This is the 4th affidavit of
Doris Bodie in this case and was
made on April 16, 2014

No. S113459
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

- AND -

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57
and THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9

- AND -

IN THE MATTER OF
BUL RIVER MINERAL CORPORATION, BIG BEAR METAL MINING CORPORATION, EARTH'S VITAL EXTRACTORS LIMITED, FORT STEELE MINERAL CORPORATION, FORT STEELE METALS CORPORATION, FUSED HEAT LTD., GALLOWAI METAL MINING CORPORATION, GIANT STEEPLES MINERAL CORPORATION, GRAND MINERAL CORPORATION, INTERNATIONAL FELDSPAR LTD., JAO MINE DEVELOPERS LTD., KUTTENI DIAMONDS LTD., STANFIELD MINING GROUP OF CANADA LTD., SULLIBIN MINERAL CORPORATION, SULLIBIN MULTI METAL CORPORATION, SUPER FELDSPARS CORPORATION, WHITE CAT METAL MINING CORPORATION, ZEUS METAL MINING CORPORATION, ZEUS METALS CORPORATION and ZEUS MINERAL CORPORATION

PETITIONERS

AFFIDAVIT

I, Doris Bodie, Legal Administrative Assistant, of Suite 2300 – 550 Burrard Street, in the City of Vancouver in the Province of British Columbia, SWEAR AS FOLLOWS THAT:

1. I am employed with the firm of Gowling Lafleur Henderson LLP, counsel for the Petitioners in the above noted action, and as such have personal knowledge of the facts and

matters hereinafter deposed to, save and except where the same are stated to be based on information and belief, and where so stated I verily believe them to be true.

2. Now shown to me and attached hereto as **Exhibit "A"** is a copy of a Restructuring Support Agreement dated April 15, 2014 executed by the Petitioners.

3. Now shown to me and attached hereto as **Exhibit "B"** is a copy of cash flow statement for the period April 5, 2014 to May 24, 2014.

SWORN BEFORE ME at Vancouver,
British Columbia, on April 16, 2014.

A Commissioner for taking affidavits for
British Columbia

DORIS BODIE

JONATHAN B. ROSS
BARRISTER & SOLICITOR
GOWLING LAFLEUR HENDERSON LLP
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
(604) 891-2778

The attached is **Exhibit "A"**

referred to in the affidavit

of Doris Bodie #4 sworn before

me at Vancouver, B.C.,

this 16th day of April, 2014

A Commissioner for taking Affidavits
within British Columbia

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RESTRUCTURING SUPPORT AGREEMENT

THIS AGREEMENT dated April 15th, 2014 is among:

ASIA COPPER INVESTMENT CO. LTD.

("ACI")

AND

BUL RIVER MINERAL CORPORATION
BIG BEAR METAL MINING CORPORATION
EARTH'S VITAL EXTRACTORS LIMITED
FORT STEELE METALS CORPORATION
FORT STEELE MINERAL CORPORATION
FUSED HEAT LTD.
GALLOWAI METAL MINING CORPORATION
GIANT STEEPLES MINERAL CORPORATION
GRAND MINERAL CORPORATION
INTERNATIONAL FELDSPAR LTD.
JAO MINE DEVELOPERS LTD.
KUTTENI DIAMONDS LTD.
STANFIELD MINING GROUP OF CANADA LTD.
SULLIBIN MINERAL CORPORATION
SULLIBIN MULTI METAL CORPORATION
SUPER FELDSPARS CORPORATION
WHITE CAT METAL MINING CORPORATION
ZEUS METAL MINING CORPORATION
ZEUS MINERAL CORPORATION
ZEUS METALS CORPORATION

(collectively the "**Borrowers**")

AND

GEORGE TIMOTHY HEWISON IN HIS CAPACITY AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ROSS HALE STANFIELD

(the "**Trustee**")

BACKGROUND

A. The Borrowers are subject to proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**").

B. The Borrowers and the Trustee have requested, and ACI has agreed to provide, interim financing (the "**DIP Loan**") to the Borrowers in the CCAA Proceedings on the terms set out in a facility letter (the "**Facility Letter**") provided to the Borrowers and the Trustee by ACI.

C. ACI or a related entity (the "**New Shareholder**") is desirous of facilitating a restructuring plan of arrangement pursuant to the CCAA or other transaction with the Borrowers and the Trustee that would see the New Shareholder acquire control of the Borrowers and/or their assets and such assets of the

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Trustee which are held in trust for the Borrowers on terms consistent with the attached Schedule "A" or such other agreement as may be agreed to by the Borrowers and the New Shareholder upon further due diligence (the "**Plan**").

D. It is a condition of ACI agreeing to provide the DIP Loan that the Borrowers and the Trustee enter into this Restructuring Support Agreement.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. **Agreement.** Subject to the terms and conditions hereof, ACI, the Borrowers and the Trustee consent and agree to the terms of, and the transactions contemplated by, this Agreement and further consent and agree to proceed in accordance with the Plan as set out in Schedule "A" to this Agreement. This Agreement replaces and supersedes the Restructuring Support Agreement among the parties dated February 25, 2014.

2. **DIP Loan.** The Borrowers will seek the approval of the DIP Loan, and the substitution of ACI as the lender in relation thereto in a timely basis and on terms consistent with the Facility Letter and acceptable to ACI.

3. **Plan.** The Borrowers will file a Plan on a timely basis and will use commercially reasonable methods to achieve approval and sanction of the Plan in the CCAA Proceedings, or in the alternative will support a Plan proposed by the New Shareholder on the terms set out herein. In any event, the Plan will be presented to the court in the CCAA Proceedings no later than May 20, 2014, or as otherwise agreed by the parties, seeking an order for a meeting of creditors and/or shareholders to consider and vote on the Plan (the "**Meetings Order**"). The Plan will be approved by creditors and/or shareholders no later than 30 days from May 20, 2014.

4. **Documents and Further Orders.** The Plan will be drafted by counsel to the Borrowers at the expense of the Borrowers and will be provided to the New Shareholder's counsel for review and approval. Drafts of all motion material and other documents that the Borrowers intend to file in the CCAA Proceedings shall be provided to ACI at least two days prior to the date on which the Borrowers intend to file or otherwise distribute such documents. All such materials must be acceptable to ACI.

5. **Material Assets and Contracts.** The Borrowers will not, without the prior consent of ACI, dispose of any material assets or repudiate any contracts or agreements.

6. **Other Transactions.** The Borrowers and the Trustee, and their directors, officers, employees and advisors will not, directly or indirectly, without the prior agreement of ACI or unless otherwise required by the court in the CCAA Proceedings:

   (a) solicit, initiate, facilitate or otherwise encourage any inquiries or proposals regarding any transaction that is an alternative to the Plan (an "**Alternative Transaction**");

   (b) participate in any substantive discussions or negotiations with any person regarding any Alternative Transaction;

   (c) accept, approve, endorse or recommend any Alternative Transaction; or

   (d) enter into any Alternative Transaction.

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7. **Claims Process.** The Borrowers will, on or prior to the Meetings Order, complete the claims process pursuant to the order pronounced in the CCAA Proceedings (the "**Claims Process Order**") in a manner satisfactory to ACI, including the resolution of any Disputed Claims and determination of any claims subject to the Claims Bar Date (each as defined in the Claims Process Order).

9. **Title to Assets.** Except as qualified in this section, the Borrowers represent and warrant that the Borrowers are the legal and beneficial owners of all the assets comprising and materially related to the Borrowers' copper mine known as the Gallowai Bul River Mine (the "**Mine**"). The Trustee represents and warrants that any assets held by the Trustee relating to the Mine, with the exception of the shares in the Borrowers owned by the Trustee, are held by the Estate as legal owner and bare trustee on behalf of some or all of the Borrowers. For the absence of doubt the shares in the Borrowers held by the Trustee are both legally and beneficially owned by the Trustee.

10. **Court Approval.** This Agreement shall remain subject to court approval in the CCAA Proceedings.**Further Assurances**. The parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to this Agreement and to make this Agreement legally effective, binding, and enforceable as between them and as against third parties.

12. **Waivers**. The failure of a party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy contained in this Agreement, will not be construed as a waiver or a relinquishment by that party for the future of that term, right, or remedy.

13. **Binding Agreement**. This Agreement will bind and benefit each of the parties including their respective successors and permitted assigns.

14. **No Partnership**. Neither the execution of this Agreement nor the performance by a party of any of its rights and obligations under this Agreement will create any partnership between the parties.

15. **Assignment**. Neither the Borrowers nor the Trustee may assign this Agreement without the prior consent of the other party.

16. **Counterparts**. This Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

17. **Severability**. If any term of this Agreement is determined to be invalid or unenforceable, in whole or in part, the invalidity or unenforceability will attach only to that term or part term, and the remaining part of the term and all other terms of this Agreement will continue in full force and effect. The parties will negotiate in good faith to agree to a substitute term that will be as close as possible to the intention of any invalid or unenforceable term while being valid and enforceable. The invalidity or unenforceability of any term in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

18. **Gender and Number**. Words in one gender include all genders, and words in the singular include the plural and vice versa.

19. **Governing Law and Jurisdiction**. This Agreement will be governed by and construed in accordance with British Columbia law and applicable Canadian law and will be treated in all respects as a British Columbia contract.

20. **Submission to Jurisdiction**. Each of the parties will submit to the jurisdiction of the British Columbia courts.

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21. **Legislation.** In this Agreement any reference to legislation includes a reference to the legislation and to any regulations made under that legislation as that legislation or those regulations may be amended or re-enacted from time to time.

22. **Time.** Time will be of the essence.

23. **Expiry of Time Period.** In this Agreement, if any period ends on a day other than a business day, that period will be extended to the next following business day.

24. **Notices.** In this Agreement:

(a) any notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile transmission or mailed by prepaid registered post in Canada, to the address or facsimile transmission number of each party set out below:

(i) if to ACI:

c/o Davis LLP
2800 Park Place
666 Burrard St.
Vancouver, BC V6C 2Z7

Attention: Mary I.A. Buttery/H. Lance Williams
Fax No. 604.605.3768/604.605.4877

(ii) if to the Borrowers or the Trustee:

c/o Gowling Lafleur Henderson LLP
Suite 2300 - 550 Burrard Street
Vancouver, BC V6C 2B5

Attention: Colin D. Brousson
Fax No. 604.683.3558

or to such other address or facsimile transmission number as a party may designate in the manner set out above;

(b) notice or communication will be considered to have been received:

(i) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;

(ii) if sent by facsimile transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day; and

(iii) if mailed by prepaid registered post in Canada, upon the fifth business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission.

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25. **Accounting Principles.** All calculations made or referred to in this Agreement will be made in accordance with the generally accepted accounting principles applied consistently. All accounting terms used in this Agreement which are not defined in this Agreement will have the meaning assigned to them in accordance with generally accepted accounting principles.

26. **Currency.** All transactions referred to in this Agreement will be made in lawful currency of Canada in immediately available funds. Any reference to cash in this Agreement includes a reference to cash, certified cheque, bank draft, wire, or electronic transfer drawn on, or of, a chartered bank of Canada.

27. **Amendment.** This Agreement may be amended or supplemented only by a written agreement signed by each party and that agreement need not be executed under seal.

28. **Joint and Several.** If a party is more than one person or entity, every representation, covenant and agreement on the part of the party to be observed and performed by that party will be the joint and several representation, covenant and agreement of each person or entity comprising the party.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date appearing above.

ASIA COPPER INVESTMENT CO. LTD.

Per: _____

Name: _____
Title: Authorized Signatory
I have authority to bind the corporation

BUL RIVER MINERAL CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

BIG BEAR METAL MINING CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

EARTH'S VITAL EXTRACTORS LIMITED

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

FORT STEELE METALS CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

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FORT STEELE MINERAL CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

JAO MINE DEVELOPERS LTD.

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

FUSED HEAT LTD.

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

GALLOWAI METAL MINING CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

GIANT STEEPLES MINERAL CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

GRAND MINERAL CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

INTERNATIONAL FELDSPAR LTD.

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

KUTTENI DIAMONDS LTD.

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

STANFIELD MINING GROUP OF CANADA LTD.

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

SULLIBIN MINERAL CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

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SULLIBIN MULTI METAL CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

SUPER FELDSPARS CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

WHITE CAT METAL MINING CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

ZEUS METAL MINING CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

ZEUS MINERAL CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

ZEUS METALS CORPORATION

Per: _____

Name: G. TIMOTHY HEWISON
Title: Authorized Signatory
I have authority to bind the corporation

WITNESSED on February 25, 2014 in the presence of:

R Henderson
(Signature)
Rick Henderson
(Print Name)
3670 Chief Daniel Rd
(Address)
Baynes Lake BC V0B 1T4
Mine Manager
(Occupation)

_____
George Timothy Hewison in his capacity as personal representative of the Estate of Ross Hale Stanfield

SCHEDULE "A"

The Plan shall provide for the following unless otherwise agreed to by the Borrowers, the Trustee and ACI:

1. Upon emergence of the Borrowers from CCAA protection, the New Shareholder will own 87.5% of the equity in the assets which comprise the Borrowers and the Mine, which may or may not be amalgamated into one or more entities (collectively the "**New Structure**"). As consideration, the New Shareholder will:

   (a) Pay all amounts owing secured by the Administration Charge (as defined in the order made in the CCAA Proceedings on May 26, 2011 as amended); and

   (b) convert to equity all of the DIP Loan advanced to the date of emergence, including all charges, fees and costs;

   such that upon emergence from CCAA the New Structure will be debt free.

2. The existing creditors and investors of the Borrowers will be provided a 12.5% equity interest in the New Structure (the "**Creditor Interest**"), the allocation of which will be determined by the Borrowers in the Plan. The charter documents or other agreements amongst the equity holders of the New Structure will provide that the Creditor Interest will not be diluted as a percentage of the total equity of the New Structure.

3. ACI or a related party will make further funding available to the New Structure by way of debt financing following its successful emergence from CCAA protection on the terms herein, to complete permitting and bring the Mine into production. Such funding will be on commercially reasonable lending terms similar to market financing options available to the New Structure at the time of the funding.

4. The sale of the Creditor Interest by a creditor will be subject to approval by the board of directors (or equivalent) of the relevant New Structure entity. The New Shareholder will have a right of first refusal to purchase the Creditor Interest or any portion thereof.

The attached is **Exhibit "B"**

referred to in the affidavit

of Doris Bodie #4 sworn before

me at Vancouver, B.C.,

this 16th day of April, 2014

A Commissioner for taking Affidavits
within British Columbia

STANFIELD MINING GROUP
Projected Cash Flow Statement
for the Period of April 5, 2014 to May 24, 2014

Week ending	12-Apr-14	19-Apr-14	26-Apr-14	3-May-14	10-May-14	17-May-14	24-May-14	Total Projection for the Period
Opening Cash Balance	$ 49,919	$ 27,565	$ (65,487)	$ (120,893)	$ (191,420)	$ (249,877)	$ (312,143)	$ 49,919
Cash Outflows								
Utilities								
Power - Mine & Camp		4,400	4,400	4,400	7,700	4,400	4,400	29,700
Propane		3,900			4,250			8,150
Internet & Phone		1,500			1,500			3,000
Gasoline/Fuel		1,000	1,000	1,000	1,000	1,000	1,000	6,000
IT Server Support & Data Centre				2,860				2,860
Leases (photocopiers)			1,550					1,550
Employee Wages		12,000	90	12,000	90	12,000	90	36,270
Work Safe BC		1,885						1,885
Contractors		17,500	17,500	17,500	17,500	17,500	17,500	105,000
Insurance								-
Building/Mine/Camp/Liability				2,150				2,150
Plant & Equipment				3,250				3,250
Vehicle							5,500	5,500
Petty Cash		200	200	200	200	200	200	1,200
Repairs & Maintenance				1,500		1,500		3,000
Rent (Edmonton Office)								-
Advertising Expense								-
Accounting fees								-
Professional fees (Note 1>)		25,667	25,667	25,667	25,667	25,667	25,667	154,000
DIP Fees								-
DIP Repayment								-
Critical Suppliers			5,000				5,000	10,000
Economic studies								-
Appraisal								-
Bank fees					550			550
NI 43-101 Report								-
Property Tax								-
Contingency		25,000						25,000
Mineral Claim/Leases								-
Total Cash Outflows	$ -	$ 93,052	$ 55,407	$ 70,527	$ 58,457	$ 62,267	$ 59,357	$ 399,065
Outstanding Cheques - Apr 12/14	(22,354)							(22,354)
Repayment of CuVeras								-
Other Receipts								-
Total Cash Inflows	$ (22,354)	$ -	$ -	$ -	$ -	$ -	$ -	$ (22,354)
Net Weekly Cash Position	(22,354)	(93,052)	(55,407)	(70,527)	(58,457)	(62,267)	(59,357)	(421,419)
Bank Balance	$ 27,565	$ (65,487)	$ (120,893)	$ (191,420)	$ (249,877)	$ (312,143)	$ (371,500)	$ (371,500)

CuVeras funds held in trust by Monitor	185,000
Interim funding required by ACI	$ (186,500)

As of April 15-14:	
Professional fees (Dentons, Gowlings & Deloitte)	353,580
Other Vendor payables (net of retainers)	116,944
Property tax in-arreears	63,554
Less: Professional fees (Note 1>)	(154,000)
	380,078

Note:
1> Maximum administrative charge of $350,000 has been exceeded.
2> The Group also has outstanding post-filing payables of approximately $380,000.

Stanfield Group
Post-filing Payables as of April 15, 2014

VENDOR	DATE	INVOICE #	AMOUNT	TOTAL	
Deloitte	2/4/2014	3483180	15,910.30		
(Retainer: $30,000.00)	3/11/2014	3508097	22,826.66		
	4/11/2014	3525247	38,705.23	**$77,442.19**	
Dentons	6/30/2012	2919695	3,335.64		
(Retainer: $27,586.84)	8/31/2012	2932543	435.34		
	10/31/2012	2944773	280.00		
	1/31/2013	2967366	4,333.50		
	2/28/2013	2971145	356.16		
	3/31/2013	2975513	3,650.92		
	12/31/2013	3026029	975.10		
	1/31/2014	3036839	924.00		
	2/28/2014	3040093	8,091.99		
	3/31/2014	3044965	53,371.48	**$75,754.13**	
Draeger Safety Canada	3/31/2014	90983600	4,425.12	**$4,425.12**	
Gowlings	11/27/2013	17854798	15,648.38		
	12/31/2013	17888436	15,538.29		
	2/5/2014	17908183	30,078.12		
	2/26/2014	17920580	39,997.41	**$101,262.20**	
Moose Mountain	1/31/2013	140111	3,925.29		
(Retainer $2,000.00)	1/31/2014	140116	91,117.09		
	2/28/2014	140212	724.50		
	2/28/2014	140214	5,418.00		
	3/31/2014	140311	472.50		
	3/31/2014	140313	483.00		
	3/31/2014	140327	1,575.00	**$103,715.38**	
RFS Canada (Lease Buy-out)	4/4/2014	4042014	1,513.22	**$1,513.22**	To be paid during week of April 26-14
Rockies Law Corp	2/11/2014	92739	329.58		
	2/22/2014	92861	329.58		
	2/22/2014	92862	329.58		
	2/22/2014	92863	329.58		
	2/22/2014	92864	329.58		
	2/22/2014	92865	329.58		
	3/31/2014	93412	8,826.42	**$10,803.90**	

TOTAL PAYABLES	**$374,916.14**
RETAINER TOTAL	**$59,586.84**
OTHER PAYABLES	**$116,944.40**

VENDOR	DATE	INVOICE #	AMOUNT	TOTAL
Deloitte	2/4/2014	3483180	15,910.30	
	3/11/2014	3508097	22,826.66	
	4/11/2014	3525247	38,705.23	
	Unbilled WIP to April 12-14		11,008.00	
	Less: Retainer		(30,000.00)	**$58,450.19**
Dentons	6/30/2012	2919695	3,335.64	
	8/31/2012	2932543	435.34	
	10/31/2012	2944773	280.00	
	1/31/2013	2967366	4,333.50	
	2/28/2013	2971145	356.16	
	3/31/2013	2975513	3,650.92	
	12/31/2013	3026029	975.10	
	1/31/2014	3036839	924.00	
	2/28/2014	3040093	8,091.99	
	3/31/2014	3044965	53,371.48	
	Unbilled WIP to April 12-14		5,700.00	
	Less: Retainer		(27,586.84)	**$53,867.29**
Gowlings	11/27/2013	17854798	15,648.38	
	12/31/2013	17888436	15,538.29	
	2/5/2014	17908183	30,078.12	
	2/26/2014	17920580	39,997.41	
	Unbilled WIP to April 12-14		140,000.00	
	Less: Retainer		-	**$241,262.20**
	Total professional fees			**$353,579.68**
	Adminstrative charge			**$350,000.00**
	Difference			**-$3,579.68**

No. S113459
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AFFIDAVIT

GOWLING LAFLEUR HENDERSON LLP
Barristers & Solicitors
Suite 2300, 550 Burrard Street
Vancouver, BC V6C 2B5

Tel. No. 604.683.6498
Fax No. 604.683.3558

File No. V37978 JBR/jbr