

ASSET PURCHASE AGREEMENT

WALLBRIDGE MINING COMPANY LIMITED

- and -

ARCHER EXPLORATION CORP.

July 12, 2022

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is dated as of the 12th day of July, 2022.

BETWEEN:

WALLBRIDGE MINING COMPANY LIMITED, a company existing under the laws of the Province of Ontario, and having an office located at 129 Fielding Road, Lively, Ontario, P3Y 1L7 (the “**Vendor**”)

AND:

ARCHER EXPLORATION CORP., a company existing under the laws of the Province of British Columbia and having an office located at Suite 700, 1090 West Georgia Street, Vancouver, British Columbia, V6E 3V7

(the “**Purchaser**” and together with the Vendor, the “**Parties**”, and each a “**Party**”)

WHEREAS the Vendor owns the Purchased Assets (as defined herein);

AND WHEREAS the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Assets, pursuant to the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, agreements and premises herein contained, and other good and valuable consideration (the receipt and sufficiency whereof being hereby acknowledged by each party), the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 Definitions. In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Aboriginal Peoples**” means any aboriginal peoples of Canada, including Indian (First Nation), Inuit and Métis peoples of Canada and includes any group of Aboriginals, including Tribal or Métis Councils and Inuit Organizations.

“**affiliate**” has the meaning attributed to it in National Instrument 45-106 – *Prospectus Exemptions*.

“**Agreement**”, “**this Agreement**”, “**hereto**” and “**herein**” means this Agreement and all Schedules attached hereto, as may be amended from time to time.

“**Alternative Transaction**” has the meaning attributed to it in section 5.3(a).

“**Anti-Corruption Laws**” means, collectively, with respect to any Person, anti-corruption or anti-bribery laws of all jurisdictions applicable to such Person, the rules and regulations thereunder

and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such Person is subject, including the *Corruption of Foreign Public Officials Act* (Canada) and the *United States Foreign Corrupt Practices Act of 1977*.

“Applicable Law” means any applicable Canadian or foreign federal, provincial, state, municipal or local statute, regulation, rule, by-law, ordinance, order, policy or consent, including the common law, as well as any other enactment, treaty, official directive or guideline issued by a Governmental Authority, and the terms and conditions of any permit, license or similar document or approval issued by a Governmental Authority, and shall also include any order, judgment, decree, injunction, ruling, award or declaration, or other decision of whatsoever nature of a court, administrative or quasi-judicial tribunal, an arbitrator or arbitration panel or a Governmental Authority of competent jurisdiction that is not subject to appeal or that has not been appealed within the requisite time therefor, and for greater certainty, includes, without limitation, Anti-Corruption Laws, Environmental Laws and Securities Laws.

“Asset Contract” means any Contract to which the Vendor is bound, or in respect of which the Vendor may have liability, and that relates to the Purchased Assets.

“Assumed Liabilities” has the meaning attributed to it in section 3.1.

“Broken Hammer Letter of Credit” means the irrevocable standby letter of credit #3712-9303881-09 in the face amount of \$361,245.00 with respect to the Broken Hammer Property.

“Broken Hammer Letter of Credit Replacement” means, collectively the following actions (i) the Broken Hammer Letter of Credit shall be terminated, cancelled and returned to the Vendor in a matter satisfactory to the Vendor, acting reasonably; (ii) the Purchaser shall have provided a replacement letter of credit to the beneficiary of the Broken Hammer Letter of Credit, with a face amount equal to the undrawn face amount of the Broken Hammer Letter of Credit; and (iii) the rights and obligations of the Vendor pursuant to the Broken Hammer Letter of Credit shall have been terminated and the Purchaser shall have fully and finally released the Vendor from its obligations thereunder.

“Broken Hammer Property” means the Broken Hammer property as described in Schedule E.

“Claim” means any claim, demand, action, cause of action, damage, injury, loss, cost, liability or expense, including reasonable fees and costs of legal, accounting, environmental and other advisors.

“Closing” means the completion of the purchase and sale transactions contemplated in this Agreement.

“Closing Date” means the date on which the Closing occurs.

“Confidential Information” has the meaning attributed to it in section 5.6.

“Consideration Shares” has the meaning attributed to it in section 2.2.

“Contract” means contracts, licenses, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which a Party is a party or by which any of them are bound or under which a Party has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied).

“CSE” means the Canadian Securities Exchange.

“CSE Approval” means the CSE’s conditional approval of the transactions contemplated in this Agreement, including the approval of the issuance of the Consideration Shares.

“Damages” means any Liability, damage, and out-of-pocket expenses (including reasonable legal fees and expenses) whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Authority, or a cause, matter, thing, act, omission or state of facts not involving a third party.

“Direct Claim” means any cause, matter, thing, act, omission or state of facts not involving a Third Party Claim which entitles an Indemnified Party to make a claim for indemnification under this Agreement.

“Encumbrances” means any pledge, mortgage, charge, hypothec, prior claims (within the meaning of the *Civil Code of Québec*), security interest, assignment, lien (statutory or otherwise), dismemberment of the right of ownership, easement, servitude, title retention agreement or arrangement, conditional sale, instalment sale, deemed or statutory trust, restrictive covenant, contractual obligation or other encumbrance or real right of any nature which, in substance, secures payment or performance of an obligation or which results in the creation of a third party interest, such as, without limitation, a re-purchaser right, a right of first refusal, back in rights, resolutive clause/right, an option, a royalty (whether registered or not in the Public Records), or the nullification of an existing right, in part or in whole, previously granted by such third party, all in relation to the Purchased Assets or the Properties.

“Environment” means the environment and natural environment as defined in any Environmental Laws and includes indoor air and any living things.

“Environmental Laws” means Applicable Laws relating to the Environment and public health or safety, and includes Applicable Laws relating to any sewer system and to the storage, generation, use, handling, manufacture, processing, labelling, advertising, sale, display, transportation, treatment, reuse, recycling, Release and disposal of Hazardous Substances.

“ETA” means the *Excise Tax Act* (Canada).

“Excluded Assets” means the assets listed in Schedule A.

“Excluded Liabilities” has the meaning attributed to it in section 3.2.

“Existing Royalties” means those royalties listed in Schedule B.

“Exploration Cooperation Agreement” means the form of exploration cooperation agreement attached as Schedule C.

“Filings” means all documents publicly filed under the profile of the Purchaser on SEDAR or furnished to the CSE.

“Financing” means a private placement of Purchaser Shares or units to be conducted prior to or concurrently with the Closing, pursuant to which the Purchaser shall raise gross proceeds of not less than \$10,000,000, provided that to the extent that such private placement includes the issuance of Flow-Through Shares or units, (a) a minimum of \$3,000,000 of the gross proceeds shall be raised through the issuance of Purchaser Shares or units that are not Flow-Through Shares or units and (b) such Purchaser Shares or units that are not Flow-Through Shares or units shall be priced at a maximum discount of 20% to the market price of the Purchaser Shares on the CSE on the date hereof.

“Flow-Through Shares” means “flow-through shares” as defined in subsection 66(15) of the Tax Act.

“Gargoyle Payment” means the \$50,000 payment to be paid by the Vendor to Karl Bjorkman on or before August 16, 2022 pursuant to an agreement dated August 16, 2018.

“Governmental Authority” means:

- (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (b) any domestic or foreign agency, authority, ministry, department, regulatory authority, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, expropriation, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (c) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, including the Securities Regulators;
- (d) the CSE, or any other stock exchange on which the Purchaser’s securities are listed and / or traded at the applicable time; and/or
- (e) the TSX.

“Grasset Property” means the Grasset property as described in Schedule E.

“Hazardous Activity” means any activity relating to the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, release (which includes any Release), storage, transfer, transportation, treatment or use of Hazardous Substances in, at, on, under, about or from any Properties or any part thereof, and any other act, business, operation or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm to the Environment, Persons or property on or off any Properties, or that may affect the value of any Properties or the Purchased Assets.

“Hazardous Substances” means pollutants, contaminants, wastes of any nature, hazardous substances, hazardous materials, toxic substances, prohibited substances, dangerous substances or dangerous goods as defined, judicially interpreted or identified in any Environmental Laws including asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs) and mold.

“Historical Technical Reports” means the reports dated December 23, 2021 and March 30, 2016 entitled “NI 43-101 Technical Report for the Detour-Fenelon Gold Trend Property, Quebec, Canada” and “Technical Report and Mineral Resource Estimate for the Grasset Ni-Ci-PGE Deposit (according to National Instrument 43 101 and Form 43 101F1)”, respectively.

“IFRS” means the International Financial Reporting Standards as issued by the International Accounting Standards Board (IASB), interpretations issued by the International Financial Reporting Interpretations Committee, International Accounting Standards issued by the International Accounting Standards Committee and the interpretations issued by the Standing Interpretations Committee.

“Implats” means Impala Platinum Holdings Limited.

“Indemnified Party” means a Person with indemnification rights or benefits under section 6.2 or section 6.3, or otherwise under this Agreement.

“Indemnifying Party” means a Party against which a claim may be made for indemnification under this Agreement, including pursuant to Article 6.

“Investor Rights Agreement” means the form of investor rights agreement attached as Schedule D.

“Legal Proceeding” means any action, suit, claim, litigation, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any Governmental Authority and includes any appeal or review thereof and any application or leave for appeal or review.

“Liabilities” means all costs, expenses (including wages, vacation pay and overtime pay), charges, debts, liabilities, claims, losses, damages, adverse claims, fines, penalties, demands and obligations, assessments or reassessments of any kind or nature (including any deferred or future liability for Taxes), whether primary or secondary, direct or indirect, known or unknown, asserted or unasserted, fixed, contingent or absolute, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, extracontractual liability, strict liability or otherwise, voluntarily incurred or otherwise, whenever asserted, and including all costs and expenses relating thereto including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation.

“Licenses” means material registrations, licenses, permits, authorizations, approvals, consents, decrees, orders in council, approvals, certificates, consents, certificates of authorization, rights, compliance declarations, privileges, registrations, concessions, easements, exemptions and other qualifications which are required under Applicable Laws to own or lease or hold or use, occupy, explore or operate the Properties or to carry on the business of the Vendor, along with all

subsisting rights to enter upon, use, explore and occupy any Crown or third party surface rights of any lands forming part of the Properties or of any lands to be traversed in order to gain access to any of the lands forming part of the Properties.

“**Listing Statement**” means the listing statement to be prepared by the Purchaser in accordance with Policy 8 of the CSE (or other applicable disclosure document), as required to obtain the CSE Approval.

“**LOI**” means the letter of intent entered into between Purchaser and Vendor dated May 6, 2022, as amended on June 15, 2022.

[Redacted – Prejudicial Information].

[Redacted – Prejudicial Information].

[Redacted – Prejudicial Information].

[Redacted – Prejudicial Information].

“**Material Adverse Effect**” means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, states of facts or circumstances is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of any Party, except any such change, event, occurrence, effect, or circumstance resulting from or arising in connection with: (a) any change affecting the global gold or nickel mining industries as a whole; (b) any change in general global economic, business, regulatory, political or market conditions; (c) any change in international financial reporting standards or Applicable Laws; (d) any changes in currency or exchange rates; (e) any commencement or continuation of war, armed hostilities or acts of terrorism; (f) any earthquake, flood or other natural disaster or outbreaks of illness (including, but not limited to, COVID-19) or other acts of God; (g) any change attributable to the announcement or implementation of the transactions contemplated hereby; provided, however, that with respect to clauses (a) through to and including (f), such matter does not have a materially disproportionate effect on a Party, relative to other comparable companies and entities operating in the industry in which such Party operates; and, unless expressly provided in any particular section of this Agreement, references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a “Material Adverse Effect” has occurred.

“**material fact**” shall have the meaning ascribed to it in the *Securities Act* (British Columbia).

“**MERN**” means the Ministère de l'Énergie et des Ressources Naturelles of the Province of Québec, being the authority responsible for the administration of the *Mining Act*.

“Mineral Rights” means claims (including unpatented mining claims), mining exploration licenses, exploration licenses, mining leases, mining concessions, exploration licenses for surface mineral substances, leases to mine surface mineral substances, prospecting rights, applications for mining concessions or rights to apply for mining concessions, fee simple rights to Minerals (including surface rights and mining rights), letters patent, licenses of occupation, permits, participation rights, other conventional property or proprietary interests and other forms of mineral tenure or other rights to Minerals, or to work upon lands for the purpose of searching for, developing or extracting Minerals under any forms of mineral title or right recognized under the laws applicable in Ontario or in Québec, or any subdivision thereof, whether contractual, statutory or otherwise, or any interest therein, and any applications for such Mineral tenure or other rights to Minerals, and any Mineral tenure or other rights to Minerals including any renewals, extensions, amendments, consolidations or other rights derived from such applications and all other collateral rights relating to the aforementioned, including, without limitation, all land use or other permits issued by any Governmental Authority or otherwise pursuant to Applicable Laws.

“Minerals” shall have the meaning ascribed to (a) it in the *Mining Act* (Ontario); or (b) the term “mineral substances” in the *Mining Act* (Québec), as the circumstances may require.

“misrepresentation” shall have the meaning ascribed to it in the *Securities Act* (British Columbia).

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

“Notice” has the meaning attributed to it in Section 11.1.

“Outside Date” means January 31, 2023, or such later date as the Parties may agree in writing.

“Party” and **“Parties”** each have the meanings attributed to them in the recitals hereto.

“Permitted Encumbrances” means (a) Encumbrances for Taxes, assessments or governmental charges or levies on property not yet due or delinquent and for which appropriate accruals have been established in accordance with IFRS; and (b) easements, servitudes, encroachments and other minor imperfections of title which do not, individually or in the aggregate, materially detract from the value of, or impair the use or marketability of any real property, including the Properties; (c) Encumbrances for or solely in connection with the Existing Royalties; and (d) Encumbrances specified in Schedule I.

“Person” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

“Properties” means the properties described in Schedule E.

“Public Records” means individually and/or collectively the Public Register of Real and Immovable Mining Rights of the MERN and/or the Register of Real Rights of State Resource Development (Land Register) and/or the Land Register (indexes to immovable) and/or any

register then existing to render the title to the Properties and/or any proportionate interests in the Properties opposable to any third parties and/or to the Governmental Authority.

“**Purchase Price**” means, together, the dollar value of the Assumed Liabilities that are accrued and payable as of the Closing Date, the Consideration Shares and the Royalty.

“**Purchased Assets**” means the assets listed Schedule F.

“**Purchaser**” has the meaning attributed to it in the recitals hereto.

“**Purchaser Financial Statements**” means, collectively, the: (a) audited financial statements of the Purchaser as at and for the years ended September 30, 2021 and September 30, 2020 including the notes thereto together with any auditor’s report thereon as at and for the periods included therein; and (b) unaudited financial statements of the Purchaser as at and for the period ended March 31, 2022.

“**Purchaser Option Plan**” means the 10% rolling stock option plan of the Purchaser.

“**Purchaser Options**” means options to purchase Purchaser Shares pursuant to the Purchaser Option Plan.

“**Purchaser Shareholder Approval**” means such approvals of the Purchaser’s shareholders as may be required to effect the transactions described herein, including without limitation under the policies of the CSE or Applicable Laws. For clarity, the Purchaser Shareholder Approval will be obtained by written consent of a majority of the shareholders of the Purchaser.

“**Purchaser Shares**” means common shares of the Purchaser and shall include Flow-Through Shares where the context so requires.

“**Purchaser Subsidiary**” means 1273600 B.C. Ltd.

“**Purchaser Warrants**” means warrants to purchase Purchaser Shares.

“**QST Act**” means the Act respecting the Québec Sales Tax (Québec).

“**Release**” has the meaning prescribed in any Environmental Laws and includes any release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, whether accidental or intentional.

“**Required Consents**” means the consents, approvals or waivers, as applicable, listed in Schedule G.

“**Royalty**” means the net smelter return royalty on the terms set forth in the Royalty Agreement.

“**Royalty Agreement**” means the form of royalty agreement evidencing the grant of the Royalty in the form attached hereto as Schedule H.

“**Securities Laws**” means all applicable securities laws, regulations and rules, and all regulatory instruments and policy statements, blanket orders and notices of the applicable securities regulatory authorities in effect from time to time, including the applicable rules and requirements of the CSE and/or any other stock or securities exchange on which the Purchaser has applied to list its securities or on which its securities are listed and/or traded.

“**Securities Regulators**” means the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada with jurisdiction in the circumstances.

“**Share Distribution**” means the distribution of the Spinout Shares by way of a reduction of stated capital to the Vendor Shareholders on a *pro rata* basis.

“**Spinout Shares**” means that number of Consideration Shares required to be distributed pursuant to the Share Distribution such that, on completion of the Share Distribution, the Vendor retains a 19.9% basic ownership interest in the Purchaser.

“**Tax Act**” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended.

“**Tax Returns**” means any and all returns, reports, information returns, designations, declarations and elections, including any schedule or attachment thereto, filed or required to be filed in respect of Taxes, including any amendment thereof.

“**Taxes**” means any taxes, duties, fees, premiums, assessments, reassessments, imposts, levies, warrants and other charges of any kind whatsoever imposed by any Governmental Authority, whether disputed or not, including all interest, penalties, fines, additions to tax or other similar amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, registration, withholding, business, franchising, property, development, local improvement, occupancy, employer health, payroll, employment, insurance, social services, education, school and social security taxes, all surtaxes, all customs duties and import and export taxes and government pension plan (including Canada Pension Plan and Quebec Pension Plan) premiums or contributions, and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority.

“**Third Party Claim**” means any action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Authority, against an Indemnified Party which entitles the Indemnified Party to make a claim for indemnification under this Agreement.

“**TSX**” means the Toronto Stock Exchange.

“**Vendor**” has the meaning attributed to it in the recitals hereto.

“**Vendor Financial Statements**” means, collectively, the: (a) audited carveout financial statements of the Vendor as at and for the years ended December 31, 2021, December 31, 2020 and December 31, 2019 including the notes thereto together with any auditor’s report thereon as

at and for the periods included therein; and (b) unaudited carveout financial statements of the Vendor as at and for the period ended June 30, 2022.

“Vendor Shareholder Approval” means such approvals of the Vendor Shareholders as may be required to effect the Share Distribution.

“Vendor Shareholders” means the shareholders of the Vendor as of the record date established for the purpose of determining which of such shareholders are entitled to participate in the Share Distribution.

1.2 Disclosure. Any fact or circumstance or combination of facts and/or circumstances disclosed in this Agreement or in any of the Schedules hereto shall be deemed to be disclosed for all purposes of this Agreement.

1.3 Knowledge. The expression “to the knowledge of the Vendor” and similar phrases shall mean to the actual knowledge of the President and Chief Executive Officer and the Chief Financial Officer of the Vendor and shall not imply or carry any personal liability to such Persons. The expression “to the knowledge of the Purchaser” and similar phrases shall mean to the actual knowledge of the interim Chief Executive Officer of the Purchaser and shall not imply or carry any personal liability to such Person.

1.4 Certain Phrases, etc.

- (a) Words importing individuals include bodies corporate and other artificial entities, and vice versa; any reference to gender includes all genders; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular number only include the plural, and *vice versa*.
- (b) The word “shall”, has the same meaning as the word “will” and the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto).
- (c) The words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision.
- (d) The words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including facsimile or e-mail.

1.5 Accounting Terms. All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with IFRS.

1.6 Schedules. The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

1.7 Headings, Etc. The division of this Agreement into Articles and Sections, and the insertion of headings, are for convenience of reference only and do not affect the interpretation of this Agreement.

1.8 Currency. All references in this Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

1.9 References to Persons and Agreements. Any reference in this Agreement to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable. Except as otherwise provided in this Agreement, the term “**Agreement**” and any reference to this Agreement, or to any other agreement, document or other instrument, includes, and is a reference to, this Agreement or such other agreement, document or other instrument, as the same may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and includes all Schedules hereto.

1.10 Statutes. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute, and all rules and regulations made thereunder, as the same may have been, or may from time to time be, amended, re-enacted or replaced.

1.11 Business Day. A “day” shall refer to a calendar day, and references to a “Business Day” shall mean a day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario, Vancouver, British Columbia or Montréal, Québec are authorized or required by Applicable Laws to close. Whenever payments are to be made, or an action is to be taken, on a day which is not a Business Day, such payment shall be made, or such action shall be taken, on or not later than the next succeeding Business Day.

1.12 Time. Except where otherwise expressly provided in this Agreement any reference to time shall be deemed to be a reference to Vancouver time.

1.13 No Presumption. This Agreement is the product of negotiation by the Parties having the assistance of legal counsel and other advisers. It is the intention of the Parties that neither Party shall be presumed to be the drafter hereof and that this Agreement not be construed more strictly with the regard to one Party than to the other Party.

ARTICLE 2

PURCHASE AND SALE AND PURCHASE PRICE

2.1 Purchased Assets and Excluded Assets. Subject to the terms and conditions of this Agreement, on the Closing Date, the Vendor shall, sell, assign, transfer and deliver to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor, 100% legal and beneficial interest in the Purchased Assets, free and clear of all Encumbrances, other than the Permitted Encumbrances. Notwithstanding anything to the contrary in this Agreement, the Purchased Assets do not include any of the Excluded Assets.

2.2 Consideration. In consideration for the Purchased Assets, on the Closing Date the Purchaser shall:

- (a) subject to the terms and conditions set forth herein, assume the Assumed Liabilities which are accrued and payable as of the Closing Date;
- (b) issue to the Vendor (or as the Vendor may otherwise direct in writing) 198,635,786 Purchaser Shares (the “**Consideration Shares**”); and
- (c) grant to the Vendor (or as the Vendor may otherwise direct in writing) the Royalty pursuant to the terms of the Royalty Agreement.

To the extent applicable under the terms of Article 1797 of the *Civil Code of Québec*, each of the Vendor and the Purchaser hereby expressly renounces (and will reiterate such renunciation in the documents evidencing the transfer of the Purchased Assets located in the Province of Québec) to its right of recovery, namely, the right it has, in the event of eviction from the property received in exchange to recover the property it has transferred in exchange, intending only to retain, if need be, a recourse in damages.

2.3 Resale Restrictions and Escrow Requirements. The Parties acknowledge that certificates, direct registration statement (DRS) advices or non-certificated inventory (NCI) positions evidencing the Consideration Shares issued under this Agreement may be legended and / or bear restrictions (as applicable) to reflect the application of statutory hold periods imposed by Securities Laws, or any escrow or resale restrictions imposed by the CSE.

The Vendor further acknowledges that the Consideration Shares will be subject to the terms and conditions of the Investor Rights Agreement.

2.4 Purchase Price Allocation. The Vendor and the Purchaser shall allocate the Purchase Price among the Purchased Assets in accordance with the fair market value thereof as described in Schedule J and execute and file all of their own Tax Returns and prepare all of their own financial statements and other instruments on the basis of such allocation.

2.5 Payment of Sales Tax and Registration Charges on Transfer.

- (a) The Purchaser shall be liable for and shall pay all land transfer Taxes, federal and provincial sales Taxes and all other similar Taxes, duties, registration fees or other like charges properly payable upon and in connection with the sale, assignment and transfer of the Purchased Assets from the Vendor to the Purchaser, other than any Taxes payable on the Vendor’s income, profits or gains arising as a result of the sale, assignment and transfer.
- (b) The Parties will use their commercially reasonable efforts in good faith to minimize (or eliminate) any Taxes payable under the ETA and the QST Act in respect of the Closing by, among other things, making such available elections and taking such steps as may be provided for under those Acts (including, for greater certainty, making joint elections in a timely manner under section 167 of the ETA and under section 75 of the QST Act so that no Taxes under those Acts will be payable in respect of the Closing, to the extent such elections are available) as may be requested by the Purchaser in connection with the Closing. Notwithstanding that such joint elections may be made, in the event it is determined by the Canada

Revenue Agency or Revenu Québec that there is a liability of the Purchaser to pay, or of the Vendor to collect and remit, any Taxes payable under the ETA and/or the QST Act in respect of the Closing, such Taxes shall be paid by the Purchaser and the Purchaser shall indemnify and save Vendor harmless with respect to any such Taxes, and for greater certainty, the Purchaser's indemnification obligation set out in this section 2.5(b) is not subject to any limitations of liability.

ARTICLE 3 **ASSUMED LIABILITIES**

3.1 Assumed Liabilities. Subject to Closing, the Purchaser agrees to discharge, perform and fulfil all obligations and liabilities of the Vendor with respect to the Purchased Assets from and after the Closing Date, including any existing liabilities as of the date of this Agreement up to and including the Closing Date, other than the Excluded Liabilities (collectively, the "**Assumed Liabilities**"). The Parties acknowledge and agree that any Assumed Liabilities that are not accrued and payable as of the Closing Date are inextricably linked with ownership of the Purchased Assets and that, while having been taken into account by the Parties in establishing the Purchase Price, cannot be separated from the ownership rights in the Purchased Assets and such liabilities are not capable of quantification at Closing.

3.2 Excluded Liabilities. The Purchaser shall not assume and shall have no obligation to discharge, perform or fulfil, the following Liabilities (the "**Excluded Liabilities**"):

- (a) any and all Liabilities of the Vendor, the existence of which constitutes a breach of any representation or warranty of the Vendor contained herein;
- (b) Taxes (other than Taxes which are the responsibility of Purchaser under Section 2.5(a) of this Agreement) of the Vendor, whether arising prior to or following the Closing Date, including, for greater certainty, any liability of the Vendor for Taxes of the Purchaser as "transferor" of the Purchased Assets under subsection 160(1) of the Tax Act, subsection 325(1) of the ETA, and any equivalent provisions of applicable provincial Tax law;
- (c) any Liability relating to any Excluded Asset; and
- (d) any other Liability which the Vendor expressly retains under this Agreement.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES**

4.1 Representations and Warranties of the Vendor. The Vendor represents and warrants to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities:

- (a) the Vendor is duly formed, validly existing and in good standing under the laws of the Province of Ontario;

- (b) the Vendor has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals and consents (other than Required Consents) to: (i) own and lease and hold its properties and assets (including, without limitation, the Purchased Assets and the Properties); (ii) to conduct its business as presently conducted; and (iii) to enter into and execute this Agreement, and carry out its obligations hereunder;
- (c) the Vendor has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Laws; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendor shall constitute or result in a breach of or default under (including, without limitation, a trigger of any termination rights, penalties or similar entitlements), or create a state of facts which after notice or lapse of time or both constitute or result in a breach of or default under, or otherwise conflict with (i) the constating documents or any resolutions of the directors or shareholders of the Vendor, (ii) any Contract to which the Vendor is a party or is otherwise bound; (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a Governmental Authority having jurisdiction over the Vendor; (iv) result in the creation or imposition of any Encumbrance on the Purchased Assets or the Properties; or (v) result in a derogation or nullification of any Purchased Assets;
- (e) the Vendor: (i) is not insolvent; (ii) has not proposed a compromise or arrangement to its creditors generally; (iii) has not taken any proceeding with respect to a compromise or arrangement to its creditors generally; (iv) has not taken any proceeding with respect to a compromise or arrangement, any proceeding to have itself declared bankrupt or any proceeding to have a receiver appointed over any part of its assets; (v) has not had any encumbrancer or receiver take possession of any of its property; and (vi) has not had any execution enforceable or levied upon any of its property (including, without limitation, the Purchased Assets or the Properties) or any petition for a receiving order in bankruptcy is filed against it;
- (f) other than in connection with the Required Consents, no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance of this Agreement by the Vendor;
- (g) [Redacted – Prejudicial Information]. and pursuant to certain joint venture agreements described in Schedule I, the Vendor is not subject to, or a party to, any unanimous shareholders agreement, investment

agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations or other Contract that affects the Purchased Assets or the Properties, or the ability to consummate the transactions contemplated by this Agreement;

- (h) except as disclosed in Schedule I, the Vendor is the sole registered, or beneficial owner where it is not the holder of record, of the Purchased Assets, including, without limitation, the Mineral Rights and the Properties, and has good and marketable title to all of the Purchased Assets, free and clear of any and all Encumbrances other than the Permitted Encumbrances;
- (i) the Mineral Rights (i) are completely, properly and accurately described and depicted in Schedule F; (ii) have been duly and validly staked, map-designated, registered and/or granted/issued, as applicable, pursuant to, and in accordance with, all Applicable Laws; (iii) are in good standing and comply with all Applicable Laws and Licenses; (iv) are free and clear of all Encumbrances, other than Permitted Encumbrances; (v) are held by the Vendor under valid, subsisting, and enforceable title documents or other recognized and enforceable agreements, contracts, arrangements, or understandings and (vi) other than as specifically disclosed in Schedule E, are registered with the relevant Public Records as to a 100% legal and beneficial interest in the name of the Vendor;
- (j) the Properties (i) are in good standing and comply in all material respects with all Applicable Laws and Licenses; (ii) are free and clear of all Encumbrances, other than Permitted Encumbrances, (iii) are held by the Vendor under valid, subsisting, and enforceable title documents or other recognized and enforceable agreements, contracts, arrangements, or understandings; and (iv) other than as specifically disclosed in Schedule E, are registered with the relevant Public Records as to a 100% legal and beneficial interest in the name of the Vendor;
- (k) no other Licences or Mineral Rights are necessary for the conduct of the business of the Vendor as currently conducted in respect of the Properties;
- (l) all assessments or other work required to be performed in relation to the Properties and Mineral Rights have been performed in all material respects to date and the Vendor has complied in all material respects with all Applicable Laws in this regard;
- (m) other than pursuant to the closure plan approved from time to time by Governmental Authorities with respect to the Broken Hammer Property, there are no outstanding material environmental audits, evaluations, assessments, studies or tests relating to the Properties or the Mineral Rights;
- (n) the maps attached in Schedule F depicting the quantum of, and the territory to which, various royalties apply, is an accurate and complete representation of all of the royalties (including, without limitation the royalties contained in the agreements listed as Existing Royalties in Schedule B) that currently exist and the extent (in terms of quantum and area) of each such royalty and no other royalty,

commission, payment, fee or similar payment with respect to the Properties or Mineral Rights are payable to any person;

- (o) the agreements noted as Existing Royalties in Schedule B do not contain any requirements to transfer any of the Properties or the Purchased Assets, and do not contain any exercisable rights by which a party to the subject agreement can purchase or re-purchase any part of the Properties or the Purchased Assets, whether by means of a right of first refusal, back in rights, resolatory clauses/right, a penalty for default, a right of first offer, an option or any other means and contain no monetary penalties of any nature related to any transfer of any portion of the Properties or the Purchased Assets to any transferee;
- (p) all rentals, non-Tax duties and assessments, payments, royalties, fees, Liabilities and other non-Tax governmental charges applicable to, or imposed on, as well as all reports and exploration relating to, the Properties, or in connection with holding the Mineral Rights which were due to be paid on or before the date hereof (and, on the Closing Date, those due to be paid on or before the Closing Date) have been submitted and paid in full;
- (q) the Vendor is registered under Part IX of the ETA with registration number 896108198 RT0001 and under the QST Act under registration number 1224031161;
- (r) the Vendor has: (A) duly and timely paid all Taxes due and payable by it; (B) duly and timely withheld all Taxes and other amounts required by law to be withheld by it and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and (C) duly and timely collected all amounts on account of sales or transfer Taxes, including goods and services, harmonized sales, sales, value added and federal, provincial or territorial sales Taxes, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it;
- (s) there are no Encumbrances for Taxes upon the Purchased Assets, except for Permitted Encumbrances;
- (t) to the Vendor's knowledge, other than as disclosed in Schedule I, the Properties do not lie within any protected area, rescued area, reserve, reservation, reserved area, environmental or historic protected area, or special needs lands as designated by any Governmental Authority having jurisdiction that would materially and adversely impair the exploration for Minerals or the development of a mining project on the Properties;
- (u) [Redacted - Prejudicial Information];
- (v) no Person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of becoming any right, title, interest,

royalty, privilege, option, warrant or agreement, to purchase, encumber, or otherwise acquire, directly or indirectly the Purchased Assets, the Properties or any interest or entitlement therein, including, without limitation, in any production or profits from the Mineral Rights, except with respect to the Existing Royalties and the rights of the Purchaser pursuant to this Agreement, and in connection with the Required Consents and option agreements as disclosed in Schedule I;

- (w) there are no actual, alleged, pending, contingent or, to the knowledge of the Vendor, potential or future adverse Claims or Legal Proceedings (including, without limitation, Claims or Legal Proceedings made by Aboriginal Peoples or pursuant to Environmental Laws or with respect to the Environment) against or to, the ownership of, or title to, the Properties, and there are no Claims or Legal Proceedings in progress, pending, or to the knowledge of the Vendor, threatened, that could result in the variation, revocation, termination, cancellation, suspension of (including, without limitation, ownership of, or title to) or refusal to renew any Mineral Rights;
- (x) (i) the Vendor has obtained and is in possession of all Licenses, (ii) all of the Licenses are valid and subsisting, and in good standing (iii) all operations of the Vendor have been conducted in material compliance with the terms and conditions of all such Licenses, and (iv) there are no Legal Proceedings in progress, pending, or to the knowledge of the Vendor, threatened, that could result in the variation, revocation, cancellation or suspension of any such License;
- (y) other than the Broken Hammer Letter of Credit and as disclosed in Schedule I, the Vendor is not a party to or bound by any guarantee, indemnification, surety or similar obligation pertaining to the Purchased Assets, and, except for this Agreement, the Existing Royalties, and the Licenses, no Asset Contracts have been entered between the Vendor and/or the Vendor and any other Person;
- (z) the Vendor is not a non-resident of Canada for the purposes of section 116 of the Tax Act;
- (aa) the Vendor is conducting its business in compliance with all Applicable Laws of each jurisdiction in which its business is carried on and all Licenses, except for acts of non-compliance which in the aggregate would not have a Material Adverse Effect on the Vendor, the Properties or the Mineral Rights. The operations conducted by or on behalf of the Vendor, and to the knowledge of the Vendor, by or on behalf of any other Person, in respect of or associated with the Properties, have been conducted in all material respects in compliance with all Applicable Laws and Licenses in accordance with industry standards and otherwise in a good and workmanlike manner, and the Vendor has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such Applicable Laws and Licenses;
- (bb) to the knowledge of the Vendor, no condition exists or event has occurred which, with or without notice or the passage of time or both, would constitute a violation

of or give rise to Liability under any Applicable Laws, which has or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Vendor, the Properties or the Mineral Rights;

- (cc) to the knowledge of the Vendor, there are no Liabilities as of the date of this Agreement, whether or not accrued, contingent or otherwise, including, without limitation:
 - (i) any Liabilities relating to, resulting from, or arising out of, (i) Claims made in existing, pending or future Legal Proceedings or (ii) Claims based on violations of Applicable Law, breach of Contract, workers' compensation, pay equity or health and safety matters or arising from any activities or operations conducted by the Vendor or on its behalf, or (iii) any other actual or alleged failure of the Vendor to perform any obligation, in each case arising out of, or relating to, (A) acts or omissions that shall have occurred, or (B) the ownership or use of the Purchased Assets, prior to the Closing Date; and
 - (ii) other than in respect of the Broken Hammer Property, any Liabilities relating to, resulting from, or arising out of or in connection with any environmental condition, matters, facts or circumstances occurring or existing, in whole or in part, in relation to the Purchased Assets, the Properties or the operations conducted thereat, whether or not known at such time, including, without limiting the generality of the foregoing, any Liabilities arising out of any duty or violation of any Environmental Laws by the Vendor or the presence of Hazardous Substances on, at, in or under any of the Properties;
- (dd) there has been no Release of any kind by or on behalf of the Vendor, or to the knowledge of the Vendor, by or on behalf of any other Person, of any Hazardous Substance from, on, in or under the Properties or into the Environment, except Releases expressly permitted by, and in compliance with, Environmental Laws, and no Hazardous Substance has been treated or stored on, or is or has been located or disposed of or on, the Properties by or on behalf of the Vendor, or to the knowledge of the Vendor, by or on behalf of any other Person;
- (ee) the Vendor has delivered, or will deliver, to the Purchaser copies of all material written communications and all material environmental assessments, audits, studies, analyses, tests and other environmental reports and documents (including all drafts thereof) initiated by or on behalf of, or in the possession or control of, Vendor, whether generated internally or externally, pertaining to the Properties, or to any Hazardous Substance or Hazardous Activity, or concerning the compliance with Environmental Laws in respect of the Properties, or the application of Environmental Laws to the Properties;
- (ff) the Vendor has disclosed to the relevant Governmental Authority, or to such other Person to whom it is required to disclose under Applicable Laws and permits, any

event, incident and information relating to the Properties that it is required to disclose under Environmental Laws;

- (gg) the Vendor is not using nor has it at any time used the Properties, or permitted them to be used, to conduct any Hazardous Activity, save in compliance with Environmental Laws. To the knowledge of Vendor no other Person is using or has at any time used the Properties to conduct any Hazardous Activity, save in compliance with Environmental Laws;
- (hh) other than with respect to the Broken Hammer Property, there are no outstanding Liabilities, contingent or otherwise, related to environmental, reclamation or rehabilitation work associated with operations conducted by or on behalf of the Vendor or to the knowledge of the Vendor, by or on behalf of any other Person, in respect of or associated with the Properties, or arising out of exploration work, development work or mining activities previously carried out thereon, and the Vendor has not received any notice of, or communication relating to, any actual or alleged breach of any Environmental Laws, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Properties or any operations carried out thereon;
- (ii) all Asset Contracts are in good standing in all material respects and in full force and effect. The Vendor is not in default or breach of any Asset Contract, and to the knowledge of the Vendor, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach. To the knowledge of the Vendor, no counterparty to any Asset Contract is in default of any of its obligations under any Asset Contract, the Vendor is entitled to all benefits under each Asset Contract, as applicable, and the Vendor has not received any notice of termination of any Asset Contract and, to the best of the Vendor's knowledge, no such terminations are pending, threatened or contemplated. The Vendor has delivered to the Purchaser a true, correct and complete copy of all Asset Contracts, including all amendments. Schedule F includes a full and complete list of all Asset Contracts;
- (jj) to the knowledge of the Vendor, the Historical Technical Reports accurately and completely set forth all material facts relating to the Properties as at the date of such reports, and since the respective dates of preparation of the Historical Technical Reports, there has been no material change, that would disaffirm or change any aspect of the Historical Technical Reports in any material respect. The Historical Technical Reports complied in all material respects with the requirements of NI 43-101 as of the date of preparation and at the time of filing thereof and presented the quantity of mineral resources attributable to the Properties as evaluated therein as at the date stated therein based upon information available at the time the Historical Technical Reports were prepared;
- (kk) the Vendor has full access to the Properties and the ability to conduct exploration and development activities thereon;

- (ll) except as disclosed in Schedule I, the Vendor has not entered into any agreement or arrangement, written or oral, that would entitle any Person to any claim against any of the Purchased Assets for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- (mm) the Vendor is an “accredited investor” as defined in National Instrument 45-106 – *Prospectus Exemptions*;
- (nn) the Vendor is not aware of any material breach or contravention of any of the terms and conditions upon which the Mineral Rights were granted or of any other rule, regulation or provision of the *Mining Act* or any other Applicable Laws and Licenses concerning, affecting or relating to the Mineral Rights;
- (oo) there are no other agreements or dealings in respect of the Properties and/or the Mineral Rights that have either been deposited for registration in the Public Records but remain unregistered in respect of the Properties and/or the Mineral Rights or that have not been registered in the Public Records;
- (pp) there is not in existence any current compensation agreement with the owner or occupier of any land that is subject to the Properties or that is used to access the Properties;
- (qq) other than the Permitted Encumbrances, no Person is entitled to any royalty or other payment in the nature of rent or royalty on any minerals, mineral substances, metals or concentrates or any other product mined, produced, removed or otherwise recovered from the Properties;
- (rr) other than in connection with the Existing Royalties, the Vendor has not granted to any Person access to or the right to enter upon and explore or investigate the mineral potential of the Properties or any part thereof;
- (ss) to the knowledge of the Vendor, there is no actual, threatened, pending or contemplated Claim or challenge relating to the Properties or any part thereof, nor is there any basis therefor, and there is not presently outstanding against the Vendor any judgment, decree, injunction, rule or order of any Governmental Authority which directly or indirectly relate to or affect the Properties or any part thereof;
- (tt) all operations and exploration and exploitation conducted on the Properties by the Vendor and, to the knowledge of Vendor, Persons other than the Vendor, up to the date of this Agreement, are, and have always been, conducted in material compliance with all Applicable Laws and Licenses;
- (uu) other than Licenses related to surface rights and/or physical access to the properties covering the Properties still pending and/or of limited duration, the Vendor has been issued or granted all Licenses by all Governmental Authority and any Person, as required, to own/hold, access to, operate and conduct exploration

on the Properties in compliance with Applicable Laws and Licenses. All such Licenses are in force and in good standing and, to the knowledge of Vendor, there exists no grounds to cancel, amend, suspend, refuse to renew, revoke or limit any such Licenses;

- (vv) the Vendor has not received any notice of expropriation of all or any part of the Properties nor does Vendor have knowledge of any expropriation proceeding pending or threatened against or affecting any part of the Properties nor of any discussions or negotiations which could lead to any such expropriation;
- (ww) the Vendor has not received any notice of, or communication relating to, any actual or alleged breach of Applicable Laws or Licenses;
- (xx) no third Party or Person has an option to purchase, pre-emptive rights or any rights of first refusal, back in rights, resolatory clause/right or other similar rights in respect of the Properties or any part thereof; and
- (yy) there is no fact known to the Vendor that has a Material Adverse Effect on the title, affairs, prospects, operations, exploration or condition of the Properties or any part thereof which has not been set out in this Agreement.

4.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendor and acknowledges that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia;
- (b) the Purchaser Subsidiary is a wholly-owned subsidiary of the Purchaser. The Purchaser Subsidiary has no material assets and no material liabilities and has not commenced operations. The Company has no subsidiaries other than the Purchaser Subsidiary;
- (c) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and, other than CSE Approval and Purchaser Shareholder Approval, to carry out its obligations hereunder;
- (d) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Laws; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;

- (e) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein shall constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both shall constitute or result in a breach of or default under, or shall otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors or shareholders, (ii) any Contract to which the Purchaser is a party or by which it is bound (or otherwise cause or trigger any forfeiture of rights, termination rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser;
- (f) all necessary corporate action has been taken or will have been taken by the Purchaser on or prior to the Closing Date to conditionally allot for issuance to the Vendor the Consideration Shares to be issued as herein provided and the Consideration Shares when issued in accordance with the terms of this Agreement will be validly issued as fully paid and non-assessable Purchaser Shares. All consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of, and the performance by the Purchaser of its obligations hereunder have been made or obtained, or will be made or obtained, at or prior to the time of Closing;
- (g) the Purchaser: (i) is not insolvent; (ii) has not proposed a compromise or arrangement to its creditors generally; (iii) has not taken any proceeding with respect to a compromise or arrangement, any proceeding to have itself declared bankrupt or any proceeding to have a receiver appointed over any part of its assets; (iv) has not had any encumbrancer or receiver taken possession of any of its property; and (v) has not had any execution enforceable or levied upon any of its property or any petition for a receiving order in bankruptcy filed against it;
- (h) the Purchaser Financial Statements (i) have been prepared in accordance with IFRS, applied on a consistent basis throughout the periods specified, except as may be expressly stated in the notes thereto, (ii) contain no misrepresentations, (iii) present fairly, in all material respects, the financial condition of the Purchaser as at such dates and the financial performance and cash flows of the Purchaser for the periods then ended, (iv) contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Purchaser that are required to be disclosed in the Purchaser Financial Statements and (v) other than as disclosed in the Purchaser Financial Statements, there has been no material change in accounting policies or practices of the Purchaser since September 30, 2021. There are no material liabilities of the Purchaser whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Purchaser Financial Statements which are not disclosed or reflected in the Purchaser Financial Statements;
- (i) the financial books, records and accounts of the Purchaser in all material respects have been maintained in accordance with IFRS;

- (j) except for Liabilities (a) reflected or reserved against in the Purchaser Financial Statements, (b) incurred in the ordinary course since the date of the Purchaser Financial Statements, or (c) incurred in connection with actions taken pursuant to the terms of this Agreement, there are no Liabilities of the Purchaser, whether or not accrued, contingent or otherwise and whether or not required to be disclosed or any other facts or circumstances that, to the knowledge of the Purchaser, would reasonably be expected to result in any Claims against, or Liabilities of, the Purchaser that are required by IFRS to be set forth in a statement of financial position of the Purchaser, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;
- (k) no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance of this Agreement by the Purchaser, other than the CSE Approval and the Purchaser Shareholder Approval;
- (l) the authorized capital of the Purchaser consists of an unlimited number of common shares of which there are 33,333,248 Purchaser Shares issued and outstanding as at the date hereof, and other than as set out in Schedule K, there are no options, warrants, rights or conversion or exchange privileges or other securities entitling anyone to acquire any Purchaser Shares or any other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by the Purchaser of any Purchaser Shares or any securities convertible into, exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Purchaser Shares or other equity securities of the Purchaser (provided that, for greater certainty, the foregoing does not include any securities issuable by the Purchaser in connection with the Financing or the other transactions contemplated by this Agreement). All outstanding Purchaser Shares have been duly authorized and validly issued, and are fully paid and non-assessable and are not subject to, nor have they been issued in violation of, any pre-emptive rights;
- (m) other than the Investor Rights Agreement, the Purchaser is not subject to, or a party to, any unanimous shareholders agreement, investment agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations or other Contract that affects the Purchaser Shares, or the ability to consummate the transactions contemplated by this Agreement (provided that, for greater certainty, the foregoing does not include any such agreement as may be entered into by the Purchaser in connection with the Financing or the other transactions contemplated by this Agreement);
- (n) to the knowledge of the Purchaser, no condition exists or event has occurred which, with or without notice or the passage of time or both, would constitute a violation of or give rise to liability under any Applicable Laws, which has or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser;
- (o) other than with respect to finder's fees, commissions or other compensation paid in connection with the Financing disclosed in Schedule I (copies of which

agreements or arrangements have been provided to the Vendor), the Purchaser has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against Purchaser for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;

- (p) the Purchaser is a “reporting issuer” under Securities Laws in the Provinces of British Columbia and Ontario. The Purchaser Shares are listed and posted for trading on the CSE and the Purchaser is not in default under Securities Laws in any material respect;
- (q) the Purchaser has not taken any action to cease to be a reporting issuer in any province or territory nor has it received notification from any Governmental Authority under Securities Laws seeking to revoke the reporting issuer status of the Purchaser. Other than as a result of this Agreement, no delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of the Purchaser is pending, in effect, has been threatened, or, to the knowledge of the Purchaser, is expected to be implemented or undertaken, and, to its knowledge, the Purchaser is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to any such order or restriction;
- (r) the Purchaser has timely filed or furnished all forms, reports, schedules, statements and other documents required to be filed or furnished by the Purchaser with any Governmental Authority under Securities Laws (including “documents affecting the rights of security holders” and “material contracts” required to be filed by Part 12 of National Instrument 51-102 – *Continuous Disclosure Obligations*). The documents comprising the Filings as filed complied in all material respects with Applicable Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any misrepresentation;
- (s) the Purchaser is a “taxable Canadian corporation” as that term is defined in 89(1) of the Tax Act;
- (t) since its incorporation, the Purchaser has correctly prepared and duly and timely filed all Tax Returns required to be filed by it prior to the date hereof with the appropriate Governmental Authority and all such Tax Returns are true and correct in all material respects;
- (u) the Purchaser has duly and timely paid all material Taxes, including all instalments on account of Taxes for the current taxable year that are due and payable by it, whether or not shown on any Tax Return;
- (v) the Purchaser has duly collected all material amounts of all Taxes required to be collected by it and has duly paid and remitted the same to the appropriate Governmental Authority;

- (w) there are no proceedings, investigations, audits or claims now pending against the Purchaser in respect of any Taxes and no Governmental Authority has asserted in writing, or to the knowledge of the Purchaser, has threatened to assert against the Purchaser any deficiency or claim for Taxes or interest thereon or penalties in connection therewith;
- (x) there are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, the Purchaser;
- (y) there are no Encumbrances for Taxes upon any property or assets of the Purchaser (whether owned or leased), except for Permitted Encumbrances;
- (z) the Purchaser has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any employees and any non-resident Person, the amount of all material Taxes and other deductions required by any Applicable Laws to be withheld by it from any such amount and has duly and timely remitted the same to the appropriate Governmental Authority;
- (aa) the Purchaser has not filed any confidential material change report (which at the date of this Agreement remains confidential) or any other confidential filings (including fully redacted filings) filed to or furnished with, as applicable, any Securities Regulator. There are no outstanding or unresolved comments in comment letters from any Securities Regulator or the CSE with respect to any of the Filings and, to the knowledge of the Purchaser, neither the Purchaser nor any of the Filings is the subject of an ongoing audit, review, comment or investigation by any Securities Regulator or the CSE;
- (bb) the Purchaser Shares are listed on the CSE and, except for such listing and trading, no securities of the Purchaser, are listed or quoted for trading on any other stock or securities exchange or market. No order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Purchaser has been issued and no proceedings for such purpose are, to its knowledge, pending or threatened. Other than as a result of this Agreement, the Purchaser has not taken any action which would be reasonably expected to result in the delisting or suspension of the Purchaser Shares on or from the CSE;
- (cc) to its knowledge, the Purchaser is in compliance with all published policies and requirements of the CSE;
- (dd) assuming the accuracy of the representations of the Vendor, the offer and sale of the Consideration Shares pursuant to this Agreement is exempt from the prospectus delivery requirements of Securities Laws;
- (ee) prior to the Closing Date, the Purchaser will be registered under Part IX of the ETA and under the QST Act; and

- (ff) after Closing, the Purchaser shall file such forms and documents as may be required under Securities Laws in connection with the issuance of the Consideration Shares, including a Form 45-106F1 as prescribed by National Instrument 45-106 - *Prospectus Exemptions*, if applicable.

ARTICLE 5
PRE-CLOSING COVENANTS

5.1 Positive Covenants of the Vendor. The Vendor covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement or with the prior written consent of the Purchaser, it will:

- (a) use all commercially reasonable efforts to obtain, before the Closing Date, all Required Consents and the Vendor Shareholder Approval and any other necessary consents, authorizations, exemptions, assignments, waivers, orders or other approvals from Governmental Authorities shareholders and any third parties and obtain any amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfill its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) provide the Purchaser, on a timely basis, with all relevant information concerning the Vendor and the Properties for inclusion in the Listing Statement, and execute a certificate to be attached to the Listing Statement certifying that all information concerning the Vendor and the Properties contained in the Listing Statement does not contain an untrue statement of a material fact with respect thereto, and without limiting the generality of the foregoing, deliver to the Purchaser, on a timely basis and in form and content satisfactory to the CSE, as required, the following information and documents (including for greater certainty any amended or supplementary documents in response to a request for amendments or additional disclosures):
 - (i) all Vendor Financial Statements;
 - (ii) records of the Vendor and the Properties as are requested by the CSE; and
 - (iii) all other information and documents requested by the CSE;
- (c) co-operate with the Purchaser in its preparation of a technical report on the Properties, in accordance with NI 43-101;
- (d) use all commercially reasonable efforts to perform and observe matters required to satisfy the conditions precedent to the completion of the transactions contemplated by this Agreement and co-operate with the other Party in connection with the performance by the other Party of its obligations under this Article 5;
- (e) make all necessary registrations, filings, applications and submissions for information under Applicable Laws, or as requested by any Governmental

Authority, required on its part in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such Applicable Laws;

- (f) maintain its interest in the Properties in good standing under Applicable Law, perform all work required to be performed under Applicable Law, pay all taxes, royalties, rentals, fees, expenditures and other payments required to be paid in respect thereof and make any necessary tax, governmental and other filings and payments and perform such other related and applicable obligations in respect of the Properties in a timely fashion;
- (g) take reasonable care to protect and safeguard the Properties;
- (h) continue to comply with and perform all obligations it has in pursuant to the Asset Contracts (including but not limited to making the Gargoyle Payment);
- (i) not sell or dispose of or transfer possession of all or any portion of the Properties, or any interest therein;
- (j) not grant or permit to exist any Encumbrances, other than Permitted Encumbrances, on its rights to the Properties;
- (k) use commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (l) notify the Purchaser immediately: (i) upon becoming aware that any of the representations and warranties regarding the Vendor or the Properties contained herein are no longer true and correct in any material respect, (ii) of any event or state of facts which occurrence or failure would or would be likely to result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the Vendor hereunder prior to the Closing Date; or (iii) upon becoming aware that a filing or information described in this section 5.1 contains any misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to such filing or application; and in any such event, shall cooperate in the preparation of a supplement or amendment to such other document, as required and as the case may be;
- (m) permit (and cooperate with) the Purchaser and its representatives and advisors to make such due diligence investigations of the financial condition, contractual obligations, business affairs and corporate affairs of the Vendor, the Purchased Assets and the Properties as the Purchaser may deem reasonably necessary, and the Vendor will provide the Purchaser and its representatives and advisors

reasonable access during normal business hours to its management, premises, books and records, and to such information (including any Contracts) as may be reasonably requested by the Purchaser;

- (n) (i) the Vendor shall solicit proxies in favour of the Vendor Shareholder Approval including, if so requested by the Purchaser, using the services of dealers and proxy solicitation services selected by the Purchaser and permitting the Purchaser to otherwise assist the Vendor in such solicitation, and take all other actions that are reasonably necessary or desirable to seek the Vendor Shareholder Approval; and (ii) the board of directors of the Vendor shall recommend to the Vendor Shareholders that they vote in favour of Vendor Shareholder Approval and shall include in the information circular a statement to such effect;
- (o) the Vendor shall use commercially reasonable efforts to enter into an agreement with Implats to amend the Parkin Offset properties option agreement dated December 31, 2014 between the Vendor and Implats, such that deferral payments made from 2018 to 2022, which total \$500,000, will be deducted from the final option payment of \$1,500,000 payable pursuant to Section 4.2 of such agreement; and
- (p) subject to the terms hereof, deliver or cause to be delivered all closing deliveries required to be delivered by the Vendor pursuant to this Agreement.

5.2 Negative Covenants of the Vendor. The Vendor covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement or with the prior written consent of the Purchaser, it shall not:

- (a) undertake any activities on the Properties, other than such activities as are necessary or desirable to ensure that (i) no Liabilities are incurred on the Properties; (ii) the Properties remains free and clear of all Encumbrances whatsoever other than the Permitted Encumbrances; (iii) it duly and timely files all material forms, reports, schedules, statements and other documents required to be filed pursuant to any Applicable Laws with respect to the Properties; (iv) it duly and timely withholds, collects, remits and pays all Taxes which are to be withheld, collected, remitted or paid with respect to the Properties, to the extent due and payable; and (v) all Licenses remain in good standing;
- (b) directly or indirectly, sell, lease, encumber, or otherwise dispose of, or grant a right (including, right of first refusal, back in rights, resolatory clauses/right), royalty, privilege, option, warrant or agreement to purchase or otherwise acquire or permit an Encumbrance on, in or in respect of the Purchased Assets, the Properties or any interest or entitlement therein, including, without limitation, in any production or profits from the Mineral Rights comprising the Properties;
- (c) enter into any Asset Contract outside of the ordinary course of business consistent with past practice;

- (d) incur any Liabilities relating to the Purchased Assets outside of the ordinary course of business consistent with past practice;
- (e) take any other action which would be outside the ordinary course of business or which may result in a Material Adverse Effect on the Purchased Assets or the Properties; or
- (f) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

5.3 Alternative Transactions. The Vendor covenants and agrees that, from the date hereof to and including the Closing Date, it will, and it will instruct its directors, officers, employees, representatives, advisors and agents (collectively, "**Agents**") to, in each case:

- (a) not directly or indirectly, in any manner, without the prior written consent of the Purchaser: (i) make, solicit, initiate, or encourage offers or proposals (an "**Acquisition Proposal**") from any Person (other than the Parties hereto); (ii) furnish, or cause to be furnished any information to any Persons; or (iii) engage in negotiations or discussions, or in any way co-operate or assist with any Person, in each case regarding any of the following transactions ("**Alternative Transactions**") between the Vendor or any of its affiliates and any Person:
 - (i) the acquisition or purchase by any Person or group of Persons, acting jointly or in concert, of the Properties;
 - (ii) a merger, recapitalization, restructuring, reorganization, amalgamation, arrangement, joint venture or other business combination involving the Properties;
 - (iii) any other extraordinary business transaction involving or otherwise relating to the Properties;
 - (iv) participate in any discussions, conversations, negotiations or other communications with any Person with respect to an Alternative Transaction;
 - (v) enter into any agreement, arrangement or understanding with respect to an Alternative Transaction or pursuant to which the Vendor may be required to delay, abandon, terminate or fail to consummate the transactions contemplated by this Agreement; or
 - (vi) furnish any information to any Person in connection with an Alternative Transaction or otherwise assist, facilitate or encourage the making of, or cooperate in any way regarding, any Acquisition Proposal,
- (b) immediately suspend and cease, and cause its Agents to suspend and cease (i) any negotiations or other discussions or communications of any nature with any other

Person concerning any Alternative Transaction (ii) access to the Vendor's data regarding the Properties other than by the Purchaser, provided however that a transaction resulting in a change of control of the Vendor or the sale of all or substantially all of the assets of the Vendor, or any inquiry, proposal or offer with respect thereto shall not constitute an Alternative Transaction or an Acquisition Proposal (as applicable) for purposes of this Section 5.3, and this Section 5.3 shall not apply to such proposal or transaction.

5.4 Positive Covenants of the Purchaser. The Purchaser covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement or with the prior written consent of the Vendor, it will:

- (a) use all commercially reasonable efforts to obtain, before the Closing Date, all necessary consents, authorizations, exemptions, assignments, waivers, orders or other approvals from Governmental Authorities, shareholders and any third parties and obtain any amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfill its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) make application to the CSE and use all commercially reasonable efforts to obtain the CSE Approval and the issuance and listing on the CSE of the Consideration Shares and the Purchaser Shares to be issued in connection with the Financing;
- (c) provide the Vendor, on a timely basis, with all relevant information concerning the Purchaser and its business, property, operations and financial statements that may be reasonably requested by the Vendor;
- (d) use all commercially reasonable efforts to perform and observe matters required to satisfy the conditions precedent to the completion of the transactions contemplated by this Agreement and co-operate with the other Party in connection with the performance by the other Party of its obligations under this Article 5;
- (e) make all necessary registrations, filings, applications and submissions for information under Applicable Laws, or as requested by any Governmental Authority, required on its part in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such Applicable Laws;
- (f) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (g) notify the Vendor immediately: (i) upon becoming aware that any of the representations and warranties regarding the Purchaser contained herein are no longer true and correct in any material respect, (ii) of any event or state of facts

which occurrence or failure would or would be likely to result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the Purchaser hereunder prior to the Closing Date; or (iii) upon becoming aware that a filing or information described in this section 5.4 contains any misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to such filing or application; and in any such event, shall cooperate in the preparation of a supplement or amendment to such other document, as required and as the case may be; and

- (h) subject to the terms hereof, deliver or cause to be delivered all closing deliveries required to be delivered by the Purchaser pursuant to this Agreement.

5.5 Negative Covenants of the Purchaser. The Purchaser covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement (which includes, for the purposes of this clause, the completion of the transactions contemplated by this Agreement and the Financing) or with the prior written consent of the Vendor, it shall not:

- (a) declare, pay or set aside any dividends or provide for any distribution of its properties or assets, or make any payment by way of return of capital, to its shareholders;
- (b) reorganize, amalgamate or merge with any other person in any manner whatsoever or acquire or agree to acquire (by merger, amalgamation, acquisition of securities or assets or otherwise) any person or any assets or properties other than in the ordinary course of its business;
- (c) alter or amend in any way its constating documents as the same exist as at the date hereof;
- (d) take any other action which would be outside the ordinary course of business or which may result in a Material Adverse Effect on its affairs;
- (e) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;
- (f) engage in any business enterprise or other activity, other than as contemplated herein and as required as a public company and under the applicable policies of the CSE;
- (g) enter into any transaction with or make payments to a Person with which it does not deal at arm's length;
- (h) issue any securities (including without limitation Purchaser Shares, Purchaser Options, and Purchaser Warrants), other than as specifically contemplated herein

(including without limitation pursuant to the Financing) or as set out in Schedule K; or

- (i) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

5.6 Confidentiality. Each of the Purchaser and the Vendor will provide such information as to its financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the other Party. Such information which:

- (a) has not become generally available to the public;
- (b) was not available to a Party or its representatives on a non-confidential basis before the date of this Agreement; or
- (c) does not become available to a Party or its representatives on a non-confidential basis from a Person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the party or its representatives,

will be kept confidential by each Party and shall constitute confidential information (the “**Confidential Information**”).

No Confidential Information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they will not unreasonably withhold such consent to the extent that such Confidential Information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents.

Upon request by the provider of the Confidential Information, the other Party will return to the provider, or destroy (subject only to normal course data back-up or archival processes), all documents, including any copies thereof, comprised in the Confidential Information furnished by the provider, and the recipient of the Confidential Information will confirm in writing that all Confidential Information has been returned or destroyed (subject only to normal course data back-up or archival processes), as applicable, provided that one copy of the Confidential Information may be retained within a receiving Party’s legal department for liability defense purposes only. Notwithstanding any such return or destruction of any Confidential Information, Confidential Information, including, without limitation, any Confidential Information retained by a receiving Party, will continue to be subject to this Agreement. In addition, Confidential Information that has been prepared by either Party from publicly available information or from information not obtained pursuant to this Agreement may be retained by the Party that has prepared such information.

5.7 Publicity. Neither the Purchaser nor the Vendor will issue any press release or make any public announcement or public statement about the transactions described herein which has not been previously approved by the other Party; provided, however, that any Party may issue a press release or make a filing with a regulatory authority if legal counsel for such Party advises

that such press release or filing is necessary under Applicable Laws (in which case such Party will first make a reasonable effort to obtain the approval of the other Party).

ARTICLE 6 **INDEMNITY**

6.1 Liability for Representations and Warranties. The representations and warranties contained in this Agreement and the certificates to be delivered pursuant to section 7.1(a) and section 7.2(a) survive the Closing and continue in full force and effect for a period of twelve (12) months after the Closing Date, except that:

- (a) the representations and warranties set out in section 4.1(a), section 4.1(b), section 4.1(c), section 4.2(a), section 4.2(b), section 4.2(d), and the corresponding representations and warranties set out in the certificates to be delivered pursuant to section 7.1(a) and section 7.2(a), will survive and continue in full force and effect without limitation of time;
- (b) the representations and warranties set out in section 4.1(i), section 4.1(p), section 4.1(r), section 4.1(s), section 4.1(z) and section 4.2(s) to 4.2(z) inclusive will survive until 90 days after the expiration of all periods allowed for objecting to and appealing the determination of any proceedings related to any assessment or reassessment by any Governmental Authority; and
- (c) there is no limitation as to time for claims involving fraud or fraudulent misrepresentation.

6.2 Indemnification in Favour of the Purchaser. Subject to section 6.4, following Closing the Vendor will indemnify and save the Purchaser and its directors, officers, employees, agents and representatives harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against it as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any breach or inaccuracy of any representation or warranty in section 4.1 or the certificate to be delivered pursuant to section 7.2(a), for which a notice of claim under section 6.4(g) has been provided to the Vendor within the applicable time period specified in section 6.1;
- (b) any failure of the Vendor to perform or fulfil any of its covenants or obligations under this Agreement; and
- (c) any Excluded Liabilities.

6.3 Indemnification in Favour of the Vendor. Subject to section 6.4, following Closing the Purchaser will indemnify and save the Vendor and its directors, officers, employees, agents and representatives harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against it as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any breach or inaccuracy of any representation or warranty in section 4.2 or the certificate to be delivered pursuant to section 7.1(a), for which a notice of claim under section 6.4(g) has been provided to the Purchaser within the applicable time period specified in section 6.1;
- (b) any failure of the Purchaser to perform or fulfil any of its covenants or obligations under this Agreement; and
- (c) the Assumed Liabilities.

6.4 Limitations.

- (a) A Party has no obligation or liability for indemnification or otherwise with respect to any representation or warranty made by such Party in this Agreement, or the certificates delivered pursuant to section 7.1(a) and section 7.2(a), after the end of the applicable time period specified in section 6.1, except for claims relating to the representations and warranties that the Party has been notified of prior to the end of the applicable time period.
- (b) A Party's obligation or liability for indemnification or otherwise with respect to any: (i) breach or inaccuracy of any representation or warranty in this Agreement, or the certificates delivered pursuant to section 7.1(a) and section 7.2(a); or (ii) any failure to perform or fulfil any covenants or obligations, shall not be affected by an investigation conducted, or any knowledge acquired, by the Person at any time, whether before, or after the execution and delivery of this Agreement, with respect to such breach or failure to perform or fulfill. In addition, the waiver of any condition by a Party based upon the accuracy of any representation and warranty or the performance of any covenant shall not affect the right to indemnification under this Article 6 based upon such representation, warranty or covenant.
- (c) No Party shall have any liability to another Party for, or obligation with respect to, any special, indirect, consequential, punitive or aggravated damages.
- (d) The Vendor shall have no liability or obligation with respect to any single claim for indemnification or otherwise with respect to the matters described in section 6.2 unless the actual amount of the Damages suffered with respect to such claim is greater than \$50,000. The Vendor has no obligation to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.2 until the actual total amount of all Damages suffered with respect to such matters exceeds \$250,000, and then only for the amount by which such Damages exceed \$250,000 subject to the total liability set forth in section 6.4(e).
- (e) The total liability of the Vendor to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.2 shall not exceed \$2,000,000.
- (f) The Purchaser shall have no liability or obligation with respect to any single claim for indemnification or otherwise with respect to the matters described in section

6.3 unless the actual amount of the Damages suffered with respect to such claim is greater than \$50,000. The Purchaser has no obligation to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.3 until the actual total amount of all Damages suffered with respect to such matters exceeds \$250,000, and then only for the amount by which such Damages exceed \$250,000 subject to the total liability set forth in section 6.4(g).

- (g) The total liability of the Purchaser to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.3 shall not exceed \$2,000,000.

6.5 Notification.

- (a) If a Third Party Claim is instituted or asserted against an Indemnified Party, the Indemnified Party will promptly notify the Indemnifying Party in writing of the Third Party Claim. The notice must specify in reasonable detail, the identity of the Person making the Third Party Claim and, to the extent known, the nature of the Damages and the estimated amount needed to investigate, defend, remedy or address the Third Party Claim.
- (b) If an Indemnified Party becomes aware of a Direct Claim, the Indemnified Party will promptly notify the Indemnifying Party in writing of the Direct Claim.
- (c) Notice to an Indemnifying Party under this section 6.5 of a Direct Claim or a Third Party Claim is assertion of a claim for indemnification against the Indemnifying Party under this Agreement. Upon receipt of such notice, the provisions of section 6.8 will apply to any Third Party Claim and the provisions of section 6.7 will apply to any Direct Claim.

6.6 Limitation Periods.

- (a) Notwithstanding the provisions of the *Limitation Act* (British Columbia) or any other applicable statute, a proceeding in respect of a claim for indemnification or otherwise arising from any breach or inaccuracy of any representation or warranty in this Agreement may be commenced on or before the first anniversary of the date on which the Party making the representation or warranty was notified of the claim, so long as the Party was notified of the claim prior to the end of the applicable time period specified in section 6.1. Any applicable limitation period is extended or varied to the full extent permitted by law to give effect to this section 6.6(a).
- (b) Notwithstanding the provisions of the *Limitation Act* (British Columbia) or any other statute, a proceeding in respect of a claim for indemnification under section 2.5(b) may be commenced on or before the first anniversary of the date on which the Indemnifying Party was notified of the claim. Any applicable limitation period is extended or varied to the full extent permitted by law to give effect to this section 6.6(b).

6.7 Direct Claims.

- (a) Following receipt of notice of a Direct Claim, the Indemnifying Party has 60 days to investigate the Direct Claim and respond in writing. For purposes of the investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with such other information as the Indemnifying Party may reasonably request.
- (b) If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party shall provide written notice of the dispute to the Indemnified Party within the 60-day period specified in section 6.7(a). The dispute notice must describe in reasonable detail the nature of the Indemnifying Party's dispute. During the 30-day period immediately following receipt of a dispute notice by the Indemnified Party, the Indemnifying Party and the Indemnified Party shall attempt in good faith to resolve the dispute. If the Indemnifying Party and the Indemnified Party fail to resolve the dispute within that 30-day time period, the Indemnified Party is free to pursue all rights and remedies available to it, subject to this Agreement. If the Indemnifying Party fails to respond in writing to the Direct Claim within the 60-day period specified in section 6.7(a), the Indemnifying Party is deemed to have rejected the Direct Claim, in which event the Indemnified Party is free to pursue all rights remedies available to it, subject to this Agreement.

6.8 Procedure for Third Party Claims.

- (a) Upon receiving notice of a Third Party Claim, the Indemnifying Party may participate in the investigation and defence of the Third Party Claim and may also elect to assume the investigation and defence of the Third Party Claim.
- (b) In order to assume the investigation and defence of a Third Party Claim, the Indemnifying Party must give the Indemnified Party written notice of its election within 30 days of the Indemnifying Party's receipt of notice of the Third Party Claim.
- (c) If the Indemnifying Party assumes the investigation and defence of a Third Party Claim:
 - (i) the Indemnifying Party will pay for all costs and expenses of the investigation and defence of the Third Party Claim except that the Indemnifying Party will not, so long as it diligently conducts such defence, be liable to the Indemnified Party for any fees of other legal counsel or any other expenses with respect to the defence of the Third Party Claim, incurred by the Indemnified Party after the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim; and
 - (ii) the Indemnifying Party will reimburse the Indemnified Party for all costs and expenses incurred by the Indemnified Party in connection with the

investigation and defence of the Third Party Claim prior to the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim.

- (d) If the Indemnified Party undertakes the defence of the Third Party Claim, the Indemnifying Party will not be bound by any determination of the Third Party Claim or any compromise or settlement of the Third Party Claim effected without the consent of the Indemnifying Party (which consent may not be unreasonably withheld or delayed).
- (e) The Indemnifying Party will not be permitted to compromise and settle or to cause a compromise and settlement of a Third Party Claim without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld or delayed, unless:
 - (i) the terms of the compromise and settlement require only the payment of money for which the Indemnified Party is entitled to full indemnification under this Agreement;
 - (ii) the Indemnified Party is not required to admit any wrongdoing, take or refrain from taking any action, acknowledge any rights of the Person making the Third Party Claim or waive any rights that the Indemnified Party may have against the Person making the Third Party Claim; and
 - (iii) the Indemnified Party receives, as part of the compromise and settlement, a legally binding and enforceable unconditional release from any and all obligations or liabilities it may have with respect to the Third Party Claim.
- (f) The Indemnified Party and the Indemnifying Party agree to keep the other fully informed of the status of any Third Party Claim and any related proceedings. If the Indemnifying Party assumes the investigation and defence of a Third Party Claim, the Indemnified Party will, at the request and expense of the Indemnifying Party, use its reasonable efforts to make available to the Indemnifying Party, on a timely basis, those employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in investigating and defending the Third Party Claim. The Indemnified Party shall, at the request and expense of the Indemnifying Party, make available to the Indemnifying Party, or its representatives, on a timely basis all documents, records and other materials in the possession, control or power of the Indemnified Party, reasonably required by the Indemnifying Party for its use solely in defending any Third Party Claim which it has elected to assume the investigation and defence of. The Indemnified Party shall cooperate on a timely basis with the Indemnifying Party in the defence of any Third Party Claim.

6.9 Exclusion of Other Remedies. Except as provided in this section 6.9, following Closing, the indemnities provided in section 6.2 and section 6.3 constitute the only remedy of the Purchaser and the Vendor, respectively, against a Party in the event of any breach of a representation, warranty, covenant or agreement of such Party contained in this Agreement

(other than with respect to any claims arising from fraud, criminal activity or wilful misconduct on the part of a Party hereto in connection with the transactions contemplated by this Agreement). The Parties may exercise their rights of termination in section 10.1 and their rights of indemnity in section 6.2 and section 6.3. This Article 6 shall remain in full force and effect in all circumstances in accordance with its terms, including, without limitation, upon termination of this Agreement. The Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement may give rise to irreparable injury to a Party inadequately compensable in damages. Accordingly, in addition to the remedies in this Article 6, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage (and without requirement of posting a bond or other security). Each of the Purchaser, and the Vendor expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which it would otherwise be entitled to as against any other Party other than as set forth in this Article 6.

6.10 One Recovery. An Indemnified Party is not entitled to double recovery for any claims even though they may have resulted from the breach, inaccuracy or failure to perform of more than one of the representations, warranties, covenants and obligations of the Indemnifying Party in this Agreement.

6.11 Duty to Mitigate. Nothing in this Agreement in any way restricts or limits the general obligation at Applicable Law of an Indemnified Party to mitigate any loss which it may suffer or incur by reason of the breach, inaccuracy or failure to perform of any representation, warranty, covenant or obligation of the Indemnifying Party under this Agreement. If any claim can be reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the Indemnified Party shall take all commercially reasonable steps to enforce such recovery, settlement or payment and the amount of any Damages of the Indemnified Party will be reduced by the amount of insurance proceeds actually recoverable by the Indemnified Party.

6.12 Adjustment to Purchase Price. Any payment made by the Vendor as an Indemnifying Party pursuant to this Article 6 will constitute a dollar-for-dollar decrease of the Purchase Price and any payment made by the Purchaser as an Indemnifying Party pursuant to this Article 6 will constitute a dollar-for-dollar increase of the Purchase Price. For greater certainty, any such decrease or increase of the Purchase Price will be allocated among the Purchased Assets to which such payment by the Vendor or the Purchaser, respectively, can reasonably be considered to relate or if such payment does not reasonably relate to a particular asset(s), such decrease or increase will be allocated amongst and between the Purchased Assets in a manner consistent with the Purchase Price allocation in section 2.4.

ARTICLE 7

CONDITIONS OF CLOSING

7.1 Conditions for the Benefit of the Vendor. The Vendor shall not be obligated to complete the sale of the Purchased Assets pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

- (a) the representations and warranties regarding the Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein, however, if a representation and warranty is qualified by materiality or Material Adverse Effect, it must be true and correct in all respects after giving effect to such qualification; and the Purchaser shall also have executed and delivered a certificate to that effect;
- (b) the Purchaser shall have fulfilled or complied with, in all material respects, all covenants herein contained to be performed or caused to be performed by it at or prior to the Closing, and the Purchaser shall have delivered a certificate to that effect;
- (c) the receipt of the CSE Approval, the Purchaser Shareholder Approval, and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, and all such approvals being in full force and effect;
- (d) the Financing shall have been completed;
- (e) the Purchaser shall have entered into the Investor Rights Agreement;
- (f) the Purchaser shall have entered into the Royalty Agreement;
- (g) the Purchaser shall have entered into the Exploration Cooperation Agreement;
- (h) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (i) there shall have been no event or change in respect of which the Purchaser has filed or would reasonably be required to file a material change report under Securities Laws;
- (j) all proceedings to be taken in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Vendor, and the Vendor shall have received copies of all such instruments and other evidence as it may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith; and
- (k) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement, and there shall not exist any prohibition under Applicable Laws or in equity against the completion of the transactions contemplated by this Agreement.

7.2 Conditions for the Benefit of the Purchaser. Purchaser shall not be obligated to complete the purchase of the Purchased Assets pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) the representations and warranties regarding the Vendor contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein, however, if a representation and warranty is qualified by materiality or Material Adverse Effect, it must be true and correct in all respects after giving effect to such qualification and the Vendor shall also have executed and delivered a certificate to that effect;
- (b) the Vendor shall have fulfilled or complied with, in all material respects, all covenants herein contained to be performed or caused to be performed by it at or prior to the Closing, and the Vendor shall have delivered a certificate to that effect;
- (c) the Vendor having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required by the CSE or under Securities Laws (including without limitation the Vendor Financial Statements);
- (d) the receipt of the CSE Approval, and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, and all such approvals being in full force and effect;
- (e) the Vendor shall have entered into the Investor Rights Agreement;
- (f) the Vendor shall have entered into the Royalty Agreement;
- (g) the Vendor shall have entered into the Exploration Cooperation Agreement;
- (h) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Vendor or the Purchased Assets;
- (i) the Purchased Assets being free of all Encumbrances, other than Permitted Encumbrances, and the Purchaser being satisfied as to title to the Purchased Assets;
- (j) all proceedings to be taken in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Purchaser and the Purchaser shall have received copies of all such instruments and other evidence as it may reasonably request in order to establish the

consummation of such transactions and the taking of all proceedings in connection therewith; and

- (k) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement and there shall not exist any prohibition under Applicable Laws or in equity against the completion of the transactions contemplated by this Agreement.

ARTICLE 8

POST-CLOSING COVENANTS

8.1 Access to Books and Records. For a period of three years from the Closing Date or for such longer period as may be required by Applicable Laws, the Purchaser will retain all original books and records relating to the Purchased Assets that are transferred to the Purchaser under this Agreement. So long as any such books and records are retained by the Purchaser pursuant to this Agreement, the Vendor has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any *bona fide* purpose and without undue interference to the business operations of the Purchaser. The Purchaser has the right to have its representatives present during any such inspection.

8.2 Tax Filings and Tax Cooperation.

- (a) The Purchaser and Vendor shall, if applicable, jointly execute and file an election under subsection 20(24) of the Tax Act in the manner required by subsection 20(25) of the Tax Act and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the Tax Act and under any other applicable provincial or territorial statute, as to such amount paid by Vendor to Purchaser for assuming future obligations. In this regard, Purchaser and Vendor acknowledge that a portion of the Purchased Assets transferred by the Vendor pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the Tax Act and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by Vendor as a payment for the assumption of such future obligations by Purchaser.
- (b) The Vendor and Purchaser hereby covenant and agree to jointly execute an election under subsection 85(1) of the Tax Act (and any corresponding provision of applicable provincial income tax legislation) with respect to the sale, assignment, conveyance and transfer of the Purchased Assets hereunder and, for purposes of such election, the elected amount in respect of such property is to be the amount as determined by the Vendor, subject to (i) the terms of this Agreement and (ii) the elected amount limits described in the Tax Act. The Vendor and Purchaser agree to make and file such election(s) in prescribed form as soon as reasonably possible following the date hereof, provided that each election shall in any event be filed within the time period prescribed by the applicable legislation. The Vendor will select elected amounts for the purposes of this Section 8.2 which,

to the greatest extent allowable under the Tax Act, will allow the Vendor to deduct the maximum amount of any available “cumulative Canadian exploration expense” and “cumulative Canadian development expense” (each as defined in the Tax Act) that would otherwise, as a result of the purchase of the Purchased Assets contemplated herein, no longer be deductible by the Vendor due to the limitation described in paragraph 66.7(3)(b) or 66.7(4)(b) (as the case may be) of the Tax Act. [Redacted - Prejudicial Information].

- (c) Vendor and Purchaser shall, if applicable, jointly execute and file, on a timely basis, an election under section 22 of the Tax Act and any elections under equivalent provisions of any applicable provincial or territorial Tax law as to the sale of the accounts receivable of the Vendor to be purchased under this Agreement, and prepare their respective Tax Returns in a manner consistent with such joint election (or elections). For purposes of such joint election (or elections), the elected amount in respect of the accounts receivable will be consistent with the Purchase Price allocation set forth or determined pursuant to section 2.4 with respect to the accounts receivable.
- (d) The Vendor and the Purchaser will furnish or cause to be furnished to each other, each at its own expense, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Purchased Assets as is reasonably necessary for the filing of any Tax Returns, for the preparation of any audit, and for the prosecution or defence of any claim relating to any adjustment or proposed adjustment with respect to Taxes.

8.3 Share Distribution.

- (a) The Vendor will complete the Share Distribution within sixty (60) days of the Closing Date.
- (b) The Vendor acknowledges, declares and agrees that:
 - (i) on the Closing Date, it will be the registered owner of a 100% interest in the Spinout Shares;
 - (ii) during the period commencing on the Closing Date and ending on the date of completion of the Share Distribution, it will hold a 100% beneficial interest in the Spinout Shares (the “**Beneficial Interest**”) in trust for the Vendor Shareholders; and
 - (iii) it holds the Beneficial Interest as a bare trustee for the Vendor Shareholders.

- (c) The Parties agree that the Share Distribution is intended to occur as a return of capital rather than by virtue of one or more dividends (including deemed dividend(s)), including for purposes of the Tax Act.

8.4 Non-Solicitation.

- (a) From the date hereof until the date that is two (2) years after the Closing Date, other than in respect of David Smith or Destinee Chevalier with prior written consent of the other Party, a Party shall not, and shall cause its affiliates not to, on its own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever:
 - (i) solicit the employment or engagement of or otherwise entice away from the employment or engagement by the other Party or any of its affiliates, any Person who is employed by or is a consultant or service provider to the other Party, whether or not such Person would commit any breach of such Person's contract or terms of employment or engagement by leaving the employ or engagement of the Vendor or any of its affiliates; or
 - (ii) assist any Person to solicit the employment or engagement of any Person who is employed or engaged by the other Party or any of its affiliates or otherwise entice away from the employment of or engagement of the other Party or any of its affiliates,

provided that notwithstanding the foregoing, this Section 8.4(a) does not apply to any employment or engagement as a result of an advertisement for employment or engagement that is not specifically targeted at such Person.

- (b) At the request of the Vendor and to the extent available, the Vendor shall make a joint election with the Purchaser pursuant to subsection 56.4(7) of the Tax Act in respect of the restrictive covenants granted by the Vendor to the Purchaser under Section 8.4 of this Agreement. In the event such election will be executed and filed pursuant to the foregoing, (i) the Vendor shall provide the Purchaser with a completed election for review and signature by the Purchaser, which shall contain all information required to make a valid election; and (ii) the Vendor shall be responsible for filing the completed and signed election with the Canada Revenue Agency, within the time limits and containing the documentation prescribed by subsection 56.4(13) of the Tax Act. If the Purchaser and the Vendor subsequently mutually determine, or any Governmental Authority having jurisdiction alleges, that any portion of the consideration paid to the Vendor can reasonably be regarded as attributable to such Restrictive Covenant, after consultation with such Governmental Authority, the consideration attributable to the Purchased Assets will be adjusted such that the relevant portion of the consideration is allocated to the Restrictive Covenant and not the Purchased Assets (the "**Reallocation**"). Thereafter, the consideration paid to the Vendor for the Purchased Assets and the consideration paid to the Vendor for the Reallocation will be deemed to be and always to have been the corresponding amounts under the Reallocation and the

Vendor and the Purchaser will amend their elections or make such further elections as may be necessary.

8.5 Broken Hammer Letter of Credit Replacement. The Vendor and the Purchaser agree to cooperate and use their commercially reasonable efforts to complete the Broken Hammer Letter of Credit Replacement within ninety (90) calendar days after the Closing Date.

ARTICLE 9 **CLOSING**

9.1 The Closing shall take place at the offices of legal counsel to the Purchaser, Forooghian + Company Law Corporation, 353 Water Street, Suite 401, Vancouver, British Columbia, V6B 1B8, or virtually, at such time and date as may agreed to by the Parties.

9.2 At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) evidence, in form and substance satisfactory to legal counsel for the Purchaser, that the board of directors of the Vendor has approved this Agreement and the transactions contemplated herein and hereby;
- (b) a certificate signed by a senior officer of the Vendor confirming that (i) the representations and warranties of the Vendor in this Agreement are true and correct in all material respects as of the Closing Date, as more particularly set forth in section 7.2(a), and (ii) the covenants and conditions of the Vendor to be performed and observed in this Agreement prior to or at Closing have been performed and observed in all material respects, as more particularly set forth in section 7.2(b);
- (c) an executed copy of the Investor Rights Agreement;
- (d) an executed copy of the Royalty Agreement;
- (e) an executed copy of the Exploration Cooperation Agreement;
- (f) an executed copy of a right-of-way agreement by and between the Parties for infrastructure development reasonably required for the Vendor's Fenelon project, in form and substance satisfactory to the Parties;
- (g) an executed copy of a limited access agreement by and between the Parties relating to the Vendor's Fenelon camp, in form and substance satisfactory to the Parties;
- (h) [Redacted - Prejudicial Information];
- (i) [Redacted - Prejudicial Information];

- (j) a certificate of good standing or equivalent document under applicable corporate law with respect to the Vendor;
- (k) all documents as may be required to convey to the Purchaser a 100% undivided registered and beneficial interest in the Properties, free and clear of any and all Encumbrances, other than the Permitted Encumbrances, and all such other specific assignments, transfers or further assurances as the Purchaser may reasonably require to obtain recorded and/or registered title to the Properties, including, without limitation, the prescribed form required by the MERM for the registration at the Public Register of Real and Immovable Mining Rights of the Province of Québec of such transfer. Following the registration of the said prescribed form evidencing the transfer of the Mineral Rights from the Vendor to the Purchaser at the Public Register of Real and Immovable Mining Rights of the Province of Québec without any adverse entrees, the Purchaser will obtain at its costs the legal/surveyor's fees required for and proceed with the establishing/opening a land file under a serial number for each of the Mineral Rights at the Register of Real Rights of State Resource Development (Land Register) as required to register the transfer of the Mineral Rights from the Vendor to the Purchaser thereon;
- (l) a favourable legal opinion delivered to the Purchaser and addressed to the Purchaser and Purchaser's legal counsel, dated the Closing Date, from legal counsel to the Vendor, such opinion to be subject to standard qualifications and assumptions and in form satisfactory to the Purchaser and its legal counsel, acting reasonably, as to the good, valid and marketability of the title to the Grasset Property, free and clear of all Encumbrances, other than the Permitted Encumbrances. Furthermore, upon request of the Purchaser, additional up-dates will have to be delivered as aforesaid once the registrations to the Public Records are completed to the satisfaction of the Purchaser, acting reasonably; and
- (m) such other documents and instruments in connection with the Closing as may be reasonably requested by the Purchaser.

9.3 At Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents:

- (a) evidence, in form and substance satisfactory to legal counsel for the Purchaser, that the board of directors of the Purchaser has approved this Agreement and the transactions contemplated herein and hereby;
- (b) the CSE Approval;
- (c) a certificate signed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as of the Closing Date, as more particularly set forth in section 7.1(a), and (ii) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing have been performed and observed in all material respects, as more particularly set forth in section 7.1(b);

- (d) an executed copy of the Investor Rights Agreement;
- (e) an executed copy of the Royalty Agreement;
- (f) an executed copy of the Exploration Cooperation Agreement;
- (g) an executed copy of a right-of-way agreement by and between the Parties for infrastructure development reasonably required for the Vendor's Fenelon project, in form and substance satisfactory to the Parties;
- (h) an executed copy of a limited access agreement by and between the Parties relating to the Vendor's Fenelon camp, in form and substance satisfactory to the Parties;
- (i) a certificate of good standing or equivalent document under applicable corporate law with respect to the Purchaser;
- (j) share certificates, a direct registration statement, or such other evidence as is satisfactory to the Vendor, acting reasonably, representing the Consideration Shares issued pursuant to section 2.2(a);
- (k) evidence satisfactory to the Vendor, acting reasonably, of completion of the Financing;
- (l) in connection with the issue of the Consideration Shares, a customary corporate and securities law opinion of legal counsel to the Purchaser in form and substance satisfactory to the Vendor, acting reasonably; and
- (m) such other documents and instruments in connection with the Closing as may be reasonably requested by the Vendor.

ARTICLE 10

TERMINATION

10.1 This Agreement may be terminated by the mutual consent of the Parties or in the following circumstances by written notice given by the terminating Party to the other Party hereto:

- (a) by either the Vendor or the Purchaser, if the Closing has not occurred on or before the Outside Date or such later date as may be mutually agreed by the Purchaser and the Vendor, provided that a Party may not terminate this Agreement pursuant to this section 10.1(a) if the failure of the Closing Date to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
- (b) by either the Vendor or the Purchaser, if after the date of this Agreement, any Applicable Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the transactions contemplated herein illegal or otherwise prohibits or enjoins the Vendor or the Purchaser from consummating the

transactions contemplated herein, and such Applicable Law has, if applicable, become final and non-appealable, provided that the Party seeking to terminate this Agreement pursuant to this section 10.1(b) has used its reasonable best efforts to, as applicable, appeal or overturn such Applicable Law or otherwise have it lifted or rendered non-applicable in respect of the transactions contemplated herein and provided further that the enactment, making, enforcement or amendment of such Applicable Law was not primarily due to the failure of such Party to perform any of its covenants or agreements under this Agreement;

- (a) by the Vendor, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser under this Agreement occurs that would cause any condition in section 7.1(a) or section 7.1(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); provided that any willful breach shall be deemed to be incapable of being cured and provided that the Vendor is not then in breach of this Agreement so as to cause any condition in section 7.2(a) or section 7.2(b) not to be satisfied; and
- (b) by the Purchaser, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Vendor under this Agreement occurs that would cause any condition in section 7.2(a) or section 7.2(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); provided that any willful breach shall be deemed to be incapable of being cured and provided that the Purchaser is not then in breach of this Agreement so as to cause any condition in section 7.1(a) or section 7.1(b) not to be satisfied.

10.2 Each Party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such Party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

10.3 Notwithstanding the termination of this Agreement pursuant to this Article 10:

- (a) the provisions of Article 1, 5.6, 5.7 Article 12 and Article 13 shall survive such termination and continue in full force and effect in accordance with their terms; and
- (b) any rights or obligations which have accrued or arisen under this Agreement prior to the effective time of such termination shall survive such termination unimpaired in accordance with the terms hereof.

ARTICLE 11
NOTICES

11.1 Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each, a “**Notice**”) must be in writing, sent by personal delivery, courier or email, and addressed:

(a) If to the Vendor:

Wallbridge Mining Company Limited
129 Fielding Road
Lively, Ontario
P3Y 1L7

Attention: Marz Kord, President and Chief Executive Officer
Email: [Redacted – Personal Information]

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

Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street
Toronto, Ontario
M5L 1B9

Attention: Jay C. Kellerman / Colin Burn
Email: [Redacted – Personal Information]

(b) If to the Purchaser at:

Archer Exploration Corp.
Suite 700, 1090 West Georgia Street
Vancouver, British Columbia
V6E 3V7

Attention: Michael Konnert, Director
Email: [Redacted – Personal Information]

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

Forooghian + Company Law Corporation
353 Water Street, Suite 401
Vancouver, British Columbia
V6B 1B8

Attention: Farzad Forooghian
Email: [Redacted – Personal Information]

and deemed to be given and received on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

11.2 A Party may at any time in the above manner give notice to the other Party of any change of address and after the giving of such notice the address or addresses specified shall be the address of such Party for the purpose of giving notice hereunder.

ARTICLE 12 **EXPENSES**

12.1 Subject to Section 12.2, each of the Parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial and investment advisors, brokers and finders.

12.2 The Vendor shall direct its auditors to audit the Vendor Financial Statements and the expenses of such audit shall be borne equally by the Vendor and the Purchaser.

ARTICLE 13 **GENERAL**

13.1 Governing Law and Jurisdictions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws principles. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom), and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

13.2 Time of the Essence. Time is of the essence of this Agreement.

13.3 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

13.4 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions, including, for the avoidance of doubt, the LOI. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, among the Parties in connection with the subject

matter of this Agreement, and any other Contracts contemplated hereby and thereby, except as specifically set forth herein and therein. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

13.5 Successors and Assigns. This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any Party hereto without the express prior written consent of the other Party hereto. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

13.6 Third Party Beneficiaries. Except as expressly provided in this Agreement, the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person other than the Parties, and no Person other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

13.7 Amendments. This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by both Parties.

13.8 Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

13.9 Further Assurances. Each Party shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party may reasonably require from time to time for the purpose of giving effect to this Agreement (including the Schedules hereto), and the transactions contemplated hereby, and shall use commercially reasonable efforts, and take all such steps as may be reasonably within its power, to implement to their full extent the provisions of this Agreement in accordance with the terms hereof.

13.10 Counterparts. This Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

[Signature page follows.]

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

WALLBRIDGE MINING COMPANY LIMITED

Per: (signed) "Marz Kord"
Name: Marz Kord
Title: President and Chief Executive Officer

Per: (signed) "Brian Penny"
Name: Brian Penny
Title: Chief Financial Officer

ARCHER EXPLORATION LTD.

Per: (signed) "Keith Bodnarchuk"
Name: Keith Bodnarchuk
Title: Interim President and Chief Executive Officer

Schedule A
Excluded Assets

1. The Purchased Assets do not include any of the assets of the Vendor which do not relate to the Properties, and for greater certainty, any of the following (collectively, the “**Excluded Assets**”):
 - (a) all cash, cash equivalents and short-term investments of the Vendor ([Redacted - Prejudicial Information]);
 - (b) all restricted cash of the Vendor ([Redacted - Prejudicial Information]);
 - (c) all marketable securities of the Vendor ([Redacted - Prejudicial Information]);
 - (d) all amounts receivable including, but not limited to, Quebec refundable tax credits;
 - (e) all mineral claims, licenses and permits which do not relate to the Properties;
 - (f) all camp facilities and equipment which do not relate to the Properties;
 - (g) the lease dated October 1, 2009, as amended by a first amending agreement dated August 10, 2012, a second amending agreement dated September 20, 2013, a third amending agreement dated December 5, 2016 and a fourth amending agreement dated September 27, 2019 between the Vendor and LCL Park Limited with respect to the Vendor’s office facilities located at 129 Fielding Rd, Lively, ON P3Y 1L7 (the “**Sudbury Office**”) and all equipment and facilities relating to the Sudbury Office;
 - (h) the minute books and corporate records of the Vendor; and
 - (i) the name “Wallbridge Mining Company Limited”, either alone or as part of any trade name or trademark which is or has been used in the Purchased Assets.

Schedule B
Existing Royalties

[Redacted - Prejudicial Information]

Schedule C
Exploration Cooperation Agreement

See attached.

EXPLORATION COOPERATION AGREEMENT

This EXPLORATION COOPERATION AGREEMENT (this “**Agreement**”) is dated as of the ● day of ●, 2022.

BETWEEN:

WALLBRIDGE MINING COMPANY LIMITED, a company existing under the laws of the Province of Ontario, and having an office located at 129 Fielding Road, Lively, Ontario, P3Y 1L7 (“**Wallbridge**”)

AND:

ARCHER EXPLORATION CORP., a company existing under the laws of the Province of British Columbia and having an office located at Suite 700, 1090 West Georgia Street, Vancouver, British Columbia, V6E 3V7 (“**Archer**” and together with Wallbridge, the “**Parties**”, and each a “**Party**”)

WHEREAS Wallbridge sold certain assets, including the Property (as defined below), to Archer pursuant to an asset purchase agreement dated July ●, 2022 the “**APA**”);

AND WHEREAS in connection with the closing the transaction of purchase and sale contemplated under the APA, the Parties desire to enter into this Agreement to provide for, among other things, the exploration rights in respect of the Property and the creation of a Joint Venture (as defined below) in certain specified circumstances.

NOW THEREFORE, in consideration of the mutual covenants, agreements and premises herein contained, and other good and valuable consideration (the receipt and sufficiency whereof being hereby acknowledged by each Party), the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 **Defined Terms**

As used in this Agreement, the following terms have the following meanings:

“**Access Right**” has the meaning specified in Section 2.2.

“**Act**” means the *Business Corporations Act* (British Columbia).

“**affiliate**” has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions*.

“**Agreement**” means this exploration cooperation agreement, as may be amended in accordance with its terms from time to time.

“**APA**” has the meaning specified in the recitals to this Agreement.

“**Arbitration Rules**” has the meaning specified in Section 6.3(1)(a).

“**Archer**” has the meaning specified in the recitals to this Agreement.

“**Archer Audit Right Notice**” has the meaning specified in Section 3.3.

“**Archer Expenditures Statement**” has the meaning specified in Section 3.3.

“**Archer Exploration Work**” means any prospecting or exploration work carried out by Archer on the Property.

“**Archer Gold Expenditures**” means aggregate Expenditures incurred by Archer in relation to Archer Exploration Work giving rise to a Gold Joint Venture Event.

“**Authorization**” means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority having jurisdiction over the Person.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario or Vancouver, British Columbia are authorized or required by Law to close.

“**Dispute**” means any and all claims, controversies, deadlocks or disputes among the Parties arising out of or relating to the validity, construction, interpretation, meaning, performance, effect or breach of this Agreement or the rights and liabilities arising hereunder.

“**Effective Date**” has the meaning specified in the recitals to this Agreement.

“**Encumbrances**” means any pledge, mortgage, charge, hypothec, prior claims (within the meaning of the *Civil Code of Quebec*), security interest, assignment, lien (statutory or otherwise), dismemberment of the right of ownership, easement, servitude, title retention agreement or arrangement, conditional sale, instalment sale, deemed or statutory trust, restrictive covenant, contractual obligation or other encumbrance or real right of any nature which, in substance, secures payment or performance of an obligation or which results in the creation of a third party interest, such as, without limitation, a re-purchaser right, a right of first refusal, back in rights, resolutive clause/right, an option, a royalty (whether registered or not in the Public Records), or the nullification of an existing right, in part or in whole, previously granted by such third party, all in relation to the Property.

“**Environmental Laws**” means all Laws and agreements with Governmental Authorities and all other statutory requirements relating to public health and safety, noise control, pollution or the protection of the environment or to the generation, production, installation, use, storage, treatment, transportation, release or threatened release of hazardous substances, including civil responsibility for acts or omissions with respect to the environment, and all Authorizations issued pursuant to such Laws, agreements or other statutory requirements.

“Excluded Property” means those portions of the Grasset property as more particularly described in Schedule “B” to this Agreement.

“Expenditures” means all expenses incurred and paid, directly or indirectly, during the Term on Exploration Work.

“Exploration Event” means either (a) Archer making a Gold Discovery on the Property; (b) Wallbridge making a Gold Discovery within one kilometre of the exterior boundary of the Property and demonstrating the mineralization trends on the Property; or (c) Wallbridge identifying a structure of shear hosted primary gold mineralization on the Property and establishing that there is a reasonable prospect that such structure may lead to a Gold Discovery on the Property.

“Exploration Review Committee” has the meaning specified in Section 2.5(1).

“Exploration Work” means Archer Exploration Work and/or Wallbridge Exploration Work, as the context requires.

“Gold Discovery” means five contiguous diamond drill hole intercepts, each of which contains significant and anomalous mineralization where gold is the primary metal or mineral of economic interest.

“Gold Joint Venture Claims” has the meaning specified in Section 3.1(1)(c).

“Gold Joint Venture Event” has the meaning specified in Section 3.1.

“Gold Primary Deposit” means a Mineral Resource that consists, or is reasonably expected to consist, of primary gold mineralization.

“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 domestic or foreign agency, authority, ministry, department, regulatory authority, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, expropriation, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (3) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, including the Securities Regulators; and/or
- (4) the Stock Exchange.

“ICC” has the meaning specified in Section 6.3(1)(a).

“IFRS” means the International Financial Reporting Standards as issued by the International Accounting Standards Board (IASB), interpretations issued by the International Financial Reporting Interpretations Committee, International Accounting Standards issued by the International Accounting Standards Committee and the interpretations issued by the Standing Interpretations Committee.

“Independent Auditor” has the meaning specified in Section 3.3.

“Indicated Mineral Resource” has the meaning ascribed to such term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.

“Inferred Mineral Resource” has the meaning ascribed to such term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.

“Joint Venture” means a partnership, limited partnership, firm, limited liability company, joint venture, association, joint-stock company, trust or unincorporated organization beneficially owned and controlled by the Parties.

“Joint Venture Event” means either a Gold Joint Venture Event or a Non-Gold Joint Venture Event.

“Law” means any and all applicable: (1) foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal bylaw, Order or other requirement having the force of law; (2) 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; and (3) rule of the Stock Exchange.

“Measured Mineral Resource” has the meaning ascribed to such term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.

“MERN” means the Ministère de l'Énergie et des Ressources Naturelles of the Province of Québec, being the authority responsible for the administration of the Mining Act.

“Mineral Resource” means an Indicated Mineral Resource, an Inferred Mineral Resource, or a Measured Mineral Resource.

“Minerals” means all saleable ore and concentrates or other minerals (including, without limitation, gold, nickel, copper and platinum group metals).

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

“Non-Gold Joint Venture Claims” has the meaning specified in Section 3.2(1)(c).

“Non-Gold Joint Venture Event” has the meaning specified in Section 3.2.

“Non-Gold Primary Deposit” means a Mineral Resource that consists, or is reasonably expected to consist, of primary mineralization other than gold.

“Notice” has the meaning specified in Section 7.2(1).

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

“Party” or **“Parties”** has the meaning specified in the recitals to this Agreement.

“Person” means any individual, corporation, partnership, limited partnership, firm, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“Property” means the Grasset Property as more particularly described in Schedule “A” to this Agreement but, for certainty, does not include any part of the Excluded Property.

“Records and Data” means all information in any form relating to Exploration Work, including books of account, financial and accounting information and records, research and development reports and records, exploration reports and records (including but not limited to all information, reports and documents legally required for Archer to keep the claims in good standing and obtain their renewal), drilling and associated results, equipment logs, operating guides and manuals, business reports, plans and projections and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

“Referring Party” has the meaning specified in Section 6.3(1)(b).

“Securities Regulators” means the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

“Stock Exchange” means securities exchange on which a Party’s securities are listed and/or traded.

“Subsidiaries” has the meaning ascribed to such term in the Act.

“Term” means the period commencing on the Effective Date and terminating at 11:59 p.m. (Vancouver time) on the date that this Agreement expires or is terminated in accordance with its terms.

“Wallbridge” has the meaning specified in the recitals hereto.

“Wallbridge Audit Right Notice” has the meaning specified in Section 3.3.

“Wallbridge Change of Control” means the occurrence of any of the following events: (a) the sale, lease, exchange, encumbrance or other disposition (other than licenses that do not constitute an effective disposition of all or substantially all of the assets of Wallbridge and

its subsidiaries taken as a whole; (b) any sale, transfer or issuance (or series of sales, transfers or issuances) of shares by Wallbridge or the holders of common shares of Wallbridge that results any person becoming the direct or indirect beneficial owner of voting securities of Wallbridge representing more than 40% of the outstanding voting securities or rights to acquire such voting securities; (c) any amalgamation, arrangement, reorganization or recapitalization of Wallbridge with or into another person that results in the voting securities outstanding immediately prior thereto failing to represent at least 40% of the voting securities or rights to acquire such voting securities of the successor entity immediately thereafter.

“Wallbridge Expenditures Statement” has the meaning specified in Section 3.3.

“Wallbridge Exploration Program” has the meaning specified in Section 2.4(1).

“Wallbridge Exploration Work” means any prospecting or exploration work carried out by Wallbridge on the Property, including ground and airborne geophysical and radiometric work, geochemical surveys, drilling, assays, trenching, evaluation of work done and all other work commonly regarded as prospecting or exploration work in accordance with good mining practice including evaluation studies, and all related compliance with Environmental Laws.

“Wallbridge Gold Expenditures” means aggregate Expenditures incurred by Wallbridge in relation to Wallbridge Exploration Work giving rise to a Gold Joint Venture Event.

“Wallbridge Non-Gold Expenditures” means aggregate Expenditures incurred by Wallbridge in relation to Wallbridge Exploration Work giving rise to a Non-Gold Joint Venture Event.

“Wallbridge Right to Work” has the meaning specified in Section 2.1.

“Work Product” has the meaning specified in Section 2.7.

Section 1.2 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.

Section 1.3 Headings, etc.

The division of this Agreement into Articles and Sections, and the insertion of headings, are for convenience of reference only and do not affect the interpretation of this Agreement.

Section 1.4 Currency.

All references in this Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Certain Phrases, etc.

In this Agreement, unless otherwise specified:

- (1) the words “**including**”, “**includes**” and “**include**” mean “**including (or includes or include) without limitation**”;
- (2) the phrase “**the aggregate of**”, “**the total of**”, “**the sum of**” or a phrase of similar meaning means “**the aggregate (or total or sum), without duplication, of**”;
- (3) the words “**Article**”, “**Section**” and “**Schedule**” followed by a number mean and refer to the specified Article, Section or Schedule of this Agreement; and
- (4) in the computation of periods of time from a specified date to a later specified date, the word “**from**” means “**from and including**” and the words “**to**” and “**until**” each mean “**to but excluding**”.

Section 1.6 Accounting Terms.

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with IFRS.

Section 1.7 Schedules.

The Schedules attached to this Agreement form an integral part of this Agreement for all purposes hereof.

Section 1.8 Company Covenants.

All covenants or agreements contained in this Agreement on the part of a Party shall also apply to its Subsidiaries, *mutatis mutandis*, and each such covenant or agreement shall be construed as a covenant by a Party to cause (to the fullest extent permitted by Law) such Subsidiary to perform or not perform the required action, as applicable, in accordance with the terms of such covenant or agreement, *mutatis mutandis*.

Section 1.9 References to Persons and Agreements.

Any reference in this Agreement to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable. Except as otherwise provided in this Agreement, the term “**Agreement**” and any reference to this Agreement, or to any other agreement, document or other instrument, includes, and is a reference to, this Agreement or such other agreement, document or other instrument, as the same may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and includes all schedules hereto.

Section 1.10 Statutes.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute, and all rules and regulations made thereunder, as the same may have been, or may from time to time be, amended, re-enacted or replaced.

Section 1.11 Non-Business Days.

Whenever payments are to be made, or an action is to be taken, on a day which is not a Business Day, such payment shall be made, or such action shall be taken, on or not later than the next succeeding Business Day.

Section 1.12 No Presumption.

This Agreement is the product of negotiation by the Parties having the assistance of counsel and other advisers. It is the intention of the Parties that neither Party shall be presumed to be the drafter hereof and that this Agreement not be construed more strictly with the regard to one Party than to the other Party.

ARTICLE 2 EXPLORATION WORK

Section 2.1 Right to Work

In the event that it is determined by the Exploration Review Committee that an Exploration Event has occurred at any time and from time to time during the Term, Wallbridge will be permitted to commence Wallbridge Exploration Work on, in or under, or in relation to, the mining claims comprising the Property (the “**Wallbridge Right to Work**”).

Section 2.2 Access Right

In the event that it is determined by the Exploration Review Committee that an Exploration Event has occurred at any time and from time to time during the Term, Archer will grant Wallbridge, Wallbridge’s Subsidiaries and each of their respective employees, officers, directors, consultants, agents and contractors an exclusive and non-transferable right to access the Property at all reasonable times for the sole purpose of carrying out the Wallbridge Right to Work (the “**Access Right**”), subject to Section 2.3, at its own risk, cost and expense, provided that:

- (a) Wallbridge provides ten Business Days’ prior written notice to Archer of (i) that part of the Property to which it requires access and (ii) the identity of the individuals to be provided access; and
- (b) Wallbridge does not interfere with the normal operations of Archer on the Property.

Section 2.3 Indemnification

Wallbridge hereby agrees to indemnify and save harmless Archer and its directors, officers, employees, agents and representatives from and against all actions, suits, claims, proceedings, litigation or investigation whatsoever and any damages, losses (other than loss of profit), breach of legal or conventional obligations, costs, fines, penalties, liabilities or expenses, including reasonable legal fees on a solicitor-and-own-client basis, disbursements and all reasonable costs incurred in investigation or pursuing any of the foregoing or any proceeding related thereto, made or brought against Archer or which Archer suffers or incurs, directly or indirectly, as a result of or in connection with the Wallbridge Right to Work or the Access Right. The Parties acknowledge and agree that the provisions of this Section 2.3 will survive any termination of this Agreement.

Section 2.4 Annual Exploration Program

- (1) Within 30 days following the Effective Date, and thereafter within 30 days following the end of each calendar year during the Term, Wallbridge shall prepare an exploration program (the “**Wallbridge Exploration Program**”), which shall describe in reasonable detail the Wallbridge Exploration Work proposed to be conducted during the applicable calendar year, including:
 - (a) the location(s) on the Property that will be the subject of the Wallbridge Exploration Work contemplated by the proposed Wallbridge Exploration Program;
 - (b) a work program relating to the proposed Wallbridge Exploration Program (to be focused on, among other things, mapping, geochemical and geophysics work and similar activities);
 - (c) a list of any access routes and/or Authorizations required in connection with the proposed Wallbridge Exploration Program;
 - (d) an estimate as to the work schedule and timeline/dates proposed for such Wallbridge Exploration Work; and
 - (e) an overview of the anticipated on-site heavy equipment, staffing and/or contractor requirements for such Wallbridge Exploration Work.

Wallbridge shall promptly provide Archer with any proposed amendments to the Wallbridge Exploration Program during the applicable calendar year.

- (2) Archer shall have 30 days to review the Wallbridge Exploration Program (or any proposed amendment) following its delivery in accordance with Section 2.4(1) and provide Wallbridge with any recommended changes to, among other things, avoid disrupting Archer Exploration Work. Wallbridge shall make amendments to the Wallbridge Exploration Program to reflect Archer’s reasonable recommendations.

Section 2.5 Exploration Review Committee

- (1) The Parties shall establish an exploration review committee (the “**Exploration Review Committee**”), which shall consist of one member to be appointed by each of Wallbridge and Archer (or such greater number as the Parties may otherwise agree from time to time).
- (2) The mandate of the Exploration Review Committee shall solely be to review, analyze and consider the results of the Exploration Work and to determine whether an Exploration Event and/or a Joint Venture Event has occurred. Unless the Parties agree otherwise in writing, the Exploration Review Committee shall meet no less than quarterly during the Term.

- (3) Each Party shall submit (a “**Submission**”) to the Exploration Review Committee all available and relevant Records and Data in respect of its Exploration Work that may reasonably result in a Gold Discovery in order for the Exploration Review Committee to determine whether an Exploration Event has occurred. Either Party may make a submission to the Exploration Review Committee to determine whether a Joint Venture Event has occurred. Submissions must be supported by all available and relevant Records and Data.
- (4) In the event that the Exploration Review Committee cannot reach a unanimous decision regarding the occurrence of an Exploration Event and/or a Joint Venture Event within 60 days of a Submission, it shall resolve such Dispute in accordance with Section 6.1 and, if applicable, Section 6.2.

Section 2.6 Reporting

Wallbridge shall make available to Archer all Records and Data in the possession of or available to Wallbridge or any of its affiliates with respect to the Wallbridge Exploration Work during the preceding calendar quarter, provided that Wallbridge does not make any representation or warranty to Archer concerning the accuracy or completeness of such Records and Data. Without limiting the generality of the foregoing, such Records and Data will include all environmental data and geological information (including but not limited to geological data, drilling data, geophysical data, geochemical data, internal and external lab results). Archer (or its representatives) is entitled to examine and to make copies of Wallbridge’s Records and Data during normal business hours on reasonable notice (at its own expense) for any purpose and without undue interference to Wallbridge’s business operations.

Section 2.7 Work Product

- (1) All work product, materials, documents, and intellectual property (including all inventions, designs, ideas, discoveries, works, creations, and copyrights), and all intellectual property rights or other rights relating thereto, developed during the course of, or in connection with, the performance of Exploration Work (collectively, “**Work Product**”) shall be the property of and owned by the Party performing the Exploration Work (or on whose behalf the Exploration Work was conducted). Each Party agrees that it has no ownership rights of any kind on the other Party’s Work Product.
- (2) Notwithstanding the foregoing, the Parties acknowledge and agree that nothing in this Agreement shall prohibit a Party from using geological inferences, interpretations or understanding which it has drawn from or in the course of the work conducted pursuant to this Agreement in the pursuit of any other business opportunity including for the purpose of exploration targeting, resource evaluation or estimation, geometallurgy or any other purpose required for the development of another mineral project.

Section 2.8 Mutual Non-Solicitation

During the Term and other than in respect of David Smith or Destinee Chevalier, neither Party shall, without the prior written consent of the other Party, solicit for hire or employ, directly or indirectly, any now or then current or former officer, director, employee, consultant or third party exploration service provider of the other Party, other than an individual who contacts a Party on their own initiative or through a general solicitation for employment that is available to the general public (through a newspaper, internet, social media or other means) and that is not targeted in any way at the other Party's officers, directors, employees, consultants or third party exploration service providers.

Section 2.9 General Obligations in Connection with Wallbridge Exploration Work

In connection with the Wallbridge Exploration Work, Wallbridge covenants and agrees to, at all times during the Term:

- (a) carry out the Wallbridge Exploration Work in a good and workmanlike manner in accordance with generally accepted standard industry exploration and mining practice and in accordance with the requirements of any applicable Laws, including without limitation, all Environmental Laws;
- (b) ensure that the Wallbridge Exploration Work is conducted in a careful manner consistent with Canadian recognized standards and best practices for sustainable development in the mining industry;
- (c) carry out the Wallbridge Exploration Work in a manner that maintains the Property free and clear of all Encumbrances and to contest or discharge any Encumbrance that is filed within 30 days from the notification or registration of any such Encumbrance;
- (d) keep separate records, including separate financial records, consistent with Provincial assessment filing requirements, relating to the Wallbridge Exploration Work;
- (e) furnish promptly to Archer all written important information about the Property to which it has access to at any time, including, without limitation, work assessment, transfer, notice about the Property received by it from any Governmental Authority;
- (f) with the prior written approval of Archer which may be refused or conditioned at its sole and entire discretion, to file any applications for Authorizations that may be required from time to time in connection with the Wallbridge Exploration Work;
- (g) with the prior written approval of Archer which may be refused or conditioned at its sole and entire discretion, consult and work collaboratively and in good faith with local first nations communities and other local community groups, social programs and similar initiatives;

- (h) record all assessment work done by it on the Property;
- (i) obtain and maintain, and cause any contractor engaged by it to obtain and maintain, such insurance as Archer reasonably considers appropriate in the circumstances, with Archer being named as an insured in such policies; and
- (j) ensure that the Subsidiaries, affiliates and third-party contractors, agents and employees of Wallbridge comply with the obligations of this Agreement.

ARTICLE 3 JOINT VENTURE

Section 3.1 Gold Joint Venture Formation

In the event that the results from Exploration Work are determined by the Exploration Review Committee, at any time and from time to time during the Term, to establish a Gold Primary Deposit (a "**Gold Joint Venture Event**"), then the Parties will be deemed to have established a Joint Venture, the purpose of which is to explore, develop and operate such Gold Primary Deposit, and the following provisions will apply:

- (a) Wallbridge and Archer will hold a 70% and 30% economic and voting interest in the Joint Venture, respectively;
- (b) within 75 days of the formation of the Joint Venture pursuant to Section 3.1, the Parties will use reasonable commercial efforts to negotiate, complete, execute and deliver a formal joint venture agreement (the "**Joint Venture Agreement**") incorporating, among other things, substantially those terms as set out in this Article 3 and Schedule "C" to this Agreement. Unless otherwise agreed to by the Parties, until the Joint Venture Agreement has been executed by each of the Parties, the Joint Venture will be governed by the provisions contained in this Article 3 and Schedule "C" to this Agreement. When executed, the Joint Venture Agreement will exclusively govern the Joint Venture;
- (c) Archer will contribute to the Joint Venture all of its right, title and interest in and to the claims on which the Gold Primary Deposit is located (the "**Gold Joint Venture Claims**") free and clear of all Encumbrances other than Permitted Encumbrances (as defined in the APA) along with a right of way to such Gold Joint Venture Claims in exchange for its 30% economic and voting interest in the Joint Venture. In such event, Archer shall convey to the Joint Venture on an "as is where is" condition, without any warranty whatsoever, a 100% undivided registered and beneficial interest in in such Gold Joint Venture Claims, free and clear of any and all Encumbrances, other than the Permitted Encumbrances, and all such other specific assignments, transfers or further assurances as the Joint Venture may reasonably require to obtain recorded and/or registered title to such Gold Joint Venture Claims, including, without limitation, the prescribed form required by the MERM for the registration at the Public Register of Real and Immovable Mining Rights

of the Province of Québec of such transfer. Following the registration of the said prescribed form evidencing the transfer of such Gold Joint Venture Claims from Archer to the Joint Venture at the Public Register of Real and Immovable Mining Rights of the Province of Québec without any adverse entries, the Joint Venture, if same have yet to be opened, will obtain at its costs the legal/surveyor's fees required for and proceed with the establishing/opening a land file under a serial number for each of the Mineral Rights at the Register of Real Rights of State Resource Development (Land Register) as required to register the transfer of such Gold Joint Venture Claims from the Archer to the Joint Venture thereon. For greater certainty, claims under Quebec law may not be subdivided and the transfers contemplated herewith shall affect each Gold Joint Venture Claims as a whole and not in part;

- (d) the area of the Gold Joint Venture Claims will not extend greater than one kilometre in any direction from a Gold Primary Deposit; and
- (e) within 30 days of the Gold Joint Venture Event, Wallbridge will prepare and file a NI 43-101 technical report addressed to both Wallbridge and Archer in respect of the Gold Primary Deposit.

Section 3.2 Non-Gold Joint Venture Formation

In the event that the results from Wallbridge Exploration Work are determined by the Exploration Review Committee, at any time and from time to time during the Term, to establish a Non-Gold Primary Deposit (whether or not there is expected to be a precious metals by-product) (a "**Non-Gold Joint Venture Event**"), then the Parties will be deemed to have established a Joint Venture, the purpose of which is to explore, develop and operate such Non-Gold Primary Deposit, and the following provisions will apply:

- (a) Wallbridge and Archer will hold a 30% and 70% economic and voting interest in the Joint Venture, respectively;
- (b) within 75 days of the formation of the Joint Venture pursuant to Section 3.1, the Parties will use reasonable commercial efforts to negotiate, complete, execute and deliver a Joint Venture Agreement incorporating, among other things, substantially those terms as set out in this Article 3 and Schedule "C" to this Agreement. Unless otherwise agreed to by the Parties, until the Joint Venture Agreement has been executed by each of the Parties, the Joint Venture will be governed by the provisions contained in this Article 3 and Schedule "C" to this Agreement. When executed, the Joint Venture Agreement will exclusively govern the Joint Venture;
- (c) Archer will contribute all of its right, title and interest in and to the claims on which the Non-Gold Primary Deposit is located to the Joint Venture (the "**Non-Gold Joint Venture Claims**") free and clear of all Encumbrances other than Permitted Encumbrances (as defined in the APA) along with a right of way to such Non-Gold Joint Venture Claims in exchange for its 70%

economic and voting interest in the Joint Venture. In such event, Archer shall convey to the Joint Venture on an “as is where is” condition, without any warranty whatsoever, a 100% undivided registered and beneficial interest in such Non-Gold Primary Claims, free and clear of any and all Encumbrances, other than the Permitted Encumbrances, and all such other specific assignments, transfers or further assurances as the Joint Venture may reasonably require to obtain recorded and/or registered title to such Non-Gold Primary Claims, including, without limitation, the prescribed form required by the MERM for the registration at the Public Register of Real and Immovable Mining Rights of the Province of Québec of such transfer. Following the registration of the said prescribed form evidencing the transfer of such claims from Archer to the Joint Venture at the Public Register of Real and Immovable Mining Rights of the Province of Québec without any adverse entrees, the Joint Venture, if same have yet to be opened, will obtain at its costs the legal/surveyor’s fees required for and proceed with the establishing/opening a land file under a serial number for each of the Mineral Rights at the Register of Real Rights of State Resource Development (Land Register) as required to register the transfer of such Non-Gold Primary Claims from the Archer to the Joint Venture thereon. For greater certainty, claims under Quebec law may not be subdivided and the transfers contemplated herewith shall affect each Non-Gold Primary Claims as a whole and not in part;

- (d) the area of the Non-Gold Joint Venture Claims will not extend greater than one kilometre in any direction from a Primary Non-Gold Deposit; and
- (e) within 30 days of the Non-Gold Joint Venture Event, Archer will prepare and file a NI 43-101 technical report addressed to both Archer and Wallbridge in respect of the Non-Gold Primary Deposit.

Section 3.3 Expenditure Statements

- (1) Within 15 days of a Gold Joint Venture Event or a Non-Gold Joint Venture Event, as the case may be, Wallbridge will provide Archer with an itemized statement of Wallbridge Gold Expenditures or Wallbridge Non-Gold Expenditures, as the case may be (each a “**Wallbridge Expenditures Statement**”), certified to be correct by an officer of Wallbridge. The Wallbridge Expenditures Statement will be conclusive evidence of the funding of such Wallbridge Gold Expenditures or Wallbridge Non-Gold Expenditures, as the case may be, recorded in the Wallbridge Expenditures Statement unless within 30 days after receipt of that Wallbridge Expenditures Statement Archer delivers a written and detailed objection to the Wallbridge Expenditures Statement to Wallbridge. If Archer delivers such an objection, then Wallbridge will within 30 days of such objection provide Archer with the report, but not the working papers, of its external auditor with respect to the Wallbridge Gold Expenditures or Wallbridge Non-Gold Expenditures, as the case may be. If Archer is not satisfied with Wallbridge’s audit report then Archer may, within 15 days of receipt of such audit report, request by notice to Wallbridge (the “**Archer Audit Right Notice**”) that the Wallbridge Gold Expenditures or Wallbridge Non-Gold

- Expenditures, as the case may be contemplated in the respective Wallbridge Expenditures Statement be fully audited by an independent accounting firm to be agreed upon by the Parties (together, the “**Independent Auditor**”). The Parties will have 30 days from the date of the Archer Audit Right Notice to settle on and engage the Independent Auditor. If the Parties cannot decide on the Independent Auditor within such 30 day period then they shall resolve such Dispute in accordance with Section 6.1 and, if applicable, Section 6.2. At the conclusion of an audit by the Independent Auditor: (a) if the Independent Auditor determines that the Wallbridge Expenditures Statement did not overstate Wallbridge Gold Expenditures or Wallbridge Non-Gold Expenditures, as the case may be, actually funded by greater than a 5% margin or that the Wallbridge Expenditures Statement understated the amount of aggregate Wallbridge Gold Expenditures or Wallbridge Non-Gold Expenditures, as the case may be, funded, then the cost of the audit will be borne by Archer; or (b) if the Independent Auditor determines that the Wallbridge Expenditures Statement overstated Wallbridge Gold Expenditures or Wallbridge Non-Gold Expenditures, as the case may be, actually funded by greater than a 5% margin, then the costs of the audit will be borne by Wallbridge.
- (2) Within 15 days of a Gold Joint Venture Event, Archer will provide Wallbridge with an itemized statement of Archer Gold Expenditures (the “**Archer Expenditures Statement**”), certified to be correct by an officer of Archer. The Archer Expenditures Statement will be conclusive evidence of the funding of such Archer Gold Expenditures recorded in the Archer Expenditures Statement unless within 30 days after receipt of that Archer Expenditures Statement Wallbridge delivers a written and detailed objection to the Archer Expenditures Statement to Archer. If Wallbridge delivers such an objection, then Archer will within 30 days of such objection provide Wallbridge with the report, but not the working papers, of its external auditor with respect to the Archer Gold Expenditures. If Wallbridge is not satisfied with Archer’s audit report then Wallbridge may, within 15 days of receipt of such audit report, request by notice to Archer (the “**Wallbridge Audit Right Notice**”) that the Archer Gold Expenditures contemplated in the respective Archer Expenditures Statement be fully audited by an Independent Auditor. The Parties will have 30 days from the date of the Wallbridge Audit Right Notice to settle on and engage the Independent Auditor. If the Parties cannot decide on the Independent Auditor within such 30 day period then they shall resolve such Dispute in accordance with Section 6.1 and, if applicable, Section 6.2. At the conclusion of an audit by the Independent Auditor: (a) if the Independent Auditor determines that the Archer Expenditures Statement did not overstate Archer Gold Expenditures actually funded by greater than a 5% margin or that the Archer Expenditures Statement understated the amount of aggregate Archer Gold Expenditures funded, then the cost of the audit will be borne by Wallbridge; or (b) if the Independent Auditor determines that the Archer Expenditures Statement overstated Archer Gold Expenditures actually funded by greater than a 5% margin, then the costs of the audit will be borne by Archer.

Section 3.4 Reimbursement of Expenditures

- (1) Within 60 days of the final determination of Wallbridge Gold Expenditures pursuant to Section 3.3(1), Archer will reimburse Wallbridge for 30% of such Wallbridge Gold Expenditures. Notwithstanding the foregoing, if the amount reimbursable to Wallbridge pursuant to this Section 3.4(1) exceeds \$500,000, then the Parties will agree on a mutually acceptable reimbursement schedule.
- (2) Within 60 days of the final determination of Wallbridge Non-Gold Expenditures pursuant to Section 3.3(1), Archer will reimburse Wallbridge for 70% of such Wallbridge Non-Gold Expenditures. Notwithstanding the foregoing, if the amount reimbursable to Wallbridge pursuant to this Section 3.4(2) exceeds \$500,000, then the Parties will agree on a mutually acceptable reimbursement schedule.
- (3) Within 30 days of the final determination of Archer Gold Expenditures pursuant to Section 3.3(2), Wallbridge will reimburse Archer for 70% of such Archer Gold Expenditures.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Parties

Each Party severally represents and warrants as follows and acknowledges and confirms that the other Parties are relying on such representations and warranties in entering into this Agreement:

- (a) **Corporate Power.** The Party has been duly formed and is validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations under this Agreement.
- (b) **Conflict with Other Instruments.** The execution and delivery by the Party and the performance by it of its obligations under, and compliance with the terms, conditions and provisions of, this Agreement will not conflict with or result in a breach of: (i) its constitutional documents, (ii) any applicable Law, (iii) any agreement or instrument to which the Party is a party or by which it is bound or by which any of its Property or assets are bound, or (iv) any judgment, injunction, determination or award which is binding on it.
- (c) **Authorizations and Consents.** There is no requirement on the part of the Party to make any filing with or give any notice to any Governmental Authority, or obtain any Authorization, in connection with the completion of the transactions contemplated by this Agreement, except for filings and notifications required by applicable securities Laws. There is no requirement on the part of the Party to obtain any consent, approval or waiver of any Person under any contracts or instruments to which the Party is a party or pursuant to which any of the Party's assets may be affected in connection with the completion of the transactions contemplated by this Agreement.

- (d) **Corporate Action.** The execution and delivery of this Agreement by the Party and the performance by it of its obligations under, and compliance with the terms, conditions and provisions of, this Agreement have been duly authorized by all necessary corporate action on the part of the Party (including any approval of its shareholders that it may be required to obtain).
- (e) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Party and constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

Section 4.2 Survival

The representations, warranties and covenants of the Parties contained in this Article 4 shall survive the execution and delivery of this Agreement and continue in full force and effect with respect to each Party until it ceases to be bound by the provisions of this Agreement or the Agreement terminates in accordance with its terms.

ARTICLE 5 CONFIDENTIALITY

Section 5.1 Confidentiality

Each of the Parties will provide Records and Data and other information contemplated herein to the other Party on and subject to the terms herein. Such Records and Data and other information which:

- (a) has not become generally available to the public;
- (b) was not available to a Party or its representatives on a non-confidential basis before the date of this Agreement; or
- (c) does not become available to a Party or its representatives on a non-confidential basis from a Person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the party or its representatives,

will be kept confidential by each Party and shall constitute confidential information (the "**Confidential Information**").

No Confidential Information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they will not unreasonably withhold such consent to the extent that such Confidential Information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents.

Upon request by the provider of the Confidential Information, the other Party will return to the provider, or destroy (subject only to normal course data back-up or archival processes), all documents, including any copies thereof, comprised in the Confidential Information furnished by the provider, and the recipient of the Confidential Information will confirm in writing that all Confidential Information has been returned or destroyed (subject only to normal course data back-up or archival processes), as applicable, provided that one copy of the Confidential Information may be retained within a receiving Party's legal department for liability defense purposes only. Notwithstanding any such return or destruction of any Confidential Information, Confidential Information, including, without limitation, any Confidential Information retained by a receiving Party, will continue to be subject to this Agreement. In addition, Confidential Information that has been prepared by either Party from publicly available information or from information not obtained pursuant to this Agreement may be retained by the Party that has prepared such information.

Section 5.2 Publicity

Neither Party will issue any press release or make any public announcement or public statement about this Agreement or the transactions contemplated herein which has not been previously approved by the other Party; provided, however, that any Party may issue a press release or make a filing with a regulatory authority if counsel for such Party advises that such press release or filing is necessary under Law (in which case such Party will first make a reasonable effort to obtain the approval of the other Party).

ARTICLE 6 DISPUTE RESOLUTION

Section 6.1 Disputes

If a Dispute arises between the Parties, including, for greater certainty a Dispute between members of the Exploration Review Committee, the Parties shall promptly and in good faith attempt to resolve such Dispute through negotiations conducted in the following manner:

- (a) the disputing Party shall give written notice to the other Party, which notice shall include a statement of the disputing Party's position and a summary of the arguments supporting its position;
- (b) within 15 days after receipt of such notice, the receiving Party shall submit a written response to the disputing Party which shall also include a statement of the receiving Party's position and a summary of the arguments supporting its position;
- (c) the Chief Executive Officer, President or equivalent officer of each of the Parties to the Dispute shall meet at a mutually acceptable time and place, but in any event within 15 days after issuance of the disputing Party's written notice to attempt to resolve the Dispute; and

- (d) if the Dispute has not been resolved within five days after such meeting, then
 - (i) if the Dispute relates to an Exploration Event or a Joint Venture Event determination by the Exploration Review Committee, such Dispute will be resolved in accordance with Section 6.2 or
 - (ii) for all other Disputes, such Dispute will be resolved by Arbitration in accordance with Section 6.3.

Section 6.2 Exploration Review Committee Disputes

A Dispute relating to an Exploration Event or a Joint Venture Event determination by members of the Exploration Review Committee that is not resolved in accordance with Section 6.1, will be submitted for determination to an independent qualified expert mutually agreed to by the Parties. The determination of such independent qualified expert will be final and binding upon the Parties and will not be subject to appeal, absent manifest error. Such independent qualified expert will be deemed to be acting as experts and not as arbitrators.

Section 6.3 Arbitration

- (a) All Disputes not resolved in accordance with Section 6.1 or Section 6.2 shall be finally resolved by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce (“**ICC**”), under the Rules of Arbitration of the International Chamber of Commerce (the “**Arbitration Rules**”). The number of arbitrators shall be three. The seat of arbitration shall be Montreal, Quebec, Canada. The language of the arbitration shall be English.
- (b) Notwithstanding the provisions of the Arbitration Rules, the Party referring a Dispute to arbitration (in this Section 6.3(1)(b), the “**Referring Party**”) under this Article 6 shall appoint an arbitrator in its request for arbitration submitted pursuant to the Arbitration Rules, and the other Party shall appoint an arbitrator in its answer submitted pursuant to the Arbitration Rules (or if the other Party has not appointed an arbitrator within thirty days following the date of the Referring Party’s request for arbitration for any reason, the ICC shall appoint the arbitrator entitled to be appointed by the other Party). Such two arbitrators so appointed shall appoint a third arbitrator, who shall act as president of the arbitration tribunal. If such two arbitrators have not appointed the third arbitrator within thirty days of the date of appointment of the other Party’s arbitrator for any reason, the ICC shall appoint that third arbitrator.
- (c) Notwithstanding Section 6.3(1)(a) and without derogating from the Parties’ commitment to arbitrate or the arbitral tribunal’s power to grant interim measures of protection under the Arbitration Rules, a Party may apply to a court of competent jurisdiction for an interim measure of protection or other equitable remedies pending the commencement or completion of arbitration and for the enforcement of an arbitration award granted hereunder.
- (d) In any arbitration, or in any court proceeding authorized to be taken under this Agreement, the arbitral tribunal or the court, as the case may be, shall, in

addition to any other relief, be entitled to make an award or enter a judgment, as the case may be, for reasonable lawyer's fees and expenses, including expert's fees and any other costs of the proceeding (including the costs of the arbitrators). If no such award is made or judgment entered, then the cost of the arbitrators shall be borne equally by the Parties, and all other costs of arbitration or a court proceeding shall be borne by the Party incurring such cost.

- (e) If multiple Disputes arise, a Party may commence a single arbitration in respect of some or all of them.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Term and Termination

- (1) This Agreement shall commence as of the Effective Date and continue in effect until the earlier of (a) the date that is five years from the Effective Date, and (b) the date this Agreement is terminated in accordance with Section 7.1(2) or Section 7.1(3).
- (2) This Agreement will automatically terminate upon a Wallbridge Change of Control where the Person effecting the Wallbridge Change of Control is not a publicly-listed gold mining company.
- (3) This Agreement may be terminated at any time:
 - (a) by mutual agreement in writing executed by the Parties;
 - (b) by either Party, upon notice by either one to the other if there has been a material breach of this Agreement by the other Party and such breach has not been waived by the non-breaching Party or cured within thirty days following notice of such breach by the non-breaching Party; and
 - (c) by either Party if a receiver, trustee, administrator, liquidator or similar officer is appointed for the other Party or an application is made for the other Party's wind-up, dissolution, bankruptcy or insolvency.
- (4) Upon termination of this Agreement, Wallbridge will deliver at no cost to Archer, not later than 60 days after such termination, copies of all Records and Data and Work Product not already provided to Archer.

Section 7.2 Notices.

- (1) Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each, a "Notice") must be in writing, sent by personal delivery, courier or email, and addressed:
 - (a) to Archer, at:

Archer Exploration Corp.
Suite 700 – 1090 West Georgia Street
Vancouver, BC
V6E 3V7

Attention: Michael Konnert, Director
Email: [Redacted – Personal Information]

(b) to Wallbridge, at:

Wallbridge Mining Company Limited
129 Fielding Road
Lively, Ontario
P3Y 1L7

Attention: Marz Kord, President and Chief Executive Officer
Email: [Redacted – Personal Information]

A Notice is deemed to be given and received on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 7.3 Transfer of Property.

During the Term, Archer shall not sell, assign or transfer its right, title and interest in and to all or any portion of the Property unless the Person acquiring the Property first provides Wallbridge with an executed agreement, in form and substance satisfactory to Wallbridge (acting reasonably), acknowledging that such Person has reviewed this Agreement and agrees to assume and perform the obligations of Archer under this Agreement in respect of such Property.

Section 7.4 Time of the Essence.

Time is of the essence in this Agreement.

Section 7.5 Third Party Beneficiaries

Except as expressly provided in this Agreement, the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person other than the Parties, and no Person other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 7.6 No Agency or Partnership

This Agreement is not intended to, and will not be deemed to, create any partnership relation between the Parties including without limitation, a joint venture, mining

partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and neither of the Parties will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of another Party. Nothing herein contained will be deemed to constitute a Party the partner, agent, joint venturer or legal representative of another Party, nor shall anything in this Agreement be construed to create, expressly or by implication, a fiduciary relationship between the Parties.

Section 7.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 7.8 Further Assurances.

Each Party shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party may reasonably require from time to time for the purpose of giving effect to this Agreement (including the Schedules hereto), and the transactions contemplated hereby, and shall use commercially reasonable efforts, and take all such steps as may be reasonably within its power, to implement to their full extent the provisions of this Agreement in accordance with the terms hereof.

Section 7.9 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 7.10 Successors and Assigns.

This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by a Party without the express prior written consent of the other Party. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 7.11 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by both Parties.

Section 7.12 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 7.13 Governing Law and Jurisdictions.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict of laws principles. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Quebec courts situated in the City of Montreal (and appellate courts therefrom), and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

Section 7.14 Counterparts.

This Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

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

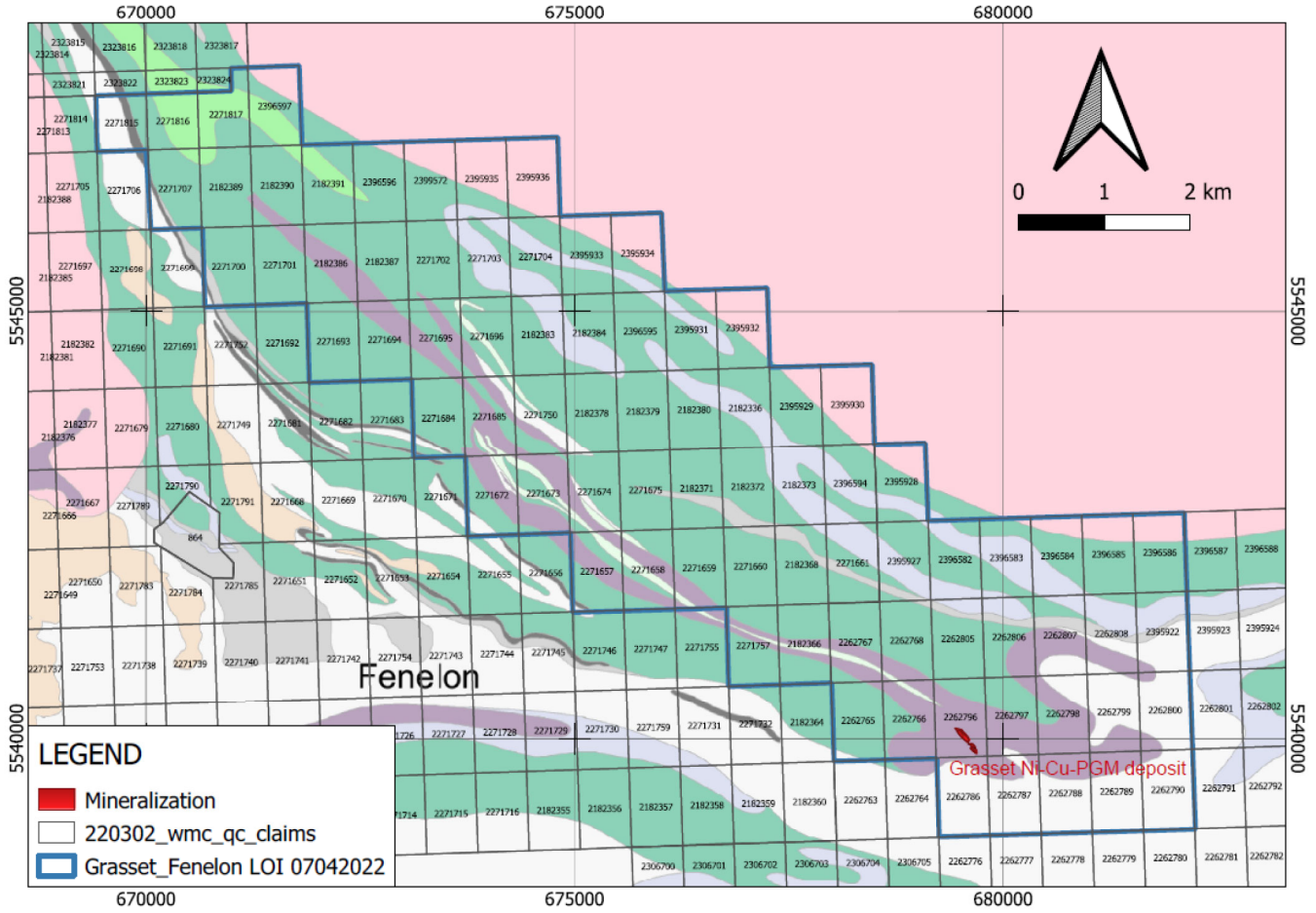
ARCHER EXPLORATION CORP.

By: _____
Name:
Title:

**WALLBRIDGE MINING COMPANY
LIMITED**

By: _____
Name:
Title:

SCHEDULE A PROPERTY



SCHEDULE B
EXCLUDED PROPERTY

Excluded Claims:

- 2182366
- 2262767
- 2262768
- 2262805
- 2262765
- 2262766
- 2262796
- 2262797
- 2262798
- 2262786
- 2262787
- 2262788

SCHEDULE C
JOINT VENTURE TERMS

- The definitive agreement or agreements governing the Joint Venture will include but not be limited to the following terms:
 - in the event of a Gold Joint Venture Event, a board or similar governing body consisting of two (2) members to be appointed by Wallbridge and one (1) member to be appointed by Archer (or such greater number as the Parties may otherwise agree from time to time) with matters decided on a majority basis, subject to the minority protections set out below;
 - in the event of a Non-Gold Joint Venture Event, a board or similar governing body consisting of two (2) members to be appointed by Archer and one (1) member to be appointed by Wallbridge (or such greater number as the Parties may otherwise agree from time to time) with matters decided on a majority basis, subject to the minority protections set out below;
 - the following decisions shall be made by the board or similar governing body on a unanimous basis;
 - material amendments to the definitive agreement or agreements governing the Joint Venture;
 - issuance of equity securities;
 - declaring or paying a dividend or distribution;
 - approving any transfer or assignment of a Parties' interest in the Joint Venture;
 - the creation, assumption or incurrence of indebtedness outside of the ordinary course of business;
 - the sale of assets outside or ordinary course operations;
 - amalgamating, merging or entering into an arrangement or other reorganization involving the Joint Venture;
 - purchasing or otherwise acquiring any securities or other ownership, equity or proprietary interests in any other Person;
 - commencing or settling material litigation;
 - proceeding with an initial public offering, reverse takeover or similar transaction resulting in the holding of equity in the Joint Venture or resulting entity by the public or a transaction giving rise to a stock exchange listing;

- each of the Parties shall have the right to participate in all capital calls made by the Joint Venture pro rata in accordance with the Parties' ownership interest at the time of such capital call;
 - customary non-participation dilution provisions;
 - the transfer of interest in the Joint Venture shall be subject to customary restrictions and each of the Parties shall have a right of first refusal on any transfer of the other Parties' interest in the Joint Venture; and
 - customary arbitration provisions.
- The Joint Venture will be structured in a tax efficient manner that is mutually beneficial for both Parties.

Schedule D
Investor Rights Agreement

See attached.

INVESTOR RIGHTS AGREEMENT

between

ARCHER EXPLORATION CORP.

and

WALLBRIDGE MINING COMPANY LIMITED

●, 2022

INVESTOR RIGHTS AGREEMENT

This INVESTOR RIGHTS AGREEMENT dated ●, 2022 (this “**Agreement**”) is made by and between Wallbridge Mining Company Limited, a corporation existing under the Laws of Ontario (“**Wallbridge**”), and Archer Exploration Corp., a corporation existing under the Laws of British Columbia (the “**Company**”).

RECITALS:

- A. Wallbridge sold certain assets to the Company pursuant to an asset purchase agreement dated ●, 2022 (the “**APA**”);
- B. As partial consideration paid to Wallbridge under the APA, the Company has issued 198,635,786 common shares in the capital of the Company (“**Common Shares**”) to Wallbridge (the “**Share Consideration**”);
- C. Promptly following the issuance of the Share Consideration, Wallbridge shall distribute ● Common Shares to the shareholders of Wallbridge (the “**Share Distribution**”); and
- D. In connection with Wallbridge’s holding of the remaining portion of the Share Consideration following the Share Distribution, Wallbridge and the Company wish to set forth their agreements regarding Wallbridge’s rights as a shareholder of the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

“**Act**” means the *Business Corporations Act* (British Columbia).

“**Affiliate**” has the meaning ascribed to such term in NI 45-106.

“**Agreement**” has the meaning ascribed to such term in the preamble to this Agreement.

“**APA**” has the meaning ascribed to such term in the recitals to this Agreement.

“**At-the-Market Distribution**” means a distribution of Shares pursuant to an at-the-market program implemented by the Company pursuant to NI 44-102.

“**Audit Committee**” means the Audit Committee of the Board, as the same may be constituted from time to time.

“**Board**” means the board of directors of the Company, as the same may be constituted from time to time.

“**bought deal**” means a public offering of securities as described in the definition of “bought deal agreement” in Section 7.1 of National Instrument 44-101 – *Short Form Prospectus Distributions*.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario or Vancouver, British Columbia are authorized or required by Law to close.

“**Canadian Securities Regulators**” means, collectively, the securities commissions or other securities regulatory authorities in each of the Qualifying Jurisdictions.

“**Committee**” means each of the Audit Committee, the Compensation Committee and any other committee of the Board established by the Board from time to time.

“**Company**” has the meaning ascribed to such term in the preamble to this Agreement.

“**Company Shareholders**” means, collectively, all Persons that own and/or control, directly or indirectly, Shares.

“**Compensation Committee**” means the Compensation Committee of the Board, as the same may be constituted from time to time.

“**Common Shares**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Conditions**” has the meaning ascribed to such term in Section 2.4.

“**Confidential Information**” means, with respect to the Company and its Subsidiaries, on the one hand, and the Wallbridge Group, on the other hand, all confidential or proprietary information, intellectual property and confidential facts relating to the business and affairs of the Company and its Subsidiaries, on the one hand, or the Wallbridge Group, on the other hand, respectively, including their respective customers, products, services, technology, trade secrets, know-how, systems and operations; provided, that “Confidential Information” does not include any information that: (1) is or becomes generally available to the public other than as a result of disclosure, directly or indirectly, by a member of the Wallbridge Group or any of its Representatives, on the one hand, or the Company or any of its Subsidiaries or any of their respective Representatives, on the other hand, in violation of Section 3.2; (2) is or becomes available to any member of the Wallbridge Group or any of its Representatives, on the one hand, or the Company or any of its Subsidiaries or any of their respective Representatives, on the other hand, on a non-confidential basis from a source other than the other or any of its Representatives, as applicable, unless the applicable Person knew after reasonable inquiry that such source was prohibited from disclosing the information to it by a contractual, fiduciary or other legal obligation; or (3) Wallbridge, on the one hand, or the Company, on the other hand, can show was independently acquired or developed by or on behalf of the Wallbridge Group or any of its Representatives, on the one hand, or by the Company or any of its Subsidiaries or any

of their respective Representatives, on the other hand, prior to the disclosure by or on behalf of the other of, and without the use of any, Confidential Information.

“Constating Documents” means, collectively, the notice of articles, articles of incorporation, amendment, amalgamation or continuance, or other similar formation documents, as applicable, organizational documents and other constating documents of the Company and its Subsidiaries, in each case, as the same may be amended, restated, replaced, modified and/or supplemented from time to time.

“Contract” means any agreement, indenture, contract, lease, deed of trust, license, option, instruments, arrangement, understanding or other commitment, in each case, whether written or oral.

“control” means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise, and **“controlled”, “controls”, “controlling”, “under common control with”** and other similar phrases shall have the corresponding meaning.

“Convertible Securities” means any securities in the capital of the Company or any of its Subsidiaries that are convertible into, exercisable or exchangeable for, or otherwise grant the right to acquire, Shares (for greater certainty, including any subscription receipts, any rights issued pursuant to a rights offering, and any share units issued pursuant to the Equity Incentive Plans from time to time).

“CSE” means the Canadian Securities Exchange.

“Director” means a director on the Board.

“Directors Election Meeting” means any meeting of Company Shareholders at which individuals are proposed for election as Directors.

“Distributed Securities” means any Shares or Convertible Securities distributed or issued pursuant to a Distribution.

“Distribution” means any distribution or issuance by the Company or any of its Subsidiaries of Shares and/or Convertible Securities (for greater certainty, including any Prospectus Distribution and the payment of any dividend in Shares and/or Convertible Securities), other than any (1) Exempt Distribution and (2) issuance of Convertible Securities in the Ordinary Course pursuant to the Equity Incentive Plans.

“Distribution Notice” has the meaning ascribed to such term in Section 5.1(2).

“Equity Incentive Plans” means ●.

“Exempt Distribution” means any distribution or issuance by the Company or any of its Subsidiaries approved by the Board of: (1) Convertible Securities issued, and Shares issued on the exercise, conversion or exchange of such Convertible Securities, in each case pursuant to the Equity Incentive Plans in accordance with the terms thereof; (2) Shares pursuant to the exercise,

conversion or exchange of any issued and outstanding Convertible Securities on the date hereof in accordance with the terms thereof, as applicable; (3) Shares pursuant to the exercise, conversion or exchange of Convertible Securities in accordance with the terms thereof, in each case, where such Convertible Securities were issued pursuant to the Pre-Emptive Right in accordance with Section 5.1; (4) Shares as purchase price consideration in connection with any business acquisition by the Company or any of its Subsidiaries, whether structured as a purchase of shares or assets and/or effected pursuant to an amalgamation, arrangement, merger or other business combination transaction; (5) Shares or Convertible Securities as *de minimis* equity kickers to *bona fide* third party debt financing sources of the Company or any of its Subsidiaries; (6) Shares pursuant to any At-the-Market Distribution; and (7) distributions or issuances which, pursuant to Securities Laws, would require shareholder approval (but only to the extent that the participation of the Wallbridge Group Permitted Holders triggers such requirement).

“**Form F-1**” means Form F-1 under the U.S. Securities Act or any successor registration form under the U.S. Securities Act subsequently adopted by the SEC.

“**Form F-3**” means Form F-3 under the U.S. Securities Act or any registration form under the U.S. Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the issuer with the SEC.

“**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 domestic or foreign agency, authority, ministry, department, regulatory authority, 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, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, including the Securities Regulators; and/or
- (4) the Stock Exchange.

“**IFRS**” means the International Financial Reporting Standards as issued by the International Accounting Standards Board (IASB), interpretations issued by the International Financial Reporting Interpretations Committee, International Accounting Standards issued by the International Accounting Standards Committee and the interpretations issued by the Standing Interpretations Committee.

“**Indemnified Person**” has the meaning ascribed to such term in Section 7.3.

“**Law**” means any and all applicable: (1) foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal bylaw, Order or

other requirement having the force of law; (2) 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; and (3) rule of the Stock Exchange.

“NEO” means the NEO Exchange operated by Aequitas Innovations Inc.

“NI 44-102” means National Instrument 44-102 – *Shelf Distributions*.

“NI 45-106” means National Instrument 45-106 – *Prospectus Exemptions*.

“Nomination Letter” has the meaning ascribed to such term in Section 2.4.

“Nominees” means, collectively, the nominees that are proposed for election as Directors by the Company and included in a management information circular of the Company relating to the election of Directors at a Directors Election Meeting, and “Nominee” means any one of them, as the context requires.

“Notice” has the meaning ascribed to such term in Section 10.9(1).

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

“Ordinary Course” means, with respect to an action taken by a Person, that such action is consistent with the past practices of such Person and is taken in the ordinary course of normal operations of such Person.

“Partially Diluted Ownership Percentage” means, at any time, the direct and/or indirect aggregate ownership interest of the Wallbridge Group Permitted Holders in the Company, expressed as a percentage, calculated as follows: (1)(a) the aggregate number of issued and outstanding Shares owned and/or controlled by the Wallbridge Group Permitted Holders at such time, plus (b) the aggregate number of Shares represented by any issued and outstanding Convertible Securities owned and/or controlled by the Wallbridge Group Permitted Holders at such time, if applicable (assuming the conversion, exercise and/or exchange thereof); divided by (2)(a) the aggregate number of issued and outstanding Shares at such time, plus (b) the aggregate number of Shares represented by any issued and outstanding Convertible Securities owned and/or controlled by the Wallbridge Group Permitted Holders at such time, if applicable (assuming the conversion, exercise and/or exchange thereof) and excluding, for greater certainty, the Shares represented by any other issued and outstanding Convertible Securities owned and/or controlled by any other Person at such time.

“Participating Shareholders” means the Wallbridge Group Permitted Holders exercising their rights under Section 6.1, and a “Participating Shareholder” means any of them, as the context requires.

“Parties” means, collectively, Wallbridge and the Company, and “Party” means any one of them, as the context requires.

“**Person**” means any individual, corporation, partnership, limited partnership, firm, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“**Piggyback Notice**” has the meaning ascribed to such term in Section 6.1.

“**Piggyback Registration**” has the meaning ascribed to such term in Section 6.1.

“**Piggyback Shareholder**” has the meaning ascribed to such term in Section 6.1.

“**Pre-Emptive Right**” has the meaning ascribed to such term in Section 5.1(1).

“**Pre-Emptive Right Subscription Notice**” has the meaning ascribed to such term in Section 5.1(3).

“**Prospectus**” means a prospectus (as such term is used in National Instrument 41-101 – *General Prospectus Requirements*), as varied in accordance with National Instrument 44-102 – *Shelf Distributions*, as the same may be required under Securities Laws.

“**Prospectus Distribution**” means a distribution of Shares to the public under Securities Laws by way of a Prospectus in one or more Qualifying Jurisdictions and/or by way of a Registration Statement in the United States, except for any At-the-Market Distribution.

“**Qualifying Jurisdictions**” means, collectively, British Columbia, Ontario and each of the other provinces and territories of Canada in which the Company becomes a reporting issuer from time to time.

“**Registrable Securities**” means: (1) any Shares; (2) any Shares issuable upon the exercise, conversion or exchange of any Convertible Securities, in each case, to the extent exercisable, convertible or exchangeable; and (3) all Shares directly or indirectly issued or issuable with respect to the securities referred to in the foregoing (1) and (2) by way of share dividend or share split, or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization (it being understood that a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain any Registrable Securities, whether or not such acquisition has actually been effected).

“**Registration Statement**” means a registration statement under the U.S. Securities Act, on Form F-1 or Form F-3, as applicable, and any prospectus or prospectuses included therein, as amended or supplemented (including any post-effective amendments) and any materials incorporated by referenced therein.

“**Representative**” means, with respect to any Person, such Person’s directors, officers, employees, agents, consultants, insurers, financing sources, legal counsel, accountants, advisors and other representatives; provided, that, with respect to Wallbridge and each other member of the Wallbridge Group for purposes of Section 3.2, “Representative” shall also include a prospective purchaser of Shares from Wallbridge (or any other Wallbridge Group Permitted Holder) that agrees to be bound by the provisions of Section 3.2(1), *mutatis mutandis*.

“SEC” means the U.S. Securities and Exchange Commission and any other U.S. federal agency administering the U.S. Securities Act and the U.S. Exchange Act at the time.

“**Securities Act**” means the *Securities Act* (British Columbia).

“**Securities Laws**” means, collectively, the securities Laws of each of the Qualifying Jurisdictions and the respective regulations, instruments and rules made thereunder, together with all applicable published policy statements, notices, blanket orders and rulings of the Securities Regulators, including the applicable rules and requirements of the Stock Exchange.

“**Securities Regulators**” means, collectively the Canadian Securities Regulators and the SEC.

“**Share Buyback**” has the meaning ascribed to such term in Section 10.3.

“**Share Consideration**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Share Distribution**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Shares**” means all shares in the capital of the Company, including Common Shares and any other shares in the capital of the Company authorized and/or issued and outstanding from time to time.

“**Stock Exchanges**” means the CSE, the NEO, the TSX-V and the TSX and “**Stock Exchange**” means any of them on which the Company’s securities are listed and/or traded at the applicable time.

“**Subsidiaries**” has the meaning ascribed to such term in the Act.

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

“**Top-Up Right**” has the meaning ascribed to such term in Section 5.2(1).

“**Top-Up Right Subscription Notice**” has the meaning ascribed to such term in Section 5.2(3).

“**Transfer**” has the meaning ascribed to such term in Section 8.2(1).

“**Transfer Shares**” has the meaning ascribed to such term in Section 8.2(2).

“**TSX**” means the Toronto Stock Exchange.

“**TSX-V**” means the TSX Venture Exchange.

“**underwriter**” and all terms which are derivatives thereof shall be deemed to include “best efforts agent” and all terms which are derivatives thereof, as appropriate.

“**Underwriters’ Cutback**” has the meaning ascribed to such term in Section 6.2.

“**U.S. Exchange Act**” means the *U.S. Securities Exchange Act of 1934*.

“**U.S. Securities Act**” means the *U.S. Securities Act of 1933*.

“**Wallbridge**” has the meaning ascribed to such term in the preamble to this Agreement.

“**Wallbridge Director Nominees**” means, collectively, the Nominees designated as such, initially pursuant to Section 2.1, and thereafter by the Wallbridge Group Representative pursuant to Section 2.4, and “**Wallbridge Director Nominee**” means any one of them, as the context requires.

“**Wallbridge Group**” means, collectively, Wallbridge and its Affiliates, and “**member of the Wallbridge Group**” means any one of them, as the context requires.

“**Wallbridge Group Permitted Holders**” means, collectively, Wallbridge and any other member of the Wallbridge Group.

“**Wallbridge Group Representative**” has the meaning ascribed to such term in Section 4.1(1).

Section 1.2 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.

Section 1.3 Headings, etc.

The division of this Agreement into Articles and Sections, and the insertion of headings, are for convenience of reference only and do not affect the interpretation of this Agreement.

Section 1.4 Currency.

All references in this Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Certain Phrases, etc.

In this Agreement, unless otherwise specified:

- (1) the words “**including**”, “**includes**” and “**include**” mean “**including (or includes or include) without limitation**”;
- (2) the phrase “**the aggregate of**”, “**the total of**”, “**the sum of**” or a phrase of similar meaning means “**the aggregate (or total or sum), without duplication, of**”;
- (3) the words “**Article**”, “**Section**” and “**Schedule**” followed by a number mean and refer to the specified Article, Section or Schedule of this Agreement; and
- (4) in the computation of periods of time from a specified date to a later specified date, the word “**from**” means “**from and including**” and the words “**to**” and “**until**” each mean “**to but excluding**”.

Section 1.6 Accounting Terms.

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with IFRS.

Section 1.7 Schedules.

The Schedules attached to this Agreement form an integral part of this Agreement for all purposes hereof.

Section 1.8 Company Covenants.

All covenants or agreements contained in this Agreement on the part of the Company shall also apply to its Subsidiaries, *mutatis mutandis*, and each such covenant or agreement shall be construed as a covenant by the Company to cause (to the fullest extent permitted by Law) such Subsidiary to perform or not perform the required action, as applicable, in accordance with the terms of such covenant or agreement, *mutatis mutandis*.

Section 1.9 References to Persons and Agreements.

Any reference in this Agreement to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable. Except as otherwise provided in this Agreement, the term “**Agreement**” and any reference to this Agreement, or to any other agreement, document or other instrument, includes, and is a reference to, this Agreement or such other agreement, document or other instrument, as the same may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and includes all schedules hereto.

Section 1.10 Statutes.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute, and all rules and regulations made thereunder, as the same may have been, or may from time to time be, amended, re-enacted or replaced.

Section 1.11 Non-Business Days.

Whenever payments are to be made, or an action is to be taken, on a day which is not a Business Day, such payment shall be made, or such action shall be taken, on or not later than the next succeeding Business Day.

Section 1.12 No Presumption.

This Agreement is the product of negotiation by the Parties having the assistance of counsel and other advisers. It is the intention of the Parties that neither Party shall be presumed to be the drafter hereof and that this Agreement not be construed more strictly with the regard to one Party than to the other Party.

ARTICLE 2
CORPORATE GOVERNANCE

Section 2.1 Board of Directors.

On the date hereof, the Company's Board consists of ● Directors, which Directors are: ●. The initial Wallbridge Director Nominees shall be Famararz (Marz) Kord and Brian Penny.

Section 2.2 Board Nomination Rights.

- (1) The Wallbridge Group Permitted Holders shall be entitled to designate two (2) Wallbridge Director Nominees for so long as the Partially Diluted Ownership Percentage of the Wallbridge Group Permitted Holders is at least 10%.
- (2) In the event that the Wallbridge Group Permitted Holders are no longer entitled to nominate Wallbridge Director Nominees pursuant to Section 2.2(1), because the Partially Diluted Ownership Percentage of the Wallbridge Group Permitted Holders is less than 10% for a period equal to ten consecutive days; provided, that (i) if a Top-Up Right is then exercisable, the period shall not end prior to the expiry of the period for exercise thereof, and (ii) if there is a blackout period imposed by the Company during such consecutive ten-day period, the period shall not expire until the ten-day period following the expiry of the last such blackout, the Wallbridge Group Permitted Holders shall notify the Company promptly thereof and: (a) upon the written request of the Company, cause the Wallbridge Director Nominees to forthwith resign; and (b) if no such request is made by the Company, the Wallbridge Director Nominees shall continue until their term expires at the next Directors Election Meeting, as applicable, or, if earlier, such Wallbridge Director Nominees otherwise resign, become incapacitated, die or cease to be qualified to act as a Director.
- (3) In the event that the Wallbridge Group Permitted Holders have designated fewer Wallbridge Director Nominees than the total number of Nominees that the Wallbridge Group Permitted Holders are entitled to designate pursuant to Section 2.2(1), then the Wallbridge Group Permitted Holders shall have the right, at any time and from time to time, to designate such additional Wallbridge Director Nominee(s) to which they are entitled hereunder, in which case, the Company and the Directors shall take all necessary corporate action, to the fullest extent permitted by Law, to promptly: (a) enable the Wallbridge Group Permitted Holders to designate such additional Wallbridge Director Nominee(s); and (b) appoint such Wallbridge Director Nominee(s) to fill any available vacancies or, to the extent not so permitted, nominate any such Wallbridge Director Nominee for election as a Director at the next Directors Election Meeting in accordance with Section 2.4.
- (4) For greater certainty, the selection of Nominees other than the Wallbridge Director Nominees designated by the Wallbridge Group Permitted Holders pursuant to this Section 2.2 (including in the event that any designation right has not been exercised pursuant thereto), shall rest with the Board, or a Committee thereof, if so determined by the Board.

- (5) Each Party acknowledges that a breach or threatened breach by a Party of any provision of this Section 2.2 will result in the other Party suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, each Party agrees that in connection with any breach or threatened breach by such Party of any provision of this Section 2.2, the other Party shall be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies, in addition to any other relief to which the other Party may become entitled.

Section 2.3 Board Committees.

- (1) For so long as the Wallbridge Group Permitted Holders have the right to designate Wallbridge Director Nominees pursuant to Section 2.2(1), the Wallbridge Group Permitted Holders shall have the right to designate one voting member to each Committee.
- (2) All Wallbridge Director Nominees shall be eligible to be appointed to all of the Committees from time to time; provided, that each such individual (a) has the expertise for the applicable Committee and (b) meets applicable independence standards, in each case, required by Securities Laws.

Section 2.4 Nomination Procedures.

- (1) The Company shall notify the Wallbridge Group Representative (on behalf of the Wallbridge Group Permitted Holders having a right to designate one or more Nominees under Section 2.2) of any Directors Election Meeting at least 60 days prior to the date of such Directors Election Meeting.
- (2) At least 45 days, and no more than 75 days, before each Directors Election Meeting, the Wallbridge Group Representative (on behalf of the Wallbridge Group Permitted Holders having a right to designate one or more Nominees) will deliver to the Company (c/o the Board) in writing the name of its respective Nominee(s) together with the information regarding such Nominee(s) (including the number of Shares beneficially owned or controlled by such Nominee) that the Company is required by the Act and Securities Laws to include in a management information circular of the Company to be sent to Company Shareholders in respect of such Directors Election Meeting, and such other information, including a biography of such Nominee(s), that is consistent with the information the Company intends to publish about Nominees as Directors of the Company in such management information circular (the "**Nomination Letter**").
- (3) If the Wallbridge Group Representative (on behalf of the Wallbridge Group Permitted Holders) fails to deliver the Nomination Letter to the Company at least 45 days before the Directors Election Meeting, the Wallbridge Group Representative shall be deemed to have designated the same Wallbridge Director Nominee that serves (or each of the same Wallbridge Director Nominees that serve) as a Director of the Company at such time, subject to such individual(s) satisfying the Conditions for re-election to the Board.

- (4) Notwithstanding anything to the contrary in this Agreement, each Wallbridge Director Nominee shall, at all times while serving on the Board, meet the qualification requirements to serve as a Director under the Act, Securities Laws and the Constatng Documents (collectively, the “**Conditions**”). No Wallbridge Director Nominee may be an individual who: (a) has been convicted of a felony or a crime involving moral turpitude; or (b) is not acceptable to the Stock Exchange, any of the Securities Regulators or the Company (acting reasonably).
- (5) The Wallbridge Director Nominee(s) shall be nominated by or at the direction of the Board or an authorized officer of the Company, including pursuant to a notice of meeting, to stand for election to the Board at the Directors Election Meeting and the Company shall solicit proxies from the holders of Shares in respect thereof, which solicitation obligation will be satisfied by delivery of a form of proxy to the holders of Shares following standard procedures and, where applicable, consistent with past practice.
- (6) The Company shall: (a) nominate for election and include in any management information circular relating to any Directors Election Meeting (or submit to Company Shareholders by written consent, if applicable) each individual designated as a Wallbridge Director Nominee under Section 2.2 in accordance with Section 2.4; (b) recommend (and reflect such recommendation in any management information circular relating to any Directors Election Meeting or in any written consent submitted to Company Shareholders for the purpose of electing Directors of the Company) that the Company Shareholders vote to elect such Wallbridge Director Nominee(s) as a Director for a term of office expiring at the closing of the subsequent annual meeting of the Company Shareholders; (c) solicit, obtain proxies in favour of and otherwise support the election of such Nominee(s) at the applicable Directors Election Meeting, each in a manner no less favourable than the manner in which the Company supports its own Nominees for election at the applicable Directors Election Meeting; (d) use commercially reasonable efforts to recognize, enforce and comply with the rights of the Wallbridge Group Permitted Holders under this Article 2; and (e) not take, authorize or approve any action, including the adoption of any amendments to any of its Constatng Documents, that would or would reasonably be expected to, individually or in the aggregate, eliminate, limit or otherwise frustrate in any way the rights of the Wallbridge Group Permitted Holders under this Article 2.

Section 2.5 Replacement Appointment.

- (1) In the event of the resignation, death or incapacity of a Wallbridge Director Nominee that is serving on the Board, or in the event that a Wallbridge Director Nominee that is serving on the Board at any time ceases to satisfy any of the Conditions, the Wallbridge Group Permitted Holders shall be entitled to designate an individual satisfying each of the Conditions to replace such Wallbridge Director Nominee to serve on the Board by delivery of a written notice by the Wallbridge Group Representative to the Company within 45 days after the Wallbridge Director Nominee resigns, dies or becomes incapacitated, or ceases to satisfy any of the Conditions, as applicable, and to the extent permitted by the Act and the Constatng Documents, the Board shall promptly appoint

such individual as a Director, or to the extent not so permitted, nominate such individual for election as a Director at the next Directors Election Meeting in accordance with Section 2.4.

- (2) For the avoidance of doubt, for so long as the Wallbridge Group Permitted Holders have the right to designate Wallbridge Director Nominees pursuant to Section 2.2(1), without Wallbridge's prior written consent, the Company shall use commercially reasonable efforts to ensure that no action is taken, authorized or approved by or on behalf of the Company or the Board, to remove a Wallbridge Director Nominee from the Board, other than in the event (a) of the resignation, death or incapacity of a Wallbridge Director Nominee that is serving on the Board, or (b) that a Wallbridge Director Nominee that is serving on the Board at any time ceases to satisfy any of the Conditions, in each of which case the provisions of Section 2.5(1) shall apply.

Section 2.6 Director Insurance and Indemnification.

- (1) The Company shall obtain and maintain customary directors' and officers' liability insurance on commercially reasonable terms.
- (2) The Company and each Wallbridge Director Nominee that has been elected or appointed to the Board, as the case may be, shall, upon request from such Wallbridge Director Nominee, enter into a customary director indemnity agreement.

Section 2.7 Permitted Disclosure.

Each Wallbridge Director Nominee shall be permitted, as a designated representative of the Company, to disclose to any member of the Wallbridge Group information about the Company and its Subsidiaries that he or she receives as a result of being a Director, subject to his or her fiduciary duties under Law; provided, that the recipient of such disclosure is directed to keep confidential and not disclose any Confidential Information, in each case, in accordance with Section 3.2. The Company acknowledges that such disclosure of information to the Wallbridge Group is in the necessary course of business.

ARTICLE 3 INFORMATION RIGHTS AND ACCESS; CONFIDENTIALITY

Section 3.1 Information Rights and Access.

- (1) For so long as the Wallbridge Group Permitted Holders have the right to designate Wallbridge Director Nominees pursuant to Section 2.2(1), subject to compliance with anti-trust Laws, the Company shall provide to Wallbridge (or such other member of the Wallbridge Group that so requests): (1) any financial, technical, geological, scientific or other information relating to the Company, its Subsidiaries and their respective businesses, operations and exploration activities; and (2) reasonable access to the books, records, properties, employees and management of the Company and its Subsidiaries during normal business hours, upon reasonable advance notice, and without causing undue interference to the operation of the Company's and its Subsidiaries' business in the Ordinary Course, in each case, as is necessary or reasonably required by the

Wallbridge Group in order to comply with the legal, disclosure, regulatory and/or tax obligations, returns or filings of the Wallbridge Group.

Section 3.2 Confidentiality.

- (1) Wallbridge (and each other member of the Wallbridge Group that receives Confidential Information of the Company and/or any of its Subsidiaries), on the one hand, and the Company (and each of its Affiliates that receives Confidential Information of the Wallbridge Group), on the other hand, shall keep confidential and not disclose such Confidential Information in any manner whatsoever, in whole or in part, except as permitted by this Section 3.2.
- (2) Notwithstanding Section 3.2(1):
 - (a) Wallbridge may disclose Confidential Information to (i) each other member of the Wallbridge Group and (ii) its and their respective Representatives; provided, that prior to making any disclosure to a Representative, each such Representative has been informed of the confidential nature of the Confidential Information and has been directed to hold the Confidential Information in accordance with this Section 3.2; and, provided, further, that Wallbridge and its permitted transferee(s) shall remain responsible for the compliance by such other members of the Wallbridge Group with the requirements of this Article 3;
 - (b) the Company may disclose Confidential Information to (i) each of its Affiliates and (ii) its and their respective Representatives; provided, that prior to making any disclosure to a Representative, each such Representative has been informed of the confidential nature of the Confidential Information and has been directed to hold the Confidential Information in accordance with this Section 3.2; and
 - (c) Wallbridge (and each other member of the Wallbridge Group that receives Confidential Information of the Company and/or any of its Subsidiaries), on the one hand, and the Company (and each of its Affiliates that receives Confidential Information of the Wallbridge Group), on the other hand, shall use commercially reasonable efforts to cause each of its Representatives that receives Confidential Information to observe the terms of this Section 3.2 in respect thereof.
- (3) The disclosure restrictions contained in Section 3.2(1) do not apply to disclosure that is required by Law, any Order or any other legally binding document discovery requests. Prior to making any such disclosure, the applicable Party that received Confidential Information (or which Party's Subsidiary, Affiliate and/or Representative received Confidential Information, as applicable) shall, to the extent not prohibited by the Law, Order or legally binding request: (a) give the other Party prompt written notice of the requirement and the proposed content of any disclosure; and (b) at the other Party's request and expense, co-operate with the other Party in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the other Party deems necessary to preserve the confidentiality of the Confidential Information. If a protective order or other remedy is not obtained or the other Party fails to waive compliance with Section 3.2(1), the

applicable Party that received Confidential Information (or which Party's Subsidiary, Affiliate and/or Representative received Confidential Information, as applicable) may disclose only that portion of the Confidential Information that it is required to disclose and exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment is given to the Confidential Information disclosed.

- (4) For the avoidance of doubt, the disclosure restrictions contained in Section 3.2(1) do not apply to disclosure that is made by a Party with the prior written consent of the other Party.

ARTICLE 4 WALLBRIDGE GROUP REPRESENTATIVE

Section 4.1 Wallbridge Group Representative.

- (1) Wallbridge (for and on behalf of the Wallbridge Group Permitted Holders), hereby appoints Marz Kord as its representative (together with any replacement representative appointed in accordance with this Section 4.1, the "Wallbridge Group Representative") to act in its name and on its and their behalf:
- (a) with respect to all matters relating to this Agreement, including exercising any rights of the Wallbridge Group Permitted Holders under this Agreement, executing and delivering any amendment, restatement, supplement or modification to or of this Agreement, and any waiver of any claim or right arising out of this Agreement; and
 - (b) in general, to do all other things and to perform all other acts, including executing and delivering all agreements, certificates, receipts, instructions and other instruments, contemplated by, or deemed advisable in connection with, this Agreement.
- (2) The Company will be entitled to rely upon any document or other instrument delivered by the Wallbridge Group Representative as being authorized or directed to be delivered by each of the Wallbridge Group Permitted Holders, and the Company will not be liable to the Wallbridge Group Permitted Holders for any action taken or omitted to be taken based on such reliance.
- (3) The Wallbridge Group Permitted Holders shall be entitled to replace the Wallbridge Group Representative at any time, and from time to time, by delivering a written notice to the Company signed by each Wallbridge Group Permitted Holder that is at the applicable time a shareholder of the Company.

ARTICLE 5
PRE-EMPTIVE RIGHT AND TOP-UP RIGHT

Section 5.1 Pre-Emptive Right.

- (1) For so long as the Wallbridge Group Permitted Holders have the right to designate Wallbridge Director Nominees pursuant to Section 2.2(1), in connection with any Distribution, all or any of the Wallbridge Group Permitted Holders shall have the right, but not the obligation (the “**Pre-Emptive Right**”), exercisable in accordance with Section 5.1(3), to subscribe for up to an aggregate number of Distributed Securities, on the same terms and conditions as all other participants in the Distribution (including the same price but, in each case, excluding any underwriting commissions and discounts, to the extent not payable by the Company in relation to the securities issued on the exercise of the Pre-Emptive Right, it being agreed that the Company shall use its commercially reasonable efforts to have such charges not apply to the Wallbridge Group Permitted Holders), *mutatis mutandis*, determined in accordance with the following formula:

$$A = B \times C$$

For purposes of the foregoing formula, the following definitions shall apply:

- A** means the aggregate number of Distributed Securities for which the Wallbridge Group Permitted Holders have the right to subscribe pursuant to the Pre-Emptive Right, expressed as a positive number;
- B** means the Partially Diluted Ownership Percentage of the Wallbridge Group Permitted Holders, calculated as of immediately prior to the closing of the Distribution (for greater certainty, expressed for purposes of this formula as a number to four decimal places - *e.g.*, 19.99% shall be expressed as 0.1999); and
- C** means the aggregate number of Distributed Securities to be issued in connection with the Distribution (assuming the conversion, exercise and/or exchange of any Convertible Securities issued pursuant thereto, if applicable), expressed as a positive number.
- (2) The Company shall deliver to the Wallbridge Group Representative a notice in writing, as soon as practicable following a determination by the Company to effect a Distribution and in no event less than 5 Business Days prior to closing of any proposed Distribution (a “**Distribution Notice**”), which Distribution Notice shall: (a) specify the total number and type of Distributed Securities which are being offered in the Distribution; (b) specify the price at which the Distributed Securities are being offered in the Distribution, to the extent known; (c) specify the maximum number of Distributed Securities for which the Wallbridge Group Permitted Holders have the right to subscribe pursuant to Section 5.1(1) and the aggregate subscription price therefor; (d) specify the date (which shall not be less than 5 Business Days after the date on which the Distribution Notice is delivered) on which the Distribution is to be completed; and (e) state the reasons for the issuance of the Distributed Securities.

- (3) The Wallbridge Group Permitted Holders shall have the right, exercisable by the Wallbridge Group Representative (for and on behalf of the Wallbridge Group Permitted Holders) within 5 Business Days after receipt by the Wallbridge Group Representative of a Distribution Notice pursuant to Section 5.1(2), by delivering a subscription notice to the Company (the “**Pre-Emptive Right Subscription Notice**”) setting out the number of Distributed Securities for which each applicable Wallbridge Group Permitted Holder wishes to subscribe; provided, that if the Company proposed to effect a bought deal Distribution, the Wallbridge Group Representative must deliver a Pre-Emptive Right Subscription Notice within 48 hours.
- (4) In the event that the Company expects to complete the applicable Distribution, no later than three Business Days prior to the expected closing date thereof, the Company shall deliver a written notice to the Wallbridge Group Representative confirming: (a) the expected closing date thereof; and (b) the number of Distributed Securities allocated to the applicable Wallbridge Group Permitted Holders and the aggregate subscription price therefor. The Wallbridge Group Representative (for and on behalf of the Wallbridge Group Permitted Holders) shall, on or prior to the closing date of the Distribution, deliver or cause to be delivered to the Company (or as the Company may otherwise direct) a certified cheque, bank draft or wire transfer of immediately available funds in the amount of the aggregate subscription price for the Distributed Securities allocated to the Wallbridge Group Permitted Holders, and the Company shall issue, or shall cause the issuance of, such Distributed Securities to the applicable Wallbridge Group Permitted Holders concurrently with the closing of the Distribution.

Section 5.2 Top-Up Right.

- (1) For so long as the Wallbridge Group Permitted Holders have the right to designate Wallbridge Director Nominees pursuant to Section 2.2(1), in connection with any Exempt Distribution, all or any of the Wallbridge Group Permitted Holders shall have the right, but not the obligation (the “**Top-Up Right**”), exercisable in accordance with Section 5.2(3), to subscribe for up to an aggregate number of Shares and/or Convertible Securities, as applicable, on the same terms and conditions as all other participants in the Exempt Distribution; provided, that the price shall be equal to the volume weighted average price for the sale of Common Shares for the five trading days preceding the delivery of the Top Up Right Offer Notice (subject to approval of the CSE), but excluding any underwriting commissions and discounts to the extent not payable by the Company in relation to the securities issued on the exercise of the Pre-Emptive Right, it being agreed that the Company shall use its commercially reasonable efforts to have such charges not apply to the Wallbridge Group Permitted Holders), *mutatis mutandis*, determined in accordance with the following formula:

$$A = (B / 1 - C) - B$$

For purposes of the foregoing formula, the following definitions shall apply:

- A** means the aggregate number of Shares and/or Convertible Securities for which the Wallbridge Group Permitted Holders have the right to subscribe pursuant to the Top-Up Right, expressed as a positive number;

- B** means the aggregate number of Shares and/or Convertible Securities issued in connection with the Exempt Distribution expressed as a positive number; and
- C** means the Partially Diluted Ownership Percentage of the Wallbridge Group Permitted Holders, calculated as of immediately prior to the closing of the Exempt Distribution (for greater certainty, expressed for purposes of this formula as a number to four decimal places - *e.g.*, 19.99% shall be expressed as 0.1999).
- (2) Concurrently with and, in any event, no later than two Business Days following (a) the end of each fiscal year of the Company or (b) if the Wallbridge Group Permitted Holders' Partially Diluted Ownership Percentage is reduced by more than 2% in the aggregate solely as a result of one or more Exempt Distributions contemplated in Section 5.2(1) that have been completed since the end of the most recently completed fiscal year, the closing of the most recent Exempt Distribution or (c) if Securities Laws do not permit the exercise in full of the Top-Up Right until the passage of a prescribed period of time, the later of: (i) the time implied by (a) and (b) above; and (ii) 5 Business Days prior to the expiry of such prescribed period of time, as applicable, the Company shall deliver to the Wallbridge Group Representative a Distribution Notice, which Distribution Notice shall: (A) specify the total number and type of Shares and/or Convertible Securities which were issued in connection with the Exempt Distribution; (B) specify the rights, privileges, restrictions, terms and conditions of such Shares and/or Convertible Securities; and (C) specify the price at which such Shares and/or Convertible Securities were issued.
- (3) The Wallbridge Group Permitted Holders shall have the right, exercisable by the Wallbridge Group Representative (for and on behalf of the Wallbridge Group Permitted Holders) within 5 Business Days after receipt by the Wallbridge Group Representative of a Distribution Notice pursuant to Section 5.2(2), by delivering a subscription notice to the Company (the "**Top-Up Right Subscription Notice**") setting out: (a) the number of Shares and/or Convertible Securities for which the Wallbridge Group Permitted Holders wish to subscribe; and (b) the desired closing date for the issuance of such Shares and/or Convertible Securities (which date shall not be earlier than 5 Business Days after receipt by the Company of the Top-Up Right Subscription Notice and not earlier than, if applicable, the passage of the prescribed period of time referenced in Section 5.2(2)).
- (4) The Wallbridge Group Representative (for and on behalf of the Wallbridge Group Permitted Holders) shall, on or prior to the desired closing date for the issuance of the Shares and/or Convertible Securities set out in the Top-Up Right Subscription Notice, deliver or cause to be delivered to the Company (or as the Company may otherwise direct) a certified cheque, bank draft or wire transfer of immediately available funds in the amount of the aggregate subscription price in respect of such Shares and/or Convertible Securities, and the Company shall issue, or shall cause the issuance of, such Shares and/or Convertible Securities to the applicable Wallbridge Group Permitted Holders on the desired closing date for such issuance as set out in the Top-Up Right Subscription Notice.

Section 5.3 Required Approvals.

In the event that the approval of the Stock Exchange or any other Governmental Authority is required in connection with (1) any exercise by the Wallbridge Group Representative (for and on behalf of the Wallbridge Group Permitted Holders) of the Pre-Emptive Right or the Top-Up Right, or (2) any issuance of Shares and/or Convertible Securities by the Company or any of its Subsidiaries to the Wallbridge Group Permitted Holders pursuant thereto, the Company shall use its commercially reasonable efforts to obtain any such approval as promptly as practicable. For clarity, the Company shall not be required to seek shareholder approval for issuances pursuant to this Article 5 that would require shareholder approval pursuant to Securities Laws (but only to the extent that the participation of the Wallbridge Group Permitted Holders triggers such requirement).

ARTICLE 6 REGISTRATION RIGHTS

Section 6.1 Piggyback Registration Rights.

For so long as the Wallbridge Group Permitted Holders have the right to designate Wallbridge Director Nominees pursuant to Section 2.2(1), if the Company proposes to make a Prospectus Distribution, whether for its own account or for the account of any Company Shareholders (or both), the Company shall, at that time, promptly give the Wallbridge Group Representative written notice (the "**Piggyback Notice**") of the proposed Prospectus Distribution, which Piggyback Notice shall include the proposed timing of, and the price and number of Shares subject to, the proposed Prospectus Distribution. Upon the written request of the Wallbridge Group Representative to the Company specifying that the Wallbridge Group Permitted Holders wish to include all or a specified portion of the Registrable Securities held by the Wallbridge Group Permitted Holders (each, a "**Piggyback Shareholder**") in the Prospectus Distribution, which request must be delivered by the Wallbridge Group Representative to the Company within 15 Business Days after receipt of the Piggyback Notice (provided, that if the Company proposes to effect the Prospectus Distribution as a bought deal, the Wallbridge Group Representative shall respond within 48 hours), the Company will cause the Registrable Securities requested to be qualified by such Piggyback Shareholders to be included in the Prospectus Distribution (a "**Piggyback Registration**"), and the procedures in Schedule A shall apply to any Piggyback Registration.

Section 6.2 Underwriters' Cutback.

If, in connection with a Piggyback Registration, the lead underwriter or underwriters shall impose a limitation on the number of securities which may be included in any such Prospectus Distribution because, in its or their reasonable judgment, as applicable, the inclusion of securities requested to be included in such Prospectus Distribution exceeds the number of securities which can be sold in an orderly manner in such Prospectus Distribution (the "**Maximum Offering Size**"), then the Company shall include Common Shares in such qualification for distribution in the following priority to the extent possible, without causing the distribution to exceed the Maximum Offering Size: (a) first, such securities the Company proposes to sell from treasury; and (b) second, after allowing for the inclusion of all of the

securities required under paragraph (a), such Common Shares requested to be qualified for distribution by the Piggyback Shareholder.

Section 6.3 Withdrawal of Registrable Securities.

- (1) Each Participating Shareholder will have the right to withdraw its request for inclusion of all or any portion of its Registrable Securities in any Piggyback Registration pursuant to Section 6.1 by the Wallbridge Group Representative (for and on behalf of the Participating Shareholder(s)) providing written notice to the Company of such request to withdraw; provided, that:
 - (a) subject to Section 6.3(2), such written notice must be delivered by the Wallbridge Group Representative prior to the execution of the definitive bought deal letter or underwriting agreement, as applicable, with respect to such Prospectus Distribution; and
 - (b) such withdrawal will be irrevocable and, after making such withdrawal, such Participating Shareholder will no longer have any right to include such withdrawn Registrable Securities in the Prospectus Distribution pertaining to which such withdrawal was made.
- (2) Notwithstanding Section 6.3(1)(a), if a Participating Shareholder becomes aware of a material adverse change in the condition, business and/or prospects of the Company and/or any of its Subsidiaries at any time prior to the closing of the applicable Prospectus Distribution to which a Piggyback Registration relates, such Participating Shareholder will have the right to withdraw its request for inclusion of all or any portion of its Registrable Securities in such Piggyback Registration pursuant to Section 6.1 or Section 6.1 by the Wallbridge Group Representative (for and on behalf of such Participating Shareholder) providing written notice to the Company of such request to withdraw at any time prior to the closing of such Prospectus Distribution. If a Participating Shareholder validly withdraws its request for inclusion of all of its Registrable Securities from a Piggyback Registration pursuant to this Section 6.3(2), such Participating Shareholder shall be deemed not to have participated in or requested such Piggyback Registration, as applicable.
- (3) The Company shall, and shall cause its Subsidiaries to, provide notice in writing to the Wallbridge Group Representative promptly upon becoming aware of any material adverse change in the condition, business and/or prospects of the Company and/or any of its Subsidiaries in order to enable the Participating Shareholders to properly exercise their withdrawal rights pursuant to Section 6.3(2).

Section 6.4 Expenses.

All fees and expenses incurred in connection with a Piggyback Registration pursuant to Section 6.1 (excluding underwriters' discounts and commissions attributable to the Participating Shareholders' Registrable Securities sold in the Prospectus Distribution, if any, applicable transfer taxes attributable to the Participating Shareholders' Registrable Securities sold in the Prospectus Distribution, if any, and all fees and disbursements of counsel to the Participating

Shareholders) shall be borne by the Company, including: (1) fees payable to Securities Regulators and the Stock Exchange, registration, listing and filing fees relating to the Registrable Securities; (2) fees and expenses of compliance with Securities Laws; (3) printing and copying expenses; (4) messenger and delivery expenses; (5) expenses incurred in connection with any road show and marketing activities; (6) fees and disbursements of counsel to the Company; (7) fees and disbursements of all independent public accountants (including the expenses of any audit and/or "comfort" letter), and fees and expenses of any other special experts retained by or on behalf of the Company; (8) translation expenses; and (9) any other fees and disbursements of underwriters customarily paid by issuers or sellers of securities.

ARTICLE 7 DUE DILIGENCE; INDEMNIFICATION

Section 7.1 Preparation; Reasonable Investigation.

In connection with the preparation and filing of any Prospectus and/or Registration Statement in connection with a Piggyback Registration pursuant to Section 6.1, the Company shall give the Participating Shareholders and the underwriter(s) of such Prospectus Distribution, if any, and their respective counsel, auditors and other representatives, the opportunity to participate in the preparation of the Prospectus and/or Registration Statement, as applicable, and all related documents (including each amendment thereof or supplement thereto), and shall insert therein such material furnished to the Company in writing, which in the reasonable judgment of the Company and its counsel should be included, and shall give them such reasonable and customary (1) access to the Company's books and records, (2) opportunity to discuss the business of the Company and its Subsidiaries with its officers and auditors, and (3) opportunity to conduct all due diligence which the underwriter(s), if any, and their respective counsel may reasonably require in order to conduct an investigation to enable such underwriter(s) to execute any certificate required to be executed by it or them for inclusion in the Prospectus and/or Registration Statement, as applicable and all related documents; provided, that the underwriter(s), if any, agree to maintain the confidentiality of such information in accordance with Section 3.2.

Section 7.2 Indemnification by the Company.

- (1) In connection with any Piggyback Registration pursuant to Article 6, the Company will indemnify and hold harmless, to the fullest extent permitted by Law, each Participating Shareholder and its Affiliates, and each of their respective directors, officers, employees, agents, shareholders, partners and underwriters, from and against any loss, liability, claim, damage and expense whatsoever (including legal fees and expenses), including any amounts paid in settlement of any investigation, order, litigation, proceeding or claim, joint or several, incurred, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any Prospectus and/or Registration Statement, as applicable, or any amendment or supplement thereto, including all documents incorporated therein by reference, or any omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or as incurred, arising out of or based upon any failure to comply with Securities Laws (other than any failure to comply with Securities Laws by such

Participating Shareholder or underwriter, as applicable); provided, that the Company shall not be liable under this Section 7.2(1) for any settlement of any action effected without its written consent (which consent shall not be unreasonably withheld, conditioned or delayed); and, provided, further, that the indemnity provided for in this Section 7.2(1) in respect of a Participating Shareholder or underwriter shall not apply to any loss, liability, claim, damage or expense to the extent incurred, arising out of or based upon any untrue statement or omission, or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to the Company by such Participating Shareholder or underwriter stating that such information is being provided for use in the Prospectus and/or Registration Statement, as applicable. Any amounts advanced by the Company to an Indemnified Person pursuant to this Section 7.2(1) as a result of such losses will be returned to the Company if it is finally determined by a court of competent jurisdiction in a judgment not subject to appeal or final review that such Indemnified Person was not entitled to indemnification by the Company hereunder.

- (2) For greater certainty, the rights to indemnification provided in Section 7.2(1) may be exercised by each Participating Shareholder individually and separately from the rights to indemnification of the other Participating Shareholders provided in Section 7.2(1), and shall not be affected in any way by the exercise, non-exercise or waiver, in whole or in part, by any other Participating Shareholder of such rights to indemnification.

Section 7.3 Defence of Claim by Company.

Each Person entitled to indemnification from the Company under Section 7.2(1) (each, an “**Indemnified Person**”) shall give or cause to be given written notice to the Company promptly after such Indemnified Person becomes aware of any claim in respect of which indemnification may be sought under Section 7.2(1); provided, that the failure or delay to so notify the Company shall not relieve the Company from any liability which it may have to the Indemnified Person pursuant to Section 7.2(1) except to the extent that the Company is prejudiced by such failure or delay, as applicable. The Company shall assume the defence of any claim, action or other proceeding giving rise to any such claim for indemnification, including the engagement of counsel selected by the Company (to the reasonable satisfaction of the Indemnified Person) and the payment of all costs, fees and expenses relating thereto. The Indemnified Person will have the right to engage its own counsel in connection with any such claim, action or proceeding, at the expense of the Indemnified Person unless the engagement of such counsel is (1) authorized in writing by the Company in connection with the defence of such claim, action or proceeding, (2) the Company shall not have engaged counsel to take charge of the defence of such claim, action or proceeding in a reasonably timely manner, or (3) the Indemnified Person reasonably determines, based on the advice of counsel, that there may be defences available to it which are different from, or in addition to or conflict with, those available to the Company, that such claim, action or proceeding involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder or such claim, action or proceeding seeks an injunction or equitable relief against the Indemnified Person or involves actual or alleged criminal activity (in which case the Company shall not have the right to direct the defence of such claim, action or proceeding on behalf of the Indemnified Person), in any of which events the costs, fees and expenses of such counsel will be borne by the Company;

provided, that in no event shall the Company be required to pay the costs, fees and expenses of more than one law firm as counsel for all Indemnified Persons pursuant to this Section 7.3, unless in the reasonable judgment of any Indemnified Person a conflict of interest may exist between such Indemnified Person and any other of such Indemnified Person with respect to such claim, action or proceeding. The Company shall not, in the defence of any claim, action or proceeding assumed by the Company pursuant to this Section 7.3, except with the prior written consent of each Indemnified Person (which may not be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment, or enter into any settlement, which does not include as an unconditional term thereof the giving by the claimant or plaintiff, as applicable, to such Indemnified Person of a full and final release from all liability in respect to such claim, action or proceeding.

Section 7.4 Contribution.

If the indemnification provided for in Section 7.2 is unavailable to a Person that would have been an Indemnified Person under Section 7.2 in respect of any losses, liabilities, claims, damages and/or expenses referred to in this Article 7, then the Company shall, in lieu of indemnifying such Indemnified Person, contribute to the amount paid or payable by such Indemnified Person as a result of such losses, liabilities, claims, damages and/or expenses in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and such Indemnified Person, on the other hand, in connection with the statement or omission which resulted in such losses, liabilities, claims, damages and/or expenses, as well as any other relevant equitable considerations; provided, that the maximum amount of liability for such a Person who would have been an Indemnified Person shall be limited to an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such Person from the sale of Registrable Securities effected pursuant to the relevant Piggyback Registration. The relative fault will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact, or the omission or alleged omission to state a material fact, relates to information supplied by the Company or such Indemnified Person, and their relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. The amount paid or payable by a Person under this Section 7.4 as a result of the losses, liabilities, claims, damages and/or expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such Person in connection with any investigation or proceeding. The Company and the Participating Shareholder agree that it would not be just and equitable if contribution pursuant to this Section 7.4 were determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to above in this Section 7.4. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the U.S. Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 7.5 Survival.

The indemnification provided for under this Article 7 will survive the expiration or termination of this Agreement, and will remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Person, or any officer, director or

controlling Person of such Indemnified Person, and will survive any transfer of Shares and/or Convertible Securities held by such Indemnified Person or any of its Affiliates.

Section 7.6 Participating Shareholder as Trustee.

The Company hereby acknowledges and agrees that, with respect to this Article 7, each Participating Shareholder is contracting on its own behalf and as agent for the other Indemnified Persons referred to in this Article 7. In this regard, each Participating Shareholder will act as trustee for such Indemnified Persons of the covenants of the Company under this Article 7 with respect to such Indemnified Persons and accepts these trusts, and will hold and enforce those covenants, on behalf of such Indemnified Persons.

ARTICLE 8 OTHER COVENANTS

Section 8.1 Standstill.

- (1) From the date hereof until the first anniversary of the date hereof, Wallbridge shall not in any manner, directly or indirectly:
 - (a) without the prior consent of the Board, such consent being determined by a simple majority vote of the Board (excluding the vote of any Wallbridge Director Nominee): (A) commence a take-over bid for any securities of the Company; (B) publicly effect, seek, offer or propose any take-over bid, amalgamation, merger, arrangement, business combination, re-organization, restructuring or liquidation with respect to the Company or any of its subsidiaries or disposition of more than a majority of the assets of the Company; or (C) purchase any Shares or Convertible Securities, except in accordance with the Pre-Emptive Right or the Top-Up Right;
 - (b) solicit proxies from Company Shareholders or form, join or participate in a group to so solicit, other than any solicitation of proxies voting in favour of the nominees of management of the Company for election to the Board;
 - (c) advise or encourage any Person (including forming a "group" with any such Person) proposing any of the foregoing; or
 - (d) make any public announcement or take any action in furtherance of the foregoing.

Section 8.2 Transfer of Shares.

- (1) From the date hereof until the first anniversary of the date hereof, Wallbridge shall not sell, assign, transfer or otherwise dispose of (collectively, a "**Transfer**") Shares to any Person, other than:
 - (a) Transfers to Affiliates; provided, that Wallbridge shall remain responsible for the covenants, agreements and obligations of Wallbridge under this Agreement notwithstanding any such Transfer;

- (b) Transfers: (i) by way of deposit under a *bona fide* take-over bid in respect of the Shares made in compliance with Securities Laws; or (ii) in connection with a statutory plan of arrangement or other business combination involving the Company;
 - (c) in the event that the Company and/or any of its Affiliates breaches the APA in any material respect and such breach is not cured within the applicable cure period set forth therein, Transfers to any Person following the expiration of such cure period; or
 - (d) Transfers in connection with the Share Distribution.
- (2) From and after the one year anniversary of the date hereof, Wallbridge may Transfer all or any portion of the Shares held by it via: (a) *bona fide* widely distributed marketed transactions, including pursuant to a Piggyback Registration in accordance with Section 6.1; or (b) pre-arranged trades only after giving the Company 10 Business Days' prior written notice of any such proposed Transfer and an opportunity to identify and arrange for one or more purchasers to acquire all (but not less than all) of the Shares proposed to be Transferred by Wallbridge (the "**Transfer Shares**"); provided, that, (i) if the Company cannot identify and arrange one or more purchasers to acquire all (but not less than all) of the Transfer Shares within such 10 Business Day period, or (ii) Wallbridge (acting reasonably) elects not to Transfer all or any portion of the Transfer Shares to any one or more purchasers identified by the Company within such 10 Business Day period, then, in either such case, Wallbridge shall have the right to Transfer all or any portion of the Transfer Shares to any one or more Persons following the expiration of such 10 Business Day period (and, for greater certainty, notwithstanding anything contained herein, Wallbridge shall not be obligated to Transfer all or any portion of the Transfer Shares to any purchaser(s) identified by the Company or any other Person).

Section 8.3 Voting Support.

For a period of 12 months from the date of this Agreement, Wallbridge agrees to vote all Shares beneficially owned, or over which control or direction is exercised, by the Wallbridge Group at each meeting of Company Shareholders in favour of all resolutions in respect of the election of director nominees that the Board has recommended.

Section 8.4 Maintaining Listing of Common Shares.

During the term of this Agreement, the Company shall use commercially reasonable efforts to maintain the listing of the Common Shares for trading on any of the Stock Exchanges.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

Section 9.1 Representations and Warranties.

Each Party represents and warrants to the other Party that:

- (1) it is duly formed and organized and validly existing under the Laws of its jurisdiction of incorporation, and has the corporate power and capacity to own its assets, and to enter into and perform its obligations under this Agreement in accordance with the terms hereof;
- (2) this Agreement has been duly authorized, and duly executed and delivered by, such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms (assuming the due authorization, execution and delivery thereof by the other Party), subject to all bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally; and
- (3) the execution, delivery and performance of this Agreement does not and will not contravene the provisions of such Party's constituting or other organizational documents, or the provisions of any Contract to which such Party is a party or by which such Party or any of its assets may be bound.

ARTICLE 10 GENERAL PROVISIONS

Section 10.1 No Obligation to Finance.

None of the Wallbridge Group Permitted Holders shall have any obligation to provide any financing to the Company, its Subsidiaries or any of its or their respective Affiliates, or otherwise to guarantee the fulfillment of any of their respective obligations to any other Person.

Section 10.2 Governing Law and Jurisdiction.

This Agreement shall be governed by, and construed and interpreted in accordance with, the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein, without regard to conflict of Laws principles. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom), and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

Section 10.3 Share Buybacks.

The Company shall not, without the prior written consent of the Wallbridge Group Representative, acting reasonably, redeem, repurchase or otherwise acquire for cancellation, or offer to redeem, repurchase or otherwise acquire for cancellation, any Shares (a "**Share Buyback**"), where such Share Buyback would be reasonably likely to result in the Wallbridge Group Permitted Holders beneficially owning and/or controlling, directly or indirectly, 20% or more of the voting rights attached to all of the issued and outstanding Shares.

Section 10.4 All Shares Subject to this Agreement.

Wallbridge (for and on behalf of itself and each Wallbridge Group Permitted Holder) agrees that it shall be bound by the terms of this Agreement with respect to all Shares owned

and/or controlled, directly or indirectly, by Wallbridge and each other Wallbridge Group Permitted Holder from time to time.

Section 10.5 Changes in Capital of the Company.

At all times after the occurrence of any event which results in a change to the Shares and/or Convertible Securities, this Agreement will forthwith be amended and modified as necessary in order that it will apply with full force and effect, with appropriate changes, to all new securities into which the Shares and/or Convertible Securities are so changed, and the Parties will execute and deliver a supplemental agreement giving effect to and evidencing such necessary amendments and modifications.

Section 10.6 Wallbridge Group Permitted Holders Agreement to be Bound.

Each Wallbridge Group Permitted Holder that becomes a Company Shareholder must concurrently with becoming a Company Shareholder execute and deliver to the Company a counterpart copy of this Agreement, or a written agreement in form and substance satisfactory to the Parties, agreeing to be bound by this Agreement.

Section 10.7 Constating Documents.

So long as this Agreement shall remain in effect, subject to Laws, the Constating Documents shall accommodate and be subject to, and not in any respect conflict with, the rights and obligations set forth herein. In the event of any conflict or inconsistency between the terms of this Agreement, on the one hand, and the Constating Documents, on the other hand, the terms of this Agreement shall prevail to the extent of the conflict or inconsistency.

Section 10.8 Term and Termination.

- (1) This Agreement shall come into force and effect as of the date set out on the first page of this Agreement and, except as provided below, shall continue in full force and effect until the earlier of:
 - (a) the date on which the Wallbridge Group Permitted Holders cease to hold any Shares;
 - (b) the date on which this Agreement is terminated by the mutual consent of the Parties; or
 - (c) the dissolution or liquidation of the Company.
- (2) Notwithstanding the valid termination of this Agreement pursuant to Section 10.8(1):
 - (a) the provisions of Article 1, Section 3.2, Article 7 and Article 10 shall survive such termination and continue in full force and effect in accordance with their terms; and

- (b) any rights or obligations which have accrued or arisen under this Agreement prior to the effective time of such termination shall survive such termination unimpaired in accordance with the terms hereof.

Section 10.9 Notices.

- (1) Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each, a “**Notice**”) must be in writing, sent by personal delivery, courier or email, and addressed:

- (a) to the Company, at:

Archer Exploration Corp.
Suite 700, 1090 West Georgia Street
Vancouver, BC
V6E 3V7

Attention: Michael Konnert, Director
Email: [Redacted – Personal Information]

- (b) to the Wallbridge Group Representative, at:

Wallbridge Mining Company Limited
129 Fielding Road
Lively, Ontario
P3Y 1L7

Attention: Marz Kord, President and Chief Executive Officer
Email: [Redacted – Personal Information]

- (2) A Notice is deemed to be given and received on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party’s address that is not specifically changed in a Notice will be assumed not to be changed.

Section 10.10 Time of the Essence.

Time is of the essence in this Agreement.

Section 10.11 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby. The fees and expenses referred to in this Section 10.11 are those which are incurred in connection with the negotiation, preparation, execution and performance of this

Agreement and the transactions contemplated hereby, including the fees and expenses of legal counsel, accountants and other advisors.

Section 10.12 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 10.13 Entire Agreement.

This Agreement, and the other Contracts by and among the Parties and certain of their respective Affiliates contemplated hereby and thereby, constitute the entire agreement among the Parties and their respective Affiliates with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and their respective Affiliates with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, among the Parties in connection with the subject matter of this Agreement, and the other Contracts contemplated hereby and thereby, except as specifically set forth herein and therein. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 10.14 Successors and Assigns.

- (1) This Agreement becomes effective only when executed by the Parties. After that time, it is binding on and enures to the benefit of the Parties and their respective successors and permitted assigns, as applicable.
- (2) Neither this Agreement, nor any of the rights or obligations hereunder, may be assigned or transferred, in whole or in part, by the Company without the prior written consent of Wallbridge. Wallbridge may assign this Agreement, or any of its rights and/or obligations hereunder, to any of its Affiliates; provided, that Wallbridge shall remain responsible for the covenants, agreements and obligations of Wallbridge under this Agreement notwithstanding any such assignment.

Section 10.15 Third Party Beneficiaries.

Except as expressly provided in this Agreement (including Article 7), the Parties intend that: (1) this Agreement will not benefit or create any right or cause of action in favour of any Person other than (a) the Wallbridge Group Permitted Holders, and (b) the Company; and (2) no Person other than the Wallbridge Group Permitted Holders, on the one hand, and the Company, on the other hand, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or

rescind the rights granted by or under this Agreement to any Person that is not a Party, at any time and in any way whatsoever, without notice to or consent of that Person.

Section 10.16 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by both Parties.

Section 10.17 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 10.18 Injunctive Relief.

The Parties agree that irreparable harm would occur for which money damages alone would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in the event of any breach or threatened breach of this Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, and the Parties shall not object to the granting of injunctive or other equitable relief on the basis that there exists an adequate remedy at law. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to each of the Parties.

Section 10.19 Further Assurances.

Each Party shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party may reasonably require from time to time for the purpose of giving effect to this Agreement, and the transactions contemplated hereby, and shall use commercially reasonable efforts, and take all such steps as may be reasonably within its power, to implement to their full extent the provisions of this Agreement in accordance with the terms hereof.

Section 10.20 Counterparts.

This Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into on the date first above written.

ARCHER EXPLORATION CORP.

By: _____
Name:
Title:

**WALLBRIDGE MINING COMPANY
LIMITED**

By: _____
Name:
Title:

Schedule A

Registration Rights Procedures

1.1 Registration Procedures.

- (1) In connection with the Piggyback Registration obligations pursuant to the Agreement, subject to Section 6.2 of the Agreement, the Company will use commercially reasonable efforts in accordance with the Agreement to effect the qualification for the offer and sale of the Prospectus Distribution of Registrable Securities of the Participating Shareholders in one or more Canadian jurisdictions, and in connection therewith, the Company will as expeditiously as possible:
 - (a) to the extent not already prepared and filed, prepare and file in the English language and, if required, French language, with the Canadian Securities Regulators a Prospectus in compliance with Securities Laws, relating to the Piggyback Registration, including all exhibits, financial statements and such other related documents required by the Canadian Securities Regulators to be filed therewith, and use its commercially reasonable efforts to cause the applicable Canadian Securities Regulator or Canadian Securities Regulators to issue a receipt for such Prospectus, if applicable; and the Company will furnish to the Participating Shareholders and the lead underwriter or underwriters, if any, copies of such Prospectus and any amendments or supplements thereto in the form filed with the Canadian Securities Regulators, promptly after the filing of such Prospectus and any amendment or supplement thereto;
 - (b) prepare and file with the Canadian Securities Regulators such amendments or supplements to the Prospectus as may be necessary to complete the Prospectus Distribution of all such Registrable Securities and as required under the Securities Act or under any applicable provisions of Securities Laws;
 - (c) notify the Participating Shareholders and the lead underwriter or underwriters, if any, and (if requested) confirm such advice in writing, as soon as practicable after notice thereof is received by the Company: (i) when the Prospectus or any amendment or supplement thereto has been filed or a receipt has been issued, and furnish to the Participating Shareholders and lead underwriter or underwriters, if any, with copies thereof; (ii) of any request by the Canadian Securities Regulators for amendments to the Prospectus or for additional information; (iii) of the issuance by the Canadian Securities Regulators of any stop order or cease trade order relating to the Prospectus or any order preventing or suspending the use of any Prospectus or the initiation or threatening of any proceedings for such purposes; and (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in jurisdiction or the initiation or threatening of any proceeding for such purpose;
 - (d) promptly notify the Participating Shareholders and the lead underwriter or underwriters, if any, when the Company becomes aware of the happening of any

event as a result of which the Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement therein (in the case of the Prospectus in light of the circumstances under which they were made) when such Prospectus was delivered not misleading, fails to constitute full, true and plain disclosure of all material facts regarding the Registrable Securities when such Prospectus was delivered or if for any other reason it will be necessary during such time period to amend the Prospectus in order to comply with Securities Laws and, in either case as promptly as practicable, prepare and file with the Canadian Securities Regulators, and furnish to the Participating Shareholders and the managing underwriters or underwriters, if any, a supplement or amendment to such Prospectus which will correct such statement or omission or effect such compliance;

- (e) use commercially reasonable efforts to obtain the withdrawal of any stop order, cease trade order or other order against the Company or affecting the securities of the Company suspending the use of any Prospectus or suspending the qualification of any Registrable Securities covered by the Prospectus, or the initiation or the threatening of any proceedings for such purposes;
- (f) furnish to the Participating Shareholders and each lead underwriter or underwriters, if any, without charge, one executed copy and as many conformed copies as they may reasonably request, of the Prospectus, including financial statements and schedules and all documents incorporated therein by reference, and provide the Participating Shareholders and their respective counsel with a reasonable opportunity to review and provide comments to the Company on the Prospectus;
- (g) deliver to the Participating Shareholders and the underwriters, if any, without charge, as many commercial copies of the Prospectus and any amendment or supplement thereto as such Persons may reasonably request (it being understood that the Company consents to the use of the Prospectus or any amendment or supplement thereto by each of the Participating Shareholders and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto) and such other documents as the Participating Shareholders may reasonably request in order to facilitate the disposition of the Registrable Securities by such Person;
- (h) on or prior to the date on which a receipt is issued for the Prospectus by the applicable Canadian Securities Regulators, use commercially reasonable efforts to qualify, and cooperate with the Participating Shareholders, the lead underwriter or underwriters, if any, and their respective counsel in connection with the qualification of, such Registrable Securities for offer and sale under the Securities Laws of each Qualifying Jurisdiction, as any such Person or underwriter reasonably requests in writing; provided, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is

not then so qualified or to take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject;

- (i) in connection with any underwritten offering enter into customary agreements, including an underwriting or agency agreement with the underwriter or underwriters, such agreements to contain such representations and warranties by the Company and such other terms and provisions as are customarily contained in underwriting or agency agreements, as applicable, with respect to secondary distributions and indemnification provisions and/or agreements substantially consistent with Article 7, but in any event, which agreements will contain provisions for the indemnification by the underwriter or underwriters in favour of the Company with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Prospectus included in reliance upon and in conformity with written information furnished to the Company by any underwriter in writing;
- (j) as promptly as practicable after filing with the Canadian Securities Regulators any document which is incorporated by reference into the Prospectus, provide copies of such document to the Participating Shareholders and their respective counsel and to the lead underwriter or underwriters, if any;
- (k) in connection with a short form prospectus offering, file, and to not withdraw, a notice declaring its intention to be qualified to file a short form prospectus as soon as permitted by Securities Laws;
- (l) furnish to the Participating Shareholders and the lead underwriter or underwriters, if any, and such other Persons as the Participating Shareholders may reasonably specify, such corporate certificates, satisfactory to the Participating Shareholders acting reasonably, as are customarily furnished in securities offerings, and, in each case, covering substantially the same matters as are customarily covered in such documents in the relevant jurisdictions and such other matters as the Participating Shareholders may reasonably request;
- (m) provide and cause to be maintained a transfer agent and registrar for such Common Shares not later than the date a receipt is issued for the final Prospectus by the applicable Canadian Securities Regulators and use its best efforts to cause all Common Shares covered by the Prospectus to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;
- (n) take such other actions and execute and deliver such other documents as may be reasonably necessary to give full effect to the rights of each Participating Shareholder under the Agreement; and
- (o) take no direct or indirect action prohibited by OSC Rule 48-501 – *Trading during Distributions, Formal Bids and Share Exchange Transactions*; provided, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable.

- (2) In connection with the Piggyback Registration obligations pursuant to the Agreement, the Company may, at its option, elect to file a Registration Statement with the SEC in order to qualify the offer and sale of Registrable Securities of the Participating Shareholders in the United States (and other Securities Laws or “blue sky” Laws). In such an event, the Company shall notify the Participating Shareholders and the lead underwriter or underwriters of such election, and this Schedule A shall apply to the filing thereof and Prospectus Distribution pursuant thereto, *mutatis mutandis*.

1.2. Participating Shareholders’ Obligations.

- (1) The Company may require the Participating Shareholders to furnish to the Company such information regarding the Prospectus Distribution of such Registrable Securities and such other information relating to the Participating Shareholders and their respective beneficial ownership of Shares as the Company may from time to time request in writing in order to comply with Securities Laws in each jurisdiction in which a Piggyback Registration is to be effected. The Participating Shareholders agree to promptly furnish such information to the Company and to cooperate with the Company as necessary to enable the Company to comply with the provisions of the Agreement and Securities Laws. The Participating Shareholders will promptly notify the Company when a Participating Shareholder becomes aware of the happening of any event (insofar as it relates to such Participating Shareholder or information provided by such Participating Shareholder in writing for inclusion in the applicable Prospectus and, if applicable, Registration Statement) as a result of which the Prospectus and, if applicable, Registration Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement therein (in the case of the Prospectus and, if applicable, Registration Statement in light of the circumstances under which they were made) when such Prospectus and, if applicable, Registration Statement was delivered not misleading or, if for any other reason it will be necessary during such time period to amend or supplement the Prospectus and, if applicable, Registration Statement in order to comply with Securities Laws.
- (2) Each Participating Shareholder, if requested by the underwriter or underwriters of such Prospectus Distribution, if any, agrees to become bound by and to execute and deliver a lock-up agreement restricting such Participating Shareholder’s right, for a period of time not to exceed 90 days, to: (a) transfer, directly or indirectly, any Shares or any securities convertible into or exercisable or exchangeable for such Shares; or (b) enter into any swap or other arrangement that transfers to another any of the economic consequences of beneficially ownership of Shares. Notwithstanding the foregoing, such lock-up agreement shall not apply to: (i) transfers to an Affiliate; provided, however, that in any such case, it shall be a condition to the transfer that such transferee execute an agreement stating that the transferee is receiving and holding such Shares subject to the provisions of the lock-up agreement; (ii) conversions of Shares into other classes of shares without change of beneficial ownership; (iii) transactions relating to Registrable Securities in open market transactions after the date hereof; or (iv) any Registrable Securities sold pursuant to a Prospectus and, if applicable, Registration Statement for such Prospectus Distribution.

- (3) In addition, the Participating Shareholders shall, if required under Securities Laws, execute any certificate forming part of a Prospectus and, if applicable, Registration Statement to be filed with the applicable Securities Regulators.
- (4) In connection with any underwritten offering in connection with a Piggyback Registration, Participating Shareholders shall enter into customary agreements, including an underwriting or agency agreement with the lead underwriter or underwriters, such agreements to contain such representations and warranties by the Participating Shareholders and such other terms and provisions as are customarily contained in underwriting or agency agreements, as applicable, with respect to secondary distributions and/or indemnification provisions or agreements substantially consistent with Article 7, but in any event, which agreements will contain provisions for the indemnification by the underwriter or underwriters in favour of the Participating Shareholders with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Prospectus and, if applicable, Registration Statement included in reliance upon and in conformity with written information furnished to the Company by the underwriter in writing.

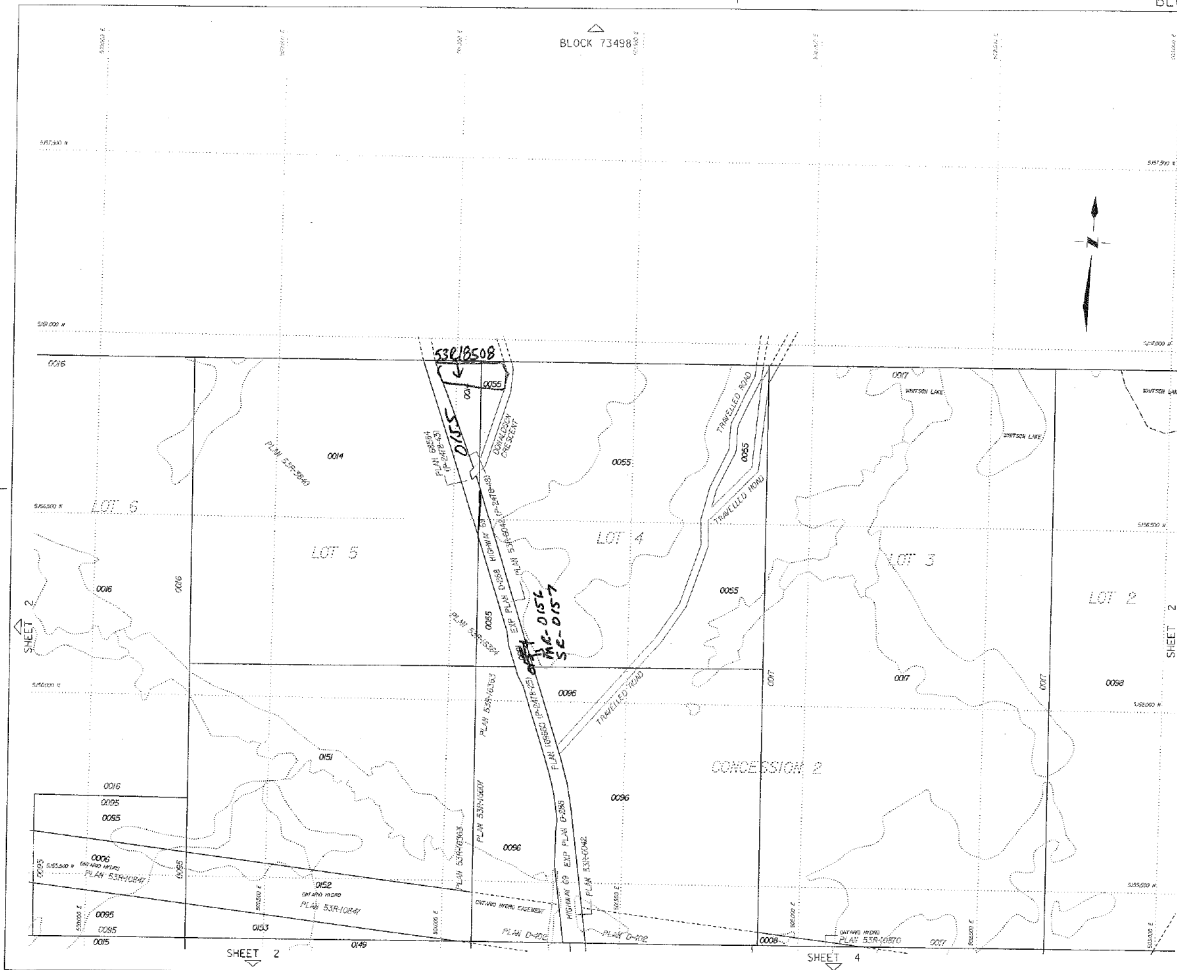
**Schedule E
Properties**

[Redacted - Prejudicial Information]

Schedule F
Purchased Assets

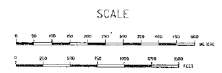
1. The interests of the Vendor in all property, assets and rights ancillary to the Properties to which the Vendor is entitled including, but not limited to, the interests of the Vendor in:
 - (a) any and all studies pertaining to the Properties, including all geological, resource, reserve, mining and product quality studies; and socio-economic, environmental, transportation, infrastructure, power, market and financial studies;
 - (b) all Licenses that are applicable to the Properties;
 - (c) all books, records, data and other information relating to the Properties, including accounting records, plans, drawings and specifications;
 - (d) all right, title, benefit and interest of the Vendor in and to all of the patents, trademarks, copyrights, designs, inventions, licences, sub-licences, processes, technology and other industrial property of or used in connection with the Properties; and
 - (e) all pre-paid expenses and deposits relating to the Properties, including all pre-paid taxes, rentals, licence fees and water rates, as well as pre-paid purchases of gas, oil and hydro.
2. [Redacted - Prejudicial Information].
3. The assets as listed in the PDF attached hereto:

BLOCK 73498



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73497 - SHEET 3
ON NOVEMBER 1, 2005



PROPERTY INDEX MAP
BLOCK 73497
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

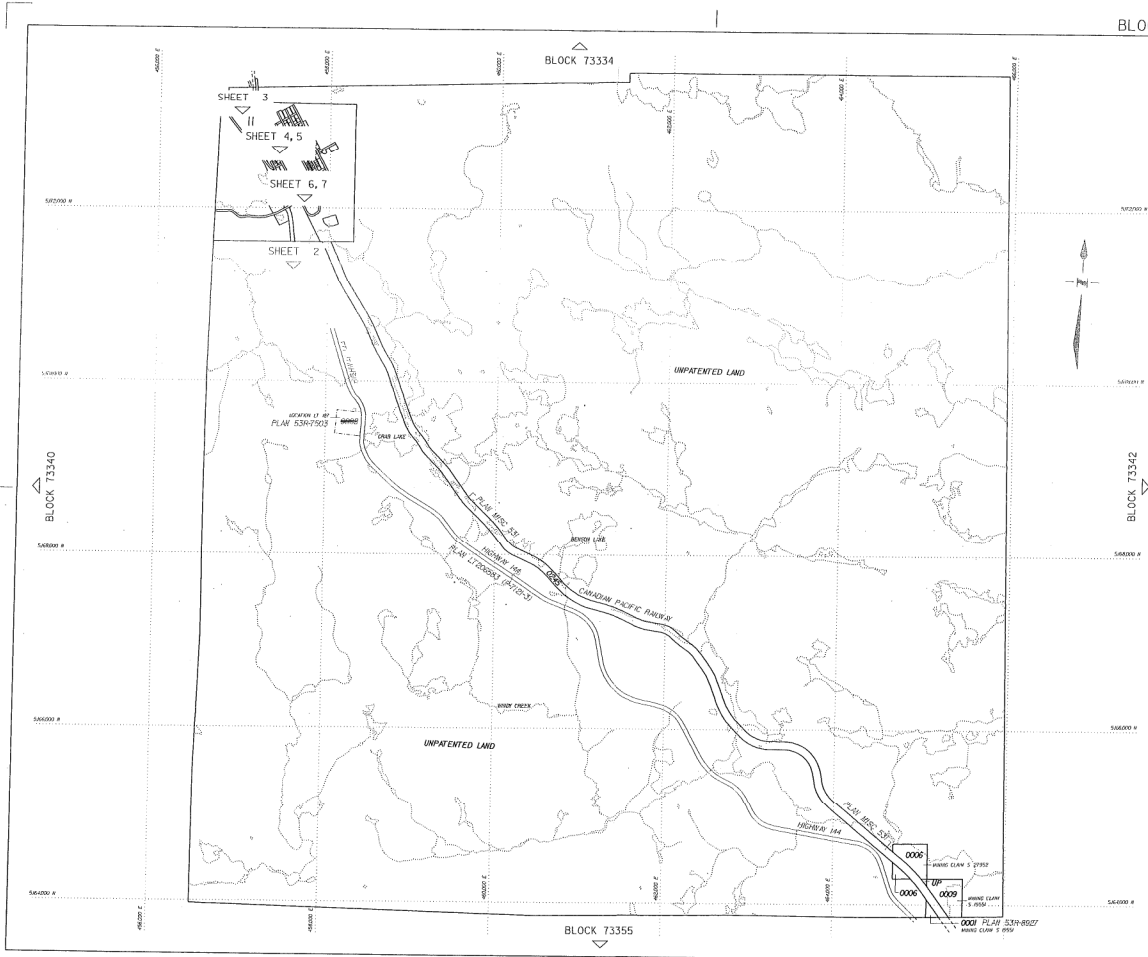
FIELD PROPERTY BOUNDARY	---
LEGASCO PROPERTY BOUNDARY	----
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FIELD PROPERTY NUMBER	0007
LEGASCO PROPERTY NUMBER	0007
NATURAL RESOURCE PROPERTY NUMBER	0007
TOWNSHIP TIER	-----
STRAIGHT LINE	-----
EXISTENCE	-----
NEW GRID	0000000
ADJOINING MAP NUMBER	0000000

THE GRID NUMBER FOR ANY PROPERTY (E.G. 0008 - 047) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE YEAR (047) WHICH INDICATES THE YEAR IN WHICH THE PROPERTY WAS ACQUIRED.

NOTES

NOTES APPLICABLE TO THIS MAP:
UNLESS OTHERWISE SPECIFIED, THE PROJECTIONS OF ALL COORDINATES ARE IN UTM.
THIS IS NOT A PLAN OF SURVEY.
THE MAP WAS COMPILED FROM PLATS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN CHECKED FOR PROPERTY NUMBERING ONLY.
THE BOUNDARIES OF PROPERTY BOUNDARIES ARE SHOWN AS DOTTED LINES.
ONLY MAJOR EASEMENTS ARE SHOWN.
REFERENCE PLANS SHOWN HAVE THEIR REFERENCE PLANS AND NOT IDENTIFIED.

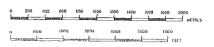
5000



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 7334I - SHEET 1
ON DECEMBER 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 7334I
TOWNSHIP OF
CARTIER
DISTRICT OF SUDBURY
(OFFICE 53)

LAST REVISION USED	
DATE	DESCRIPTION
02/06/05	02/06/05

LEGEND

- FREEDLAND PROPERTY BOUNDARY
- LEASHELD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREEDLAND PROPERTY NUMBER 0000
- LEASHELD PROPERTY NUMBER 0000
- NATURAL RESOURCE PROPERTY NUMBER 0000
- TOWNSHIP FABRIC
- STREAMS/RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER BLOCK 344

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G., 0008 - 040) IS COMPOSED OF THE MAP BLOCK NUMBER (BLOCK) AND THE FOUR-DIGIT NUMBER (040) WHICH APPEARS IN EACH RETRIEVED PROPERTY.

NOTES

NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 79°W

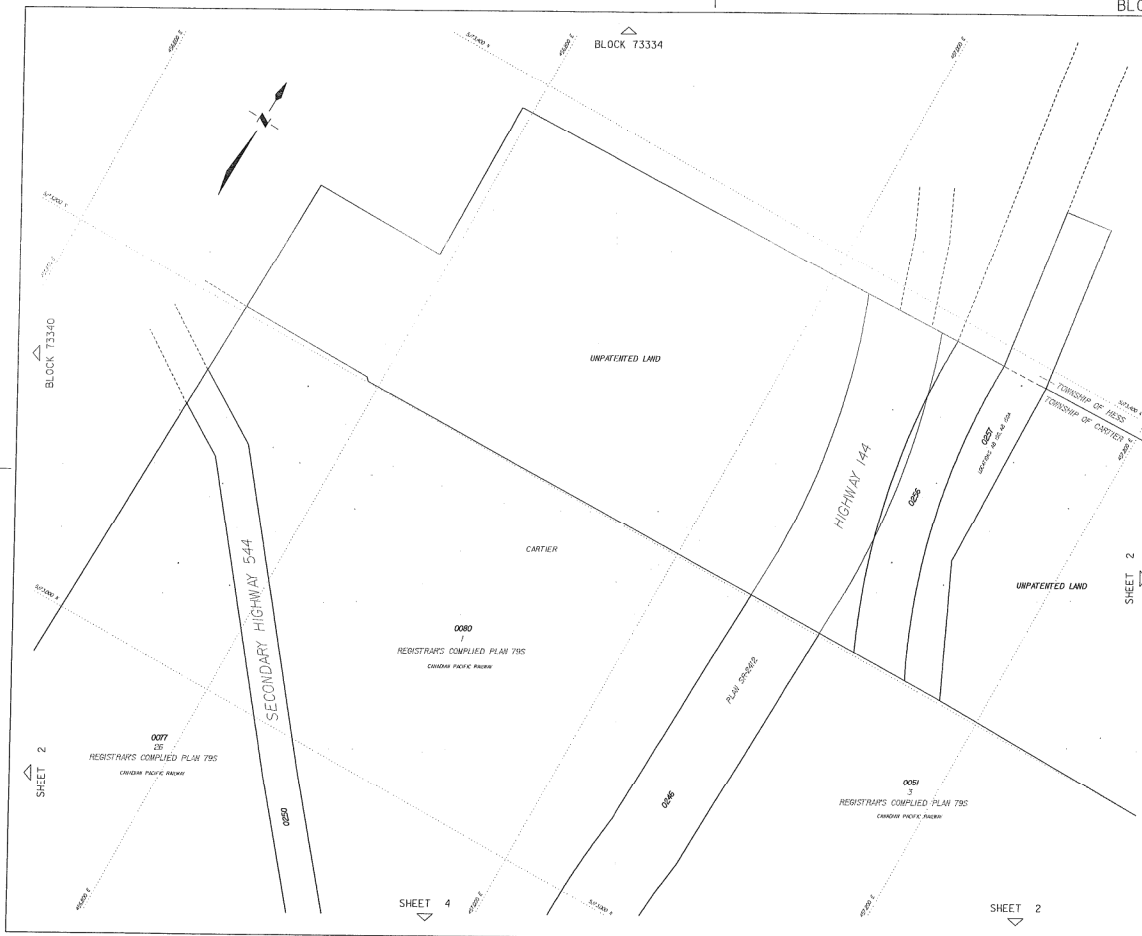
THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
REVIEW PURPOSES ONLY

FOR DETERMINING OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY IN A JOURNAL ENTRIES
AND SHEETS

REFERENCE PLANS UNDER THE MORE RECENT
REFERENCE PLANS ARE NOT SHOWN

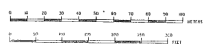
20000



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73341 - SHEET 3
ON DECEMBER 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73341
TOWNSHIP OF
CARTIER
DISTRICT OF SUDBURY
(OFFICE 53)

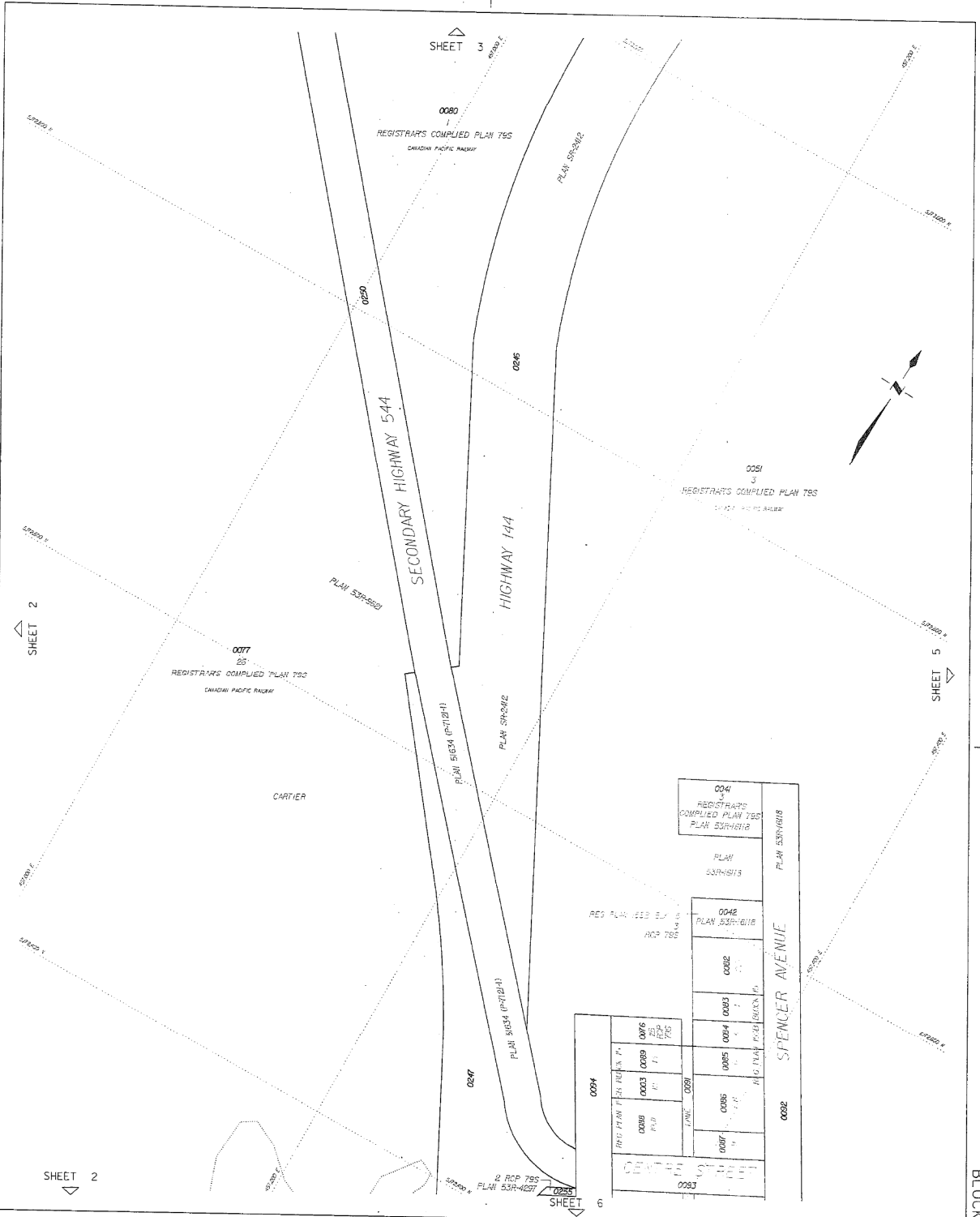
LEGEND

- FRIENDED PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRIENDED PROPERTY NUMBER
- LEASEHOLD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS/RIVERS
- EASEMENT
- UTM GRID
- ADDRESS MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0000 - 040) IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE TRIP-DOT NUMBER (040) WHICH APPEARS IN EACH ACTIVATED PROPERTY

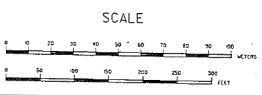
NOTES

- NORTH ARROW: BRITISH 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL, MERIDIAN 8°00' W
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MARKING PURPOSES ONLY
- FOR BOUNDARIES OF PROPERTY SUBDIVISIONS SEE REGISTERED PLANS AND DOCUMENTS ONLY - MAJOR EASEMENTS ARE SHOWN
- REFERENCE PLANS UNDERLYING MAPS RECEIVED
- REFERENCE PLANS ARE NOT RECORDED




 MINISTRY OF
 CONSUMER AND
 BUSINESS
 ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
 PROPERTIES EXISTING IN
 BLOCK 73341 - SHEET 4
 ON DECEMBER 1, 2004



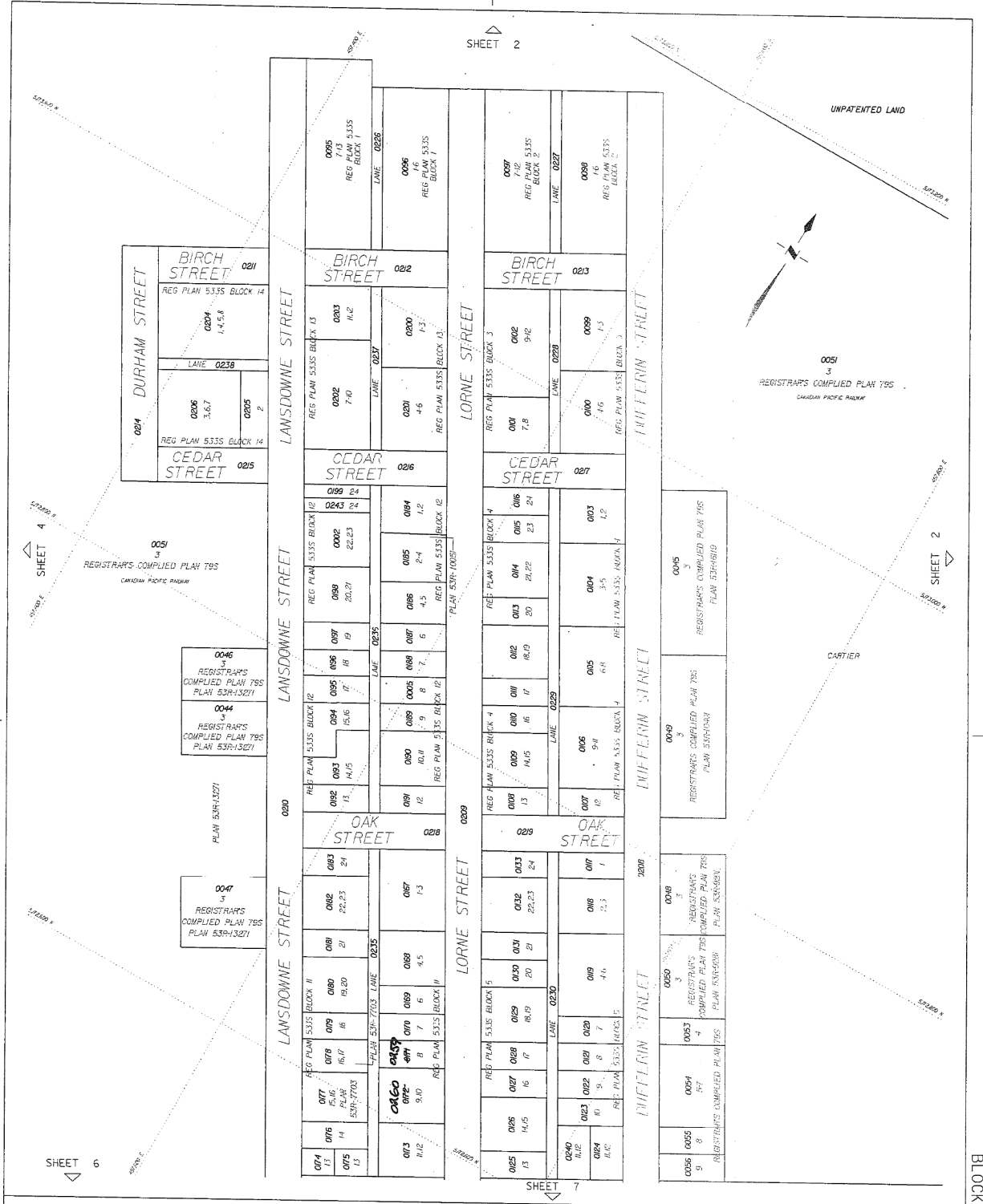
PROPERTY INDEX MAP
BLOCK 73341
TOWNSHIP OF
CARTIER
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FREHOLD PROPERTY BOUNDARY	—————
LEASEHOLD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FREHOLD PROPERTY NUMBER	0047
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	—————
STREAMS, RIVERS	~~~~~
ESEWENT	—————
UTM GRID	—————
ADJOINING MAP NUMBER	0047

NOTES
 NORTH AMERICAN DATUM 1983
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 17 CENTRAL MERIDIAN 80°00'W
 THIS IS NOT A PLAN
 OF SURVEY
 THIS MAP HAS COMPILED FROM PLANS AND
 DOCUMENTS RECORDED IN THE LAND REGISTRY
 SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
 INDEXING PURPOSES ONLY
 THE DIMENSIONS OF PROPERTY BOUNDARIES
 SEE RECORDED PLANS AND DOCUMENTS
 ONLY MAJOR EASEMENTS
 ARE SHOWN
 REFERENCE PLANS UNDERLYING MORE RECENT
 REFERENCE PLANS ARE NOT IDENTIFIED

THE LINES IDENTIFIED FOR ANY PROPERTY (E.G. 0028 - 0047)
 IS COMPILED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR
 DIGIT NUMBER (047) WHICH APPEARS IN EACH SECTION PROPERTY



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73341 - SHEET 5
ON DECEMBER 1, 2004

PROPERTY INDEX MAP
BLOCK 73341
TOWNSHIP OF
CARTIER
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FREEHOLD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FREEHOLD PROPERTY NUMBER	0247
LEASEHOLD PROPERTY NUMBER	0247
NATURAL RESOURCE PROPERTY NUMBER	0247
TOWNSHIP FABRIC	---
STREAMS, RIVERS	---
EASEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	---

NOTES

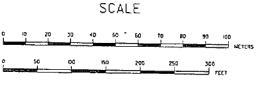
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 87°00' W

THIS IS NOT A PLAN
OF SURVEY

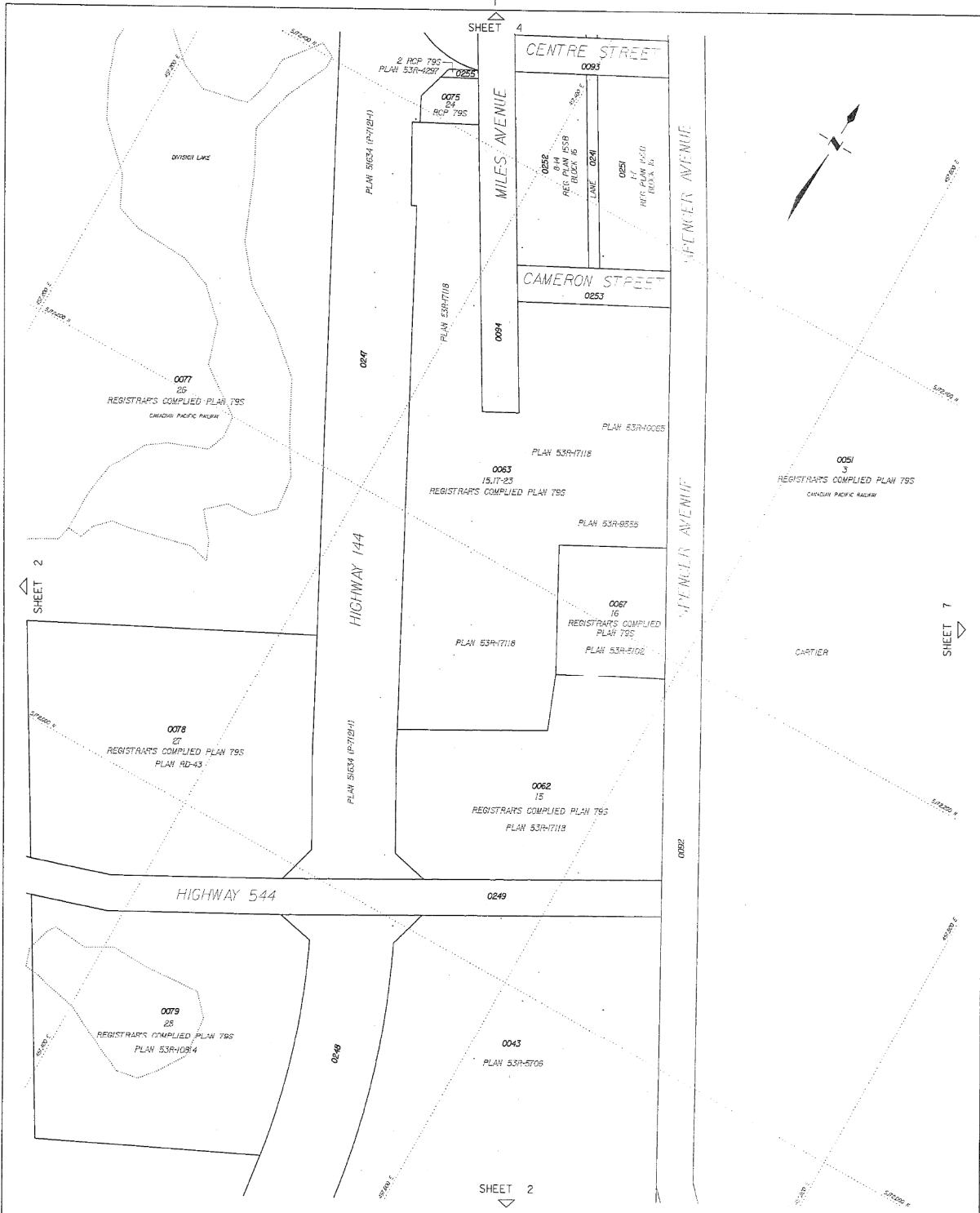
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
IDENTIFICATION PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS SHOWING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

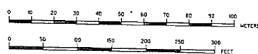


THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0208 - 047)
IS COMPOSED OF THE MAP BLOCK NUMBER (0208) AND THE FOUR
DIGIT NUMBER (047) WHICH APPEARS IN EACH ACTIVATED PROPERTY



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 7334I - SHEET 6 ON DECEMBER 1, 2004

SCALE



PROPERTY INDEX MAP
 BLOCK 7334I
 TOWNSHIP OF
 CARTIER
 DISTRICT OF SUDBURY
 (OFFICE 53)

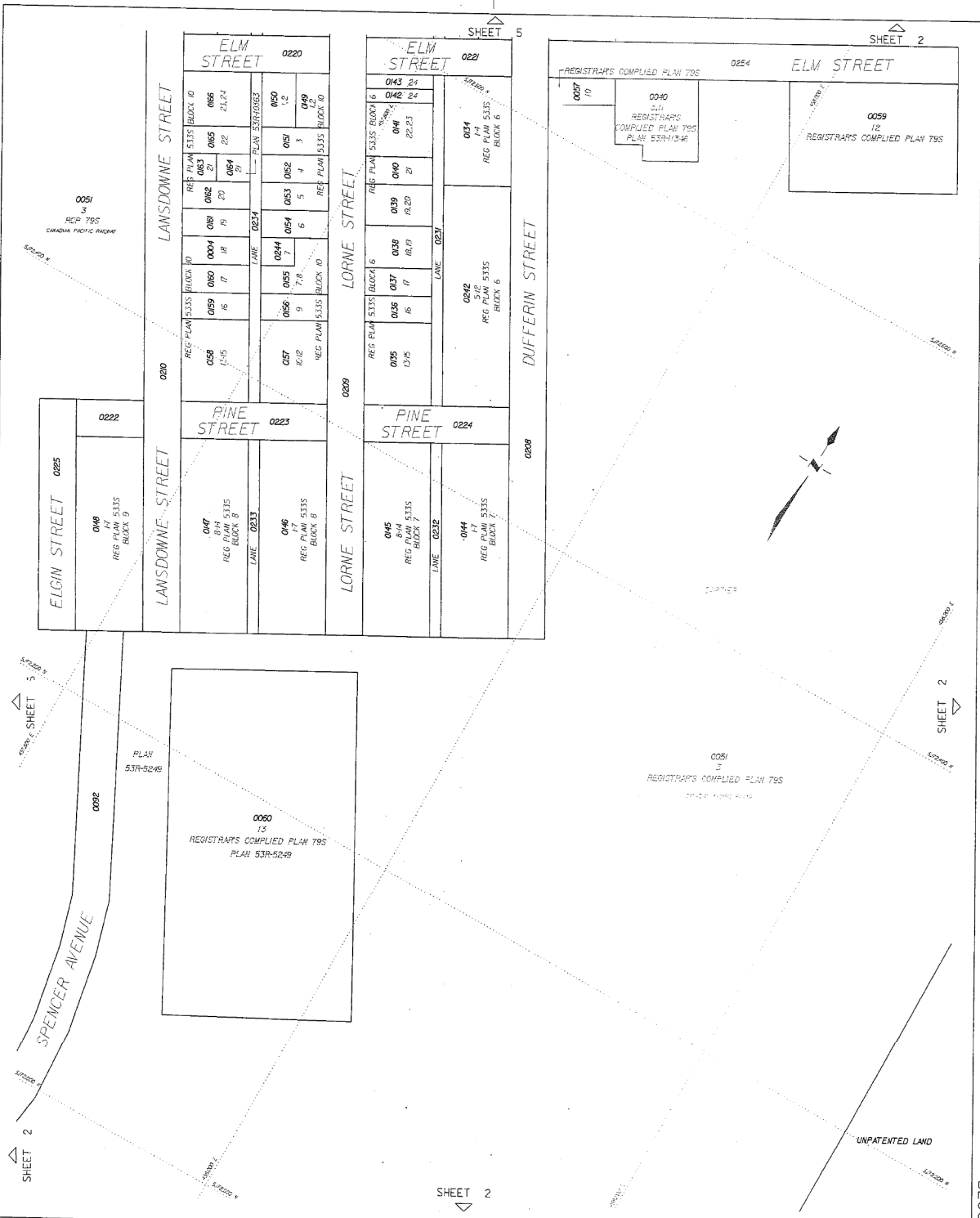
LEGEND

- FREED-HOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREED-HOLD PROPERTY NUMBER
- LEASEHOLD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP PUBLIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

NOTES

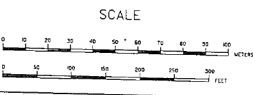
NORTH AMERICAN DATUM 1983
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 17 CENTRAL MERIDIAN 8°00' W
 THIS IS NOT A PLAN OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS REGISTERED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY
 FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
 ONLY MAJOR EASEMENTS ARE SHOWN
 REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0025 - 0047) IS COMPOSED OF THE MAP BLOCK NUMBER (0025) AND THE FOUR DIGIT NUMBER (0047) WHICH APPEARS ON THE REGISTERED PROPERTY



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

PROPERTY INDEX MAP
BLOCK 73341
TOWNSHIP OF
CARTIER
DISTRICT OF SUDBURY
(OFFICE 53)



LEGEND

FREEDHOLD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FREEDHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	-----
STREETS, PAVES	-----
EASEMENT	-----
UTM GRID	-----
ADJOINING MAP NUMBER	-----

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 80°00' W

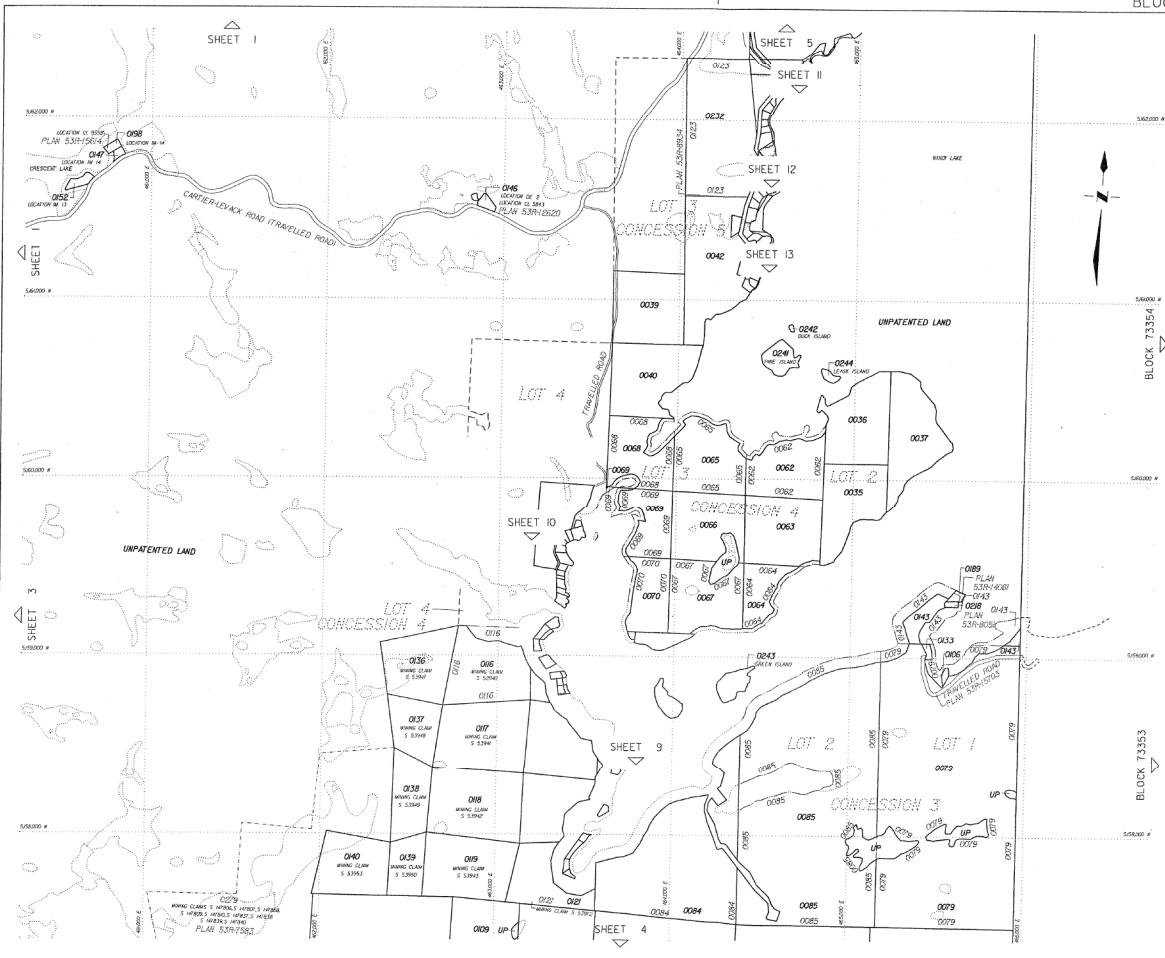
THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY. MAJOR EASEMENTS
ARE SHOWN.

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED.

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 00000 - 0001) IS COMPOSED OF THE MAP BLOCK NUMBER (00000) AND THE FOUR DIGIT NUMBER (0001) WHICH APPEARS IN PRINT IDENTIFIED PROPERTY



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73355 - SHEET 2
ON DECEMBER 1, 2004



PROPERTY INDEX MAP
BLOCK 73355
TOWNSHIP OF
CASCADEN
DISTRICT OF SUDBURY
(OFFICE 53)

- LEGEND**
- FRENCH PROPERTY BOUNDARY
 - LEASOLD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRENCH PROPERTY NUMBER 0147
 - LEASOLD PROPERTY NUMBER 0147
 - NATURAL RESOURCE PROPERTY NUMBER 0147
 - TOWNSHIP FISCAL EXEMPTION
 - STREAMS, RIVERS
 - EXEMPTION
 - UTM GRID
 - ADJACENT MAP NUMBER

NOTES

NORTH AMERICAN DATUM 1983
OFFICIAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 81°00' W

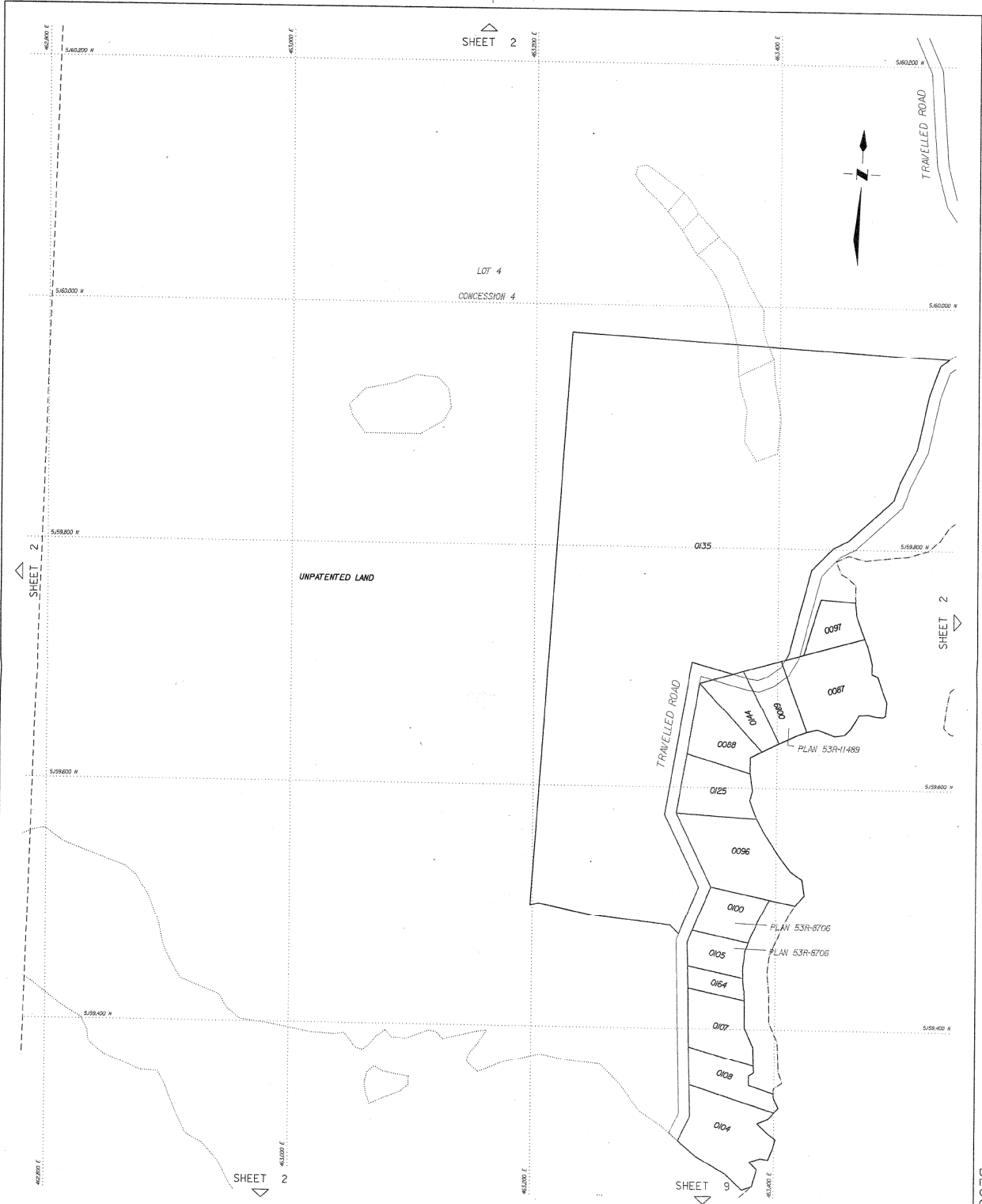
THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND RECEIPT
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS

ONLY WATER FEATURES
ARE SHOWN

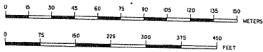
REFERENCE PLANS SHOWN HAVE BEEN
RECORDED IN THE LAND RECEIPT SYSTEM
AND ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73355 - SHEET 10
ON DECEMBER 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73355
TOWNSHIP OF
CASCADEN
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FREEHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREEHOLD PROPERTY NUMBER 0147
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESOURCE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

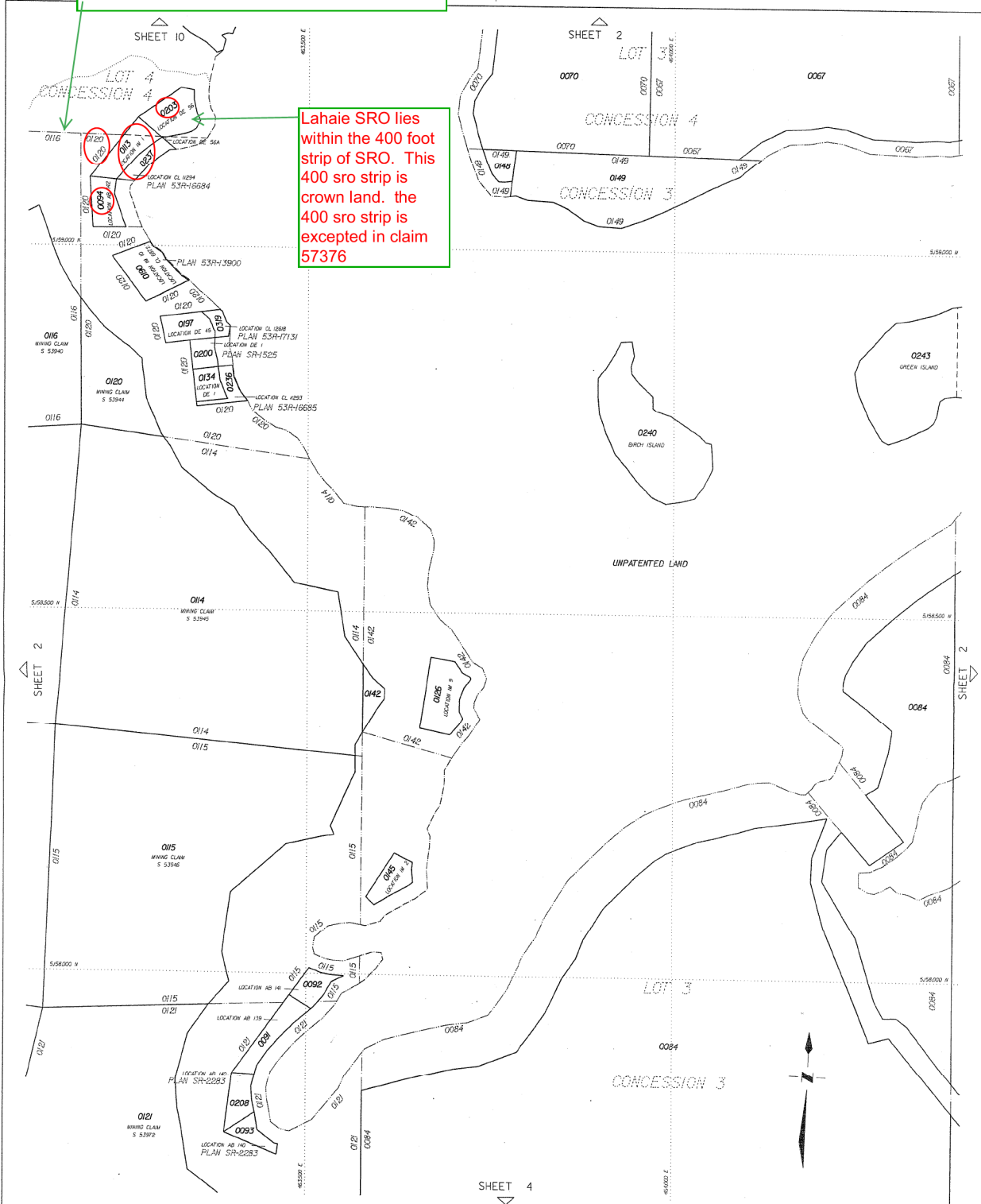
NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00' W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0028 - 047)
IS COMPOSED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR
DIGIT NUMBER (047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

south limit of claim 57376 (at Pin 73355-0135)

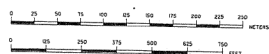
Lahaie SRO lies within the 400 foot strip of SRO. This 400 sro strip is crown land. the 400 sro strip is excepted in claim 57376



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

PROPERTY INDEX MAP
BLOCK 73355
TOWNSHIP OF
CASCADEN
DISTRICT OF SUDBURY
(OFFICE 53)

SCALE



LEGEND

FREELHOLD PROPERTY BOUNDARY	—————
LEASEHOLD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FREELHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	.....
STREAMS, RIVERS	~~~~~
EASEMENT	.....
UTM GRID	4885000 E
ADJOINING MAP NUMBER	BLOCK 3446

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN @ 700° W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY

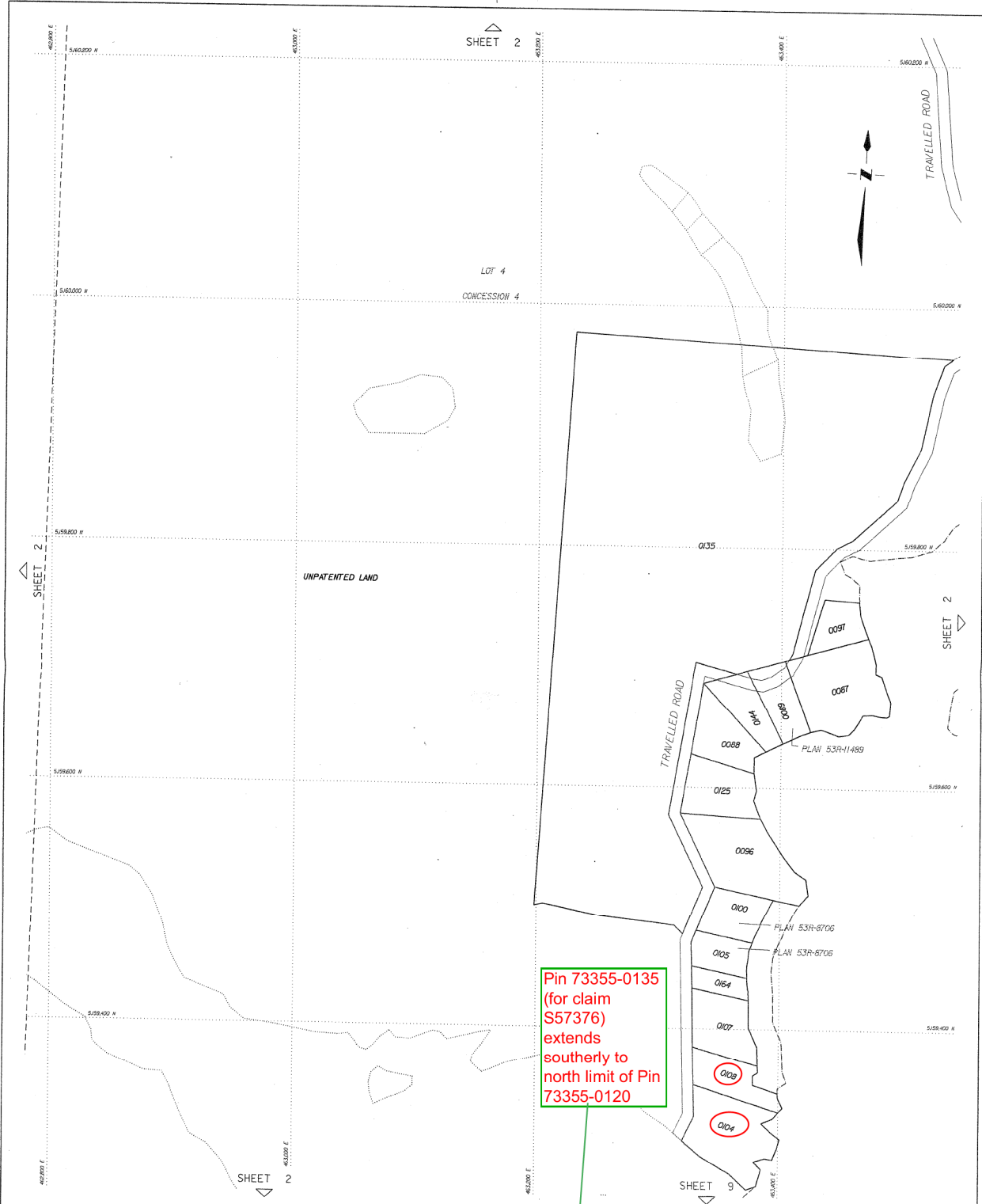
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0028 - 0471)
IS COMPOSED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR
DOT NUMBER (0471) WHICH APPEARS IN EACH ACTIVATED PROPERTY

2500

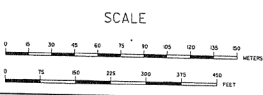
BLOCK 73355 - SHEET 9 OF 13



Pin 73355-0135
(for claim
S57376)
extends
southerly to
north limit of Pin
73355-0120



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES



PROPERTY INDEX MAP
BLOCK 73355
TOWNSHIP OF
CASCADEN
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FREEHOLD PROPERTY BOUNDARY	—
LEASEHOLD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	· · · · ·
FREEHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	- - - - -
STREAMS, RIVERS	~~~~~
EASEMENT	- - - - -
UTM GRID	486000 N
ADJOINING MAP NUMBER	BLOCK 7346

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00' W

THIS IS NOT A PLAN
OF SURVEY

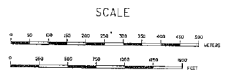
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN.

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

BLOCK 73355 - SHEET 10 OF 13

Block 73383 sheet 2 of 8
 MINISTRY OF CONSUMER AND BUSINESS SERVICES
 ONTARIO SERVICES
 THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73383 - SHEET 2 ON FEBRUARY 1, 2005



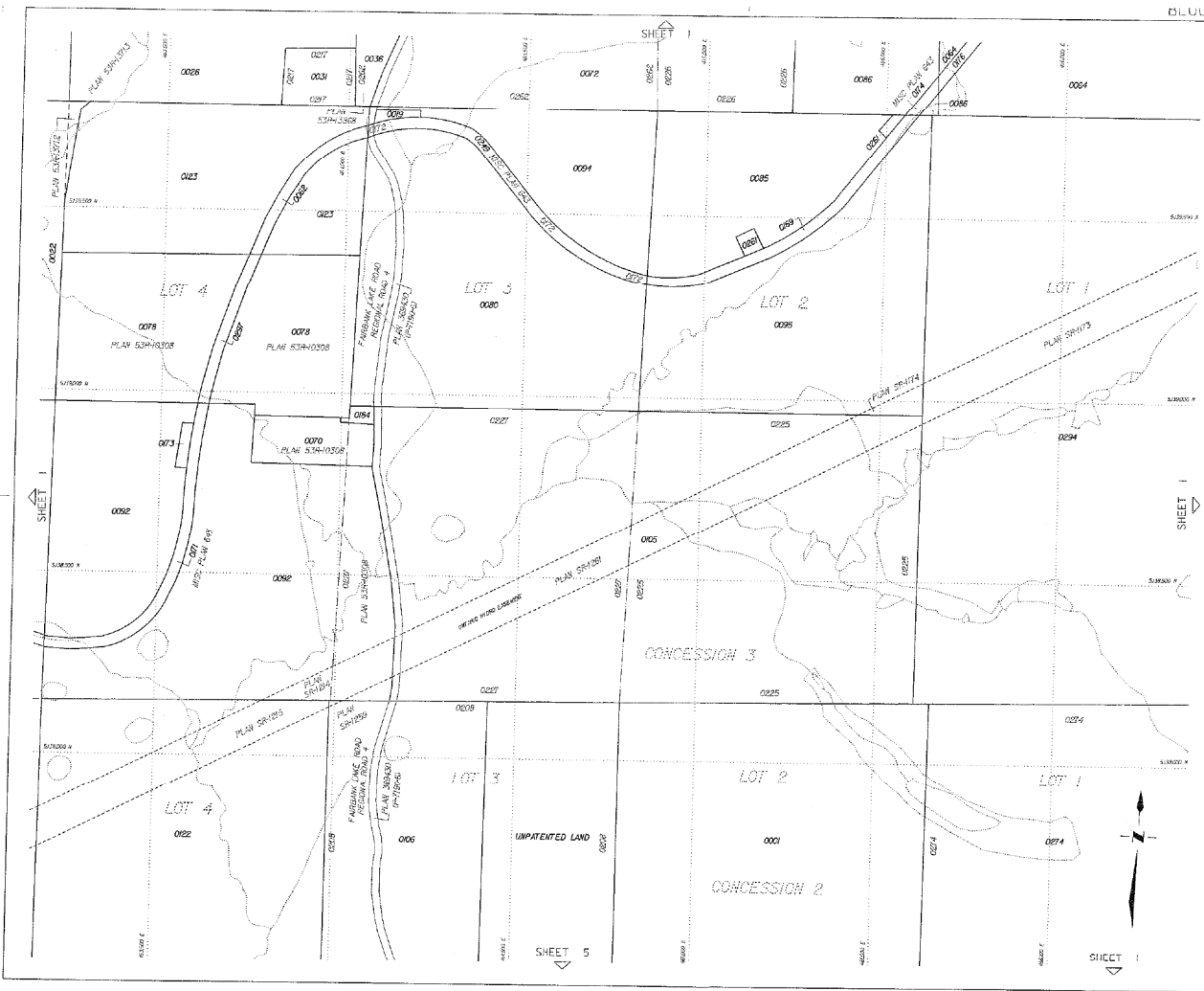
PROPERTY INDEX MAP
 BLOCK 73383
 CITY OF GREATER SUDBURY
 DISTRICT OF SUDBURY
 (OFFICE 53)

LEGEND

PRELIMINARY PROPERTY BOUNDARY	---
RELEASED PROPERTY BOUNDARY	---
METROPOLITAN REGIONAL PROPERTY BOUNDARY	---
FEDERAL PROPERTY NUMBER	0000
LOCALITY PROPERTY NUMBER	0000
NATIONAL DISTRICT PROPERTY NUMBER	0000
TOWNSHIP FABRIC	---
STREAMS/RIVERS	---
ENCLOSURE	---
UTM GRID	---
ADJOINING MAP NUMBER	---

THE CODES REFERRED TO FOR ANY PROPERTY (E.G. 0000 - 0000) IN THIS INDEX MAP ARE THE PROPERTY NUMBER AND THE PLAN OR LOT NUMBER (WHICH APPEARS IN EACH ACTIVATED PROPERTY)

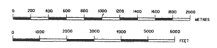
NOTES
 NORTH AMERICAN DATUM 83
 UNITS: METERS
 THIS IS NOT A PLAN OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECEIVED BY THE LAND REVENUE SYSTEM AND HAS BEEN PROVIDED FOR PROPERTY IDENTIFICATION ONLY
 FOR DETERMINATION OF PROPERTY BOUNDARIES, SET OFFINGS, PLANS AND DOCUMENTS MUST BE REFERRED TO
 REFERENCE PLANS UNDERLYING MORE RECENT RECORDS IN THIS MAP ARE NOT REFERRED TO





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73383 - SHEET 1 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
 BLOCK 73383
 CITY OF GREATER (Drury)
 SUDBURY
 DISTRICT OF SUDBURY
 (OFFICE 53)

LAST IDENTIFIER USED
0000
0001
0002
0003
0004
0005
0006
0007
0008
0009
0010
0011
0012
0013
0014
0015
0016
0017
0018
0019
0020
0021
0022
0023
0024
0025
0026
0027
0028
0029
0030
0031
0032
0033
0034
0035
0036
0037
0038
0039
0040
0041
0042
0043
0044
0045
0046
0047
0048
0049
0050
0051
0052
0053
0054
0055
0056
0057
0058
0059
0060
0061
0062
0063
0064
0065
0066
0067
0068
0069
0070
0071
0072
0073
0074
0075
0076
0077
0078
0079
0080
0081
0082
0083
0084
0085
0086
0087
0088
0089
0090
0091
0092
0093
0094
0095
0096
0097
0098
0099
0100

LEGEND

FIELD PROPERTY BOUNDARY	---
LEASOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
PROBABLE PROPERTY EASEMENT	---
LEASOLD PROPERTY NUMBER	0000
NATURAL RESOURCE PROPERTY NUMBER	0000
STRENGTH FABRIC	---
STREAM, RIVERS	---
EASEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	---

NOTES

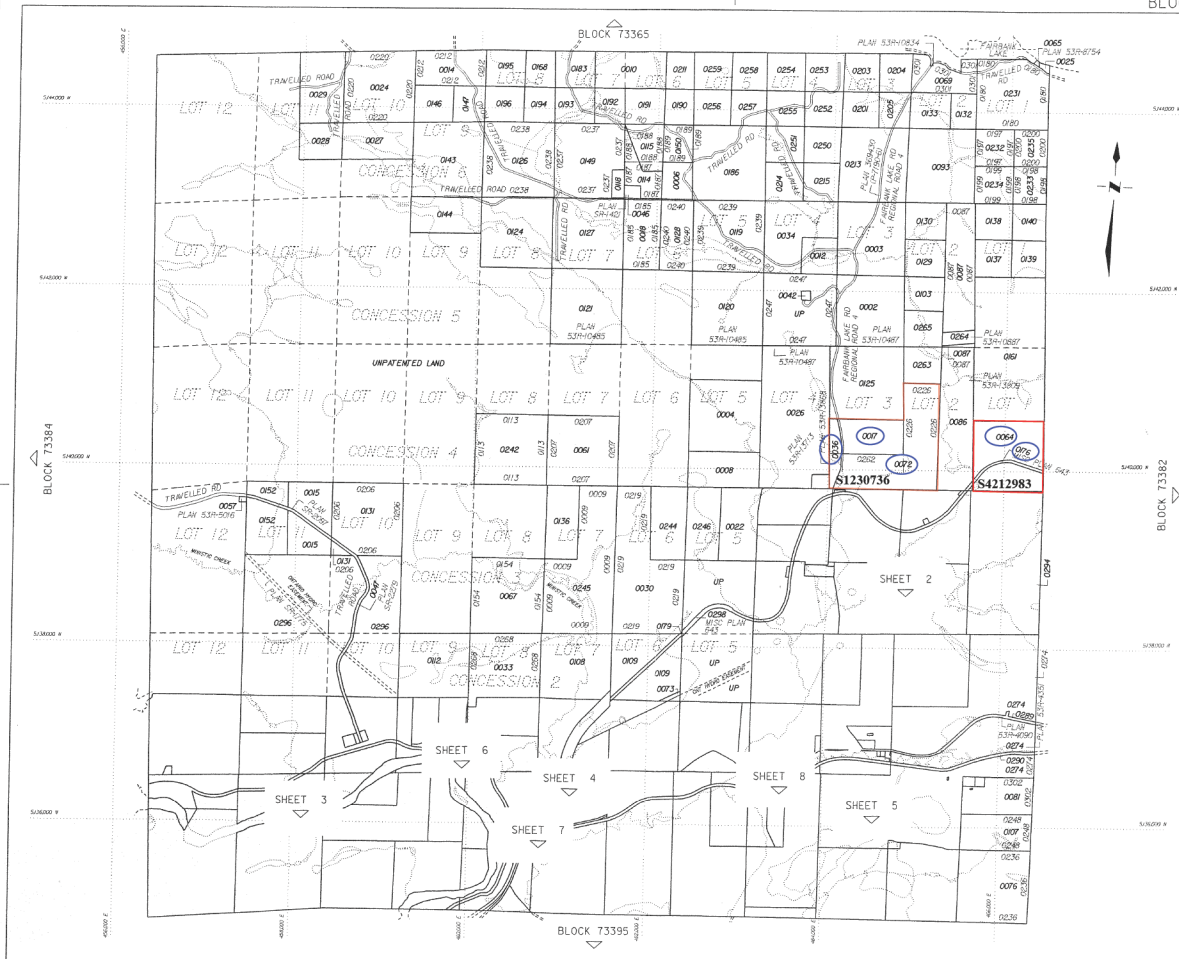
NORTH AMERICAN DATUM 1983
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 18 CENTRAL MERIDIAN 81° 00' W
 THIS IS NOT A PLAN
 OF SURVEY

THIS MAP WAS COMPILED FROM PLATS AND DOCUMENTS REGISTERED IN THE LAND REGISTRY OFFICE AND HAS BEEN PREPARED FOR PROPERTY MAPPING PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE REGISTERED PLATS AND DOCUMENTS.

ONLY MAJOR EASEMENTS ARE SHOWN.

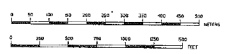
REFERENCED PLATS UNDER THIS WORK RECENT REFERENCE PLATS ARE NOT IDENTIFIED.





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73383 - SHEET 5 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

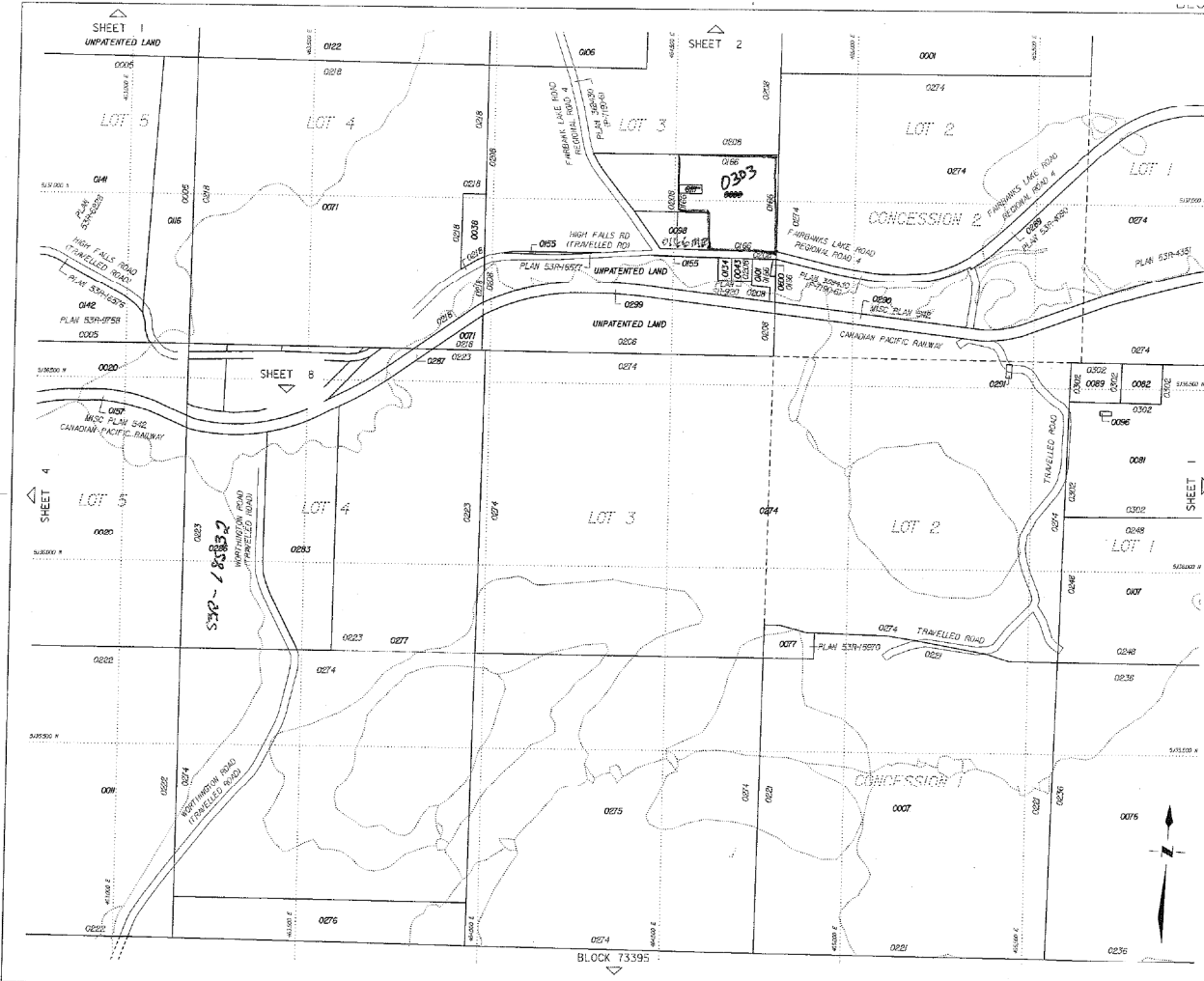
LEGEND

PRELIMINARY PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESERVE PROPERTY BOUNDARY	---
PRELIMINARY PROPERTY NUMBER	0247
LEASEHOLD PROPERTY NUMBER	0247
NATURAL RESERVE PROPERTY NUMBER	0247
TOWNSHIP FABRIC	---
STREAMS, RIVERS	---
EASEMENT	---
UTV DRD	---
BOUNDARY MAP NUMBER	BLOCK 346

THE SYMBOL IDENTIFIER FOR ANY PROPERTY (E.G. 0238 - 0243) IS COMPOSED OF THE MAP BLOCK NUMBER 0238 AND THE FOUR DIGIT NUMBER IDENTIFIER APPLICABLE TO EACH INDIVIDUAL PROPERTY.

NOTES

- NORTH AMERICAN DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 18, CENTRAL MERIDIAN 80° W
- THIS IS NOT A PLAN OF SURVEY
- THE MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN IMPROVED FOR PROPERTY RECORDS PURPOSES ONLY
- FOR DETAILED PROPERTY BOUNDARIES SEE RECORDED PLANS AND ENCLOSURES
- ONLY MAJOR EASEMENTS ARE SHOWN
- REFERENCE PLANS UNDER THE 1990 ACT
- REFERENCE PLANS ARE NOT IDENTIFIED

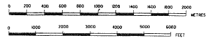




MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73383 - SHEET 1
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER (Drury)
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LAST IDENTIFIER USED
0200
0201
0202
0203
0204
0205
0206
0207
0208
0209
0210
0211
0212
0213
0214
0215
0216
0217
0218
0219
0220
0221
0222
0223
0224
0225
0226
0227
0228
0229
0230
0231
0232
0233
0234
0235
0236
0237
0238
0239
0240
0241
0242
0243
0244
0245
0246
0247
0248
0249
0250
0251
0252
0253
0254
0255
0256
0257
0258
0259
0260
0261
0262
0263
0264
0265
0266
0267
0268
0269
0270
0271
0272
0273
0274
0275
0276
0277
0278
0279
0280
0281
0282
0283
0284
0285
0286
0287
0288
0289
0290
0291
0292
0293
0294
0295
0296
0297
0298
0299
0300

LEGEND

FIELD PROPERTY BOUNDARY	---
LEASOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FOUNDED PROPERTY NUMBER	0207
LEASOLD PROPERTY NUMBER	0207
NATURAL RESOURCE PROPERTY NUMBER	0207
TOWNSHIP FABRIC	---
STREAM, RIVER	---
EASEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	---

THE UTM GRID FOR ANY PROPERTY (E.G. 0208 - 0415) IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR DOT NUMBER (0415) WHICH APPEARS IN EACH ACTIVATED PROPERTY

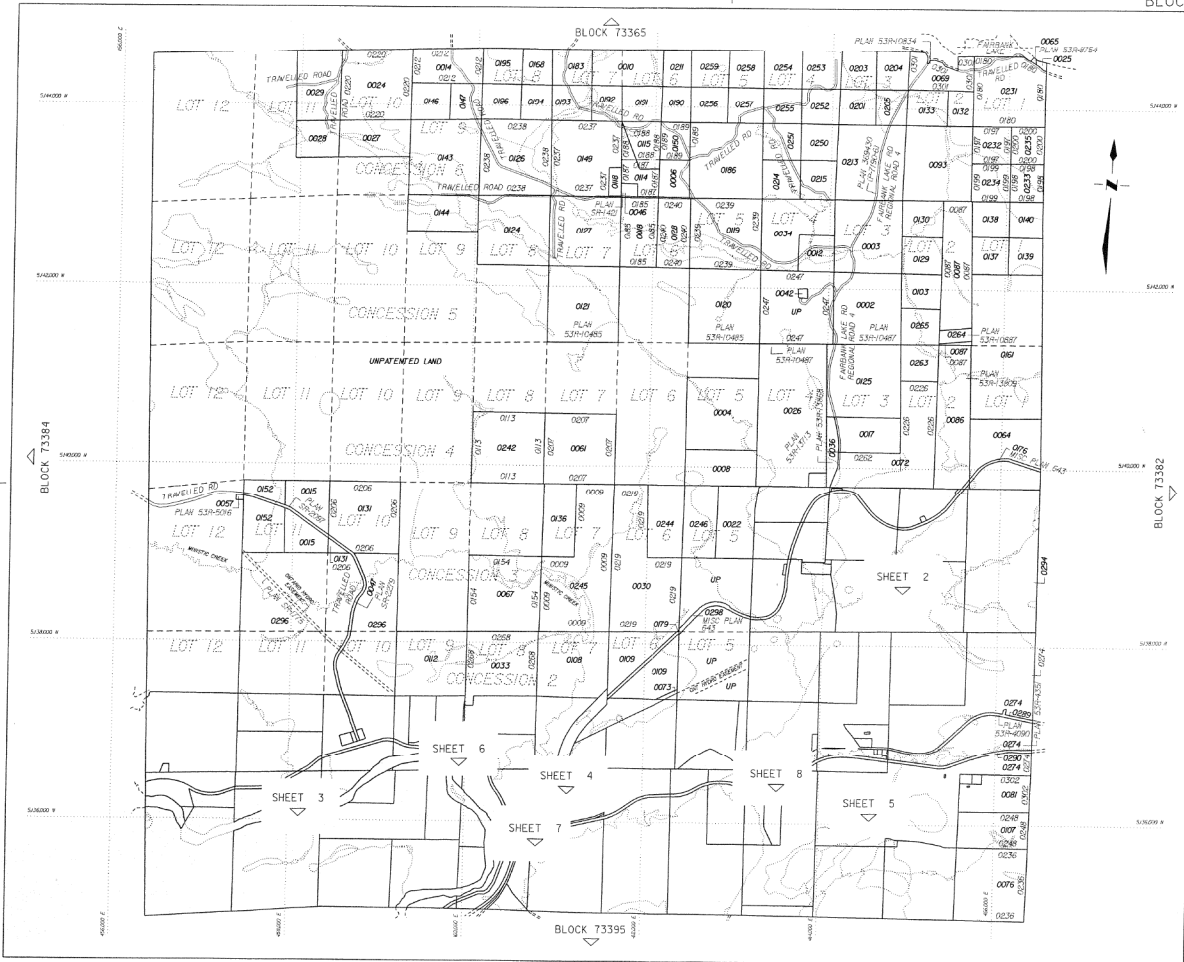
NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81° 00' W
THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLATS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MARKING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLATS AND INSTRUMENTS ONLY MAJOR EASEMENTS ARE SHOWN

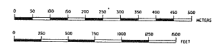
REFERENCE PLATS UNDER THIS MORE RECENT REFERENCE PLATS ARE NOT IDENTIFIED





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73383 - SHEET 2 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

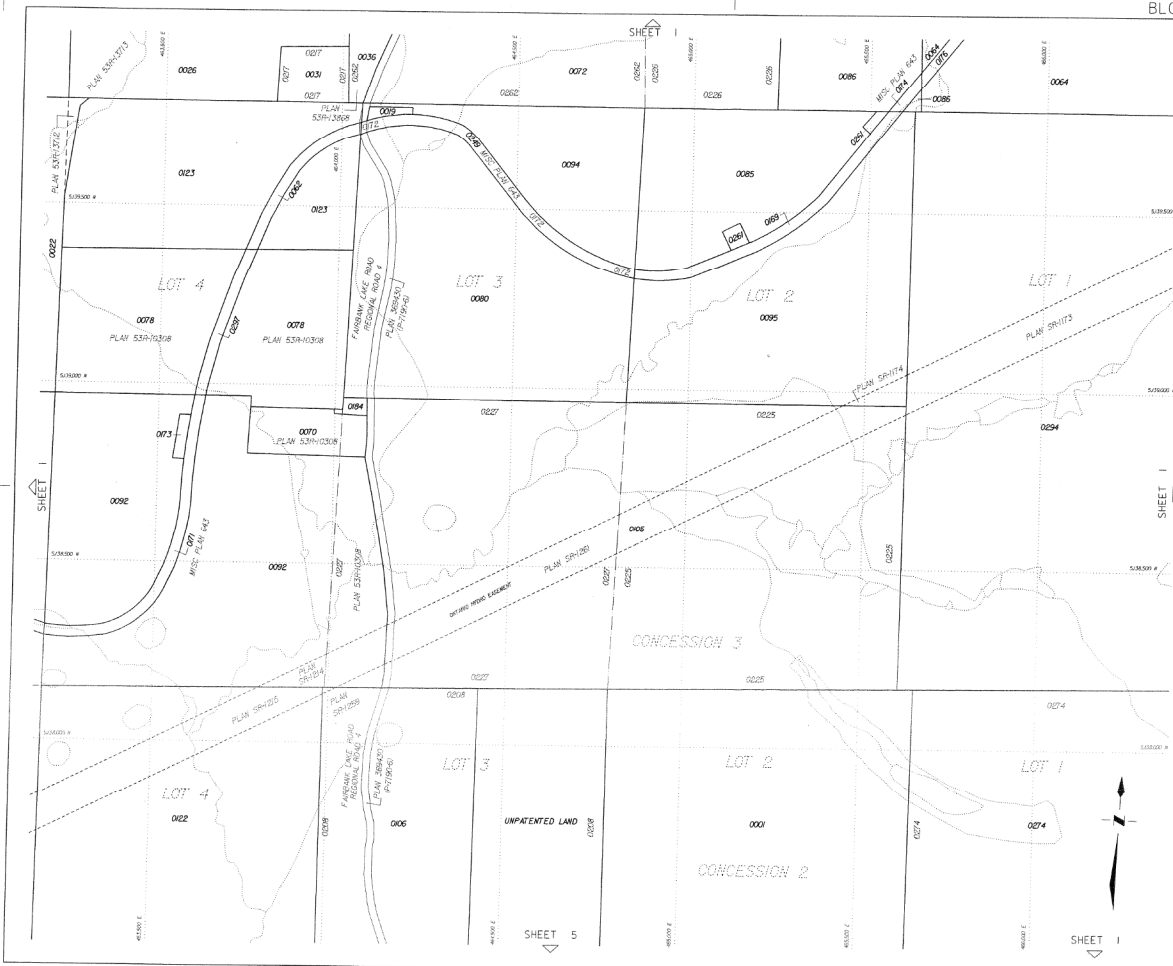
- FRIEDED PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRIEDED PROPERTY NUMBER 0007
- LEASEHOLD PROPERTY NUMBER 0107
- NATURAL RESOURCE PROPERTY NUMBER 0107
- TOWNSHIP PARCEL
- STREAMS, RIVERS
- EASEMENT
- LOT, CDP
- ADJACENT MAP NUMBER

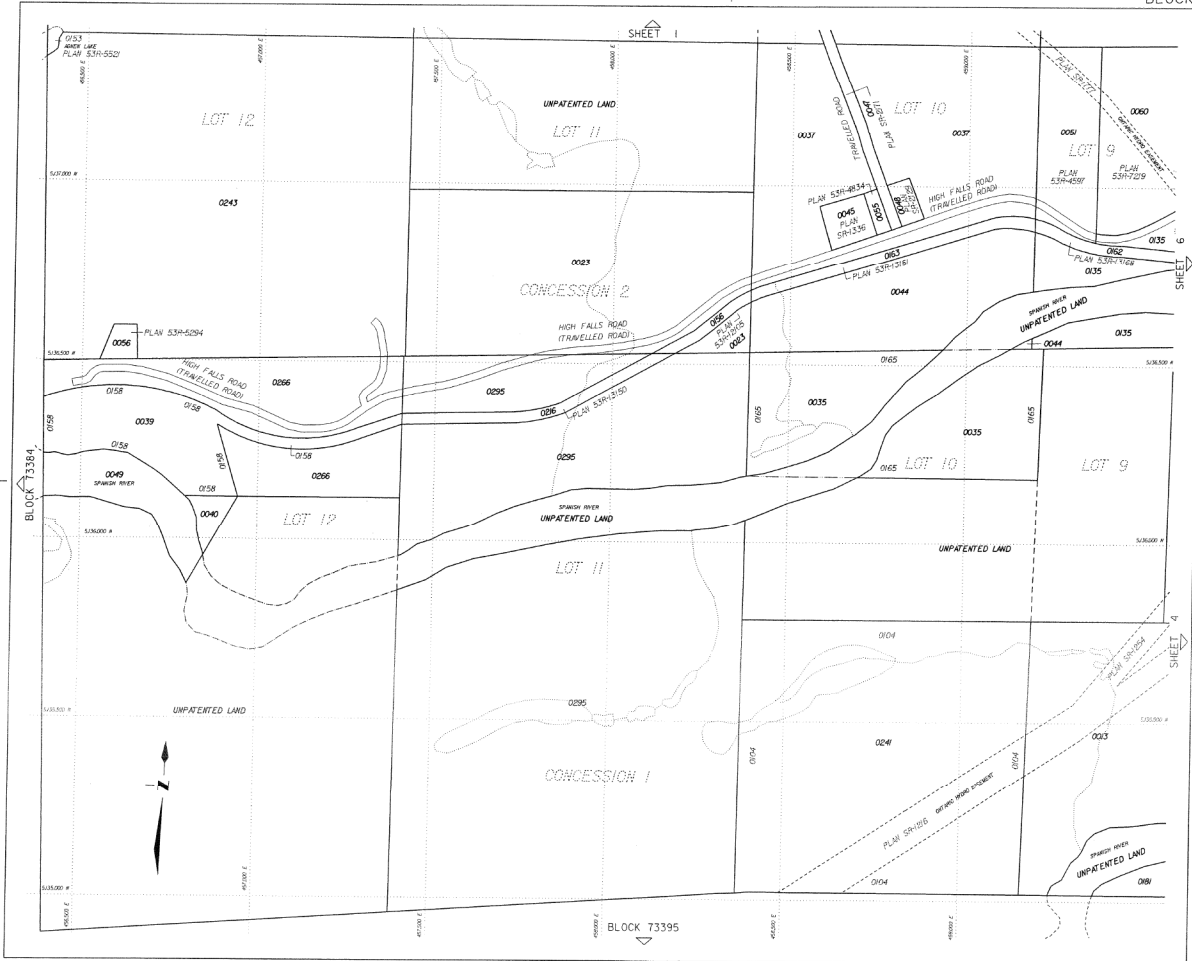
THE SINGLE IDENTIFIER FOR ANY PROPERTY (E.G. 0008 - 0001) IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR DIGIT NUMBER (0001) WHICH APPEARS IN EACH ACTIVATED PROPERTY.

NOTES

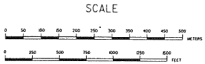
- NORTH AMERICAN DATUM 83
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 18 CENTRAL MERIDIAN 80° W
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND RECOVERY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MARKING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
- DATE: MARCH 14, 2005
- PREPARED BY: M. J. ...
- RESERVE PLANS UNDER THIS DEPARTMENT REFERENCE AND NOT IDENTIFIED

5000





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73383 - SHEET 3 ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

PRELIMINARY PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
PRELIMINARY PROPERTY NUMBER	0047
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0247
TOWNSHIP FABRIC	---
STREAMLINE BOUNDARY	---
EASEMENT	---
UTM GRID	---
ASSASSIN MAP NUMBER	11, 02, 31, 01

NOTES

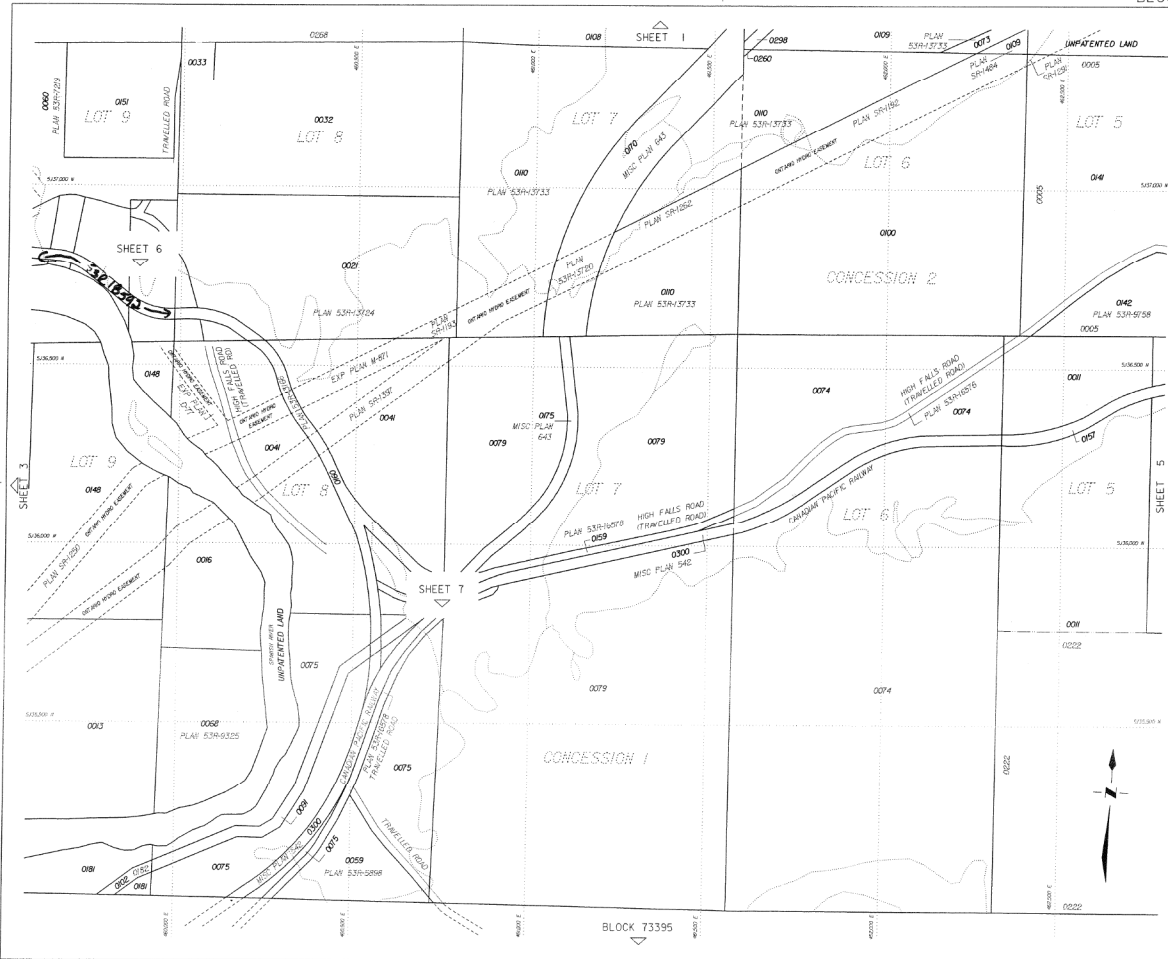
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° 00' W
T W N S U S A P L A N
O F S U B U R Y

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY ASSESSMENT PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS ONLY. MAJOR DIMENSIONS ARE SHOWN.

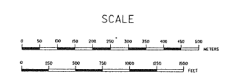
REFERENCE PLANS UNDER TWO MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED.

5000




MINISTRY OF CONSUMER AND BUSINESS SERVICES
 ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73383 - SHEET 4 ON FEBRUARY 1, 2005

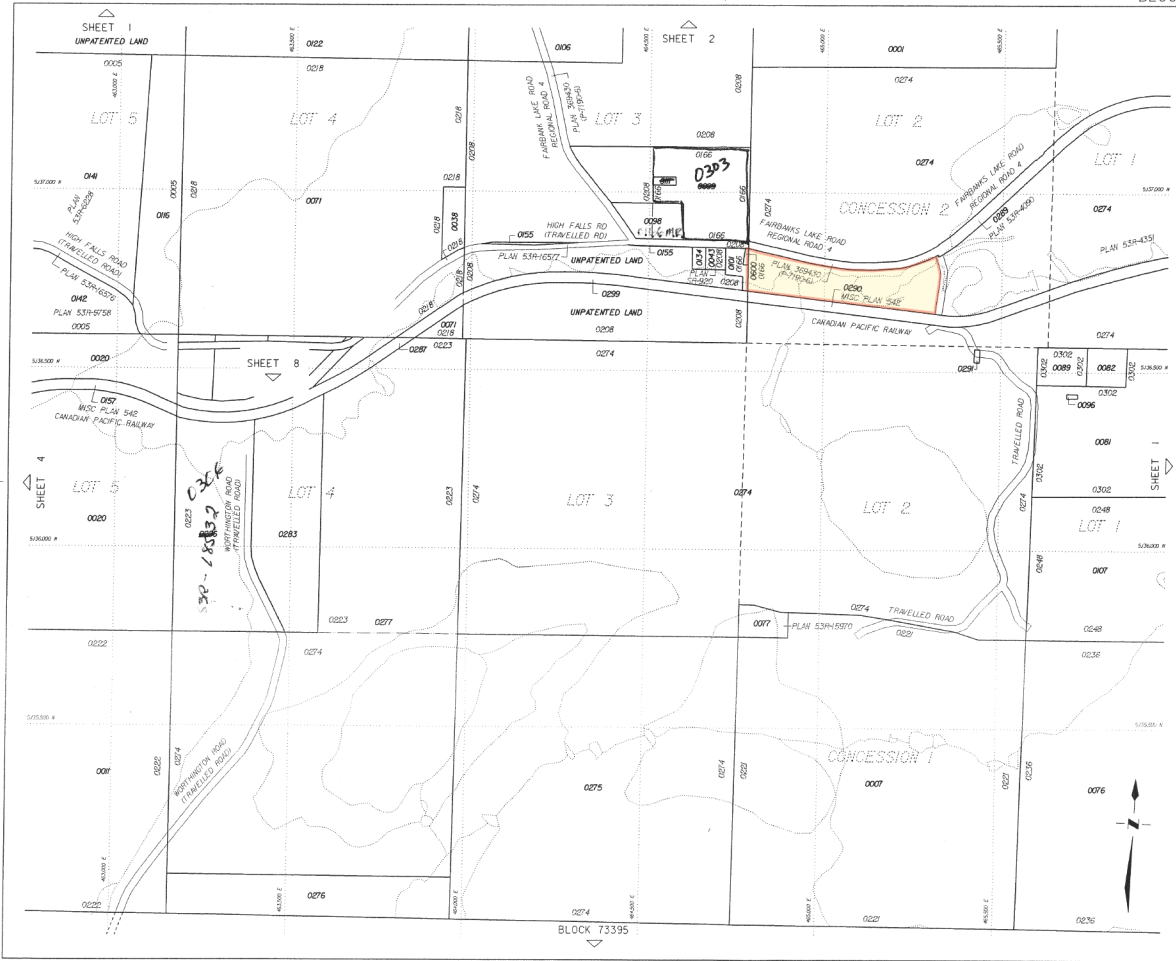


PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY (OFFICE 53)

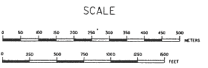
LEGEND

-----	FRENCHOLD PROPERTY BOUNDARY
-----	LEASEHOLD PROPERTY BOUNDARY
-----	NATURAL RESERVE PROPERTY BOUNDARY
0047	FRENCHOLD PROPERTY NUMBER
0047	LEASEHOLD PROPERTY NUMBER
0047	NATURAL RESERVE PROPERTY NUMBER
-----	TOWNSHIP FABRIC
-----	STREAMS, RIVERS
-----	EASEMENT
-----	UTM GRID
-----	ADJOINING MAP NUMBER

NOTES
 NORTH AMERICAN DATUM 83
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 17 CENTRAL MERIDIAN 8° 00' W
 THIS IS NOT A PLAN OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
 FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
 D.M.L. MAJOR EASEMENTS
 P.L.E. S.M.W.
 RECORDED PLANS UNDER 1000 WERE RECENT REFERENCE PLANS AND NOT IDENTIFIED



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73383 - SHEET 5 ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FRESHWATER PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- LEASEHOLD PROPERTY NUMBER 0147
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESOURCE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAMS/RIVERS
- EAST/WEST
- UTM GRID
- ADJOINING MAP NUMBER

NOTES

NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 (CENTRAL MERIDIAN 8700 M)

THIS IS NOT A PLAN OF SURVEY

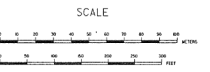
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY ASSESSING PURPOSES ONLY

FOR DETERMINATION OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS ONLY. MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLAINING WERE RECENT 5000



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO



THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73383 - SHEET 6
ON FEBRUARY 1, 2005

PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRESHWATER PROPERTY BOUNDARY	---
LEASOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FRESHWATER PROPERTY NUMBER	047
LEASOLD PROPERTY NUMBER	047
NATURAL RESOURCE PROPERTY NUMBER	047
TOWNSHIP FABRIC	---
STREAMS, RIVERS	---
EASEMENT	---
UTM GRID	---
REGISTERED MAP NUMBER	5100, 5100

NOTES

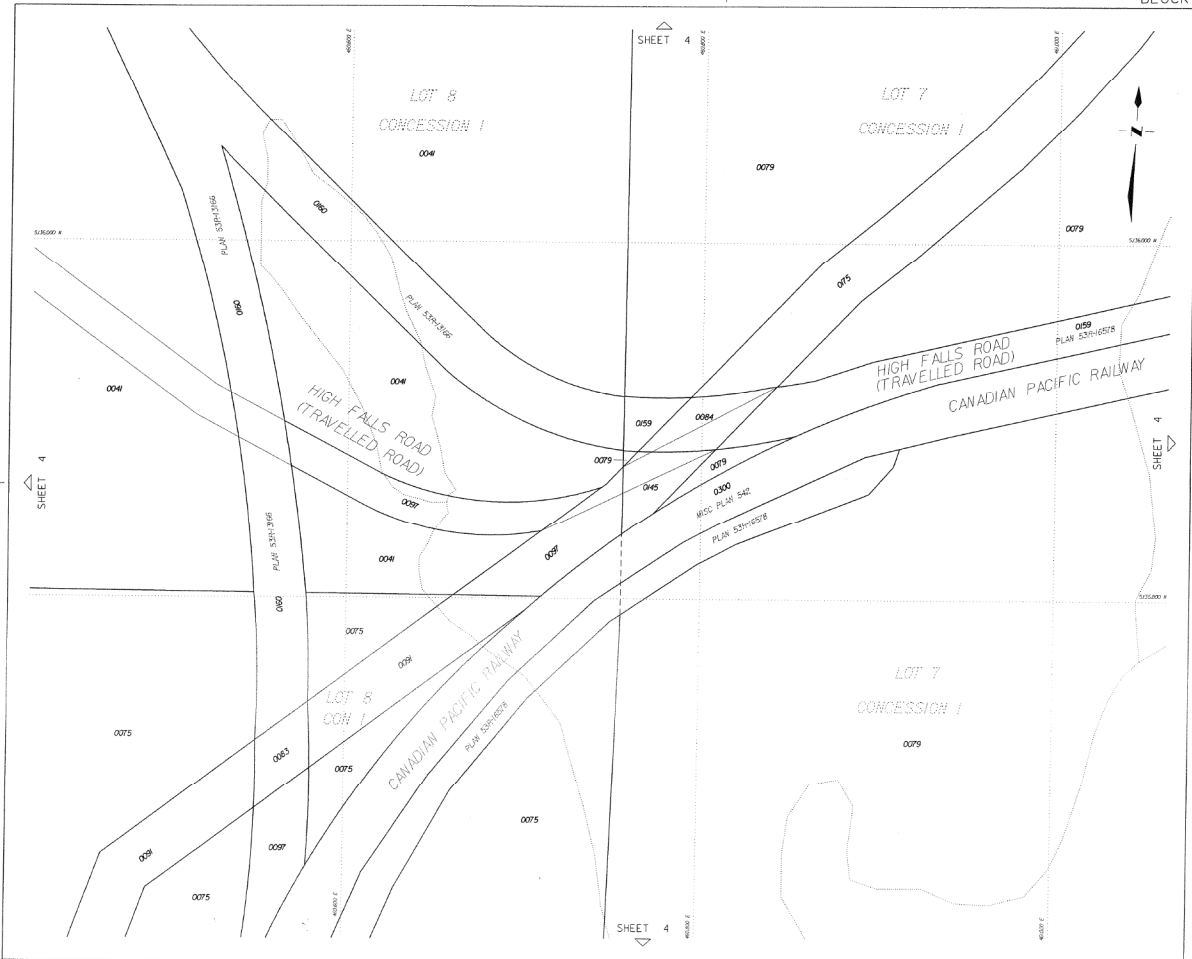
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00' W
T W I S I S M O T A P L A N
O F S U B U R Y

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY ASSESSING PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE REGISTERED PLANS AND DOCUMENTS.

ONLY MAJOR EASEMENTS ARE SHOWN.

REFERENCE PLANS UNDERVANG MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED.



MINISTRY OF
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ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73383 - SHEET 7
ON FEBRUARY 1, 2005

PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

- LEGEND**
- FRESHWATER PROPERTY BOUNDARY
 - LEASEHOLD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRESHWATER PROPERTY NUMBER 0147
 - LEASEHOLD PROPERTY NUMBER 0147
 - NATURAL RESOURCE PROPERTY NUMBER 0147
 - TOWNSHIP FABRIC
 - STREETS, RIVERS
 - EASEMENT
 - UTM GRID
 - ADDRESS MAP NUMBER

NOTES

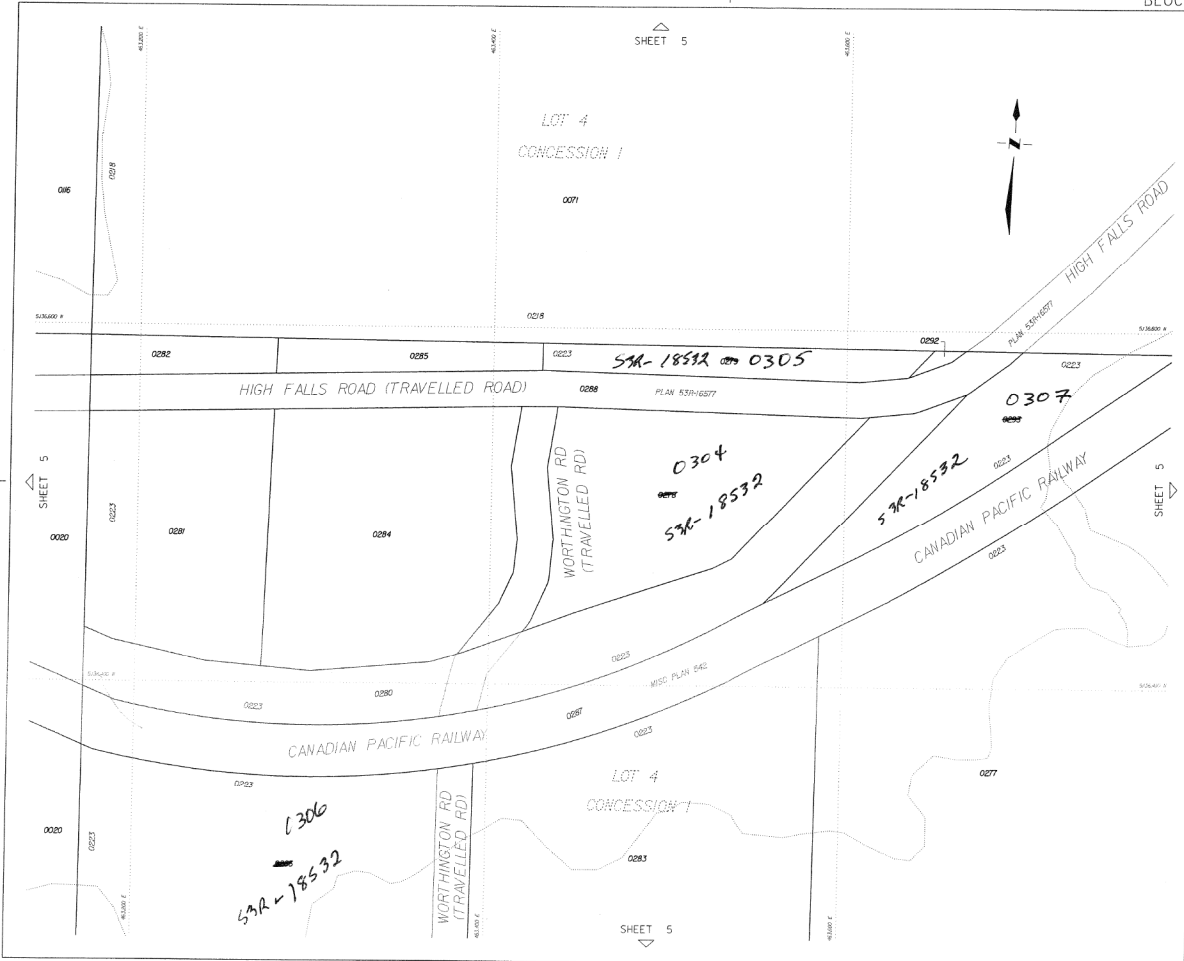
NORTH MERIDIAN IS THE 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN IS 100° W
OF GREENWICH

THIS IS NOT A PLAN
OF SURVEY

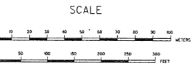
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS REGISTERED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
DAILY MAJOR CASEMENTS
ARE SHOWN

REFERENCE PLANS INCLUDING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



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PROPERTY INDEX MAP
BLOCK 73383
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRESHWATER PROPERTY BOUNDARY	---
LEASHELD PROPERTY BOUNDARY	----
NATURAL RESERVE PROPERTY BOUNDARY	----
FRESHWATER PROPERTY NUMBER	047
LEASHELD PROPERTY NUMBER	047
NATURAL RESERVE PROPERTY NUMBER	047
TOWNSHIP FABRIC	----
STREAMS, RIVERS	----
CASSINETS	----
UTM GRID	----
ADJOINING MAP NUMBER	0281, 0282, 0283, 0284, 0285, 0286, 0287, 0288, 0289, 0290, 0291, 0292, 0293, 0294

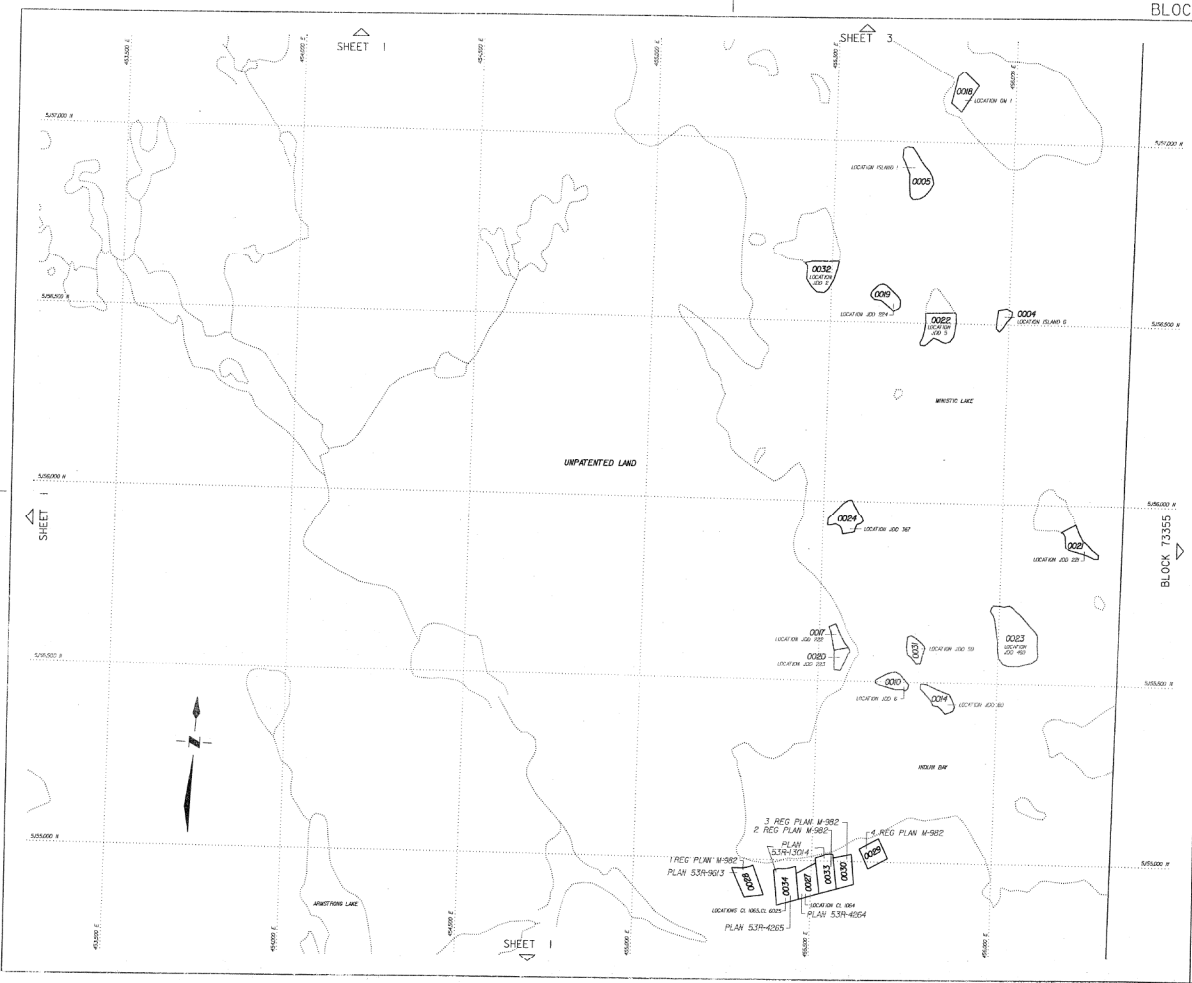
NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 8° 00' W
T.M.S. 1983 U.T.M. 18 P.L.A.N. 83
OF 500000

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE REFERENCED PLANS AND DOCUMENTS ONLY. MAJOR EASEMENTS ARE SHOWN.

REFERENCED PLANS INCLUDING MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED.



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SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73356 - SHEET 2
ON AUGUST 1, 2004

SCALE
1:50,000

PROPERTY INDEX MAP
BLOCK 73356
TOWNSHIP OF
ERMATINGER
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FRESHWATER PROPERTY BOUNDARY
- LEASABLE PROPERTY BOUNDARY
- NATURAL RESERVE PROPERTY BOUNDARY
- FRESHWATER PROPERTY NUMBER
- NATURAL RESERVE PROPERTY NUMBER
- UTM GRID
- BOUNDING MAP NUMBER

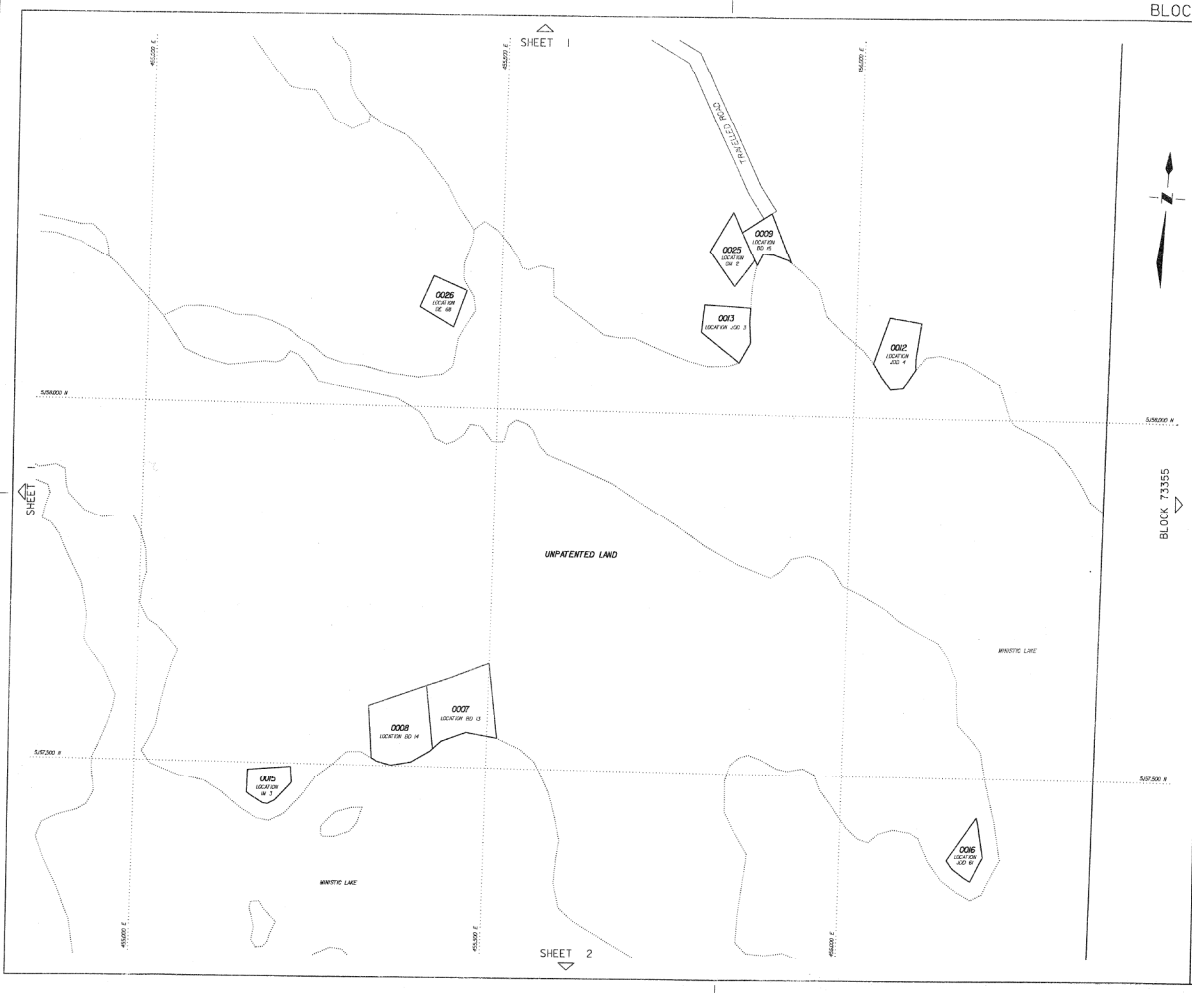
NOTES

THE SOURCE IDENTIFIED FOR ANY PROPERTY IS (E.G. 0028 - 047) IS A PROPERTY OF THE MAP BOUNDARY NUMBER AND THE FIRST 047 NUMBER IDENTIFIED APPEARS IN EACH ACTIVATED PROPERTY

THIS IS NOT A PLAN OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MAPPING PURPOSES ONLY

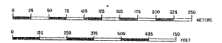
FOR BOUNDARIES OF PROPERTY BOUNDARIES SEE REGISTERED PLANS AND DOCUMENTS ONLY MAJOR ASSESSMENTS ARE SHOWN REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73356 - SHEET 3
ON AUGUST 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73356
TOWNSHIP OF
ERMATINGER
DISTRICT OF SUDBURY
(OFFICE 53)

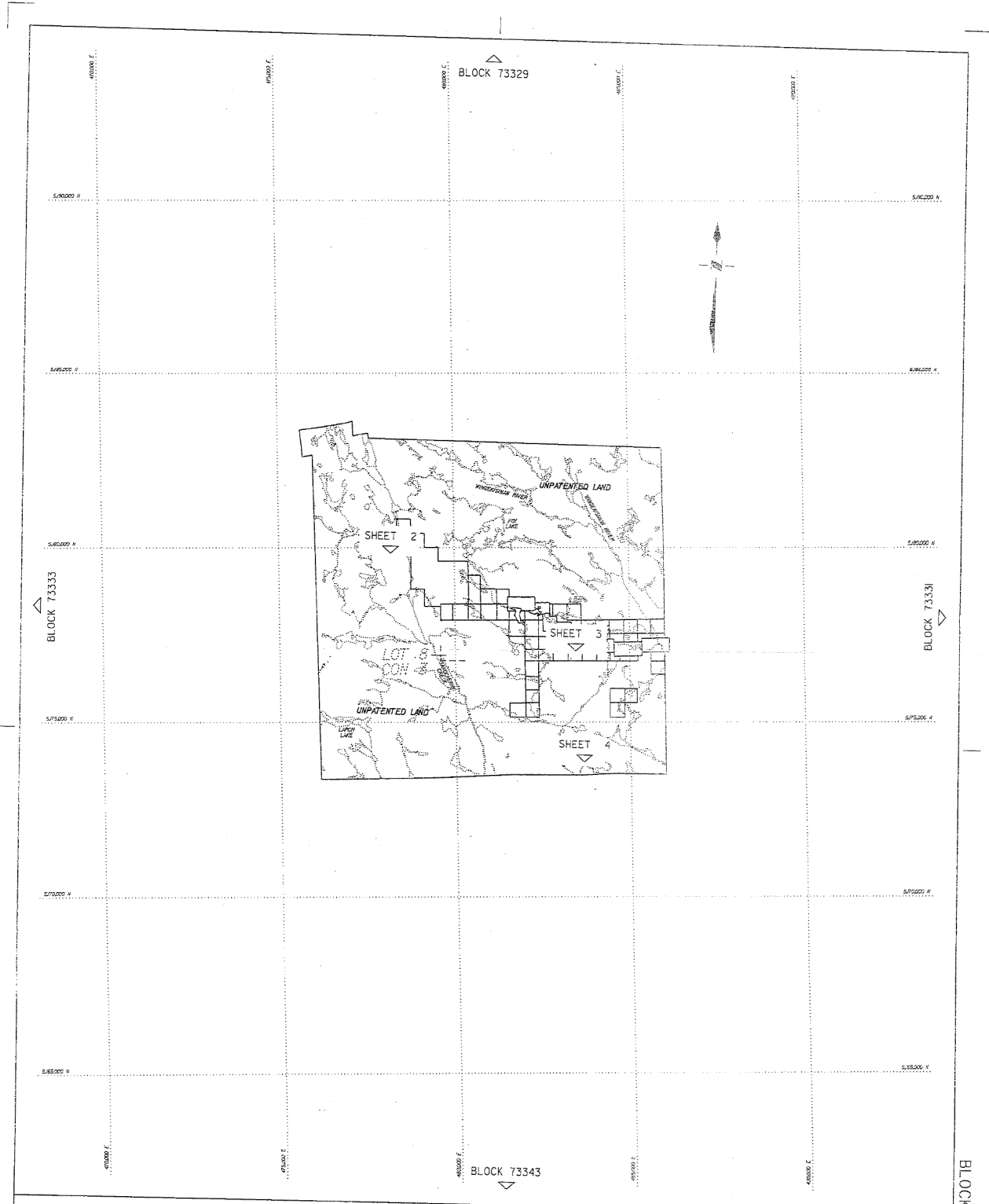
LEGEND

- PRELIMINARY PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESIDENCE PROPERTY BOUNDARY
- PRELIMINARY PROPERTY NUMBER
- LEASEHOLD PROPERTY NUMBER
- NATURAL RESIDENCE PROPERTY NUMBER
- TERRACE FABRIC
- STRAINS, RIDGES
- LEGUMENT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNDEVELOPED LAND FOR ANY PROPERTY (E.G. 0008 - 0012) IS EXPRESSLY OF THE MAP-MAKER'S OWNERSHIP AND THE PLAN DOT NUMBER (S41) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

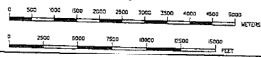
- NORTH AMERICAN DATUM 83
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 18 CENTRAL MERRIDIAN 80 W
- SCALE IS NOT A PLAN
- OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MAKING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAJOR ASSESSMENTS
- ARE SHOWN
- REFERENCE PLANS UNDER THE MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73332 - SHEET 1
ON AUGUST 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73332
TOWNSHIP OF
FOY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRIENDLY PROPERTY BOUNDARY	---
LEASHELD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FRIENDLY PROPERTY NUMBER	010
LEASHELD PROPERTY NUMBER	020
NATURAL RESOURCE PROPERTY NUMBER	030
TOWNSHIP PUBLIC	---
STREAM/RIDGE	---
CASHEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	---

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 8° 00' W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS REGISTERED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN

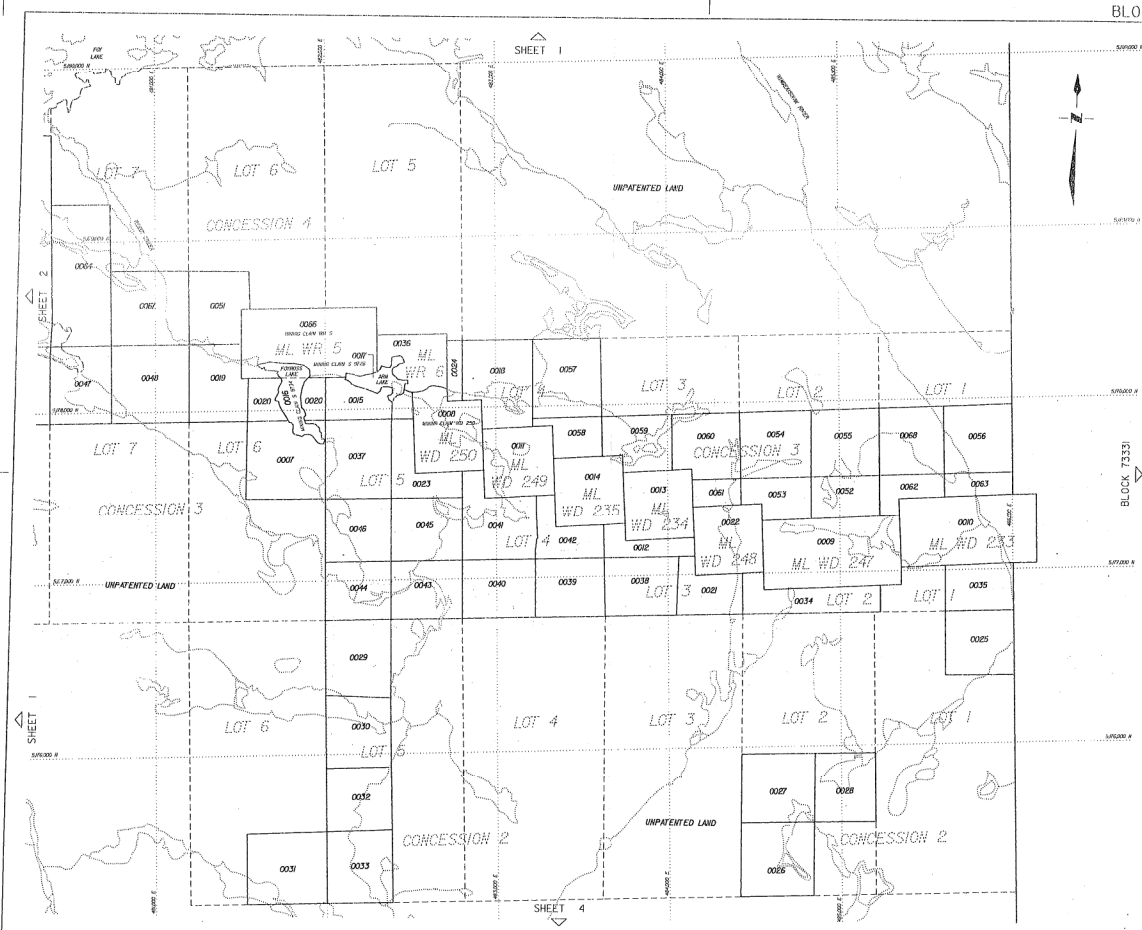
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

LAST IDENTIFIER USED
0069

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (S.L. CODE + 047)
IS COMPOSED OF THE MAP BLOCK NUMBER ABOVE AND THE FOUR
DIGIT NUMBER IN THE SPACE BETWEEN THE DASHES IN EACH IDENTIFIER INSTANT

BLOCK 73332 - SHEET 1 OF 4

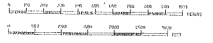
50000



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SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73332 - SHEET 3
ON AUGUST 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73332
TOWNSHIP OF
FOYLE
DISTRICT OF SUDBURY
(OFFICE 53)

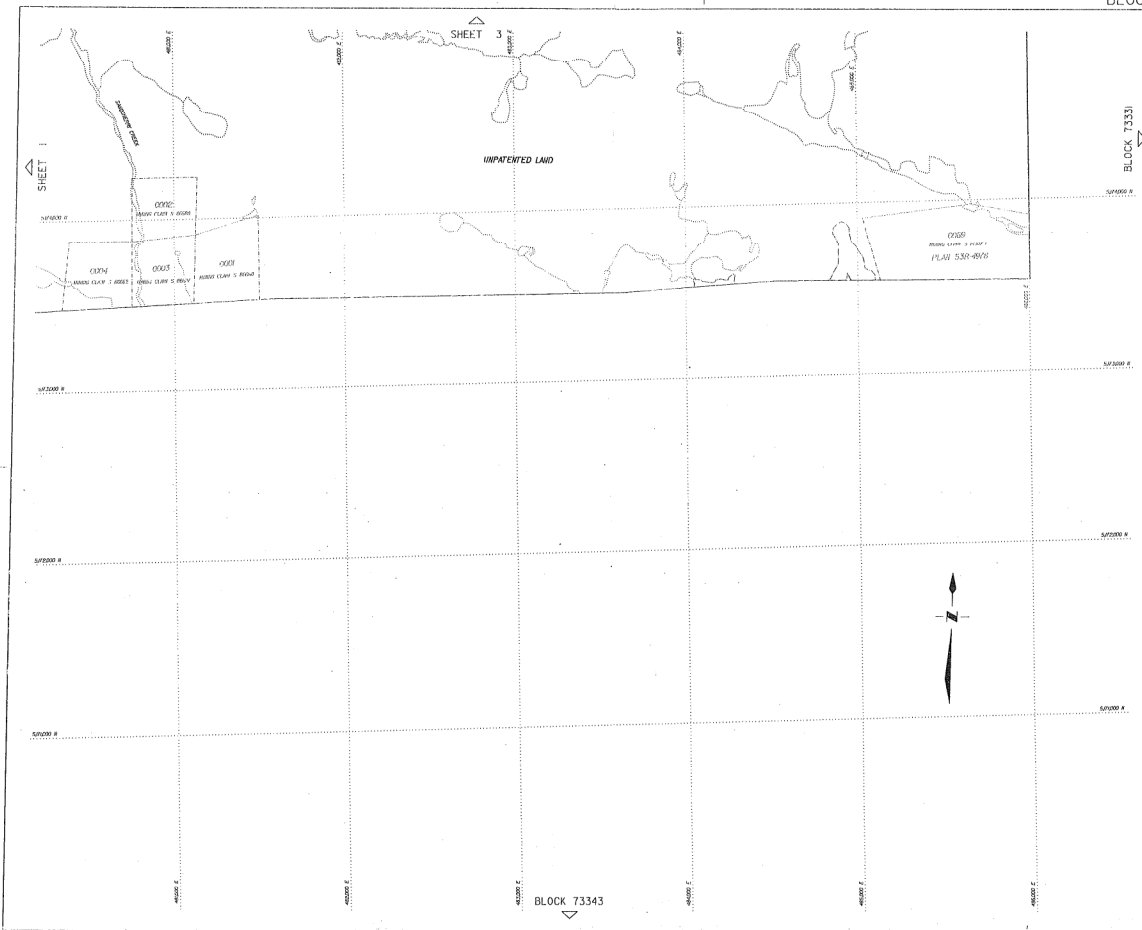
LEGEND

- PREVIOUS PROPERTY BOUNDARY
- LEASHELD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- PREVIOUS PROPERTY NUMBER
- LEASHELD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TRANSFER FENCE
- TERMINAL RIVERS
- LAKEFRONT
- UTM GRID
- ADJOINING MAP NUMBER

THE SOURCE IDENTIFIER FOR ANY PROPERTY IS: CODE - YEAR
E.G. 000100 BY THE MAP BLOCK NUMBER (0000) AND THE FOUR
DIGIT NUMBER (0001) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

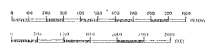
- NORTH AMERICAN DATUM 83
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERIDIAN 80°W
- THIS IS NOT A PLAN
OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS REGISTERED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PRESENT
PURPOSES ONLY
- FOR DETERMINATION OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
ONLY. MAJOR CASEMENTS
ARE SHOWN
- REFERENCE PLANS UNDER THIS NAME NEED
REGISTERED PLANS AND NOT REGISTERED



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ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73332 - SHEET 4
ON AUGUST 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73332
TOWNSHIP OF
FOY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FRONTED PROPERTY BOUNDARY
- LEASHOLED PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRONTED PROPERTY NUMBER
- LEASHOLED PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- ELEVATION
- UTM GRID
- BOUNDING MAP NUMBER

THE NUMBER IDENTIFIED FOR ANY PROPERTY (E.G. 0008 - 0010) IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR DIGIT NUMBER (0001) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

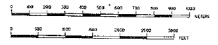
NORTH AMERICAN DATUM (83)
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 80° W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
VIEWING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY - BOUNDARY ELEMENTS
ARE SHOWN
REFERENCE PLANS UNDER THE MORE RECENT
REFERENCE PLANS ARE NOT SHOWN

10000



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73380 - SHEET 1 ON JANUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73380, **GRAHAM**
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LAST OFFICER USED	
0253	

LEGEND

- PRELIMINARY PROPERTY BOUNDARY
- LANDSCAPE PROPERTY BOUNDARY
- NATURAL RESERVE PROPERTY BOUNDARY
- PRELIMINARY PROPERTY NUMBER
- LANDSCAPE PROPERTY NUMBER
- NATURAL RESERVE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STAKEOUT
- CONCRETE
- UTILITY DIRT
- ADJACENT MAP NUMBER

THE NUMBER ASSIGNED FOR ANY PROPERTY (E.G. 0028 - 041) IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR DIGIT NUMBER IDENTIFYING AREAS IN EACH ACTIVATED PROPERTY.

NOTES

1. NORTH AMERICAN DATUM 83

2. UNITS: HORIZONTAL TRANSDUCER METERS PROJECTION

3. ZONE: 18 UTM

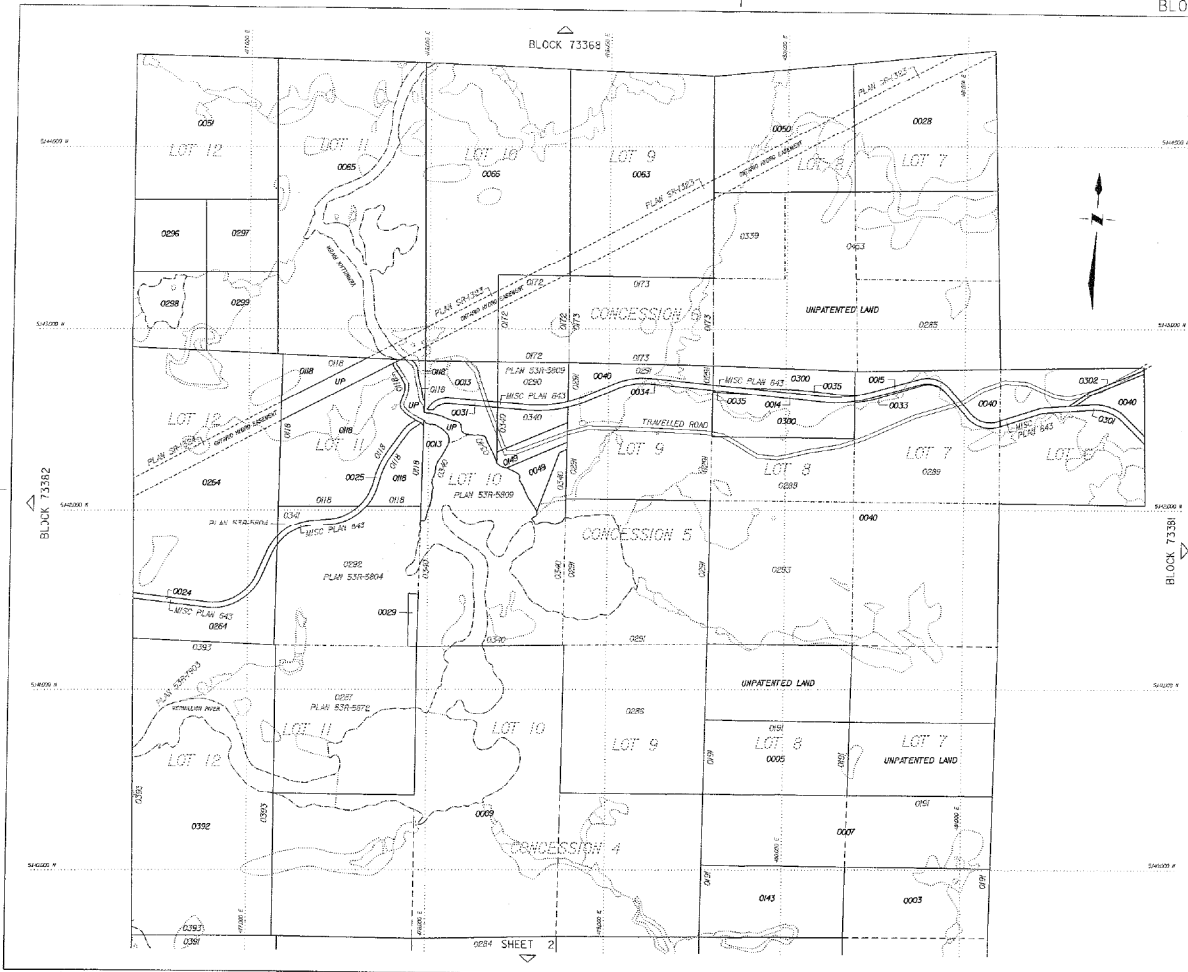
4. TYPING: 1/8" X 11" AT A 1:10000 SCALE

5. THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS FILED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY SERVICES PURPOSES ONLY.

6. FOR CHANGES OF PROPERTY BOUNDARIES SEE REVISIONS AND DOCUMENTS.

7. ONLY MAJOR BOUNDARIES ARE SHOWN.

8. REFERENCED PLANS IDENTIFYING MORE RECENT REFERENCE PLANS ARE NOT DETAYED.



SHEET 2

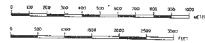
10000



MINISTRY OF
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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73380 - SHEET 2
ON JANUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73380
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

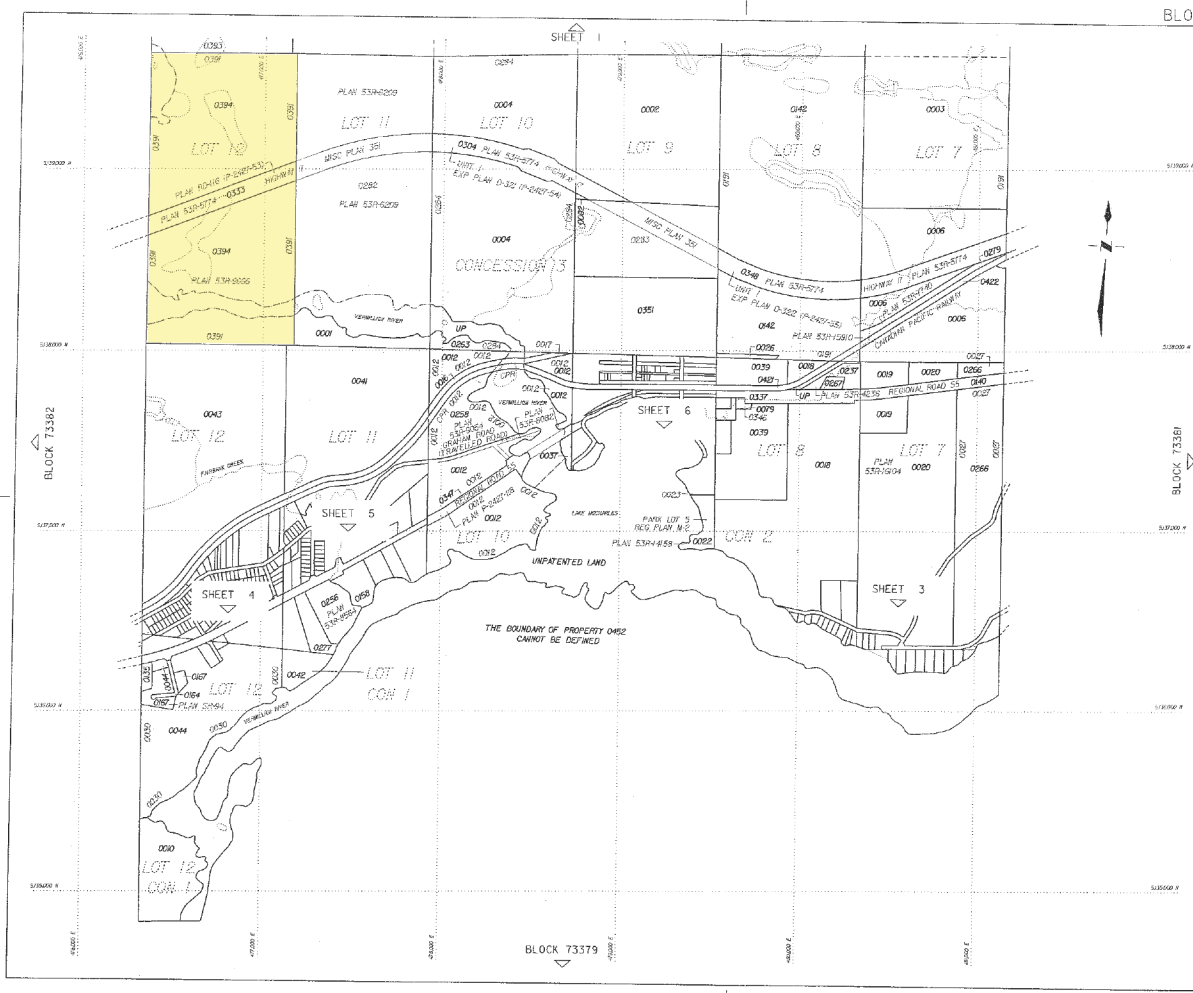
- FRONTSIDE PROPERTY BOUNDARY
- REAR/SIDE PROPERTY BOUNDARY
- NATURAL RESERVE PROPERTY BOUNDARY
- RESERVED PROPERTY NUMBER 0427
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESERVE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAM/BIOSIS
- FRONTAGE
- UTM GRID
- BOUNDING SURF NUMBER

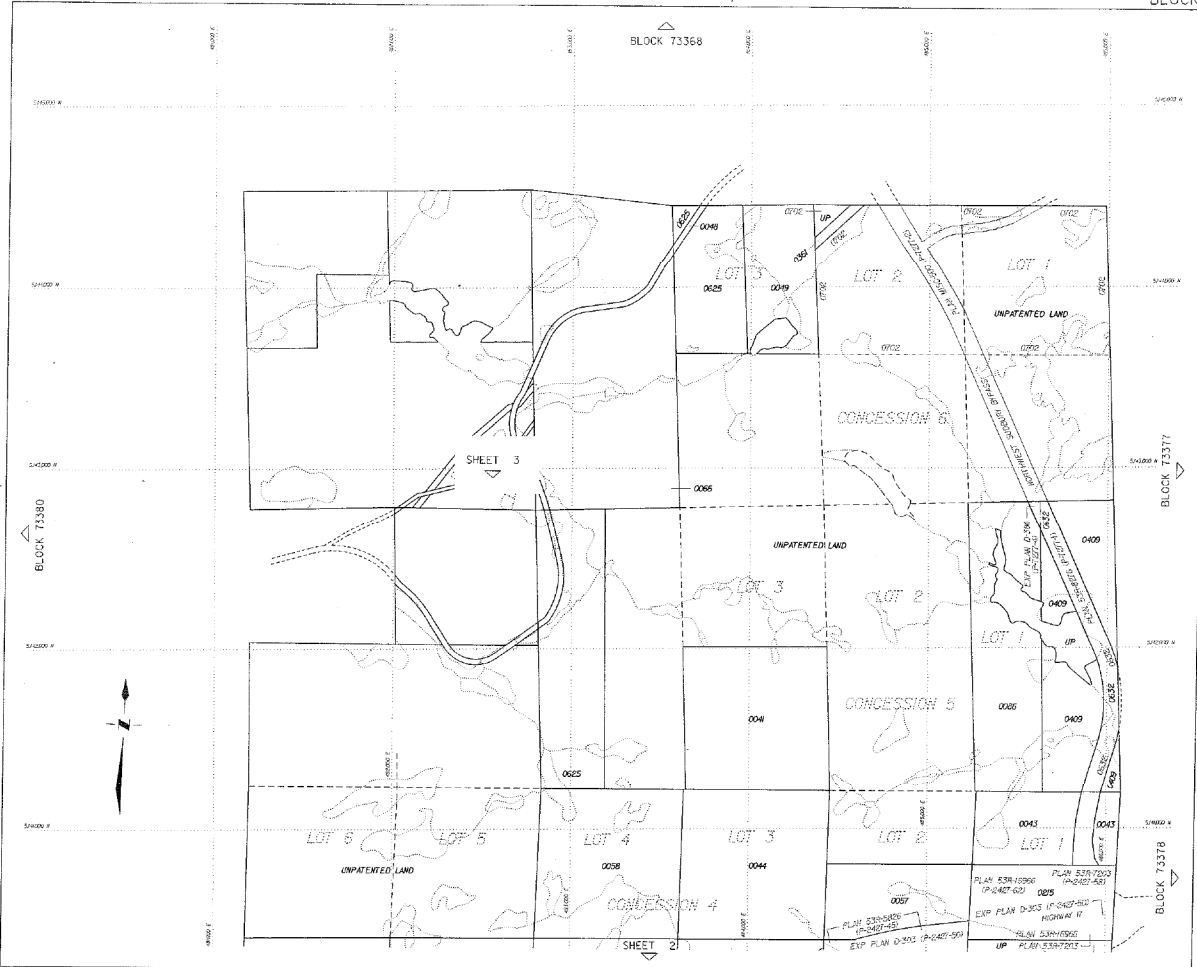
THE TABLE BOUNDARY FOR ANY PROPERTY (E.G. 0000 - 0425) IS IDENTIFIED BY THE SURF NUMBER NUMBER AND THE CORNER NUMBER NUMBER APPEARS IN EACH ACTIVATED PROPERTY

NOTES

- NORTH ARCTIC DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERIDIAN 100°W
- U.T.M. IS NOT A PLAN
- S.P. SCALE
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RETURNED TO THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR REFERENCE PURPOSES ONLY
- FOR DETERMINATION OF PROPERTY BOUNDARIES SEE RELEVANT PLANS AND DOCUMENTS
- DAILY MAJOR EASEMENTS
- SEE SCHEDULE
- REFERENCE PLANS INVOLVING MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED

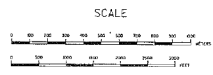
10000





MINISTRY OF
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BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73381 - SHEET 1
ON JANUARY 1, 2005



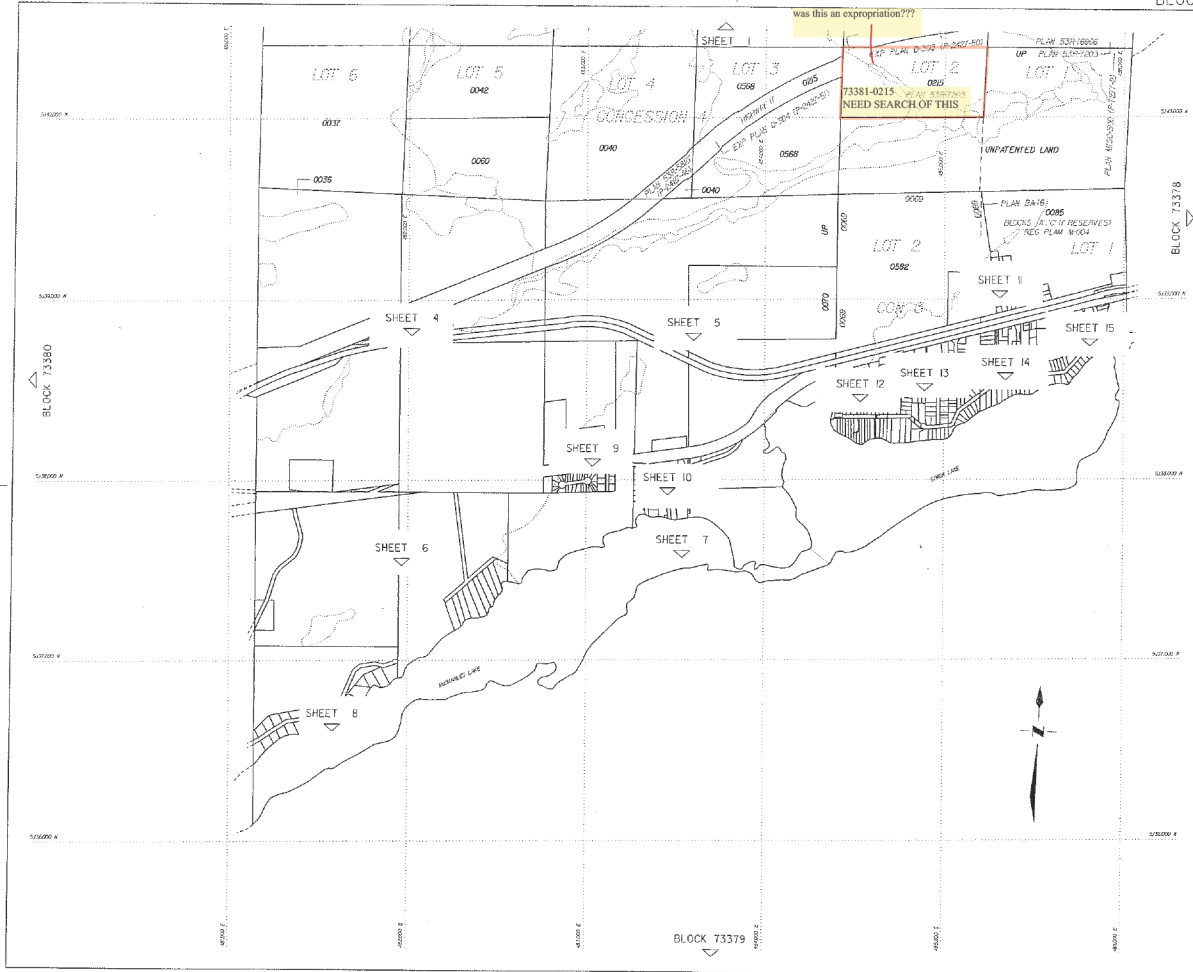
PROPERTY INDEX MAP
BLOCK 73381, *GRAHAM*
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LAST REVISION	DATE
0001	07/11
0002	07/07

- LEGEND**
- FIELD PROPERTY BOUNDARY
 - LEASEHOLD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - LEASEHOLD PROPERTY NUMBER 0007
 - LEASEHOLD PROPERTY NUMBER 0007
 - NATURAL RESOURCE PROPERTY NUMBER 0007
 - UNDEVELOPED PUBLIC
 - STRAIGHT DITCHES
 - EASEMENT
 - LINE DATA
 - ADJOINING MAP NUMBER

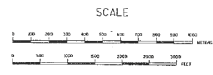
THE SCALE INDICATED FOR ANY PROPERTY IS SUBJECT TO THE SCALE OF THE MAP BLOCK NUMBER (0000) AND THE FOUR DIGIT NUMBER (0000) WHICH APPEARS IN EACH ACTIVATED PROPERTY

- NOTES**
- NORTH AMERICAN DATUM 83
 - UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 - ZONE 18 CENTRAL MERIDIAN 79° 00' W
 - THIS IS NOT A PLAN OF SURVEY
 - THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MARKING PURPOSES ONLY
 - FOR INFORMATION OF PROPERTY OWNERS ALL RECORDED PLANS AND INSTRUMENTS ONLY MAJOR EASEMENTS ARE SHOWN
 - REFERENCES PLANS INDICATING VOTE HEIGHT REPRESENT PLANS AND LOT HEIGHTS



MINISTRY OF
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BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73381 - SHEET 2
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73381
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FREEHOLD PROPERTY ADJACENT	---
LEASEHOLD PROPERTY BOUNDARY	----
NATURAL RESERVE PROPERTY BOUNDARY	.....
FREEHOLD PROPERTY NUMBER	0000
LEASEHOLD PROPERTY NUMBER	0000
NATURAL RESERVE PROPERTY NUMBER	0000
TRAILWAY BOUNDARY	----
STRAIGHT BOUNDARY	----
EASEMENT	----
UTM GRID	----
ADJOINING MAP NUMBER	---

NOTES

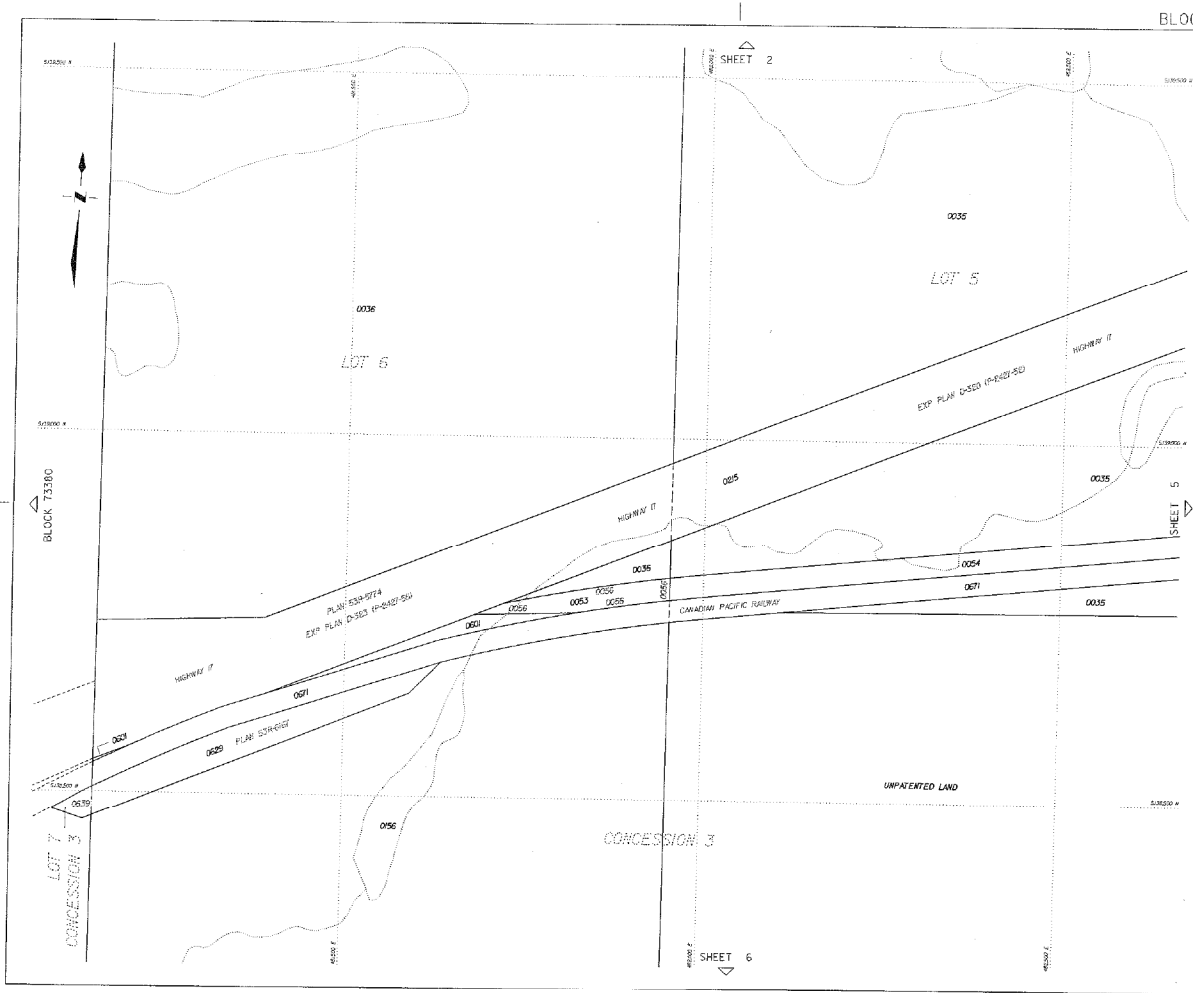
NORTH AMERICAN DATUM (NAD 83)
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80°W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS REGISTERED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
MARKING PURPOSES ONLY

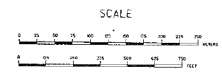
FOR DETERMINATION OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
DAILY MAJOR EASEMENTS
AND EASEMENTS

REFERENCE PLANS INCLUDING SOME RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
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SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73381 - SHEET 4
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73381
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

INDEXED PROPERTY BOUNDARY	---
LEGASOLD PROPERTY BOUNDARY	---
NATURAL RESOURCES PROPERTY BOUNDARY	---
PREVIOUS PROPERTY NUMBER	0047
CLASSIFIED PROPERTY NUMBER	0057
NATURAL RESOURCES PROPERTY NUMBER	0047
CONVEYOR SYMBOL	---
STREAMEL BOUNDARY	---
EASEMENT	---
UTM GRID	---
ADJOINING SHEET NUMBER	---

THE INDEX NUMBER FOR ANY PROPERTY (E.G. 0038 + 0011) IS COMPOSED OF THE MAP BLOCK NUMBER (0038) AND THE FOUR DIGIT NUMBER (0011) WHICH APPLIES TO EACH ACTIVATED PROPERTY.

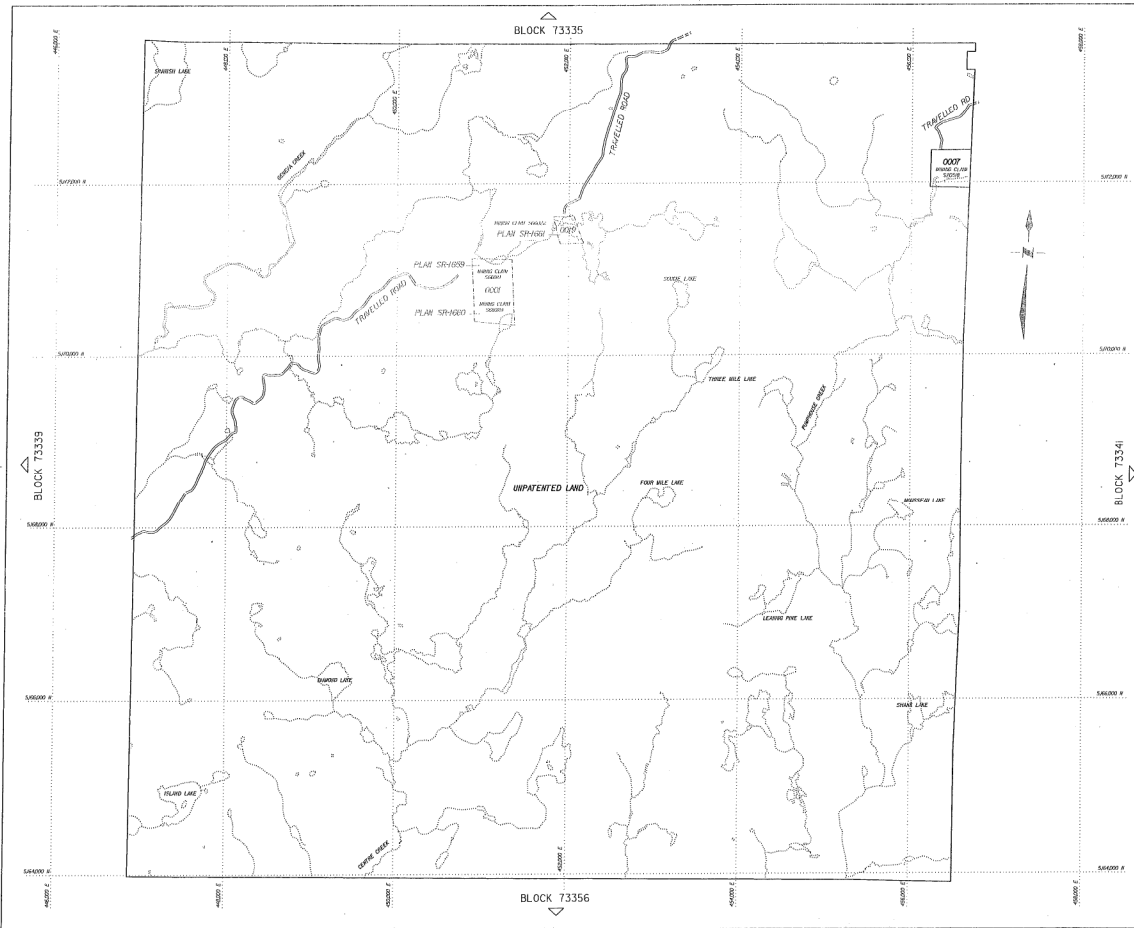
NOTES

NORTH: FEDERAL DATUM 83
VERTICAL: PROVINCIAL VECTOR PROJECTION
ZONE 17, CANADIAN HORIZONTAL T.M.P.

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS REGISTERED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
PURPOSES ONLY

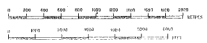
FOR DETERMINING OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
ONLY. A JOHN E. SEYMOUR
P.L.L.C. SUDBURY
REGISTERED PLANS UNDER THE JUNE 1992
REGULATIONS ARE NOT SHOWN



MINISTRY OF
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ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73340 - SHEET 1
ON OCTOBER 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73340
TOWNSHIP OF
HART
DISTRICT OF SUDBURY
(OFFICE 53)

LAST IDENTIFIER USED
0007
0008
0009
0010
0011
0012
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0090
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0100

LEGEND

- FRESHWATER PROPERTY BOUNDARY
- LEASINGHOOD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRESHWATER PROPERTY NUMBER 0147
- LEASINGHOOD PROPERTY NUMBER 0147
- NATURAL RESOURCE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STRAIGHT BOUNDARY
- EXCISEMENT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0028 - 040) IS COMPOSED OF THE MAP BLOCK NUMBER, SECTION AND THE FROM/TO NUMBER (WITH NEIGH. APPLICABLE) IN EACH ACTIVATED PROPERTY.

NOTES

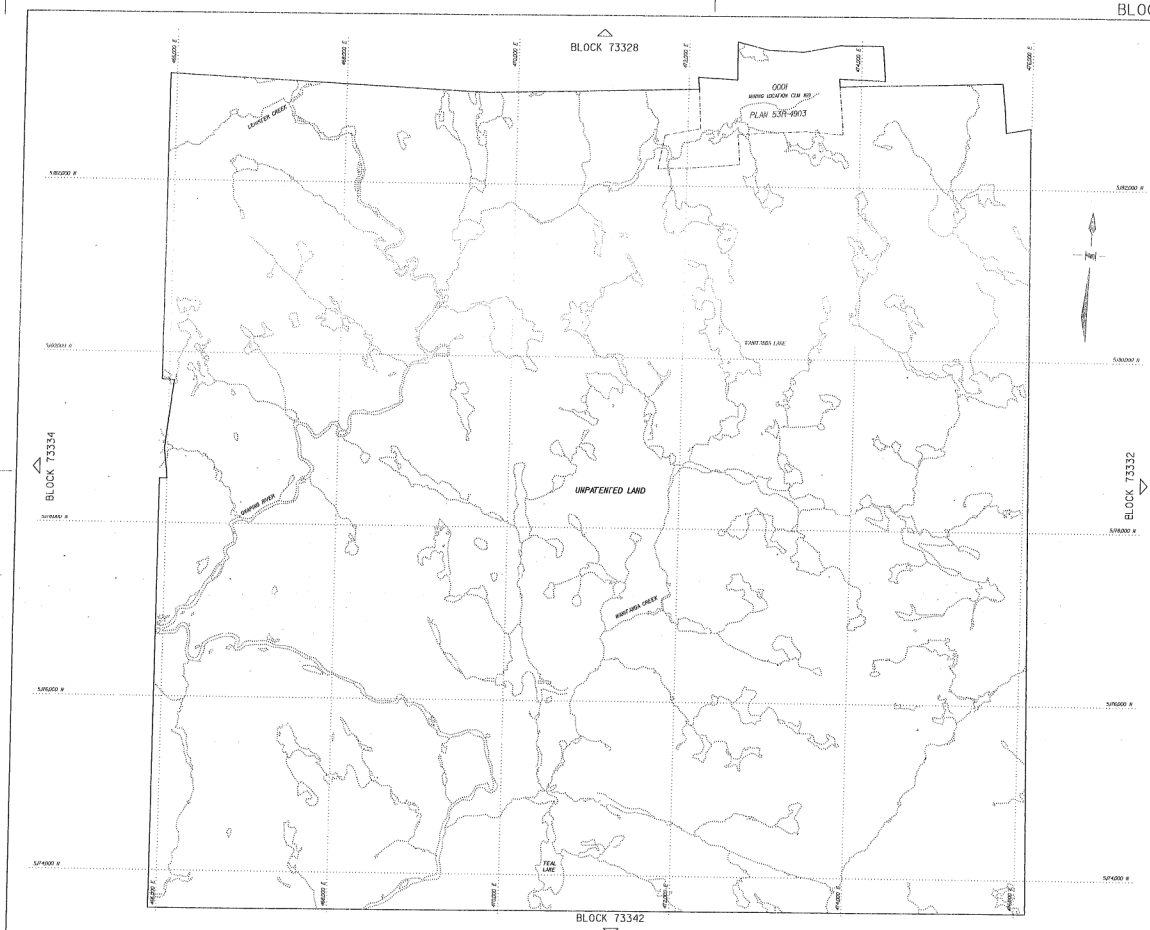
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLAN AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY.

FOR INDICATIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS.
ONLY MAJOR ENCUMBRANCES
ARE SHOWN.

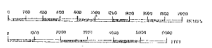
REFERENCE PLANS UNDER THE MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED.



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73333 - SHEET 1
ON OCTOBER 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73333
TOWNSHIP OF
HARTY
DISTRICT OF SUDBURY
(OFFICE 53)

LAST REFINER USED	
0000	

LEGEND

- PRELIMINARY PROPERTY BOUNDARY
- CLASSIFIED PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- LEASOLD PROPERTY NUMBER 01-67
- LEASEHOLD PROPERTY NUMBER 01-67
- NATURAL RESOURCE PROPERTY NUMBER 01-67
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER BLOCK 7316

THE NUMBER REFERRED FOR ANY PROPERTY (E.G. 0000 - 0001)
IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR
DIGIT NUMBER (0001) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

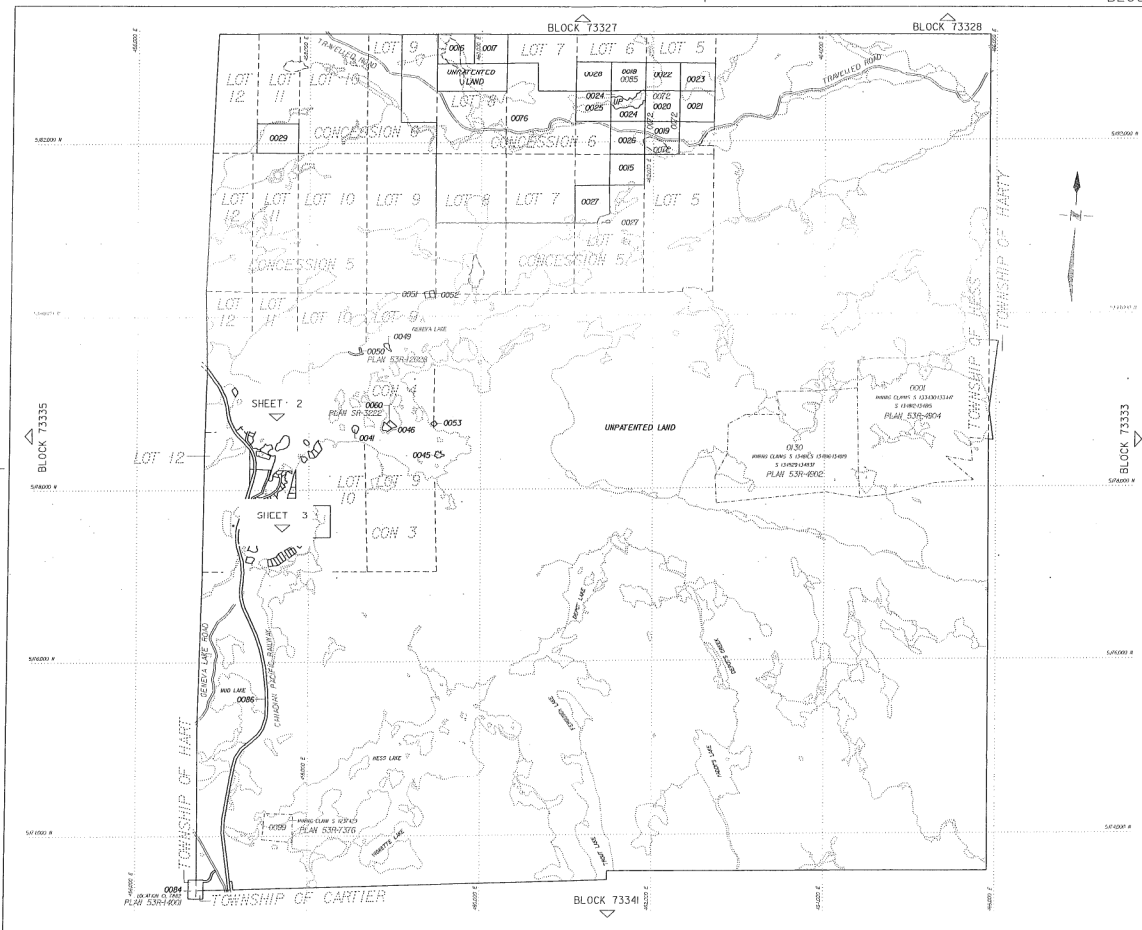
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 80° W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECEIVED BY THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY

FOR BOUNDARIES OF PROPERTY BOUNDARIES
SEE RECEIVED PLANS AND DOCUMENTS
ONLY BOUNDARY EASEMENTS
ARE SHOWN

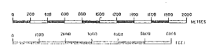
REFERENCE PLANS DATED THE MORE RECENT
REFERENCE PLANS ARE NOT INDICATED



MINISTRY OF
ONTARIO CONSUMER AND
BUSINESS SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73334 - SHEET 1
ON DECEMBER 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73334
TOWNSHIP OF
HESS
DISTRICT OF SUDBURY
(OFFICE 53)

LAST REVISION INDEX
0444
03/16/2004
03/16/2004

LEGEND

- FRENCHED PROPERTY BOUNDARY
- LEASOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRENCHED PROPERTY NUMBER
- LEASOLD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJUSTING MAP NUMBER

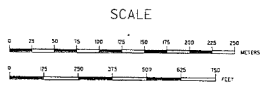
THE UNDER NUMBER FOR ANY PROPERTY (E.G. 0008 - 0445) IS COMPOSED OF THE MAP BLOCK NUMBER AND THE MAP DOT NUMBER BOTH WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

- NORTH AMERICAN DATUM 83
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MESSAGES TOP 8
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PRACTICAL PURPOSES ONLY
- FOR INFORMATION ON PROPERTY BOUNDARIES, SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAJOR EASEMENTS ARE SHOWN
- REFERENCE PLANS UNDERLINE MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO



PROPERTY INDEX MAP
BLOCK 73334
TOWNSHIP OF
HESS
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FREEHOLD PROPERTY BOUNDARY	—————
LEASEHOLD PROPERTY BOUNDARY	—————
NATURAL RESOURCE PROPERTY BOUNDARY	—————
FREEHOLD PROPERTY NUMBER	0047
LEASEHOLD PROPERTY NUMBER	0047
NATURAL RESOURCE PROPERTY NUMBER	0047
TOWNSHIP FIDUCIARY	—————
STREAMS, RIVERS	—————
EASEMENT	—————
UTM GRID	435020 0
ADJOINING MAP NUMBER	53 244

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 8°00'W

THIS IS NOT A PLAN
OF SURVEY


THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY. MAJOR EASEMENTS
ARE SHOWN

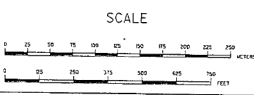
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0028 - 047)
IS COMPOSED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR
DOT NUMBER (047) WHICH APPEARS IN EACH IDENTIFIED PROPERTY




 MINISTRY OF
 CONSUMER AND
 BUSINESS
 SERVICES
 ONTARIO

THIS INDEX MAP SHOWS ALL
 PROPERTIES EXISTING IN
 BLOCK 73334 - SHEET 3
 ON DECEMBER 1, 2004



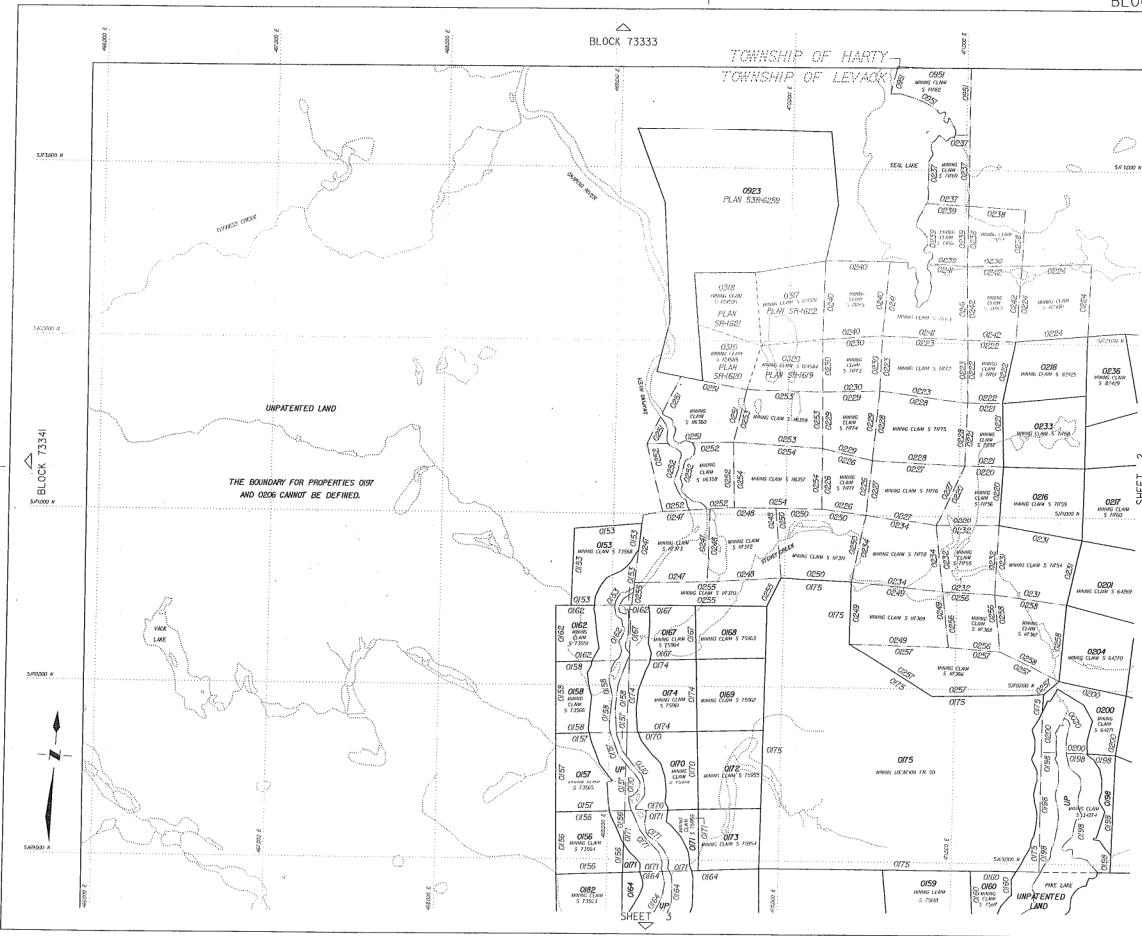
PROPERTY INDEX MAP
 BLOCK 73334
 TOWNSHIP OF
 HESS
 DISTRICT OF SUDBURY
 (OFFICE 53)

LEGEND	
FRASER/100-111-100-101	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESERVE PROPERTY BOUNDARY	---
FRESHWATER PROPERTY NUMBER	0001
LEASEHOLD PROPERTY NUMBER	0001
NATURAL RESERVE PROPERTY NUMBER	0001
TOWNSHIP ADJACENT	---
STREAMS, RIVERS	---
EASEMENTS	---
UTM GRID	---
2010/10/10 MAP NUMBER	---

NOTES
 NORTH AMERICAN DATUM 83
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 17 CENTRAL MERIDIAN 8° 00' W
 THIS IS NOT A PLAN
 OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND
 DOCUMENTS RECORDED IN THE LAND REGISTRY
 SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
 INDEXING PURPOSES ONLY.
 FOR DIMENSIONS OF PROPERTY BOUNDARIES
 SEE RECORDED PLANS AND DOCUMENTS.
 ONLY MAJOR EASEMENTS
 ARE SHOWN.
 REFERENCE PLANS UNDERLYING MORE RECENT
 REFERENCE PLANS ARE NOT IDENTIFIED.

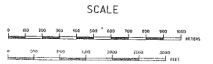
THE LINKAGE NUMBER FOR THIS PROPERTY (001, 002, 003, 004) IS COMPOSED OF THE LAST BLOCK NUMBER (001) AND THE FOUR-DIGIT NUMBER (004) WHICH APPEARS IN EACH ACTIVATED PROPERTY

BLOCK 73334 - SHEET 3 OF 3



MINISTRY OF
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SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 1
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER LEVACK
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LAST REGISTERED	
0207	
0208	

- LEGEND**
- FRESHWATER PROPERTY BOUNDARY
 - LEASOLD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRESHWATER PROPERTY NUMBER
 - LEASOLD PROPERTY NUMBER
 - NATURAL RESOURCE PROPERTY NUMBER
 - TOWNSHIP FABRIC
 - STREAMS/RIVERS
 - EXHAUST
 - UTV CRO
 - ADJOINING MAP NUMBER

NOTES

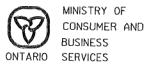
1976th AMERICAN DATUM 8303
MUTUAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERRIDEN 50°N

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
PURPOSES ONLY

FOR DETERMINATION OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY. MAJOR ELEMENTS
ARE SHOWN

REFERENCED PLANS AND DOCUMENTS WERE RECENT
REFERENCED PLANS ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 2
ON JANUARY 1, 2005



SCALE

PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

- LEGEND
- FRENCHED PROPERTY BOUNDARY
 - LEASHELD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRENCHED PROPERTY NUMBER 01-07
 - LEASHELD PROPERTY NUMBER 01-07
 - NATURAL RESOURCE PROPERTY NUMBER 01-07
 - TOWNSHIP FABRIC
 - STREAMS, RIVERS
 - EXHAUST
 - UTM GRID
 - ADDRESS MAP NUMBER

NOTES

THE INDEX NUMBER FOR ANY PROPERTY (E.G. 0008 - 0015) IS COMPOSED OF THE MAP BLOCK NUMBER (BLOCK) AND THE FOUR-DIGIT NUMBER (0015) WHICH APPEARS IN EACH ACTUATED PROPERTY.

NORTH DATUM IS 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° W

THIS IS NOT A PLAN OF SURVEY

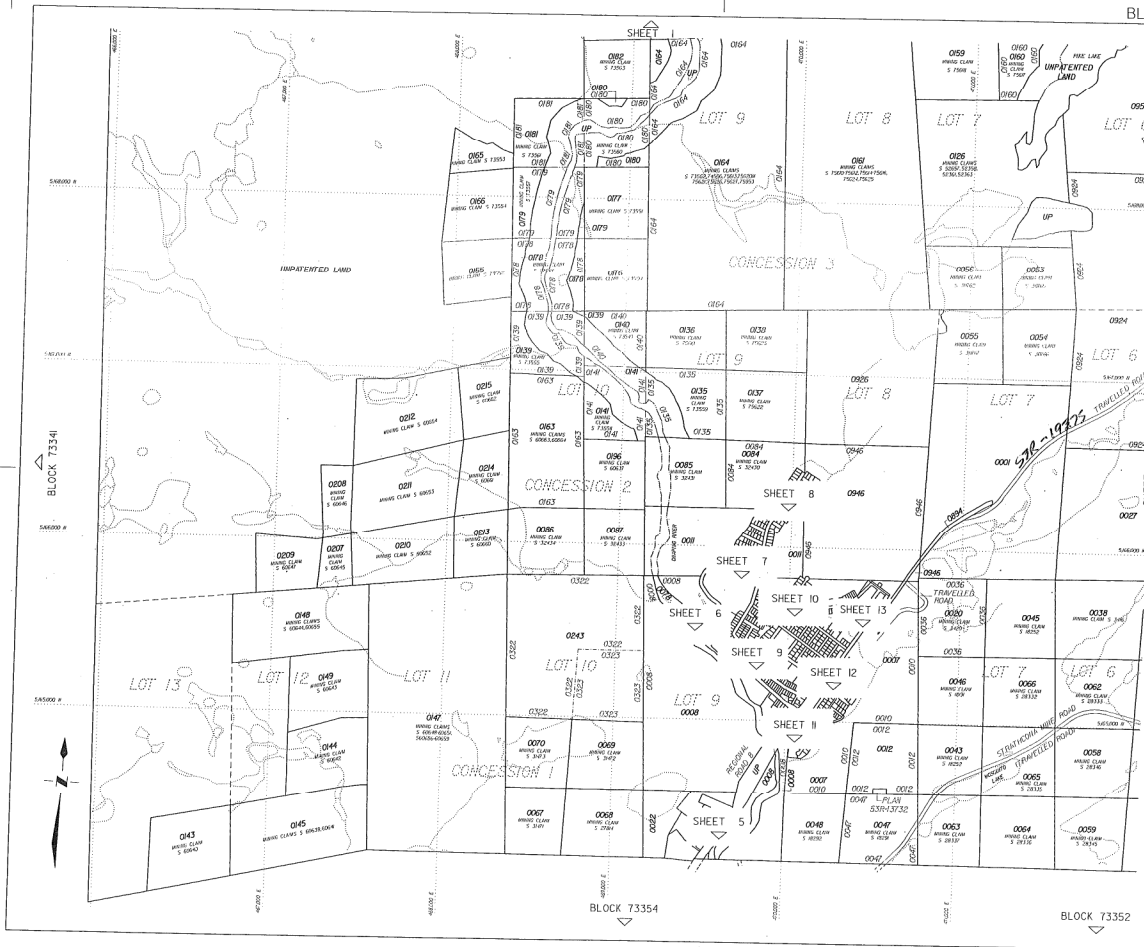
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RESEARCH PURPOSES ONLY.

FOR DETERMINING OF PROPERTY BOUNDARIES, SEE RECORDED PLANS AND DOCUMENTS.

DAILY MAJOR ELEMENTS ARE SHOWN.

REFERENCE PLANS UNDER THIS MAP RECESS REFERENCE PLANS ARE NOT SHOWN.

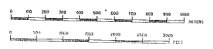
10000



MINISTRY OF
ONTARIO
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BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 3
ON JANUARY 4, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

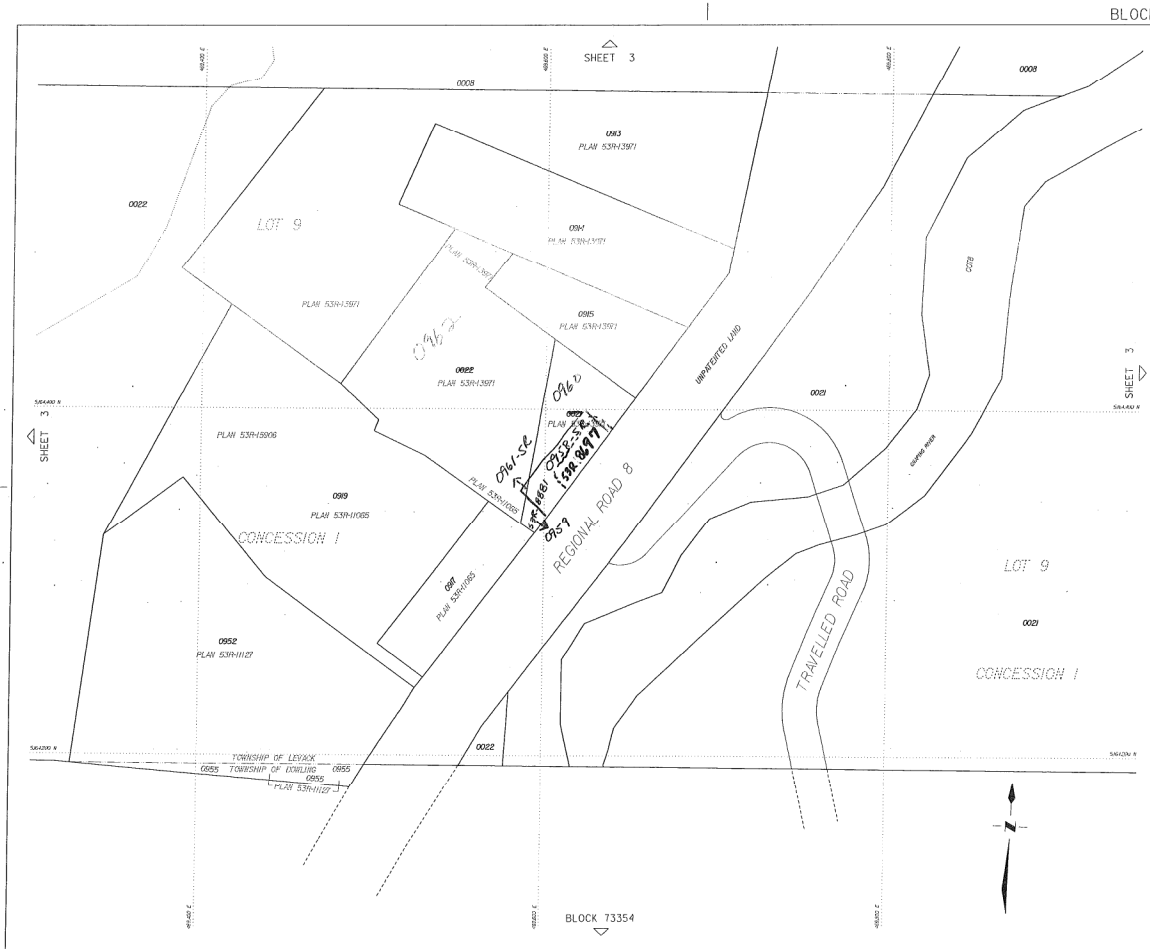
- FRENCH PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESERVE PROPERTY BOUNDARY
- FRENCH PROPERTY NUMBER 0147
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESERVE PROPERTY NUMBER 0147
- TOWNHIP FABRIC
- STREAMS/RIVERS
- EASEMENT
- UTM GRID
- ADDRESS MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0001 - 0001) IS COMPOSED OF THE MAP BLOCK NUMBER (BLOCK) AND THE FOUR DIGIT NUMBER (UNITS) WHICH APPEARS IN EACH ACTIVATED PROPERTY.

NOTES

NORTH AMERICAN DATUM AND
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 82° 00' W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY
FOR BOUNDARIES OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY IN A JOB CASEMENTS
A RE SURVEY
REFERENCE PLANS INVOLVING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

10000



MINISTRY OF
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 SERVICES

THIS INDEX MAP SHOWS ALL
 PROPERTIES EXISTING IN
 BLOCK 73342 - SHEET 5
 ON JANUARY 1, 2005



PROPERTY INDEX MAP
 BLOCK 73342
 CITY OF GREATER
 SUDBURY
 DISTRICT OF SUDBURY
 (OFFICE 53)

LEGEND

FIELD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	----
NATURAL RESERVE PROPERTY BOUNDARY	.....
LEASEHOLD PROPERTY NUMBER	0001
LEASEHOLD PROPERTY NUMBER	0002
NATURAL RESERVE PROPERTY NUMBER	0003
TOWNSHIP FABRIC	-----
STREAM, RIVER	~~~~~
LEGEND	-----
UTM GRID	00000 0
ADRIAN MAP NUMBER	00000 0

THE SCALE APPLICABLE FOR ANY PROPERTY IS 1:50000 - DATA IS COPIED FROM THE MAP BLOCK NUMBER 0000 AND THE FOUR DOT NUMBER 0000 WHEN APPLIED TO EACH ACTIVATED PROPERTY

NOTES

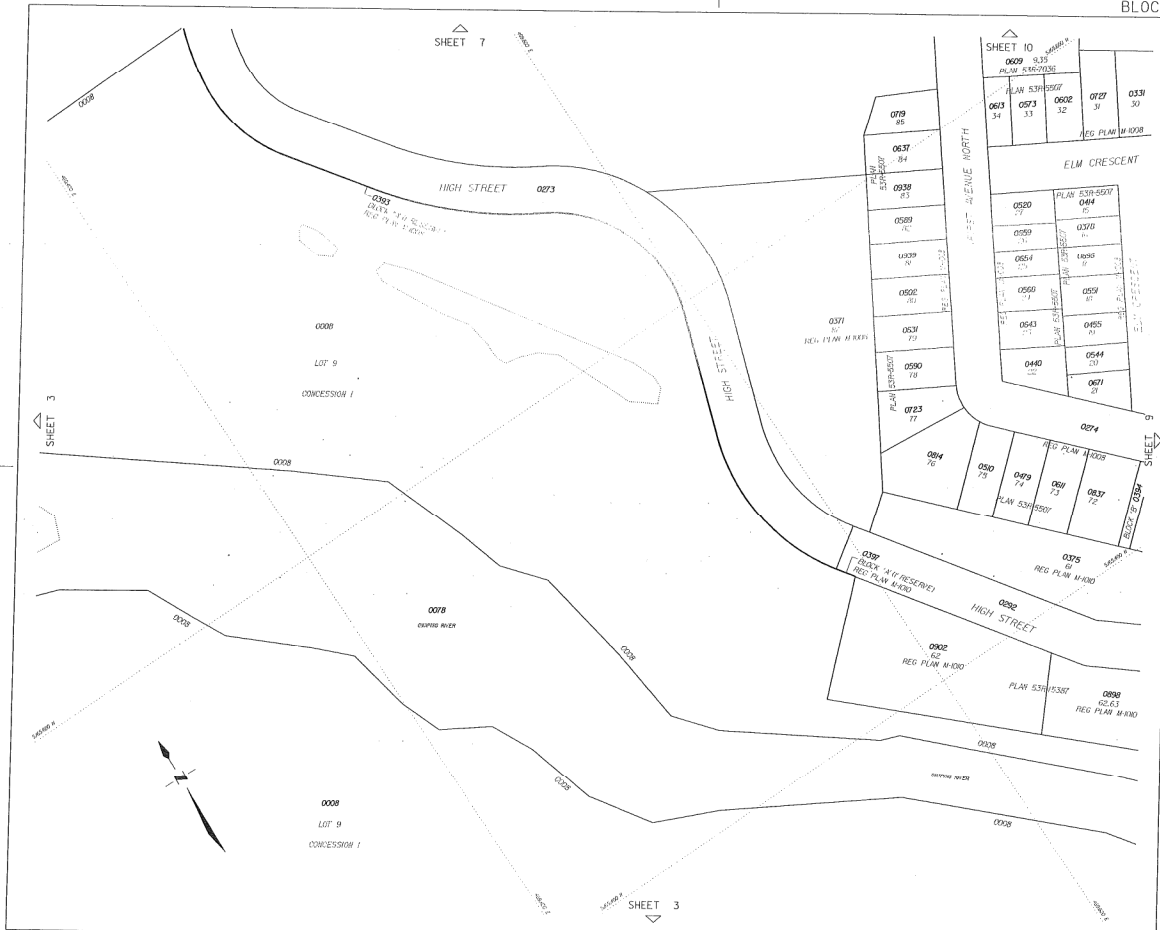
NORTH AMERICAN DATUM 1983
 HORIZONTAL TRANSFORMER PROJECTION
 ZONE 18 CENTRAL MERIDIAN 81°00' W

THIS IS NOT A PLAN
 OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
 DOCUMENTS RECEIVED BY THE LAND REGISTRY
 SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
 RECORDING PURPOSES ONLY

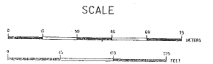
FOR ENDEAVORS OF PROPERTY BOUNDARIES
 SEE RECORDED PLANS AND DOCUMENTS
 D.P.L. MAPS & SURVEYS
 A.P.E. 3 0 0 0 0

REFERENCE PLANS IDENTIFYING SOME RECENT
 REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 6
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

- LEGEND**
- FRESHWATER PROPERTY BOUNDARY
 - LEASING PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRESHWATER PROPERTY NUMBER 01-07
 - LEASING PROPERTY NUMBER 01-07
 - NATURAL RESOURCE PROPERTY NUMBER 01-07
 - TOWNSHIP FABRIC
 - STREAMS, RIVERS
 - EXHIBIT
 - UTM GRID
 - ADJOINING MAP NUMBER 01-01, 01-02

THE SOURCE REFERENCE FOR ANY PROPERTY (E.G. 0008 - 0101) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE FOUR DIGIT NUMBER (0101) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

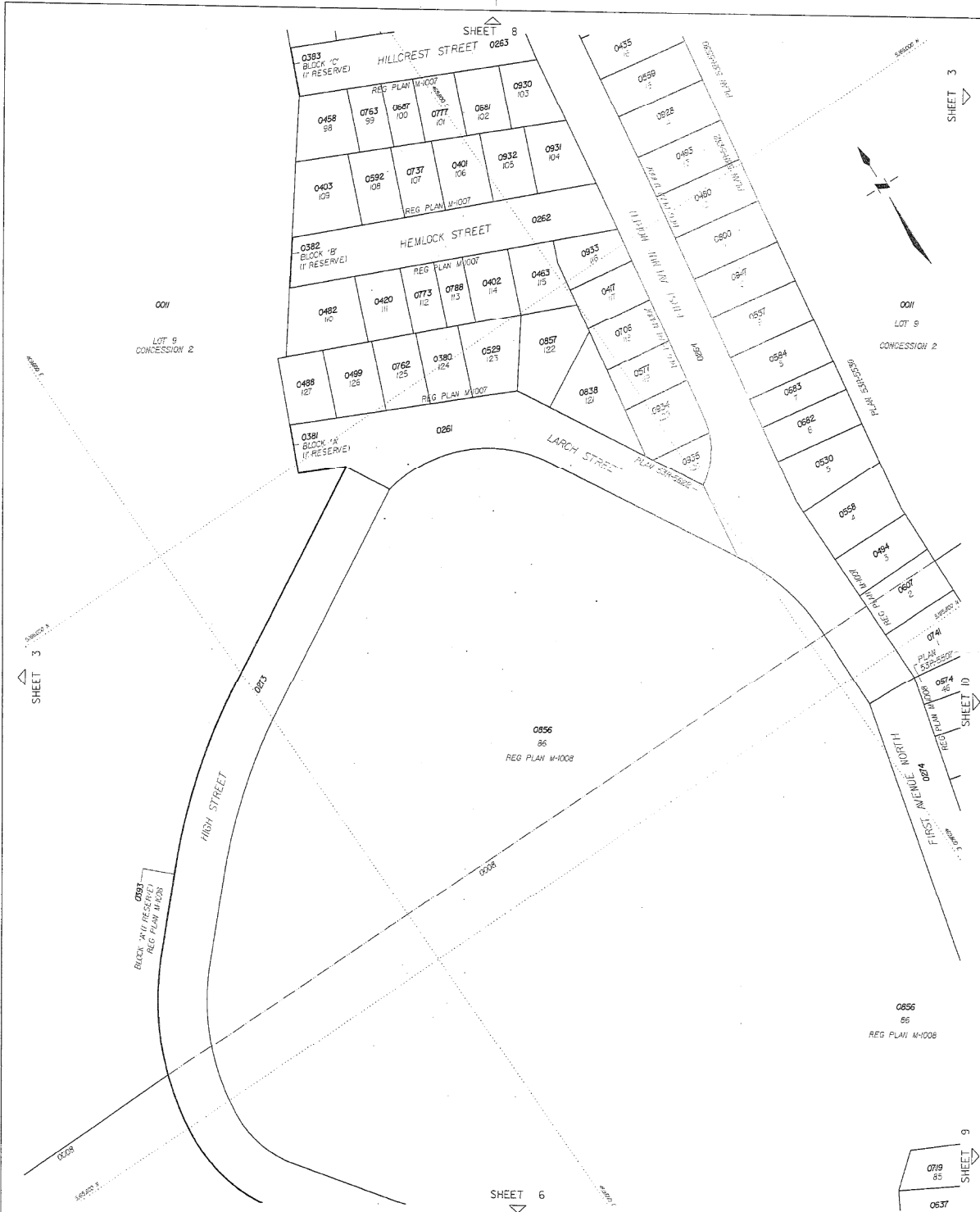
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 79° W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND RECORDS
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDICATING PURPOSES ONLY

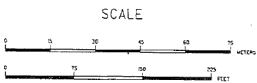
FOR DETERMINING OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
IF ANY. MAJOR EASEMENTS
ARE SHOWN

REFERENCED PLANS UNDER THIS MORE RECENT
REFERENCE PLANS ARE NOT SHOWN



MINISTRY OF
CONSUMER AND
BUSINESS
ONTARIO SERVICES

PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)



LEGEND

FRENCHOLD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FRENCHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	---
STREAMS/RIVERS	---
EASEMENT	---
UTM GRID	---
ADJOINING ZONE NUMBER	---

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81° 00' W

THIS IS NOT A PLAN
OF SURVEY

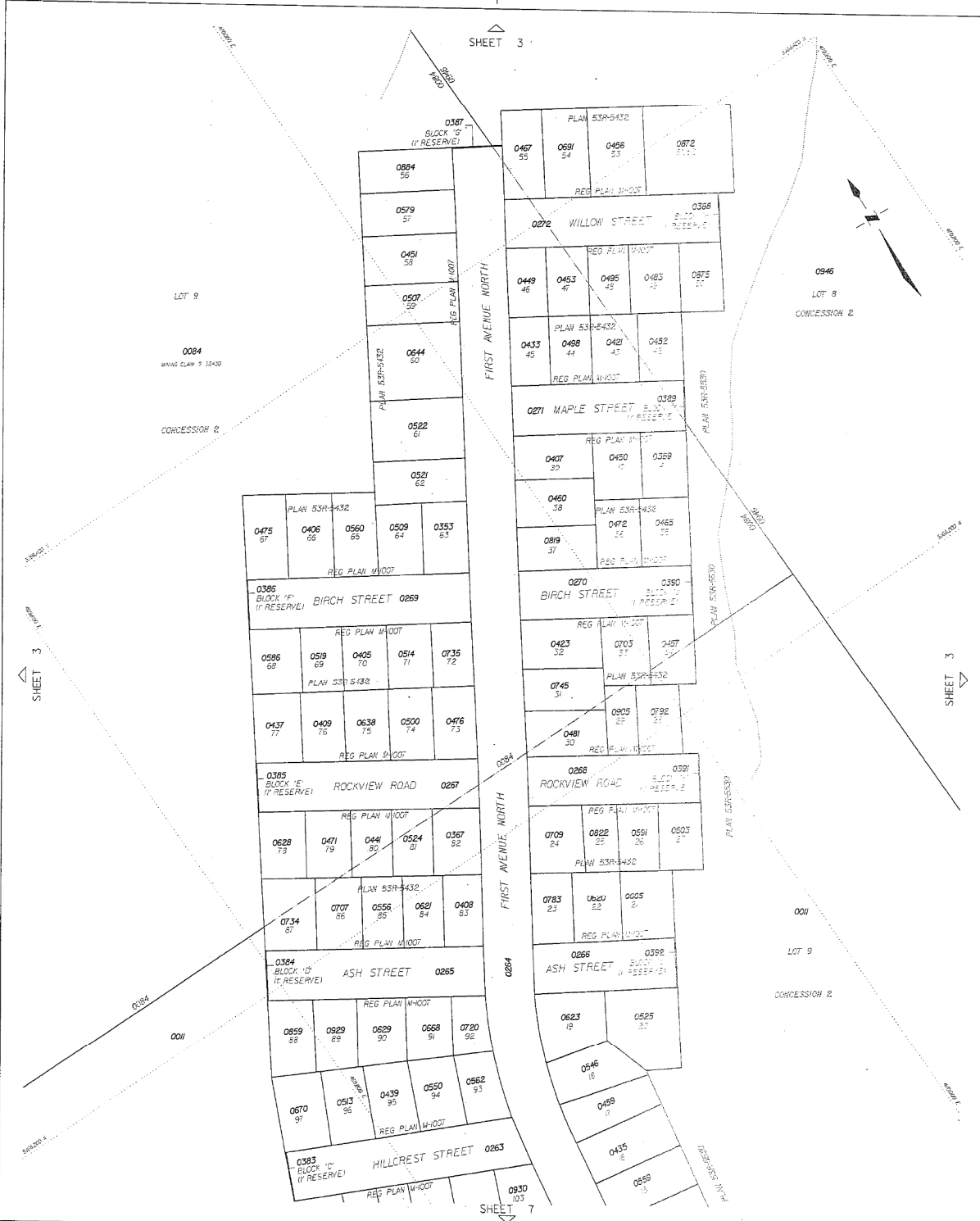
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

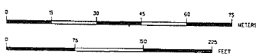
THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 2024 - 047)
IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FIGUR
DIGIT NUMBER (047) WHICH APPEARS ON EACH ACTIVATED PROPERTY



MINISTRY OF
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BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 8
ON JANUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FRESHWATER PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRESHWATER PROPERTY NUMBER
- LEASEHOLD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STRAKAS, PHENS
- EASEMENT
- UTILITY GRID
- ADJOINING MAP NUMBER

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERIDIAN PROJECTION
ZONE 17 CENTRAL MERIDIAN 8°00'W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INSURING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (REG. 0003 - 0005)
IS COMPOSED OF THE MAP BLOCK NUMBER (00000) AND THE FOUR
DOT NUMBER (0001) WHICH APPEARS IN EACH IDENTIFIED PROPERTY



MINISTRY OF
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BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 9
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

- LEGEND**
- FREEDLAND PROPERTY BOUNDARY
 - LEASING PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FREEDLAND PROPERTY NUMBER 0267
 - LEASING PROPERTY NUMBER 0267
 - NATURAL RESOURCE PROPERTY NUMBER 0267
 - TOWNSHIP FABRIC
 - STREAMS, RIVERS
 - EASEMENT
 - UTM GRID
 - ADDRESS MAP NUMBER

NOTES

NORTH AMERICAN DATUM - 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° W

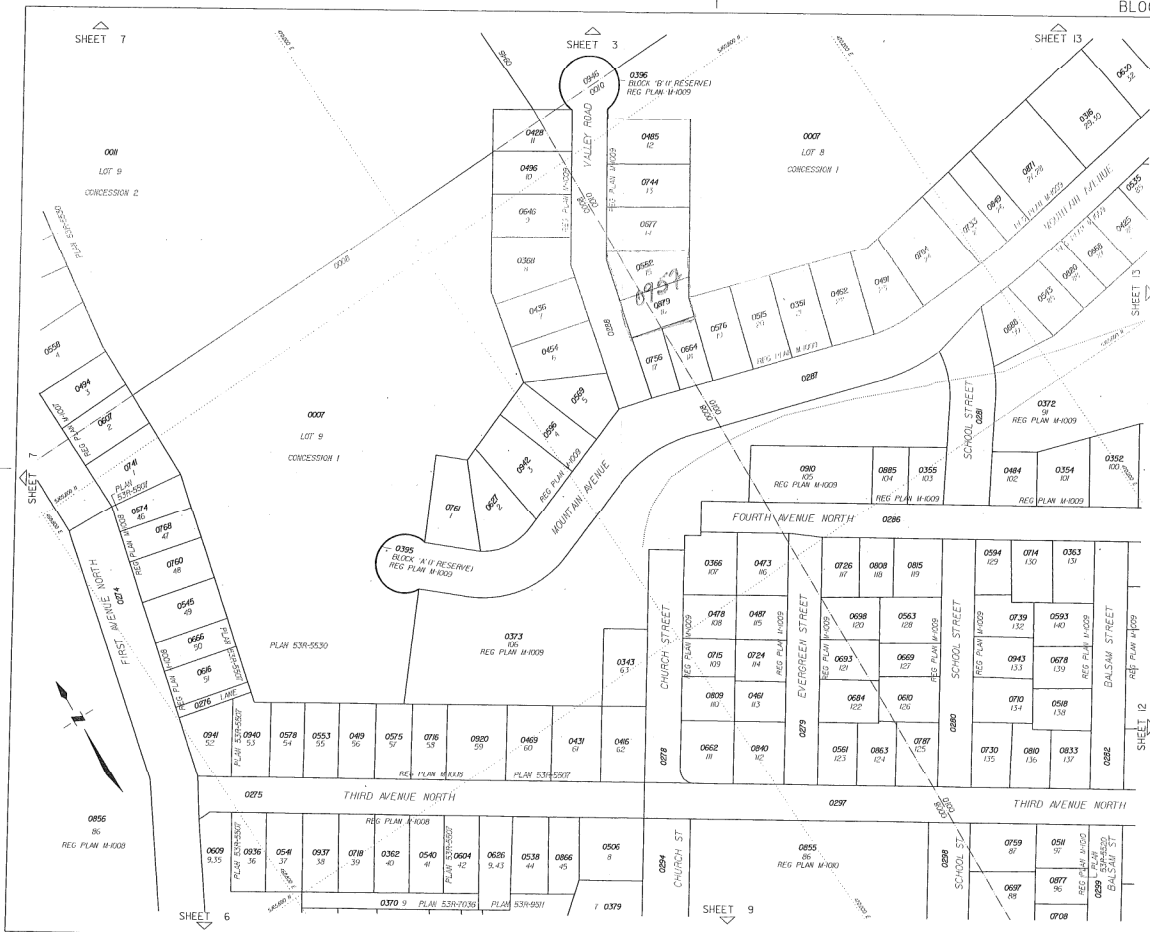
THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COPIED FROM PLANS AND
DOCUMENTS RECEIVED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
IDENTIFICATION PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDER WHICH THESE PRESENT
BOUNDARIES WERE PREVIOUSLY REGISTERED



MINISTRY OF
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BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 10
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FIELDHOOD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	----
NATURAL RESERVE PROPERTY BOUNDARY	.....
FIELDHOOD PROPERTY NUMBER	0407
LEASEHOLD PROPERTY NUMBER	0407
NATURAL RESERVE PROPERTY NUMBER	0407
TOWNSHIP FABRIC	-----
STRAILING RIGHTS	-----
EASEMENT	-----
UTM GRID	-----
ADJOINING MAP NUMBER	BLOCK 345

NOTES

NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 COORDINATES 18N
THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COPILED FROM PLANS AND
DOCUMENTS FILED IN THE LAND REGISTRY
SYSTEM AND WAS PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY

FOR DIVISIONS OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
D W L Y MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDER THIS WORK WERE
REGISTERED PLANS AND NOT IDENTICAL



MINISTRY OF
CONSUMER AND
BUSINESS
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET II
ON JANUARY 1, 2005



SCALE

PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

- LEGEND**
- FRENCH PROPERTY BOUNDARY
 - LEASING PROPERTY BOUNDARY
 - NATURAL RESERVE PROPERTY BOUNDARY
 - FRENCH PROPERTY NUMBER 0007
 - LEASING PROPERTY NUMBER 0007
 - NATURAL RESERVE PROPERTY NUMBER 0007
 - TOWNSHIP FABRIC
 - STREAMS, RIVERS
 - EASEMENT
 - UTM GRID
 - ADJOINING MAP NUMBER

THE UNDER IDENTIFIER FOR ANY PROPERTY IS CAL 0000 - 0000 - 0000
IS EXPRESSED BY THE MAP BLOCK NUMBER 0000 AND THE PLAN
DOT NUMBER 0000 WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° WEST

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECEIVED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPRITY
PURPOSES ONLY

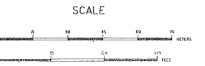
FOR CHANGES OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDER THE MORE RECENT
REFERENCE PLANS AND NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 12
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

- LEGEND**
- FIELD NO. PROPERTY BOUNDARY
 - LEASOLD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FIELD NO. PROPERTY NUMBER 01-67
 - LEASOLD PROPERTY NUMBER 01-67
 - NATURAL RESOURCE PROPERTY NUMBER 01-67
 - TOWNSHIP FABRIC
 - STREAMS, RIVERS
 - EASEMENT
 - UTM GRID
 - ADJACENT MAP NUMBER BLOCK 7342

NOTES

NORTH AMERICAN DATUM (NAD 83)
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° W

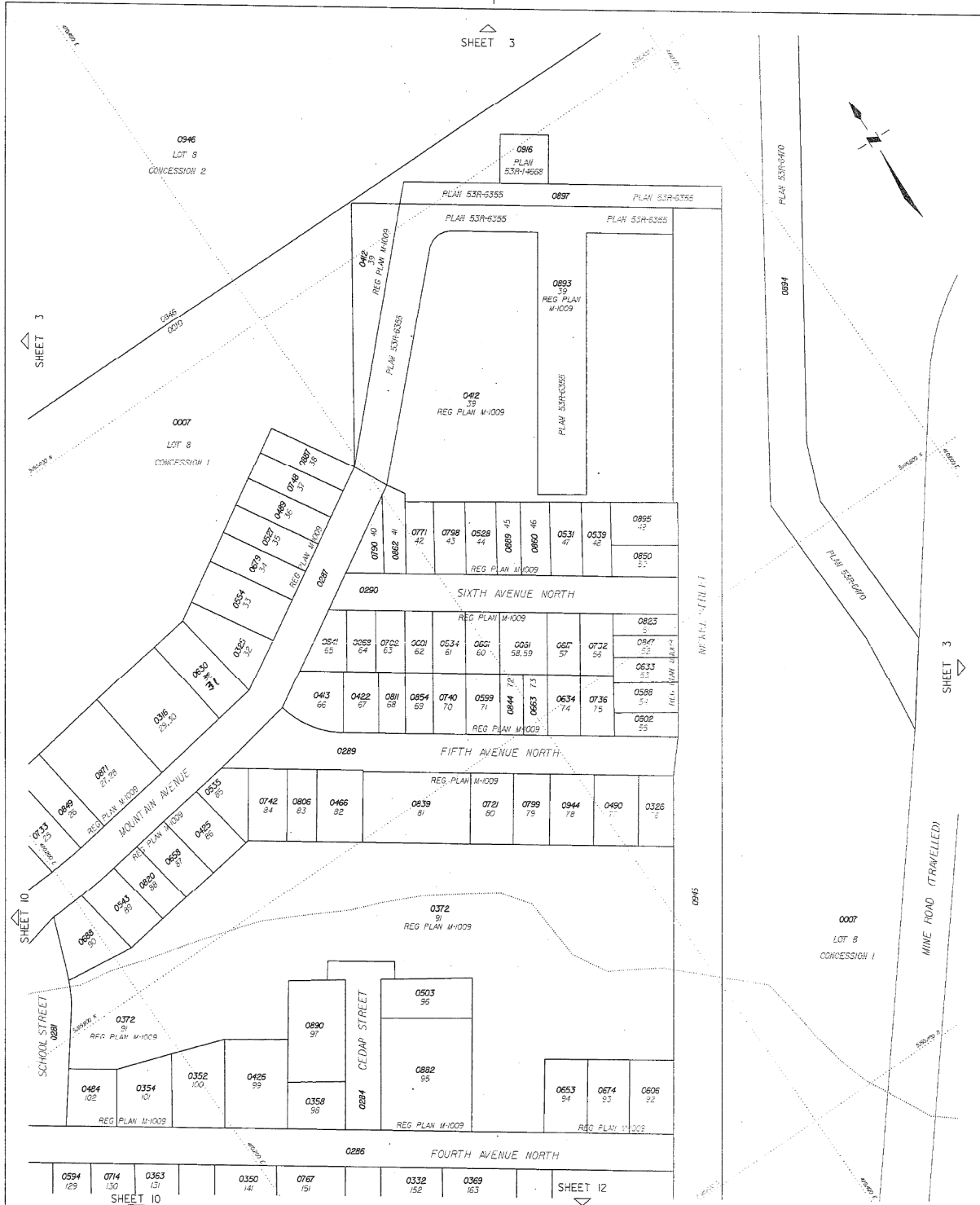
THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND RECORDS
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
IDENTIFICATION PURPOSES ONLY

FOR DISCUSSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR FEATURES
ARE SHOWN

RECORDED PLANS AND DOCUMENTS WHOSE RECORD
REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73342 - SHEET 13
ON JANUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73342
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FRESHWATER PROPERTY BOUNDARY
- - - LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- 0467 FRESHWATER PROPERTY NUMBER
- 0468 LEASEHOLD PROPERTY NUMBER
- 0469 NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FENCE
- STREAMS, RIVERS
- EASEMENT
- UTIL STR
- ADJOINING MAP NUMBER

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00'W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY. MAJOR EASEMENTS
ARE SHOWN

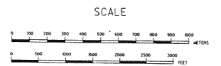
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

THE MAPLE IDENTIFIER FOR ANY PROPERTY (E.G., 2005-0467)
IS COMPOSED OF THE MAP BLOCK NUMBER (0400) AND THE FOUR
DIGIT NUMBER (0467) WHICH APPEARS IN EACH INDIVIDUAL PROPERTY

BLOCK 73342 - SHEET 13 OF 13



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73395 - SHEET 1 ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER SUDBURY (LORNE)
DISTRICT OF SUDBURY (OFFICE 53)

LAST ENTERED (2005)	
04/20	2
04/14	2

- LEGEND**
- FRESHWATER PROPERTY BOUNDARY
 - LEASOLD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRESHWATER PROPERTY NUMBER 0207
 - LEASOLD PROPERTY NUMBER 0207
 - NATURAL RESOURCE PROPERTY NUMBER 0207
 - TOWNSHIP PUBLIC STREAM/RIVER
 - STATEMENT
 - UTM GRID
 - ADJOINING MAP NUMBER

NOTES

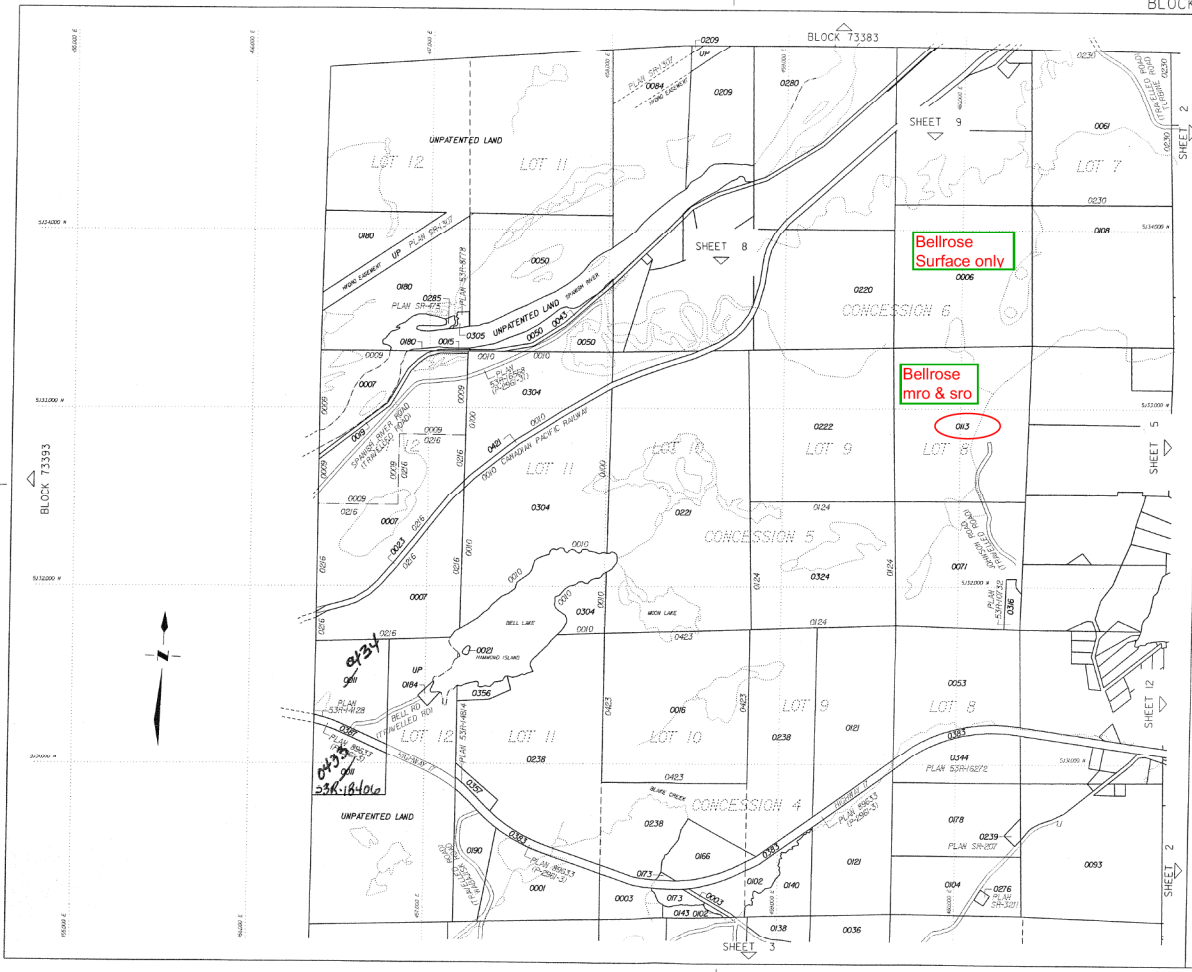
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00' W

THIS IS NOT A PLAN OF SURVEY

THE MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAPS AND CASES WITH A RE-SHOWN REFERENCE PLANS UNDER THE ABOVE RECENT REFERENCE PLANS ARE NOT IDENTIFIED

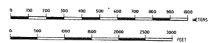




MINISTRY OF
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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 1
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY (LORNE)
DISTRICT OF SUDBURY
(OFFICE 53)

LAST ENTERED USED	
0435	2
0434	2

LEGEND

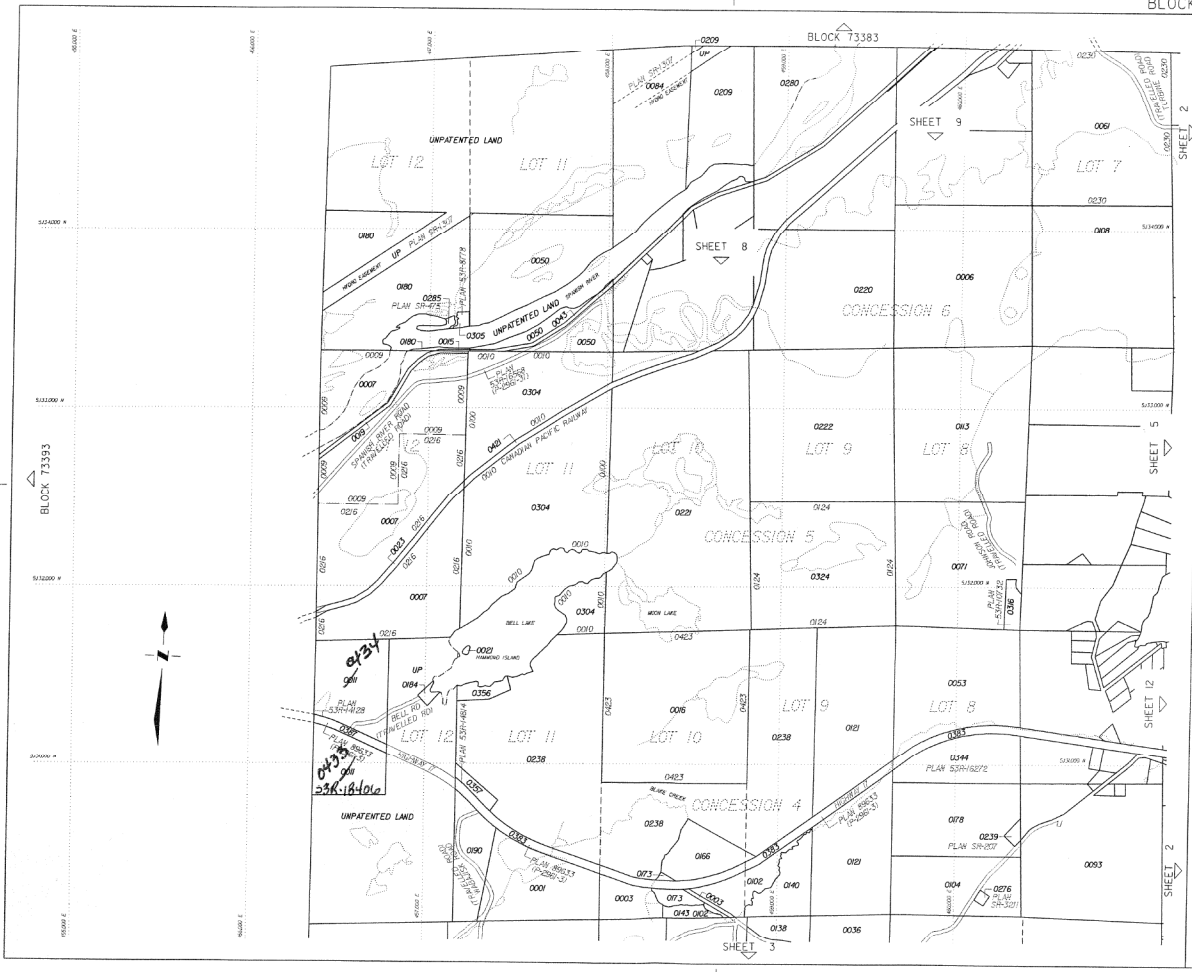
- FRESHWATER PROPERTY BOUNDARY
- LEASOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRESHWATER PROPERTY NUMBER
- LEASOLD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP PUBLIC
- STREAMS/RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

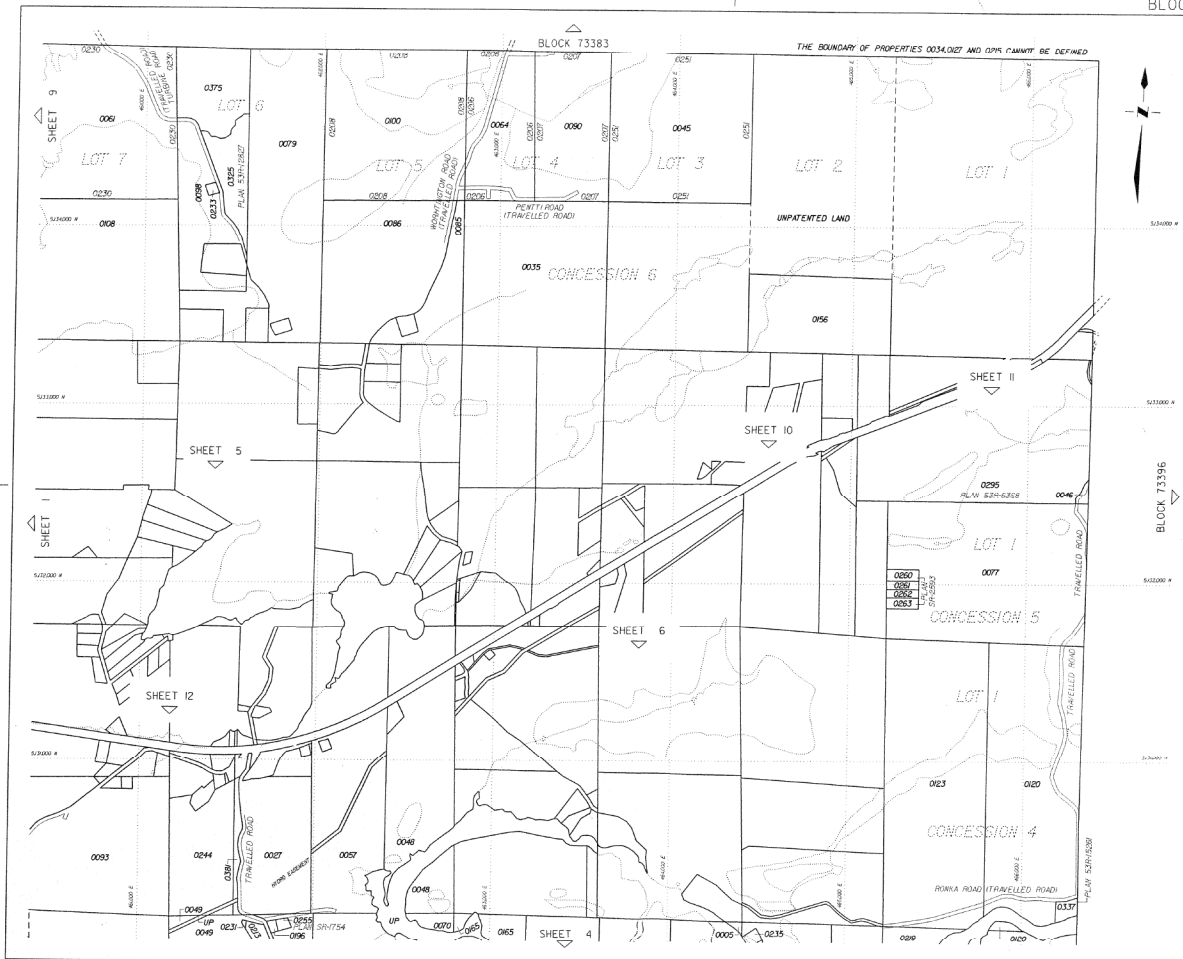
THE UNDEVELOPED PARTS OF ANY PROPERTY ARE SHOWN AS UNDEVELOPED AND ARE NOT PART OF THE MAP BLOCK NUMBER (0000) AND THE FOUR-DIGIT NUMBER (0000) APPEARING IN EACH UNDEVELOPED PROPERTY.

NOTES

- NORTH AMERICAN DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERRIDIAN 81°00' W
- THIS IS NOT A PLAN OF SURVEY
- THE MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAP BLOCK CASE NUMBERS ARE SHOWN
- REFERENCE PLANS UNDER THE ABOVE RECENT REFERENCE PLANS ARE NOT IDENTIFIED

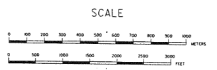
10000





MINISTRY OF
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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 2
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FIELD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	----
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FIELD PROPERTY NUMBER	0007
LEASEHOLD PROPERTY NUMBER	0040
NATURAL RESOURCE PROPERTY NUMBER	0047
TOWNSHIP FABRIC	-----
STREAMS, RIVERS	~~~~~
EASEMENT	-----
UTM GRID	ABSTRACT #
ADJOINING MAP NUMBER	BLOCK 73383

THE UNITS IDENTIFIED FOR ANY PROPERTY #2, 0000 - 0009
#3 COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR
DIGIT NUMBER (0010-0099) APPLICABLE TO EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN @ 70° W

THIS IS NOT A PLAN
OF SURVEY

THE MAP HAS BEEN COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
IDENTIFICATION ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY. S.H.M.N.

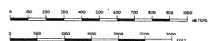
REFERENCE PLANS INVOLVING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
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BUSINESS
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 3
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

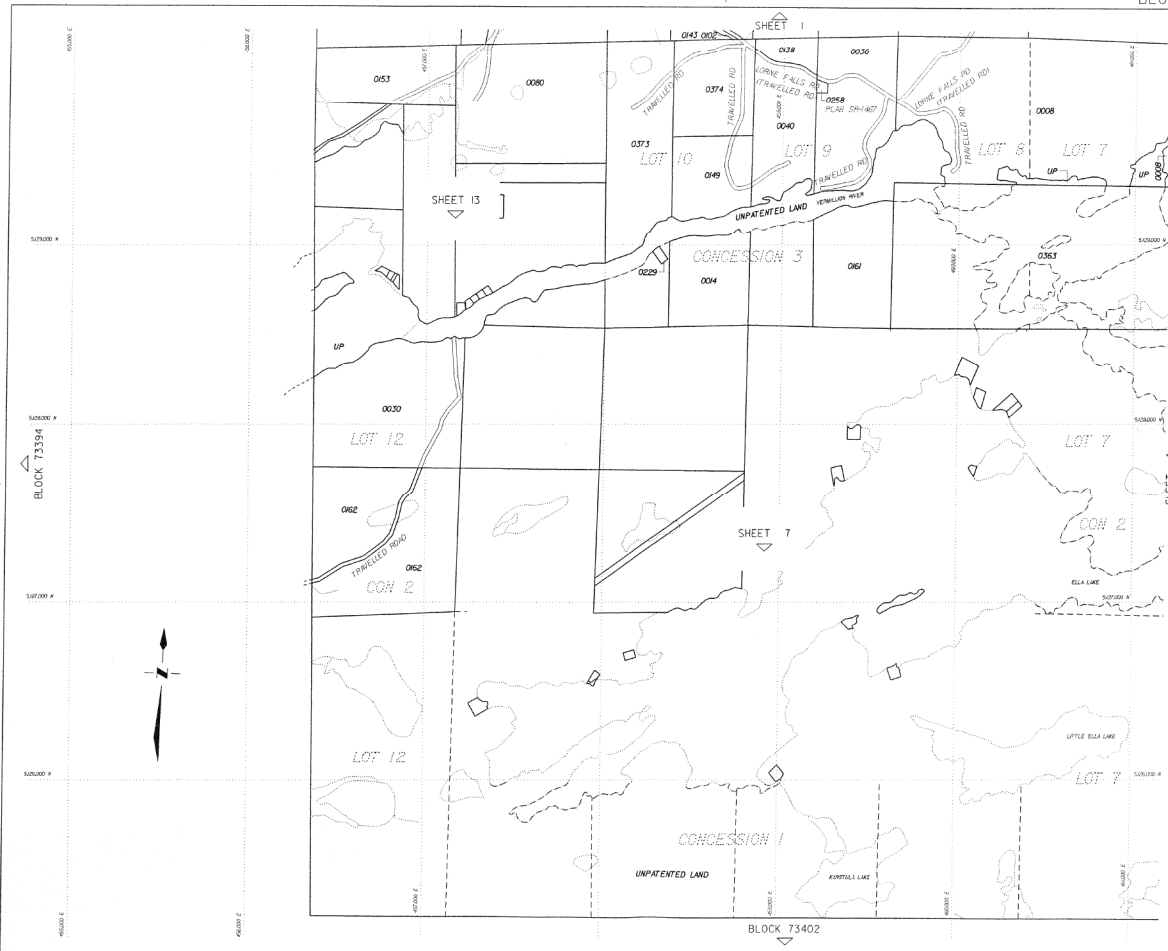
- PRELIMINARY PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESERVE PROPERTY BOUNDARY
- PRELIMINARY PROPERTY NUMBER
- LEASEHOLD PROPERTY NUMBER
- NATURAL RESERVE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EXEMPT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY IS A 10-DIGIT - 6-DIGIT
AS COMPOSED OF THE PRE-1984 MAP NUMBER AND THE 1984
DIGIT NUMBER (047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

- NORTH AMERICAN DATUM - 83
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERIDIAN 80° W
- THIS IS NOT A PLAN
- OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND
- DOCUMENTS RECORDED IN THE LAND REGISTRY
- SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
- INDEXING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES
- SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAJOR EASEMENTS
- ARE SHOWN
- REFERENCE PLANS UNDER THIS WORK SHEET
- REFERENCE PLANS ARE NOT IDENTIFIED

10000

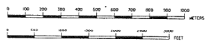




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ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 4
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

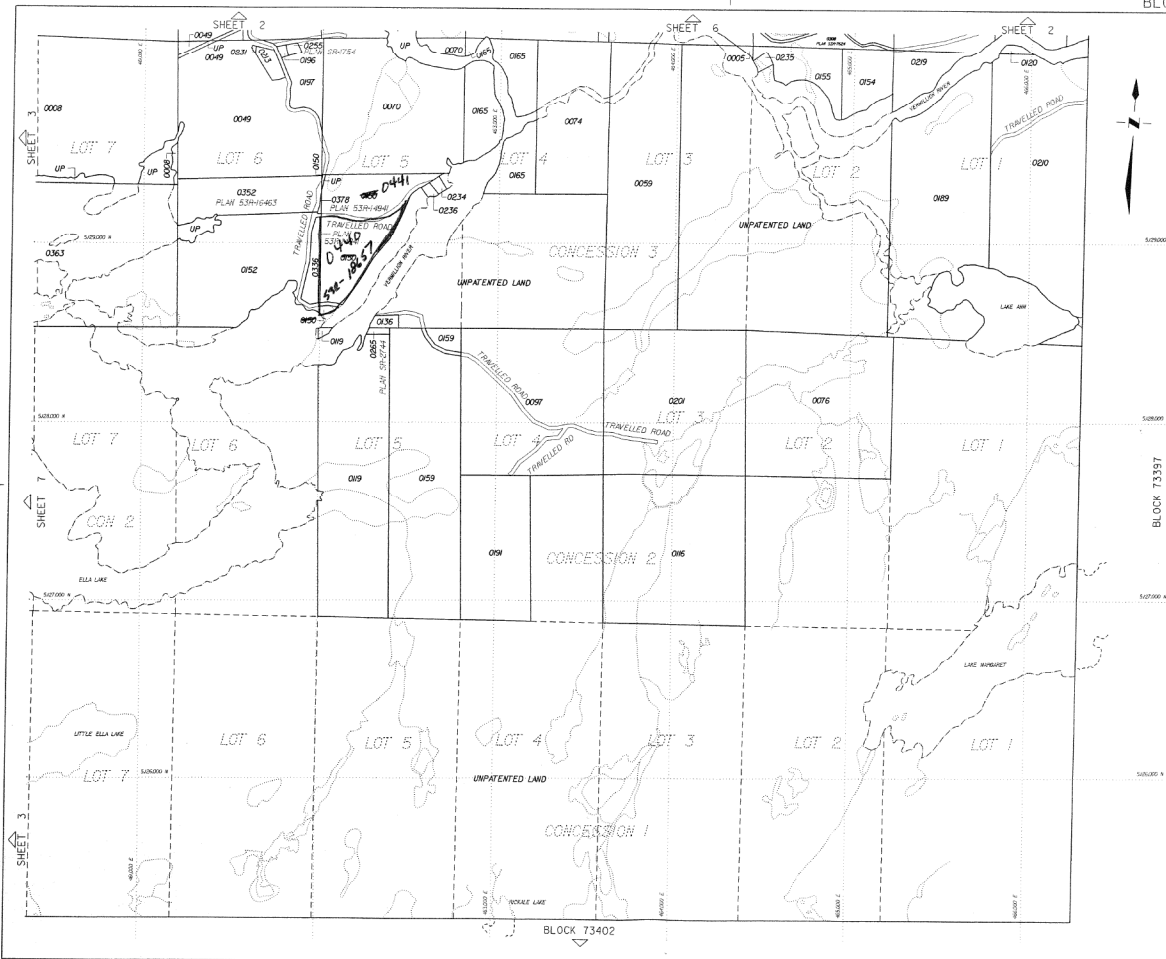
- FIREHOLD PROPERTY BOUNDARY
- LEASehold PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FIREHOLD PROPERTY NUMBER
- LEASehold PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EXTENSION
- UTM GRID
- ADJOINING MAP NUMBER

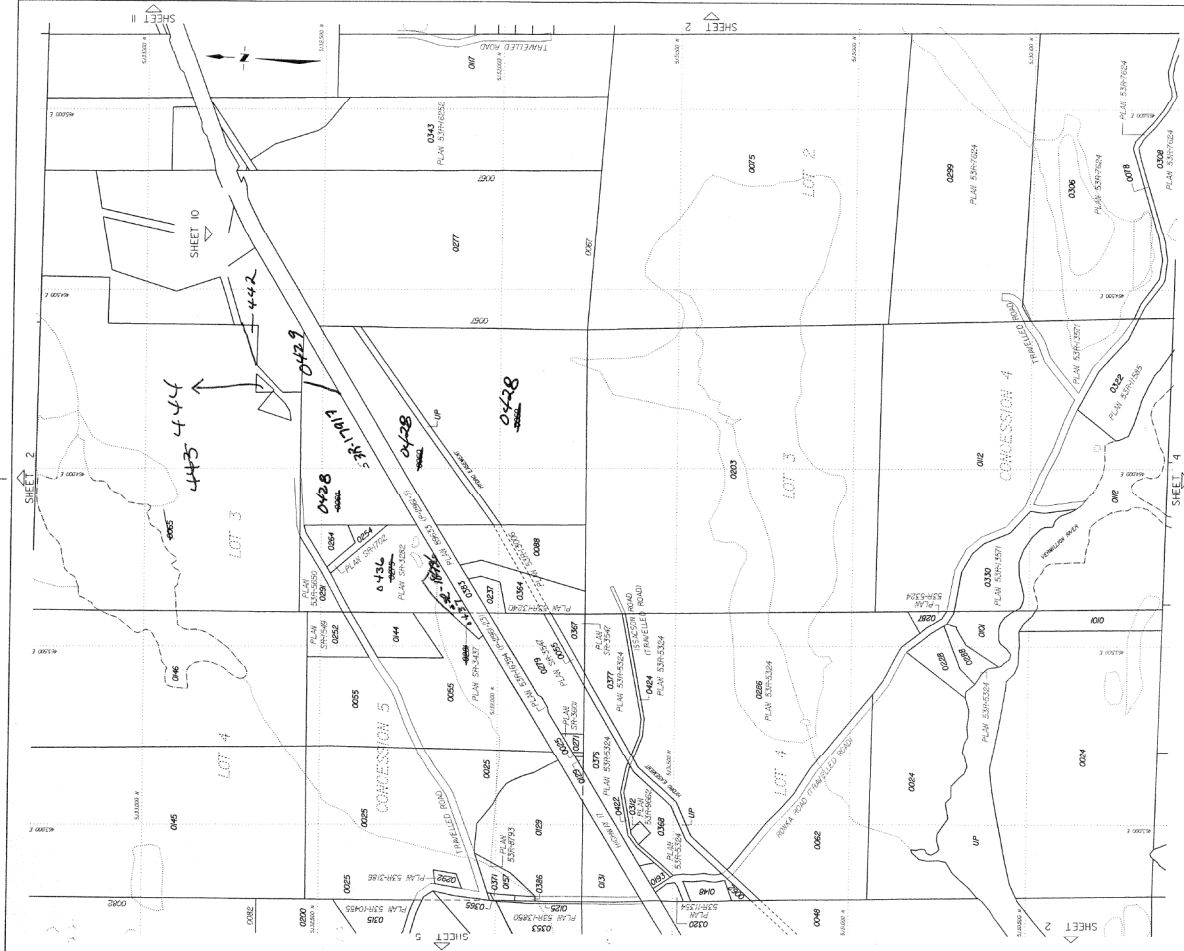
THE MAPLE IDENTIFIER FOR ANY PROPERTY (E.G. 0028 - 045) IS COMPOSED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR DIGIT NUMBER (045) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

- NORTH - AMERICAN DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERRIDIAN 81°00' W
- UTM
- THIS IS NOT A PLAN
- OF SURVEY
- THE MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECEIVED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MARKING PURPOSES ONLY.
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND INSTRUMENTS.
- ONLY MAJOR EASEMENTS ARE SHOWN.
- REFERENCE PLANS UNDERLYING WERE RECENT
- REFERENCE PLANS ARE NOT IDENTIFIED.

10000





NOTES

THIS IS NOT A PLAN
 THIS MAP WAS COMPILED FROM P.L.S. AND
 C.S. RECORDS AND IS NOT A FIELD SURVEY.
 SEE RECORDS FOR ALL PLAN AND
 C.S. RECORDS AND FOR THE
 LATEST REVISIONS.
 THE LATEST REVISIONS FOR ANY PROPERTY ARE SHOWN IN
 BOLD TYPE.

LEGEND

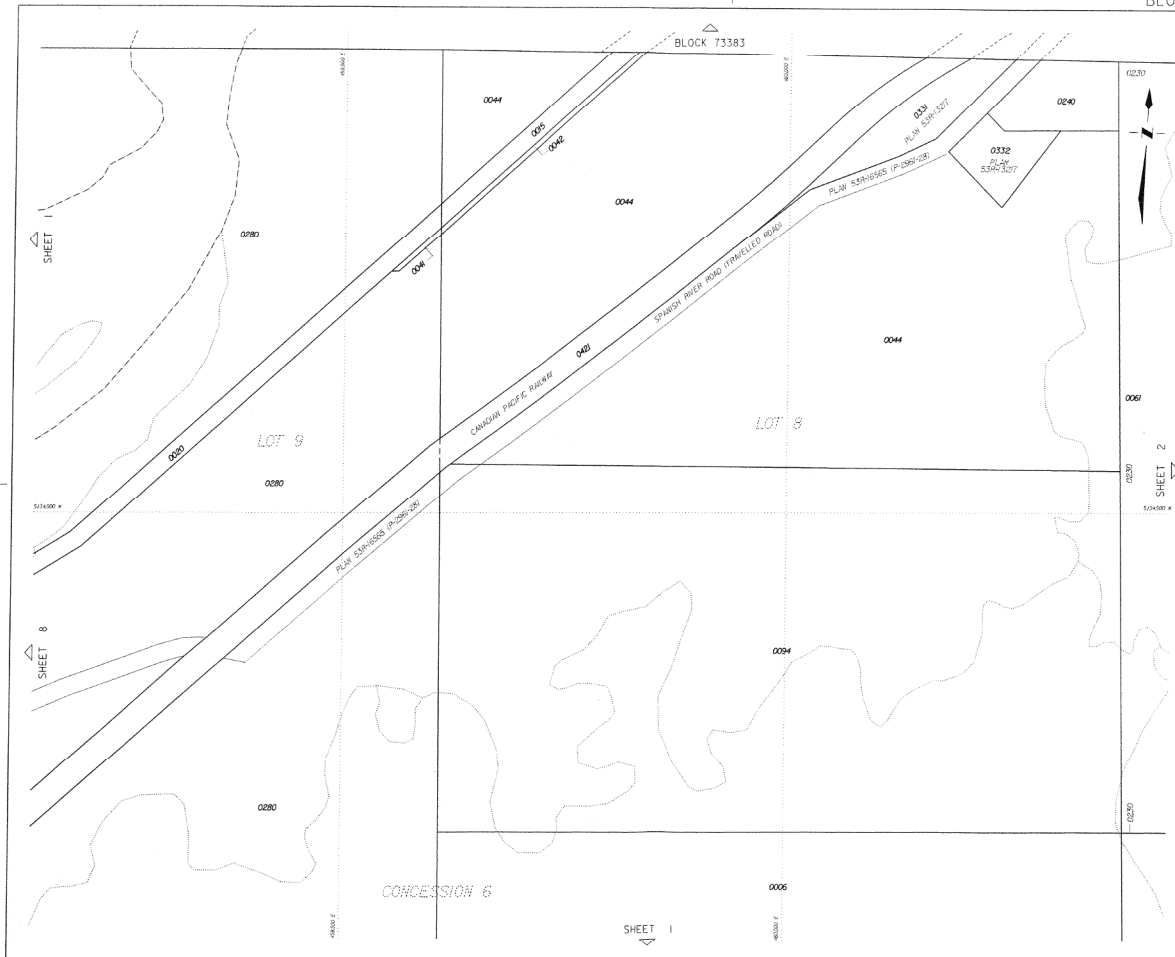
PROPERTY BOUNDARY
 CONCESSION BOUNDARY
 NATIONAL RECEIPT PROPERTY BOUNDARY
 FEDERAL PROPERTY NUMBER
 NATIONAL RECEIPT PROPERTY NUMBER
 TEMPORARY EASEMENT
 EASEMENT
 CONVEYANCE NUMBER
 PLAN NUMBER

PROPERTY INDEX MAP
 BLOCK 73395
 CITY OF GREATER
 SUBURBY
 DISTRICT OF SUBURBY
 (OFFICE 53)

MINISTRY OF
 CONSUMER AND
 BUSINESS
 SERVICES
 ONTARIO

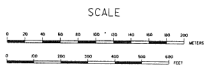
THIS INDEX MAP SHOWS ALL
 PROPERTIES EXISTING IN
 BLOCK 73395 - SHEET 6
 ON FEBRUARY 1, 2005

SCALE
 0 10 20 30 40 50 60 70 80 90 100 METERS



MINISTRY OF
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SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 9
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRESHWATER PROPERTY BOUNDARY	---
LEASHELD PROPERTY BOUNDARY	----
NATURAL RESOURCE PROPERTY BOUNDARY	-----
FRESHWATER PROPERTY NUMBER	0047
LEASHELD PROPERTY NUMBER	0047
NATURAL RESOURCE PROPERTY NUMBER	0047
TOWNSHIP FABRIC	-----
STREAM/LINEAR	-----
EASEMENT	-----
UTM GRID	1000000
ADJOINING MAP NUMBER	0048, 0049

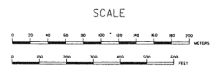
THE UNITS IDENTIFIED FOR ANY PROPERTY (E.G. 0020 - 047)
IS FORMED BY THE 1000 BLOCK NUMBER PREFIX AND THE PLAN
DOT NUMBER WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 100 W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY
FOR INFORMATION OF PROPERTY OWNERS
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
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SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 10
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRESHWATER PROPERTY BOUNDARY	---
LEGISLATED PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FRESHWATER PROPERTY NUMBER	0427
LEASOLD PROPERTY NUMBER	0427
NATURAL RESOURCE PROPERTY NUMBER	0427
TOWNSHIP FABRIC	---
STREAM, RIVER, ETC.	---
UTM GRID	---
ADJACENT MAP NUMBER	BLOCK 395

THE SHADE IDENTIFIED FOR ANY PROPERTY (E.G. 0008 - SHAD) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE FOUR DIGIT NUMBER (0428) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN @ 70° W

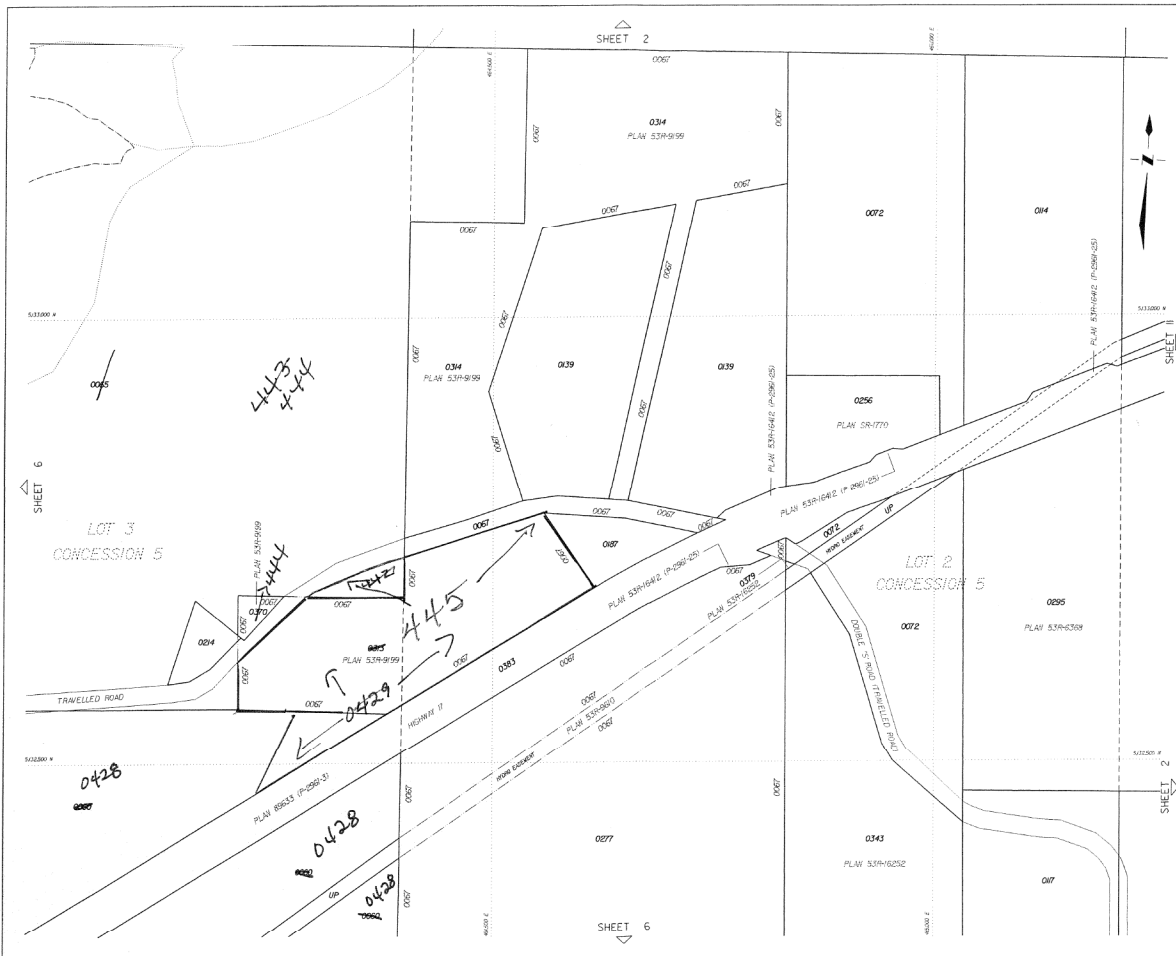
THIS IS NOT A PLAN
OF SURVEY

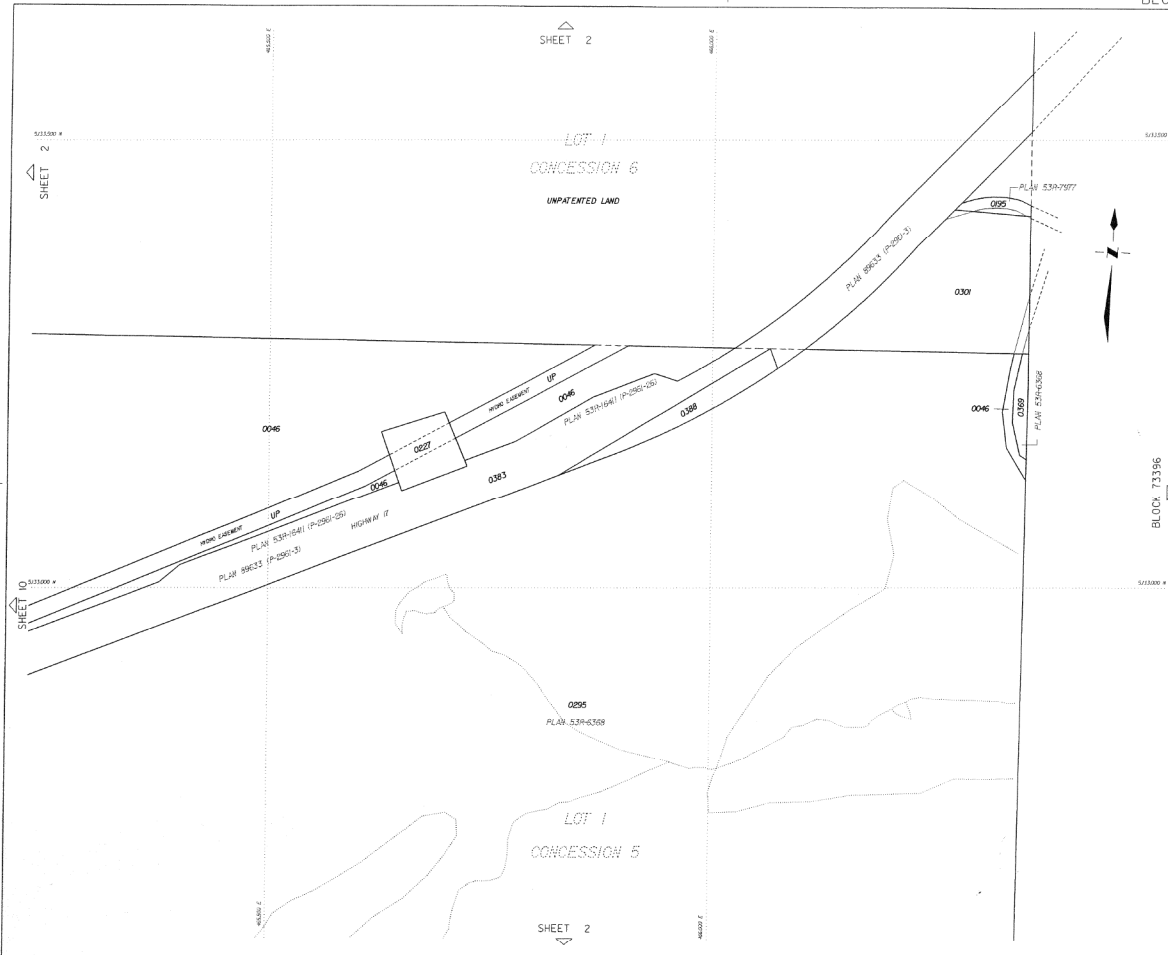
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY IDENTIFICATION PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDER THE MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED





MINISTRY OF
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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET II
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRESHFIELD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESERVE PROPERTY BOUNDARY	---
FRESHFIELD PROPERTY NUMBER	0047
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESERVE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	---
STREAMS, RIVERS	---
EASEMENT	---
UTM GRID	---
BUILDING MAP NUMBER	8100_344

THE IMAGE IDENTIFIER FOR ANY PROPERTY (E.G. 0048 - 0415) IS COMPOSED OF THE MAP BLOCK NUMBER (BLOCK) AND THE FRESHFIELD NUMBER (FRESHFIELD) WHICH APPEARS IN EACH ACTIVATED PROPERTY.

NOTES
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00' W

THIS IS NOT A PLAN
OF SURVEY

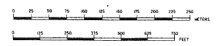
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY.
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY. MAJOR EASEMENTS
ARE SHOWN.
REFERENCE PLANS UNDER THE HOME RECENT
REFERENCE PLANS HAS NOT IDENTIFIED.



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THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 13
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

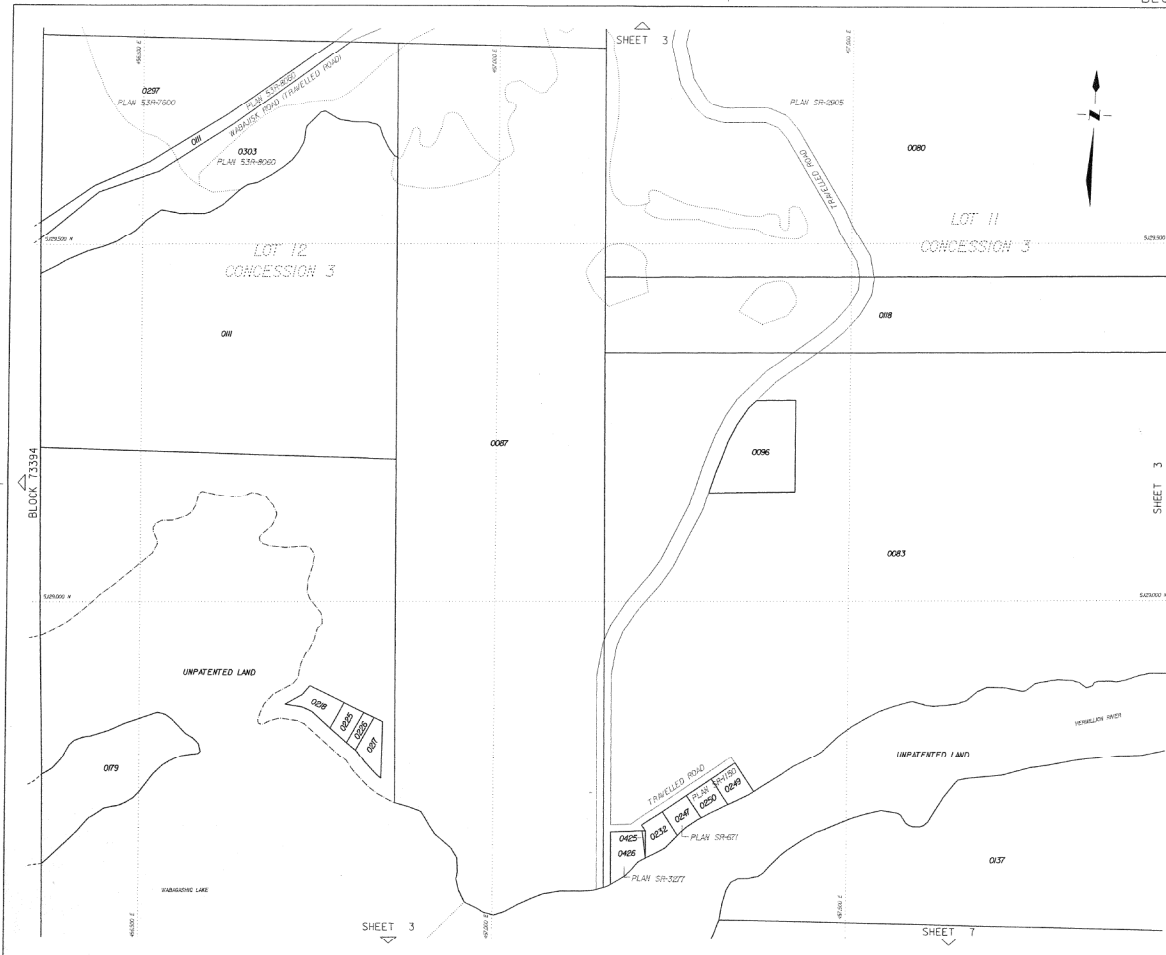
LEGEND

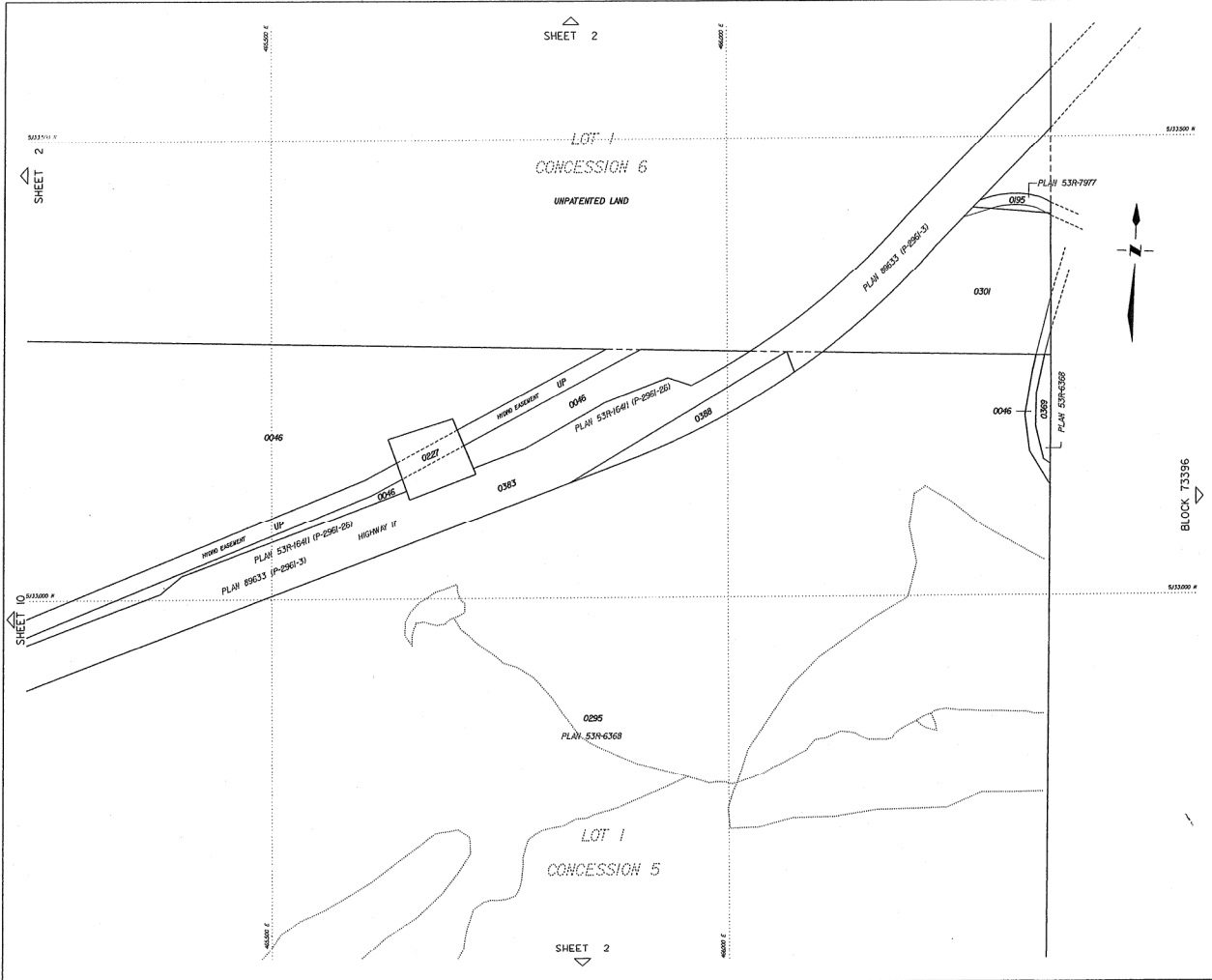
- FREHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREHOLD PROPERTY NUMBER 0067
- LEASEHOLD PROPERTY NUMBER 01-07
- NATURAL RESOURCE PROPERTY NUMBER 01-07
- TOWNHIP FABRIC
- STRAINS, OTHER
- CELESTIAL
- LITH GRID
- ADJOINING MAP NUMBER

THE NUMBER IDENTIFIED FOR ANY PROPERTY (E.G. 0067 - 01-07) IS COMPOSED OF THE MAP NUMBER NUMBER PROPERTY AND THE FIVE DOT NUMBER (01-07) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

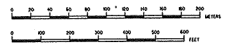
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 81°00' W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN
REFERENCE PLANS UNDER TWO MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED





MINISTRY OF
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BUSINESS
SERVICES
ONTARIO

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRESHOLD PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FRESHOLD PROPERTY NUMBER	01-67
LEASEHOLD PROPERTY NUMBER	01-67
NATURAL RESOURCE PROPERTY NUMBER	01-67
TOWNSHIP FABRIC	---
STREAMS, RIVERS	---
EASEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	BLOCK 73395

THE UTM GRID NUMBER FOR ANY PROPERTY (E.G. 0028 - 042) IS COMPOSED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR DIGIT NUMBER (042) WHICH APPLIES TO EACH ADJACENT PROPERTY.

NOTES
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00' W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN
REFERENCE PLANS UNDERgoing MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73395 - SHEET 10 ON FEBRUARY 1, 2005

SCALE
 0 10 20 30 40 50 60 70 80 90 100 METERS

PROPERTY INDEX MAP
 BLOCK 73395
 CITY OF GREATER SUBURRY
 DISTRICT OF SUBURRY (OFFICE 53)

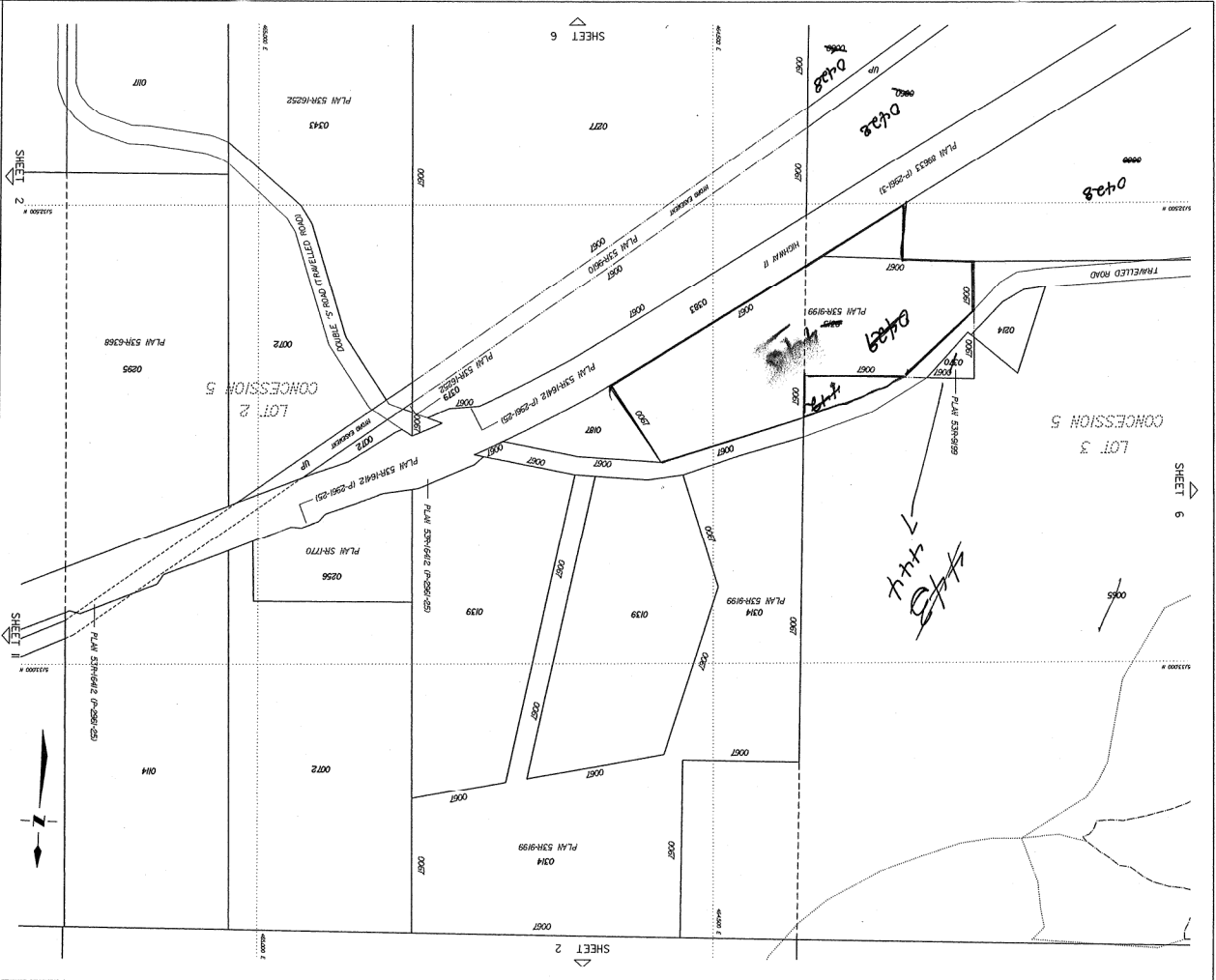
LEGEND

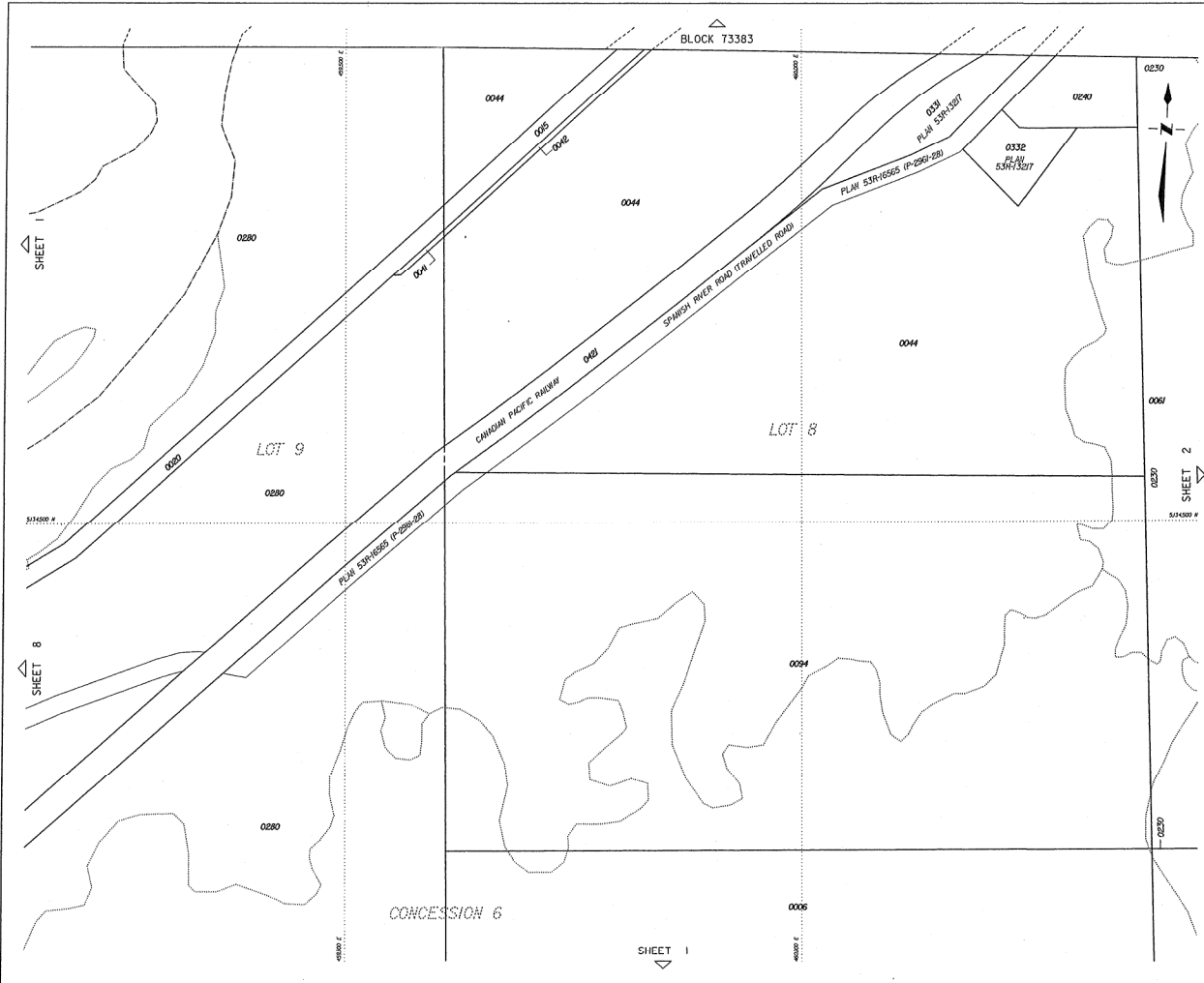
- RECORDS PROPERTY BOUNDARY
- RECORDS PROPERTY NUMBER
- RECORDS PROPERTY MARKS
- RECORDS PROPERTY NUMBER
- TEMPORARY FENCE
- STREETS, HIGHWAYS
- EXISTENCE
- UTL AND
- ADDRESS AND NUMBER
- DO NOT APPEAR ON THIS MAP
- THE BOUNDARY OF THE PROPERTY IS SHOWN IN THIS MAP
- THE BOUNDARY OF THE PROPERTY IS SHOWN IN THIS MAP
- DO NOT APPEAR ON THIS MAP

NOTES

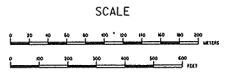
THIS MAP WAS PREPARED FROM THE RECORDS OF THE DISTRICT OF GREATER SUBURRY AND THE RECORDS OF THE DISTRICT OF GREATER SUBURRY. THE BOUNDARY OF THE PROPERTY IS SHOWN IN THIS MAP. THE BOUNDARY OF THE PROPERTY IS SHOWN IN THIS MAP. THE BOUNDARY OF THE PROPERTY IS SHOWN IN THIS MAP.

2000





MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 9
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

—	FREELHOLD PROPERTY BOUNDARY
- - -	LEASEHOLD PROPERTY BOUNDARY
- · - · -	NATURAL RESERVE PROPERTY BOUNDARY
—	FREELHOLD PROPERTY NUMBER 0147
—	LEASEHOLD PROPERTY NUMBER 0147
—	NATURAL RESERVE PROPERTY NUMBER 0147
- · - · -	TOWNSHIP FABRIC
- · - · -	STREAMS, RIVERS
- · - · -	EASEMENT
—	UTM GRID
—	ADJOINING MAP NUMBER BLOCK 344

THE UNIQUE IDENTIFIERS FOR ANY PROPERTY (E.G. 0008 - 047) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE FOUR-DIGIT NUMBER (047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN @ 700° W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
WORKING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY. HAZARD ASSESSMENTS
ARE SHOWN
REFERENCE PLANS UNLESS THE DATE RECENT
REFERENCE PLANS ARE NOT DATED



NOTES

THIS MAP WAS COMPILED FROM THE ORIGINAL RECORDS OF THE LAND REGISTRY OFFICE AND IS INTENDED FOR GENERAL INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN THEREON. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION SHOWN ON THIS MAP BY REFERENCE TO THE ORIGINAL RECORDS OF THE LAND REGISTRY OFFICE.

LEGEND

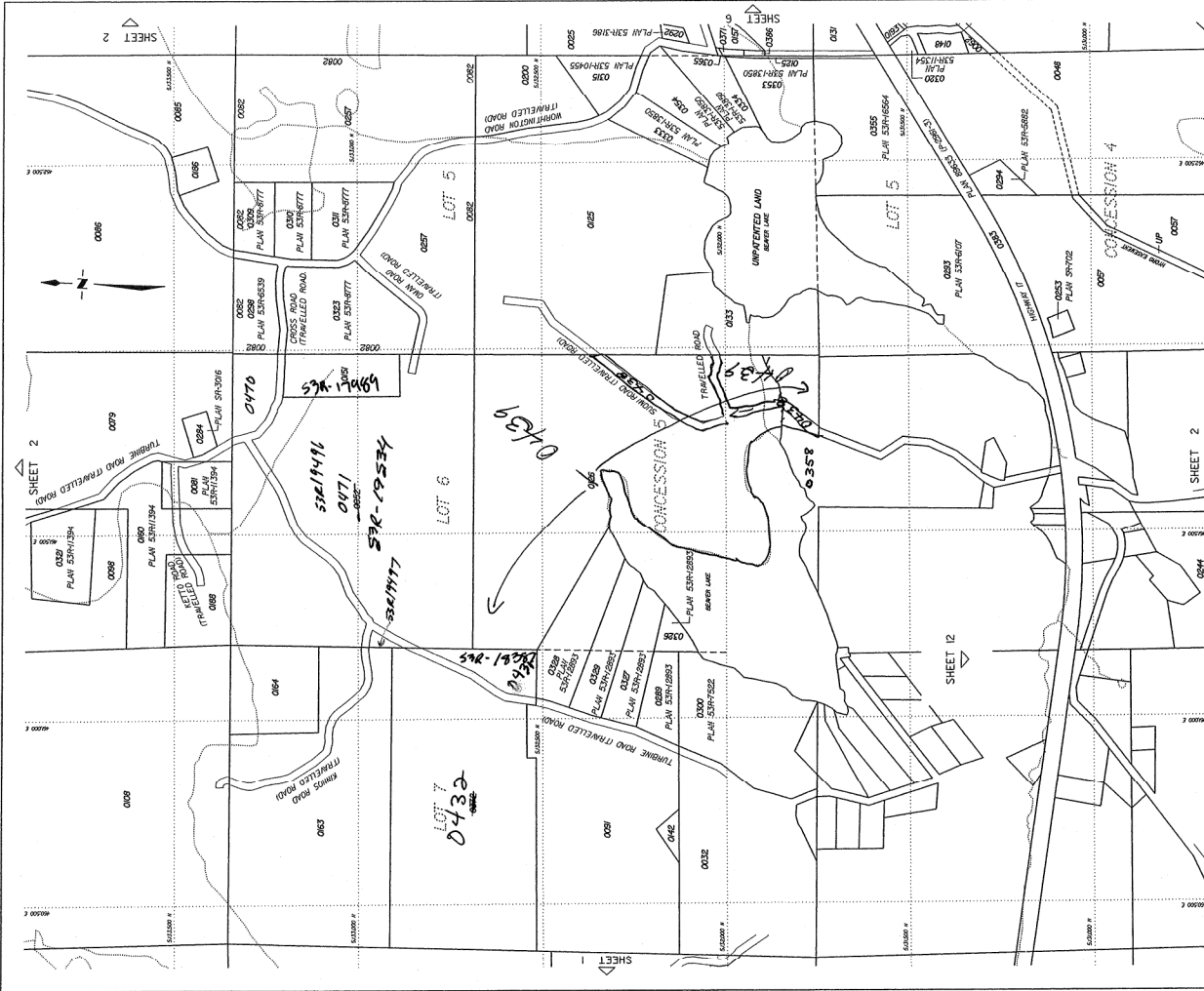
UNLOADS PROPERTY NUMBER
 UNLOADS RESOURCE PROPERTY NUMBER
 UNLOADS PROPERTY NUMBER
 UNLOADS RESOURCE PROPERTY NUMBER
 TEMPERATURE
 STREAM NAME
 ELEVATION
 STATION
 BOUNDARY
 BOUNDARY NUMBER
 BOUNDARY NUMBER

PROPERTY INDEX MAP
 BLOCK 73395
 CITY OF GREATER SUDBURY
 DISTRICT OF SUDBURY (OFFICE 53)

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73395 - SHEET 8 ON FEBRUARY 1, 2005

SCALE
 1" = 100'



MINISTRY OF CONSUMER AND BUSINESS SERVICES
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73395 - SHEET 5 ON FEBRUARY 1, 2005

PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY (OFFICE 53)

SCALE
 0 10 20 30 40 50 60 70 80 90 100 METERS

5000

LEGEND

- FIELD PROPERTY BOUNDARY
- LEGATED PROPERTY BOUNDARY
- MATERIAL RESERVE PROPERTY BOUNDARY
- LEGATED PROPERTY NUMBER
- MATERIAL RESERVE PROPERTY NUMBER
- TRAVELLED ROAD
- UNDEVELOPED LAND (MATERIAL LANE)
- CONFESSION
- LOT
- UTM GRID
- ADJACENT MAP NUMBER

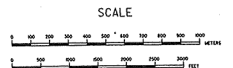
NOTES

NORTH ARROW WITHIN 100 METERS OF CENTRAL POINT IS TO BE INDICATED. THIS IS NOT A PLAN OF SURVEY. THIS MAP WAS COMPILED FROM PLANS AND RECORDS ON FILE WITH THE CITY OF GREATER SUDBURY AND HAS BEEN PREPARED FOR PROPERTY PURPOSES ONLY. SEE RECORDS FOR PLANS AND DOCUMENTS. ONLY MATERIAL ELEMENTS REFERENCED IN THIS MAP ARE SHOWN. REFERENCED PLANS AND DOCUMENTS HAVE NOT BEEN VERIFIED.



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 3
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRESHWATER PROPERTY BOUNDARY	---
LEASHELD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FRESHWATER PROPERTY NUMBER	0147
LEASHELD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	---
STREAMS, RIVERS	~~~~~
EASEMENT	---
UTM GRID	.....
ADJOINING MAP NUMBER	BLOCK 316

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0028 - 047) IS COMPOSED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR DIGIT NUMBER (047) WHICH IDENTIFIES AN INDIVIDUAL PROPERTY.

NOTES

NORTH AMERICAN DATUM 83

UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81°00' W

THIS IS NOT A PLAN
OF SURVEY

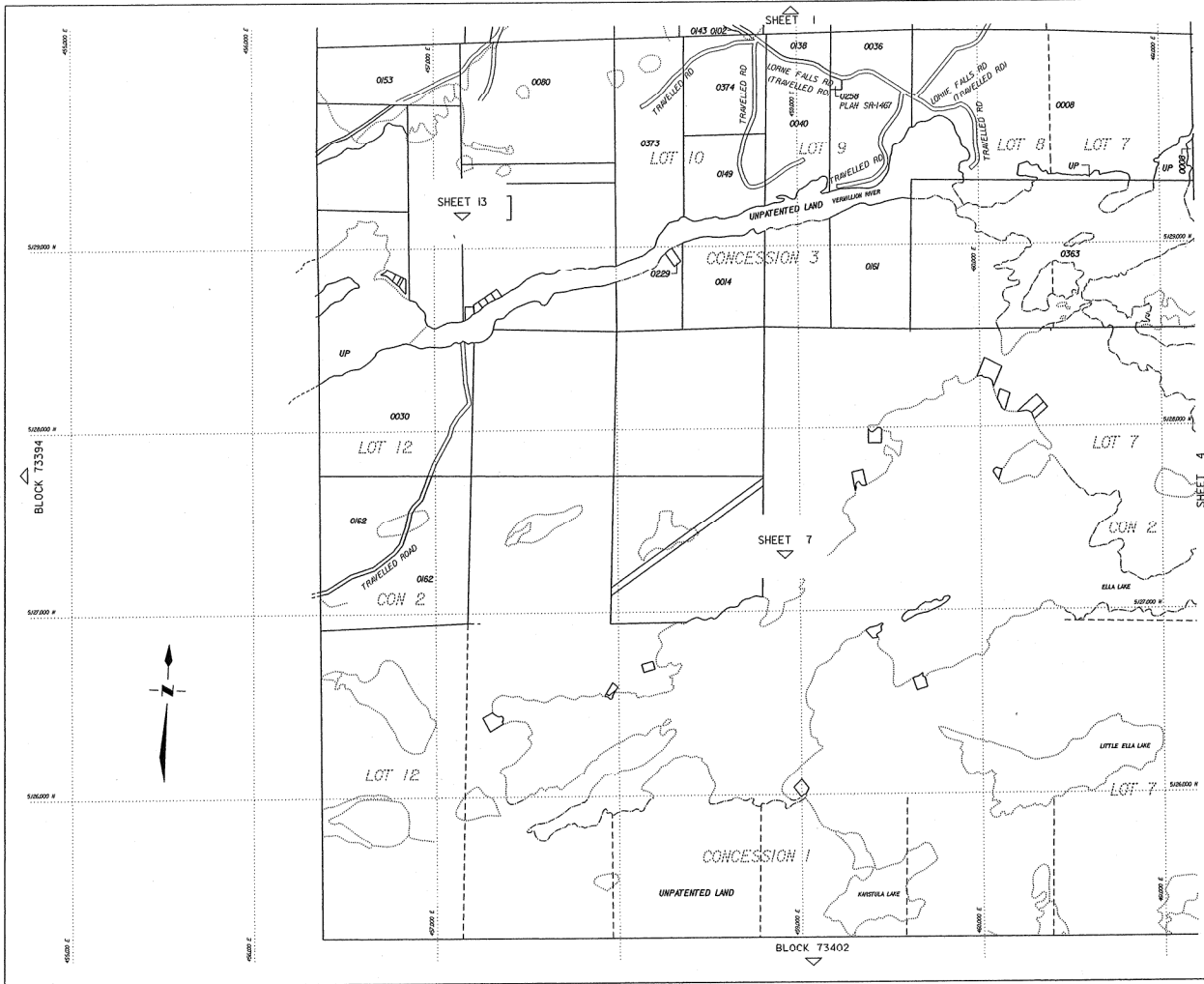
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY

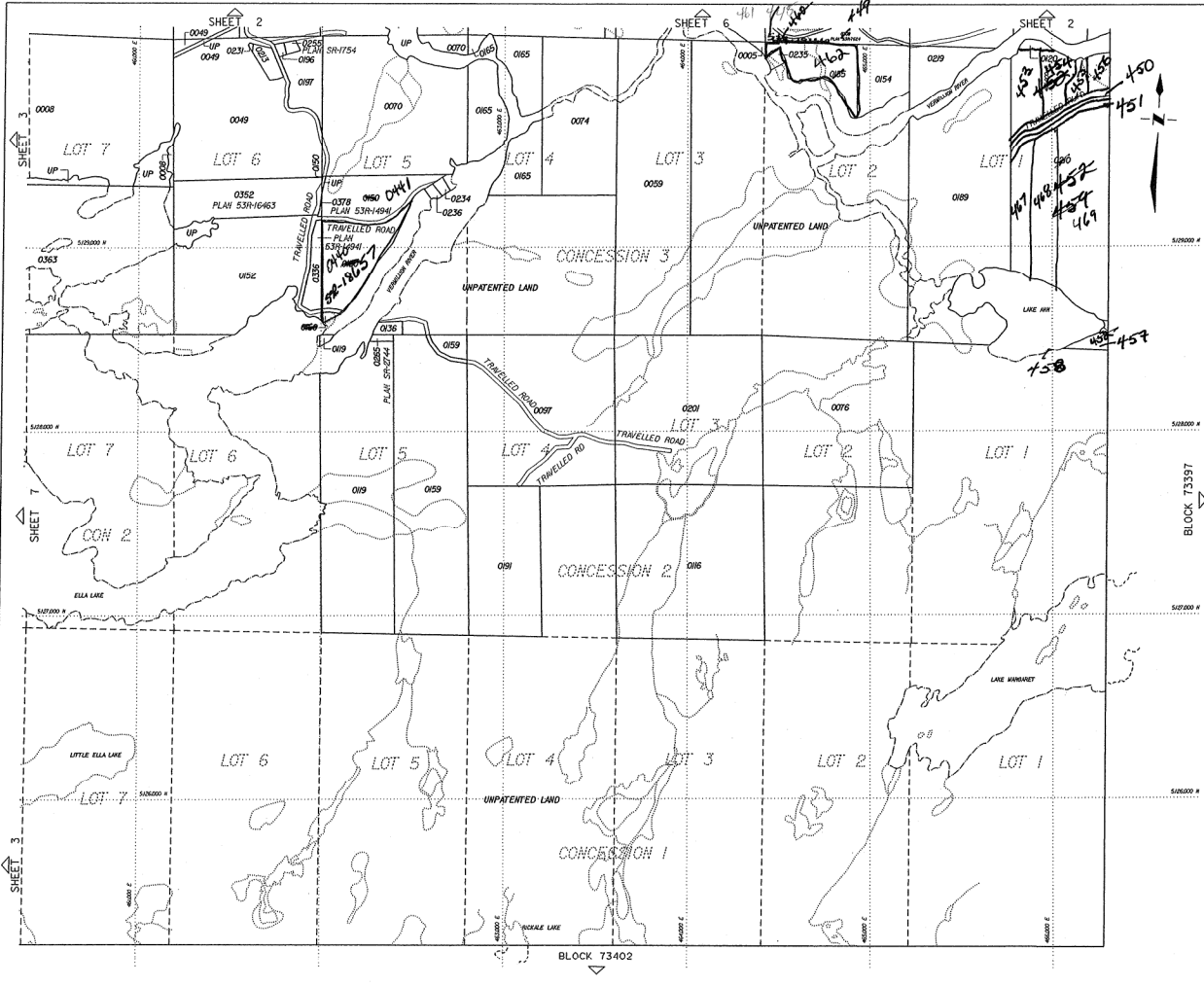
FOR DETERMINATION OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDER WHICH RECENT
REFERENCE PLANS ARE NOT IDENTIFIED

10000





MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 4
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FIELDRoad PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	---
STREAMS, RIVERS	---
EASEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	BLOCK 7346

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0038 - 0473) IS COMPOSED OF THE MAP BLOCK NUMBER (0038) AND THE FOUR DIGIT NUMBER (0473) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

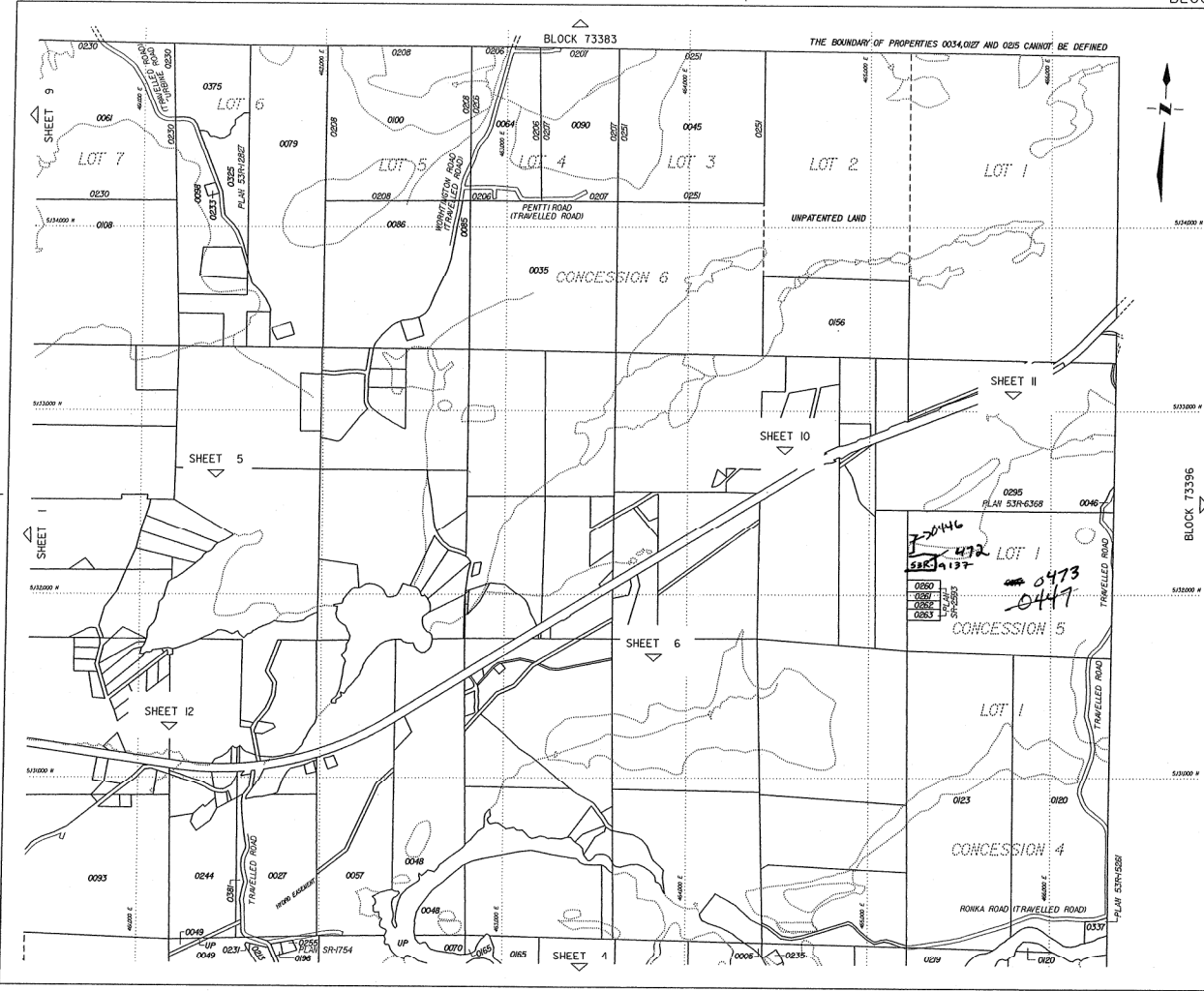
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
TIME 11 CENTRAL MERIDIAN 80°W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COPIED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
MARKING PURPOSES ONLY

FOR DISCUSSIONS OF PROPERTY BOUNDARIES
(SEE RECORDS PLANS AND DOCUMENTS)
ONLY MAJOR EASEMENTS
ARE SHOWN

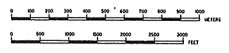
REFERENCED PLANS UNDER WHICH WERE RECORDED
REFERENCED PLANS ARE NOT RECORDED



MINISTRY OF
CONSUMER AND
BUSINESS
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 2
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FRESHWATER PROPERTY BOUNDARY
- LEASOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRESHWATER PROPERTY NUMBER
- LEASOLD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0030 - 0415) IS COMPOSED OF THE MAP BLOCK NUMBER (0030) AND THE FOUR DIGIT NUMBER (0415) WHICH APPEARS IN EACH ACTIVATED PROPERTY

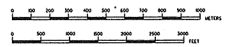
NOTES

- NORTH AMERICAN DATUM 83
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERSINER 81° 10' W
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAJOR EASEMENTS ARE SHOWN
- REFERENCE PLANS UNDER THE 1990 RECENT REFERENCE PLANS ARE NOT REVEALED



MINISTRY OF
CONSUMER AND
BUSINESS
ONTARIO SERVICES
THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73395 - SHEET 1
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73395
CITY OF GREATER
SUDBURY (LORNE)
DISTRICT OF SUDBURY
(OFFICE 53)

487
473
476

LAST OFFICER USED
487
473
476

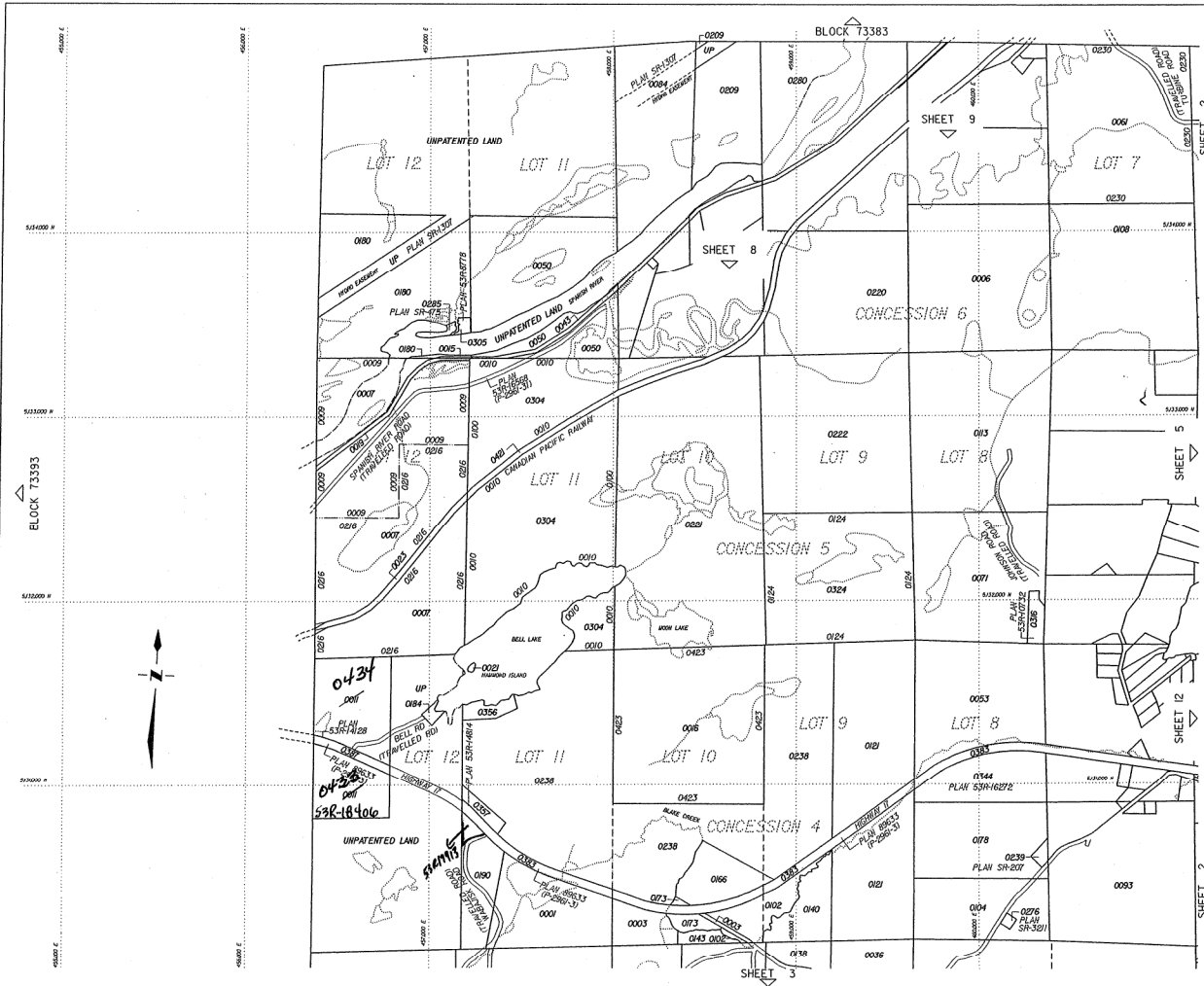
LEGEND

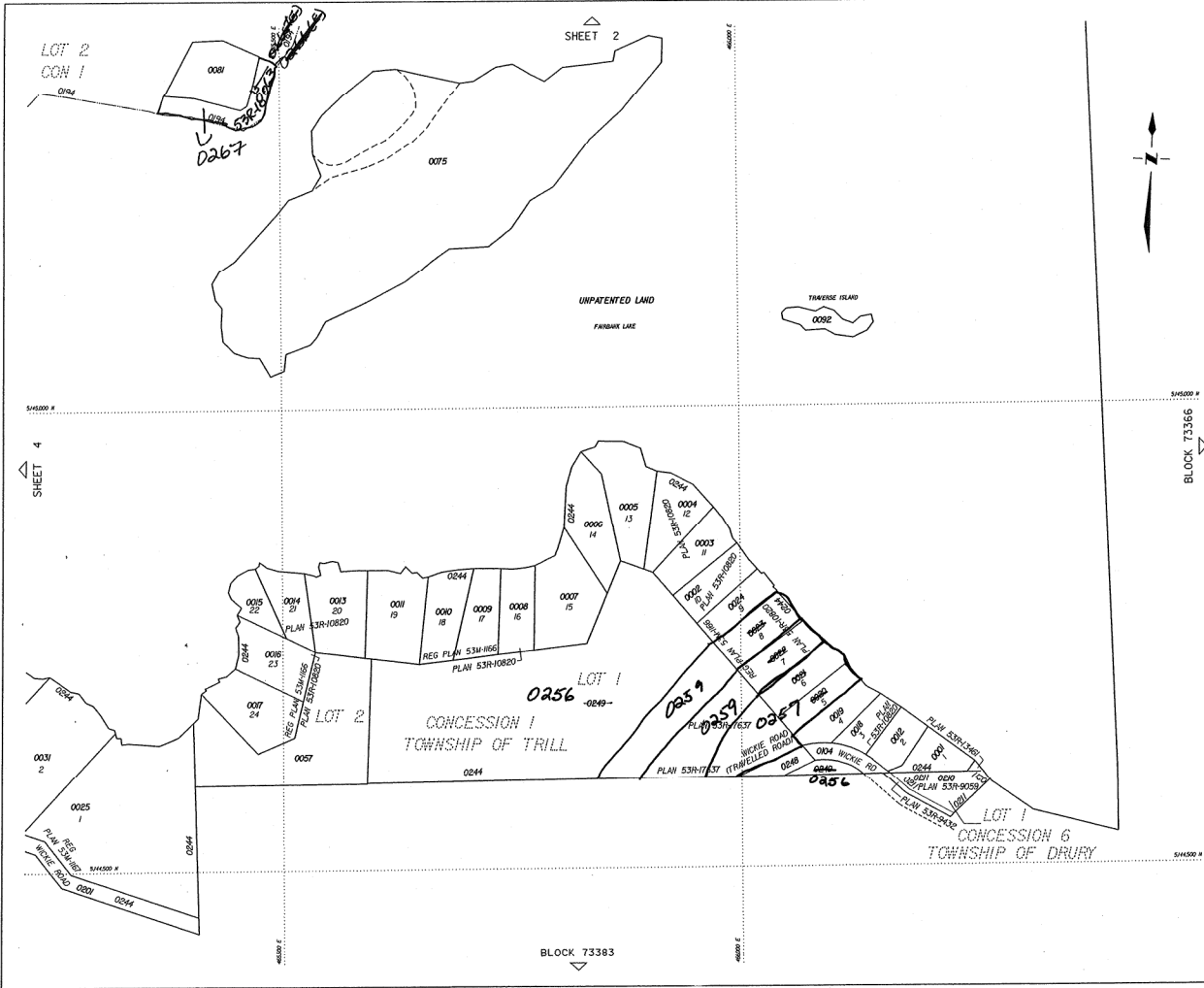
- FRESHWATER PROPERTY BOUNDARY
- LEASOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRESHWATER PROPERTY NUMBER 0147
- LEASOLD PROPERTY NUMBER 0147
- NATURAL RESOURCE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

NOTES

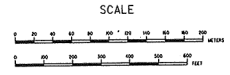
NORTH AMERICAN DATUM AND
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 87°00' W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY
FOR DETAILED INFORMATION OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN
REFERENCE PLANS UNDER THIS MORE RECENT
REFERENCE PLANS ARE NOT RECORDED

10000





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73365 - SHEET 5 ON FEBRUARY 1, 2005

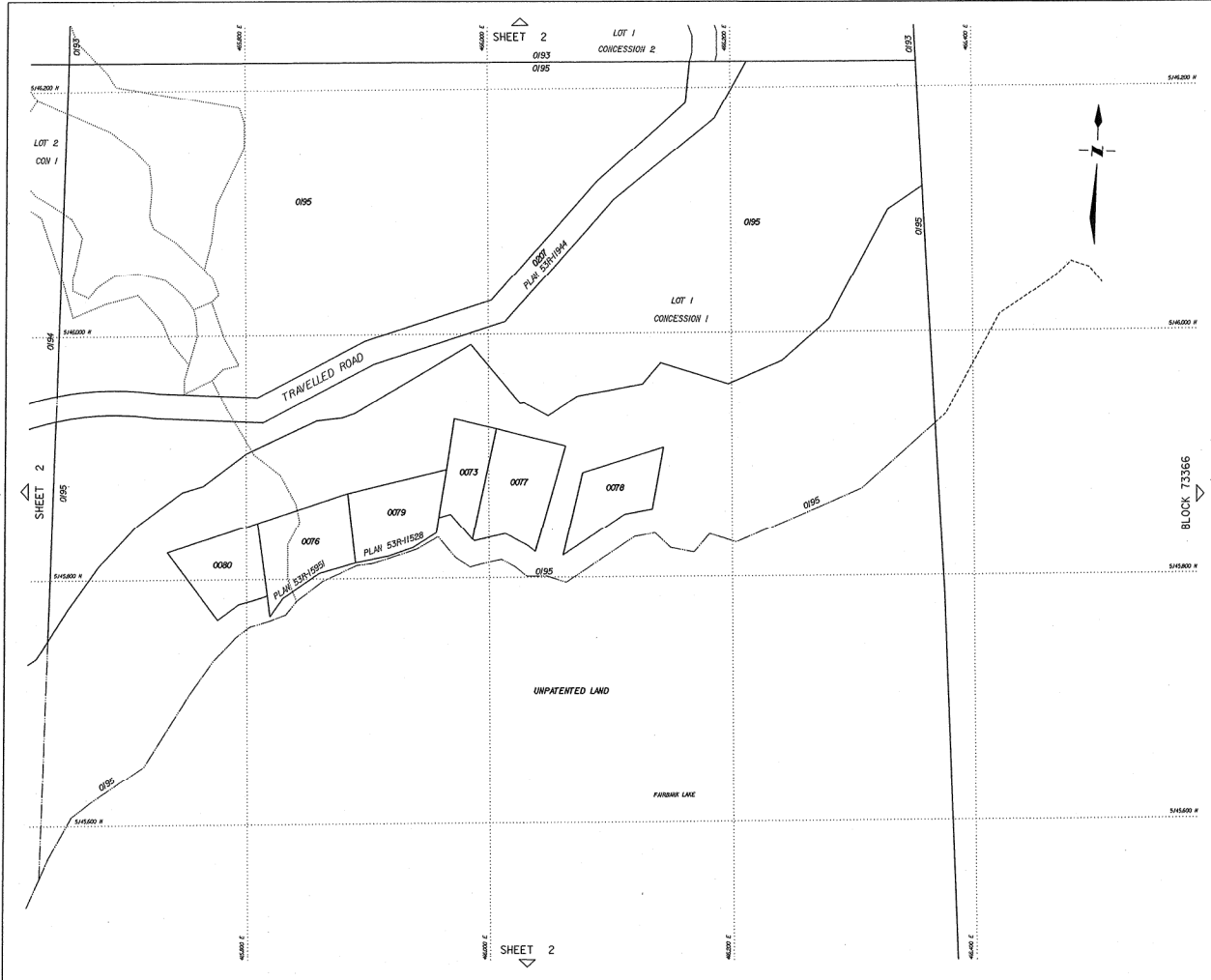


PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

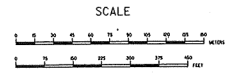
FREEDHOLD PROPERTY BOUNDARY	—————
LEASEHOLD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FREEDHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	-----
STREAMS, RIVERS	~~~~~
EASEMENT	.....
UTM GRID	.....
ADJOINING MAP NUMBER	BLOCK 73366

NOTES
 NORTH AMERICAN DATUM 1983
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 17 CENTRAL MERIDIAN 81°00' W
 THIS IS NOT A PLAN OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
 FOR BOUNDARIES OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
 ONLY MAJOR EASEMENTS ARE SHOWN
 REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73365 - SHEET 6
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

-----	FREEDHOLD PROPERTY BOUNDARY
-----	LEASEHOLD PROPERTY BOUNDARY
-----	NATURAL RESOURCE PROPERTY BOUNDARY
-----	FREEDHOLD PROPERTY NUMBER 0147
-----	LEASEHOLD PROPERTY NUMBER 0147
-----	NATURAL RESOURCE PROPERTY NUMBER 0147
-----	TOWNSHIP FABRIC
-----	STRAINS, RIVERS
-----	EASEMENT
-----	UTM GRID
-----	ADJOINING MAP NUMBER BLOCK 73365

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0008 - 0147) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE FOUR DIGIT NUMBER (0147) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES
NORTH AMERICAN DATUM (NAD 83)
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 8°00'W
THIS IS NOT A PLAN
OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73365 - SHEET 4
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FREHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREHOLD PROPERTY NUMBER 0147
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESOURCE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0000 0047) IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR DIGIT NUMBER (0047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

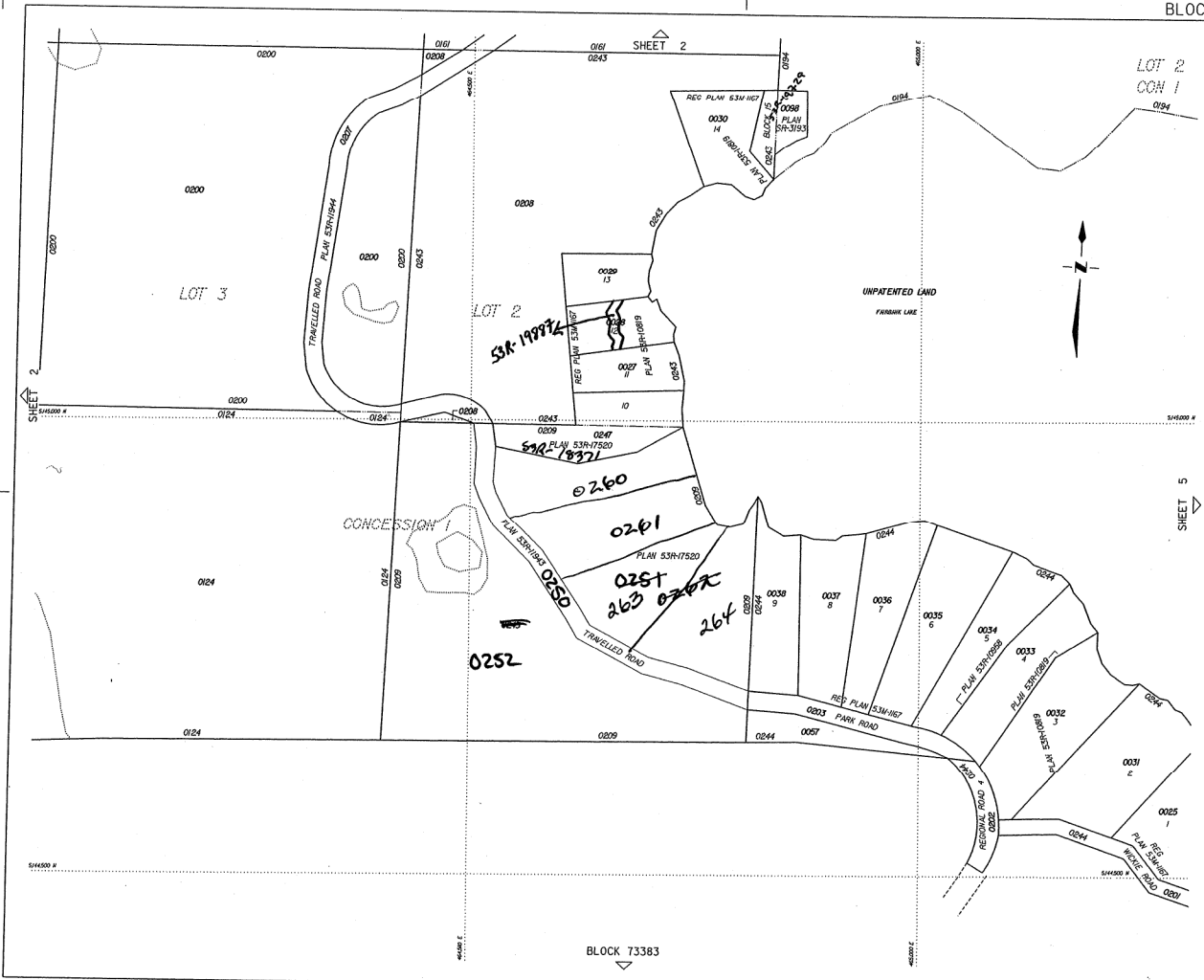
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 79° W

THIS IS NOT A PLAN
OF SURVEY

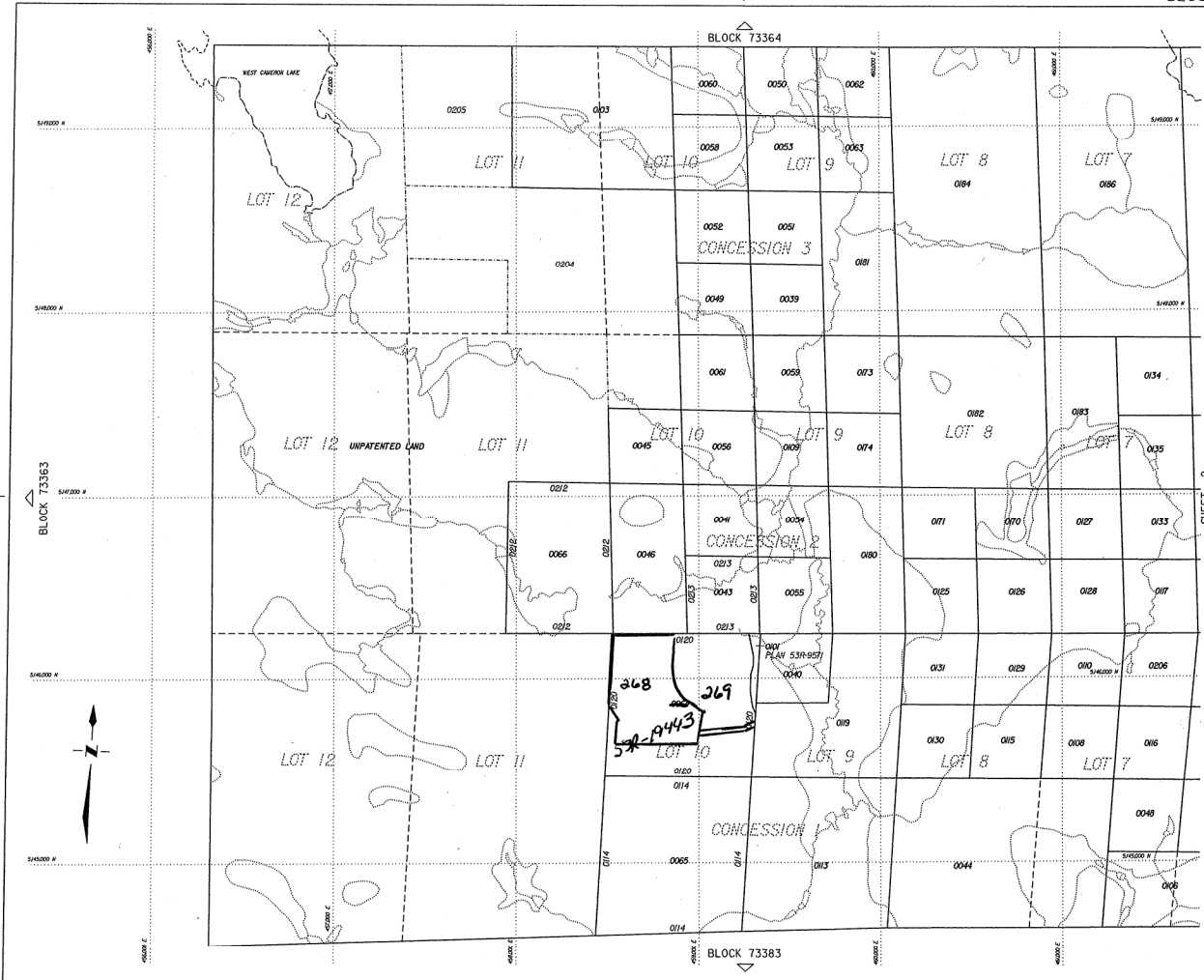
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND INSTRUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN

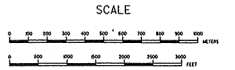
REFERENCE PLANS UNROLLING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



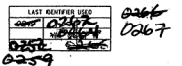
BLOCK 73383



MINISTRY OF
ONTARIO CONSUMER AND
BUSINESS SERVICES



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER
SUDBURY (TRILL)
DISTRICT OF SUDBURY
(OFFICE 53)



LEGEND

FRESHWATER PROPERTY BOUNDARY	---
LEASING PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FRESHWATER PROPERTY NUMBER	0147
LEASING PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	---
STREAMS, RIVERS	---
EASEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	BLOCK 7346

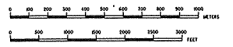
THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0026 - 047) IS COMPOSED OF THE MAP BLOCK NUMBER (0026) AND THE FOUR-DIGIT NUMBER (047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 100°W
THIS IS NOT A PLAN OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
FOR DETERMINATION OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS ONLY - MAJOR EASEMENTS ARE SHOWN
REFERENCE PLANS UNDER THIS MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73365 - SHEET 2 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

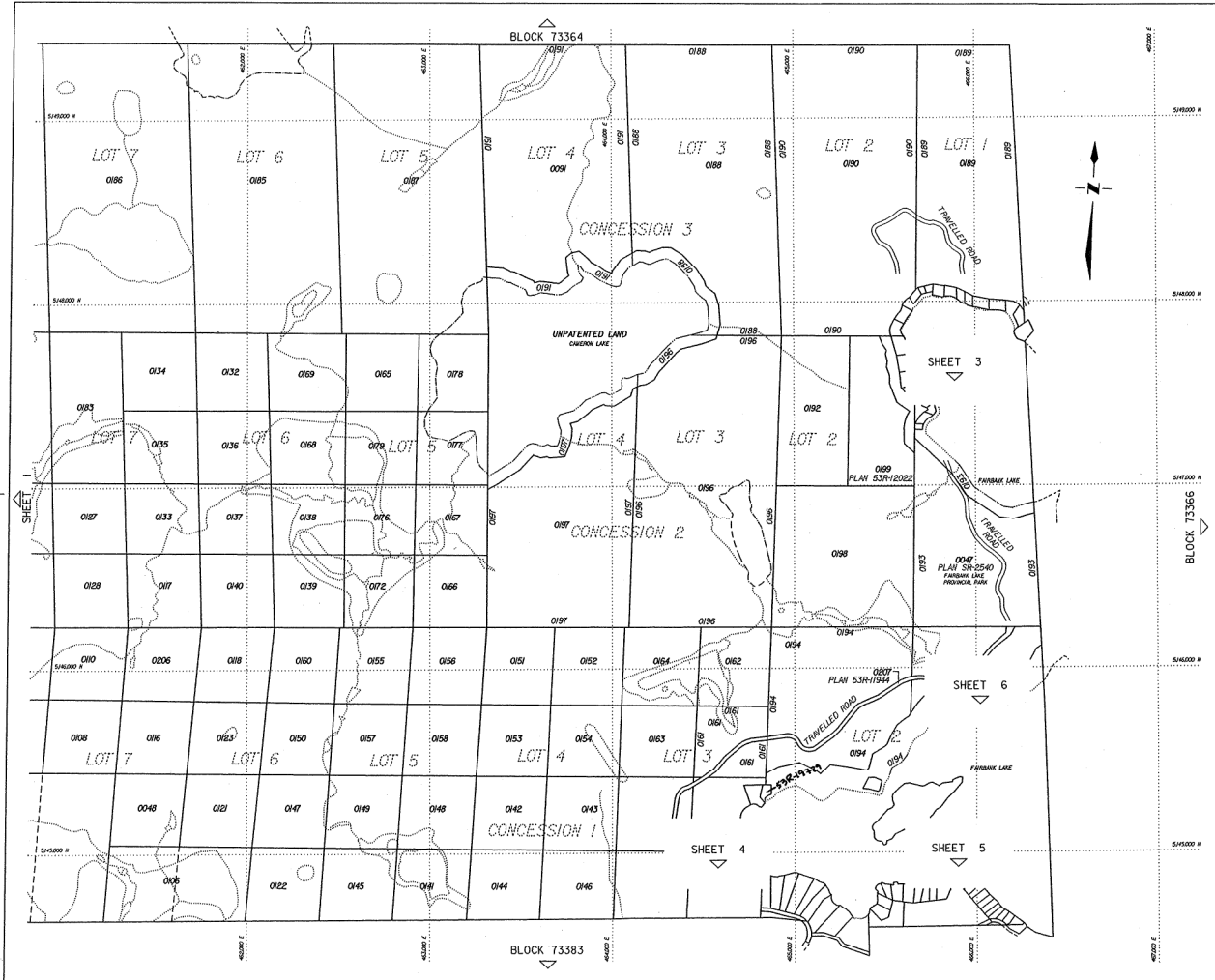
- FRENCHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRENCHOLD PROPERTY NUMBER 0187
- LEASEHOLD PROPERTY NUMBER 0187
- NATURAL RESOURCE PROPERTY NUMBER 0187
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0020 - 045) IS SHOWN ON THE MAP. BLOCK NUMBER (BLOCK) AND SHEET NUMBER (SHEET) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 80° W
THIS IS NOT A PLAN OF SURVEY
THIS MAP WAS COPIED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
ONLY HAZARDOUS WASTE ARE SHOWN
REFERENCE PLANS UNDER THIS MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED

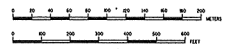
10000





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73365 - SHEET 3 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

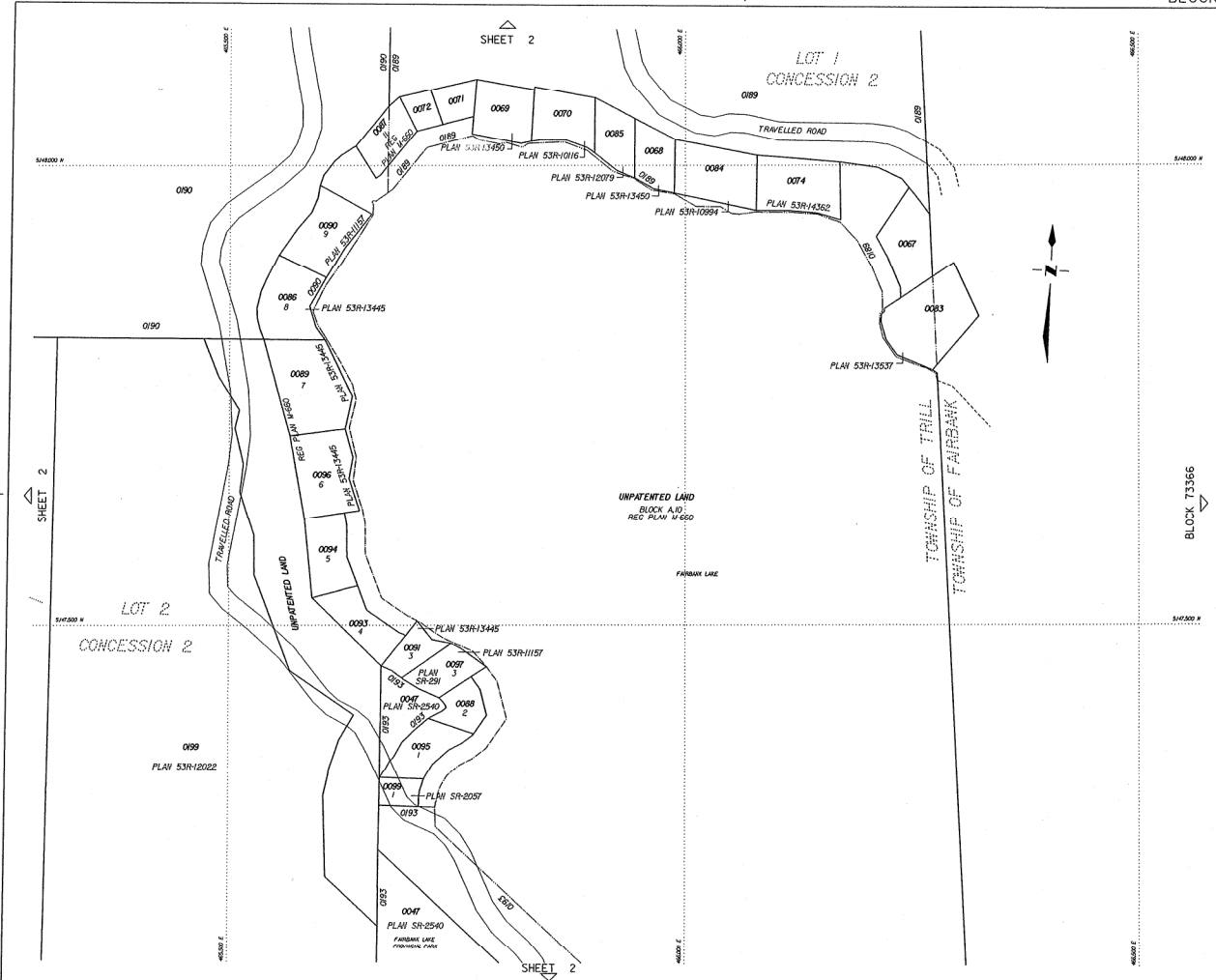
LEGEND

- FREEDHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREEDHOLD PROPERTY NUMBER 01-67
- LEASEHOLD PROPERTY NUMBER 01-67
- NATURAL RESOURCE PROPERTY NUMBER 01-67
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER BLOCK 346

THE UNIQID IDENTIFIER FOR ANY PROPERTY (E.G. 0008 - 0167) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE FOUR DIGIT NUMBER (0167) WHICH APPEARS IN EACH ACTUATED PROPERTY

NOTES

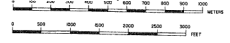
- NORTH AMERICAN DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERIDIAN 8° 00' W
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAJOR EASEMENTS ARE SHOWN
- REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73559 - SHEET 2 ON JUNE 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73559
CITY OF GREATER SUDBURY
TOWNSHIP OF NEELON
DISTRICT OF SUDBURY
(OFFICE 53)

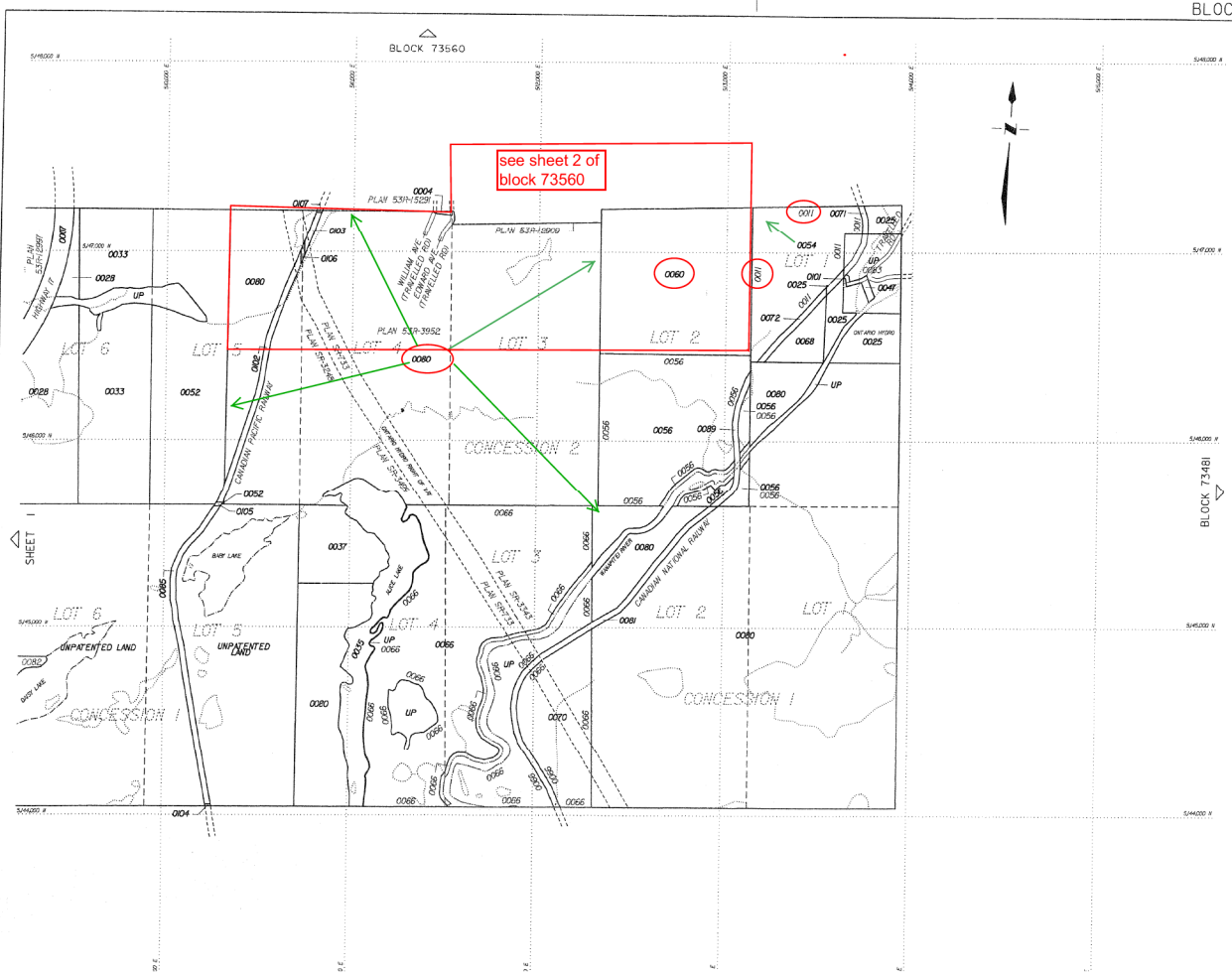
LEGEND

- FREEHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- LEASEHOLD PROPERTY NUMBER 01-07
- LEASEHOLD PROPERTY NUMBER 02-07
- NATURAL RESOURCE PROPERTY NUMBER 03-07
- FORMER FABRIC
- STREAM, RIVERT
- EASEMENT
- UTM GRID
- HOODING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (I.E. 0028 - 010) IS COMPOSED OF THE MAP BLOCK NUMBER (0028) AND THE FOUR DIST NUMBER (010) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 81 00 W
THIS IS NOT A PLAN OF SURVEY
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73560 - SHEET 2 ON JANUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73560
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY (OFFICE 53)

(NEELON Twp)

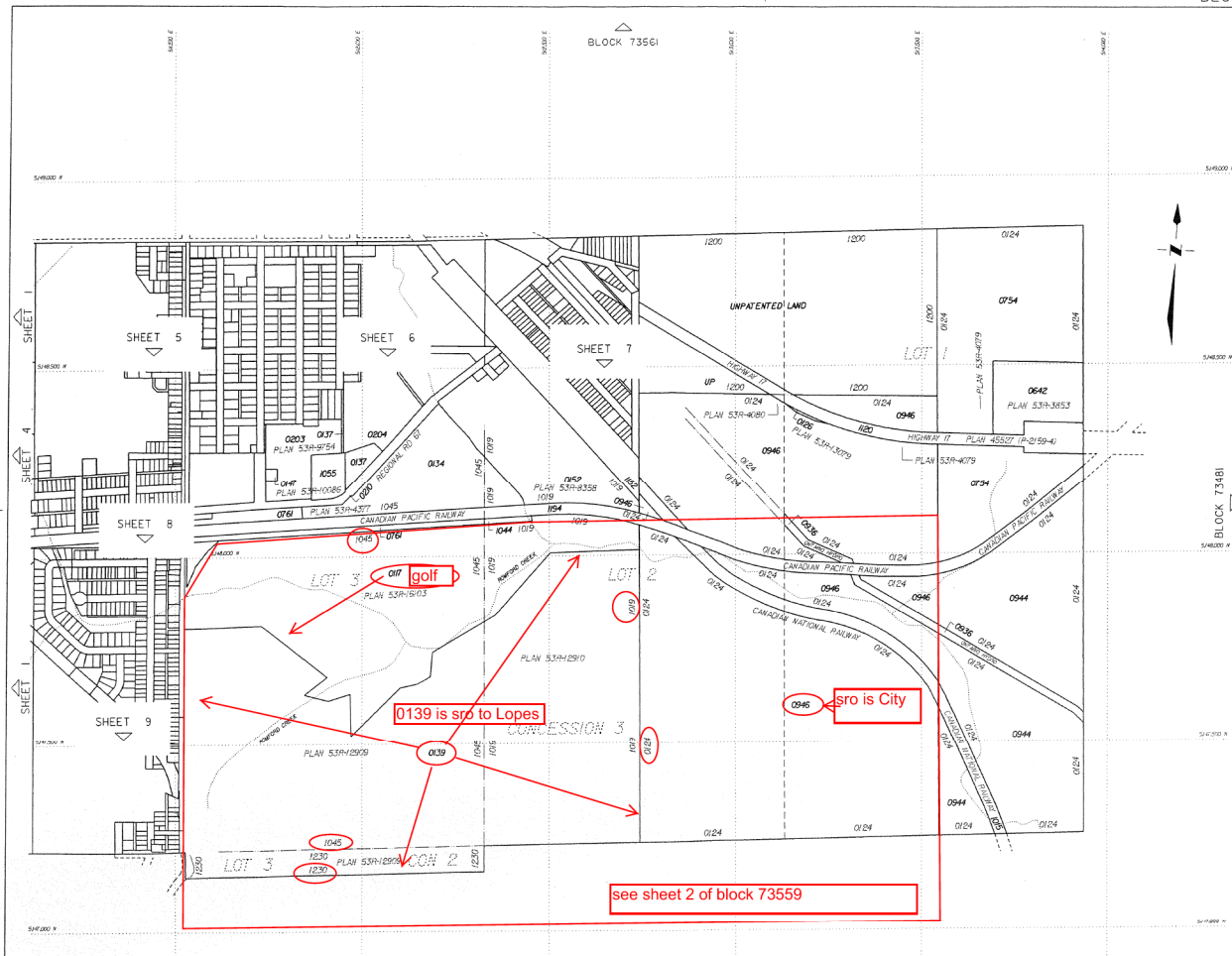
LEGEND

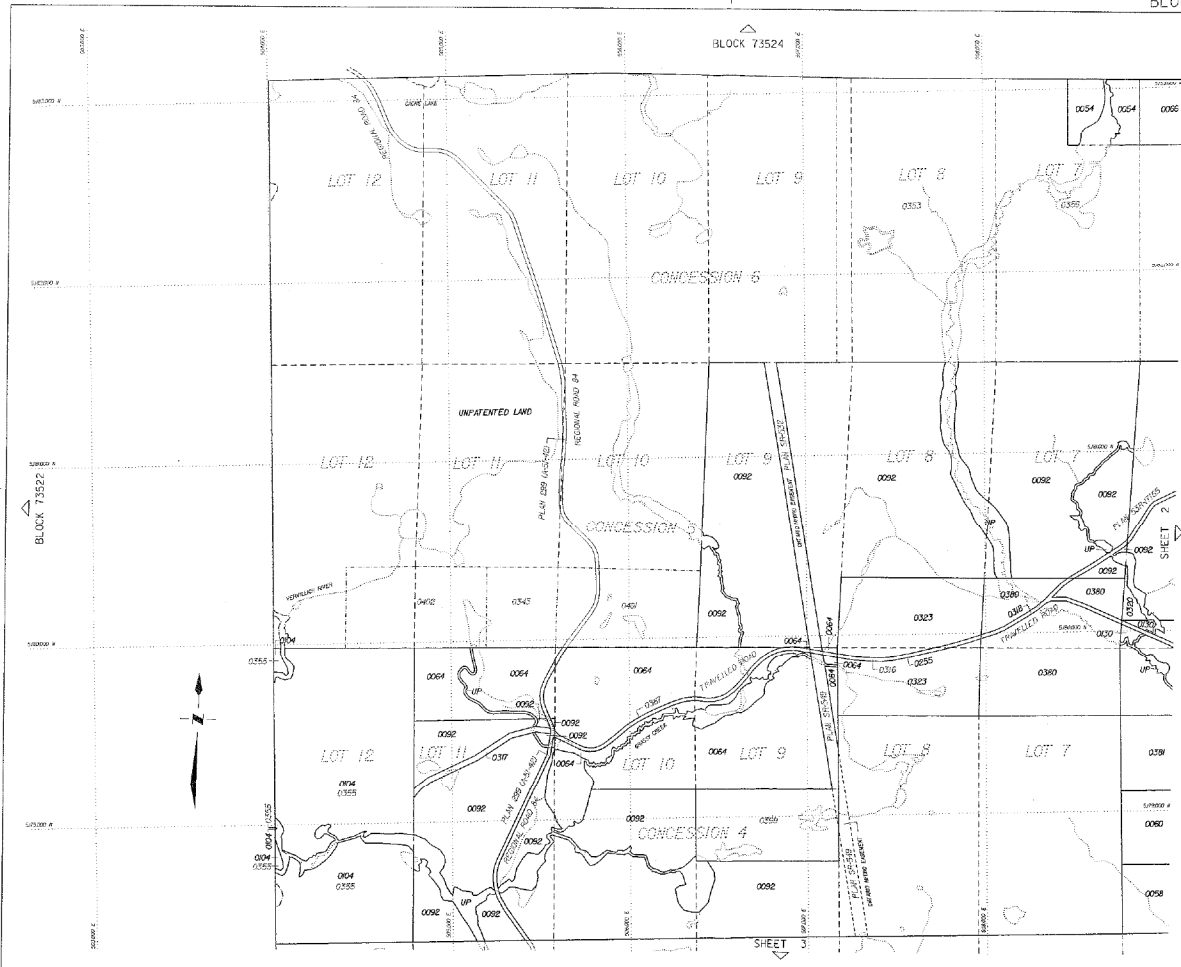
- FREEHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREEHOLD PROPERTY NUMBER 0147
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESOURCE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER BLOCK 73559

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0208 - 0441) IS COMPOSED OF THE MAP BLOCK NUMBER (0208) AND THE FOUR DIGIT NUMBER (0441) WHICH APPEARS IN EACH ACTIVATED PROPERTY

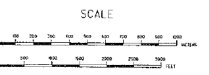
NOTES

- NORTH AMERICAN DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERCATOR N 10 P M
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS PREPARED BY THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MAKING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73521 - SHEET 1 ON JANUARY 1, 2005



PROPERTY INDEX MAP
 BLOCK 73521, *Twp. Norman*
 CITY OF GREATER SUDBURY
 DISTRICT OF SUDBURY
 (OFFICE 53)

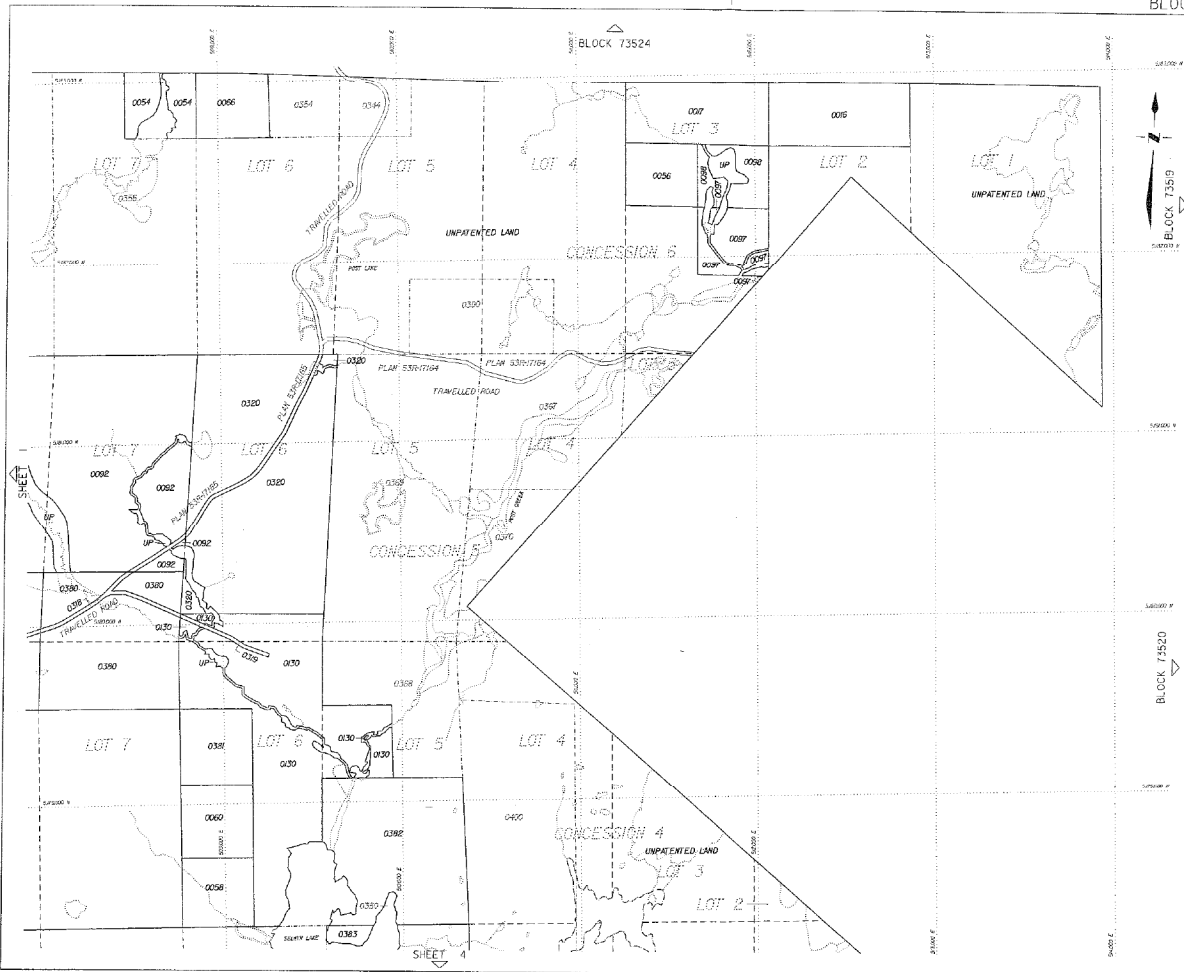
LOT NUMBER USED
0204

- LEGEND**
- FRESHWATER PROPERTY BOUNDARY
 - LEASHELD PROPERTY BOUNDARY
 - NATURAL RESERVE PROPERTY BOUNDARY
 - FRESHWATER PROPERTY NUMBER
 - LEASHELD PROPERTY NUMBER
 - NATURAL RESERVE PROPERTY NUMBER
 - TOWNSHIP FABRIC
 - CONCRETE, BRICK
 - EXISTING
 - OPEN DITCH
 - WATERING MAP NUMBER

THE LATEST CONVEYANCE FOR ANY PROPERTY (E.G. 0004-0401) IS EQUIPPED OF THE MAP BLOCK NUMBER NUMBER AND THE CONVEYANCE NUMBER (AND WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

AMERICAN BOUNDARY SYSTEM
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 18
 THIS IS NOT A PLAN OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PRESENT PURPOSES ONLY
 FOR EVIDENCE OF PROPERTY BOUNDARIES USE RECEIVED PLANS AND DOCUMENTS ONLY MAJOR EASEMENTS AND EASEMENTS
 REFERENCE PLANS AND DOCUMENTS RECENT RECEIVED PLANS AND DOCUMENTS



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73521 - SHEET 2
ON JANUARY 1, 2005

SCALE

PROPERTY INDEX MAP
BLOCK 73521
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FENCED PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
PRECEDENT PROPERTY NUMBER	0307
LEASEHOLD PROPERTY NUMBER	0307
NATURAL RESOURCE PROPERTY NUMBER	0307
TOWNSHIP TARIFF	---
STRAIGHT LINE	---
EASEMENT	---
UTM GRID	---
REGISTERED MAP NUMBER	01000 218

NOTES

THIS INDEX MAP FOR ANY PROPERTY (REG. 0008 - 0400) IS COMPOSED OF THE MAP BLOCK NUMBER REGISTERED AND THE PLAN SHEET NUMBER (SHEET NUMBER) APPEARS IN EACH REGISTERED PROPERTY

NOTES

NORTH AMERICAN DATUM - 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN: 80 W
SCALE IS NOT A PLAN
OF COURSE

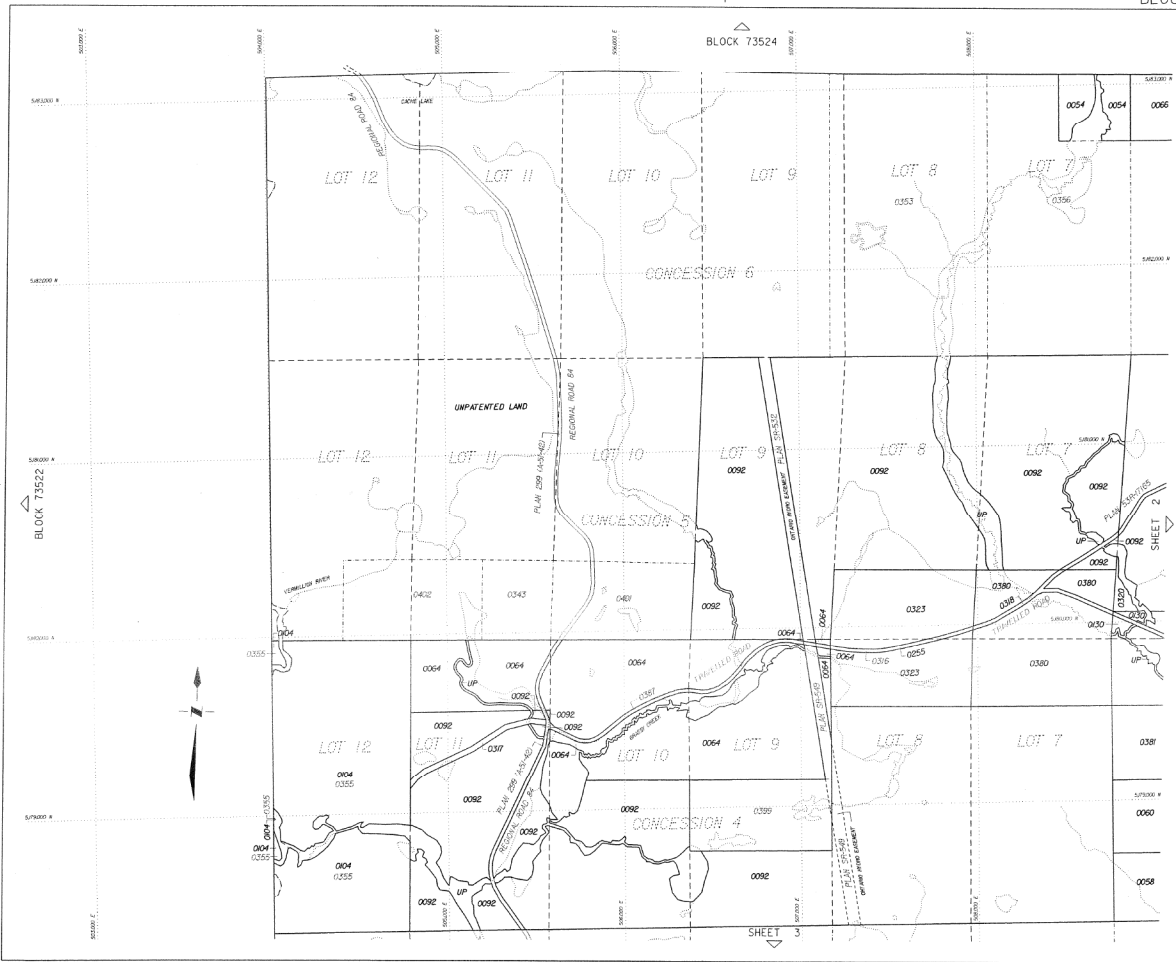
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECEIVED IN THE LAND RESURVEY DIVISION AND THE BEST AVAILABLE FOR PROPERTY RECORDS ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE REGISTERED PLANS AND DOCUMENTS.

ONLY MAJOR EASEMENTS ARE SHOWN.

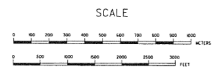
REGISTERED PLANS INCLUDING MORE RECENT PREVIOUS PLANS ARE NOT REVIEWED.

10000



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73521 - SHEET 1
ON JANUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73521, *Twp. Norman*
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LAST IDENTIFIER USED
0001
0002

LEGEND

—	FRESHWATER PROPERTY BOUNDARY
- - - -	LEASOLD PROPERTY BOUNDARY
- · - · -	NATURAL RESOURCE PROPERTY BOUNDARY
0047	FRESHWATER PROPERTY NUMBER
0147	LEASOLD PROPERTY NUMBER
0147	NATURAL RESOURCE PROPERTY NUMBER
- · - · -	TERRACE FABRIC
- · - · -	CIVILIAN WATER
- · - · -	EXHAUSTION
UTM GRID	UTM GRID
ADJOINING MAP NUMBER	UTM GRID

THE SINGLE IDENTIFIER FOR ANY PROPERTY (E.G. 0002 - 0011) IS COMPOSED OF THE MAP BLOCK NUMBER (0002) AND THE FOUR DIGIT NUMBER IDENTIFYING WHICH APPEARS IN EACH ACTIVATED PROPERTY.

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 82° W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
MARKING PURPOSES ONLY

FOR MARKINGS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS

ONLY WAJORN EASEMENTS
ARE SHOWN

REFERENCE PLANS UNDER THE MORE RECENT
REFERENCE PLANS ARE NOT SHOWN



MINISTRY OF CONSUMER AND BUSINESS SERVICES
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73521 - SHEET 5 ON JANUARY 1, 2005

SCALE

PROPERTY INDEX MAP
BLOCK 73521
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY (OFFICE 53)

LEGEND

- FREELHOLD PROPERTY BOUNDARY: ————
- LEASEHOLD PROPERTY BOUNDARY: - - - - -
- NATURAL RESOURCE PROPERTY BOUNDARY: ~ ~ ~ ~ ~
- FREELHOLD PROPERTY NUMBER: 0147
- LEASEHOLD PROPERTY NUMBER: 0147
- NATURAL RESOURCE PROPERTY NUMBER: 0147
- TOWNSHIP FABRIC: - - - - -
- STREAM, RIVER: ~ ~ ~ ~ ~
- EASEMENT: - - - - -
- UTM GRID: UTM GRID
- ADJOINING MAP NUMBER: 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

THE SINGLE IDENTIFIER FOR ANY PROPERTY (E.G. 0234 - 044) IS COMPOSED OF THE MAP BLOCK NUMBER (BLOCK) AND THE 10-DIGIT DOT NUMBER (DOT) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 18 CENTRAL MERIDIAN 80°00' W
 2 1/2 IS M O T A P L A N
 O F S U B U R Y

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY MARKING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND INSTRUMENTS
 D O N T M A J O R E A S E M E N T S
 A R E S H O W N
 REFERENCE PLANS UNDERLYING WORK RECENT RELEVANT PLANS ARE NOT IDENTIFIED

2000



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ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73521 - SHEET 6 ON JANUARY 1, 2005

SCALE

PROPERTY INDEX MAP
BLOCK 73521
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY (OFFICE 53)

LEGEND

- FRESHWATER PROPERTY BOUNDARY
- LEASOLD PROPERTY BOUNDARY
- NATURAL RESERVE PROPERTY BOUNDARY
- FRESHWATER PROPERTY NUMBER
- LEASOLD PROPERTY NUMBER
- NATURAL RESERVE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENTS
- LOW GROUND
- ADJOINING MAP NUMBER

THE UNLSE IDENTIFIER FOR ANY PROPERTY (E.G. 0200 - 047) IS COMPOSED OF THE MAP BLOCK NUMBER (0200) AND THE FOUR DIGIT NUMBER (047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 17 CENTRAL MERIDIAN 8° 00' W
 THIS IS NOT A PLAN OF A SURVEY

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
 ONLY MAJOR EASEMENTS ARE SHOWN
 REFERENCED PLANS UNDER THE MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED

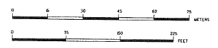
2000



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BUSINESS
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73521 - SHEET 7
ON JANUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73521
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

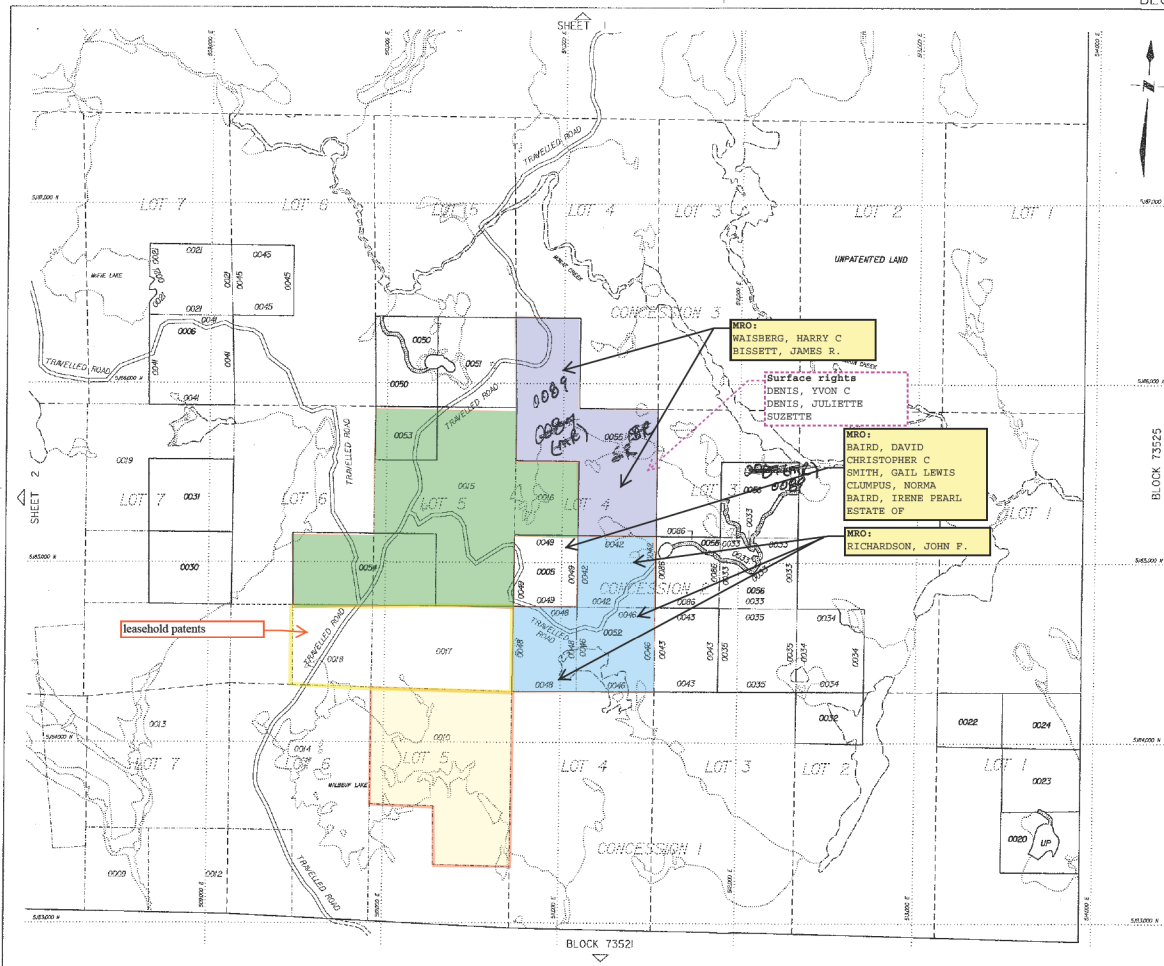
LEGEND


- FRENCH PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESERVE PROPERTY BOUNDARY
- FIELDSHOLD PROPERTY NUMBER 0147
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESERVE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- STATEMENT
- UTM GRID
- ADDRESS MAP NUMBER

NOTES

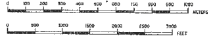
NORTH AMERICAN DATUM 83
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 800 M
THIS IS NOT A PLAN
OF SURVEY
THE MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
REFERENCE PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE REFERRED PLANS AND DOCUMENTS
S K L T V M P L J B R E A T E R E M E N T S
A R E S H O W N
REFERENCE PLANS AND DOCUMENTS WITH
REFERENCE PLANS ARE NOT IDENTIFIED






MINISTRY OF CONSUMER AND BUSINESS SERVICES
 ONTARIO

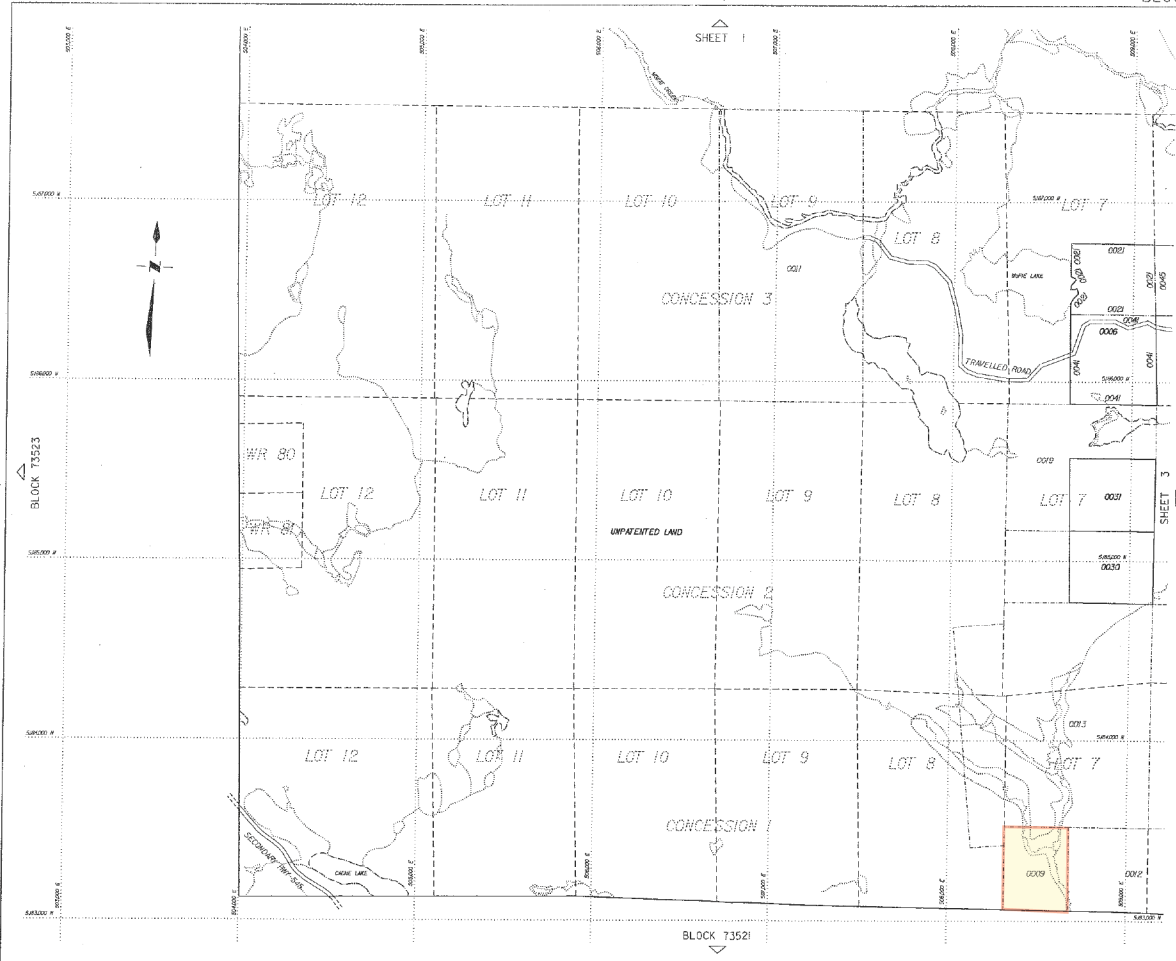
THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73524 - SHEET 3 ON OCTOBER 1, 2004

SCALE


PROPERTY INDEX MAP
BLOCK 73524
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY (OFFICE 53)

- LEGEND**
- MEDICAL PROPERTY BOUNDARY
 - LEASEHOLD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FREEHOLD PROPERTY NUMBER 0447
 - LEASEHOLD PROPERTY NUMBER 0447
 - NATURAL RESOURCE PROPERTY NUMBER 0447
 - TOWNSHIP JURISDICTION
 - STREAMS, RIVERS
 - EASEMENT
 - LHM 000
 - RESERVING MAP NUMBER

NOTES
 NORTH AMERICAN DATUM 83
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 18 CENTRAL MERIDIAN 80° W
 THIS IS NOT A PLAN OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND RECORDS REGISTERED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY PURPOSSES ONLY
 FOR DETERMINATION OF PROPERTY BOUNDARIES USE REGISTERED PLANS AND DOCUMENTS ONLY IN ADDITION CASEMENTS ARE SHOWN
 REFERENCED PLANS UNLESS THEY HAVE RECENT REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
ONTARIO SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73524 - SHEET 2
ON OCTOBER 1, 2004



PROPERTY INDEX MAP
BLOCK 73524
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FRENCH PROPERTY BOUNDARY	---
LEASEHOLD PROPERTY BOUNDARY	---
NATURAL RESOURCE PROPERTY BOUNDARY	---
FRENCH PROPERTY NUMBER	0447
LEASEHOLD PROPERTY NUMBER	0447
NATURAL RESOURCE PROPERTY NUMBER	0447
TERRACE FRONT	---
CHANGING ROUTES	---
EASEMENT	---
UTM GRID	---
ADJOINING MAP NUMBER	BLOCK 3416

THE SINGLE OWNER OF ANY PROPERTY (SIA, ODBS - 0479) IS COMPOSED OF THE MAP BLOCK NUMBER AND THE FOUR DIGIT NUMBER (SHOWN) APPEARS IN EACH ADJOINING PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECEIVED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INSURING PURPOSES ONLY

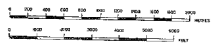
FOR DETERMINING OF PROPERTY BOUNDARIES
SEE REGISTERED PLANS AND DOCUMENTS
ONLY IN A JOURNALS EASEMENTS
AND E. SECTION

REFERENCED PLANS LIBRETTOS WERE RECENT
REGISTERED PLANS AND ARE NOT REPRODUCED



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73489 - SHEET 1 ON NOVEMBER 1, 2004

SCALE



PROPERTY INDEX MAP
BLOCK 73489
THE MUNICIPALITY OF
MARKSTAY - WARREN
TOWNSHIP OF STREET
DISTRICT OF SUDBURY
(OFFICE 53)

LAST REVISION YEAR	
0001	0415
0002	
0003	

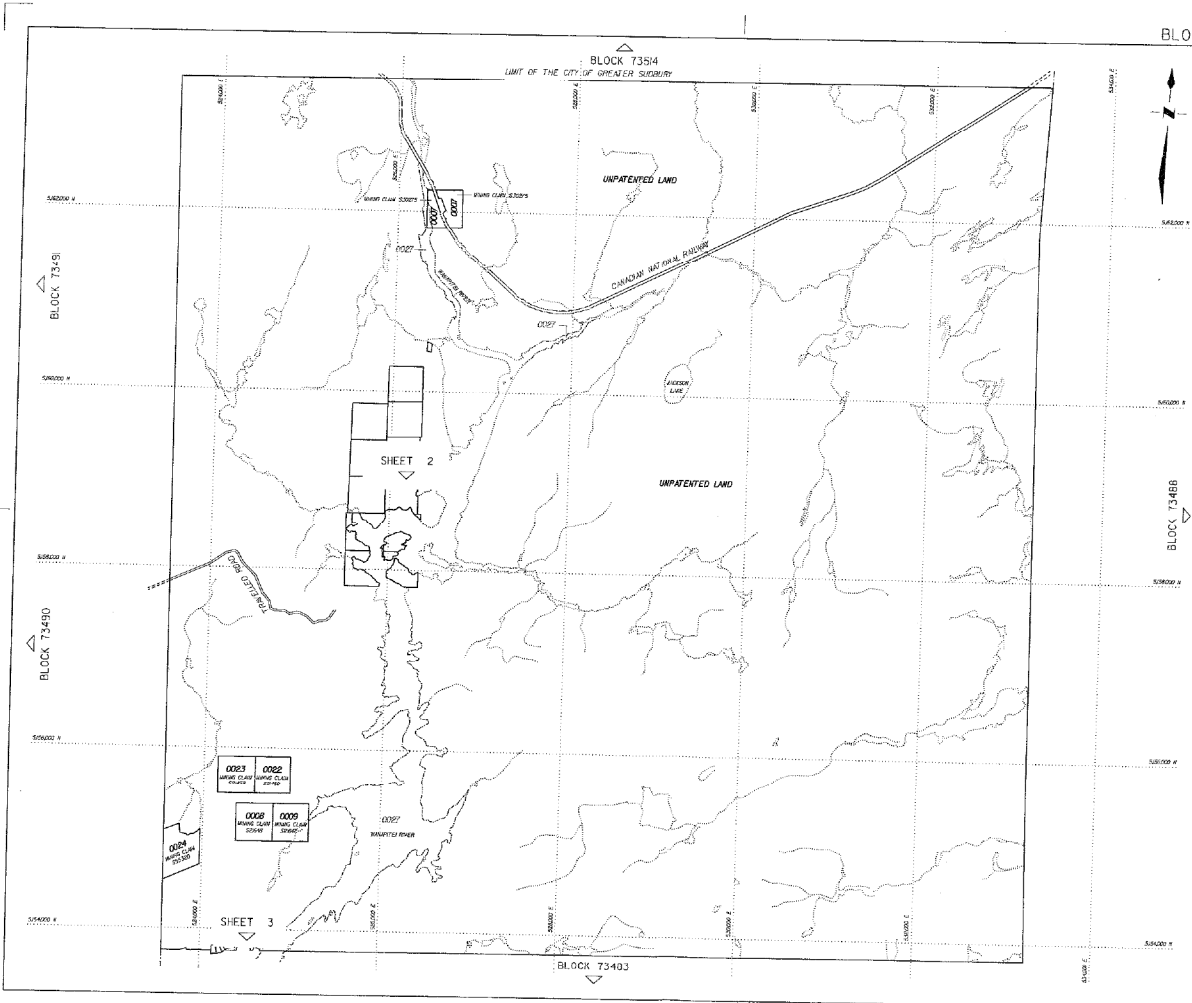
LEGEND

- FIELDSHO PROPERTY BOUNDARY
- LEASHELD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- PRELIM PROPERTY NUMBER 0001
- LEASHELD PROPERTY NUMBER 0002
- NATURAL RESOURCE PROPERTY NUMBER 0003
- TOWNSHIP FABRIC
- STREETING LINES
- EASEMENT
- UTM GRID
- INDICATE MAP SHEETS

THE USER IDENTIFY FOR ANY PROPERTY #0000 - 0001 IS CORRECTED OF THE MAP BLOCK NUMBER OVER AND THE FILED OUT NUMBER (WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

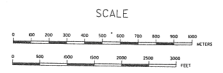
- NORTH ARCADES CENTER AND UNIVERSAL TRANSVERSE MERCATOR PROJECTION TIME 11 CENTRAL MERIDIAN 80° W
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM RECENT AND REGULATED INFORMATION IN THE LAND RECLUSTER SYSTEM AND HAS BEEN PREPARED FOR PROPERTY PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECLUSTER PLANS AND OCCUPANCY 2 NLT MAJOR EASEMENTS 2 NLT SUBDIVISION
- REFER TO PLANS UNDER THE MORE RECENT RECLUSTER PLANS ARE NOT SHOWN



not on claim map



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73364 - SHEET 1 ON DECEMBER 1, 2004



PROPERTY INDEX MAP
BLOCK 73364
TOWNSHIP OF TRILL
DISTRICT OF SUDBURY (OFFICE 53)

LAST IDENTIFIER USED	
0001	
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0099	
0100	

- LEGEND**
- FRESHWATER PROPERTY BOUNDARY
 - LEASHELD PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRESHWATER PROPERTY NUMBER: 0047
 - LEASHELD PROPERTY NUMBER: 0047
 - NATURAL RESOURCE PROPERTY NUMBER: 0047
 - TOWNSHIP FABRIC
 - STREAMLAIN CROSS
 - FACEWALL
 - UTM GRID
 - ADJOINING MAP NUMBER
- THE UNIQUE IDENTIFIER FOR ANY PROPERTY (I.E. 0028 - 0047) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE PLAT (001) NUMBER (0047) WHICH APPEARS IN EACH ACTIVATED PROPERTY.

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY IDENTIFICATION PURPOSES ONLY.

FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS ARE SHOWN.

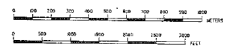
REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73365 - SHEET 1 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER SUDBURY (TRILL)
DISTRICT OF SUDBURY
(OFFICE 53)

LAST REVISION DATE	REVISION
02/01/05	1st
02/01/05	2nd
02/01/05	3rd

LEGEND

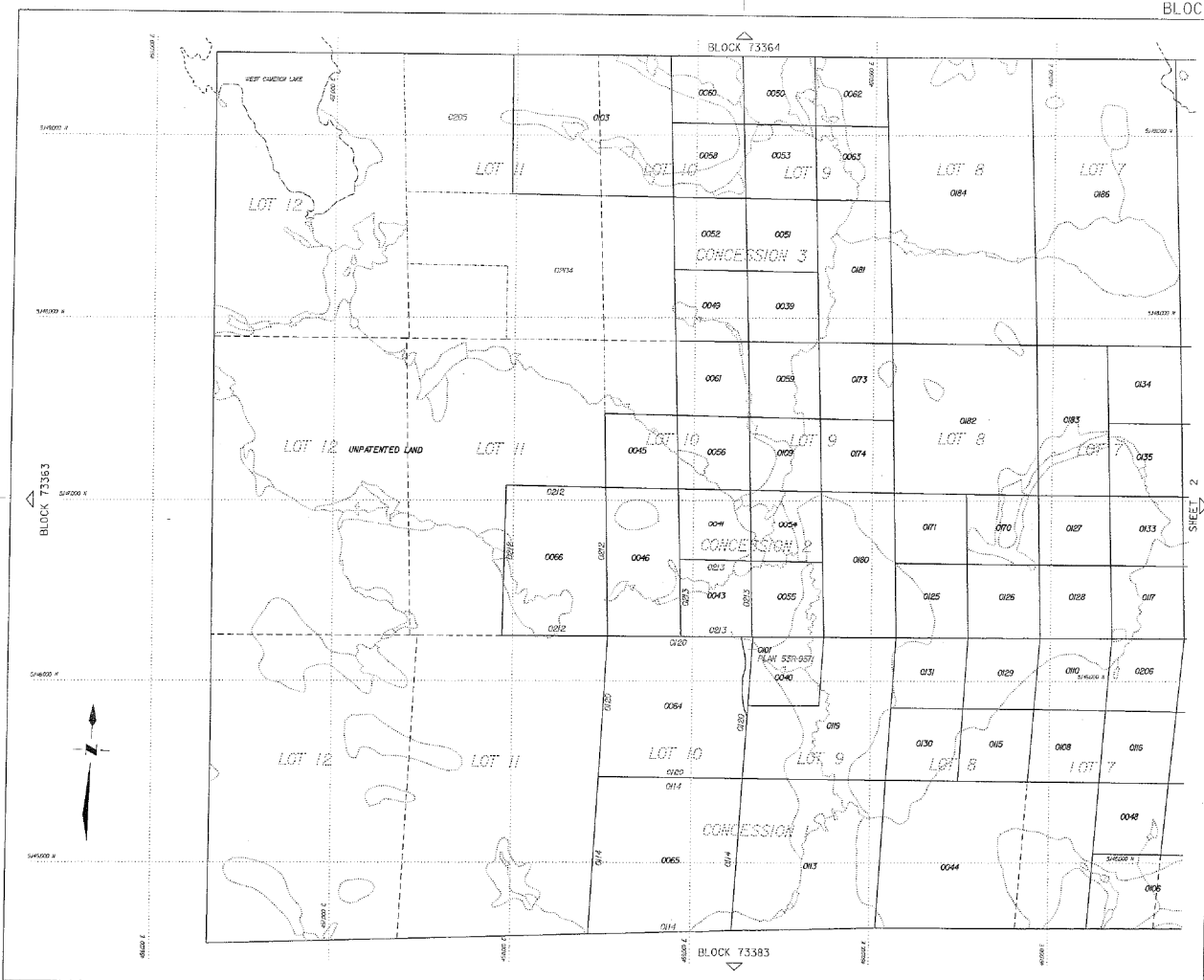
- FIEBOLD PROPERTY BOUNDARY
- EXISTING PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FIEBOLD PROPERTY NUMBER
- LEASOLD PROPERTY NUMBER
- NATURAL RESOURCE PROPERTY NUMBER
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- CEMENT
- UTM GRID
- ADJACENT MAP NUMBER

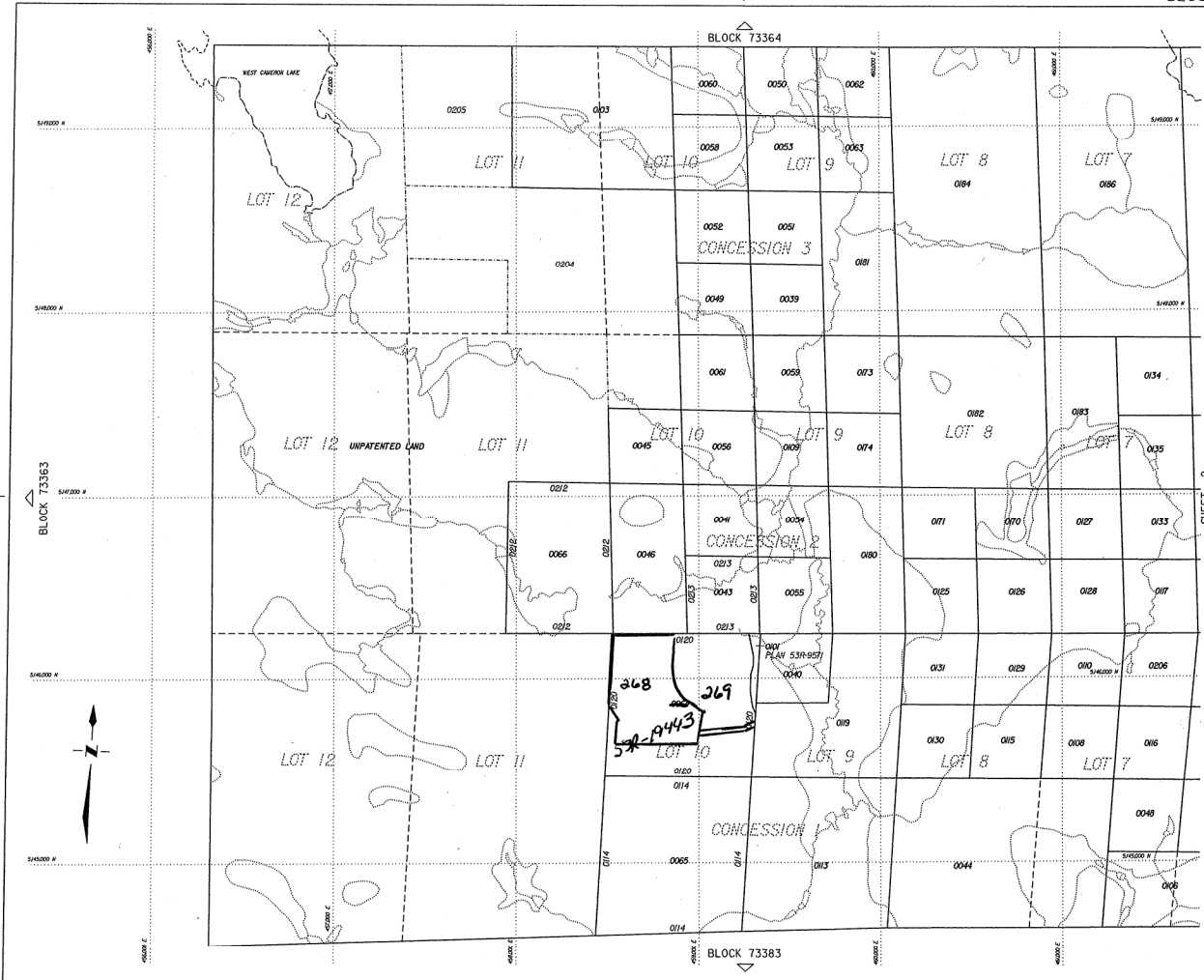
THE INDEX REFLECTS THE MAP BOUNDARY REG. 2000. THIS IS COMPOSED OF THE MAP SLICE NUMBER 0008 AND THE FOUR DEED NUMBER SLICES WHICH APPEAR IN EACH ACTIVATED PROPERTY.

NOTES

- NORTH AMERICAN DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 18 EASTING, NAD83 UTM 18
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PRELIMINARY BUILDING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES USE RECORDED PLANS AND DOCUMENTS ONLY - MAJOR ASSESSMENTS ARE SHOWN
- REFERENCING PLANS UNDERWAY WERE RECENT REFERENCING PLANS ARE NOT DEMONSTRATED

10000





MINISTRY OF
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CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73365 - SHEET 1
ON FEBRUARY 1, 2005



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER
SUDBURY (TRILL)
DISTRICT OF SUDBURY
(OFFICE 53)

LAST IDENTIFIED
0266
0267
0268
0269
0270
0271
0272
0273
0274
0275
0276
0277
0278
0279
0280
0281
0282
0283
0284
0285
0286
0287
0288
0289
0290
0291
0292
0293
0294
0295
0296
0297
0298
0299
0300

- LEGEND
- FRESHWATER PROPERTY BOUNDARY
 - LEASING PROPERTY BOUNDARY
 - NATURAL RESOURCE PROPERTY BOUNDARY
 - FRESHWATER PROPERTY NUMBER 0147
 - LEASING PROPERTY NUMBER 0147
 - NATURAL RESOURCE PROPERTY NUMBER 0147
 - TOWNSHIP FABRIC
 - STREAMS, RIVERS
 - EASEMENT
 - UTM GRID
 - ADJOINING MAP NUMBER BLOCK 7345

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0026 - 047) IS COMPOSED OF THE MAP BLOCK NUMBER (0026) AND THE FOUR-DIGIT NUMBER (047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 80°00' W

THIS IS NOT A PLAN OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY

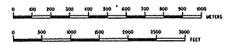
FOR DETERMINATION OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS ONLY. MAJOR EASEMENTS ARE SHOWN.

REFERENCE PLANS UNDER THIS MORE RECENT REFERENCE PLANS ARE NOT IDENTIFIED



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73365 - SHEET 2 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

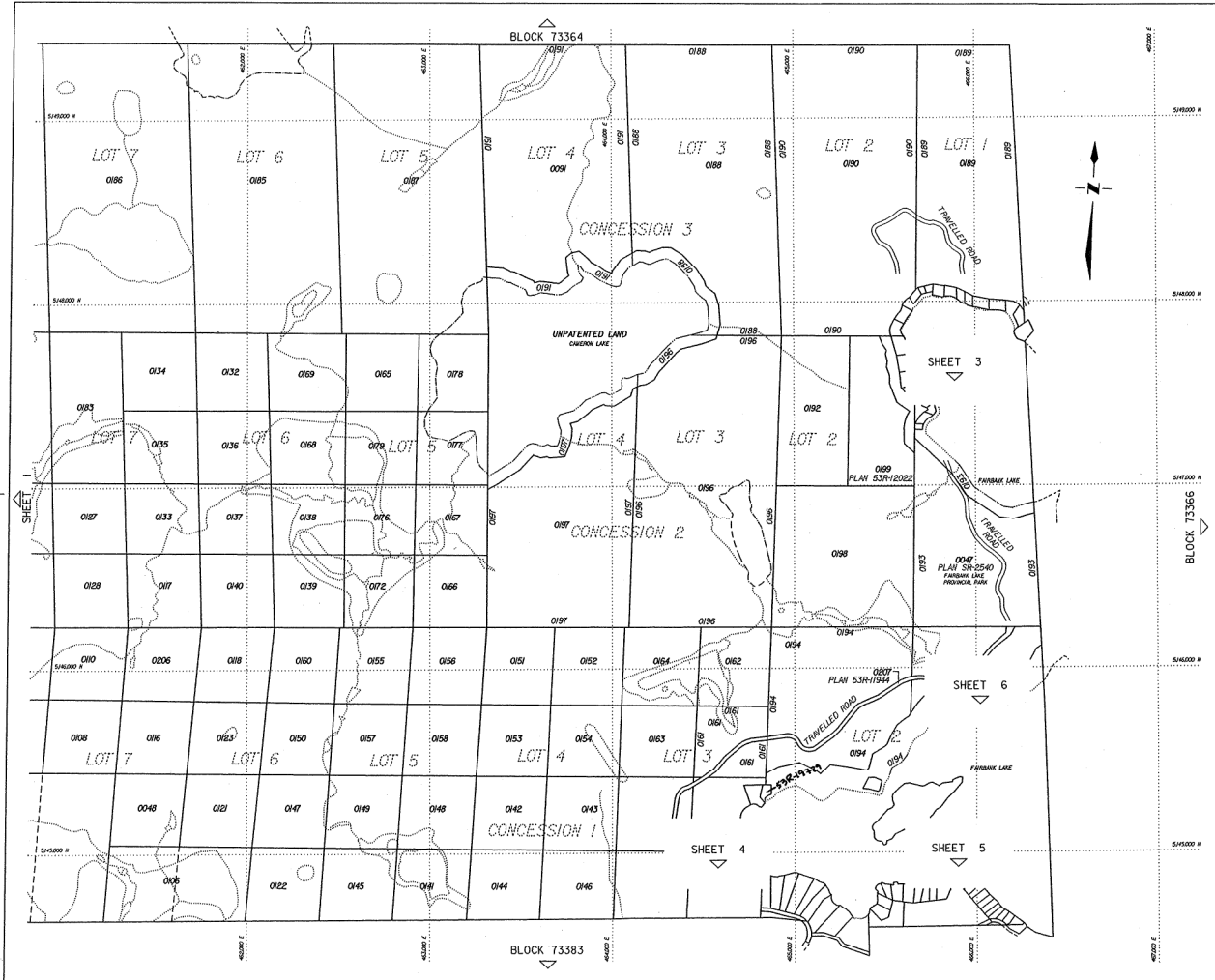
- FRENCHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FRENCHOLD PROPERTY NUMBER 0187
- LEASEHOLD PROPERTY NUMBER 0187
- NATURAL RESOURCE PROPERTY NUMBER 0187
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0020 - 045) IS SHOWN ON THE MAP. BLOCK NUMBER (BLOCK) AND SHEET NUMBER (SHEET) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 80° W
THIS IS NOT A PLAN OF SURVEY
THIS MAP WAS COPIED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
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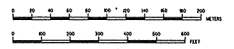
10000





THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73365 - SHEET 3 ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

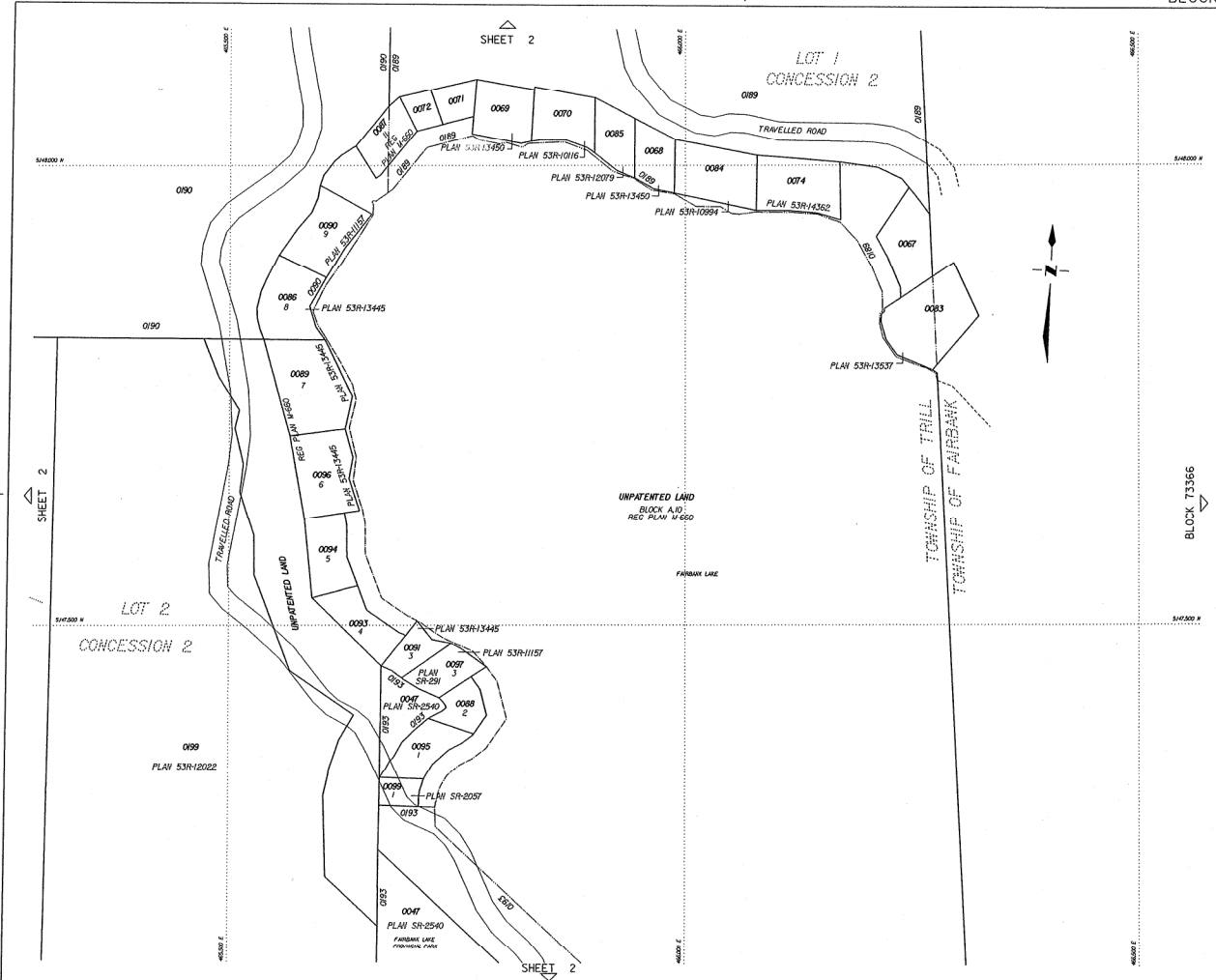
LEGEND

- FREEDHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREEDHOLD PROPERTY NUMBER 01-67
- LEASEHOLD PROPERTY NUMBER 01-67
- NATURAL RESOURCE PROPERTY NUMBER 01-67
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER BLOCK 346

THE UNIQID IDENTIFIER FOR ANY PROPERTY (E.G. 0008 - 0011) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE FOUR DIGIT NUMBER (0011) WHICH APPEARS IN EACH ACTUATED PROPERTY

NOTES

- NORTH AMERICAN DATUM 1983
- UNIVERSAL TRANSVERSE MERCATOR PROJECTION
- ZONE 17 CENTRAL MERIDIAN 8° 00' W
- THIS IS NOT A PLAN OF SURVEY
- THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY
- FOR DIMENSIONS OF PROPERTY BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
- ONLY MAJOR EASEMENTS ARE SHOWN
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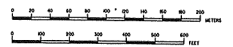




MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73365 - SHEET 4
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

- FREELHOLD PROPERTY BOUNDARY
- LEASEHOLD PROPERTY BOUNDARY
- NATURAL RESOURCE PROPERTY BOUNDARY
- FREELHOLD PROPERTY NUMBER 0147
- LEASEHOLD PROPERTY NUMBER 0147
- NATURAL RESOURCE PROPERTY NUMBER 0147
- TOWNSHIP FABRIC
- STREAMS, RIVERS
- EASEMENT
- UTM GRID
- ADJOINING MAP NUMBER

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0000-0047) IS COMPOSED OF THE MAP BLOCK NUMBER (0000) AND THE FOUR DIGIT NUMBER (0047) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

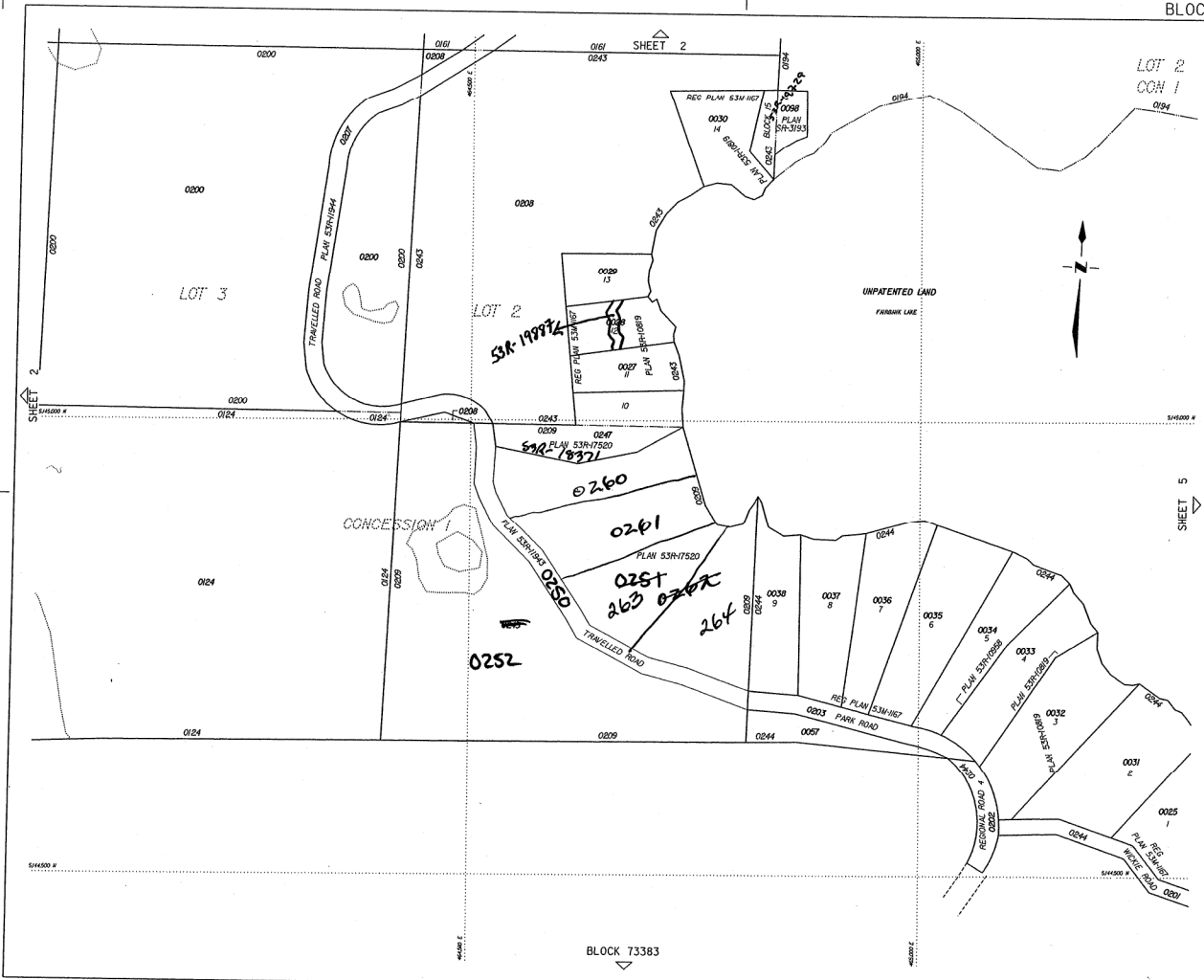
NORTH AMERICAN DATUM 1983
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 18 CENTRAL MERIDIAN 80° 00' W

THIS IS NOT A PLAN
OF SURVEY

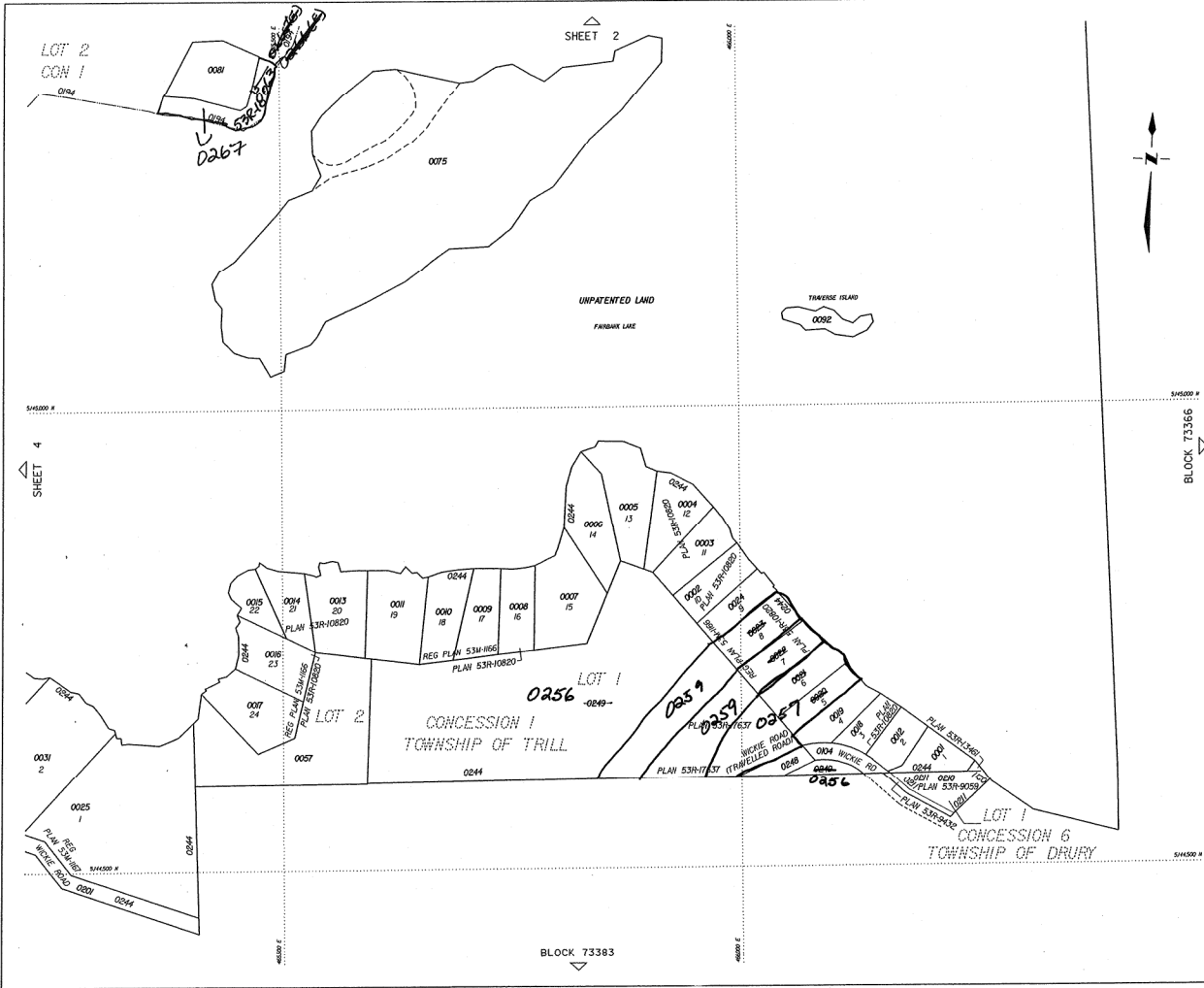
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
RECORDING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND INSTRUMENTS
ONLY MAJOR EASEMENTS
ARE SHOWN

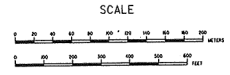
REFERENCE PLANS UNROLLING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



BLOCK 73383



THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 73365 - SHEET 5 ON FEBRUARY 1, 2005

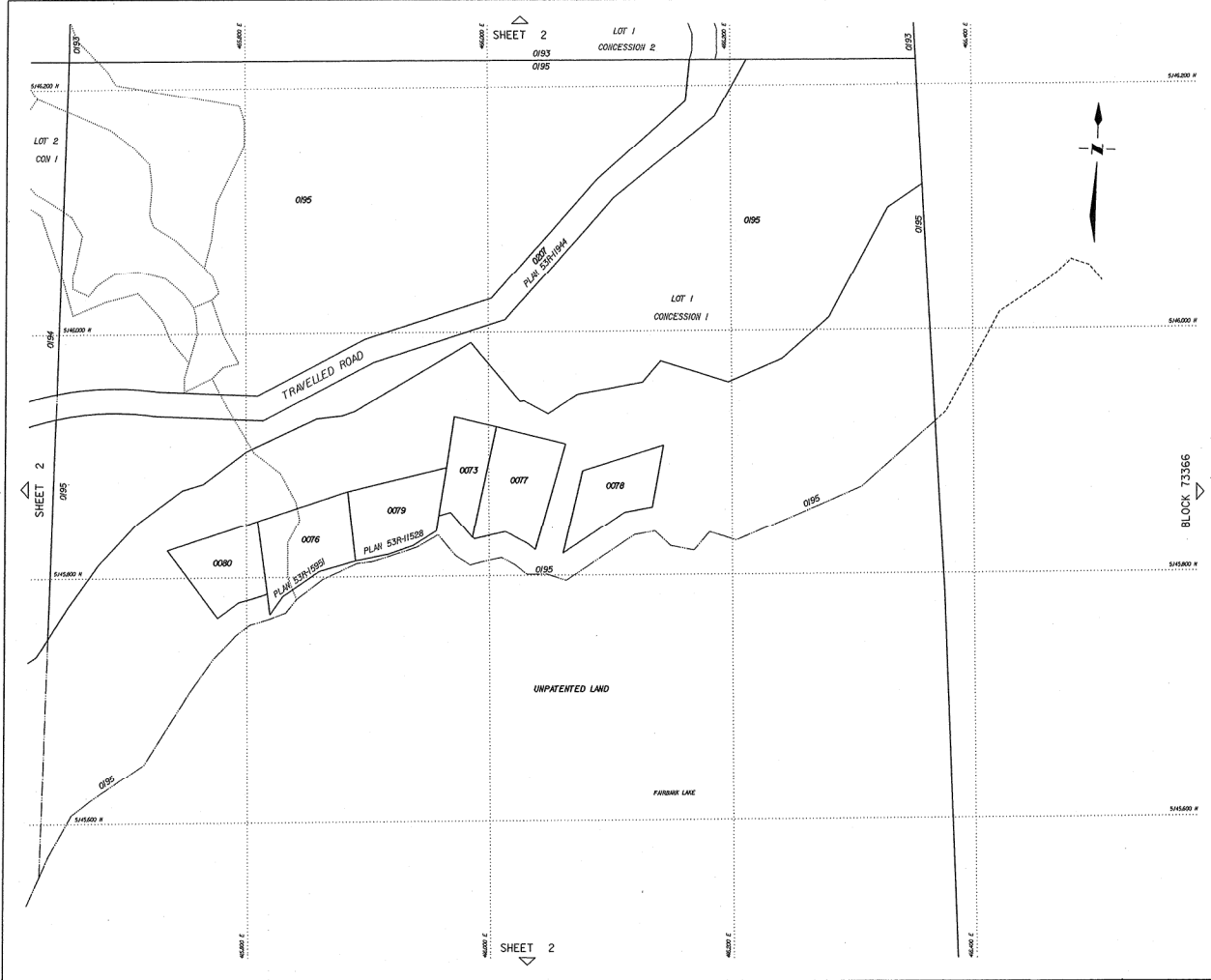


PROPERTY INDEX MAP
 BLOCK 73365
 CITY OF GREATER SUDBURY
 DISTRICT OF SUDBURY
 (OFFICE 53)

LEGEND

FREEDHOLD PROPERTY BOUNDARY	—————
LEASEHOLD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FREEDHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	-----
STREAMS, RIVERS	~~~~~
EASEMENT	.....
UTM GRID	.....
ADJOINING MAP NUMBER	BLOCK 73366

NOTES
 NORTH AMERICAN DATUM 1983
 UNIVERSAL TRANSVERSE MERCATOR PROJECTION
 ZONE 17 CENTRAL MERIDIAN 81°00' W
 THIS IS NOT A PLAN OF SURVEY
 THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRY SYSTEM AND HAS BEEN PREPARED FOR PROPERTY RECORDING PURPOSES ONLY
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MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73365 - SHEET 6
ON FEBRUARY 1, 2005

SCALE
0 10 20 30 40 50 60 70 80 90 100 METERS
0 30 60 90 120 150 180 FEET

PROPERTY INDEX MAP
BLOCK 73365
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

FREEHOLD PROPERTY BOUNDARY	—————
LEASEHOLD PROPERTY BOUNDARY	- - - - -
NATURAL RESOURCE PROPERTY BOUNDARY	.....
FREEHOLD PROPERTY NUMBER	0147
LEASEHOLD PROPERTY NUMBER	0147
NATURAL RESOURCE PROPERTY NUMBER	0147
TOWNSHIP FABRIC	.....
STRAINS, RIVERS	.....
EASEMENT	.....
UTM GRID	.....
ADJOINING MAP NUMBER	BLOCK 73365

THE UNIQUE IDENTIFIER FOR ANY PROPERTY (E.G. 0008 - 0147) IS COMPOSED OF THE MAP BLOCK NUMBER (0008) AND THE FOUR DIGIT NUMBER (0147) WHICH APPEARS IN EACH ACTIVATED PROPERTY

NOTES

NORTH AMERICAN DATUM (NAD 83)
UNIVERSAL TRANSVERSE MERCATOR PROJECTION
ZONE 17 CENTRAL MERIDIAN 8°00'W

THIS IS NOT A PLAN
OF SURVEY

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND REGISTRY
SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTY BOUNDARIES
SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS
ARE SHOWN

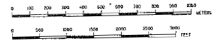
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT IDENTIFIED



MINISTRY OF
CONSUMER AND
BUSINESS
SERVICES

THIS INDEX MAP SHOWS ALL
PROPERTIES EXISTING IN
BLOCK 73522 - SHEET 2
ON FEBRUARY 1, 2005

SCALE



PROPERTY INDEX MAP
BLOCK 73522
CITY OF GREATER
SUDBURY
DISTRICT OF SUDBURY
(OFFICE 53)

LEGEND

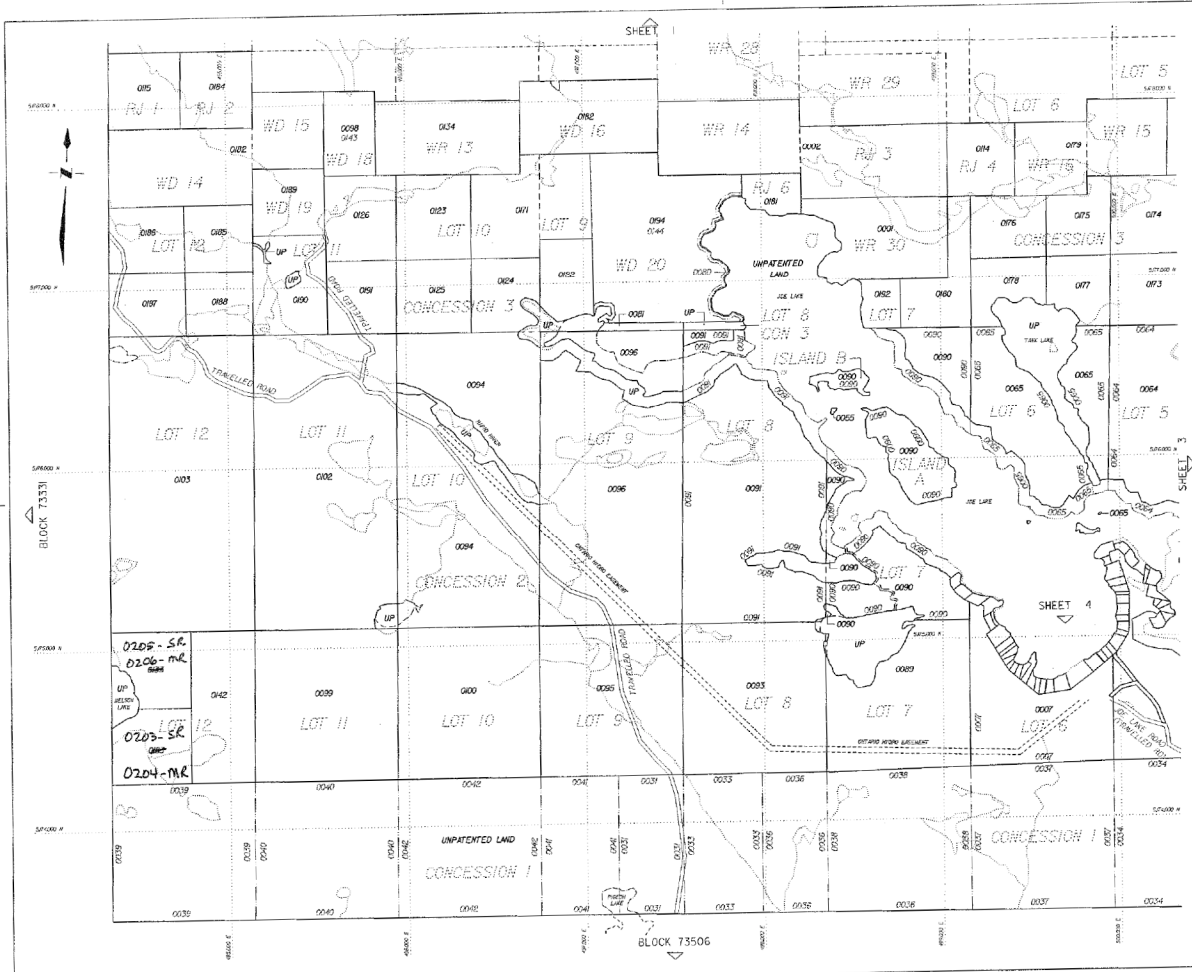
- FRESHWATER PROPERTY BOUNDARY - - - - -
- LEASABLE PROPERTY BOUNDARY - - - - -
- NATURAL RESOURCE PROPERTY BOUNDARY - - - - -
- FRESHWATER PROPERTY NUMBER 0247
- LEASABLE PROPERTY NUMBER 0247
- NATURAL RESOURCE PROPERTY NUMBER 0247
- TERRACE FABRIC - - - - -
- STRAINS/RIVERS - - - - -
- EXCAVATION - - - - -
- WPA LAD - - - - -
- ADJACENT MAP NUMBER - - - - -

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NOTES

- WITHIN AERIAL PHOTO 1982
- MUNICIPAL TERRITORY SUPERIOR PROJECTION
- ZONE 19 CENTRAL MERIDIAN 87° 00' W
- THIS IS NOT A PLAN
- OF SURVEY
- MAP WAS NOT DERIVED FROM PLANS AND
- DOCUMENTS RECEIVED IN THE LAND REGISTRY
- SYSTEM AND HAS BEEN PREPARED FOR PROPERTY
- NUMBER PURPOSES ONLY
- FOR DETERMINATION OF PROPERTY BOUNDARIES
- SEE RECORDS PLANS AND DOCUMENTS
- IN THE LAND REGISTRY
- IF ANY DISCREPANCIES ARE FOUND
- REFER TO PLANS AND DOCUMENTS
- RECORDS PLANS AND DOCUMENTS
- IF ANY DISCREPANCIES ARE FOUND

10000



**Schedule G
Required Consents**

[Redacted - Prejudicial Information]

Schedule H
Royalty Agreement

See attached.

ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT made the ● day of ●, 2022.

BETWEEN:

Archer Exploration Corp., a corporation incorporated under the laws of British Columbia
(the “**Owner**”)

- and -

Wallbridge Mining Company Limited, a corporation incorporated under the laws of Ontario
(the “**Royalty Holder**”)

WHEREAS the Royalty Holder sold to the Owner a 100.0% interest in the mineral exploration properties known as the “Grasset Property” located in the Province of Quebec described in Schedule A hereto (hereinafter referred to collectively as the “**Properties**”), pursuant to an asset purchase agreement dated ●, 2022 (the “**APA**”);

WHEREAS certain of the Properties, described in Schedule B hereto (the “**Encumbered Properties**”), are encumbered by existing royalties (the “**Existing Royalties**”);

AND WHEREAS as partial consideration paid by the Owner to the Royalty Holder under the APA, the Owner has agreed to grant to the Royalty Holder a net smelter return payable on the Properties on the terms and conditions as specified in this royalty agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto (the “**Parties**”) hereby covenant and agree as follows:

1. Royalty Agreement

This royalty agreement (hereinafter, the “**Royalty Agreement**”) contains the entire agreement between the Parties with respect to all royalties that the Owner, its successors and/or assigns shall pay to the Royalty Holder. The royalty payable pursuant to this Royalty Agreement is with respect to the Properties.

2. Grant of Royalty

A net smelter return (hereinafter “**NSR**”) royalty shall be paid in perpetuity to the Royalty Holder by the Owner, its successors and/or assigns, as the case may be, on the terms set forth below, on the sale or disposition of Products (as hereinafter

defined) (the “**Royalty**”) which may be found within, upon or under the Properties.

With respect to the Encumbered Properties, the amount of the NSR shall be equal to 2.0% less the amount of the Existing Royalty on such Encumbered Property.

With respect to the Properties other than the Encumbered Properties, the amount of the NSR shall be equal to 2.0%.

If any right, power or interest of any party under this Royalty Agreement would violate the rule against perpetuities, then such right, power or interest will terminate upon the definitive end of any exploitation/operation of the Products (as hereinafter defined) of the Properties in a commercially viable way.

3. **Right of First Refusal**

The Royalty Holder has the right of first refusal to purchase all of any royalty on the sale or disposition of Products which may be found within, upon or under the Encumbered Properties (the “**Offered Interest**”) proposed to be (i) sold by the Owner to any third party other than an affiliate or (ii) offered to the Owner for repurchase (other than such interests the Owner has the right to repurchase pursuant to contractual rights in effect as of the date hereof), such that any pre-existing royalty would be extinguished. If the Owner wishes to transfer the Offered Interest to, or receives a proposal with respect to the repurchase of the Offered Interest from, any third party other than an affiliate and receives a *bona fide* offer which it is willing to consider, the Owner must give written notice to the Royalty Holder of the identity of such third party and all the material terms of such proposed transaction (the “**Sale Terms**”). The Sale Terms must be *bona fide* terms capable of acceptance by the Royalty Holder and must contain a sale price stated in cash or to the extent that there is any non-cash purchase consideration, such non-cash consideration must be converted at its fair market value into a stated cash equivalent for purposes hereof. The Royalty Holder shall then have thirty (30) days from the date of receipt of such notice to elect to purchase the Offered Interest on terms no less favorable to the Royalty Holder than those contained in the Sale Terms. If the Royalty Holder does not make an election within such thirty (30) day period, the Royalty Holder shall be deemed to have elected not to purchase the Offered Interest. If the Royalty Holder does not elect to purchase the Offered Interest, then the Owner may sell the Offered Interest to or repurchase the Offered Interest from such third party on terms no more favorable to such third party than the terms contained in the Sale Terms within the

sixty (60) day period immediately following the Royalty Holder's thirty (30) day election period. If the Owner does not complete the sale or repurchase of the Offered Interest within such sixty (60) day sale period, then the Royalty Holder shall once again have the right of first refusal to purchase or repurchase all or any part of the Offered Interest not sold by the Owner.

4. Terms of Royalties

4.1 For all base and precious metals and minerals of whatsoever nature or kind (the "Products") derived by the Owner or any subsequent transferee of the Owner, from the Properties, including Products obtained from the reprocessing of tailings, mine wastes and residues, the Royalty Holder shall receive a Royalty equal to the applicable percentage of the NSR realized or deemed to be realized as hereinafter provided, from the sale or disposition of the Products.

4.2 The aforementioned percentage of the NSR on the Products described in Section 4.1 shall be that determined in accordance Section 4.3 of this Royalty Agreement and, in the calculation of the Royalty, such percentage shall be applied to 100% of the NSR, derived from the Properties regardless of dilution of the Owner's working interest or entitlement with respect to this Royalty Agreement, the Properties or the Products.

4.3 Net Smelter Returns Royalty Calculations

(a) NSR means the Gross Sale Proceeds (as hereinafter defined) from the sale or disposition of the Products to an independent smelter, refinery or other unaffiliated purchaser after deducting therefrom the following total allowable costs incurred by the Owner attributed to the production, treatment, processing, handling, transportation, insurance, removal, sale, or disposition, if applicable, of such Products, comprising:

- (i) all smelting, refining, treatment, tolling, representation expenses, assaying, umpiring, sampling, metal losses, selling, if applicable, and charges and penalties charged by any independent refinery, smelter or other unaffiliated purchaser of Products;
- (ii) all costs of loading, securing, transporting (including, shipping, freight, stockpiling, storage, warehousing, handling, port, demurrage, delay and forwarding expenses and transaction taxes) and insuring Products

from the Properties to any independent refinery, smelter or other unaffiliated purchaser; and

- (iii) value added taxes and other taxes and governmental charges, if any, payable with respect to the existence, production, treatment, processing, handling, transportation, insurance, removal, sale, or disposition of Products that are paid or incurred by the Owner with respect to the Minerals;
- (b) The “**Gross Sale Proceeds**” for the Products shall be deemed gross proceeds from deemed sales of the Products, and sales of the Products shall be deemed to have occurred, without regard to when or to whom they actually are made, upon the earliest of the following:
- (i) when the Products are shipped by the Owner from the Properties to an independent refinery, smelter or other unaffiliated purchaser; or
 - (ii) with respect to bullion produced by the Owner, the day the final, refined bullion has been produced by the Owner; or
 - (iii) with respect to doré produced by the Owner, three (3) business days after the doré has been produced by the Owner (where a “business day” is a day that is not a Saturday, Sunday or a statutory holiday in Vancouver, British Columbia or Montreal, Quebec); or
 - (iv) with respect to concentrates produced by the Owner, thirty (30) days after those concentrates have been produced by the Owner.
- (c) The deemed Gross Sale Proceeds of all such deemed sales occurring within a single calendar quarter shall be determined:
- (i) in the case of gold, platinum, palladium and silver and other precious minerals, by multiplying the total number of troy ounces of the particular Product deemed sold within that quarter by the following:
 - A. for gold, platinum or palladium, the arithmetic mean of the daily London P.M. fixing (per troy ounce of the respective Product) as set by the London Bullion Market Association for the quarter,

- B. for silver, the arithmetic mean of the weekly Handy & Harman base price per troy ounce as quoted in Metals Week for the weeks which conclude within that quarter, but in the event Metals Week is not published or if for any other reason such quotation is not available, the arithmetic mean of the daily Handy & Harman base quote as published in the Wall Street Journal for the quarter will be utilized; and
- C. in the case of copper, nickel and any other base metals and bulk mineral commodities by multiplying the total number of tonnes of the particular Products deemed sold within that quarter by the arithmetic mean of the daily midday rate for such metal or mineral commodity on the London Metal Exchange for the quarter.

In the event any of the aforementioned pricing mechanisms is no longer in existence or for any reason unavailable at any point in time, the Parties shall use for pricing that market on which the largest volume of the particular mineral commodity is traded.

- (d) In the event that the Owner or any of its affiliates receives insurance proceeds for loss of production of Products from the Properties, the Owner shall pay to the Royalty Holder the Royalty in the same percentage on any such insurance proceeds which are received from the Owner or any of its affiliates for such loss of production.
- (e) If smelting, refining, treatment, tolling, assaying or sampling of the Products is performed by or at facilities owned or controlled by the Owner or any of its affiliates, all charges, costs and penalties therefor to be deducted pursuant to Section 4.3(a) shall be equal to and not exceed the lower of: (i) the actual costs incurred by the Owner in carrying out such processes, and (ii) such amounts which the Owner would have incurred if such operations were conducted at facilities not owned or controlled by the Owner or any of its affiliates, and which were then offering comparable services for comparable quantities and quality of the Products on prevailing market terms. If the Owner uses owned or leased equipment to transport such Products, the cost of transporting such products for the purposes of determining the amount of the NSR shall not exceed the firm rates quoted by other competent and reliable haulers who are ready, willing and able to transport such products.
- (f) The Owner shall have the right to commingle the Products produced from the Properties with ores and minerals produced from other properties. Before

commingling, the Products from the Properties shall be weighed, sampled, assayed, measured or gauged by the Owner in accordance with best industry mining and metallurgical practices for moisture, penalty substances and payable content, in each case applied on a consistent basis. Detailed records shall be kept by the Owner for at least one (1) year showing weights, moisture and assays of payable content. Prior to commingling, the Owner shall give thirty (30) days' notice to the Royalty Holder specifying its decision to commingle and outlining the procedures it proposes to follow in this connection.

- (g) All calculations and computations relating to the NSR shall be carried out in accordance with International Financial Reporting Standards and in accordance with best mining practices.

4.4 Royalties General Terms

- (a) Royalties shall accrue at the time of sale or deemed sale, as applicable and they shall become due and payable on a calendar quarter basis, on the fifteenth (15th) day of the month following the calendar quarter in which they accrue.
- (b) At the time of making each Royalty payment to the Royalty Holder, the Owner shall provide the Royalty Holder with a certificate of a senior officer of the Owner certifying as to the accuracy of the calculations of the Royalty payment and setting out the method of the calculation thereof to which shall be attached a true copy of the related smelter, refinery or mint sales receipt or receipts.
- (c) NSR with respect to the Products shall be calculated exclusively as provided herein, and the Royalty computed thereon shall be determined without regard to any "hedging", "forward", "futures" or "derivatives" or comparable sales (collectively referred to as "**future trading**") of such Products by or on behalf of the Owner. The Royalty Holder shall not be entitled to any benefit of or be subject to any loss attributable to such future trading by the Owner.
- (d) At any time after all or any part of the Properties are placed into production the Royalty Holder and/or its authorized representatives may, on reasonable notice to the Owner, enter upon all surface and subsurface portions of the Properties for the purpose of inspecting the Properties, all improvements thereto and operations thereon; provided that, the Royalty Holder and/or its authorized representatives shall enter the Properties at its own risk and may not hinder operations on or pertaining to the Properties.

- (e) The Owner shall keep and/or shall cause to be kept proper books of account, records and supporting materials covering all matters relevant to the calculation of Royalties payable to the Royalty Holder and the reasonable verification thereof; and the Royalty Holder shall have, within ninety (90) days of a Royalty payment pursuant to this Royalty Agreement, the right, during regular business hours and on reasonable notice of not less than five (5) business days, to carry out at its sole cost and expense (subject to reimbursement as described below) an audit of such Royalty payment by established independent professionals chosen by the Royalty Holder, of the methodology and manner of calculating all Royalty payments hereunder and the Owner shall provide, during regular business hours and on reasonable notice of not less than five (5) business days, unrestricted access (where same are located) to its books, accounts, records, vouchers, smelter refinery or mint statements, sales receipts and related documentation for this purpose. Should there be any difference in the amount of the Royalty payment or payments which are ultimately determined to be in the Royalty Holder's favour, which differ by more than three (3%) percent of the amount of the Royalty paid to the Royalty Holder, then the cost of said audit shall be reimbursed to the Royalty Holder.
- (f) The operations of the Owner or any of its affiliates with respect to the Properties shall be conducted in a manner that will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any existing and future national, federal, state, provincial and municipal laws, by-laws, rules, regulations, orders, codes, judgements and all international treaties and agreements, relating to the protection of the environment, reclamation, public health and safety and corporate social responsibility standards.
- (g) Any dispute (a "**Dispute**") arising out of, relating to, or in connection with the quantum or methodology of calculating all Royalties payable hereunder shall be settled by arbitration carried out under this section and under Book VII, Title I of the *Quebec Code of Civil Procedure*, S.Q. 2014, c. 1, as the same is in force from time to time. The venue for any such arbitration shall be Montreal, Quebec, Canada, or such other location as the Parties may mutually agree and the language of the arbitration shall be English. The Parties will use their best efforts to agree on one arbitrator and if such an agreement is reached, the arbitration shall be conducted by a single arbitrator. However, if the Parties are

unable to agree on one arbitrator, they shall each nominate an arbitrator and each of the arbitrators nominated by the Parties shall nominate a third arbitrator who shall act as Chair of the three-person arbitration panel in connection with the Dispute. Within twenty (20) days of the conclusion of the arbitration hearing, the Chair of the arbitration panel shall prepare written findings of fact and conclusion of law. The award may include an award of costs, including reasonable legal fees and disbursements in the arbitration panel's sole discretion. Judgement on the written award may be entered and enforced in any court of competent jurisdiction. It is mutually agreed that the written decision of the panel shall be valid, binding, final and will not be subject to appeal; provided, however, that the Parties agree that the panel shall not be empowered to award punitive damages against any party to such arbitration. The panel shall require the non-prevailing Party to pay the panel's full fees and expenses or, if in the panel's opinion, there is no prevailing party, the panel's fees and expenses will be borne equally by the parties thereto.

- (h) The Owner may, but will not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Products at sites located on or off the Properties, prior to a sale or disposition. The Owner will not be liable for mineral values lost in processing under sound practices and procedures, and no Royalty will be due on any such lost mineral values. The Owner will have complete discretion concerning the nature, timing, methods, procedures, techniques and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Properties and may suspend operations and production on the Properties at any time it considers prudent or appropriate to do so in its sole and unfettered discretion. The Owner will not owe the Royalty Holder any duty to explore, develop or mine the Properties, or to do so at any rate or in any manner other than that which the Owner may determine in its sole and unfettered discretion. The Owner may, but is not obligated to, retain ore or treated ore containing minerals as inventory for any length of time and for any reason. The Owner will not have an obligation to sell any Products at any time. Any decision to place the Properties into production shall be at the sole and unfettered discretion of the Owner and if the Properties or any part thereof are in or are placed into production, the Owner shall have the unfettered right to suspend, curtail or terminate any such operation as it, in its sole and unfettered discretion, may determine.
- (i) This Royalty Agreement shall be construed, interpreted and the rights of the Parties determined in accordance with the laws, other than the conflict of laws

rules, of the Province of Quebec and the federal laws of Canada applicable therein and shall be treated in all respects as a Quebec contract. The Parties hereby irrevocably attorn on a non-exclusive basis to the jurisdiction of the courts of the province of Quebec.

- (j) The Owner may, from time to time, abandon or surrender or allow to lapse or expire any part or parts of the Properties if the Owner determines that they are not economically viable or otherwise have insufficient value to warrant continued maintenance. If the Owner abandons or surrenders or allows to lapse or expire or declines to pursue any part or parts of the Properties the Royalty Holder will not be limited in any way to stake or otherwise acquire, directly or indirectly, any right to or interest in any mining claim, license, lease, grant, concession, permit, patent, or other mineral property located wholly or partly within such Properties.
- (k) With respect to the Royalty granted herein, it is acknowledged, agreed and declared that:
 - (i) the Royalty herein made is intended to relate to and constitute a real right in the Properties and is intended to be binding upon the title to the Properties;
 - (ii) it is intended that the covenants herein contained shall run with the Properties and all successions thereof whether created privately or through any governmental entity's actions;
 - (iii) the Royalty will apply to any amendments, replacements, substitutions or conversions of any mining claims, mining leases, mining concessions and other forms of mineral tenure or mining rights for the purpose of exploring for, developing or extracting mineral substances, whether contractual, statutory or otherwise, or any interest therein comprising from time to time the Properties, or to any amendments, replacements, substitutions, conversions, renewals or extensions thereof, but only as such amendments, replacements, substitutions, conversions, renewals or extensions concern only the land subject to the Mineral Rights comprising the Properties as of the date of the APA (collectively, "**Mineral Rights**");
 - (iv) the Owner will notify the Royalty Holder in writing of its being granted a mining lease or other Mineral Right, including as a result of conversion

of Mineral Rights comprising the Properties, with respect to land that will be subject, as of the date of the APA, to any of the Mineral Rights comprising the Properties, or of any renewal, replacement, substitution or modification of any mining lease or other Mineral Rights included in the Properties from time to time, in order to allow the Royalty Holder to proceed with amendments or additional registration at any relevant Quebec public registers as may be necessary or advisable to ensure that the right of the Royalty Holder and the Hypothec are properly registered against such additional mining leases or other Mineral Rights resulting from conversion to the extent permitted by applicable laws; and

- (v) the Owner may sell, transfer or otherwise dispose of all or any portion of its interest in and to the Properties and this Royalty Agreement only in accordance with the provisions of Subsection 4.4 below.
- (l) The Owner covenants and agrees to execute and deliver such documents as may be necessary:
 - (i) to permit the Royalty Holder to record the Royalty against title to the Properties to the extent permitted by applicable laws; and
 - (i) to permit the Royalty Holder to secure the obligations of the Owner described in this Royalty Agreement including, the payment of the Royalty, by registering against the title to the Properties such documents, including, but not limited to, a hypothec, mortgage, charge, pledge, lien or other security interest (including without limitation the Hypothec described in Section 4).
- (m) This Royalty Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, transferees and assigns and the heirs, executors, administrators, personal and legal representatives, successors and assigns of the Royalty Holder.
- (n) The Royalty Holder is entitled to assign its interest in the Royalty in whole or in part, at any time and from time to time, provided, in each case, that it gives five (5) days advance written notice to the Owner. Upon receiving such notice, the Owner agrees to make all future Royalty payments to the appropriate assignee.

- (o) The Owner may not at any time sell, assign, transfer, convey, lease, charge, pledge, hypothecate or otherwise dispose of all or any portion of its interest in and to the Properties and this Royalty Agreement without in each case complying with the following:
- (i) it will be a condition of such sale, assignment, transfer, conveyance, lease, or other disposition that the transferee or other counterparty to such transaction first execute and deliver to the Royalty Holder an instrument in writing pursuant to which such transferee or other counterparty (a) agrees to be bound by the terms of this Royalty Agreement to the same extent as if this Royalty Agreement had been originally executed by the Owner and such transferee or other counterparty and (b) consents and agrees to the continuation or re-registration of any restrictions or Hypothec registered against the Properties pursuant to Section 5; and
 - (ii) it will be a condition of any such charge, pledge or hypothec that the charge, pledgee or holder of hypothec first execute and deliver to the Royalty Holder an instrument in writing pursuant to which such charge, pledgee or holder of hypothec (a) agrees that, in the event that it exercises any of its rights under the charge, pledge or hypothec which allow it to take possession or acquire, or cause the sale or other disposition of the Properties or any part thereof, or which result in the then Owner no longer being the owner of the Properties, such charge, pledgee, holder or any acquirer of the Properties or successor to the Owner as a result of such exercise of rights, will be bound by the terms of this Royalty Agreement and (b) consents and agrees, and will cause any such acquirer of the Properties or successor to the Owner as a result of the exercise of its rights, to consent and agree to the continuation or re-registration of any restrictions or Hypothec registered against the Properties pursuant to Section 5.

The assignment by the Owner of any interest less than its entire interest in this Royalty Agreement and in the Properties will, as between the Owner and the Royalty Holder, proportionally discharge the Owner from any of its obligations hereunder, and upon the sale, assignment, transfer, conveyance, lease, charging, pledging, hypothecation or other disposition by the Owner of its entire interest in this Royalty Agreement and in the Properties (whether to one or more transferees and whether in one or in a number of successive transfers) in compliance with subsection 4.4(o), the Owner will be deemed to

be discharged from all obligations hereunder save and except for the payment of the Royalty or other fulfillment of contractual commitments accrued due prior to the date that the Owner ceases to have any interest in the Properties.

5. Hypothec and Registration

5.1 Within one hundred and twenty (120) days of the signing of the APA, a deed of hypothec (the “**Hypothec**”) will be entered into hypothecating the Properties in favour of the Royalty Holder for a sum of \$●, and in the form attached as Schedule C to this Agreement, which shall provide that, without limitation:

- (a) the Hypothec shall be registrable (to the extent applicable) at the Public Register of Real and Immovable Mining Rights granted under the *Mining Act* (Quebec) kept by the *Ministère de l'Énergie et des Ressources naturelles* (Quebec) (the “**PRRIMR**”) and the Register of Real Rights of State Resource Development, which forms part of the land register (the “**RRRSRD**”) and the Owner shall, at its own cost and expense, open land files at the RRRSRD, to the extent and as required to proceed with the registration at such register; and
- (b) to the extent permitted by applicable laws, the Royalty Holder may register or may cause, at the cost and expense of the Owner, the due registration of, the Royalty, a notice of the Royalty (to the extent permitted by applicable laws) or the Hypothec against the Mineral Rights comprising the Properties, if and as applicable, at the following Quebec public registers: the PRRIMR, the RRRSRD and the Register of Personal and Movable Real Rights (but only insofar as movable properties, if any, are concerned). The Owner will cooperate with such registrations and provide its written consent or signature to any documents or things reasonably necessary to accomplish same, in order to ensure that any successor or assignee or other acquiror of the Properties, or any interest therein, may, after examination of such public registers, be aware of the existence of the Royalty and the Hypothec.

6. Abandonment

6.1 If the Owner wishes to abandon, relinquish, terminate or not renew (the “**Relinquishment Event**”) all or any portion of the Properties (the “**Released Properties**”), then the Owner shall provide the Royalty Holder with a minimum of thirty (30) days prior written notice of such intended Relinquishment Event.

6.2 Upon receipt of the said notice, the Royalty Holder shall have a period of ten (10) days within which to advise the Owner in writing that it desires to acquire the Released Properties for consideration equal to C\$10. If the Royalty Holder shall

forward such written notice to the Owner within the said ten (10) day period, the Owner shall thereafter do all such acts and things or shall cause all such acts and things to be done, at the Owner's own sole cost and expense, to assign or convey, as appropriate, the Released Properties to the Royalty Holder for C\$10 and to have the Released Properties recorded or registered into the name of the Royalty Holder.

- 6.3 If the Royalty Holder does not forward written notice to the Owner within the ten (10) day period, then the Owner shall have the right to complete the Relinquishment Event with respect to the applicable Released Properties.
- 6.4 If a Relinquishment Event is completed and thereafter, the Owner, its successors and/or assigns, or any of their associated or affiliated corporations, partnerships or business entities of whatsoever nature or kind, their successors and permitted assigns, subsequently reacquire a direct or indirect beneficial interest in the Released Properties at any time, then such Released Properties will once again be subject to the obligation to pay the Royalty with respect thereto.

7. Confidentiality

- 7.1 Each Party shall maintain as confidential and shall not disclose, and shall cause its affiliates, employees, officers, directors, attorneys, agents and representatives (collectively with the Party, a "**Receiving Party**") to maintain as confidential and not to disclose any information (whether written, oral or in electronic format) received or reviewed by a Receiving Party from any other Party, its affiliates, employees, officers, directors, advisors, attorneys, agents or representatives (a "**Disclosing Party**") as a result of or in connection with this Royalty Agreement ("**Confidential Information**"), except in the following circumstances:
- (a) a Receiving Party may disclose Confidential Information to its professional advisors, including its auditors, legal counsel, lenders, brokers, underwriters and investment bankers, and other prospective acquisition or financing parties, provided each Person to whom the Confidential Information is disclosed agrees to be bound by these terms of confidentiality and may only use such information for the limited purpose for which it was disclosed;
- (b) subject to Section 7.3, a Receiving Party may disclose Confidential Information where that disclosure is necessary to comply with any applicable law (including without limitation corporate and securities laws) provided that the proposed disclosure is limited to factual matters and that the Receiving Party

- will have availed itself of the full benefits of applicable law or contractual rights as to disclosure on a confidential basis to which it may be entitled, including redacting all proprietary, structural or other confidential information of any Party before making that disclosure and only following the prior review of the Disclosing Party;
- (c) a Receiving Party may disclose Confidential Information as permitted under the terms of any investor rights agreement between the Royalty Holder and its affiliates, on the one hand, and the Owner, on the other hand;
 - (d) a Receiving Party may disclose Confidential Information where that information is already public knowledge other than by a breach of the confidentiality terms of this Royalty Agreement or is known by the Receiving Party before the entry into of this Royalty Agreement or obtained independently of this Royalty Agreement and the source of that information is not known to the Receiving Party, after reasonable enquiry, to be bound by a confidentiality agreement or otherwise prohibited from transmitting the Confidential Information by a contractual, legal or fiduciary obligation;
 - (e) for the purposes of the preparation and conduct of any arbitration commenced under Section 4.4 (g) or any court proceeding;
 - (f) with the approval of the Disclosing Party; or
 - (g) a Party may disclose Confidential Information to those of its and its affiliates' directors, officers, employees, attorneys and agents who need to have knowledge of the Confidential Information.
- 7.2 Each Party shall ensure that its and its affiliates' employees, directors, officers, attorneys and agents and those persons listed in Sections 7.1(i) and (vi), where applicable, are made aware of this Section 7 and comply with this Section 7. Each Party will be liable to the other Party for any improper use or disclosure of those terms or information by those persons.
- 7.3 No public statement or press release concerning this Royalty Agreement or the transactions contemplated by this Royalty Agreement shall be made by any Party unless the Party making the disclosure consults with the other Party before making the statement or press release, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for the statement or press release that is satisfactory to the Parties, subject in all cases to applicable law. For greater certainty, this Section 7.3 does not operate to prohibit any Party from issuing a public statement or press release where it is required by applicable law in circumstances where prior consultation with the other Party is not practicable.

8. General

8.1 The Owner does hereby agree to defend, indemnify, reimburse and hold harmless the Royalty Holder, its officers, directors, employees, agents, affiliates and its successors and assigns (collectively, the “**Indemnified Parties**”), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Indemnified Parties or which any of them may sustain, pay or incur that result from or relate to operations conducted on or in respect of the Properties, that result from or relate to the mining, handling, transportation, smelting or refining of the Products or the handling or transportation of the Products. The indemnity provided in this section 6.1 is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against an Indemnified Party its capacity as or related to the Royalty Holder as a holder of the Royalty and will not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against an Indemnified Party in any other capacity (including, without limitation, at all times when the Royalty Holder is Wallbridge Mining Company Limited (or an Affiliate thereof), in connection with any claims, demands, liabilities, actions and proceedings (i) for which the Owner is otherwise not responsible nor liable, pursuant to the terms of the APA, and (ii) which were brought as a result of the fault, the negligence, the acts or omissions of the Royalty Holder , an affiliate thereof or those for whom they are responsible at law, and in such circumstances this indemnity will not be available). For greater certainty, at all times when the Royalty Holder is Wallbridge Mining Company Limited (or an affiliate thereof), no Indemnified Party shall be entitled to set off any amounts payable to the Royalty Holder or Indemnified Party under this Royalty Agreement against any amounts payable by the Royalty Holder (or Indemnified Party) under the APA, and under no circumstances will the indemnity provided in this section 8.1 operate to derogate from, limit, narrow or render inoperative, the indemnity obligations and liabilities (or any portion thereof) of the Royalty Holder (or Indemnified Party) under the APA.

8.2 If the Royalty Holder is required to file technical reports or other technical or scientific documentation or information, including information regarding estimates of mineral resources or mineral reserves, with securities or other regulatory authorities in connection with its ownership of the Royalty, the Owner shall permit representatives of the Royalty Holder reasonable access to technical or scientific data and records of the Owner relating to the Properties as may reasonably be required so as to prepare, compile or verify the required technical

information. Such access to such technical data and related records will be provided by the Owner as an accommodation without any representation and warranty by the Owner whatsoever as to its accuracy or completeness. Other than providing such access, the Owner shall not have any involvement in or responsibility for the Royalty Holder's preparation or filing of any such technical reports or other technical or scientific documentation or information or any liability with respect thereto, which shall be the sole responsibility of the Royalty Holder.

- 8.3 Each of the Parties agrees that it will execute all instruments and documents and do all such further acts and things within its power as may be necessary to effectuate the documents and transactions contemplated herein and to carry out and implement the provisions and intent of this Royalty Agreement to the fullest extent possible.
- 8.4 This Royalty Agreement is not intended to, and will not be deemed to, create any partnership relation between the Parties including, without limitation, a joint venture, mining partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and neither of the Parties will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of the other Party. Nothing contained herein will be deemed to constitute a Party the partner, agent, joint venturer or legal representative of another Party, nor shall anything in this Royalty Agreement be construed to create, expressly or by implication, a fiduciary relationship between the Parties.
- 8.5 This Royalty Agreement constitutes the entire agreement between the Parties relating to the Royalty, and there are no verbal statements, representations, warranties, undertakings or agreements between the Parties relating to the Royalty except those that are herein contained.
- 8.6 No waiver of any provision of this Royalty Agreement shall be binding on a Party unless consented to in writing by such Party. No failure or delay to exercise, or other relaxation or indulgence granted in relation to, any power, right or remedy under this Royalty Agreement shall operate as a waiver of it or impair or prejudice it nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy. This Royalty Agreement may not be amended, in whole or in part, without the prior written consent of both Parties.

- 8.7 The schedules attached to and incorporated in this Royalty Agreement by reference are deemed to be an integral part hereof.
- 8.8 All dollar amounts in this Royalty Agreement are expressed in Canadian dollars.
- 8.9 Time shall be of the essence of this Royalty Agreement.
- 8.10 Each notice, demand or other communication required or permitted to be given under this Royalty Agreement shall be in writing and shall be delivered by mail (by first class postage prepaid), or sent by electronic mail, or some other similar form of telecommunication addressed as follows:

If to the Owner:

Archer Exploration Corp.
Suite 700, 1090 West Georgia Street
Vancouver, BC
V6E 3V7

Attention: Michael Konnert, Director
Email: [Redacted - Personal Information]

If to the Holder:

Wallbridge Mining Company Limited
129 Fielding Road
Lively, Ontario
P3Y 1L7

Attention: Marz Kord, President and Chief Executive Officer
Email: [Redacted - Personal Information]

The date of receipt of such notice, demand or other communication shall be five (5) business days after being deposited in the post if delivered by mail and, if given by electronic mail or some other form of electronic communication, shall be deemed to have been given and received on the next business day following the day on which it was sent, unless it can be shown that such notice was not actually received by the addressee.

- 8.11 If any provision of this Royalty Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions hereof shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the Royalty Holder. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Royalty Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.
- 8.12 This Royalty Agreement may be executed in any number of counterparts. An executed counterpart may be delivered by electronic communication or facsimile transmission with the same force and effect as if it were a manually executed and delivered counterpart. In such event, the sending party shall also forthwith deliver to the other party a manually executed counterpart of this Royalty Agreement.

[Signature page follows]

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

ARCHER EXPLORATION CORP.

By: _____
Name:
Title:

**WALLBRIDGE MINING COMPANY
LIMITED**

By: _____
Name:
Title:

SCHEDULE A
PROPERTIES

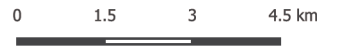
[Attached]

NTS 32102 CDC	2399761	Jeremie	Active	Feb. 14, 2014	Feb. 13, 2025	Dec. 15, 2024	0	4	55.26	No	\$	-	\$ 1,800.00	\$ 68.75	Wallbridge	No	No	Yes	Période de validité suspendue du 9 avril 2020 au 9 avril 2021, Déc. minis. 2020-04-09, (32-22283)
NTS 32102 CDC	2399766	Jeremie	Active	Feb. 14, 2014	Feb. 13, 2025	Dec. 15, 2024	0	4	55.25	No	\$	747.64	\$ 1,800.00	\$ 68.75	Wallbridge	No	No	Yes	Période de validité suspendue du 9 avril 2020 au 9 avril 2021, Déc. minis. 2020-04-09, (32-22283)
NTS 32102 CDC	2399771	Jeremie	Active	Feb. 14, 2014	Feb. 13, 2025	Dec. 15, 2024	0	4	55.25	No	\$	-	\$ 1,800.00	\$ 68.75	Wallbridge	No	No	Yes	Période de validité suspendue du 9 avril 2020 au 9 avril 2021, Déc. minis. 2020-04-09, (32-22283)
NTS 32102 CDC	2399788	Jeremie	Active	Feb. 14, 2014	Feb. 13, 2025	Dec. 15, 2024	0	4	55.23	No	\$	1,316.02	\$ 1,800.00	\$ 68.75	Wallbridge	No	No	Yes	Période de validité suspendue du 9 avril 2020 au 9 avril 2021, Déc. minis. 2020-04-09, (32-22283)



Claims / Grasset Ultramafic Complex Map

Scale 1:100000



Universal Transverse Mercator Projection
NAD83(CSRs) / UTM zone 17N

Created: 2022-06-14

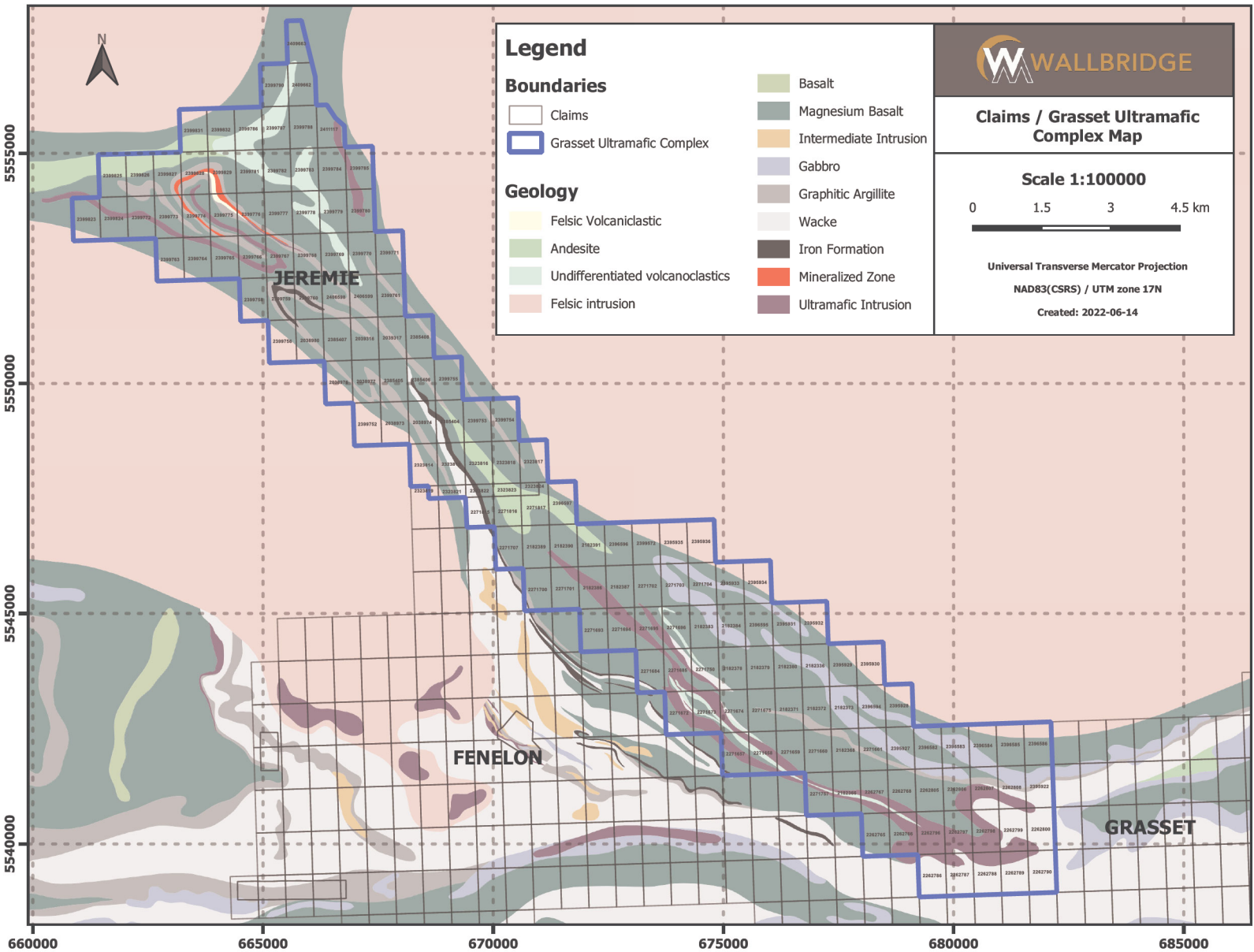
Legend

Boundaries

- Claims
- Grasset Ultramafic Complex

Geology

- Felsic Volcaniclastic
- Andesite
- Undifferentiated volcanoclastics
- Felsic intrusion
- Basalt
- Magnesium Basalt
- Intermediate Intrusion
- Gabbro
- Graphitic Argillite
- Wacke
- Iron Formation
- Mineralized Zone
- Ultramafic Intrusion



SCHEDULE B

ENCUMBERED PROPERTIES

[Redacted - Prejudicial Information]

SCHEDULE C
FORM OF HYPOTHEC

[Attached]

DEED OF HYPOTHEC

ON THIS ● (●th) day of ●, Two Thousand and Twenty-Two (2022),

BEFORE Mtre. ●, Notary, practicing in the City and District of Montréal, Province of Québec,

APPEARED: **WALLBRIDGE MINING COMPANY LIMITED** (NEQ#: 1172006968), a legal person duly incorporated under the *Business Corporations Act* (Ontario) (RSO 1990, c. B.16), having its head office at 129 Fielding Road, Lively (Ontario) P3Y 1L7, herein acting and represented by ●, its representative, duly authorized for the purposes hereof, as said representative hereby declares.

(hereinafter called the "**Creditor**");

Notice of Address to be registered immediately at the Land Register for the Registration Division of ●.

AND: **ARCHER EXPLORATION CORP.**, a legal person duly incorporated under the *Business Corporations Act* (British Columbia), having its head office at Suite 700, 1090 West Georgia Street, Vancouver, British Columbia, V6E 3V7, herein acting and represented by ●, its representative, duly authorized for the purposes hereof in virtue of a resolution of the Board of Directors adopted on ● the (●) day of ●, Two Thousand and Twenty-Two (2022), a copy of which remains hereto annexed after having been acknowledged as true and signed for identification by the said representative in the presence of the undersigned Notary.

(hereinafter called the "**Grantor**");

WHICH PARTIES HAVE AGREED IN THE PRESENCE OF THE UNDERSIGNED NOTARY AS FOLLOWS:

ARTICLE 1

INTERPRETATION

Section 1.1 Definitions

As used herein, the following terms have the following meanings unless there is something in the subject matter or context inconsistent therewith:

"**Acquiror**" has the meaning set out in Section 2.4.2 hereof.

"**Acquiror Covenants**" has the meaning set out in Section 2.4.2 hereof.

"**Affiliate**" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, where "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise and, for the purposes hereof, Affiliates of a Person that is a partnership shall include the partners of such partnership.

"**Charged Property**" means the mining claims and other rights and properties referred to in the First Schedule hereof, together with any present or future mining claims, mining leases, or other mining rights resulting from renewal, extension, modification, substitution, amalgamation,

succession, conversion, demise to lease, renaming or variation of any of those mining claims or any additional mining rights deriving from those mining rights (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain). As used in this Deed of Hypothec, the term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"**Creditor**" means WALLBRIDGE MINING COMPANY LIMITED.

"**Deed of Hypothec**" means this deed and all amendments, replacements, restatements, supplements and substitutions thereto.

"**Event of Default**" shall have the meaning ascribed there to in Section 3.1.

"**Governmental Authority**" means any government, parliament, legislature, regulatory authority, agency, department, commission, board, instrumentality or rule-making entity of any government, parliament or legislature, or any court, tribunal, arbitration board or arbitrator or (without limitation to the foregoing) other law, regulation or rule making entity having or purporting to have jurisdiction in the relevant circumstances, or any Person acting or purporting to act under the authority of any of the foregoing (including, without limitation, any arbitrator).

"**Grantor**" means ARCHER EXPLORATION CORP.

"**Hypothec**" has the meaning set out in Section 2.1 hereof and all amendments, replacements, restatements, supplements and substitutions thereto, including, without limitation, any hypothecs granted from time to time by the Grantor (or its successors and assigns) and/or by the Owner (as defined in the Royalty Agreement) in favour of the Creditor.

"**Liens**" means mortgages, pledges, liens, hypothecs, charges, security agreements or other encumbrances or other arrangements that in substance secure payment or performance of an obligation, statutory and other non-consensual liens or encumbrances and includes the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement.

"**Obligations**" means, collectively, the obligations of the Grantor described in the Royalty Agreement, including without limitation (a) the obligation to pay the Royalty when due, and (b) the compliance with the Acquiror's Covenants.

"**Permitted Encumbrances**" has the meaning given in Section 2.3 hereof.

"**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or Governmental Authority.

"**Royalty**" has the meaning ascribed thereto in the Royalty Agreement.

"**Royalty Agreement**" means the Royalty Agreement entered into as of the ● (●) day of ●, Two Thousand and Twenty-Two (2022), between the Grantor, as Owner (payor), and the Creditor, as Royalty Holder, in relation to all base and precious metals and minerals/mineral substances of whatsoever nature or kind that are derived, extracted, produced or poured by or on behalf of the Grantor or its Affiliates or by any subsequent transferee of the Grantor, from the Charged Property, including Products obtained from the reprocessing of tailings, mine wastes and residues, providing for, *inter alia*, a net smelter royalty equal to: i) 2.0% of the NSR (as such term is defined therein), with respect to the Charged Property other than the Encumbered Properties; and ii) 2.0% less the amount of the Existing Royalty on the Encumbered Properties, as the same may be further amended, replaced, supplemented or otherwise modified from time to time.

Section 1.2 Indivisible Whole

The Grantor and the Creditor hereby expressly acknowledge and agree that this Deed of Hypothec is a contract that must be considered as an indivisible whole (within the meaning of such terms as used in Article 1438 of the *Civil Code of Québec*).

Section 1.3 Interpretation and Headings

The Grantor acknowledges that this Deed of Hypothec is the result of negotiations between the parties and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation or negotiation. The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to the whole of this Deed of Hypothec including, without limitation, these additional provisions, and not to any particular Section or other portion thereof or hereof and extend to and include any and every document supplemental or ancillary hereto or in implementation hereof. Words in the singular include the plural and vice versa. Words importing gender shall include all genders where the context so requires. The headings have been inserted for convenience of reference only and shall not affect the construction or interpretation of this Deed of Hypothec. Any reference to "including" shall mean "including without limitation" whether or not expressly provided.

Except as otherwise expressly so provided in Section 1.1 hereof and subject to any different interpretation required by the context, capitalized terms and expressions used in this Deed of Hypothec have the respective meanings given in the Royalty Agreement and this Deed of Hypothec shall be construed in accordance with the rules of interpretation set out in the Royalty Agreement. The provisions of this Deed of Hypothec will not be construed as a variation to the terms of the Royalty Agreement and vice versa, these agreements constituting the entire agreement of the Creditor and of the Grantor concerning this subject matter.

Section 1.4 Currency

Unless otherwise specified in this Deed of Hypothec, all dollar references in this Deed of Hypothec are expressed in Canadian dollars.

ARTICLE 2 CHARGE

Section 2.1 Hypothec

To secure the payment and performance of the Obligations, the Grantor hereby hypothecates the Charged Property in favour of the Creditor for the sum of ● DOLLARS (\$●) (the "**Hypothec**").

Section 2.2 Continuing Security

The Hypothec created herein is continuing security and will subsist notwithstanding any fluctuation or payment or performance of the Obligations. The Grantor shall be deemed to obligate itself again, as provided in Article 2797 of the *Civil Code of Québec*, with respect to any future obligation hereby secured.

Section 2.3 Rank

The Hypothec created under this Deed of Hypothec will be [●-ranking], subject to: i) any security affecting the mining claims described in the First Schedule and granted and/or registered (or not) against such mining claims at the time of execution of the Royalty Agreement; and ii) any Existing Royalties encumbering/granted against the Encumbered Properties (collectively, the "**Permitted Encumbrances**").

Section 2.4 Obligations

2.4.1 Payment of the Royalty

The Grantor shall pay the Royalty to the Creditor pursuant to the terms and conditions of the Royalty Agreement.

2.4.2 Acquiror's Covenants

The Grantor shall not at any time sell, assign, transfer, convey, lease, charge, pledge, hypothecate or otherwise dispose of all or any portion of its interest in and to the Charged Property and the Royalty Agreement without in each case complying with the following (collectively, the "**Acquiror's Covenants**"):

- (a) it will be a condition of such sale, assignment, transfer, conveyance, lease, or other disposition that the transferee or other counterparty to such transaction (each, an “**Acquiror**”) first execute and deliver to the Royalty Holder an instrument in writing pursuant to which such Acquiror (a) irrevocably agrees in writing to be bound by the terms of the Royalty Agreement and this Deed of Hypothec, to the same extent as if the Royalty Agreement and the Deed of Hypothec had been originally executed by the Grantor and such Acquiror and (b) consents and agrees to the continuation or re-registration of any restrictions or this Hypothec/Deed of Hypothec against the Charged Property; and
- (b) it will be a condition of any such charge, pledge or hypothec that the charge, pledgee or holder of hypothec first execute and deliver to the Creditor an instrument in writing pursuant to which such charge, pledgee or holder of hypothec (a) agrees that, in the event that it exercises any of its rights under the charge, pledge or hypothec which allow it to take possession or acquire, or cause the sale or other disposition of the Charged Property or any part thereof, or which result in the then Grantor no longer being the owner of the Charged Property, such charge, pledgee, holder or any Acquiror of the Charged Property or successor to the Grantor as a result of such exercise of rights, will be bound by the terms of the Royalty Agreement and this Deed of Hypothec and (b) consents and agrees, and will cause any such Acquiror of the Charged Property or successor to the Grantor as a result of the exercise of its rights, to consent and agree to the continuation or re-registration of any restrictions or this Hypothec/Deed of Hypothec against the Charged Property.

Notwithstanding any provision in this Deed or in the Royalty Agreement, including the provisions of Section 4.4 (o) of the Royalty Agreement, the Grantor shall remain liable for all covenants, agreements and obligations contained in this Deed of Hypothec and in the Royalty Agreement, despite any transfer, sale, lease or assignment of any interest in the Charged Property by the Grantor (or an Affiliate of the Grantor), until such time as such transferee, purchaser, lessee or assignee assumes such covenants, agreements and obligations in writing. This Hypothec will remain in place notwithstanding the acquisition of the Charged Property by the transferee or other counterparty and the entering into of the Acquiror’s Covenants.

ARTICLE 3 RIGHTS AND REMEDIES OF THE CREDITOR IN CASE OF DEFAULT

Section 3.1 Events of Default

The occurrence of any one or more of the following events or circumstances shall constitute an event of default hereunder (an “**Event of Default**”):

- (a) The Grantor fails to perform any covenant or obligation under the Royalty Agreement or this Deed of Hypothec, when due, including the performance of any of the Obligations and the payment of the Royalty;
- (b) Any Lien, other than Permitted Encumbrances, is created or registered against the Charged Property;
- (c) A judgment, a seizure, a prior notice of the exercise of a hypothecary right, a legal hypothec or a suit are registered on the Charged Property or if the latter is subject to a prior claim, a taking of possession by a creditor, a sequestrator or any party performing similar functions; and
- (d) The Grantor is insolvent, goes bankrupt, files a proposal or intends to do so or if a judgment is rendered ordering his bankruptcy or his liquidation.

Section 3.2 Creditor’s Rights

Upon the occurrence of an Event of Default that is continuing, the Creditor may, subject to the terms of Section 2.3 hereof, exercise all of its rights and recourses against the Grantor to which it may be entitled in case of default under law or hereunder and including, without limitation, the hypothecary rights and recourses provided in the *Civil Code of Québec*.

Section 3.3 Exercise of Recourses

In case of an Event of Default that is continuing, whichever hypothecary rights the Creditor may decide to exercise or whichever other rights or recourses the Creditor may wish to exercise, subject to the terms of Section 2.3 hereof, either pursuant to the law of any other jurisdiction or in equity, the following provisions shall apply:

- (a) In order to protect or to realize the value of the Charged Property, the Creditor may, at its entire discretion, at the Grantor's expense:
 - (i) pursue the transformation of the Charged Property or proceed with any operations to which such property are submitted by the Grantor in the ordinary course of its business and acquire property for such purposes;
 - (ii) alienate or dispose of any part of the Charged Property which may be obsolete, may perish or is likely to depreciate rapidly;
 - (iii) use for its benefit all information obtained while exercising its rights;
 - (iv) perform any of the Grantor's obligations in relation to the Charged Property (without any obligation to do so);
 - (v) exercise any right attached to the Charged Property;
 - (vi) for the exercise of any of its rights, use the premises in which a Grantor's property is located or the equipment, machinery, process, information, records, computer programs and intellectual property of the Grantor; and
 - (vii) borrow monies or lend monies and, in such cases, the monies borrowed or lent by the Creditor shall bear interest at the rate then obtained by the Creditor in the case of monies borrowed or determined reasonably by the Creditor in the case of monies lent by it; these monies shall be reimbursed by the Grantor on demand and, until they have been repaid in full, such monies and interest thereon shall be secured by the Hypothec created herein and be paid in priority of any other sums secured hereby; and
 - (viii) ensure the maintenance or repair, restore or renovate, begin or terminate any construction work related to the Charged Property, the whole at the Grantor's costs;
- (b) The Creditor shall exercise its rights in good faith, in order that, following the exercise thereof, the Obligations be reduced, in a reasonable manner, taking into account all circumstances;
- (c) The Creditor may, directly or indirectly, purchase or otherwise acquire the Charged Property;
- (d) The Creditor, when exercising its rights, may waive any right of a Grantor, with or without consideration therefore;
- (e) The Creditor shall not be bound to make an inventory, to take out insurance or to grant any other security;
- (f) The Creditor shall not be bound to continue to carry on a Grantor's enterprise or to make the Charged Property productive, or to maintain such property in operating condition;
- (g) The Grantor shall, upon request of the Creditor, move the Charged Property and render it available to the Creditor unto premises designated by the Creditor and which, in its opinion, shall be more suitable in the circumstances;
- (h) If the Grantor exercises its right to remedy to the Event of Default mentioned in the prior notice of default, the Grantor shall, as required by law, pay all fees and expenses incurred by the Creditor by reason of the default; these fees shall include without limitation the administrative fees of the Creditor, the legal fees of its legal advisers and fees paid to experts;
- (i) If the Creditor elects to exercise its hypothecary right of taking in payment the Charged Property and the Grantor requires instead that the Creditor sells itself or under judicial authority the Charged Property on which such right is exercised, such Grantor hereby acknowledges that the Creditor shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allotted for surrender, the Creditor (i) has been granted a security which it considers satisfactory, guaranteeing that said Charged Property will be sold at a

sufficiently high price to enable its claim to be paid in full; (ii) has been reimbursed for all costs and expenses incurred, including all fees of consultants and legal counsel, and (iii) has been advanced the necessary sums for the sale of said Charged Property; such Grantor further acknowledges that the Creditor shall have the right to choose the type of sale it may carry out;

- (j) A Grantor will be deemed to have surrendered the Charged Property which is in the possession of the Creditor, or of a third party on its behalf, if the Creditor has not, within the delays determined by law or by a tribunal to surrender, received written notice from the Grantor to the effect that it intends to contest the exercise of the hypothecary recourse set forth in the prior notice;
- (k) Where the Creditor sells the Charged Property itself, it shall not be required to obtain any prior assessment by a third party; and
- (l) The Creditor may elect to sell the Charged Property with legal warranty given by the Grantor or with complete or partial exclusion of such warranty; the sale may also be made cash or with a term or under such conditions determined by the Creditor; upon failure of payment of the purchase price, the Creditor may resiliate or resolve such sale and the Charged Property may then be resold.

**ARTICLE 4
MISCELLANEOUS**

Section 4.1 Governing Law

This Deed of Hypothec shall be governed by and construed in accordance with the laws of the Province of Québec and the applicable laws of Canada. The Grantor irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Québec with respect to all matters relating to the interpretation of, or enforcement of rights under, this Deed of Hypothec.

Section 4.2 Language

The parties hereto confirm that they have requested that this Deed of Hypothec and all related documents be drafted in English. *Les parties aux présentes ont exigé que le présent acte et tous les documents connexes soient rédigés en anglais.*

**ARTICLE 5
SCHEDULES**

Section 5.1 First Schedule

The following is the First Schedule referred to in this Deed of Hypothec:

DESCRIPTION OF THE MINING CLAIMS

OPTION 1: IF LAND FILES HAVE ALREADY BEEN OPENED FOR THE MINING CLAIMS:

[Description of the mining claims concerned and composing the “Grasset Property”

The mining claims listed below are all located in the administrative region of ●, in the Regional County Municipality of ●, and in the municipality of ●, Registration Division of ●, and are real rights of State resource development for which the following land files under a serial number have been opened.

Title	Number	Land Files
CDC	●	●-A-●
CDC	●	●-A-●

Each immovable described hereinabove corresponds wholly to the immovable for which each of such land file above described was opened (Article 3034 of the Civil Code of Québec).

With all real immovable rights of State Resource development and other rights attached thereto, including, without limitation, any buildings, constructions, structures, immovable improvements, restorations, additions and immovable appurtenances and works, tailings yards/impoundments, workshops, plants and other facilities required for mining activities, erected thereon or thereunder, as well as all property permanently physically attached or joined to such immovable property so as to ensure the utility thereof and all other property related to such immovable property which becomes immovable by the effect of Law including by way of accession to such immovable property, and together with and subject to all servitudes, rights-of-way, benefits, privileges and other rights accessory and/or appurtenant or belonging thereto, including without limitation, rights of whatever nature and kind such as access rights, surface/subsurface rights, water rights, rights to own, occupy or use plant sites, tailings disposal, waste dumps, ore dumps, abandoned heaps or ancillary facilities, registered or not registered, wherever located, exercised and/or situated, even outside of the limits of any of the immovable properties and lands on or under which the mining claims described above are located, exercised and/or situated, in connection with, servicing or relating directly or indirectly with the mining claims described above, any immovable properties on or under which the mining claims are exercised, and any land leased or occupied by the Grantor pursuant to any leases and/or right(s) to occupy premises including any right of emphyteusis, superficies, use or occupancy granted in favour of the Grantor, as the case may be (collectively called the “Mining Claims”).]

OPTION 2: IF NO LAND FILE WAS OPENED FOR THE MINING CLAIMS:

[Description of the mining claims concerned and composing the “Grasset Property”

“Légende:

SNRC	Système national de référence cartographique	S.O.	Sans objet
Sup. (ha)	Superficie en hectare	TNC	Territoire non cadastré
(a.p.)	Arpentage primitif	TND	Territoire non divisé à l’arpentage primitif
Rég. adm.	Région administrative	CDC	Claim désigné sur carte (après le 22 novembre 2000)
MRC	Municipalité régionale de Comté	BAGQ	Bureau de l’arpenteur général du Québec
Circ	Circonscription foncière	MERN	Ministère de l’énergie et des ressources naturelles du Québec
Longitude	Longitude géographique	Adm. rég. Kativik*	Territoire équivalent à une MRC (soit géographique uniquement)
Latitude	Latitude géographique		

Notes:

Il est à remarquer que la longitude et latitude du point central des claims a été mentionnées en l’absence de lot rénové (TNC) et de lot à l’arpentage primitif (TND) pour ce secteur. »

The whole as described in a certificate of concordance prepared by ●, Quebec Land Surveyor, on ●, 2022, under his minute number ● (file: ●).

Titre	No Claim	SNRC	Sup. (ha)	Can ton (a.p.)	Lot (a.p.)	Lot rénové	Rég. adm.	MRC	Municipalité	Circ.	Longitude	Latitude
CDC	●	●	●	●	●	●	●	●*	●	●	●	●
CDC	●	●	●	●	●	●	●	●*	●	●	●	●

Each mining claim described above: i) is located/exercised in the administrative region of ●, in the Regional County Municipality ●, and in the municipality of ●; ii) is located/exercised in a territory

without a cadastral survey (and not surveyed either in the “arpentage primitif”), located in the ●, owned by [●] or [the Crown (Government of Québec)], and for which, at the present date, no land file under a serial number was ever opened in the Register of Public Service Networks and Immovables Situated in Territory Without a Cadastral Survey, Registration Division ●; iii) is a real right of State resource development for which no land file under a serial number was ever opened in the Register of Real Rights of State Resource Development of the Registration Division of ●; iv) is registered in the Public Register of Real and Immovable Mining Rights (the “**PRRIMR**”) in Québec in the name of the Grantor, **ARCHER EXPLORATION CORP.** for an undivided interest of one hundred percent (100%) in and to the mining claims described above under the numbers above mentioned.

With all real immovable rights of State Resource development and other rights attached thereto, including, without limitation, any buildings, constructions, structures, immovable improvements, restorations, additions and immovable appurtenances and works, tailings yards/impoundments, workshops, plants and other facilities required for mining activities, erected thereon or thereunder, as well as all property permanently physically attached or joined to such immovable property so as to ensure the utility thereof and all other property related to such immovable property which becomes immovable by the effect of Law including by way of accession to such immovable property, and together with and subject to all servitudes, rights-of-way, benefits, privileges and other rights accessory and/or appurtenant or belonging thereto, including without limitation, rights of whatever nature and kind such as access rights, surface/subsurface rights, water rights, rights to own, occupy or use plant sites, tailings disposal, waste dumps, ore dumps, abandoned heaps or ancillary facilities, registered or not registered, wherever located, exercised and/or situated, even outside of the limits of any of the immovable properties and lands on or under which the mining claims described above are located, exercised and/or situated, in connection with, servicing or relating directly or indirectly with the mining claims described above, any immovable properties on or under which the mining claims are exercised, and any land leased or occupied by the Grantor pursuant to any leases and/or right(s) to occupy premises including any right of emphyteusis, superficies, use or occupancy granted in favour of the Grantor, as the case may be (collectively called the “**Mining Claims**”).

In accordance with the provisions of Article 3035 of the *Civil code of Québec*, the parties to this Deed of Hypothec, and more particularly **ARCHER EXPLORATION CORP.**, in its quality of the sole registered owner/holder of an undivided one hundred percent (100%) interest in and to the Mining Claims described above at the PRRIMR, hereby requires the Registrar of the Land Register of Québec for the Registration Division of [●] to: (i) open one (1) land file under a serial number in the Register of Real Rights of State Resource Development, Registration Division of ●, with respect to and for each of the above described Mining Claims in the name of the Grantor, **ARCHER EXPLORATION CORP.**, for an undivided one hundred percent (100%) interest in and to the Mining Claims described above; and the Grantor hereby confirms that no such land file has yet been opened under a serial number for any of said Mining Claims; and (ii) register this Deed of Hypothec against each of said land file(s).]

WHEREOF ACTE:

THUS DONE AND PASSED, at the City of ●, Province of ●, on the date hereinabove first mentioned and of record in the office of the undersigned Notary under minute number ● (●).

[**AND AFTER** the Parties, represented by their respective duly authorized representative(s), declared to the undersigned Notary that they have read and taken cognizance of this Deed of Hypothec and have exempted the said Notary from reading it or causing same to be read, the Parties, represented by their respective duly authorized representative(s,) sign this Deed of Hypothec, all in the presence of the undersigned Notary who also signs.]

OR

[**AND AFTER** the Parties, represented by their respective duly authorized representative(s), declared to the undersigned Notary that they have read and taken cognizance of this Deed of Hypothec and have exempted the said Notary from reading it or causing same to be read and that they accept the use of technologies to execute these presents as authorized by Order 2021-4556 of the Minister of Justice, dated the twentieth (20th) day of August, Two Thousand Twenty-One (2021), they identified and acknowledged as true all the annexes thereof and signed remotely in the presence of the undersigned Notary.]

WALLBRIDGE MINING COMPANY LIMITED

Per: _____
Authorized Representative

ARCHER EXPLORATION CORP.

Per: _____
Authorized Representative

Per: _____
Mtre. , Notary

TRUE COPY of the original remaining in my office

**Schedule I
Other Disclosure**

[Redacted – Prejudicial Information]

Schedule J
Purchase Price Allocation

[Redacted – Prejudicial Information]

Schedule K
Commitments to Issue Purchaser Shares

[Redacted – Prejudicial Information]