

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF ABITIBI

N° : 615-11-001311-124

DATE : December 2, 2014

PRESIDING : THE HONOURABLE ROBERT DUFRESNE, J.S.C.

IN THE MATTER OF THE RECEIVERSHIP OF :

CENTURY MINING CORPORATION,
Debtor

and

SAMSON BÉLAIR / DELOITTE & TOUCHE INC.,
Receiver/Petitioner

and

COMPUTERSHARE TRUST COMPANY OF CANADA,
Collateral Agent

and

DEUTSCHE BANK AG, LONDON BRANCH,
Principal Secured Creditor

APPROVAL AND VESTING ORDER

[1] ON READING the Receiver / Petitioner Samson Bélaïr/Deloitte & Touche inc's (the "Receiver") Motion to authorize the Sale of Part of the Debtor's Assets (the "Motion"), the affidavit and the exhibits in support thereof, as well as the Report of the Receiver dated November 27, 2014 (the "Report");

[2] **SEEING** the service of the Motion;

[3] **SEEING** the submissions of the Receiver's attorney;

[4] **SEEING** that it is appropriate to issue an order approving the transaction contemplated by the agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") by and between the Receiver, as vendor, and *New Carolin Gold Corp.* as purchaser (the "**Purchaser**"), copy of which was filed herewith under seal as **Exhibit R-2**, and the agreement entitled *Letter Agreement* by and between the Receiver, the receiver of *Tamerlane Ventures Inc.* and by the Purchaser, copy of which was filed herewith under seal as **Exhibit R-3** (the "**Tamerlane Sale Agreement**"), and into all the transactions contemplated therein (collectively, the "**Transaction**"), and vesting in the Purchaser the assets described in the Schedule "B" hereto, excluding the "Permitted Encumbrances", as this term is defined hereinafter (the "**Purchased Assets**");

[5] **WHEREFORE THE COURT:**

[6] **GRANTS** the Motion;

SERVICE

[7] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

[8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

[9] **ORDERS** and **DECLARES** that the Transaction contemplated by the Purchase Agreement, copy of which is filed herewith under seal as **Exhibit R-2** to the Motion, as well as by the Tamerlane Sale Agreement, copy of which is filed under seal as **Exhibit R-3** to the Motion, is hereby approved, and the execution of the Purchase Agreement and of the Tamerlane Sale Agreement by the Receiver is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Receiver.

EXECUTION OF DOCUMENTATION

[10] **AUTHORIZES** the Receiver and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement (Exhibit R-2) and any other ancillary document which could be required or useful to give full and complete effect thereto, including, without limitation, executing Form A Transfer(s) or other forms of transfer in respect of the Purchased Assets for and on behalf of the Debtor, if and as applicable or expedient to carry out the provisions of the Agreement.

AUTHORIZATION

[11] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Receiver to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

[12] **ORDERS** and **DECLARES** that upon the issuance of a Receiver's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts or deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all charges, security interests or charges evidenced by registration, publication or filing pursuant to the *Civil Code of Québec*, the *British Columbia Personal Property Security Act*, or any other applicable legislation providing for a security interest in personal or movable property, excluding however, the permitted encumbrances, interests, easements and restrictive covenants listed on **Part IV of Schedule "B"** hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

[13] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.

[14] **ORDERS** and **DIRECTS** the Receiver to file with the Court a copy of the Certificate, forthwith after issuance thereof.

CANCELLATION OF SECURITY REGISTRATIONS

[15] **ORDERS** that upon presentation for registration in the *Land Title Office for the Land Title District of Kamloops* of a certified copy of this Order, together with a letter from *Fasken Martineau DuMoulin LLP* ("**FMD**"), solicitors for the Receiver, authorizing

registration of this Order, the *British Columbia Registrar of Land Titles* (the "**BC Registrar**") is hereby directed to:

- enter the Purchaser as the owner of the lands, as identified in **Part III of Schedule "B"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of said lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to said lands is a good, safe holding and marketable title and hereby **DIRECTS** the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
- having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for the Permitted Encumbrances listed in **Part IV of Schedule "B"**.

[16] **ORDERS** that upon presentation to the *Chief Gold Commissioner* (the "**Commissioner**") of *British Columbia Gold Commissioner's Office* (the "**Commissioner's Office**") of a copy of the May 29, 2012 Order of this Court appointing the Receiver as receiver of the assets of the Debtor and a certified copy of this Order and the Certificate, the Commissioner is hereby directed to:

- transfer to and register in the name of the Purchaser 100% of the title to the mineral tenures listed in **Part I and II of Schedule "B"** hereto (collectively, the "**Mineral Tenures**"); and
- discharge all Encumbrances registered against title to the Mineral Tenures, including those listed in **Part I and II of Schedule "B"** hereto.

[17] **ORDERS** that, for the purposes of dealing with the Mineral Tenures registered in the Commissioner's Office in the name of the Debtor or Tamerlane, the Receiver is hereby authorized to take all such steps as are necessary to act on behalf of the Debtor or Tamerlane in order to transfer such Mineral Tenures to the Purchaser, including as set forth in the immediately preceding paragraph.

[18] **ORDERS** that upon the issuance of the Certificate, the Receiver shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets or against the Debtor or the Receiver in respect of the Purchased Assets, including filing such financing change statements in the *British Columbia Personal Property Registry* (the "**BC PPR**") as may be necessary and filing such discharge documents as in the Commissioner's Office as may be necessary. For clarity, the Receiver is not authorized to, and shall not,

discharge any of the Permitted Encumbrances or any Encumbrances that would have the effect of releasing any security interests in any assets of the Debtor other than the Purchased Assets. The Receiver shall be authorized to apply to this Court for any additional authorizations as may be necessary to effect the discharge of all Encumbrances registered against the Debtor or the Receiver in respect of the Purchased Assets.

NET PROCEEDS

[19] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be remitted to the Receiver and shall be distributed in accordance with applicable legislation.

[20] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the Purchase Agreement) by the Purchaser, all Encumbrances except for the Permitted Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

VALIDITY OF THE TRANSACTION

[21] **ORDERS** that notwithstanding:

- (i) the pendency of these proceedings; or
- (ii) the provisions of any federal or provincial legislation the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Receiver, the Debtor or the Purchaser.

LIMITATION OF LIABILITY

[22] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;

[23] **DECLARES** that no action lies against the Receiver by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The

entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

GENERAL

[24] **ORDERS** that the Purchaser or the Receiver shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances;

[25] **ORDERS** that the Purchase Agreement (Exhibit R-2) and the Tamerlane Sale Agreement (Exhibit R-3) be kept confidential and under seal until the earlier of (i) the closing of the Transaction, or (ii) further order of this Court, but that each of the Receiver or the Purchaser may provide third parties with copies of the Purchase Agreement and the Tamerlane Sale Agreement as they determine to be appropriate;

[26] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;

[27] **DECLARES** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America, Peru or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;

[28] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America, Peru and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;

[29] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;

[30] **THE WHOLE WITHOUT COSTS.**



ROBERT DUFRESNE, J.C.S.

Me Guillaume-Pierre Michaud
Fasken, Martineau, Dumoulin
Attorneys for Receiver/Petitioner

Me Danny Duy Vu
Stikeman, Elliott
Attorneys for Principal Secured Creditor

Date d'audience : December 2, 2014

SCHEDULE "A"
DRAFT CERTIFICATE OF THE RECEIVER

CANADA

SUPERIOR COURT
Commercial Division

PROVINCE OF QUEBEC
DISTRICT OF ABITIBI

File: No: 615-11-001311-127

IN THE MATTER OF THE RECEIVERSHIP
OF:

CENTURY MINING CORPORATION,

Debtor

-and-

SAMSON BÉLAIR / DELOITTE & TOUCHE
INC.,

Receiver/Petitioner

-and-

COMPUTERSHARE TRUST COMPANY OF
CANADA,

Collateral Agent

-and

DEUTSCHE BANK AG, LONDON BRANCH,

Principal Secured Creditor

CERTIFICATE OF THE RECEIVER

RECITALS:

WHEREAS on May 29, 2012, the Superior Court of Quebec (the "**Court**") issued a receivership order (the "**Receivership Order**") pursuant to the *Bankruptcy and Insolvency Act* (the "**Act**") in respect of *Century Mining Corporation* (the "**Debtor**");

WHEREAS pursuant to the terms of the Receivership Order, *Samson Bélaire / Deloitte & Touche inc.* was appointed as receiver (the "**Receiver**") to the assets of the Debtor;

WHEREAS on ●, the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution by the Receiver of an agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") by and between the Receiver, as vendor, and *New Carolin Gold Corp.* as purchaser (the "**Purchaser**"), copy of which was filed in the Court record, of an agreement entitled *Letter Agreement* by and between the Receiver, the receiver of *Tamerlane Ventures Inc.* and by the Purchaser, and into all the transactions contemplated therein (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Receiver.

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once the (a) the Purchase Agreement has been executed and delivered; and (b) the Consideration (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) and all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THE FOLLOWING:

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Consideration (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Receiver at ____ [TIME] on _____ [DATE].

Samson Bélair / Deloitte & Touche Inc. in its capacity as receiver to the assets of *Century Mining Corp.*, and not in its personal capacity.

Name: _____

Title: _____

Schedule B – Purchased Assets

“**Purchased Assets**” means all the rights, title and interests of *Century Mining Corporation* (“**CMC**”) in those rights and properties set forth in the present Schedule, including, if any, in respect of such rights and properties set forth in the present Schedule, but excluding the permitted interests and encumbrances (collectively the “**Permitted Encumbrances**”) detailed in Part

PART I LADNER CREEK PROJECT – LOCATED MINERAL CLAIMS

<u>Claim Name</u>	<u>Tenure Number</u>
ELMAN CREEK (Tailings Pond)	326921
MCMASTER 1	318721
MCMASTER 2	318722
MCMASTER 3	318723
MCMASTER 4	318724
MCMASTER 5	318725
MCMASTER 6	318726
MCMASTER 7	318727
MCMASTER 8	318728
MCMASTER 9	318729
MCMASTER 10	318730
MCMASTER 11	318731
MCMASTER 12	318732
MCMASTER 13	318630
MCMASTER 14	318631
MCMASTER 15	318632
MCMASTER 16	318633
MCMASTER 17	318634
MCMASTER 18	318635
MCMASTER 19	318733
MCMASTER 20	318734
MCMASTER 21	318735
MCMASTER 22	318736
MCMASTER 23	318737
MCMASTER 24	318738

<u>Claim Name</u>	<u>Tenure Number</u>
MCMASTER 25	318739
MCMASTER 26	318740
MCMASTER 27	318629
MCMASTER 28	319133
MCMASTER 29	319134
MCMASTER 30	319135
MCMASTER 31	319136
MCMASTER 32	319409
MCMASTER 33	319410
MCMASTER 34	319411
MCMASTER 35	319412
MCMASTER 36	319413
MCMASTER 37	319414
MCMASTER 38	319403
MCMASTER 39	319404
MCMASTER 40	319405
MCMASTER 41	319406
MCMASTER 42	319407
MCMASTER 43	319408
MCMASTER 44	319629
MCMASTER 45	319630
MCMASTER 46	319631
MCMASTER 47	319632
MCMASTER 48	320460
MCMASTER 49	320461
MCMASTER 50	320462
MCMASTER 51	320463
MCMASTER 52	320464
MCMASTER 53	320465
MCMASTER 54	320466
MCMASTER 55	320467
MCMASTER 56	320468
MCMASTER 57	320469

<u>Claim Name</u>	<u>Tenure Number</u>
MCMASTER 58	320470
MCMASTER 59	320471
MCMASTER 60	320472
MCMASTER 61	320473
MCMASTER 62	320474
MCMASTER 63	320475
MCMASTER 64	320476
MCMASTER 65	320477
MCMASTER 66	320478
MCMASTER 67	320479
MCMASTER 68	320480
MCMASTER 69	320481
MCMASTER 70	320482
MCMASTER 71	320483
MCMASTER 72	321191
MCMASTER 73	321192
MCMASTER 74	321193
MCMASTER 75	321194
MCMASTER 76	321195
MCMASTER 77	321196
MCMASTER 78	321197
MCMASTER 79	321198
MCMASTER 80	321089
MCMASTER 81	321090
MCMASTER 82	321091
MCMASTER 83	321092
MCMASTER 84	321093
MCMASTER 85	321094
MCMASTER 86	321095
MCMASTER 87	321096
MCMASTER 88	321097
MCMASTER 89	321098
MCMASTER 90	321099

<u>Claim Name</u>	<u>Tenure Number</u>
MCMASTER 91	321100
MCMASTER 92	321101
MCMASTER 93	321102
MCMASTER 94	321103
MCMASTER 95	321199
MCMASTER 96	321200
MCMASTER 97	321104
MCMASTER 98	321105
MCMASTER 99	321106
MCMASTER 100	321107
MCMASTER 101	321108
MCMASTER 102	321109
MCMASTER 103	321110
MCMASTER 104	321111
MCMASTER 105	321112
MCMASTER 106	321113
MCMASTER 107	321114
MCMASTER 108	321115
MCMASTER 109	321116
MCMASTER 110	321117
MCMASTER 111	321118
MCMASTER 112	321119
MCMASTER 113	341673
MCMASTER 114	341674
MCMASTER 115	341675
MCMASTER 116	341676
MCMASTER 117	341677
MCMASTER 118	341678
MCMASTER 119	341679
MCMASTER 120	341680
MCMASTER 121	341681
MCMASTER 122	341682
MCMASTER 123	341683

<u>Claim Name</u>	<u>Tenure Number</u>
M.M.FR. 2	336994
M.M.FR. 1	337160
IDAHO	403797
TRAMWAY	403798
AURUM NO. 1	403799
AURUM NO. 2	403800
AURUM NO. 3	403801
AURUM NO. 5	403802
AURUM NO. 6	403803
MONITOR	403804

PART II
UNDERSURFACE RIGHTS OF CROWN GRANTED MINERAL CLAIMS

All minerals precious and base (save coal, petroleum and natural gas) lying in or under

<u>NAME</u>	<u>LOT NUMBER</u>	<u>FOLIO</u>	<u>P.I.D.</u>
Idaho	1234	15-732-01334.100	006-049-982, 006-049-991
Tramway	1235	15-732-01334.200	006-050-000, 006-050-018
Aurum No.1	1236	15-732-01334.211	006-050-026
Aurum No.2	1237	15-732-01334.220	006-050-891
AurumNo.3	1238	15-732-01334.211	006-051-031
Aurum No.5	1240	15-732-01334.221	006-051-456, 006-051-529
AurumNo.6	1241	15-732-01334.270	006-051-634, 006-051-596

All within Township 6, Range 25 West of the 6th Meridian, Yale Division, Yale District, Chilliwack Assessment Area

PART III
REAL PROPERTY LEGAL DESCRIPTION

P.I.D.	LEGAL DESCRIPTION
006-050-026	THE SURFACE OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1236 YALE DIVISION YALE DISTRICT KNOWN AS THE "AURUM #1" MINERAL CLAIM
006-050-891	THE SURFACE OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1237 YALE DIVISION YALE DISTRICT KNOWN AS THE "AURUM NO. 2" MINERAL CLAIM
006-051-031	THE SURFACE OF THAT PART OF THE EAST 1/2 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1238 YALE DIVISION YALE DISTRICT KNOWN AS THE "AURUM NO. 3" MINERAL CLAIM
006-051-456	THE SURFACE OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1240 YALE DIVISION YALE DISTRICT KNOWN AS THE "AURUM NO. 5" MINERAL CLAIM

006-051-529	THE SURFACE OF THAT PART OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1240 YALE DIVISION YALE DISTRICT KNOWN AS THE "AURUM NO. 5" MINERAL CLAIM
006-051-596	THE SURFACE OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1241 YALE DIVISION YALE DISTRICT KNOWN AS THE "AURUM NO. 6" MINERAL CLAIM
006-051-634	THE SURFACE OF THAT PART OF THE WEST 1/2 OF SECTION 26 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1241 YALE DIVISION YALE DISTRICT KNOWN AS THE "AURUM NO. 6" MINERAL CLAIM
006-050-000	THE SURFACE OF THE NORTH WEST 1/4 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1235 YALE DIVISION YALE DISTRICT KNOWN AS THE "TRAMWAY" MINERAL CLAIM
006-050-018	THE SURFACE OF THE SOUTH WEST 1/4 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1235 YALE DIVISION YALE DISTRICT KNOWN AS THE "TRAMWAY" MINERAL CLAIM
006-049-982	THE SURFACE OF THE NORTHEAST 1/4 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1234 YALE DIVISION YALE DISTRICT KNOWN AS THE "IDAHO" MINERAL CLAIM
006-049-991	THE SURFACE OF THE NORTHWEST 1/4 OF SECTION 27 TOWNSHIP 6 RANGE 25 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT LYING WITHIN THE BOUNDARIES OF DISTRICT LOT 1234 YALE DIVISION YALE DISTRICT KNOWN AS THE "IDAHO" MINERAL CLAIM

Part IV – Permitted Interests and Encumbrances

-A net profit royalty with respect to the Purchased Assets (as defined in the present schedule) granted under an agreement dated November 25, 1995 among *Athabaska gold Resources Ltd.*, Ed Angus, Scott Angus, Joe Shearer and *Ladner Creek Gold Mining Corporation*.

- Nature: UNDERSURFACE RIGHTS

Registration Number: KG76361

Registration Date and Time: 1993-08-10 09:23

Registered Owner: ATHABASKA GOLD RESOURCES LTD.

INCORPORATION NO. 323509

Transfer Number: KJ34844

Remarks: ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM AND NATURAL GAS) LYING IN OR UNDER DL 1236 YDYD KNOWN AS THE "AURUM NO. 1" MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS

Registration Number: KR26572

Registration Date and Time: 2001-03-27 13:37

Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA

Remarks: INTER ALIA MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD. FORFEITED TO THE CROWN PURSUANT TO THE MINERAL LAND TAX ACT

- Nature: UNDERSURFACE RIGHTS

Registration Number: KG76362

Registration Date and Time: 1993-08-10 09:23

Registered Owner: ATHABASKA GOLD RESOURCES LTD.

INCORPORATION NO. 323509

Transfer Number: KJ34845

Remarks: ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM AND NATURAL GAS) LYING IN OR UNDER DL 1237 YDYD KNOWN AS THE "AURUM NO. 2" MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS

Registration Number: KR26572

Registration Date and Time: 2001-03-27 13:37

Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA

Remarks: INTER ALIA

MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD. FORFEITED TO THE CROWN PURSUANT TO THE MINERAL LAND TAX ACT

Nature: TAXATION (RURAL AREA) ACT LIEN

Registration Number: LB528194

Registration Date and Time: 2014-04-15 12:30

Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA

- Nature: UNDERSURFACE RIGHTS

Registration Number: KG76363

Registration Date and Time: 1993-08-10 09:23

Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34846
Remarks: ALL MINERALS PRECIOUS AND BASE (SAVE
COAL, PETROLEUM AND NATURAL GAS) LYING IN OR
UNDER DL 1238 YDYD KNOWN AS THE "AURUM NO. 3"
MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76365
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34847
Remarks: INTER ALIA ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM
AND NATURAL GAS) LYING IN OR
UNDER DL 1240 YDYD KNOWN AS THE "AURUM NO. 5"
MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76365
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34847
Remarks: INTER ALIA ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM
AND NATURAL GAS) LYING IN OR
UNDER DL 1240 YDYD KNOWN AS THE "AURUM NO. 5" MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37

Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76366
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34848
Remarks: INTER ALIA ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM
AND NATURAL GAS) LYING IN OR
UNDER DL 1241 YDYD KNOWN AS THE "AURUM NO. 6"
MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76366
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34848
Remarks: INTER ALIA ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM
AND NATURAL GAS) LYING IN OR UNDER DL 1241 YDYD KNOWN AS THE "AURUM
NO. 6"
MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76360
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34843
Remarks: INTER ALIA ALL MINERALS PRECIOUS AND BASE (SAVECOAL, PETROLEUM
AND NATURAL GAS) LYING IN OR
UNDER DL 1235 YDYD KNOWN AS THE "TRAMWAY" MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37

Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: TAXATION (RURAL AREA) ACT LIEN
Registration Number: LB528193
Registration Date and Time: 2014-04-15 12:30
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: SECTION 30

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76360
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34843
Remarks: INTER ALIA ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM
AND NATURAL GAS) LYING IN OR UNDER DL 1235 YDYD KNOWN AS THE "TRAMWAY"
MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76359
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34842
Remarks: ALL MINERALS PRECIOUS AND BASE (SAVE COAL, PETROLEUM AND
NATURAL GAS) LYING IN OR UNDER DL 1234 YDYD KNOWN AS THE "IDAHO"
MINERAL CLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: TAXATION (RURAL AREA) ACT LIEN
Registration Number: LB528196
Registration Date and Time: 2014-04-15 12:31
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: SECTION 30

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG19201
Registration Date and Time: 1993-03-04 10:30
Remarks: INTER ALIA
PURSUANT TO MINERAL LAND TAX ACT, MINERALS
HEREIN, FORFEITED AND VESTED IN THE CROWN

- Nature: UNDERSURFACE RIGHTS
Registration Number: KG76359
Registration Date and Time: 1993-08-10 09:23
Registered Owner: ATHABASKA GOLD RESOURCES LTD.
INCORPORATION NO. 323509
Transfer Number: KJ34842
Remarks: ALL MINERALS PRECIOUS AND BASE (SAVE COAL,
PETROLEUM AND NATURAL GAS) LYING IN OR UNDER DL
1234 YDYD KNOWN AS THE "IDAHO" MINERALCLAIM

- Nature: UNDERSURFACE RIGHTS
Registration Number: KR26572
Registration Date and Time: 2001-03-27 13:37
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
MINERAL RIGHTS OF ATHABASKA GOLD RESOURCES LTD.
FORFEITED TO THE CROWN PURSUANT TO THE MINERAL
LAND TAX ACT

- Nature: TAXATION (RURAL AREA) ACT LIEN
Registration Number: LB528195
Registration Date and Time: 2014-04-15 12:30
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: SECTION 30