usual practice in the Province of Québec for the purchase and sale of similar properties (the "**Adjustments**").

(3) The Vendor shall deliver to the Purchaser, at least five (5) days prior to the Closing Date, a draft statement of Adjustments for review and comments, along with such applicable supporting materials evidencing the Adjustments reflected therein. The Parties shall endeavor to finalize the statement of Adjustments at least one (1) Business Day prior to Closing.

(4) All Adjustments made as of the Adjustment Date at Closing shall be final, and there shall be no further readjustment thereof after Closing.

3.5 Transfer Taxes. In addition to the Purchase Price, the Purchaser shall be liable for and shall, at Closing, pay all applicable Transfer Taxes. If the Vendor (or the Monitor on behalf of the Vendor) is required by Law or by the administration thereof to collect any applicable Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfers Taxes to the Monitor concurrently with the payment of the Purchase Price pursuant to Section 3.2. If the Vendor (or the Monitor on behalf of the Vendor) is not required by Law or by the administration thereof to collect applicable Transfer Taxes from the Purchaser, the Purchaser shall report and pay such applicable Transfer Taxes to the applicable Governmental Authority and shall provide evidence of such payment to the Monitor. The Purchaser shall at all times indemnify and hold harmless the Vendor, the Monitor and their respective directors, officers, and employees against and in respect of any and all amounts, including interest and penalties in respect of any Transfer Taxes.

3.6 Tax Elections.

(1) *Subsection 20(24) Tax Election.* If applicable, the Vendor and the Purchaser acknowledge that a portion of the Purchased Assets transferred pursuant to this Agreement by the Vendor to the Purchaser is being transferred in consideration for the Purchaser assuming prepaid obligations of the Vendor to deliver goods or provide services in the future. If available and at the request of the Vendor or the Monitor, the Vendor and the Purchaser shall execute and file, on a timely basis and using any prescribed form, a joint election pursuant to subsection 20(24) of the ITA and the corresponding provisions of applicable provincial income tax Law as to such assumption hereunder, and prepare their respective Tax Returns in a manner consistent with such joint election.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Purchaser. As a material inducement to the Vendor entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Vendor is entering into this Agreement in reliance upon the representations and warranties of the Purchaser set out in this Section 4.1, the Purchaser represents and warrants to the Vendor as follows:

(1) *Incorporation and Corporate Power.* The Purchaser is a corporation incorporated, organized and subsisting and in good standing under the Laws of the jurisdiction of its incorporation. The Purchaser has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under this Agreement and under all such other agreements and instruments.

(2) *Authorization by Purchaser.* The execution and delivery of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.

(3) *Approvals.* No consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution

and delivery by the Purchaser of this Agreement or all other agreements and instruments to be executed by the Purchaser or the performance by the Purchaser of its obligations hereunder or thereunder.

(4) *Absence of Conflict.* The execution, delivery and performance of this Agreement by the Purchaser and the completion of the transactions contemplated by this Agreement do not and will not result in or constitute a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of the constituting documents of the Purchaser or any or the violation of any Applicable Laws.

(5) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

(6) *Litigation.* There is no Legal Proceeding in progress, pending, or threatened against or affecting the Purchaser, and there are no grounds on which any such Legal Proceeding might be commenced and there is no Governmental Order outstanding against or affecting the Purchaser which, in any such case, affects adversely or might affect adversely the ability of the Purchaser to enter into this Agreement or to perform its obligations hereunder.

(7) *ICA.* The Purchaser either is not a “non-Canadian” within the meaning of the ICA, or, if the Purchaser is a “non-Canadian”, the Purchaser is a “WTO investor” within the meaning of the ICA.

(8) *GST/HST and QST Registration.* The Purchaser is duly registered for GST/HST purposes under Part IX of the *Excise Tax Act* (Canada) and for QST purposes pursuant to the *Act respecting the Québec sales tax* and its registration numbers are the following: 748623956 RT 0001 (GST) and 1231473307 TQ 0001 (QST).

(9) *Commissions.* The Vendor will not be liable for any brokerage commission, finder’s fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Purchaser.

(10) *Sufficient Funds.* The Purchaser has sufficient financial resources or has arranged sufficient financing for it to fund or pay, as applicable, on Closing the Purchase Price, Cure Costs, GST/HST, QST and any and all other amounts payable by the Purchaser hereunder.

4.2 Representations and Warranties of the Vendor. As a material inducement to the Purchaser’s entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Purchaser is entering into this Agreement in reliance upon the representations and warranties of the Vendor set out in this Section 4.2, the Vendor represents and warrants to the Purchaser as follows:

(1) *Incorporation and Corporate Power.* The Vendor is a corporation incorporated, organized and subsisting under the laws of Canada. Subject to the granting of the Approval and Vesting Order, the Vendor has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations under this Agreement and under all such other agreements and instruments.

(2) *Authorization by Vendor.* Subject to the granting of the Approval and Vesting Order, the execution and delivery of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Vendor.

(3) *Enforceability of Obligations.* Subject to the granting of the Approval and Vesting Order, this Agreement constitutes a valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

(4) *Residence.* The Vendor is a resident of Canada for purposes of the ITA.

(5) *GST and QST Registration.* The Vendor is registered for GST purposes under Part IX of the *Excise Tax Act* (Canada) and for QST purposes pursuant to the *Act respecting the Québec sales tax* and its registration numbers are the following: 753623529 (GST) and 1224106099 (QST).

(6) *Commissions.* The Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Vendor.

4.3 As is, Where is. Notwithstanding any other provision of this Agreement, the Purchaser acknowledges, agrees and confirms that:

(1) except for the representations and warranties of the Vendor set forth in Section 4.2, it is entering into this Agreement, acquiring the Purchased Assets, assuming the Assumed Liabilities and agreeing to be responsible for the Environmental Obligations on an "as is, where is" basis as they exist as of the Closing Time and will accept the Purchased Assets in their state, condition and location as of the Closing Time except as expressly set forth in this Agreement, including but not limited to, in Section 5.7, and the sale of the Purchased Assets is made without legal warranty and at the risk of the Purchaser;

(2) it has conducted to its satisfaction such independent searches, investigations and due diligence of the Purchased Assets, the Vendor's business, the Assumed Liabilities and the Environmental Obligations as it deemed appropriate, and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;

(3) except as expressly stated in Section 4.2, neither the Vendor nor any other Person is making, and the Purchaser is not relying on, any representations, warranties, statements or promises, express or implied, statutory or otherwise, concerning the Purchased Assets, the Vendor's right, title or interest in or to the Purchased Assets, the Vendor's business, the Assumed Liabilities or the Environmental Obligations, including with respect to merchantability, physical or financial condition, description, fitness for a particular purposes, suitability for development, title, description, use or zoning, environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Purchased Assets, the Assumed Liabilities or the Environmental Obligations or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations expressed or implied pursuant to any Applicable Law in any jurisdiction, which the Purchaser confirms do not apply to this Agreement and are hereby waived in their entirety by the Purchaser;

(4) without limiting the generality of the foregoing, no representation, warranty or covenant is given by any member of the Sales Process Team or any of the Sales Process Team's Representatives that any of the Purchased Assets are or can be made operational within a specified time frame or will achieve any particular level of service, use, production capacity or actual production if made operational;

(5) without limiting the generality of the foregoing, except as expressly stated in Section 4.2, the Vendor has made no representation or warranty as to any regulatory approvals, Permits and Licences, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement or to operate or carry on the Vendor's business or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;

(6) all written and oral information obtained from any member of the Sales Process Team or any of the Sales Process Team's Representatives, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain "data rooms", management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets, the Assumed Liabilities and the Environmental Obligations has been obtained for the convenience of the Purchaser only, and no member of the Sales Process Team nor any of the Sales Process Team's Representatives have made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;

(7) any information regarding or describing the Purchased Assets, the Assumed Liabilities or the Environmental Obligations in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by any member of the Sales Process Team or any of the Sales Process Team's Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions; and

(8) except as otherwise expressly provided in this Agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Vendor, any member of the Sales Process Team or any of the Sales Process Team's Representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties expressly set forth in Section 4.2. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Civil Code of Québec*, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

For greater certainty and without limiting the generality of the foregoing, the Parties hereby agree to exclude altogether the effect of the legal warranty provided for by article 1716 of the *Civil Code of Québec* and that the Purchaser is purchasing the Purchased Assets at its own risk within the meaning of article 1733 of the *Civil Code of Québec*. This Section 4.3 shall not merge on Closing and is deemed incorporated by reference in all closing documents and deliveries. The Purchaser shall have no recourse or claim of any kind against the proceeds of the transactions contemplated by this Agreement following Closing.

ARTICLE 5 COVENANTS

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

5.2 Application for Approval and Vesting Order. The Vendor shall file with the Court, as soon as practicable after its execution and delivery of this Agreement, an application seeking the Court's issuance of the Approval and Vesting Order. The Vendor shall diligently use their commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order. The Purchaser shall cooperate with the Vendor in its efforts to obtain the issuance and entry of the Approval and Vesting Order. The Purchaser, at its own expense, will promptly provide to the Vendor and the Monitor all such information within its possession or under its control as the Vendor or the Monitor may reasonably require to obtain the Approval and Vesting Order.

5.3 Confidentiality. The Purchaser shall keep confidential all non-public information related to the Vendor and its Affiliates which is furnished to the Purchaser by the Vendor and its Affiliates or on its behalf

(for the purposes of this Section 5.3, the “**Confidential Information**”) for a period of two (2) years from the date hereof and shall use the Confidential Information only for the purpose of implementing the transactions contemplated under this Agreement and for no other purpose, and shall not disclose such Confidential Information in any manner whatsoever, in whole or in part, except (i) with the prior written consent and approval of the Monitor, (ii) to their Representatives on a confidential basis, (iii) if required by applicable Laws (provided that the Purchaser shall immediately notify the Monitor and the Vendor of any request for disclosure purported to be required under applicable Laws and shall consult with the Monitor and the Vendor on the advisability of taking legally available steps to resist or narrow the request or avoid the requirement and cooperate with the Vendor and the Monitor in seeking a protective order or other appropriate remedy), or (iv) as required in order for the Purchaser to enforce or defend their rights under this Agreement.

(1) In the event that the Purchaser provides Confidential Information to its Representatives, it shall inform such Representatives of the confidential nature of such Confidential Information and shall cause each of its Representatives to treat such Confidential Information confidentially in accordance with this Section 5.3 and not disclose such Confidential Information. The Purchaser shall be responsible for any failure of any of its Representatives to comply with this Section 5.3.

(2) If this Agreement is terminated pursuant to Section 5.3, the Purchaser shall: (a) promptly return to the Monitor or destroy all physical copies of any Confidential Information, then in the Purchaser’s or its Representatives’ possession, (b) destroy all electronic copies of the Confidential Information in a manner that ensures that such Confidential Information may not be retrieved or undeleted by the Purchaser or its Representatives in the ordinary course, and (c) deliver to the Monitor a confirmation executed by a duly authorized senior officer of the Purchaser indicating that the requirements hereunder have been satisfied in full, provided that the Purchaser may retain data or electronic records containing the Confidential Information solely for the purposes of legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning, so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning purposes.

5.4 Transaction Personal Information. Each Party shall comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall collect Transaction Personal Information prior to Closing only for purposes related to the transactions contemplated by this Agreement. Following the Closing, the Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information:

- (1) for purposes other than those for which such Transaction Personal Information was collected by the Vendor prior to the Closing; and
- (2) which does not relate directly to the carrying on of the Vendor’s business or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

The Purchaser shall protect and safeguard the Transaction Personal Information against unauthorized collection, use or disclosure, as provided by Privacy Law. The Purchaser shall cause its Representatives to observe the terms of this Section 5.4 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law.

5.5 Indemnity. The Purchaser hereby indemnifies the Vendor and its Representatives, and save them fully harmless against, and will reimburse or compensate them for, any Damages arising from, in connection with or related in any manner whatsoever to:

- (1) any Transfer Taxes payable pursuant to Section 3.5;
- (2) any Environmental Obligation; and
- (3) the Purchaser's failure to perform and discharge the Assumed Liabilities.

5.6 Books and Records. The Purchaser shall preserve and keep the Books and Records acquired by it pursuant to this Agreement for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Purchaser shall make such Books and Records, as well as electronic copies of such books and records (to the extent reasonably feasible), available to the Monitor and the Vendor, its successors, and any trustee in bankruptcy or receiver of the Vendor, and shall, at such party's expense, permit any of the foregoing persons to take copies of such Books and Records as they may require.

5.7 Environmental Liabilities. The Purchaser acknowledges that upon Closing, the Purchaser shall become responsible for the payment, performance and discharge, at its sole costs, of all Environmental Liabilities related directly or indirectly to the Purchased Assets arising before or after Closing (collectively the "**Environmental Obligations**").

5.8 Certain Information Technology Assets. With respect to any information technology assets relating to the Vendor's business to be acquired by the Purchaser hereunder (such as desktops, laptops, mobile phones, servers and related hardware) (collectively, "**Hardware**"), the Purchaser will co-operate with the Vendor, at the Purchaser's cost and expense, in causing data contained or stored in such Hardware not relating primarily to the Purchased Assets to be removed from such Hardware in a manner reasonably satisfactory to the Vendor prior to the Closing Date or within a reasonable period of time thereafter, provided that such removal shall be carried out in a manner that does not damage or otherwise interfere with any data contained or stored in such Hardware relating to the Vendor's business or primarily relating to the Purchased Assets. Any third party provider selected by the Purchaser and the Vendor to provide such services shall be agreed upon by the Purchaser and the Vendor, acting reasonably.

5.9 Cooperation and Consultation with Governmental Authorities. All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the consummation of the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between the Vendor or the Purchaser with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact. For the avoidance of doubt, the Vendor shall collaborate with the Purchaser to promptly provide any information or document which pertains to any matter that occurred prior to the Closing Date.

**ARTICLE 6
CLOSING ARRANGEMENTS**

6.1 Closing. The Closing shall take place at 10:00 a.m. Eastern time (the “**Closing Time**”) on the Closing Date at the offices of the Monitor’s counsel in Montréal, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendor and the Purchaser.

6.2 Vendor’s Closing Deliveries. At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- (1) the Purchased Assets, provided that delivery shall occur *in situ* wheresoever such Purchased Assets are located at the Closing Time;
- (2) a certified copy of the issued and entered Approval and Vesting Order;
- (3) the General Conveyance, duly executed by the Vendor;
- (4) the Deed(s) of Sale, duly executed by the Vendor;
- (5) the Mining Rights Transfer(s), duly executed by the Vendor;
- (6) a bring-down certificate executed by a senior officer of each of the Vendor dated as of the Closing Date, in form and substance satisfactory to the Purchaser, acting reasonably, certifying that (i) all of the representations and warranties of the Vendor hereunder remain true and correct in all material respects as of the Closing Date, and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Vendor at or prior to Closing have been complied with or performed by the Vendor in all material respects;
- (7) duly filled-out and executed Tax election forms referred to in Section 3.6, if any; and
- (8) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser’s Closing Deliveries. At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor (or to the Monitor, if so indicated below), the following:

- (1) a payment direction to the Monitor, duly executed by the Purchaser and allowing for the full release of the Deposit, and the payment referred to in Section 3.2(3), which shall be made to the Monitor;
- (2) the payment of all Transfer Taxes (if any) required to be paid by the Purchaser shall be made to the Monitor;
- (3) the General Conveyance, duly executed by the Purchaser;
- (4) the payment of all Cure Costs shall be made to the Monitor, or evidence that the Cure Costs have been paid directly to the applicable counterparty shall be delivered
- (5) a bring-down certificate executed by a senior officer of the Purchaser dated as of the Closing Date, in form and substance satisfactory to the Vendor, acting reasonably,

certifying that (a) all of the representations and warranties of the Purchaser hereunder remain true and correct in all material respects as of the Closing Date, and (b) all of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects;

- (6) a resolution of the board of directors of the Purchaser authorizing the transactions contemplated herein, the execution and delivery of this Agreement and the execution and delivery of any other documents required to be delivered under this Agreement;
- (7) duly filled-out and executed Tax election forms referred to in Section 3.6, if any;
- (8) the Deed(s) of Sale, duly executed by the Purchaser;
- (9) the Mining Rights Transfer(s), duly executed by the Purchaser; and
- (10) such other agreements, documents and instruments and Deeds of Sale as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Purchaser's Conditions. The Purchaser shall not be obligated to complete the transactions contemplated by this Agreement, unless, at or before the Closing Time, each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. The Vendor shall take all such actions, steps and proceedings as are reasonably within their control as may be necessary to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the Closing Time.

(1) *Court Approval.* The Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, and shall be final and executory or executory notwithstanding appeal.

(2) *Vendor's Deliverables.* The Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.

(3) *No Violation of Orders or Law.* During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Governmental Order or Law which has the effect of (a) making any of the transactions contemplated by this Agreement illegal, or (b) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement.

(4) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.2 shall be materially true and correct (i) as of the Closing Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date.

(5) *No Breach of Covenants.* The Vendor shall have performed in all material respects all material covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor on or before the Closing.

7.2 Vendor's Conditions. The Vendor shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendor, and may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. The Purchaser shall take all such actions, steps and proceedings as are reasonably within the Purchaser's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the Closing Time.

(1) *Court Approval.* The Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, and shall be final and executory or executory notwithstanding appeal.

(2) *Purchaser's Deliverables.* The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and payments contemplated in Section 6.3.

(3) *No Violation of Orders or Law.* During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Governmental Order or Law which has the effect of (a) making any of the transactions contemplated by this Agreement illegal, or (b) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement.

(4) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.1, shall be materially true and correct (i) as of the Closing Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date.

(5) *No Breach of Covenants.* The Purchaser shall each have performed in all material respects all material covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

7.3 Monitor's Certificate. When the conditions to Closing set out in Section 7.1 and Section 7.2, have been satisfied and/or waived by the Vendor or the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Monitor written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived (the "**Conditions Certificates**"). Upon receipt of payment in full of the Purchase Price and of each of the Conditions Certificates, the Monitor shall (i) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (i) and (ii), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions. The Monitor will have no liability whatsoever to the Vendor, the Purchaser or any other Person as a result of filing the Monitor's Certificate.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination. This Agreement may be terminated on or prior to the Closing Date:

- (1) by the mutual written agreement of the Monitor and the Purchaser;
- (2) by written notice from the Purchaser to the Monitor and the Vendor, if:

- (i) there has been a material breach by the Vendor of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and (a) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 impossible by the Outside Date, or (b) if such breach is curable, the Purchaser have provided prior written notice of such breach to the Monitor and the Vendor, and such breach has not been cured within ten (10) days following the date upon which the Monitor and the Vendor received such notice; or
 - (ii) at any time after the Outside Date, the Closing has not occurred by the Outside Date for any reasons, provided that such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement; or
 - (iii) the Court declines at any time to grant the Approval and Vesting Order or the Approval and Vesting Order has not been obtained by the Outside Date, in each case, for reasons other than a breach of this Agreement by the Purchaser;
- (3) by written notice from the Monitor to the Purchaser, if:
- (i) there has been a material breach by the Purchaser of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Monitor, and (a) such breach is not curable and has rendered the satisfaction of any condition in Section 7.2 impossible by the Outside Date, or (ii) if such breach is curable, the Monitor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days following the date upon which the Purchaser received such notice;
 - (ii) at any time after the Outside Date, the Closing has not occurred by the Outside Date for any reasons, provided that such failure to close is not caused by or as a result of the Monitor's or the Vendor's breach of this Agreement; or
 - (iii) (a) the Purchaser has failed to consummate the transactions contemplated under this Agreement within five (5) Business Days after the date on which the Closing should have occurred pursuant to Section 6.1, (b) all the conditions precedent set forth in Sections 7.1, 7.2 and 7.3 have been satisfied or have been waived by the Purchaser or the Vendor as applicable (other than those conditions which, by their terms, are to be satisfied by actions taken at the Closing, provided such conditions would have been able to be satisfied on the date the Closing should have occurred pursuant to Section 6.1), and (c) the Monitor shall have given a written notice to the Purchaser at least two (2) Business Days prior to the termination of this Agreement pursuant to this Section (which notice may be given on the date the Closing should have occurred) that all of the conditions set forth in Sections 7.1, 7.2 and 7.3 (other than those conditions that by their terms are to be satisfied by actions taken at the Closing provided such conditions would have been able to be satisfied on the date the Closing should have occurred pursuant to Section 6.1) have been satisfied or have been waived by the Vendor, and that the Vendor stand ready, willing and able to consummate the transactions contemplated hereby; or
 - (iv) the Approval and Vesting Order has not been obtained by the Outside Date or the Court declines at any time to grant the Approval and Vesting Order, in each case, for reasons other than a breach of this Agreement by the Vendor.

8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 5.3 (*Confidentiality*), 5.4 (*Transaction Personal Information*), 8.3 (*Treatment of Deposit*), 10.2 (*Expenses*), 10.3 (*Public Announcements*), 10.5 (*Notices*), 10.9 (*Amendment*), 10.13 (*Governing Law*), 10.14 (*Dispute Resolution*), 10.15 (*Attornment*), 10.15 (*Successors and Assigns*), 10.17 (*Assignment*), 10.18 (*Monitor's Capacity*), 10.19 (*Third Party Beneficiaries*) and 10.21 (*Language*), which shall survive such termination. For the avoidance of doubt, any Liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

8.3 Treatment of Deposit.

(1) *Forfeiture of Deposit.*

- (i) In the event that this Agreement is terminated by the Monitor pursuant to Sections 8.1(3)(i) (*Breach by the Purchaser*) or 8.1(3)(iii) (*Failure of the Purchaser to Close*), the Deposit shall be forfeited by the Purchaser and retained by the Monitor on behalf of the Vendor as a genuine estimate of liquidated damages, and not as a penalty.

(2) *Return of Deposit.* In the event that this Agreement is terminated:

- (i) by mutual agreement pursuant to Section 8.1(1) (*Mutual Agreement*);
- (ii) by the Purchaser, pursuant to Section pursuant to Sections 8.1(2)(i) (*Breach by the Vendor*), 8.1(2)(ii) (*Outside Date*) or 8.1(2)(iii) (*No Approval and Vesting Order*); or
- (iii) by the Monitor, pursuant to Sections 8.1(3)(ii) (*Outside Date*) or 8.1(3)(iv) (*No Approval and Vesting Order*),

the Deposit shall be returned to the Purchaser. The return of the Deposit shall be the Purchaser's sole and exclusive remedy for any termination of this Agreement.

**ARTICLE 9
INTERVENTION**

9.1 Intervention. Monarch Mining Corporation, as the "Intervenor", hereby intervenes to this Agreement and acknowledges and confirms having read and being in agreement with the terms and conditions thereof, including, subject to any applicable third party consents and Applicable Law, the sale, transfer and assignment of the License Bond to the Purchaser at Closing, for the consideration set forth in Schedule "D", which the Intervenor hereby directs the Purchaser to pay to the Vendor.

**ARTICLE 10
GENERAL**

10.1 Survival. All representations, warranties, covenants and agreements of the Vendor or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement. For greater certainty, Sections 2.3(4) (*Post-Closing Assignment of Permits and Licences*), Sections 3.3 (*Allocation of Purchase Price*), 4.3 (*As is, Where is*), 5.4 (*Transaction Personal Information*), 5.5 (*Indemnity*), 5.6 (*Books and Records*), 5.7 (*Environmental*

Liabilities), 5.8 (*Certain Information Technology Assets*), 10.1 (*Survival*), 10.2 (*Expenses*), 10.3 (*Public Announcements*), 10.5 (*Notices*), 10.9 (*Amendment*), 10.13 (*Governing Law*), 10.14 (*Dispute Resolution*), 10.15 (*Attornment*), 10.16 (*Successors and Assigns*), 10.17 (*Assignment*), 10.18 (*Monitor's Capacity*), 10.19 (*Third Party Beneficiaries*) and 10.21 (*Language*), shall survive Closing.

10.2 Expenses. Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers). Notwithstanding the forgoing, the cost of retaining a notary and a land surveyor, if necessary, in connection with the preparation of the legal descriptions of the Mining Rights shall be borne by the Purchaser.

10.3 Public Announcements. The Monitor and the Vendor shall be entitled to disclose this Agreement and all information provided by the Purchaser in connection herewith to the Court and parties in interest in the CCAA Proceedings, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein), the Monitor, the Vendor and the Purchaser shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, provided, however, that a Party may, without the prior consent of the other Party, issue such press release or make such public statement as may, upon the advice of counsel, be required by Applicable Law or by any Governmental Authority with competent jurisdiction including any applicable securities Laws. Notwithstanding any other provision of this Agreement, the Purchaser shall not disclose the quantum of the Purchase Price or Deposit to any Person prior to the Closing without the prior written consent of the Vendor and the Monitor.

10.4 Taxable Supply. If a payment made under this Agreement is not consideration for a taxable supply pursuant to the *Excise Tax Act* (Canada) or the *Act respecting the Québec sales tax* but rather is deemed pursuant to the *Excise Tax Act* (Canada) or the *Act respecting the Québec sales tax* to include an amount of GST/HST or QST, such payment shall be increased to take into consideration the amount of GST/HST or QST deemed to be included in the payment, such that the net amount received by the payee, after remittance of such GST/HST or QST to the appropriate Governmental Authority, is equal to the amount that would have been received if no GST/HST or QST were deemed to be included.

10.5 Notices.

(1) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

(1) if to the Vendor or to the Monitor, to:

PricewaterhouseCoopers Inc. in its capacity as Monitor
1250, boul. Rene Levesque O, suite 2500
Montréal, Québec
H4Z 1E9
Attention: Christian Bourque and Martine Mainville
Email: [Redacted – Personal Contact Information]

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
800 Square-Victoria, Suite 3500
Montréal, Québec H4Z 1E9
Attention: Alain Riendeau and Brandon Farber
Email: **[Redacted – Personal Contact Information]**

(2) if to the Purchaser or Parent Company, to:

LaFleur Minerals Inc.
10589 Ladner Trunk Road
Delta, British Columbia V4G 1K2
Attention: Kal Malhi
Email: **[Redacted – Personal Contact Information]**

with a copy (which shall not constitute notice) to:

McMillan LLP
1500-1055 West Georgia St.
Vancouver, British Columbia V6E 4N7
Attention: Marina Tran
Email: **[Redacted – Personal Contact Information]**

(2) *Deemed Delivery of Notice.* Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

(3) *Change of Address.* Any Party may from time to time change its address under this Section 10.5 by notice to the other Party given in the manner provided by this Section 10.5.

10.6 Time of Essence. Time shall be of the essence of this Agreement in all respects.

10.7 Further Assurances. The Vendor and the Purchaser shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

10.8 Entire Agreement. Other than any confidentiality agreement, non-disclosure agreement or similar undertaking or agreement signed by the Purchaser in favour of the Monitor and/or the Vendor, which remain in full force and effect, unamended by this Agreement, this Agreement and the agreements contemplated hereby constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions,

whether oral or written, (including the binding offer submitted by the Purchaser pursuant to the Invitation for Offers dated June 20, 2024). There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

10.9 Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

10.10 Waiver. A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver and then only in the specific instance and for the specific purpose for which it has been given. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

10.11 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.12 Remedies Cumulative. The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

10.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

10.14 Dispute Resolution. If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 8, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. Without prejudice to the ability of the Monitor and the Vendor to enforce this Agreement in any other proper jurisdiction, the Monitor, the Purchaser and the Vendor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Québec.

10.15 Attornment. Each Party agrees (a) that any Legal Proceeding relating to this Agreement may (but need not) be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Governmental Order duly obtained from the Court as contemplated by this Section 10.15. Each Party agrees that service of process on such Party as provided in Section 10.5 shall be deemed effective service of process on such Party.

10.16 Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

10.17 Assignment. Prior to the issuance of the Approval and Vesting Order, the Purchaser may assign all of its rights and obligations under this Agreement to an Affiliate, provided that (a) the Purchaser shall remain liable to perform all of its obligations hereunder, and (b) the Purchaser and its assignee execute and deliver to the Monitor and the Vendor an assignment and assumption agreement, in form and substance satisfactory to the Monitor and the Vendor, acting reasonably, evidencing such assignment. Other than in

accordance with the preceding sentence, neither the Purchaser nor the Vendor may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement.

10.18 Monitor's Capacity.

(1) Each Party hereto acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Debtors (including the Vendor), will be entitled to rely on all actions taken or authorized by the Vendor and the Purchaser and their Representatives as being the binding acts or authorizations of such Parties. The Monitor will be entitled to rely, and will be fully protected in relying, upon any statements furnished to him by any Party or any other evidence deemed by the Monitor to be reliable.

(2) The Vendor shall be bound by any actions taken by the Monitor and hereby waives any and all defences which may be available to contest, negate or disaffirm the actions of the Monitor taken in good faith and the Monitor will in all cases be fully protected vis-à-vis the Vendor in acting, or refraining from acting, on behalf of the Vendor under this Agreement and any action taken or failure to act pursuant thereto will be binding upon all of the Vendor.

(3) The Monitor will have no Liability or in any way be liable to any Party for any act done or omitted in connection with this Agreement whatsoever in its capacity as Monitor, in its personal capacity or otherwise, taken in good faith. Each Party will indemnify the Monitor and hold its Representatives harmless against any loss, liability or expense incurred without gross negligence, willful misconduct or fraud by the Monitor or its Representatives and relating to its and their duties hereunder, including the reasonable fees and expenses of any legal counsel.

10.19 Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

10.21 Language. The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

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

**PRICEWATERHOUSECOOPERS INC., SOLELY
IN ITS CAPACITY AS MONITOR, ON BEHALF OF
THE VENDOR AND THE INTERVENOR**

By: "Christian Bourque"

Name: Christian Bourque, FCPA, CIRP, LIT

Title: Senior Vice President

9511-2090 QUÉBEC INC.

By: "Kal Malhi"

Name: Kal Malhi

Title: Chairman/Director

I have authority to bind the corporation.

LAFLEUR MINERALS INC.

By: "Kal Malhi"

Name: Kal Malhi

Title: Chairman/Director

I have authority to bind the corporation.

SCHEDULE "A"
FORM OF APPROVAL AND VESTING ORDER
(TO BE ATTACHED)

**COUR SUPÉRIEURE
(Chambre commerciale)**

C A N A D A

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

No.: 500-11-063138-230

DATE : 27 septembre 2024

SOUS LA PRÉSIDENTE DE L'HONORABLE MICHEL A. PINSONNAULT J.C.S.

**DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS
DES COMPAGNIES, L.R.C. (1985), CH. C-36, TELLE QU'AMENDÉE DE :**

CORPORATION MINIÈRE MONARCH

-et-

MOULIN AURIFÈRE BEACON INC.

-et-

LA SOCIÉTÉ MINIÈRE LOUVEM INC.

-et-

11306448 CANADA INC.

Débitrices

-et-

INVESTISSEMENT QUÉBEC

Créancière garantie

-et-

PRICEWATERHOUSECOOPERS INC.

Contrôleur

-et-

**OFFICIER DE LA PUBLICITÉ FONCIÈRE DE LA CIRCONSCRIPTION FONCIÈRE
D'ABITIBI**

-et-

REGISTRAIRE DU REGISTRE DES DROITS PERSONNELS ET RÉELS MOBILIERS

-et-

**REGISTRAIRE DU REGISTRE PUBLIC DES DROITS MINIERS, RÉELS ET
IMMOBILIERS**

Mis en cause

**ORDONNANCE D'APPROBATION ET DE DÉVOLUTION
(PROPRIÉTÉ BEACON)**

- [1] **AYANT PRIS CONNAISSANCE** de la requête intitulée *Application for an Approval and Vesting Order (Beacon Property)* (la « **Requête** ») du Contrôleur datée du 23 septembre 2024, de la déclaration sous serment de Mme Martine Mainville également datée du 23 septembre 2024 et des pièces déposées au soutien de la Requête, ainsi que le Huitième Rapport du Contrôleur daté du 23 septembre 2024 (**P-3**) (le « **Rapport du Contrôleur** ») ;
- [2] **CONSIDÉRANT** la notification de la Requête ;
- [3] **CONSIDÉRANT** le témoignage de la représentante du Contrôleur et des représentations des procureurs respectifs du Contrôleur et des parties présentes à l'audience ;
- [4] **CONSIDÉRANT** qu'il est approprié d'émettre une ordonnance approuvant la transaction (la « **Transaction** ») envisagée dans la Convention d'achat d'actifs (la « **Convention d'achat** ») entre Beacon Gold Mill Inc. (« **Beacon** ») en tant que vendeur, Monarch Mining Corporation (« **Monarch** ») en tant qu'intervenant (Beacon et Monarch, collectivement le « **Vendeur** » ci-après), 9511-2090 Québec inc. en tant qu'acheteur (l'« **Acheteur** »), copie de laquelle a été déposée sous scellés au dossier de la Cour comme **pièce P-2**, telle qu'amendée conformément

à la Convention d'amendement comme **pièce P-4**, également déposée sous scellés à la Requête et visant la dévolution à l'Acheteur des actifs y étant décrit comme « *Purchased Assets* » (les « **Actifs achetés** »), lesquels sont énumérés à l'**Annexe A** des présentes ;

POUR CES MOTIFS, LA COUR :

[5] **ACCUEILLE** la Requête ;

SIGNIFICATION

[6] **ORDONNE** que tout délai préalable pour la présentation de la Requête soit, par les présentes, abrégé et accepté de façon à ce que celle-ci soit valablement présentable aujourd'hui et dispense, par les présentes, de toute notification supplémentaire ;

[7] **PERMET** la notification de cette Ordonnance à toute heure, en tout lieu et par tout moyen ;

APPROBATION DE LA TRANSACTION

[8] **ORDONNE** et **DÉCLARE**, par les présentes, que la Transaction est approuvée et que l'exécution de la Convention d'achat par le Vendeur est par les présentes autorisée et approuvée, de même que tous changements, modifications, amendements, suppressions ou ajouts mineurs dont il pourra être convenu, mais seulement avec l'accord du Contrôleur ;

EXÉCUTIONS DES DOCUMENTS

[9] **AUTORISE** le Contrôleur (pour et au nom du Vendeur) et l'Acheteur à accomplir tout acte, à signer tout document et entreprendre toute action nécessaire à l'exécution de toute entente, contrat, acte, disposition, transaction ou engagement stipulé dans la Convention d'achat (Pièce **P-2**) telle qu'amendée conformément à la Convention d'amendement (**pièce P-4**) ainsi que tout autre document y relié pouvant être requis ou utile pour donner plein effet aux présentes ;

AUTORISATION

[10] **ORDONNE** et **DÉCLARE** que la présente Ordonnance constitue la seule autorisation requise par le Vendeur pour procéder à la Transaction et qu'aucune autorisation de la part d'actionnaires ou d'une autorité réglementaire, le cas échéant, n'est requise en lien avec les présentes ;

DÉVOLUTION DES ACTIFS ACHETÉS

[11] **ORDONNE** et **DÉCLARE** que sur émission d'un certificat du Contrôleur conforme en substance au formulaire joint à l'**Annexe B** de la présente Ordonnance (le « **Certificat** »), tous les droits, titres et intérêts à l'égard des Actifs achetés seront dévolus entièrement et exclusivement à l'Acheteur, francs, quittes et libres de tous

droits, titres, intérêts, réclamations, litiges, créances, créances prioritaires, dettes, responsabilités (directes ou indirectes, absolues ou conditionnelles), obligations (incluant, sans limitation, toutes obligations du Vendeur à l'égard de ses employés ou de ses anciens employés, notamment pour le paiement de salaires, de commissions, de vacances, d'indemnités, d'indemnité de départ, de montants tenant lieu de préavis ou de toute autre dette due en lien avec la cessation d'emploi de ces derniers), droit de rétention, droits de compensation, droits de redevances, droits contractuels en lien avec la propriété (incluant tout droit d'option d'achat, droits de premier refus, autre droit préférentiel en faveur de tiers, et toutes restrictions quant au transfert de titre), sûretés, charges, hypothèques, fiducies présumées, gages, jugements, brefs ou avis de saisie ou d'exécution, avis de vente, de même que tout droit de royautés et toute créance de nature similaire liée à l'extraction des minéraux, qu'ils soient directs, indirects, absolus ou conditionnels, ou qu'ils soient ou non enregistrés, publiés ou déposés et qu'ils soient garantis ou non-garantis ou autre (collectivement les « **Sûretés** »), y compris, sans limiter la portée générale de ce qui précède, toutes les Sûretés créées par ordonnance de cette Cour et toutes les charges ou sûretés constatées par enregistrement, publication ou dépôt en vertu du *Code civil du Québec* sur la propriété mobilière ou immobilière, pour plus de certitude, excluant toutefois les sûretés permises et les engagements restrictifs énumérés à l'Annexe C des présentes (les « **Sûretés permises** ») **ORDONNE** que toutes les Sûretés affectant ou se rapportant aux Actifs achetés, autres que les Sûretés permises, soient par les présentes annulées et radiées à l'égard des Actifs achetés, avec effet dans chaque cas selon la date et l'heure du Certificat ;

- [12] **DÉCLARE** que sur délivrance du Certificat, la Transaction sera réputée constituer et aura les mêmes effets qu'une vente sous autorité de la justice en vertu des dispositions du *Code de Procédure civile* et qu'une vente forcée en vertu des dispositions du *Code civil du Québec* ;
- [13] **ORDONNE** au Contrôleur de déposer à la Cour une copie du Certificat, immédiatement après la délivrance de celui-ci ;

ANNULATION ET RADIATION DES SÛRETÉS

- [14] **ORDONNE** à l'Officier de la publicité foncière de la circonscription foncière d'Abitibi, sur présentation du Certificat conforme en substance au formulaire joint à l'**Annexe B** des présentes, d'une copie certifiée de cette Ordonnance et de la demande d'inscription requise et sur paiement des frais prescrits, de publier cette Ordonnance et de (i) procéder à l'inscription d'une entrée dans le registre foncier, aux index aux immeubles, indiquant que l'Acheteur est le propriétaire du bien immeuble identifié à l'**Annexe D** des présentes et (ii) d'annuler et de radier toutes les Sûretés sur le bien immeuble identifié à l'**Annexe D** des présentes (autre que les Sûretés permises), incluant, sans limitation, les inscriptions identifiées à l'**Annexe E** des présentes, afin de permettre le transfert à l'Acheteur des actifs achetés francs, quittes et libres de ces inscriptions ;

- [15] **ORDONNE** au Registraire du Registre public des droits miniers, réels et immobiliers tenu par le ministère des Ressources naturelles et des Forêts (GESTIM), sur présentation du Certificat conforme en substance au formulaire joint à l'**Annexe B** des présentes, d'une copie certifiée de cette Ordonnance accompagnée de la demande d'inscription requise, et sur paiement des frais prescrits, de publier cette Ordonnance et de (i) procéder à l'inscription d'une entrée au Registre public des droits miniers, réels et immobiliers indiquant que l'Acheteur est le propriétaire des droits miniers identifiés à l'**Annexe F** des présentes ; et (ii) d'annuler et de radier toutes les Sûretés sur les droits miniers identifiés à l'**Annexe F** des présentes (autre que les Sûretés permises), incluant, sans limitation, les inscriptions identifiées à l'**Annexe G** des présentes afin de permettre le transfert à l'Acheteur des Actifs achetés francs, quittes et libres de ces inscriptions ;
- [16] **ORDONNE** au Registraire du Registre des droits personnels et réels mobiliers, sur présentation du formulaire requis et d'une copie conforme de la présente Ordonnance et du Certificat, de radier les enregistrements identifiés à l'**Annexe H** en lien avec les Actifs achetés afin de permettre le transfert à l'Acheteur des Actifs achetés francs, quittes et libres de ces enregistrements ;
- [17] **ORDONNE** à l'Officier de la publicité foncière, de la circonscription foncière d'Abitibi, sur présentation du Certificat conforme en substance au formulaire joint à l'**Annexe B** des présentes, d'une copie certifiée de cette Ordonnance accompagnée de la demande d'inscription requise et sur paiement des frais prescrits, de publier cette Ordonnance et de (i) procéder à l'inscription d'une entrée au Registre foncier, dans le Registre des droits réels d'exploitation des ressources de l'État (registre DRERE) indiquant que l'Acheteur est le propriétaire des droits miniers identifiés à l'**Annexe F** des présentes ; et (ii) d'annuler et radier toutes les sûretés sur les droits miniers identifiés à l'**Annexe F** des présentes incluant, sans limitation, les inscriptions identifiées à l'**Annexe I** des présentes afin de permettre le transfert à l'Acheteur des Actifs achetés francs, quittes et libres de ces inscriptions ;

PRODUIT NET

- [18] **ORDONNE** que le produit net de la vente des Actifs achetés (le « **Produit net** ») soit remis au Contrôleur et soit distribué en conformité avec la présente Ordonnance et les lois applicables ;
- [19] **ORDONNE** que pour les fins de déterminer la nature et la priorité des Sûretés, le Produit net de la vente des Actifs achetés remplacera les Actifs achetés, et qu'à compter du paiement du Prix d'achat (tel que prévu à l'article 3.1 de la Convention d'achat) par l'Acheteur, toutes les Sûretés, sauf les Sûretés permises, seront reportées sur le Produit net avec le même ordre de priorité qu'elles avaient à l'égard des Actifs achetés immédiatement avant la vente, au même titre que si les Actifs achetés n'avaient pas été vendus et demeureraient en possession ou sous le contrôle de la personne qui avait cette possession ou contrôle immédiatement avant la vente ;

VALIDITÉ DE LA TRANSACTION

[20] **ORDONNE** que malgré :

- (i) le fait que les présentes procédures soient en cours d'instance ;
- (ii) toute demande pour une ordonnance de faillite rendue maintenant ou dans le futur en vertu de la LFI et toute autre ordonnance émise en vertu de cette demande ; ou
- (iii) les dispositions de toute loi provinciale ou fédérale ;

la dévolution des Actifs achetés envisagée dans la présente Ordonnance, ainsi que l'exécution de la Convention d'achat faite en vertu de la présente Ordonnance, lieront tout syndic de faillite pouvant être nommé et ne pourront être annulées, ni présumées être un traitement préférentiel, une cession de biens, un transfert frauduleux, une opération sous-évaluée ou toute autre transaction révisable en vertu de la LFI ou de toute autre loi fédérale ou provinciale applicable, à l'encontre du Vendeur, de l'Acheteur ou du Contrôleur.

LIMITATION DE RESPONSABILITÉ

[21] **DÉCLARE** que, sous réserve d'autres ordonnances de cette Cour, rien dans les présentes ne requiert du Contrôleur d'occuper ou de prendre le contrôle, ou autrement de gérer, tous ou partie des Actifs achetés. Le Contrôleur ne sera pas, aux termes de la présente Ordonnance, présumé être en possession d'un quelconque Actif acheté au sens des lois en matières environnementales, le tout suivant les dispositions de la LACC ;

[22] **DÉCLARE** qu'aucune action ne peut être intentée contre le Contrôleur en raison de la présente Ordonnance ou de la réalisation de tout acte autorisé par la présente Ordonnance, sauf avec l'autorisation préalable de cette Cour. Les entités liées au Contrôleur ou appartenant au même groupe que le Séquestre bénéficieront également de la protection accordée par le présent paragraphe ;

GÉNÉRAL

[23] **ORDONNE** que l'Acheteur ou le Contrôleur soient autorisés à entreprendre toutes les actions nécessaires pour donner effet à la radiation des Sûretés ;

[24] **ORDONNE** que la Convention d'achat (**P-2**), l'Annexe A du Rapport du Contrôleur (**P-3**) et la Convention d'amendement (**P-4**) soient traitées confidentiellement et conservées sous scellé jusqu'au plus tôt de : a) la clôture de la Transaction, ou b) une ordonnance ultérieure de cette Cour ;

[25] **DÉCLARE** que cette Ordonnance a plein effet et est en vigueur dans tous les provinces et territoires du Canada ;

[26] **DÉCLARE** que le Contrôleur est autorisé à déposer une requête, tel qu'il pourra le juger nécessaire ou souhaitable, avec ou sans préavis, auprès de tout autre

tribunal ou entité administrative, que ce soit au Canada, aux États-Unis d'Amérique ou ailleurs, pour l'émission d'ordonnances pouvant aider ou compléter la présente Ordonnance et, sans limiter la portée de ce qui précède, une ordonnance en vertu du Chapitre 15 du Code des faillites (États-Unis) (*U.S. Bankruptcy Code*), pour lequel le Contrôleur est un représentant étranger du Débiteur. Toutes les cours et les entités administratives de ces juridictions sont par les présentes respectueusement invitées à rendre les ordonnances et à fournir de l'aide au Contrôleur dans la mesure nécessaire ou appropriée à cet effet ;

- [27] **DEMANDE** l'aide et la reconnaissance de tout tribunal ou toute entité administrative de chaque province du Canada et de tout tribunal fédéral ou entité administrative au Canada et de tout tribunal fédéral ou entité administrative aux États-Unis d'Amérique et tout tribunal ou entité administrative d'ailleurs, de manière à venir en aide et agir de façon complémentaire à cette Cour dans l'exécution des modalités de la présente Ordonnance ;
- [28] **ORDONNE** l'exécution provisoire de la présente Ordonnance nonobstant appel et sans exigence quelconque de fournir une sûreté ou une provision pour frais ;

LE TOUT SANS FRAIS

MICHEL A. PINSONNAULT, J.C.S.
JP1736

Date de l'audience : 27 septembre 2024

ANNEXE A – Liste des Actifs achetés

- (1) Les droits miniers identifiés à l'**Annexe F** de la présente ordonnance ;
- (2) La Propriété mobilière (*Personal Property*) et l'Équipement (*Equipment*);
- (3) Les permis et licences : étant les permis, licences, certificats d'autorisation, autorisations, déclarations de conformité, approbation ou autre preuve d'une autorité émise, conférée ou autrement créée pour le Vendeur en lien avec les droits miniers ;
- (4) Les livres et registres ;
- (5) Le montant de garantie en espèce fourni à Intact pour garantir le paiement du cautionnement portant le numéro 962021454 au montant de 2 437 500 \$ émis par Intact Compagnie d'Assurance pour le compte de Monarch Mining Corporation en faveur du Ministère des Ressources naturelles et des Forêts du Québec pour garantir les obligations de Monarch Mining Corporation aux termes du Plan de restauration ;
- (6) Le plan de réaménagement et de restauration du site minier Propriété Beacon approuvé le 6 février 2019 et le plan révisé du 9 août 2023, en attente d'approbation par le Ministère des Ressources naturelles et des Forêts (le « **Plan de restauration** ») ; et
- (7) Le bien immeuble identifié à l'**Annexe D** de la présente Ordonnance.

ANNEXE B – Projet de certificat du Contrôleur

C A N A D A

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

No. : 500-11-063138-230

**DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS
DES COMPAGNIES, L.R.C. (1985), CH. C-36, TELLE QU'AMENDÉE DE :**

CORPORATION MINIÈRE MONARCH

-et-

MOULIN AURIFÈRE BEACON INC.

-et-

LA SOCIÉTÉ MINIÈRE LOUVEM INC.

-et-

11306448 CANADA INC.

Débitrices

-et-

INVESTISSEMENT QUÉBEC

Requérante

-et-

PRICEWATERHOUSECOOPERS INC.

Contrôleur

-et-

**OFFICIER DE LA PUBLICITÉ FONCIÈRE DE LA CIRCONSCRIPTION FONCIÈRE
D'ABITIBI**

-et-

REGISTRAIRE DU REGISTRE DES DROITS PERSONNELS ET RÉELS MOBILIERS

-et-

**REGISTRAIRE DU REGISTRE PUBLIC DES DROITS MINIERs, RÉELS ET
IMMOBILIERS**

Mis en cause

CERTIFICAT DU CONTRÔLEUR

PRÉAMBULE

CONSIDÉRANT que la Cour supérieure du Québec (la « **Cour** ») a rendu une Ordonnance initiale en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* datée du 15 novembre 2023, une Ordonnance initiale amendée et reformulée datée du 24 novembre 2023 et une Deuxième ordonnance amendée et reformulée datée du 19 janvier 2024 à l'égard des Débitrices (l'« **Ordonnance initiale** »), laquelle nommait notamment PricewaterhouseCoopers inc. (le « **Contrôleur** ») à titre de Contrôleur des Débitrices ;

CONSIDÉRANT que la Cour a émis une Ordonnance (l'« **Ordonnance de dévolution** ») le 27 septembre 2024 qui, *inter alia*, autorise et approuve l'exécution par le Contrôleur pour et au nom de Beacon Gold Mill Inc. et de Corporation Minière Monarch de la Convention d'achat (la « **Convention d'achat** ») entre Beacon Gold Mill Inc. en tant que vendeur, Monarch Mining Corporation en tant qu'intervenant (Beacon et Monarch étant collectivement le « **Vendeur** ») et 9511-2090 Québec inc. en tant qu'acheteur (l'« **Acheteur** »), copie de laquelle a été déposée sous scellés au dossier de la Cour, et tous les documents et transactions y contenues (collectivement la « **Transaction** ») incluant toutes les modifications, changements, amendements, suppressions ou ajouts qui peuvent y avoir été convenus avec le consentement du Contrôleur ; et

CONSIDÉRANT que l'Ordonnance de dévolution prévoit la délivrance du présent Certificat du Contrôleur lorsque (a) la Convention d'achat sera signée et conclue ; (b) le prix de vente (prévu à l'article 3.1 de la Convention d'achat) aura été payé par l'Acheteur ; et (d) toutes les conditions de clôture de la Transaction auront été remplies par les parties ci-dessous ou qu'elles y auront renoncé.

LE CONTRÔLEUR CERTIFIE QU'IL A ÉTÉ AVISÉ PAR LE VENDEUR ET L'ACHETEUR DE CE QUI SUIT :

- a) La Convention d'achat a été signée et conclue ;
- b) Le Prix de vente (prévu à l'article 3.1 dans la Convention d'achat) payable à la clôture de la Transaction ainsi que toutes les taxes applicables le cas échéant ont été payés ;
- c) Toutes les conditions à la clôture ont été satisfaites par les parties ci-dessus, ou elles y ont renoncé.

Ce certificat a été délivré par le Contrôleur le _____ [Date] à _____ [heure]

PricewaterhouseCoopers inc. *ès qualités* de
Contrôleur des Débitrices, et non à titre personnel

Nom : _____

Titre : _____

ANNEXE C – Sûretés permises

- (1) Les servitudes ou droits de passage pour l'entrée et la sortie des personnes ou véhicules sur l'Immeuble acheté ou les Droits Miniers qui sont enregistrés sur l'Immeuble acheté (**Annexe D**) ou les Droits miniers (**Annexe F**) ;
- (2) Les servitudes pour la fourniture de services publics à l'Immeuble acheté ou les Droits miniers et pour le drainage, les égouts pluviaux ou sanitaires, les lignes de services publics, les lignes téléphoniques, les lignes de télévision par câble ou d'autres services, à condition que ces servitudes soient enregistrées sur le titre de propriété de l'Immeuble acheté (**Annexe D**) ou les Droits miniers (**Annexe F**) ;
- (3) Les servitudes non enregistrées ou les droits de passage d'Hydro-Québec pour occuper une partie de l'Immeuble acheté ou les Droits Miniers afin d'installer les circuits, les poteaux et l'équipement nécessaire au raccordement ou au réseau, conformément à son règlement numéro 634 relatif à la fourniture d'électricité et les servitudes accordées avant le 1er janvier 1917 qui affectent l'Immeuble acheté (**Annexe D**) ou les Droits miniers (**Annexe F**) ;
- (4) Les conventions restrictives, les restrictions des actes privés et autres accords similaires de contrôle de l'utilisation des terres, à condition qu'ils soient enregistrés sur le titre de propriété de l'Immeuble acheté (**Annexe D**) ou les Droits miniers (**Annexe F**) ;
- (5) Tout empiètement mineur d'une structure située sur l'Immeuble acheté ou les Droits Miniers sur des terres adjacentes et tout empiètement mineur d'une structure située sur des terres adjacentes sur l'Immeuble acheté (**Annexe D**) ou les Droits miniers (**Annexe F**) ;
- (6) Toute charge fiscale ;
- (7) Les vices de titre, les irrégularités, les servitudes, les empiètements, les droits de passage ou les autres incompatibilités de titre ou de possession se rapportant à l'Immeuble acheté (**Annexe D**) ou les Droits miniers (**Annexe F**) ;
- (8) Les dispositions des lois applicables, y compris les règlements administratifs, les règlements, les règlements de zonage aéroportuaire, les ordonnances et les instruments similaires relatifs à l'aménagement et au zonage.
- (9) Toutes les réserves, exceptions, limitations, clauses restrictives et conditions contenues dans la cession initiale de la Couronne ; et

- (10) Les baux et les enregistrements ou avis relatifs aux baux, à la condition que ces baux n'aient pas expiré selon leurs modalités ou qu'ils n'aient pas été autrement résiliés.

ANNEXE D – Immeuble acheté

Tous les droits superficiaires et de surface sur le lot numéro CINQ MILLIONS CENT VINGT-DEUX MILLE CENT QUATRE-VINGT-TREIZE (5 122 193) du cadastre du Québec, circonscription foncière d'Abitibi ;

Avec tout ce qui est ou sera incorporé, attaché, réuni ou uni par accession à cet immeuble et qui est considéré être immeuble en vertu de la loi, y compris celles portant le numéro 500, chemin Peter Ferderber, Val-d'Or (Québec), J9P 7B9

ANNEXE E – Sûretés à radier du Registre foncier sur les Index aux Immeubles du pour la circonscription foncière d’Abitibi

No. d’inscription	Nature de l’acte	Parties	Date d’inscription
26 548 851	Hypothèque sur une universalité de biens immeubles	Créancier : Investissement Québec Constituant : Moulin Aurifère Beacon inc.	2021-07-30
26 557 907	Hypothèque	Créancier : Gold Royalty Corp. Constituant : Monarch Mining Corporation, Beacon Gold Mill Inc. et autres	2021-08-04
27 624 799	Hypothèque légale (construction)	Créancier : ASDR Canada inc. Débiteur : Moulin Aurifère Beacon inc./Corporation Minière Monarch inc.	2022-10-14
27 638 130	Hypothèque légale (construction)	Créancier : 9380-3021 Québec inc. Débiteur : Moulin Aurifère Beacon inc./Corporation Minière Monarch inc.	2022-10-20
27 637 160	Acte de Correction Réf. : 27 624 799	Créancier : ASDR Canada inc.	2022-10-20
27 636 623	Hypothèque légale (construction)	Créancier : Lanexco inc. Débiteur : Moulin Aurifère Beacon inc./Corporation Minière Monarch inc.	2022-10-20
27 662 983	Préavis d’exercice – Vente sous contrôle justice	Créancier : 9380-3021 Québec inc. Débiteur : Moulin Aurifère Beacon inc.	2022-11-01
27 662 982	Préavis d’exercice – Vente sous contrôle justice	Créancier : ASDR Canada inc. Débiteur : Moulin Aurifère Beacon inc. Corporation Minière Monarch inc.	2022-11-01
27 669 696	Hypothèque légale (construction)	Créancier : 2985080 Canada inc. Débiteur : Moulin Aurifère Beacon inc.	2022-11-03

27 765 036	Hypothèque légale (construction)	Créancier : Débiteur :	Rexel Canada Électrique inc. Beacon Gold Mill inc.	2022-12-16
28 062 716	Préavis d'exercice – Vente sous contrôle justice	Créancier : Débiteur :	Rexel Canada Électrique inc. Corporation Minière Monarch inc. (propriétaire)	2023-06-05
28 371 642	Préavis d'exercice – Vente sous contrôle justice	Créancier : Constituant :	Investissement Québec Moulin Aurifère Beacon inc.	2023-11-03

ANNEXE F – Droits miniers

1. Beacon

(a) Concession minière

La concession minière délivrée en vertu de la *Loi sur les mines* (Québec) et enregistrée au registre public des droits miniers, réels et immobiliers sous le numéro indiqué dans la colonne intitulée « Numéro de la concession minière (Gestim) »^o du tableau ci-dessous, connue et désignée comme étant la fiche immobilière ouverte sous le numéro d'ordre ci-après mentionné au registre des droits réels d'exploitation des ressources de l'État de la circonscription foncière d'ABITIBI, dans la colonne intitulée « Fiche immobilière sous un numéro d'ordre » :

Type de droit	Numéro de la concession minière (Gestim)	Fiche immobilière sous un numéro d'ordre
CM	356PTB	84-A-658

L'immeuble décrit ci-dessus correspond en tout à celui qui a justifié l'établissement de la fiche immobilière sous un numéro d'ordre ci-dessus décrit (article 3034 du *Code civil du Québec*).

Tel que le tout se trouve présentement avec et sujet à toutes les servitudes actives, passives, apparentes ou non apparentes attachées à ladite concession minière, sans exception ni réserve, avec tous les droits réels accordés par l'État ou que le Débiteur détient ou détiendra et qui y sont attachés, y compris, sans s'y limiter, les bâtiments actuels et futurs, constructions, structures, améliorations immobilières, restaurations, compléments, accessoires et travaux y exécutés, y compris, les parcs à résidus miniers, réservoirs, ateliers, usines et autres, les installations nécessaires aux activités minières, érigés ou à ériger sur ou en dessous de ceux-ci, ainsi que tous les biens, présents et futurs, en permanence attachés ou joints physiquement à ce bien immobilier de manière à garantir leur utilité et tous les autres biens liés à ce bien immobilier et qui sont immeubles par l'effet de la loi, y compris par voie d'accession, ainsi que tout autre droit accessoire qui s'y rattache.

(b) Claims miniers

Les claims miniers délivrés en vertu de la *Loi sur les mines* (Québec) et enregistrés au registre public des droits miniers, réels et immobiliers sous les numéros indiqués dans la colonne intitulée « Numéros des claims (Gestim) »° du tableau ci-dessous, connus et désignés comme étant les fiches immobilières ouvertes sous les numéros d'ordre ci-après mentionnés au registre des droits réels d'exploitation des ressources de l'État de la circonscription foncière d'ABITIBI, dans la colonne intitulée « Fiche immobilière sous un numéro d'ordre » pour chacun desdits claims miniers :

	Type de droit	Numéros des daims (Gestim)	Fiche immobilière sous un numéro d'ordre
1.	CDC	2174509	84-A -5 145
2.	CDC	2174510	84-A -5 146
3.	CDC	2174511	84-A -5 147
4.	CDC	2174512	84-A -5 148
5.	CDC	2174513	84-A -5 149
6.	CDC	2175511	84-A -5 152
7.	CDC	2175512	84-A -5 153
8.	CDC	2175513	84-A -5 154
9.	CDC	2175514	84-A -5 155
10.	CDC	2184751	84-A -5 150
11.	CDC	2184752	84-A -5 151

Les immeubles décrits ci-dessus correspondent en tout à ceux qui ont justifié l'établissement des fiches immobilières sous un numéro d'ordre ci-dessus décrites (article 3034 du *Code civil du Québec*).

Tel que le tout se trouve présentement avec et sujet à toutes les servitudes actives, passives, apparentes ou non apparentes attachées auxdits claims miniers, sans exception ni réserve, avec tous les droits réels accordés par l'État ou que le Débiteur détient ou détiendra et qui y sont attachés, y compris, sans s'y limiter, les bâtiments actuels et futurs, constructions, structures, améliorations immobilières, restaurations, compléments, accessoires et travaux y exécutés, y compris, les parcs à résidus miniers, réservoirs, ateliers, usines et autres, les installations nécessaires aux activités minières, érigés ou à ériger sur ou en dessous de ceux-ci, ainsi que tous les biens, présents et futurs, en permanence attachés ou joints physiquement à ces biens immobiliers de manière à garantir leur utilité et tous les autres biens liés à ces biens immobiliers et qui sont immeubles par l'effet de la loi, y compris par voie d'accession, ainsi que tout autre droit accessoire qui s'y rattache.

ANNEXE G – Sûretés à radier du Registre public des droits miniers, réels et immobiliers (GESTIM)

Numéro des titres miniers	No inscription	Date inscription	Type
CM : 356PTB	58171	2021/09/21	Hypothèque Créancier : Gold Royalty Corp.
	58165	2021/09/21	Hypothèque Créancier : Investissement Québec

**ANNEXE H - Sûretés à radier du Registre des droits personnels, réels et mobiliers
(RDPRM)**

No. d'enregistrement	Constituant(s)	Titulaire	Date d'inscription
23-1321781-0002 (Préavis)	Moulin Aurifère Beacon inc.	Investissement Québec	2023-11-06
21-0845484-0001 (HCSD)	Corporation Minière Monarch Beacon Gold Mill Inc.	Gold Royalty Corp.	2021-08-04
21-0831514-0001 (HCSD)	Moulin Aurifère Beacon inc.	Investissement Québec	2021-07-30

ANNEXE I – Sûretés à radier du Registre foncier, dans le Registre des droits réels d'exploitation des ressources de l'État (DRERE) pour la circonscription foncière d'Abitibi

No. d'inscription	Nature de l'acte	Parties	Date d'inscription
26 548 851	Hypothèque sur une universalité de biens immeubles	Créancier : Investissement Québec Constituant : Moulin Aurifère Beacon inc.	2021-07-30
26 557 907	Hypothèque	Créancier : Gold Royalty Corp. Constituant : Monarch Mining Corporation, Beacon Gold Mill Inc. et autres	2021-08-04
27 669 696	Hypothèque légale (construction)	Créancier : 2985080 Canada inc. Débiteur : Moulin Aurifère Beacon inc.	2022-11-03
28 371 642	Préavis d'exercice – Vente sous contrôle justice	Créancier : Investissement Québec Constituant : Moulin Aurifère Beacon inc.	2023-11-03

SCHEDULE "B"

CURE COSTS

Nil

SCHEDULE "C"

PURCHASED ASSETS

- (1) The Mining Rights;
- (2) Personal Property and Equipment;
- (3) The Permits and Licences;
- (4) The Books and Records;
- (5) The License Bond;
- (6) Intact Collateral; and
- (7) The Owned Real Property.

SCHEDULE "D"**ALLOCATION OF PURCHASE PRICE**

Purchased Asset	Portion of Purchase Price (\$)	Percentage of Purchase Price (%)
Mining Rights	1,089,000	99
Personal Property and Equipment	1,833	Less than 1
Permits and Licences	1,833	Less than 1
Books and Records	1,833	Less than 1
Owned Real Property	1,833	Less than 1
License Bond	1,833	Less than 1
Intact Collateral	1,835	Less than 1
TOTAL:	1,100,000	100

The Purchaser shall provide a draft allocation of the Purchased Assets no later than forty-eight (48) hours prior to the hearing date before the Court for the grant of the Approval and Vesting Order.

**SCHEDULE “E”
MINING RIGHTS**

Beacon Mill

Mining Concession

No.	NTS Sheet	Mining Titles		Land File No.	Area (Ha)	Expiration Date	Title Owner (% Ownership)
		Type of Title	No. of Title				
1	NTS 32C04	CM	356PTB	84-A-658	92.65	N/A	Beacon (100%)

Mining Claims

No.	NTS Sheet	Mining Titles		Land File No.	Area (Ha)	Expiration Date	Title Owner (% Ownership)
		Type of Title	No. of Title				
1	NTS 32C04	CDC	2174509	84-A-5145	0.05	Nov. 18, 2025	Beacon (100%)
2	NTS 32C04	CDC	2174510	84-A-5146	0.71	Nov. 18, 2025	Beacon (100%)
3	NTS 32C04	CDC	2174511	84-A-5147	22.75	Nov. 18, 2025	Beacon (100%)
4	NTS 32C04	CDC	2174512	84-A-5148	23.45	Nov. 18, 2025	Beacon (100%)
5	NTS 32C04	CDC	2174513	84-A-5149	5.48	Nov. 18, 2025	Beacon (100%)
6	NTS 32C04	CDC	2175511	84-A-5152	8.01	Dec. 9, 2025	Beacon (100%)
7	NTS 32C04	CDC	2175512	84-A-5153	16.24	Dec. 9, 2025	Beacon (100%)
8	NTS 32C04	CDC	2175513	84-A-5154	1.01	Dec. 9, 2025	Beacon (100%)
9	NTS 32C04	CDC	2175514	84-A-5155	7.37	Dec. 9, 2025	Beacon (100%)
10	NTS 32C04	CDC	2184751	84-A-5150	0.91	Nov. 18, 2025	Beacon (100%)
11	NTS 32C04	CDC	2184752	84-A-5151	1.54	Nov. 18, 2025	Beacon (100%)
TOTAL:					87.52		

SCHEDULE "F"
PERMITTED ENCUMBRANCES

- (1) Servitudes or rights-of-way for the passage, ingress and egress of Persons and vehicles over parts of the Owned Real Property or Mining Rights, provided such servitudes or rights-of-way are registered on title to the Owned Real Property or Mining Rights.
- (2) Servitudes for the supply of utilities to the Owned Real Property or Mining Rights and for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services, provided such servitudes are registered on title to the Owned Real Property or Mining Rights.
- (3) Any unregistered servitudes or rights of way by Hydro-Québec to occupy a part of the Owned Real Property or Mining Rights to install any circuits, poles and necessary equipment required for the connection or the network, in accordance to its by-law number 634 relating to the supply of electricity and any servitudes granted prior to January 1, 1917 which affect the Owned Real Property or Mining Rights.
- (4) Restrictive covenants, private deed restrictions and other similar land use control agreements, provided they are registered on title to the Owned Real Property or Mining Rights.
- (5) Any minor encroachments by any structure located on the Owned Real Property or Mining Rights onto any adjoining lands and any minor encroachment by any structure located on adjoining lands onto the Owned Real Property or Mining Rights;
- (6) Any Encumbrances for Taxes;
- (7) Any title defects, irregularities and discrepancies in title or possession relating to the Owned Real Property or Mining Rights;
- (8) The provisions of Applicable Laws, including by-laws, regulations, airport zoning regulations, ordinances and similar instruments relating to development and zoning;
- (9) Any reservations, exceptions, limitations, provisions and conditions contained in the original Crown grant; and
- (10) Leases and any registrations or notices with respect to the leases, provided such leases have expired by their terms or have otherwise been terminated.