

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

MOTION RECORD

May 5, 2020

PALLET VALO LLP
Lawyers & Trade-Mark Agents
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Mississauga, Ontario
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Lawyers for Toromont Industries Ltd. carrying on
business as Battlefield Equipment Rentals

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TAB 1

Court File No. CV-18-601307-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

NOTICE OF MOTION

Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals (“Toromont”), the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, will make a Motion to the Court, on an urgent basis, on consent, as soon as the Motion can be read at the Courthouse located at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

in writing under subrule 37.12.1(1) because it is on Consent;

in writing as an opposed motion under subrule 37.12.1(4);

orally.

THE MOTION IS FOR an Order substantially in the form attached hereto as **Schedule “A”**, for the following relief,

1. if necessary, validating and abridging the time for service and filing of this Notice of Motion and Motion Record, and /or dispensing with personal service and permitting service electronically by e-mail, if deemed necessary;
2. lifting the stay of proceedings provided for in paragraph 9 of the Order of the Honourable Justice Dunphy dated July 30, 2018 (the “Receivership Order”) in this proceeding, for the limited purpose of allowing Toromont to set down for trial the action commenced in the Timmins Superior Court of Justice bearing Court File No. CV-18-00000097-0000 (the “Lien Action”) in accordance with s.37(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018; and
3. such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

Brief Procedural History

1. On March 29, 2018, Toromont caused to be registered a Construction Lien in the amount of \$88,683.12, against title to the lands and premises known as the Clavos Gold Mine located in German Stock and Clergue Townships, Ontario (the “Subject Lands”), in the Land Registry Office for the Land Titles Division of the Town of Cochrane (No. 6), as Instrument No. CB138648 (the “Lien”). In addition, on April 3, 2018, Toromont delivered a Claim for Lien in the amount of \$88,683.12 to the Ministry of Northern Development and Mines (the “Claim for Lien”), in accordance with section 34(3) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018 (the “*Construction Act*”)

2. The Respondent in the within action, Sage Gold Inc. (“Sage Gold”), is, and at all material times was, the registered owner of the Subject Lands.
3. Toromont perfected the Lien by commencing the Lien Action and registering a Certificate of Action against title to the Subject Lands in the Land Registry Office for the Land Titles Division of the Town of Cochrane (No. 6), as Instrument No. CB139863.
4. The Applicant in the within action, CRH Funding II PTE Ltd., made an application for an Order appointing Deloitte Restructuring Inc. as receiver over the assets, property and undertakings of Sage Gold pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (the “*BIA*”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “*CJA*”).
5. Pursuant to the Receivership Order,
 - (a) Deloitte Restructuring Inc. was appointed receiver of all of the assets, undertaking and properties of Sage Gold (the “Receiver”); and
 - (b) a stay of proceedings was imposed against commencing or continuing any proceeding against or in respect of Sage Gold or the Subject Lands, including the proceedings commenced by Toromont in the Lien Action, except with the written consent of the Receiver or with leave of this Court.

The Urgency of the Relief Sought

1. Pursuant to section 37 of the *Construction Act*, R.S.O. 1990, c. C.30, a perfected lien expires immediately after the second anniversary of the commencement of the action that perfected the lien unless, on or before that anniversary, an order is made for the trial of an

action in which the lien may be enforced or the action in which the lien may be enforced is set down for trial;

2. Toromont commenced the Lien Action on May 31, 2018, therefore, Toromont must set the Lien Action down for trial or obtain an order for the trial of the Lien Action by no later than Friday May 29, 2020, after which Toromont's Lien will expire and it will not be entitled to any relief under the *Construction Act*;
3. Toromont will suffer irreparable financial harm if the Lien Action is not ordered for trial and will be substantially prejudiced in obtaining any relief from Sage Gold, including entitlement to any proceeds of sale of the Subject Lands;
4. Counsel for the Receiver, Mr. Stephen Brown-Okruhlik of the law firm of McMillan LLP ("Mr. Brown-Okruhlik"), consents to an Order setting the Lien Action down for trial pursuant to section 37 of the *Construction Act*, R.S.O. 1990, c. C.30, and that the Lien Action remains stayed unless otherwise ordered by the Court;
5. The Motion must be brought immediately, in order to prevent Toromont's Lien from expiring;
6. The Moving Party relies on sections 37 and 60(1) of the *Construction Act* R.S.O. 1990, c. C.30, as it read on or before June 30, 2018; and
7. Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. The Affidavit of Neeta Sandhu, sworn May 5, 2020 and the exhibits attached thereto;

2. The Consent of Toromont and the Receiver; and
3. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 5, 2020

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Lawyers for Toromont Industries Ltd. carrying on
business as Battlefield Equipment Rentals

Schedule "A"

Court File No. CV-18-601307-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THE
JUSTICE)
)
) DAY OF , 2020

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

ORDER

THIS MOTION made by Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals ("Toromont"), the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, on consent of the Court-appointed receiver, Deloitte Restructuring Inc. (the "Receiver"), was read this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Neeta Sandhu sworn May 5, 2020 and the Exhibits thereto, and the Consent of Toromont and the Receiver, filed,

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further services thereof.
2. THIS COURT ORDERS that the stay of proceedings provided for in paragraph 9 of the Order of the Honourable Justice Dunphy dated July 30, 2018 (the “Receivership Order”) in this proceeding be and hereby is lifted for the limited purpose of allowing Toromont to set down for trial the action commenced in the Timmins Superior Court of Justice bearing Court File No. CV-18-00000097-0000 (the “Lien Action”) in accordance with s.37(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018.
3. THIS COURT ORDERS that a copy of this Order be filed in the court file for the Lien Action;
4. THIS COURT ORDERS that, apart from the relief in paragraph 2 of this Order, the Lien Action continues to be stayed in accordance with the Receivership Order.
5. THIS COURT ORDERS that the Lien Action not be set on any list for trial without further Order of this Court.
6. THIS COURT ORDERS that a copy of this Order shall be sent to counsel for Deloitte Restructuring Inc., the Court-Appointed Receiver of all the assets, undertakings and properties of the Defendant, Sage Gold Inc., by fax, mail or email forthwith after entry.

Signature of Judge

CRH FUNDING II PTE. LTD.
Applicant

-and- SAGE GOLD INC.
Respondent

Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

PALLET VALO LLP

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Lawyers for Toromont Industries Ltd. carrying on business as
Battlefield Equipment Rentals

CRH FUNDING II PTE. LTD.
Applicant

-and- SAGE GOLD INC.
Respondent

Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

PALLET VALO LLP

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Lawyers for Toromont Industries Ltd. carrying on business as
Battlefield Equipment Rentals

TAB 2

Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

AFFIDAVIT OF NEETA SANDHU

I, Neeta Sandhu, of the City of Brampton, in the Regional Municipality of Peel, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer with the law firm of Pallett Valo LLP, lawyers for Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals (“Toromont”), the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, and, as such, have knowledge of the matters to which I hereinafter depose. I have personal knowledge of the matters hereinafter set forth, except where I indicate the statements are based on information provided by others, in which case I verily believe the information to be true.

THE LIEN ACTION

2. Toromont is a supplier of rental equipment and related materials.

3. On or about June 10, 2017, Toromont and the Applicant in the within action, Sage Gold Inc. (“Sage Gold”), entered into an agreement whereby Toromont agreed to supply various rental equipment and related services (the “Equipment”) to Sage Gold, for the improvement of the lands and premises known as the Clavos Gold Mine located in German, Stock and Clergue Townships, Ontario (the “Subject Lands”).

4. Sage Gold is, and at all material times was, the registered owner of the Subject Lands.

5. On March 29, 2018, Toromont caused to be registered a Construction Lien in the amount of \$88,683.12, against title to the Subject Lands in the Lands Registry Office for the Land Titles Division of the Town of Cochrane (No. 6), as Instrument No. CB138648 (the “Lien”). In addition, on April 3, 2018, Toromont delivered a Claim for Lien in the amount of \$88,683.12 to the Ministry of Northern Development and Mines (the “Claim for Lien”), in accordance with section 34(3) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018 (the “*Construction Act*”). Attached hereto and marked collectively as **Exhibit “A”** to this my Affidavit are true copies of the Lien and Claim for Lien.

6. The Lien and Claim for Lien are hereinafter collectively referred to as (the “Lien”).

7. On May 31, 2018, Toromont commenced an action in the Timmins Superior Court of Justice, bearing Court File No. CV-18-00000097-0000, in order to perfect the Lien (the “Lien Action”). Attached hereto and marked collectively as **Exhibit “B”** to this my Affidavit is a true copy of the Statement of Claim, issued May 31, 2018 and the Certificate of Action registered on title to the Subject Lands on May 31, 2018 as Instrument No. CB139863.

8. The Applicant in the within action, CRH Funding II PTE Ltd. (“CRH”) is also a named Defendant in the Lien Action. CRH is the holder of a mortgage in the principal sum of \$43,000,000.00 registered on title to the Subject Lands on November 22, 2016 as Instrument No. CB127780 (the “Mortgage”). Attached hereto and marked as **Exhibit “C”** to this my Affidavit is a copy of the Mortgage as registered on title to the Subject Lands.

THE RECEIVERSHIP ORDER

9. On or about July 10, 2018, CRH made an application in the within action, in its ranking as first ranking secured creditor of Sage Gold, for an order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (the “*BIA*”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “*CJA*”) appointing Deloitte Restructuring Inc. as receiver of all the assets, undertaking and properties of Sage Gold.

10. Pursuant to the Order of the Honourable Justice Dunphy dated July 30, 2018 (the “Receivership Order”), the Court appointed Deloitte Restructuring Inc. as receiver of all of the assets, undertakings and properties of Sage Gold (the “Receiver”) and at paragraph 9 of the Receivership Order, ordered a stay of proceedings against commencing or continuing any proceeding against or in respect of Sage Gold or the Subject Lands, including the proceedings commenced by Toromont in the Lien Action, except with the written consent of the Receiver or with leave of this Court. Attached hereto and marked as **Exhibit “D”** to this my Affidavit is a true copy of the Receivership Order, dated July 30, 2018.

11. The lawyer of record for the Receiver is Mr. Stephen Brown-Okruhlik of the law firm of McMillan LLP (“Mr. Brown-Okruhlik”).

THE CONSENT OF THE RECEIVER

12. On or about April 14, 2020, I wrote to Mr. Brown-Okruhlik to advise that I was required to set the Lien Action down for trial to avoid the Lien from expiring. As such, I requested that the Receiver consent to an Order setting the Lien Action down for trial pursuant to section 37 of the *Construction Act*, and that the Order would confirm that the Lien Action remains stayed unless otherwise ordered by the Court. Attached hereto and marked as **Exhibit “E”** to this my Affidavit is a true copy of my letter to Mr. Brown-Okruhlik, dated April 14, 2020.

13. Further to the preceding paragraph, on that same day, April 14, 2020, Mr. Brown-Okruhlik emailed me and advised that the Receiver is prepared to consent to lift the stay of proceedings for the purpose of setting the Lien Action down for trial, and requested a Consent and Draft Order for his review and approval. Attached hereto and marked as **Exhibit “F”** to this my Affidavit is a true copy of Mr. Brown-Okruhlik’s email to me dated April 14, 2020.

14. On or about May 5, 2020, I emailed Mr. Brown-Okruhlik a copy of the Draft Consent and Order and requested his authorization to execute the Draft Consent on his behalf. Attached hereto and marked as **Exhibit “G”** to this my Affidavit is a copy of my email to Mr. Brown-Okruhlik with attachments, dated May 5, 2020.

15. On or about May 5, 2020, Mr. Brown-Okruhlik sent me an email providing his Consent and authority for me to execute the Consent on his behalf. Attached hereto and marked as **Exhibit “H”** to this my Affidavit is a true copy of Mr. Mr. Brown-Okruhlik’s email to me dated May 5, 2020.

THE URGENCY OF THE RELIEF SOUGHT

16. On April 9, 2020, the Government of Ontario issued O. Reg 137/20 under the *Emergency and Civil Protection Act*, to lift the suspension of limitation and procedural time periods under the *Construction Act*, effective Thursday April 16, 2020.

17. Pursuant to section 37 of the *Construction Act*, a perfected lien expires immediately after the second anniversary of the commencement of the action that perfected the lien unless, on or before that anniversary, an order is made for the trial of an action in which the lien may be enforced or the action in which the lien may be enforced is set down for trial.

18. Toromont commenced the Lien Action on May 31, 2018, therefore, Toromont must set the Lien Action down for trial or obtain an order for the trial of the Lien Action by no later than Friday May 29, 2020, after which the Lien will expire and it will not be entitled to any relief under the *Construction Act*.

19. The Motion must be brought urgently, in order to prevent the Lien from expiring.

20. I swear this Affidavit in support of the relief sought and request that the Motion be read on an urgent basis and for no other improper purpose.

SWORN BEFORE ME at the City of
Brampton, in the Regional Municipality of Peel
on May.....5....., 2020



Commissioner for Taking Affidavits
(or as may be)

Kyle L. Kuczynski



NEETA SANDHU

This is Exhibit "A" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 6

Properties

PIN 65362 - 0302 LT
Description PCL 22364 SEC SEC SRO; PT LT 2 CON 6 GERMAN PT 3, 6R4717; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0535 LT
Description PCL 5748 SEC SEC; S PT LT 2 CON 6 GERMAN AS IN CP2433, EXCEPT SRO OF PT 3, 6R4717 AS IN C356102 AND SRO OF PT 4, 6R4717 AS IN C356101, S/T SPOUSAL INTEREST IN C386773; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0305 LT
Description PCL 22593 SEC SEC MRO; PT BROKEN LT 4 CON 6 GERMAN LYING SOUTH OF THE HIGH WATER MARK ON THE SOUTH SHORE OF MCINTOSH LAKE AND ITS OUTLET; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0311 LT
Description PCL 23144 SEC SEC MRO; N PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM FORTY-TWO CHAINS NINETY-FIVE LINKS, S/T THE DEBTS OF THE ESTATE OF KNUUTILA, MATT; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0154 LT
Description PCL 22093 SEC SEC SRO; PT S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; PT MINING CLAIM P29602 GERMAN; PT MINING CLAIM P29603 GERMAN; PT MINING CLAIM P30684 GERMAN LYING N OF PT 1, 6R3706, T/W PT 1, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0298 LT
Description PCL 17709 SEC SEC SRO; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28978 GERMAN; MINING CLAIM P28979 GERMAN; MINING CLAIM P28980 GERMAN; MINING CLAIM P28981 GERMAN; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0299 LT
Description PCL 17713 SEC SEC SRO; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28977 GERMAN; MINING CLAIM P29895 GERMAN; MINING CLAIM P29600 GERMAN; MINING CLAIM P29601 GERMAN; CITY OF TIMMINS
Address TIMMINS

PIN 65363 - 0158 LT
Description PCL 22095 SEC SEC SRO; PT N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L42606 STOCK; MINING CLAIM L42607 STOCK; MINING CLAIM L42609 STOCK; PT MINING CLAIM L43304 STOCK LYING N OF PT 1, 6R3705, T/W A ROW OVER PT 1, 6R3705 AS IN C286715; S/T C104869, C112719, C406839; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0199 LT
Description PCL 9238 SEC SEC; NE PT S PT LT 11 CON 6 STOCK; MINING CLAIM L.37438 STOCK AS IN CP4378, EXCEPT SRO AS IN C198366; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0186 LT
Description PCL 17702 SEC SEC SRO; NE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37438 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 19.75 CHAINS MEASURED NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE SAID W BOUNDARY 20.20 CHAINS, MORE OR LESS, TO THE INTERSECTION OF A LINE DRAWN W AST'Y ACROSS THE SAID LT FROM A POINT IN THE E BOUNDARY THEREOF, DISTANT SLY ALONG THE SAID E BOUNDARY 38.70 CHAINS FROM THE NE ANGLE OF THE SAID LT; THENCE E AST'Y ALONG THE LINE DRAWN W AST'Y AS AFORESAID 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO ITS INTERSECTION WITH A LINE DRAWN ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.67 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND TWENTY-TWO ONE-HUNDREDTHS (41.22) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0200 LT

Properties

Description PCL 9239 SEC SEC; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37439 STOCK AS IN CP4379, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0180 LT

Description PCL 17703 SEC SEC SRO; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37439 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT THE SE ANGLE OF THE SAID LT; THENCE WLY ALONG THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO A POINT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT 19.75 CHAINS; THENCE ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND EIGHTY-TWO ONE-HUNDREDTHS (40.82) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0184 LT

Description PCL 9250 SEC SEC; NE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37440 STOCK CONTAINING BY ADMEASUREMENT THIRTY-NINE AND THREE-EIGHTHS (39 3/8THS) ACRES, MORE OR LESS; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0182 LT

Description PCL 9249 SEC SEC; SE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37441 STOCK; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0185 LT

Description PCL 9240 SEC SEC; NW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37442 STOCK AS IN CP4380; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0181 LT

Description PCL 9243 SEC SEC; SW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37443 STOCK AS IN CP4383; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0201 LT

Description PCL 9241 SEC SEC; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37454 STOCK AS IN CP4381, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0187 LT

Description PCL 17704 SEC SEC SRO; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37454 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 20 CHAINS 8 LINKS MEASURED NLY PARALLEL TO THE SAID E BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE SAID E BOUNDARY 20.08 CHAINS, MORE OR LESS, TO THE S BOUNDARY OF THAT PT OF THE SAID LT GRANTED TO JAMES ROBERTSON LAIDLAW BY LETTERS PATENT DATED 30TH MARCH, 1915; THENCE WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT BEING ALONG THE S BOUNDARY OF LANDS GRANTED AS AFORESAID 21.17 CHAINS, MORE OR LESS, TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG SAID W BOUNDARY 20.08 CHAINS TO ITS INTERSECTION WITH A LINE DRAWN WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE ELY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND NINETY-TWO ONE-HUNDREDTHS (41.92) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0202 LT

Description PCL 9242 SEC SEC; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37455 STOCK AS IN CP4382, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0179 LT

Description PCL 17705 SEC SEC SRO; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37455 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE E BOUNDARY OF THE SAID LT 20.80 CHAINS; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID W BOUNDARY 20.08

Properties

CHAINS, MORE OR LESS, TO THE SW ANGLE OF THE SAID LT; THENCE ELY ALONG THE AFORESAID S BOUNDARY 20 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND SEVENTY-FOUR ONE HUNDREDTHS (40.74) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0211 LT

Description PCL 12837 SEC SEC; PT LT 11 CON 5 STOCK; MINING CLAIM L.42605 STOCK AS IN CP6663, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0212 LT

Description PCL 12821 SEC SEC; N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L.43304 STOCK; MINING CLAIM L.42606 STOCK; MINING CLAIM L.42607 STOCK; MINING CLAIM L.42609 STOCK EXCEPT SRO AS IN C198366; S/T C104869, C112719; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0183 LT

Description PCL 12822 SEC SEC; SW 1/4 LT 12 CON 6 STOCK; MINING CLAIM L.42608 STOCK; MINING CLAIM L.42729 STOCK; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0246 LT

Description PCL 12823 SEC SEC MRO; S1/2 OF N1/2 LT 12 CON 6 STOCK; MINING CLAIM L.46943 STOCK; MINING CLAIM L.46944 STOCK; BLACK RIVER-MATHESON

Address MATHESON

PIN 65362 - 0297 LT

Description PCL 667 SEC SEC; PT LT 2 CON 5 GERMAN AS IN NIP2564; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0551 LT

Description PCL 1184 SEC SEC; PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING S OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM 42 CHAINS 95 LINKS, RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR ROW 99 FT IN WIDTH ON AND OVER SAID LANDS OR ANY PT THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SRO IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 22ND FEBRUARY, 1909, EXCEPT SRO AS IN C353717; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0301 LT

Description PCL 12815 SEC SEC; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28978 GERMAN; MINING CLAIM P.28979 GERMAN; MINING CLAIM P.28980 GERMAN; MINING CLAIM P.28981 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0300 LT

Description PCL 12819 SEC SEC; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28977 GERMAN; MINING CLAIM P. 29600 GERMAN; MINING CLAIM P.29601 GERMAN; MINING CLAIM P.29895 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0507 LT

Description PCL 12814 SEC SEC; S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING ; MINING CLAIM P.29602 GERMAN ; MINING CLAIM P.29603 GERMAN ; MINING CLAIM P.30684 GERMAN ; MINING CLAIM P.30685 GERMAN CONTAINING BY ADMEASUREMENT ONE HUNDRED AND EIGHTY-TWO AND FIVE-TENTHS (182.5) ACRES, MORE OR LESS, EXCEPT SRO AS IN C198366; S/T C104870, C112719; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0505 LT

Description PCL 12817 SEC SEC; NE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29604 GERMAN AS IN CP6636, EXCEPT SRO AS IN C198366; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0156 LT

Description PCL 17711 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P29604 GERMAN AS IN C198366; CITY OF TIMMINS

Properties

<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0504 LT
<i>Description</i>	PCL 12818 SEC SEC; NW PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN CP6637, EXCEPT SRO AS IN C198366; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0157 LT
<i>Description</i>	PCL 17712 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN C198366; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0506 LT
<i>Description</i>	PCL 12816 SEC SEC; SE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.30683 GERMAN AS IN CP6635, EXCEPT SRO AS IN C198366; S/T C104871, C112719; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0155 LT
<i>Description</i>	PCL 22094 SEC SEC SRO; SE PT OF S PT LT 2 CON 5 GERMAN BEING; PT MINING CLAIM P30683 GERMAN LYING N OF PT 2, 6R3706, T/W ROW OVER PT 2 & 3, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0503 LT
<i>Description</i>	PCL 12820 SEC SEC MRO, IN, UPON AND UNDER THE; S 1/2 OF N 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.32143 GERMAN; MINING CLAIM P.32144 GERMAN CONTAINING BY ADMEASUREMENT NINETY-SIX AND SEVENTY-FIVE ONE-HUNDREDTHS (96.75) ACRES, MORE OR LESS; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65363 - 0188 LT
<i>Description</i>	PCL 10046 SEC SEC SRO; W 1/2 OF N PT LT 11 CON 6 STOCK LYING N OF A LINE DRAWN W ASTY ACROSS SAID LT FROM A POINT IN THE E BOUNDARY THEREOF DISTANT SLY ALONG SAID E BOUNDARY 38 CHAINS 70 LINKS FROM THE E ANGLE OF SAID LT; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0189 LT
<i>Description</i>	PCL 5901 SEC SEC SRO; E 1/2 OF N PT LT 11 CON 6 STOCK THE SAID N PT BEING ALL THAT PORTION OF SAID LT LYING N OF A LINE DRAWN W AST'Y ACROSS SAID LT FROM A POINT IN THE E LIMIT THEREOF, DISTANT SLY ALONG SAID E LIMIT 38 CHAINS 70 LINKS FROM THE NE ANGLE OF SAID LOT, CONTAINING BY ADMEASUREMENT EIGHTY (80) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0223 LT
<i>Description</i>	PCL 6281 SEC SEC MRO; PT LT 10 CON 6 STOCK LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL TO THE S BOUNDARY THEREOF AT A DISTANCE OF 40 CHAINS 16 LINKS N THEREFROM, CONTAINING BY ADMEASUREMENT ONE HUNDRED AND SIXTY (160) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0159 LT
<i>Description</i>	PCL 17715 SEC SEC SRO; PT LT 11 CON 5 STOCK BEING NW PT OF N PT; MINING CLAIM L42605 STOCK MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE N BOUNDARY OF THE SAID LT DISTANT 20 CHAINS MEASURED S 88 DEGREES 51 MINUTES W ALONG SAID N BOUNDARY FROM THE NE ANGLE OF THE SAID LT; THENCE S 0 DEGREES 33 MINUTES W 21.555 CHAINS; THENCE N 89 DEGREES 37 MINUTES W 20 CHAINS MORE OR LESS TO THE W BOUNDARY OF THE SAID LT; THENCE N 0 DEGREES 33 MINUTES E ALONG THE SAID W BOUNDARY 21.02 CHAINS MORE OR LESS TO THE NW ANGLE OF SAID LT; THENCE N 88 DEGREES 51 MINUTES E ALONG THE N BOUNDARY OF THE SAID LT 20 CHAINS MORE OR LESS TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-TWO AND FIFTY-SEVEN ONE-HUNDREDTHS (42.57) ACRES, MORE OR LESS; S/T C112719, C406839; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0218 LT
<i>Description</i>	PCL 8724 SEC SEC MRO; S 160 ACRES LT 11 CON 5 STOCK; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0001 LT
<i>Description</i>	PCL 1763 SEC LC MRO; N 1/2 OF N 1/2 LT 12 CON 6 STOCK BEING; MINING CLAIM P

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 5 of 6

Properties

724525 STOCK; MINING CLAIM P 724526 STOCK; BLACK RIVER-MATHESON

Address MATHESON

PIN 65362 - 0567 LT

Description PCL 1763 SEC LC MRO; N 1/2 OF N 1/2 LT 1 CON 6 GERMAN BEING; MINING CLAIM P 723319 GERMAN; MINING CLAIM P 723320 GERMAN; CITY OF TIMMINS

Address TIMMINS

Consideration

Consideration \$88,683.12

Claimant(s)

Name TOROMONT INDUSTRIES LTD.

Address for Service c/o Pallett Valo LLP

Lawyers &

Trade-Mark Agents

77 City Centre

Drive

West Tower, Suite

300

Mississauga, Ontario L5B 1M5

Tel:

905-273-3300

Fax: 905-273-6920

I, JOE GIGANTE, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, JOE GIGANTE, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Sage Gold Inc., 67 Yonge Street, Toronto, Ontario, M5E 1J8 Name and address of person to whom lien claimant supplied services or materials Sage Gold Inc., 67 Yonge Street, Toronto, Ontario, M5E 1J8 Time within which services or materials were supplied from 2017/01/26 to 2018/03/05 Short description of services or materials that have been supplied Rental Equipment and related services; Contract price or subcontract price \$88,683.12, inclusive of HST; Amount claimed as owing in respect of services or materials that have been supplied \$88,683.12, inclusive of HST;

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: Toromont Industries Ltd. carries on business as Battlefield Equipment Rentals.

Signed By

Maria Ruberto

77 City Centre Drive, West Tower, acting for
Suite 300 Applicant(s)
Mississauga
L5B 1M5

Signed 2018 03 29

Tel 905-273-3300

Fax 905-273-6920

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

PALLET VALO LLP

77 City Centre Drive, West Tower,
Suite 300
Mississauga
L5B 1M5

2018 03 29

Tel 905-273-3300

Fax 905-273-6920

Fees/Taxes/Payment

Statutory Registration Fee \$63.65

Total Paid \$63.65

The applicant(s) hereby applies to the Land Registrar.

File Number

Claimant Client File Number : 79266

CLAIM FOR LIEN
(PAGE 1)

Form 8
CLAIM FOR LIEN
UNDER SECTION 34 OF THE ACT
Construction Lien Act

Name of Lien Claimant: TOROMONT INDUSTRIES LTD.

Address for Service: c/o Pallett Valo LLP, Lawyers and Trade-Mark Agents, 77 City Centre Drive, West Tower, Suite 300, Mississauga, Ontario L5B 1M5

Name and Addresses of Owners:

- (1) Sage Gold Inc.
67 Yonge Street
Toronto, Ontario M5E 1J8
- (2) Ministry of Northern Development and Mines
c/o Provincial Mining Recorder
Willet Green Miller Centre, Level B3,
933 Ramsey Lake Road
Sudbury, Ontario P3E 6B5
- (3) Ministry of Northern Development and Mines
c/o Director of Legal Services
Macdonald Block, Room M2-24
900 Bay Street
Toronto, Ontario M7A 1C3

Name of person to whom lien claimant supplied services or materials:

Sage Gold Inc.

Address: 67 Yonge Street, Toronto, Ontario M5E 1J8

Time within which services or materials were supplied:

From: January 26, 2017 To: March 5, 2018

Short description of services or materials that have been supplied:

Rental Equipment and related services.

Contract Price or subcontract price: \$88,683.12, inclusive of HST

Amount claimed as owing in respect of services or materials that have been supplied: \$88,683.12, inclusive of HST

(Use A where the lien attaches to the premises; use B where the lien does not attach to the premises)

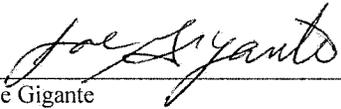
A. ~~The lien claimant~~ **(if claimant is a personal representative or assignee this must be stated)* ~~claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.~~

CLAIM FOR LIEN
(PAGE 2)

- B. The lien claimant claims a charge against the holdbacks required to be retained under the *Act* and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at: All unpatented lands and unpatented mining claims encompassing the Clavos Mine owned and operated by Sage Gold Inc., located in German, Stock and Clergue Townships, Ontario.

**TOROMONT INDUSTRIES LTD. carrying on
business as BATTLEFIELD EQUIPMENT
RENTALS**

Date: March 29th, 2018

Per: 
Joe Gigante

I have authority to bind the corporation

This is Exhibit "B" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

CV-1B-0000097-000
Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Lien Act*, R.S.O. 1990, c. C.30

BETWEEN:

(Court Seal)

TOROMONT INDUSTRIES LTD. carrying on business as
BATTLEFIELD EQUIPMENT RENTALS

Plaintiff

and

SAGE GOLD INC. and
CRH FUNDING II PTE LTD.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

~~If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.~~

~~Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES,

CLAIM

1. A. THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS, OR EITHER OF THEM:

- (a) payment of the sum of \$88,683.12, inclusive of HST;
- (b) alternatively, damages in the amount of \$88,683.12, inclusive of HST, on the basis of *quantum meruit* or unjust enrichment;
- (c) payment of pre-judgment interest on each unpaid invoice balance referred to in Schedule "A", attached hereto, from the 30th day following the date of each invoice at the rate of 24% per annum;
- (d) alternatively, payment of pre-judgment interest on the sum of \$88,683.12 in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (e) post-judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (f) that in default of payment of the sum of \$88,683.12 plus costs, that the estate and interest of the Defendants, or either of them, in the lands and premises to which the lien hereinafter described attaches and which are the subject matter of this action, be sold and the proceeds applied toward payment of the Plaintiff's claim as aforesaid plus costs, pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990 c. C.30 (the "*Act*");

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- (g) full priority over the mortgage in favour of CRH Funding II Pte. Ltd., or alternatively, priority over the said mortgage to the extent that any portion of the said mortgage advanced exceeded the actual value of the lands and premises at the time the first lien arose, or, in the further alternative, priority over the said mortgage to the extent of any unadvanced portions, or in the further alternative, priority to the extent of any deficiencies in the holdback required to be maintained pursuant to the provisions of the *Act*.
- (h) for all purposes aforesaid and for all other purposes, that accounts be taken and directions be given; and
- (i) such further and other relief as this Honourable Court deems just.

B. THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT, SAGE GOLD INC.:

- (a) payment of the additional sum of \$149,638.30, inclusive of HST, for unpaid invoices;
- (b) alternatively, damages in the amount of \$149,638.30, inclusive of HST, on the basis of *quantum meruit* or unjust enrichment;
- (c) payment of pre-judgment interest on each unpaid invoice balance referred to in Schedule "B", attached hereto, from the 30th day following the date of each invoice at the rate of 24% per annum;

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- (d) alternatively, payment of pre-judgment interest on the sum of \$149,638.30 in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (e) post-judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (f) costs of this action including all HST attributable to any award of costs; and
- (g) such further and other relief as this Honourable Court deems just.

THE PARTIES

2. The Plaintiff, Toromont Industries Ltd., is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business as a supplier of rental equipment and related parts and services under the registered business name of Battlefield Equipment Rentals ("Battlefield").

3. The Defendant, Sage Gold Inc. ("Sage Gold"), is, and at all material times was, the registered owner of the lands and premises known as the Clavos Gold Mine located in German, Stock and Clergue Townships, Ontario, which are the lands and premises to which the Construction Lien and Claim for Lien hereinafter described attaches (the "Subject Lands").

4. The Defendant, CRH Funding II Pte. Ltd., ("CRH Funding"), is a corporation who carries on business as a lender of money secured by mortgage.

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THE AGREEMENT

5. On or about June 10, 2017, Sage Gold submitted a Credit Application to the Plaintiff (the "Credit Application").

6. The Credit Application was approved by the Plaintiff and the Plaintiff and Sage Gold, entered into an agreement whereby the Plaintiff agreed to supply various rental equipment and related services (the "Equipment") to Sage Gold from time to time, for the improvement of the Subject Lands (the "Agreement").

7. It was a term of the Agreement that payment of each invoice would be due by the 30th day following the date of the invoice (the "Due Date").

8. It was also a term of the Agreement that interest at the rate of 24% per annum would accrue on each unpaid invoice balance after the Due Date.

9. The Plaintiff rendered invoices to Sage Gold from time to time for the Equipment in accordance with the Agreement.

THE INDEBTEDNESS

10. As of the date hereof, Sage Gold remains indebted to the Plaintiff in the total sum of \$238,321.42 for the Equipment supplied for the improvement of the Subject Lands.

11. Particulars of the Equipment supplied by the Plaintiff to Sage Gold and for which payment has not been received, are contained in the invoices listed in Schedules "A" and "B" attached hereto, which were sent or delivered to Sage Gold on or about their respective dates.

THE LIEN

12. By reason of supplying the Equipment to the Subject Lands, the Plaintiff became entitled to a lien upon the interest of the Defendants, or either of them, in the Subject Lands.

13. On March 29, 2018, the Plaintiff caused to be registered a Construction Lien in the amount of \$88,683.12, against title to the Subject Lands in the Lands Registry Office for the Land Titles Division of the Town of Cochrane (No. 6), as Instrument No. CB138648. Attached hereto as Schedule "C" is a true copy of the Construction Lien.

14. The Subject Lands were at all material times occupied by the Defendants, and are the lands for which the Plaintiff supplied the Equipment at the request of, on behalf of, with the consent and for the direct benefit of the Defendants, and accordingly, the Defendants are, and at all material times were, owners within the meaning of section 1(1) of the *Act*.

THE MORTGAGE

15. CRH Funding is the holder of a mortgage in the principal sum of \$43,000,000.00 registered on title to the Subject Lands on November 22, 2016 as Instrument No. CB127780 (the "Mortgage").

16. The Plaintiff states that the Mortgage was given and taken with the intention to secure the financing of the improvements herein and the Plaintiff claims that it has full priority over the Mortgage.

17. Alternatively, the Plaintiff states that its lien has priority over the Mortgage to the extent of any deficiency in the holdbacks required to be retained pursuant to the provisions of the *Act*.

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18. In the further alternative, the Plaintiff states that its lien has priority over the Mortgage to the extent that any portion of monies advanced under the Mortgage exceed the actual value of the Subject Lands at the time when the first lien arose.

19. In the further alternative, the Plaintiff states that its lien has priority over the Mortgage to the extent of any unadvanced portion thereof.

20. The Plaintiff states that the knowledge of all advances made pursuant to the Mortgage is within the knowledge of the Defendants.

UNJUST ENRICHMENT / QUANTUM MERUIT

21. In the alternative, the Plaintiff states that by reason of supplying the Equipment to Sage Gold, Sage Gold, has received the benefit of same and has been unjustly enriched in the amount of \$238,321.42 at the expense and to the detriment of the Plaintiff. The Plaintiff pleads and relies upon the doctrine of unjust enrichment.

22. In the further alternative, the Plaintiff states that it is entitled to damages in the amount of \$238,321.42 as against Sage Gold on the basis of *quantum meruit*.

OUT OF PROVINCE SERVICE

23. In serving CRH Funding with this claim in Singapore, and New York, the Plaintiff relies on Rule 17.02 subparagraphs (a), (e), (f), (g) and (n), specifically relying on the following facts:

- (a) the Subject Lands are located in Ontario;
- (b) the Mortgage is registered on title to the Subject Lands located in Ontario;
- (c) the Agreement was made in Ontario; and

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(d) CRH Funding is a necessary or proper party to the action.

May , 2018

PALLET VALO LLP
Lawyers & Trade-Mark Agents
77 City Centre Drive, West Tower
Suite 300
Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)
NEETA SANDHU (LSO #71049A)
Tel: (905) 273-3300
Fax: (905) 273-6920
Email: mruberto@pallettvalo.com
Email: nsandhu@pallettvalo.com

Lawyers for the Plaintiff

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SCHEDULE "A"

Date	Invoice No.	Amount Outstanding
07/11/2017	62104093	\$6,780.00
07/28/2017	62104440	\$3,030.66
07/31/2017	62104496	\$7,071.54
07/31/2017	62104501	\$1,015.87
08/09/2017	62104682	\$6,780.00
08/31/2017	62105168	\$893.78
09/05/2017	62105201	\$6,780.00
09/12/2017	62105352	\$5,370.89
09/19/2017	62105459	\$8,056.34
10/03/2017	62105752	\$6,780.00
10/31/2017	62106259	\$6,780.00
12/13/2017	62106851	\$6,780.00
12/22/2017	62107013	\$6,780.00
01/25/2018	62107254	\$6,780.00
02/20/2018	62107474	\$6,780.00
03/13/2018	60110123	\$2,224.04
TOTAL		\$88,685.12

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SCHEDULE "B"

Date	Invoice No.	Amount Outstanding
03/20/2018	62107713	\$6,780.00
04/18/2018	62107713	\$6,780.00
05/15/2018	62108287	\$6,780.00
05/29/2018	50019589	\$129,298.30
TOTAL		\$149,638.30

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SCHEDULE "C"

LRO # 0 Construction Lien

Received as CB138648 on 2018 03 29 at 14:55

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 6

Properties:	
PN#	05302-0302 LT
Description	PCL 22304 SEC SEC SRO; PT LT 2 CON 6 GERMAN PT 3, BR4717; CITY OF TIMMINS
Address	TIMMINS
PN#	05302-0535 LT
Description	PCL 6748 SEC SEC; S PT LT 2 CON 6 GERMAN AS IN CF2433, EXCEPT SRO OF PT 3, BR4717 AS IN C356102 AND SRO OF PT 4, BR4717 AS IN C356101, S/T SPOUSAL INTEREST IN C380773; CITY OF TIMMINS
Address	TIMMINS
PN#	05302-0206 LT
Description	PCL 22503 SEC SEC MRO; PT BROKEN LT 4 CON 6 GERMAN LYING SOUTH OF THE HIGH WATER MARK ON THE SOUTH SHORE OF MONTOSH LAKE AND ITS OUTLET; CITY OF TIMMINS
Address	TIMMINS
PN#	05302-0311 LT
Description	PCL 23144 SEC SEC MRO; N PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM FORTY-TWO CHAINS NINETY-FIVE LINKS, S/T THE DEBTS OF THE ESTATE OF KAUTILA, MATT; CITY OF TIMMINS
Address	TIMMINS
PN#	05302-0154 LT
Description	PCL 22003 SEC SEC SRO; PT S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING: PT MINING CLAIM P2002 GERMAN; PT MINING CLAIM P2003 GERMAN; PT MINING CLAIM P3004 GERMAN LYING N OF PT 1, BR4705; T/W PT 1, BR4700 AS IN C280716; S/T C104871, C400840; CITY OF TIMMINS
Address	TIMMINS
PN#	05302-0209 LT
Description	PCL 17708 SEC SEC SRO; N 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING: MINING CLAIM P28978 GERMAN; MINING CLAIM P28970 GERMAN; MINING CLAIM P28980 GERMAN; MINING CLAIM P28981 GERMAN; CITY OF TIMMINS
Address	TIMMINS
PN#	05302-0200 LT
Description	PCL 17713 SEC SEC SRO; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING: MINING CLAIM P28977 GERMAN; MINING CLAIM P28985 GERMAN; MINING CLAIM P29003 GERMAN; MINING CLAIM P2001 GERMAN; CITY OF TIMMINS
Address	TIMMINS
PN#	05303-0158 LT
Description	PCL 22005 SEC SEC SRO; PT N 1/2 LT 12 CON 6 STOCK; MINING CLAIM L42006 STOCK; MINING CLAIM L42507 STOCK; MINING CLAIM L42908 STOCK; PT MINING CLAIM L43304 STOCK LYING N OF PT 1, BR3705, T/W A ROW OVER PT 1, BR3705 AS IN C280716; S/T C104869, C112719, CR28939; BLACK RIVER-MATHESON
Address	MATHESON
PN#	05303-0100 LT
Description	PCL 9038 SEC SEC; NE PT S PT LT 11 CON 6 STOCK; MINING CLAIM L37438 STOCK AS IN C44378, EXCEPT SRO AS IN C108366; BLACK RIVER-MATHESON
Address	MATHESON
PN#	05303-0160 LT
Description	PCL 17702 SEC SEC SRO; NE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37438 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 19.75 CHAINS MEASURED NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTW THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE SAID W BOUNDARY 20.20 CHAINS, MORE OR LESS, TO THE INTERSECTION OF A LINE DRAWN WASTY ACROSS THE SAID LT FROM A POINT IN THE E BOUNDARY THEREOF, DISTANT SLY ALONG THE SAID E BOUNDARY 33.70 CHAINS FROM THE NE ANGLE OF THE SAID LT; THENCE E ASTY ALONG THE LINE DRAWN WASTY AS AFORESAID 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO ITS INTERSECTION WITH A LINE DRAWN ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.67 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND TWENTY-TWO ONE-HUNDREDTHS (41.22) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address	MATHESON
PN#	05303-0200 LT

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L150 # 0 Construction Lien

Received as GB138648 on 2018 03 20 at 14:55

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Properties	
Description	PCL 0230 SEC SEC; SE PT OF S PT LT 11 CON 0 STOCK; MINING CLAIM L37439 STOCK AS IN CP4370, EXCEPT SRO AS IN C198300; S/T C112719; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0180 LT
Description	PCL 17703 SEC SEC SRO; SE PT OF S PT LT 11 CON 0 STOCK; MINING CLAIM L37430 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT THE SE ANGLE OF THE SAID LT; THENCE WLY ALONG THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO A POINT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT 19.76 CHAINS; THENCE ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND EIGHTY-TWO ONE-HUNDREDTHS (40.82) ACRES, MORE OR LESS; S/T C112719, C408841; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0181 LT
Description	PCL 0260 SEC SEC; NE 1/4 OF S 1/2 LT 12 CON 0 STOCK; MINING CLAIM L37440 STOCK CONTAINING BY ADMEASUREMENT THIRTY-NINE AND THREE-EIGHTHS (39 3/8THS) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0182 LT
Description	PCL 0240 SEC SEC; SE 1/4 OF S 1/2 LT 12 CON 0 STOCK; MINING CLAIM L37441 STOCK; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0183 LT
Description	PCL 0240 SEC SEC; NW PT OF S PT LT 11 CON 0 STOCK; MINING CLAIM L37442 STOCK AS IN CP4380; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0184 LT
Description	PCL 0240 SEC SEC; SW PT OF S PT LT 11 CON 0 STOCK; MINING CLAIM L37443 STOCK AS IN CP4383; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0201 LT
Description	PCL 0241 SEC SEC; NW PT OF S PT LT 10 CON 0 STOCK; MINING CLAIM L37451 STOCK AS IN CP4391, EXCEPT SRO AS IN C198300; S/T C112719; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0187 LT
Description	PCL 17704 SEC SEC SRO; NW PT OF S PT LT 10 CON 0 STOCK; MINING CLAIM L37454 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 20 CHAINS 8 LINKS MEASURED NLY PARALLEL TO THE SAID E BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE SAID E BOUNDARY 20.08 CHAINS, MORE OR LESS, TO THE S BOUNDARY OF THAT PT OF THE SAID LT GRANTED TO JAMES ROBERTSON LAIDLAW BY LETTERS PATENT DATED 30TH MARCH, 1915; THENCE WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT BEING ALONG THE S BOUNDARY OF LANDS GRANTED AS AFORESAID 21.17 CHAINS, MORE OR LESS, TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG SAID W BOUNDARY 20.08 CHAINS TO ITS INTERSECTION WITH A LINE DRAWN WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE ELY PARALLEL TO THE SAID S BOUNDARY 20.68 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND NINETY-TWO ONE-HUNDREDTHS (41.92) ACRES, MORE OR LESS; S/T C112719, C408841; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0202 LT
Description	PCL 0242 SEC SEC; SW PT OF S PT LT 10 CON 0 STOCK; MINING CLAIM L37455 STOCK AS IN CP4382, EXCEPT SRO AS IN C198300; S/T C112719; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0179 LT
Description	PCL 17705 SEC SEC SRO; SW PT OF S PT LT 10 CON 0 STOCK; MINING CLAIM L37456 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE E BOUNDARY OF THE SAID LT 20.90 CHAINS; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.88 CHAINS TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID W BOUNDARY 20.08

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[FORM 6 Construction Lien

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Properties	
Address	CHAINS, MORE OR LESS, TO THE SW ANGLE OF THE SAID LT; THENCE ELY ALONG THE AFORESAID S BOUNDARY 20 CHAINS, MORE OR LESS, TO THE POC CONTAINING BY ADMEASUREMENT FORTY AND SEVENTY-FOUR ONE HUNDREDTHS (40.74) ACRES, MORE OR LESS; S/T 0112718, C108841; BLACK RIVER-MATHESON.
Address	MATHESON
FIN	65303-0211 LT
Description	PCL 12837 SEC SEC; PT LT 11 CON 5 STOCK; MINING CLAIM L42005 STOCK AS IN CP0003, EXCEPT SRO AS IN C108300; S/T 0112719; BLACK RIVER-MATHESON
Address	MATHESON
FIN	65303-0212 LT
Description	PCL 12821 SEC SEC; N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L43304 STOCK; MINING CLAIM L42008 STOCK; MINING CLAIM L42007 STOCK; MINING CLAIM L42009 STOCK EXCEPT SRO AS IN C108300; S/T 0104800, 0112719; BLACK RIVER-MATHESON.
Address	MATHESON
FIN	65303-0183 LT
Description	PCL 12822 SEC SEC; SW 1/4 LT 12 CON 6 STOCK; MINING CLAIM L42008 STOCK; MINING CLAIM L42720 STOCK; BLACK RIVER-MATHESON
Address	MATHESON
FIN	65303-0240 LT
Description	PCL 12823 SEC SEC MRD; S 1/2 OF N 1/2 LT 12 CON 8 STOCK; MINING CLAIM L46043 STOCK; MINING CLAIM L40044 STOCK; BLACK RIVER-MATHESON
Address	MATHESON
FIN	65302-0207 LT
Description	PCL 687 SEC SEC; PT LT 2 CON 5 GERMAN AS IN NIP2504; CITY OF TIMMINS
Address	TIMMINS
FIN	65302-0561 LT
Description	PCL 1194 SEC SEC; PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING S OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM 42 CHAINS 85 LINKS, RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR ROW 60 FT IN WIDTH ON AND OVER SAID LANDS OR ANY PT THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SRO IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 22ND FEBRUARY, 1909, EXCEPT SRO AS IN C363717; CITY OF TIMMINS
Address	TIMMINS
FIN	65302-0301 LT
Description	PCL 12815 SEC SEC; N 1/2 LT 4 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28975 GERMAN; MINING CLAIM P.28978 GERMAN; MINING CLAIM P.28980 GERMAN; MINING CLAIM P.28981 GERMAN EXCEPT SRO AS IN C108300; CITY OF TIMMINS
Address	TIMMINS
FIN	65302-0300 LT
Description	PCL 12810 SEC SEC; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28977 GERMAN; MINING CLAIM P. 28980 GERMAN; MINING CLAIM P.28981 GERMAN; MINING CLAIM P.28985 GERMAN, EXCEPT SRO AS IN C108300; CITY OF TIMMINS
Address	TIMMINS
FIN	65302-0507 LT
Description	PCL 12814 SEC SEC; S 1/2 LT 1 CON 9 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.29002 GERMAN; MINING CLAIM P.29003 GERMAN; MINING CLAIM P.30084 GERMAN; MINING CLAIM P.30085 GERMAN CONTAINING BY ADMEASUREMENT ONE HUNDRED AND EIGHTY-TWO AND FIVE-TENTHS (182.5) ACRES, MORE OR LESS, EXCEPT SRO AS IN C108300; S/T 0104870, 0112719; CITY OF TIMMINS
Address	TIMMINS
FIN	65302-0505 LT
Description	PCL 12817 SEC SEC; NE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29004 GERMAN AS IN CP0030, EXCEPT SRO AS IN C108300; CITY OF TIMMINS
Address	TIMMINS
FIN	65302-0188 LT
Description	PCL 17711 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P29004 GERMAN AS IN C108300; CITY OF TIMMINS

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LRO # 6 Construction Lien

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Properties	
Address	TIMMINS
PIN	65382 - 0504 LT
Description	PCL 12818 SEC SEC; NW PT OF S FT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.20005 GERMAN AS IN CP0537, EXCEPT SRO AS IN C106300; CITY OF TIMMINS
Address	TIMMINS
PIN	65382 - 0157 LT
Description	PCL 17712 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.20006 GERMAN AS IN C106300; CITY OF TIMMINS
Address	TIMMINS
PIN	65382 - 0501 LT
Description	PCL 12818 SEC SEC; SE PT OF S FT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.20005 GERMAN AS IN CP0537, EXCEPT SRO AS IN C106300; S/T C104871, C112718; CITY OF TIMMINS
Address	TIMMINS
PIN	65382 - 0155 LT
Description	PCL 22004 SEC SEC SRO; SE PT OF S FT LT 2 CON 5 GERMAN BEING; PT MINING CLAIM P.30083 GERMAN LYING N OF PT 2, 6R3700; T/W ROW OVER PT 2 & 3, 6R3706 AS IN C286715; S/T C104871, C400840; CITY OF TIMMINS
Address	TIMMINS
PIN	65382 - 0903 LT
Description	PCL 12820 SEC SEC MRO, IN, UPON AND UNDER THE; S 1/2 OF N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.32143 GERMAN; MINING CLAIM P.32144 GERMAN CONTAINING BY ADMEASUREMENT NINETY-SIX AND SEVENTY-FIVE ONE HUNDREDTHS (96.76) ACRES, MORE OR LESS; CITY OF TIMMINS
Address	TIMMINS
PIN	66383 - 0188 LT
Description	PCL 10048 SEC SEC SRO; W 1/2 OF N FT LT 11 CON 5 STOCK LYING N OF A LINE DRAWN WASTY ACROSS SAID LT FROM A POINT IN THE E BOUNDARY THEREOF DISTANT SLY ALONG SAID E BOUNDARY 98 CHAINS 70 LINKS FROM THE E ANGLE OF SAID LT; BLACK RIVER-MATHESON
Address	MATHESON
PIN	66383 - 0189 LT
Description	PCL 6001 SEC SEC SRO; E 1/2 OF N FT LT 11 CON 5 STOCK THE SAID N PT BEING ALL THAT PORTION OF SAID LT LYING N OF A LINE DRAWN WASTY ACROSS SAID LT FROM A POINT IN THE E LIMIT THEREOF, DISTANT SLY ALONG SAID E LIMIT 98 CHAINS 70 LINKS FROM THE NE ANGLE OF SAID LOT, CONTAINING BY ADMEASUREMENT EIGHTY (80) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65363 - 0223 LT
Description	PCL 6281 SEC SEC MRO; FT LT 10 CON 5 STOCK LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL TO THE S BOUNDARY THEREOF AT A DISTANCE OF 40 CHAINS 10 LINKS N THEREFROM, CONTAINING BY ADMEASUREMENT ONE HUNDRED AND SIXTY (160) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65303 - 0150 LT
Description	PCL 17715 SEC SEC SRO; PT LT 11 CON 5 STOCK BEING NW PT OF N FT; MINING CLAIM L42806 STOCK MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE N BOUNDARY OF THE SAID LT DISTANT 20 CHAINS MEASURED S 88 DEGREES 51 MINUTES W ALONG SAID N BOUNDARY FROM THE NE ANGLE OF THE SAID LT; THENCE S 0 DEGREES 33 MINUTES W 21.553 CHAINS; THENCE N 80 DEGREES 37 MINUTES W 20 CHAINS MORE OR LESS TO THE W BOUNDARY OF THE SAID LT; THENCE N 0 DEGREES 33 MINUTES E ALONG THE SAID W BOUNDARY 21.02 CHAINS MORE OR LESS TO THE NW ANGLE OF SAID LT; THENCE N 88 DEGREES 51 MINUTES E ALONG THE N BOUNDARY OF THE SAID LT 20 CHAINS MORE OR LESS TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-TWO AND FIFTY-SEVEN ONE-HUNDREDTHS (42.57) ACRES, MORE OR LESS; S/T C112710, C400830; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65983 - 0218 LT
Description	PCL 6724 SEC SEC MRO; S 100 ACRES LT 11 CON 5 STOCK; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65203 - 0001 LT
Description	PCL 1763 SEC LC MRO; N 1/2 OF N 1/2 LT 12 CON 5 STOCK BEING; MINING CLAIM P

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LRO # 5 Construction Lien

Reopened as CB 136648 on 2018 03 29 at 14:28

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 5 of 6

Properties:

Address: 724525 STOCK MINING CLAIM P 724526 STOCK BLACK RIVER MATHESON

Address: MATHESON

PIN: 05302 - 0087 LT

Description: PCL 1763 SEC LC MER; N 1/2 OF N 1/2 LY 1 CON 6 GERMAN BEING MINING CLAIM
P 723318 GERMAN MINING CLAIM P 723320 GERMAN CITY OF TIMMINS

Address: TIMMINS

Consideration

Consideration: \$88,893.12

Claimant(s)

Name: TROMONT INDUSTRIES LTD.

Address for Service: c/o Pallett Valo LLP

Lawyers &
Trade-Mark Agents
77 City CentreDrive
West Tower, Suite
300

Mississauga, Ontario L5B 1M6

Tel:

905-273-3300

Fax: 905-273-8020

I, JOE GIGANTE, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, JOE GIGANTE, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner: Sage Gold Inc., 87 Yonge Street, Toronto, Ontario, M5E 1J8 Name and address of person to whom lien claimant supplied services or materials: Sage Gold Inc., 87 Yonge Street, Toronto, Ontario, M5E 1J8 Time within which services or materials were supplied from 2017/01/26 to 2018/03/05 Short description of services or materials that have been supplied: Rental Equipment and related services; Contract price or subcontract price: \$88,893.12, inclusive of HST; Amount claimed as owing in respect of services or materials that have been supplied: \$88,893.12, inclusive of HST;

The lien claimant claims a lien against the interest of every person identified as an owner of the properties described in said PIN to this lien Schedule: Tromont Industries Ltd. carries on business as Balfield Equipment Rentals.

Signed By

Maria Ruberto

77 City Centre Drive, West Tower, acting for
Suite 300 Applicant(s)
Mississauga:
L5B 1M6

Signed 2018 03 29

Tel: 905-273-3300

Fax: 905-273-8020

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

PALLETT VALO LLP

77 City Centre Drive, West Tower,
Suite 300
Mississauga,
L5B 1M6

2018 03 29

Tel: 905-273-3300

Fax: 905-273-8020

Fees/Taxes/Payment

Statutory Registration Fee

\$63.65

Total Paid

\$63.65

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LR# 0 Construction Lien
The applicant(s) hereby applies to the Land Registrar.

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yyyy/mm/dd Page 3 of 8

File Number	
Claimant Client File Number:	70203

TOROMONT INDUSTRIES LTD. carrying on business as
 BATTLEFIELD EQUIPMENT RENTALS
 Plaintiff

-and- SAGE GOLD INC. et al.

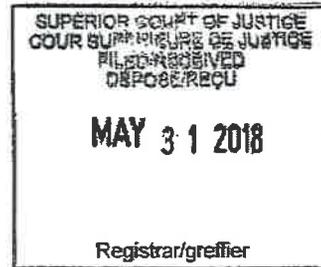
Defendants

CV-18-00000097-0001
 Court File No.

**ONTARIO
 SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Lien Act*, R.S.O. 1990, c.
 C.30

PROCEEDING COMMENCED AT
 COCHRANE



STATEMENT OF CLAIM

PALLET VALO LLP

Lawyers & Trade-Mark Agents
 77 City Centre Drive, West Tower
 Suite 300
 Mississauga, Ontario
 L5B 1M5

MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO #71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Email: mruberto@pallettvalo.com

Email: nsandhu@pallettvalo.com

Lawyers for the Plaintiff

Properties

<i>PIN</i>	65362 - 0302 LT
<i>Description</i>	PCL 22364 SEC SEC SRO; PT LT 2 CON 6 GERMAN PT 3, 6R4717; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0535 LT
<i>Description</i>	PCL 5748 SEC SEC; S PT LT 2 CON 6 GERMAN AS IN CP2433, EXCEPT SRO OF PT 3, 6R4717 AS IN C356102 AND SRO OF PT 4, 6R4717 AS IN C356101, S/T SPOUSAL INTEREST IN C386773; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0305 LT
<i>Description</i>	PCL 22593 SEC SEC MRO; PT BROKEN LT 4 CON 6 GERMAN LYING SOUTH OF THE HIGH WATER MARK ON THE SOUTH SHORE OF MCINTOSH LAKE AND ITS OUTLET; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0311 LT
<i>Description</i>	PCL 23144 SEC SEC MRO; N PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM FORTY-TWO CHAINS NINETY-FIVE LINKS, S/T THE DEBTS OF THE ESTATE OF KNUTTILA, MATT; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0154 LT
<i>Description</i>	PCL 22093 SEC SEC SRO; PT S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; PT MINING CLAIM P29602 GERMAN; PT MINING CLAIM P29603 GERMAN; PT MINING CLAIM P30684 GERMAN LYING N OF PT 1, 6R3706, T/W PT 1, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0298 LT
<i>Description</i>	PCL 17709 SEC SEC SRO; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28978 GERMAN; MINING CLAIM P28979 GERMAN; MINING CLAIM P28980 GERMAN; MINING CLAIM P28981 GERMAN; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0299 LT
<i>Description</i>	PCL 17713 SEC SEC SRO; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28977 GERMAN; MINING CLAIM P29895 GERMAN; MINING CLAIM P29600 GERMAN; MINING CLAIM P29601 GERMAN; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65363 - 0158 LT
<i>Description</i>	PCL 22095 SEC SEC SRO; PT N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L42606 STOCK; MINING CLAIM L42607 STOCK; MINING CLAIM L42609 STOCK; PT MINING CLAIM L43304 STOCK LYING N OF PT 1, 6R3705, T/W A ROW OVER PT 1, 6R3705 AS IN C286715; S/T C104869, C112719, C406839; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0199 LT
<i>Description</i>	PCL 9238 SEC SEC; NE PT S PT LT 11 CON 6 STOCK; MINING CLAIM L.37438 STOCK AS IN CP4378, EXCEPT SRO AS IN C198366; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0186 LT
<i>Description</i>	PCL 17702 SEC SEC SRO; NE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37438 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 19.75 CHAINS MEASURED NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE SAID W BOUNDARY 20.20 CHAINS, MORE OR LESS, TO THE INTERSECTION OF A LINE DRAWN W AST'Y ACROSS THE SAID LT FROM A POINT IN THE E BOUNDARY THEREOF, DISTANT SLY ALONG THE SAID E BOUNDARY 38.70 CHAINS FROM THE NE ANGLE OF THE SAID LT; THENCE E AST'Y ALONG THE LINE DRAWN W AST'Y AS AFORESAID 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO ITS INTERSECTION WITH A LINE DRAWN ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.67 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND TWENTY-TWO ONE-HUNDREDTHS (41.22) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0200 LT

LRO # 6 Certificate

Received as CB139863 on 2018 05 31 at 16:49

The applicant(s) hereby applies to the Land Registrar.

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Properties	
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<i>Description</i>	PCL 9239 SEC SEC; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37439 STOCK AS IN CP4379, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0180 LT
<i>Description</i>	PCL 17703 SEC SEC SRO; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37439 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT THE SE ANGLE OF THE SAID LT; THENCE WLY ALONG THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO A POINT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT 19.75 CHAINS; THENCE ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND EIGHTY-TWO ONE-HUNDREDTHS (40.82) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0184 LT
<i>Description</i>	PCL 9250 SEC SEC; NE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37440 STOCK CONTAINING BY ADMEASUREMENT THIRTY-NINE AND THREE-EIGHTHS (39 3/8THS) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0182 LT
<i>Description</i>	PCL 9249 SEC SEC; SE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37441 STOCK; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0185 LT
<i>Description</i>	PCL 9240 SEC SEC; NW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37442 STOCK AS IN CP4380; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0181 LT
<i>Description</i>	PCL 9243 SEC SEC; SW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37443 STOCK AS IN CP4383; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0187 LT
<i>Description</i>	PCL 17704 SEC SEC SRO; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37454 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 20 CHAINS 8 LINKS MEASURED NLY PARALLEL TO THE SAID E BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE SAID E BOUNDARY 20.08 CHAINS, MORE OR LESS, TO THE S BOUNDARY OF THAT PT OF THE SAID LT GRANTED TO JAMES ROBERTSON LAIDLAW BY LETTERS PATENT DATED 30TH MARCH, 1915; THENCE WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT BEING ALONG THE S BOUNDARY OF LANDS GRANTED AS AFORESAID 21.17 CHAINS, MORE OR LESS, TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG SAID W BOUNDARY 20.08 CHAINS TO ITS INTERSECTION WITH A LINE DRAWN WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE ELY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND NINETY-TWO ONE-HUNDREDTHS (41.92) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0202 LT
<i>Description</i>	PCL 9242 SEC SEC; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37455 STOCK AS IN CP4382, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0179 LT
<i>Description</i>	PCL 17705 SEC SEC SRO; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37455 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE E BOUNDARY OF THE SAID LT 20.80 CHAINS; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID W BOUNDARY 20.08 CHAINS, MORE OR LESS, TO THE SW ANGLE OF THE SAID LT; THENCE ELY ALONG THE AFORESAID S BOUNDARY 20 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND SEVENTY-FOUR ONE HUNDREDTHS (40.74) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON

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Properties

<i>PIN</i>	65363 - 0201 LT
<i>Description</i>	PCL 9241 SEC SEC; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37454 STOCK AS IN CP4381, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0211 LT
<i>Description</i>	PCL 12837 SEC SEC; PT LT 11 CON 5 STOCK; MINING CLAIM L.42605 STOCK AS IN CP6663, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0212 LT
<i>Description</i>	PCL 12821 SEC SEC; N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L.43304 STOCK; MINING CLAIM L.42606 STOCK; MINING CLAIM L.42607 STOCK; MINING CLAIM L.42609 STOCK EXCEPT SRO AS IN C198366; S/T C104869, C112719; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0183 LT
<i>Description</i>	PCL 12822 SEC SEC; SW 1/4 LT 12 CON 6 STOCK; MINING CLAIM L.42608 STOCK; MINING CLAIM L.42729 STOCK; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65363 - 0246 LT
<i>Description</i>	PCL 12823 SEC SEC MRO; S1/2 OF N1/2 LT 12 CON 6 STOCK; MINING CLAIM L.46943 STOCK; MINING CLAIM L.46944 STOCK; BLACK RIVER-MATHESON
<i>Address</i>	MATHESON
<i>PIN</i>	65362 - 0297 LT
<i>Description</i>	PCL 667 SEC SEC; PT LT 2 CON 5 GERMAN AS IN NIP2564; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0551 LT
<i>Description</i>	PCL 1184 SEC SEC; PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING S OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM 42 CHAINS 95 LINKS, RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR ROW 99 FT IN WIDTH ON AND OVER SAID LANDS OR ANY PT THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SRO IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 22ND FEBRUARY, 1909, EXCEPT SRO AS IN C353717; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0301 LT
<i>Description</i>	PCL 12815 SEC SEC; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28978 GERMAN; MINING CLAIM P.28979 GERMAN; MINING CLAIM P.28980 GERMAN; MINING CLAIM P.28981 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0300 LT
<i>Description</i>	PCL 12819 SEC SEC; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28977 GERMAN; MINING CLAIM P. 29600 GERMAN; MINING CLAIM P.29601 GERMAN; MINING CLAIM P.29895 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0507 LT
<i>Description</i>	PCL 12814 SEC SEC; S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.29602 GERMAN; MINING CLAIM P.29603 GERMAN; MINING CLAIM P.30684 GERMAN; MINING CLAIM P.30685 GERMAN CONTAINING BY ADMEASUREMENT ONE HUNDRED AND EIGHTY-TWO AND FIVE-TENTHS (182.5) ACRES, MORE OR LESS, EXCEPT SRO AS IN C198366; S/T C104870, C112719; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0505 LT
<i>Description</i>	PCL 12817 SEC SEC; NE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29604 GERMAN AS IN CP6636, EXCEPT SRO AS IN C198366; CITY OF TIMMINS
<i>Address</i>	TIMMINS
<i>PIN</i>	65362 - 0156 LT
<i>Description</i>	PCL 17711 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P29604 GERMAN AS IN C198366; CITY OF TIMMINS

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Address	TIMMINS
PIN	65362 - 0504 LT
Description	PCL 12818 SEC SEC; NW PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN CP6637, EXCEPT SRO AS IN C198366; CITY OF TIMMINS
Address	TIMMINS
PIN	65362 - 0157 LT
Description	PCL 17712 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN C198366; CITY OF TIMMINS
Address	TIMMINS
PIN	65362 - 0506 LT
Description	PCL 12816 SEC SEC; SE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.30683 GERMAN AS IN CP6635, EXCEPT SRO AS IN C198366; S/T C104871, C112719; CITY OF TIMMINS
Address	TIMMINS
PIN	65362 - 0155 LT
Description	PCL 22094 SEC SEC SRO; SE PT OF S PT LT 2 CON 5 GERMAN BEING; PT MINING CLAIM P30683 GERMAN LYING N OF PT 2, 6R3706, T/W ROW OVER PT 2 & 3, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS
Address	TIMMINS
PIN	65362 - 0503 LT
Description	PCL 12820 SEC SEC MRO, IN, UPON AND UNDER THE; S 1/2 OF N 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.32143 GERMAN; MINING CLAIM P.32144 GERMAN CONTAINING BY ADMEASUREMENT NINETY-SIX AND SEVENTY-FIVE ONE-HUNDREDTHS (96.75) ACRES, MORE OR LESS; CITY OF TIMMINS
Address	TIMMINS
PIN	65363 - 0188 LT
Description	PCL 10046 SEC SEC SRO; W 1/2 OF N PT LT 11 CON 6 STOCK LYING N OF A LINE DRAWN W AST'Y ACROSS SAID LT FROM A POINT IN THE E BOUNDARY THEREOF DISTANT SLY ALONG SAID E BOUNDARY 38 CHAINS 70 LINKS FROM THE E ANGLE OF SAID LT; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65363 - 0189 LT
Description	PCL 5901 SEC SEC SRO; E 1/2 OF N PT LT 11 CON 6 STOCK THE SAID N PT BEING ALL THAT PORTION OF SAID LT LYING N OF A LINE DRAWN W AST'Y ACROSS SAID LT FROM A POINT IN THE E LIMIT THEREOF, DISTANT SLY ALONG SAID E LIMIT 38 CHAINS 70 LINKS FROM THE NE ANGLE OF SAID LOT, CONTAINING BY ADMEASUREMENT EIGHTY (80) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65363 - 0223 LT
Description	PCL 6281 SEC SEC MRO; PT LT 10 CON 6 STOCK LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL TO THE S BOUNDARY THEREOF AT A DISTANCE OF 40 CHAINS 16 LINKS N THEREFROM, CONTAINING BY ADMEASUREMENT ONE HUNDRED AND SIXTY (160) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65363 - 0159 LT
Description	PCL 17715 SEC SEC SRO; PT LT 11 CON 5 STOCK BEING NW PT OF N PT; MINING CLAIM L42605 STOCK MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE N BOUNDARY OF THE SAID LT DISTANT 20 CHAINS MEASURED S 88 DEGREES 51 MINUTES W ALONG SAID N BOUNDARY FROM THE NE ANGLE OF THE SAID LT; THENCE S 0 DEGREES 33 MINUTES W 21.555 CHAINS; THENCE N 89 DEGREES 37 MINUTES W 20 CHAINS MORE OR LESS TO THE W BOUNDARY OF THE SAID LT; THENCE N 0 DEGREES 33 MINUTES E ALONG THE SAID W BOUNDARY 21.02 CHAINS MORE OR LESS TO THE NW ANGLE OF SAID LT; THENCE N 88 DEGREES 51 MINUTES E ALONG THE N BOUNDARY OF THE SAID LT 20 CHAINS MORE OR LESS TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-TWO AND FIFTY-SEVEN ONE-HUNDREDTHS (42.57) ACRES, MORE OR LESS; S/T C112719, C406839; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65363 - 0218 LT
Description	PCL 8724 SEC SEC MRO; S 160 ACRES LT 11 CON 5 STOCK; BLACK RIVER-MATHESON
Address	MATHESON
PIN	65363 - 0001 LT
Description	PCL 1763 SEC LC MRO; N 1/2 OF N 1/2 LT 12 CON 6 STOCK BEING; MINING CLAIM P

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Properties

724525 STOCK; MINING CLAIM P 724526 STOCK; BLACK RIVER-MATHESON
 Address MATHESON
 PIN 65362 - 0567 LT
 Description PCL 1763 SEC LC MRO; N 1/2 OF N 1/2 LT 1 CON 6 GERMAN BEING; MINING CLAIM P 723319 GERMAN; MINING CLAIM P 723320 GERMAN; CITY OF TIMMINS
 Address TIMMINS

Party From(s)

Name TOROMONT INDUSTRIES LTD.
 Address for Service c/o Pallett Valo LLP
 Lawyers &
 Trade-Mark Agents
 Attention: Maria
 Ruberto
 77 City Centre Drive
 West
 Tower, Suite 300
 Mississauga, Ontario
 L5B 1M5
 Tel: 905-273-3300
 Fax:
 905-273-6920

I, Joe Gigante, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Statements

This document relates to registration number(s)CB138648
 Schedule: See Schedules

Signed By

Babaneet Sandhu 77 City Centre Drive, West Tower, acting for Signed 2018 05 31
 Suite 300 Party From(s)
 Mississauga
 L5B 1M5

Tel 905-273-3300
 Fax 905-273-6920

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

PALLET VALO LLP 77 City Centre Drive, West Tower, 2018 05 31
 Suite 300
 Mississauga
 L5B 1M5

Tel 905-273-3300
 Fax 905-273-6920

Fees/Taxes/Payment

Statutory Registration Fee \$63.65
 Total Paid \$63.65

File Number

Party From Client File Number : 79266

FORM 10
CERTIFICATE OF ACTION UNDER SECTION 36 OF THE ACT

Construction Lien Act

A1-18-0000097-0000
 Court File No.

BETWEEN

(court seal)

SUPERIOR COURT OF JUSTICE
TOROMONT INDUSTRIES LTD. carrying on business as
BATTLEFIELD EQUIPMENT RENTALS

Plaintiff(s)

and
SAGE GOLD INC. and
CRH FUNDING II PTE. LTD.

Defendant(s)

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Superior Court of Justice under the *Construction Lien Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim(s) for lien bearing the following registration numbers:

CB138648

Date: MAY 31 2018

 mkydd.
 (registrar or local registrar)

SCHEDULE A

Description of premises:

- PIN** 65362 - 0302 LT
- Description** PCL 22364 SEC SEC SRO; PT LT 2 CON 6 GERMAN PT 3, 6R4717; CITY OF TIMMINS
- Address** TIMMINS

- PIN** 65362 - 0535 LT
- Description** PCL 5748 SEC SEC; S PT LT 2 CON 6 GERMAN AS IN CP2433, EXCEPT SRO OF PT 3, 6R4717 AS IN C356102 AND SRO OF PT 4, 6R4717 AS IN C356101, S/T SPOUSAL INTEREST IN C386773; CITY OF TIMMINS
- Address** TIMMINS

- PIN** 65362 - 0305 LT
- Description** PCL 22593 SEC SEC MRO; PT BROKEN LT 4 CON 6 GERMAN LYING SOUTH OF THE HIGH WATER MARK ON THE SOUTH SHORE OF MCINTOSH LAKE AND ITS OUTLET; CITY OF TIMMINS
- Address** TIMMINS

PIN 65362 - 0311 LT
Description PCL 23144 SEC SEC MRO; N PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM FORTY-TWO CHAINS NINETY-FIVE LINKS, S/T THE DEBTS OF THE ESTATE OF KNUUTILA, MATT; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0154 LT
Description PCL 22093 SEC SEC SRO; PT S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; PT MINING CLAIM P29602 GERMAN; PT MINING CLAIM P29603 GERMAN; PT MINING CLAIM P30684 GERMAN LYING N OF PT 1, 6R3706, T/W PT 1, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0298 LT
Description PCL 17709 SEC SEC SRO; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28978 GERMAN; MINING CLAIM P28979 GERMAN; MINING CLAIM P28980 GERMAN; MINING CLAIM P28981 GERMAN; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0299 LT
Description PCL 17713 SEC SEC SRO; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28977 GERMAN; MINING CLAIM P28995 GERMAN; MINING CLAIM P29600 GERMAN; MINING CLAIM P29601 GERMAN; CITY OF TIMMINS
Address TIMMINS

PIN 65363 - 0158 LT
Description PCL 22095 SEC SEC SRO; PT N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L42606 STOCK; MINING CLAIM L42607 STOCK; MINING CLAIM L42609 STOCK; PT MINING CLAIM L43304 STOCK LYING N OF PT 1, 6R3705, T/W A ROW OVER PT 1, 6R3705 AS IN C286715; S/T C104859, C112719, C406839; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0199 LT
Description PCL 9238 SEC SEC; NE PT S PT LT 11 CON 6 STOCK; MINING CLAIM L.37438 STOCK AS IN CP4378, EXCEPT SRO AS IN C198366; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0186 LT
Description PCL 17702 SEC SEC SRO; NE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37438 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 19.75 CHAINS MEASURED NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE SAID W BOUNDARY 20.20 CHAINS, MORE OR LESS, TO THE INTERSECTION OF A LINE DRAWN W ASTY ACROSS THE SAID LT FROM A POINT IN THE E BOUNDARY THEREOF, DISTANT SLY ALONG THE SAID E BOUNDARY 38.70 CHAINS FROM THE NE ANGLE OF THE SAID LT; THENCE E ASTY ALONG THE LINE DRAWN W ASTY AS AFORESAID 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO ITS INTERSECTION WITH A LINE DRAWN ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.67 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND TWENTY-TWO ONE-HUNDREDTHS (41.22) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address MATHESON
PIN 65363 - 0200 LT
Description PCL 9239 SEC SEC; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37439 STOCK AS IN CP4379, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON
Address MATHESON
PIN 65363 - 0180 LT
Description PCL 17703 SEC SEC SRO; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37439 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT THE SE ANGLE OF THE SAID LT; THENCE WLY ALONG THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO A POINT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT 19.75 CHAINS; THENCE ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND EIGHTY-TWO ONE-HUNDREDTHS (40.82) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON
Address MATHESON
PIN 65363 - 0184 LT
Description PCL 9250 SEC SEC; NE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37440 STOCK CONTAINING BY ADMEASUREMENT THIRTY-NINE AND THREE-EIGHTHS (39 3/8THS) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address MATHESON
PIN 65363 - 0182 LT
Description PCL 9249 SEC SEC; SE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37441 STOCK; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0185 LT
Description PCL 9240 SEC SEC; NW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37442 STOCK AS IN CP4380; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0181 LT
Description PCL 9243 SEC SEC; SW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37443 STOCK AS IN CP4383; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0201 LT
Description PCL 9241 SEC SEC; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37454 STOCK AS IN CP4381, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0187 LT
Description PCL 17704 SEC SEC SRO; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37454 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 20 CHAINS 8 LINKS MEASURED NLY PARALLEL TO THE SAID E BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE SAID E BOUNDARY 20.08 CHAINS, MORE OR LESS, TO THE S BOUNDARY OF THAT PT OF THE SAID LT GRANTED TO JAMES ROBERTSON LAIDLAW BY LETTERS PATENT DATED 30TH MARCH, 1915; THENCE WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT BEING ALONG THE S BOUNDARY OF LANDS GRANTED AS AFORESAID 21.17 CHAINS, MORE OR LESS, TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG SAID W BOUNDARY 20.08 CHAINS TO ITS INTERSECTION WITH A LINE DRAWN WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE ELY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND NINETY-TWO ONE-HUNDREDTHS (41.92) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0202 LT
Description PCL 9242 SEC SEC; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37455 STOCK AS IN CP4382, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0179 LT
Description PCL 17705 SEC SEC SRO; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37455 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE E BOUNDARY OF THE SAID LT 20.80 CHAINS; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID W BOUNDARY 20.08

CHAINS, MORE OR LESS, TO THE SW ANGLE OF THE SAID LT; THENCE ELY
ALONG THE AFORESAID S BOUNDARY 20 CHAINS, MORE OR LESS, TO THE POC,
CONTAINING BY ADMEASUREMENT FORTY AND SEVENTY-FOUR ONE
HUNDREDTHS (40.74) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK
RIVER-MATHESON

Address MATHESON

PIN 65363 - 0211 LT

Description PCL 12837 SEC SEC; PT LT 11 CON 5 STOCK; MINING CLAIM L42605 STOCK AS IN
CP6663, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0212 LT

Description PCL 12821 SEC SEC; N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L43304 STOCK;
MINING CLAIM L42606 STOCK; MINING CLAIM L42607 STOCK; MINING CLAIM
L42609 STOCK EXCEPT SRO AS IN C198366; S/T C104869, C112719; BLACK
RIVER-MATHESON

Address MATHESON

PIN 65363 - 0183 LT

Description PCL 12822 SEC SEC; SW 1/4 LT 12 CON 6 STOCK; MINING CLAIM L42608 STOCK;
MINING CLAIM L42729 STOCK; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0246 LT

Description PCL 12823 SEC SEC MRO; S1/2 OF N1/2 LT 12 CON 6 STOCK; MINING CLAIM L46943
STOCK; MINING CLAIM L46944 STOCK; BLACK RIVER-MATHESON

Address MATHESON

PIN 65362 - 0297 LT

Description PCL 667 SEC SEC; PT LT 2 CON 5 GERMAN AS IN NIP2564; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0551 LT

Description PCL 1184 SEC SEC; PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING
S OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND
DISTANT N THEREFROM 42 CHAINS 95 LINKS, RESERVING TO THE ONTARIO
NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS
AND TO LAY DOWN THEIR ROW 99 FT IN WIDTH ON AND OVER SAID LANDS OR
ANY PT THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT;
SAID RESERVATION TO BE OF THE SRO IN ACCORDANCE WITH THE TERMS OF
AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 22ND
FEBRUARY, 1909, EXCEPT SRO AS IN C353717; CITY OF TIMMINS

Address TIMMINS

PIN 65362 - 0301 LT
Description PCL 12815 SEC SEC; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28978 GERMAN; MINING CLAIM P.28979 GERMAN; MINING CLAIM P.28980 GERMAN; MINING CLAIM P.28981 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0300 LT
Description PCL 12819 SEC SEC; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28977 GERMAN; MINING CLAIM P. 29600 GERMAN; MINING CLAIM P.29601 GERMAN; MINING CLAIM P.29895 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0507 LT
Description PCL 12814 SEC SEC; S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING ; MINING CLAIM P.29602 GERMAN ; MINING CLAIM P.29603 GERMAN ; MINING CLAIM P.30684 GERMAN ; MINING CLAIM P.30685 GERMAN CONTAINING BY ADMEASUREMENT ONE HUNDRED AND EIGHTY-TWO AND FIVE-TENTHS (182.5) ACRES, MORE OR LESS, EXCEPT SRO AS IN C198366; S/T C104870, C112719; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0505 LT
Description PCL 12817 SEC SEC; NE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29604 GERMAN AS IN CP6636, EXCEPT SRO AS IN C198366; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0156 LT
Description PCL 17711 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P29604 GERMAN AS IN C198366; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0504 LT
Description PCL 12818 SEC SEC; NW PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN CP6637, EXCEPT SRO AS IN C198366; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0157 LT
Description PCL 17712 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN C198366; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0506 LT
Description PCL 12816 SEC SEC; SE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.30683 GERMAN AS IN CP6635, EXCEPT SRO AS IN C198366; S/T C104871, C112719; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0155 LT
Description PCL 22094 SEC SEC SRO; SE PT OF S PT LT 2 CON 5 GERMAN BEING; PT MINING CLAIM P30683 GERMAN LYING N OF PT 2, 6R3706, T/W ROW OVER PT 2 & 3, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS
Address TIMMINS

PIN 65362 - 0503 LT
Description PCL 12820 SEC SEC MRO, IN, UPON AND UNDER THE; S 1/2 OF N 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.32143 GERMAN; MINING CLAIM P.32144 GERMAN CONTAINING BY ADMEASUREMENT NINETY-SIX AND SEVENTY-FIVE ONE-HUNDREDTHS (96.75) ACRES, MORE OR LESS; CITY OF TIMMINS
Address TIMMINS

PIN 65363 - 0188 LT
Description PCL 10046 SEC SEC SRO; W 1/2 OF N PT LT 11 CON 6 STOCK LYING N OF A LINE DRAWN W ASTY ACROSS SAID LT FROM A POINT IN THE E BOUNDARY THEREOF DISTANT SLY ALONG SAID E BOUNDARY 38 CHAINS 70 LINKS FROM THE E ANGLE OF SAID LT; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0189 LT
Description PCL 5901 SEC SEC SRO; E 1/2 OF N PT LT 11 CON 6 STOCK THE SAID N PT BEING ALL THAT PORTION OF SAID LT LYING N OF A LINE DRAWN W ASTY ACROSS SAID LT FROM A POINT IN THE E LIMIT THEREOF, DISTANT SLY ALONG SAID E LIMIT 38 CHAINS 70 LINKS FROM THE NE ANGLE OF SAID LOT, CONTAINING BY ADMEASUREMENT EIGHTY (80) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0223 LT
Description PCL 6281 SEC SEC MRO; PT LT 10 CON 6 STOCK LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL TO THE S BOUNDARY THEREOF AT A DISTANCE OF 40 CHAINS 16 LINKS N THEREFROM, CONTAINING BY ADMEASUREMENT ONE HUNDRED AND SIXTY (160) ACRES, MORE OR LESS; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0159 LT
Description PCL 17715 SEC SEC SRO; PT LT 11 CON 5 STOCK BEING NW PT OF N PT; MINING CLAIM L42605 STOCK MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE N BOUNDARY OF THE SAID LT DISTANT 20 CHAINS MEASURED S 88 DEGREES 51 MINUTES W ALONG SAID N BOUNDARY FROM THE NE ANGLE OF THE SAID LT; THENCE S 0 DEGREES 33 MINUTES W 21.555 CHAINS; THENCE N 89 DEGREES 37 MINUTES W 20 CHAINS MORE OR LESS TO THE W BOUNDARY OF THE SAID LT; THENCE N 0 DEGREES 33 MINUTES E ALONG THE SAID W BOUNDARY 21.02 CHAINS MORE OR LESS TO THE NW ANGLE OF SAID LT; THENCE N 88 DEGREES 51 MINUTES E ALONG THE N BOUNDARY OF THE SAID LT 20 CHAINS MORE OR LESS TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-TWO AND FIFTY-SEVEN ONE-HUNDREDTHS (42.57) ACRES, MORE OR LESS; S/T C112719, C406839; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0218 LT
Description PCL 8724 SEC SEC MRO; S 160 ACRES LT 11 CON 5 STOCK; BLACK RIVER-MATHESON
Address MATHESON

PIN 65363 - 0001 LT
Description PCL 1763 SEC LC MRO; N 1/2 OF N 1/2 LT 12 CON 6 STOCK BEING; MINING CLAIM P 724525 STOCK; MINING CLAIM P 724526 STOCK; BLACK RIVER-MATHESON
Address MATHESON

PIN 65362 - 0567 LT
Description PCL 1763 SEC LC MRO; N 1/2 OF N 1/2 LT 1 CON 6 GERMAN BEING; MINING CLAIM P 723319 GERMAN; MINING CLAIM P 723320 GERMAN; CITY OF TIMMINS
Address TIMMINS

(The description of the premises must be the same as in the statement of claim, and must be sufficient for registration under the *Land Titles Act* or the *Registry Act*, as the case may be.)

TOROMONT INDUSTRIES LTD. carrying on business as
BATTLEFIELD EQUIPMENT RENTALS
Plaintiff

-and- SAGE GOLD INC. et al.

Defendants

CV-18-0000097-00
Court File No.

SUPERIOR COURT OF JUSTICE
COUR SUPÉRIEURE DE JUSTICE
FILED/RECEIVED
DEPOSÉ/REÇU
MAY 31 2018
Registrar/greffier

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF the *Construction Lien Act*, R.S.O. 1990, c.
C.30

PROCEEDING COMMENCED AT
COCHRANE

CERTIFICATE OF ACTION

PALLET VALO LLP
Lawyers & Trade-Mark Agents
77 City Centre Drive, West Tower
Suite 300
Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)
NEETA SANDHU (LSO #71049A)
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Email: nsandhu@palletvalo.com

Lawyers for the Plaintiff

This is Exhibit "C" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

Properties

<i>PIN</i>	65362 – 0302 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 22364 SEC SEC SRO; PT LT 2 CON 6 GERMAN PT 3, 6R4717; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0535 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 5748 SEC SEC; S PT LT 2 CON 6 GERMAN AS IN CP2433, EXCEPT SRO OF PT 3, 6R4717 AS IN C356102 AND SRO OF PT 4, 6R4717 AS IN C356101, S/T SPOUSAL INTEREST IN C386773; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0305 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 22593 SEC SEC MRO; PT BROKEN LT 4 CON 6 GERMAN LYING SOUTH OF THE HIGH WATER MARK ON THE SOUTH SHORE OF MCINTOSH LAKE AND ITS OUTLET; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0311 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 23144 SEC SEC MRO; N PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM FORTY-TWO CHAINS NINETY-FIVE LINKS, S/T THE DEBTS OF THE ESTATE OF KNUUTILA, MATT; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0154 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 22093 SEC SEC SRO; PT S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; PT MINING CLAIM P29602 GERMAN; PT MINING CLAIM P29603 GERMAN; PT MINING CLAIM P30684 GERMAN LYING N OF PT 1, 6R3706, T/W PT 1, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0298 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 17709 SEC SEC SRO; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28978 GERMAN; MINING CLAIM P28979 GERMAN; MINING CLAIM P28980 GERMAN; MINING CLAIM P28981 GERMAN; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0299 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 17713 SEC SEC SRO; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P28977 GERMAN; MINING CLAIM P29895 GERMAN; MINING CLAIM P29600 GERMAN; MINING CLAIM P29601 GERMAN; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65363 – 0158 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 22095 SEC SEC SRO; PT N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L42606 STOCK; MINING CLAIM L42607 STOCK; MINING CLAIM L42609 STOCK; PT MINING CLAIM L43304 STOCK LYING N OF PT 1, 6R3705, T/W A ROW OVER PT 1, 6R3705 AS IN C286715; S/T C104869, C112719, C406839; BLACK RIVER-MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0199 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9238 SEC SEC; NE PT S PT LT 11 CON 6 STOCK; MINING CLAIM L.37438 STOCK AS IN CP4378, EXCEPT SRO AS IN C198366; BLACK RIVER-MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0186 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 17702 SEC SEC SRO; NE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37438 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 19.75 CHAINS MEASURED NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE SAID W BOUNDARY 20.20 CHAINS, MORE OR LESS, TO THE INTERSECTION OF A LINE DRAWN W AST'Y ACROSS THE SAID LT FROM A POINT IN THE E BOUNDARY THEREOF, DISTANT SLY ALONG THE SAID E BOUNDARY 38.70 CHAINS FROM THE NE ANGLE OF THE SAID LT; THENCE E AST'Y ALONG THE LINE DRAWN W AST'Y AS AFORESAID 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO ITS INTERSECTION WITH A LINE DRAWN ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.67 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY-ONE AND TWENTY-TWO ONE-HUNDREDTHS (41.22) ACRES, MORE OR LESS; BLACK RIVER-MATHESON		

Properties

<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0200 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9239 SEC SEC; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37439 STOCK AS IN CP4379, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0180 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 17703 SEC SEC SRO; SE PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L37439 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT THE SE ANGLE OF THE SAID LT; THENCE WLY ALONG THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO A POINT MIDWAY BTN THE SE AND SW ANGLES OF THE SAID LT; THENCE NLY PARALLEL TO THE W BOUNDARY OF THE SAID LT 19.75 CHAINS; THENCE ELY PARALLEL TO THE S BOUNDARY OF THE SAID LT 20.67 CHAINS, MORE OR LESS, TO THE E BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID E BOUNDARY 19.75 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND EIGHTY–TWO ONE–HUNDREDTHS (40.82) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0184 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9250 SEC SEC; NE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37440 STOCK CONTAINING BY ADMEASUREMENT THIRTY–NINE AND THREE–EIGHTHS (39 3/8THS) ACRES, MORE OR LESS; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0182 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9249 SEC SEC; SE 1/4 OF S 1/2 LT 12 CON 6 STOCK; MINING CLAIM L.37441 STOCK; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0185 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9240 SEC SEC; NW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37442 STOCK AS IN CP4380; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0181 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9243 SEC SEC; SW PT OF S PT LT 11 CON 6 STOCK; MINING CLAIM L.37443 STOCK AS IN CP4383; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0201 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9241 SEC SEC; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37454 STOCK AS IN CP4381, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0187 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 17704 SEC SEC SRO; NW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37454 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SAID LT DISTANT 20 CHAINS 8 LINKS MEASURED NLY PARALLEL TO THE SAID E BOUNDARY OF THE SAID LT FROM A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE SAID E BOUNDARY 20.08 CHAINS, MORE OR LESS, TO THE S BOUNDARY OF THAT PT OF THE SAID LT GRANTED TO JAMES ROBERTSON LAIDLAW BY LETTERS PATENT DATED 30TH MARCH, 1915; THENCE WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT BEING ALONG THE S BOUNDARY OF LANDS GRANTED AS AFORESAID 21.17 CHAINS, MORE OR LESS, TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG SAID W BOUNDARY 20.08 CHAINS TO ITS INTERSECTION WITH A LINE DRAWN WLY PARALLEL TO THE S BOUNDARY OF THE SAID LT FROM THE POC; THENCE ELY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY–ONE AND NINETY–TWO ONE–HUNDREDTHS (41.92) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER–MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0202 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 9242 SEC SEC; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L.37455 STOCK AS IN CP4382, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER–MATHESON		

Properties

<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0179 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 17705 SEC SEC SRO; SW PT OF S PT LT 10 CON 6 STOCK; MINING CLAIM L37455 STOCK DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE S BOUNDARY OF THE SAID LT MIDWAY BTN THE SE AND SW ANGLES THEREOF; THENCE NLY PARALLEL TO THE E BOUNDARY OF THE SAID LT 20.80 CHAINS; THENCE WLY PARALLEL TO THE SAID S BOUNDARY 20.585 CHAINS TO THE W BOUNDARY OF THE SAID LT; THENCE SLY ALONG THE SAID W BOUNDARY 20.08 CHAINS, MORE OR LESS, TO THE SW ANGLE OF THE SAID LT; THENCE ELY ALONG THE AFORESAID S BOUNDARY 20 CHAINS, MORE OR LESS, TO THE POC, CONTAINING BY ADMEASUREMENT FORTY AND SEVENTY-FOUR ONE HUNDREDTHS (40.74) ACRES, MORE OR LESS; S/T C112719, C406841; BLACK RIVER-MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0211 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 12837 SEC SEC; PT LT 11 CON 5 STOCK; MINING CLAIM L.42605 STOCK AS IN CP6663, EXCEPT SRO AS IN C198366; S/T C112719; BLACK RIVER-MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0212 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 12821 SEC SEC; N 1/2 LT 12 CON 5 STOCK; MINING CLAIM L.43304 STOCK; MINING CLAIM L.42606 STOCK; MINING CLAIM L.42607 STOCK; MINING CLAIM L.42609 STOCK EXCEPT SRO AS IN C198366; S/T C104869, C112719; BLACK RIVER-MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0183 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 12822 SEC SEC; SW 1/4 LT 12 CON 6 STOCK; MINING CLAIM L.42608 STOCK; MINING CLAIM L.42729 STOCK; BLACK RIVER-MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65363 – 0246 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 12823 SEC SEC MRO; S1/2 OF N1/2 LT 12 CON 6 STOCK; MINING CLAIM L.46943 STOCK; MINING CLAIM L.46944 STOCK; BLACK RIVER-MATHESON		
<i>Address</i>	MATHESON		
<i>PIN</i>	65362 – 0297 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 667 SEC SEC; PT LT 2 CON 5 GERMAN AS IN NIP2564; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0551 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 1184 SEC SEC; PT LT 3 CON 6 GERMAN BEING ALL THAT PT OF SAID LT LYING S OF A LINE DRAWN ACROSS SAID LT PARALLEL WITH THE S LIMIT THEREOF AND DISTANT N THEREFROM 42 CHAINS 95 LINKS, RESERVING TO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE RIGHT TO CROSS SAID LANDS AND TO LAY DOWN THEIR ROW 99 FT IN WIDTH ON AND OVER SAID LANDS OR ANY PT THEREOF AS MAY HEREAFTER BE FOUND NECESSARY OR EXPEDIENT; SAID RESERVATION TO BE OF THE SRO IN ACCORDANCE WITH THE TERMS OF AN ORDER OF THE LIEUTENANT-GOVERNOR IN COUNCIL, DATED 22ND FEBRUARY, 1909, EXCEPT SRO AS IN C353717; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0301 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 12815 SEC SEC; N 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28978 GERMAN; MINING CLAIM P.28979 GERMAN; MINING CLAIM P.28980 GERMAN; MINING CLAIM P.28981 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0300 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 12819 SEC SEC; S 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.28977 GERMAN; MINING CLAIM P. 29600 GERMAN; MINING CLAIM P.29601 GERMAN; MINING CLAIM P.29895 GERMAN EXCEPT SRO AS IN C198366; CITY OF TIMMINS		
<i>Address</i>	TIMMINS		
<i>PIN</i>	65362 – 0507 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 12814 SEC SEC; S 1/2 LT 1 CON 5 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING ; MINING CLAIM P.29602 GERMAN ; MINING CLAIM P.29603 GERMAN ; MINING CLAIM P.30684 GERMAN ; MINING CLAIM P.30685 GERMAN CONTAINING BY ADMEASUREMENT ONE HUNDRED AND EIGHTY-TWO AND FIVE-TENTHS (182.5) ACRES, MORE OR LESS, EXCEPT SRO AS IN C198366; S/T		

Properties

C104870, C112719; CITY OF TIMMINS

Address TIMMINS

PIN 65362 – 0505 LT Interest/Estate Fee Simple

Description PCL 12817 SEC SEC; NE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29604 GERMAN AS IN CP6636, EXCEPT SRO AS IN C198366; CITY OF TIMMINS

Address TIMMINS

PIN 65362 – 0156 LT Interest/Estate Fee Simple

Description PCL 17711 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P29604 GERMAN AS IN C198366; CITY OF TIMMINS

Address TIMMINS

PIN 65362 – 0504 LT Interest/Estate Fee Simple

Description PCL 12818 SEC SEC; NW PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN CP6637, EXCEPT SRO AS IN C198366; CITY OF TIMMINS

Address TIMMINS

PIN 65362 – 0157 LT Interest/Estate Fee Simple

Description PCL 17712 SEC SEC SRO; PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.29605 GERMAN AS IN C198366; CITY OF TIMMINS

Address TIMMINS

PIN 65362 – 0506 LT Interest/Estate Fee Simple

Description PCL 12816 SEC SEC; SE PT OF S PT LT 2 CON 5 GERMAN BEING; MINING CLAIM P.30683 GERMAN AS IN CP6635, EXCEPT SRO AS IN C198366; S/T C104871, C112719; CITY OF TIMMINS

Address TIMMINS

PIN 65362 – 0155 LT Interest/Estate Fee Simple

Description PCL 22094 SEC SEC SRO; SE PT OF S PT LT 2 CON 5 GERMAN BEING; PT MINING CLAIM P30683 GERMAN LYING N OF PT 2, 6R3706, T/W ROW OVER PT 2 & 3, 6R3706 AS IN C286715; S/T C104871, C406840; CITY OF TIMMINS

Address TIMMINS

PIN 65362 – 0503 LT Interest/Estate Fee Simple

Description PCL 12820 SEC SEC MRO, IN, UPON AND UNDER THE; S 1/2 OF N 1/2 LT 1 CON 6 GERMAN INCLUDING ANY LAND COVERED WITH WATER, BEING; MINING CLAIM P.32143 GERMAN; MINING CLAIM P.32144 GERMAN CONTAINING BY ADMEASUREMENT NINETY-SIX AND SEVENTY-FIVE ONE-HUNDREDTHS (96.75) ACRES, MORE OR LESS; CITY OF TIMMINS

Address TIMMINS

PIN 65363 – 0188 LT Interest/Estate Fee Simple

Description PCL 10046 SEC SEC SRO; W 1/2 OF N PT LT 11 CON 6 STOCK LYING N OF A LINE DRAWN W AST'Y ACROSS SAID LT FROM A POINT IN THE E BOUNDARY THEREOF DISTANT SLY ALONG SAID E BOUNDARY 38 CHAINS 70 LINKS FROM THE E ANGLE OF SAID LT; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 – 0189 LT Interest/Estate Fee Simple

Description PCL 5901 SEC SEC SRO; E 1/2 OF N PT LT 11 CON 6 STOCK THE SAID N PT BEING ALL THAT PORTION OF SAID LT LYING N OF A LINE DRAWN W AST'Y ACROSS SAID LT FROM A POINT IN THE E LIMIT THEREOF, DISTANT SLY ALONG SAID E LIMIT 38 CHAINS 70 LINKS FROM THE NE ANGLE OF SAID LOT, CONTAINING BY ADMEASUREMENT EIGHTY (80) ACRES, MORE OR LESS; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 – 0223 LT Interest/Estate Fee Simple

Description PCL 6281 SEC SEC MRO; PT LT 10 CON 6 STOCK LYING N OF A LINE DRAWN ACROSS SAID LT PARALLEL TO THE S BOUNDARY THEREOF AT A DISTANCE OF 40 CHAINS 16 LINKS N THEREFROM, CONTAINING BY ADMEASUREMENT ONE HUNDRED AND SIXTY (160) ACRES, MORE OR LESS; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 – 0159 LT Interest/Estate Fee Simple

Description PCL 17715 SEC SEC SRO; PT LT 11 CON 5 STOCK BEING NW PT OF N PT; MINING CLAIM L42605 STOCK MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE N BOUNDARY OF THE SAID LT DISTANT 20 CHAINS MEASURED S 88 DEGREES 51 MINUTES W ALONG SAID N BOUNDARY FROM THE NE ANGLE OF THE SAID LT; THENCE S 0 DEGREES 33 MINUTES W 21.555 CHAINS; THENCE N 89 DEGREES 37 MINUTES W 20 CHAINS MORE OR LESS TO THE W BOUNDARY OF THE SAID LT; THENCE N 0 DEGREES 33 MINUTES E ALONG THE SAID W BOUNDARY 21.02 CHAINS MORE OR LESS TO THE NW ANGLE OF SAID LT; THENCE N 88 DEGREES 51 MINUTES E ALONG THE N BOUNDARY OF THE SAID LT

Properties

20 CHAINS MORE OR LESS TO THE POC, CONTAINING BY ADMEASUREMENT
FORTY-TWO AND FIFTY-SEVEN ONE-HUNDREDTHS (42.57) ACRES, MORE OR
LESS;
S/T C112719, C406839; BLACK RIVER-MATHESON

Address MATHESON

PIN 65363 - 0218 LT Interest/Estate Fee Simple

Description PCL 8724 SEC SEC MRO; S 160 ACRES LT 11 CON 5 STOCK; BLACK
RIVER-MATHESON

Address MATHESON

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name SAGE GOLD INC.
Address for Service 200 University Ave., Suite 1301
Toronto, ON
M5H 3C6
Attn: Nigel Lees, President and CEO

I, Nigel Lees, President and CEO,, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name CRH FUNDING II PTD. LTD
Address for Service 10 Changi Business Park Central 2
#05-01 HansaPoint
Singapore 486030

Statements

Schedule: See Schedules

The registration of this document is not prohibited by registration CB127755 registered on 2016/11/21 .

Provisions

Principal	\$43,000,000.00	Currency	CDN
Calculation Period	See Schedule		
Balance Due Date	See Schedule		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date			
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms			
Insurance Amount	full insurable value		
Guarantor			

Signed By

Buck Shane Alexander Sully 36 Toronto Street, Suite 920 acting for Chargor Signed 2016 11 22
Toronto (s)
M5C 2C5

Tel 416-367-2900

Fax 416-367-2791

I have the authority to sign and register the document on behalf of the Chargor(s).

The applicant(s) hereby applies to the Land Registrar.

Submitted By

KEEL COTTRELLE LLP

36 Toronto Street, Suite 920
Toronto
M5C 2C5

2016 11 22

Tel 416-367-2900

Fax 416-367-2791

Fees/Taxes/Payment

Statutory Registration Fee \$63.35

Total Paid \$63.35

File Number

Chargor Client File Number : T9844

DEBENTURE

1. DEBENTURE

- (a) **SAGE GOLD INC.** (the "**Borrower**"), a corporation incorporated under the laws of Ontario, for value received, hereby acknowledges itself indebted to **CRH FUNDING II PTE. LTD.** (the "**Secured Party**") and covenants and promises: (i) to pay to the Secured Party at 505 Fifth Ave., 15th Floor, New York, NY 10017 (or such other place as the Secured Party may designate in writing to the Borrower), on demand following the occurrence and during the continuance of an Event of Default, the principal sum of FORTY-THREE MILLION DOLLARS (\$43,000,000.00) in lawful money of Canada (the "**Principal Sum**"); and (ii) to perform the Secured Obligations (as defined herein). The Borrower promises to pay, on demand, interest in like money on the amount of the Principal Sum outstanding from time to time and on all other amounts from time to time owing hereunder at the rate of twenty-five percent (25%) per annum. Such interest will be payable both before and after maturity, demand, default and judgment. The Borrower promises to pay interest, on demand, at the same rate, on overdue interest, calculated and payable monthly on the first Business Day of each and every month until paid.
- (b) This Debenture is granted as collateral security for the payment and performance of all indebtedness, liabilities and obligations, present and future, direct or indirect, absolute or contingent of the Borrower and each of the Seller Guarantors (if any), at any time or from time to time due or accruing due and owing or otherwise payable to the Secured Party, in any currency, arising under, in connection with or pursuant to this Debenture, the Gold Prepayment Agreement and the other Documents, including, without limiting the generality of the foregoing, the Seller's Obligations and the Seller Guaranteed Obligations, and together with all Expenses (all of the foregoing being herein collectively called, the "**Secured Obligations**").

2. INTERPRETATION AND DEFINITIONS

In this Debenture, words in the singular include the plural and words in the plural include the singular. Words of masculine gender include the feminine gender and vice-versa. Furthermore, the division of this Debenture into sections and sub-sections and the insertion of headings is for convenience of reference only and does not affect the construction or the interpretation of this Debenture.

All capitalised terms not defined herein, shall have the meaning ascribed to such term in the Gold Prepayment Agreement.

"**Additional Real Property Interests**" has the meaning specified in Section 4(a)(ii);

"**Book Debts**" has the meaning specified in Section 4(c);

“Books & Records” has the meaning specified in Section 4(b)(ii);

“Collateral” means, collectively, all of the Borrower’s right, title and interest in and to all of the Borrower’s present and after-acquired property (real and personal), assets and undertakings, and all proceeds thereof (except the Excluded Collateral) of whatsoever nature and kind and wherever situate, including without limiting the generality of the foregoing all of the property described in paragraphs 4(a) and 4(b) and 4(c);

“Gold Prepayment Agreement” means the gold prepayment agreement dated as of November 17, 2016 between the Borrower, as seller, and the Secured Party, as purchaser, as such agreement may be amended, modified, supplemented or replaced from time to time;

“Debenture” means this debenture and all instruments or schedules in amendment or confirmation of it;

“Equipment” has the meaning specified in Section 4(b)(iii);

“Event of Default” has the same meaning ascribed to the term “Seller Event of Default” in the Gold Prepayment Agreement;

“Excluded Collateral” has the meaning specified in Section 4;

“Expenses” means all reasonable out-of-pocket expenses, costs and charges incurred by or on behalf of the Secured Party in connection with this Debenture, the Gold Prepayment Agreement and the other Documents (including all legal costs on a substantial indemnity basis and all court costs, receiver’s or agent’s remuneration and other reasonable out-of-pocket expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Secured Party’s interest in any Collateral, other than any such fees, expenses or costs arising as a result of the gross negligence or wilful misconduct of the Secured Party);

“Secured Obligations” has the meaning specified in Section 1(b);

“Inventory” has the meaning specified in Section 4(b)(iv);

“Instrument” means any contract, agreement, indenture, mortgage, document or writing (whether by formal agreement, letter or otherwise) under which any obligation is evidenced, assumed, or undertaken, or any Lien (or right or interest therein) is granted or perfected or purported to be granted or perfected;

“Lien” means (i) any mortgage, charge, pledge, hypothecation, security interest, assignment by way of security, encumbrance, lien (statutory or otherwise), hire purchase agreement, conditional sale agreement, deposit arrangement, title retention

agreement or arrangement, or any other assignment, arrangement or condition that in substance secures payment or performance of an obligation, (ii) any trust arrangement, (iii) any arrangement which creates a right of set-off out of the ordinary course of business, or (iv) any agreement to grant any such rights or interests;

“**Mining Claims**” has the meaning specified in Section 4(a)(i);

“**Other Property**” has the meaning specified in Section 4(b)(v);

“**Proceeds**” has the meaning specified in Section 4(b)(i);

“**Real Property**” has the meaning specified in Section 4(a)(i);

3. PARAMOUNTCY

This Debenture is being entered into pursuant to the Gold Prepayment Agreement. In the event of any conflict, inconsistency, ambiguity or difference between the terms of this Debenture and the terms of the Gold Prepayment Agreement, the terms of the Gold Prepayment Agreement shall govern and be paramount to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Party set out in this Debenture or any part hereof which is not set out or provided for in the Gold Prepayment Agreement, such additional right or remedy shall not constitute a conflict or inconsistency and the Secured Party shall, notwithstanding this Section 3, be entitled to exercise such rights and enforce such remedies. Without limiting the foregoing, notwithstanding the Principal Amount stated herein, the interest rate specified and the payment date of such interest set out in this Debenture, the Principal Amount due, the interest rate specified and the time for payment hereunder shall be in accordance with the terms of the Gold Prepayment Agreement.

4. SECURITY INTEREST

Security for Payment - As security for the payment and performance of the Secured Obligations, both present and future, and whether arising on current account or otherwise, together with interest thereon, and any and all liabilities, present and future, direct or indirect, absolute or contingent of the Borrower to the Secured Party, including, and without limiting the generality of the foregoing, any advance or re-advance, including every unpaid balance thereof, by the Secured Party to the Borrower, whenever made, and interest thereon to the same extent as if the advance or re-advance had been made at the time of creation of this Debenture, and for the performance of any and all present and future obligations of the Borrower to the Secured Party, arising under or in connection with the Gold Prepayment Agreement, the Borrower for good and valuable consideration:

- (a) grants, mortgages, charges, assigns and transfers to the Secured Party,
 - (i) as and by way of a fixed and specific mortgage, pledge and charge against (A) all freehold, leasehold and licenced real property or interest therein now owned, leased or licenced by the Borrower

including, but not limited to, the lands and premises described in Schedule "A" hereto as amended from time to time, together with all ore stock piles, buildings, erections and fixtures now or hereafter constructed or placed on such freehold, leasehold and licenced real property (collectively, the "**Real Property**"); and (B) the patented and unpatented mining claims described in Schedule "B" hereto, together with all ore stock piles, buildings, erections and fixtures now or hereafter constructed or placed on such mining claims (collectively, the "**Mining Claims**"), and

- (ii) as and by way of a fixed and specific mortgage, pledge and charge against all freehold, leasehold and licenced real property or interests therein, including but not limited to an assignment as security of all mining leases, patented claims, rights, permits, profits a prendre, options, royalty agreements, licenses now owned, leased, or licenced, or hereafter owned, leased or licenced by or on behalf of the Borrower, together with all ore stock piles, buildings, erections and fixtures constructed or placed on such freehold, leasehold and licenced real property and all mines, Minerals and resources including, without limitation, all metallic and non-metallic minerals, including coal, salt, quarry and pit material, gold, silver, diamonds and all rare and precious minerals and metals, tailings, wasterock, stockpiles of ore or other material and all mineral bearing substances and other minerals of every kind and description whatsoever, now owned, held or hereafter acquired by the Borrower (collectively, the "**Additional Real Property Interests**");
- (b) grants, mortgages, charges, assigns and transfers to the Secured Party a first floating charge, as and by way of a security interest over all of the Borrower's right, title and interest in and to all of the Borrower's present and after-acquired personal property and all proceeds thereof (except the Excluded Collateral) of whatsoever nature and kind and wherever situate including, without limiting the generality of the foregoing, all of the Borrower's right, title and interest in and to all of the Borrower's present and after-acquired Project Assets, together with:
- (i) **Proceeds** - all of the Borrower's property in any form derived directly or indirectly from any use or dealing with the Collateral or that indemnifies or compensates for Collateral destroyed or damaged (all of which property is hereinafter collectively called "**Proceeds**");
 - (ii) **Books & Records** - all of the Borrower's deeds, documents, writings, papers, books of account and other books relating to or being records of debts, chattel paper, or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable (all of which property is hereinafter collectively called "**Books & Records**");

- (iii) **Equipment** - all tools, machinery, equipment, furniture, plants, fixtures and other tangible personal property, vehicles and fixed goods and chattels (all of which property is hereinafter collectively called "**Equipment**");
 - (iv) **Inventory** - all goods and chattels now or hereafter forming the inventory of the Borrower, of whatever kind and wherever located, including, without limitation, all goods, merchandise, raw materials, ore stock, work in process, finished goods and chattels held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Borrower, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and Minerals extracted (all of which goods and chattels are hereinafter collectively called "**Inventory**"); and
 - (v) **Other Property** - the undertaking and all other property and assets of the Borrower for the time being of whatsoever nature and kind both present and future including without limiting the generality of the foregoing, all choses in action, uncalled capital, moneys, rights, franchises, negotiable and non-negotiable Instruments, judgments, securities, Produced Gold and Refined Gold (all of which are hereinafter collectively called "**Other Property**"), other than that which is at any and all times validly subject to the first, fixed and specific mortgage and charge hereby created or subject to the assignment set forth in this Section 4(b); and
- (c) assigns, transfers, and sets over unto the Secured Party all debts, accounts, choses in action, claims, demands, and moneys now due or owing or accruing due or which may hereafter become due or owing to the Borrower, including (without limiting the foregoing) claims against the Crown in the right of Canada or of any province, moneys which may become payable under any policy of insurance in respect of any loss by fire or other cause which has been or may be incurred by the Borrower (collectively, "**Book Debts**"), together with all contracts, securities, bills, notes, Lien notes, judgments, chattel mortgagees, mortgages and all other rights, benefits and documents now or hereafter taken, vested in or held by the Borrower in respect of or as security for the Book Debts hereby assigned or intended so to be or any part thereof and the full benefit and advantage thereof and all rights of action, claim or demand which the Borrower now has or may at any time hereafter have against any Person in respect thereof. The Borrower further hereby covenants, promises and agrees to and with the Secured Party to well and truly execute or cause to be executed all or any such further or other document or documents as shall or may be required by the Secured Party to more completely or fully vest in the Secured Party the Book Debts hereby assigned or intended so to be and the right to receive the said moneys or to enable the Secured Party to recover same and will from time to time prepare and deliver to the Secured Party all deeds, books, vouchers,

promissory notes, bills of exchange, accounts, letters, invoices, papers and all other documents in any way relating to the Book Debts. Provided that this assignment is and shall be a continuing collateral security to the Secured Party for the Secured Obligations, all money or any other form of payment received by the Borrower in payment of any Book Debts shall be received and held by the Borrower in trust for the Secured Party.

To have and to hold the Collateral and all rights hereby conferred unto the Secured Party, its successors and assigns, forever for the uses and purposes, and with the powers and authorities, but subject to the terms and conditions herein set forth.

Last Day of Lease Not Included - Provided always that the last day of the term of any lease or sublease comprising any part of the Collateral, now held or hereafter acquired by the Borrower as lessee or sublessee, is hereby and shall be excepted out of the security constituted by this Debenture or by any other Instruments supplemental hereto (the "**Excluded Collateral**"), but the Borrower shall stand possessed of the reversion remaining in such leasehold or subleasehold interest with the Borrower's interest in such reversion in trust for the Secured Party for the purpose of these presents to assign and dispose thereof as the Secured Party shall, for such purpose, direct; and upon any assignment, sublease, transfer or transfers and/or sale or sales of such leasehold or subleasehold interest or any part thereof, the Secured Party, for the purpose of vesting the aforesaid residue of any such term or any renewal and/or extension thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other Person or Persons, a new holder or holders of the aforesaid residue of any such term or renewal and/or extension thereof in the place of the Borrower and to vest the same accordingly in the new holder or holders so appointed, released, freed and discharged from any obligation respecting the same.

5. ATTACHMENT & AFTER ACQUIRED PROPERTY

- (a) The Borrower hereby acknowledges and agrees that value has been given for the granting of the security interests created hereby and that there is no agreement between the Borrower and the Secured Party, express or implied, to postpone the attachment of the security interests created hereby except in respect of after-acquired property forming part of the Collateral with respect to which the security interests created hereby shall attach at the same time as the Borrower acquires rights therein or thereto.
- (b) The Borrower covenants and agrees that, if and to the extent that any of its respective rights, titles, estates and interests in any of the Collateral is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interests of the Secured Party hereby created shall attach to such Collateral at the same time as the Borrower acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Collateral shall be subject to the security interests created hereby in accordance with the provisions of Section 4 hereof. The Borrower covenants and agrees to take such actions and execute such further and other

documentation and/or instruments in respect of any after-acquired property at such time or times and in such form and manner as the Secured Party may reasonably request.

6. BORROWER'S COVENANTS

The Borrower represents, warrants and covenants that, so long as this Debenture remains in effect or any Secured Obligation remains outstanding, except as otherwise expressly provided in the Gold Prepayment Agreement:

- (a) **Hold Collateral** - it shall hold the Collateral and all rights hereby conferred unto the Secured Party, its successors and assigns, forever for the uses and purposes, and with the powers and authorities, but subject to the terms and conditions herein set forth;
- (b) **No Liens** - the Collateral and each and every part thereof shall be lawfully owned by the Borrower, free and clear of any and all prior mortgages, charges, Liens and other encumbrances save and except for Permitted Encumbrances (to the extent such Permitted Encumbrances remain in good standing in accordance with their terms).
- (c) **Defence of Title** - it shall warrant and defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein, including, without limiting the generality of the foregoing, defend to the Secured Party, the security interests created and evidenced hereby and the validity and, subject to Permitted Encumbrances, first priority hereof in any action or proceeding against the claims of any and all persons whomsoever affecting or purporting to affect the Collateral or any of the rights of the Secured Party hereunder;
- (d) **Restriction in Collateral** - it shall not, without the prior written consent of the Secured Party, be at liberty to sell, exchange, transfer, assign, lease, encumber or otherwise dispose of: (A) any Real Property, Mining Claims, Additional Real Property Interests or any interest therein, or (B) any other Collateral, except for bona fide dispositions in the ordinary course of business at fair market value of any obsolete Equipment and of any Inventory or Other Property. The Borrower shall notify the Secured Party promptly of:
 - (i) any change in the information provided to the Secured Party in this Debenture or in the Schedules;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation before any court, administrative board or other tribunal affecting the Borrower or the Collateral;
 - (iv) any loss of or damage to the Collateral;

- (v) any default by any significant debtor of the Borrower in any payment or other performance of its obligations with respect to the Collateral;
 - (vi) the return to or repossession by the Borrower of any of the Collateral; and
 - (vii) any removal of any Collateral from any jurisdiction in which this Debenture is registered or the acquisition of any Collateral in any jurisdiction in which this Debenture is not registered;
- (e) **Conduct of Business** - it shall keep the Collateral in good order, condition and repair and not use the Collateral in violation of the provisions of this Debenture, the Gold Prepayment Agreement, or any other agreement relating to the Collateral or any policy insuring the Collateral or any Applicable Laws;
- (f) **Insurance** - it shall keep insured the Collateral with extended coverage against loss or damage by fire, theft, collision or other insurable hazards commonly insured against to the full insurable value thereof, with all such insurance to be maintained with such insurer or insurers as may be approved by the Secured Party, and the loss under all such insurance shall be payable to the Secured Party. The Borrower will cause to be affixed to each policy of insurance, a mortgage section or mortgage endorsement in form satisfactory to the Secured Party and provide for a minimum of thirty (30) days' notice to the Secured Party of cancellation or lapse of such insurance. The Borrower shall pay all premiums in connection with such insurance and will deposit certified copies of the insurance policies with the Secured Party or otherwise deal with them as the Secured Party may require;
- (g) **Payment of Taxes and other fees** - it shall pay all rents, taxes, rates, levies, assessments, government fees or dues, licence fees and other charges of every nature, including but not limited to assessment work, which shall be levied, assessed or imposed in respect of the Borrower or the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Secured Party, when required, the receipts and vouchers evidencing such payment;
- (h) **Observance of Governmental Requirements and Covenants** - it shall comply with all Applicable Laws and it shall obtain all licences, permits and consents required to operate its business and maintain the Collateral in good standing;
- (i) **Provide Subsequent Charges** - it shall do, execute, acknowledge and deliver such financing statements and further mortgages, charges, assignments, transfers, documents, acts, matters and things (including further schedules and forms) as may be requested by the Secured Party of or with respect to the Collateral in order to give effect to this Debenture and shall pay all costs for searches and filings;

- (j) **Further Documentation** - to the extent not previously provided to the Secured Party, it will deliver to the Secured Party from time to time and promptly upon request:
- (A) any documents of title, Instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (B) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings and records relating to Collateral for the purpose of inspecting, auditing or copying same;
 - (C) all financial statements prepared by or for the Borrower regarding the Borrower's business;
 - (D) all policies and certificates of insurance relating and applying to the Collateral; and
 - (E) such information concerning the Collateral, the Borrower and the Borrower's business and affairs as the Secured Party may reasonably request;
- (k) **No Further Liens** - it shall not, without the prior written consent of the Secured Party create any prior security interest upon the Collateral or any part thereof or interest therein, whether ranking in priority over, *pari passu* with, or subordinate to the security created by this Debenture;
- (l) **Inspection** - the Secured Party shall have the right, at any time and from time to time, at its own risk, to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Borrower agrees to furnish all assistance and information and perform all such acts as the Secured Party may request in connection with such inspections and for such purpose grant to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Borrower, in accordance with the Gold Prepayment Agreement;
- (m) **Consent of the Landlord or Licensor** - it shall, if necessary, obtain the consent of the landlord and/or licensor to the charging of any leasehold or licenced lands and premises that form part of the Collateral;
- (n) **Strict Compliance** - it shall strictly comply with every covenant, undertaking and agreement of any kind given to the Secured Party. If the Borrower should fail to perform any covenant, undertaking or agreement, the Secured Party may (but is not obligated to) itself perform or cause the same to be performed; all Expenses incurred or payments made by the Secured Party in so doing shall be paid by the Borrower and be secured by this Debenture; and

- (o) **Planning Act** - to the best of Borrower's knowledge, it is neither the recorded or beneficial owner of any abutting or adjoining fee surface rights.

7. EVENTS OF DEFAULT

- (a) **Events of Default** - The Principal Sum, interest and all other obligations secured shall become immediately payable and the security hereby constituted shall become enforceable upon the occurrence of an Event of Default and shall be enforceable for so long as such Event of Default is continuing.
- (b) **Waiver of Default** - If an Event of Default shall have occurred, the Secured Party shall have the power to waive any Event of Default hereunder if, in the Secured Party's sole and absolute opinion, the same shall have been cured or an adequate provision made therefor, upon such terms and conditions as the Secured Party may consider advisable, provided that no delay or omission of the Secured Party to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of the occurrence of any such Event of Default or acquiescence therein and provided further that no act or omission of the Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default hereunder or the rights resulting therefrom.
- (c) **Dealing with the Secured Party** - No Person dealing with the Secured Party or any of its agents shall be required to enquire whether an Event of Default has occurred, or whether the powers which the Secured Party is purporting to exercise have become exercisable, or whether any moneys remain due under the Gold Prepayment Agreement or under this Debenture, or to see to the application of any moneys paid to the Secured Party, and in the absence of fraud on the part of such Person, such dealing shall be deemed to be within the powers hereby conferred and to be valid and effective accordingly.

8. SECURED PARTY'S RIGHTS UPON SECURITY BECOMING ENFORCEABLE

Rights of the Secured Party - Upon the occurrence and during the continuance of any Event of Default, the Secured Party may exercise and proceed to take any of the actions available to the Secured Party pursuant to Section 11.1 of the Gold Prepayment Agreement, and, whether or not the foregoing actions referred to have been taken, the Secured Party may:

- (a) **Take Possession** - immediately take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and, whether or not the Secured Party has so taken possession, may sell, lease or otherwise dispose of the Collateral either as a whole or in separate parcels at public auction, by public tender or by private sale, either for cash or upon credit and at such time or times and upon such terms and conditions as the Secured Party may determine with or without notice, advertising or any other formality, all of

which are hereby waived by the Borrower; and the Secured Party may also rescind or vary any contract of sale that may have been entered into and resell with or under any other powers conferred without being answerable for any loss and may adjourn any such sale from time to time and the Secured Party may execute and deliver to any purchaser of the Collateral or any part thereof good and sufficient deeds and documents for the same, the Secured Party being irrevocably constituted the attorney of the Borrower for the purpose of making any such sale and executing such deeds and documents;

- (b) **Appointment of Receiver** - by Instrument in writing appoint any Person qualified under Applicable Laws, whether an officer or employee of the Secured Party or not, to be a receiver (which term shall include a receiver and manager) of the Collateral or of any part thereof and remove any receiver so appointed and appoint another instead; and, subject to the provisions of the Instrument appointing such receiver,

any such receiver so appointed shall have power (to the extent permitted by Applicable Laws):

- (i) to take possession of the Collateral or any part thereof;
- (ii) to carry on (or to concur in the carrying on of) all or any part of the business of the Borrower relating to the Collateral and to use the Collateral directly in carrying on the Borrower's business or as security for loans or advances to enable him to carry on the Borrower's business or otherwise;
- (iii) to make any arrangement or compromise which the receiver shall think expedient;
- (iv) to borrow money on the security of the Collateral and in priority to this Debenture for the purpose of the maintenance, preservation or protection of the Collateral or any part thereof or for carrying on all or any part of the business of the Borrower relating to the Collateral (and in so doing the receiver may issue certificates called "**Receiver's Certificates**"). Receiver's Certificates may be payable either to order or to bearer and may be payable at such time or times as the receiver may think expedient and shall bear interest as shall be stated therein and the amounts from time to time payable by virtue of Receiver's Certificates shall form a charge upon the Collateral in priority to the charge of this Debenture; and
- (v) to sell, lease or otherwise dispose of the whole or any part of the Collateral (or to concur therein) at public auction, by public tender or by private sale, with or without advertisement, for cash or upon credit or partly for cash and partly for credit, at such time and upon such terms and conditions as the receiver shall determine with or without

notice and with or without advertising and without any formality all of which are hereby waived by the Borrower, with power to vary or rescind any contract of sale or other contract, buy at any such auction, resell with or under any of the powers conferred hereunder without being answerable for any loss and adjourn any sale from time to time; and the receiver may execute and deliver to any purchaser of the Collateral or any part thereof good and sufficient deeds and documents for the same, the receiver being irrevocably constituted the attorney of the Borrower for the purpose of making any such sale and executing such deeds and documents, provided that such receiver shall be deemed the agent or attorney of the Borrower and not that of the Secured Party and the Secured Party shall not be in any way responsible for any misconduct, negligence, nonfeasance, acts or omissions of any such receiver, his servants, agents or employees. To facilitate the foregoing powers, any such receiver may, to the exclusion of all others, including the Borrower, enter upon, use and occupy all premises owned or occupied by the Borrower wherein the Collateral may be situate, maintain the Collateral upon such premises, borrow money and use Collateral directly in carrying on the Borrower's business or as security for loans or advances to enable him to carry on the Borrower's business or otherwise, as such receiver shall, in his discretion, determine. Except as may be otherwise directed by the Secured Party or the Gold Prepayment Agreement, the net profits of carrying on the said business and the net proceeds of sale shall be applied by the receiver, subject to claims ranking in priority to this Debenture as follows:

- (A) firstly, in payment or reimbursement to the Secured Party of the remuneration, Expenses, disbursements and advances of the Secured Party earned, incurred or made in the administration or enforcement of the Gold Prepayment Agreement, this Debenture or any other Security Document or otherwise in relation to the Gold Prepayment Agreement, this Debenture or any other Security Document;
- (B) secondly, in or towards payment or satisfaction of all other Secured Obligations; and
- (C) thirdly, the surplus (if any) of such moneys shall be paid to the Borrower or as it may direct;

and the following provisions shall apply:

- (vi) The Secured Party may at its discretion vest the receiver with all or any of the rights and powers of the Secured Party.

- (vii) The Secured Party may fix the remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Collateral.
 - (viii) The appointment of any such receiver by the Secured Party shall not result in or create any liability or obligation on the part of the Secured Party to the receiver or to the Borrower or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Secured Party a mortgagee in possession or responsible as such.
 - (ix) No such receiver shall be liable to the Borrower to account for monies other than monies actually received by it in respect of the Collateral, or any part thereof.
 - (x) Save as to claims for accounting to which the Borrower is entitled under Applicable Laws pursuant to Section 8(b)(v), the Borrower hereby releases and discharges any such receiver from every claim of every nature, whether in damages or not which may arise or be caused to the Borrower or any person claiming through or under it by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of wilful misconduct, gross negligence, dishonesty or fraud.
 - (xi) The Secured Party may, at any time and from time to time, terminate any such receivership by notice in writing to the Borrower and to any such receiver.
 - (xii) The statutory declaration of an officer of the Secured Party as to the occurrence of an Event of Default, under the provisions of this Debenture and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual.
 - (xiii) The rights and powers conferred herein in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Secured Party may have.
- (c) **Consultants** - require the Borrower to engage a consultant of the Secured Party's choice, such consultant to receive the full cooperation and support of the Borrower and its employees including, without limitation, unrestricted access to the premises, books and records of the to the Borrower; all fees and Expenses of such consultant shall be for the account of the Borrower and the Borrower hereby authorizes such consultant to report directly to the Secured Party as well as to the Borrower and to disclose to the Secured Party any and all information obtained in the course of such consultant's employment;

- (d) **Further rights** - exercise any of the other rights to which the Secured Party is entitled as holder of this Debenture, including the right to take proceedings in any court of competent jurisdiction for the appointment of a receiver and manager, for the sale of the Collateral or any part thereof or for foreclosure, and the right to take any other actions, suit, remedy or proceeding authorized or permitted thereunder or by law or by equity in order to enforce the security constituted by this Debenture;
- (e) **Statutory rights** - in addition to those rights granted herein and in any other agreement now or hereafter in effect between the Borrower and the Secured Party and in addition to any other rights the Secured Party may have at law or in equity, the Secured Party shall have, both before and after default all rights and remedies of a secured party under Applicable Laws provided always that the Secured Party shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes;
- (f) **Powers of Attorney** - act as attorney for the Borrower (and the Borrower grants to the Secured Party its irrevocable power of attorney, which power shall be binding upon the Borrower and all third parties) to execute and deliver on behalf of the Borrower all documents and Instruments as may be necessary to effect the transfer, assignments and enforcement procedures contemplated in this Debenture. This power of attorney, being coupled with interest, is irrevocable;
- (g) **Secured Party May Purchase Collateral** - may become (and any subsidiary, agent or representative of the Secured Party may become) purchasers at any sale of the Collateral, whether made under the powers of sale contained in this Debenture or pursuant to judicial proceedings, provided that if it acquires any Real Property or Mining Claims it shall acquire such Collateral subject to any existing royalty interests which (i) run with the lands, (ii) are registered against title to such Real Property or Mining Claims, as the case may be and (iii) are a Permitted Encumbrance;
- (h) **Sale, Bars, Claims through Borrower** - any such sale made as aforesaid shall be a perpetual bar, both in law and in equity, against the Borrower and all other persons claiming an interest in the Collateral or any part thereof, by, from, through or under the Borrower; and
- (i) **Sale Proceeds** - in the case of a sale for cash or credit, or part cash and part credit, the Secured Party shall be bound to pay to the Borrower only such moneys as have been actually received from purchasers after the satisfaction of all claims of the Secured Party including payment of any Expenses.

9. PRIOR ENCUMBRANCES AND EXPENSES

If an Event of Default has occurred and is continuing, the Secured Party may pay the amount of any Lien now or hereafter existing, or to arise or to be claimed upon the Collateral having priority over this Debenture, including any taxes, utility charges or other rates on the Collateral, or any of them, and in doing so may incur Expenses. The amount so paid shall be added to the debt hereby secured and be a charge on the Collateral and shall bear interest at the rate aforesaid, and shall be payable forthwith by the Borrower to the Secured Party. In the event of the Secured Party paying the amount of any such Lien, taxes or rates, either out of the monies advanced on the security or otherwise, the Secured Party shall be entitled to all the rights, equities and securities of the Borrower as against the person or persons, company, corporation, or Governmental Authority so paid.

10. SECURED PARTY NOT OBLIGED TO REALIZE SECURITY

The Secured Party shall not be liable or accountable for any failure to collect, enforce or realize an intangible and shall not be bound to institute proceedings for the purpose of collecting, enforcing or realizing the same for the purpose of preserving any right of the Secured Party, the Borrower or any other Person in respect of the same, and shall have no obligation to take any steps to preserve rights against prior parties to any indebtedness (including any Indebtedness (as defined in the Gold Prepayment Agreement)), Instrument or chattel paper whether Collateral or Proceeds and whether or not in the Secured Party's possession and shall not be liable or accountable for any delay in or failure to do so.

11. INDEMNITY

The Borrower shall indemnify the Secured Party and each of its Affiliates and their respective officers, directors, employees, agent and advisors (each such Person being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any third party arising out of, in connection with, or as a result of the execution or delivery of this Debenture or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, other than losses, claims, damages, liabilities or related expenses which (i) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnatee or from disputes amongst Indemnitees or (ii) result from a claim brought by the Borrower against an Indemnatee for breach of such Indemnatee's obligations under this Debenture or any agreement or instrument contemplated hereby or thereby, if the Borrower has obtained a final and non-appealable judgment in its favour on such claim as determined by a court of competent jurisdiction.

12. NO RELEASE

This Debenture shall remain in full force and effect without regard to:

- (a) any assignment, extension, renewal, alteration, modification, amendment, supplement, restatement and/or replacement of or addition to any Security Documents, any other agreement by the Borrower in favour of the Secured Party, the Gold Prepayment Agreement and any other security (which term includes, any surety, guarantee or indemnity) provided to the Secured Party, and in such event, this Debenture shall not be deemed to have been discharged or redeemed or the amounts payable hereunder to have been satisfied or reduced by reason thereof;
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Debenture, the Gold Prepayment Agreement, any other Security Documents, any other agreement between the Secured Party and the Borrower or any other security (which term includes, any guarantee or indemnity) provided to the Secured Party. The taking of any action or proceedings or refraining from so doing, or any other dealing with any other security for the monies secured hereby, shall not release or affect the charge of this Debenture and the taking of the security hereby granted or any proceedings hereunder for the realization of the security hereby granted and shall not release or affect any other security held by the Secured Party for the monies hereby secured;
- (c) any waiver, consent, release, extension, indulgence or other action, inaction or omission under or in respect of this Debenture, the Gold Prepayment Agreement, any other Security Documents, any other agreement between the Secured Party and the Borrower or any other security;
- (d) any default by the Borrower under, or any invalidity or unenforceability of, or any limitation on the liability of the Borrower or on the method or terms of payment under, or any irregularity or other defect in any Security Documents, the Gold Prepayment Agreement, any other agreement between the Secured Party and the Borrower or any other security;
- (e) any merger, consolidation or amalgamation of the Borrower into or with any other Person; or
- (f) any insolvency, bankruptcy, liquidation, reorganization, compromise, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Borrower.

13. DEMAND DEBENTURE

For greater certainty all amounts payable under this Debenture are payable on demand upon the occurrence of an Event of Default which is continuing.

14. DISCHARGE

Upon full and final payment and performance of the Secured Obligations in accordance with the Gold Prepayment Agreement, the Secured Party shall upon request in

writing by the Borrower deliver up this Debenture to the Borrower and shall at the expense of the Borrower cancel and discharge the security interests created hereby and execute and deliver to the Borrower such documents as shall be requisite to discharge such security interests. Any execution and delivery of documents pursuant to this Section 14 shall be without recourse to or warranty by the Secured Party.

15. NOTICES

- (a) **Notices.** Any notice or communication required or permitted to be given under this Debenture shall be in writing and will be made in accordance with the notice provisions of the Gold Prepayment Agreement and shall be deemed to have been given or made at such time as set out in the Gold Prepayment Agreement.
- (b) **Waiver of Notice.** Any notice provided for in this Debenture may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

16. DEBENTURE TO BE CONTINUING SECURITY

The remedies of the Secured Party under this Debenture may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Secured Party however created. The execution and delivery of this Debenture shall not act as a merger of any simple contract debt or suspend the fulfilment of, or affect the rights, remedies or powers of the Secured Party in respect of, any present or future debts, liabilities or obligations of the Borrower to the Secured Party or any security now or hereafter held by the Secured Party for the payment or fulfilment thereof.

17. NO OBLIGATION TO ADVANCE

Neither the execution and delivery nor the registration of this Debenture shall for any reason whatsoever obligate or bind the Secured Party to advance any monies, or, having advanced a portion, obligate the Secured Party in any way to advance the balance thereof; but nevertheless the charge shall take effect forthwith upon execution of this Debenture and shall operate as security for the actual amount of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Secured Party under the Gold Prepayment Agreement, the other Documents and otherwise owing under this Debenture.

18. SET-OFF

The Principal Sum, interest and other amounts hereby secured will be paid and shall be assignable in accordance with the terms of the Gold Prepayment Agreement, without regard to any set-off, counter-claim or equities between the Borrower and the Secured Party. Notwithstanding the foregoing, and any other provision of this Debenture, the Secured Party may at any time, without notice to the Borrower or to any other Person, and from time to time, set-off, appropriate and apply any and all deposits by or for the benefit of the Borrower with the Secured Party, general or special, matured or unmatured, and any other

indebtedness of the Secured Party to the Borrower, against and on account of the Secured Obligations secured hereby irrespective of whether or not the Secured Party has made any demand for payment or the Secured Obligations secured hereby is due.

19. DEFICIENCY

Without limiting any rights the Borrower may have at law, the Borrower shall be liable to pay any deficiency in the obligations secured hereunder that are remaining after the sale or disposition of the Collateral.

20. REVOLVING CREDIT

It is acknowledged and agreed that this Debenture secures, *inter alia*, from time to time, the Tranches and shall not be considered to have been satisfied or discharged by any intermediate payment of the whole or part of the Secured Obligations. This Debenture secures all of the Secured Obligations, including the First Tranche and the Second Tranche made under the Gold Prepayment Agreement.

21. PROVISIONS REASONABLE

Each party hereto acknowledges and declares that it has entered into this Debenture freely and of its own will. In particular, each party hereto acknowledges that this Debenture was freely negotiated by the Borrower and the Secured Party in good faith, that this Debenture does not constitute a contract of adhesion, that there was no exploitation of the Borrower by the Secured Party, and that there is no disproportion between the consideration provided by the Secured Party and that provided by the Borrower.

22. GOVERNING LAW

This Debenture shall be governed in all respects by the law of the Province of Ontario, and the laws of Canada applicable therein.

23. FURTHER ACTS

The Borrower authorizes the Secured Party to file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules identifying the Collateral or any Permitted Encumbrances affecting the Collateral or identifying the locations at which the Borrower's business is carried on and the Collateral and records relating thereto are located) as the Secured Party may deem appropriate to perfect and continue the grant(s), mortgage(s), charge(s), assignment(s) and transfer(s) of this Debenture and the security interests created hereby, to protect and preserve the Collateral and to realize upon this Debenture and the Borrower hereby irrevocably constitutes and appoints the manager from time to time of the Secured Party the true and lawful attorney of the Borrower, with full power of substitution, to do any of the foregoing in the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

Notwithstanding any provision to the contrary, to the extent that the Borrower's interest in the subject matter of the herein granted security would be forfeited, surrendered, released, vacated or otherwise relinquished or extinguished if one or more necessary third party consents to Borrower's grant of said security was or were not received by Borrower (such possibly relinquished or extinguished interests being "**Excepted Interests**"), then Borrower's herein grant of security of or in any Excepted Interest requiring such third party consent will not attach or occur until such time as all such third party consents for said Excepted Interest security grant are received by Borrower.

24. SUCCESSORS AND ASSIGNS

- (a) The Borrower is not entitled to assign its rights and obligations under this Debenture without the prior written consent of the Secured Party, which consent may be unreasonably withheld. Any purported assignment by the Borrower, made without the prior written consent of the Secured Party, shall be null and void.
- (b) The Secured Party shall be entitled to assign its rights and obligations under this Debenture at any time on written notice, and without the consent of, the Borrower.
- (c) This Debenture shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns including, without limitation, any entity with which the Borrower may be amalgamated.
- (d) In any action brought by an assignee of this Debenture and the security interests or any part thereof to enforce any rights hereunder, the Borrower shall not assert against the assignee any claim or defence which the Borrower now has or hereafter may have against the Secured Party.

25. AMENDMENTS

Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Debenture shall be made except by a written agreement executed by the parties hereto, and no waiver of any provision hereof shall be effective unless expressly stated in writing.

26. INVALIDITY

In the event the terms and provisions of this Debenture, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms of this Debenture shall remain in full force and effect.

27. RECEIPT OF COPY

The Borrower acknowledges receipt of a copy of this Debenture by signing it.

28. EXECUTION IN COUNTERPARTS AND ELECTRONIC SIGNATURES

This Debenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Debenture may be validly executed and delivered by facsimile, portable document format (.pdf) or other electronic transmission (including e-mail), and a signature by facsimile, portable document format (.pdf) or other electronic transmission (including e-mail) shall be as effective and binding as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the Borrower has executed this Debenture this 17 day of November, 2016.

SAGE GOLD INC.

By: 

Name: Nigel Lees
Title: President and Chief Executive Officer

**Schedule "A"
Real Property**

Clavos Properties

Fee Simple Parcel Registers (PINs) in Land Registry Office # 6 (Cochrane):

65362-0535 (LT)	65363-0181 (LT)	65362-0301 (LT)
65362-0305 (LT)	65363-0201 (LT)	65362-0507 (LT)
65362-0311 (LT)	65363-0187 (LT)	65362-0505 (LT)
65362-0154 (LT)	65363-0202 (LT)	65362-0156 (LT)
65362-0298 (LT)	65363-0179 (LT)	65362-0157 (LT)
65362-0299 (LT)	65363-0211 (LT)	65362-0155 (LT)
65363-0158 (LT)	65363-0159 (LT)	65362-0504 (LT)
65363-0199 (LT)	65363-0212 (LT)	65362-0506 (LT)
65363-0186 (LT)	65363-0183 (LT)	65362-0503 (LT)
65363-0200 (LT)	65363-0246 (LT)	65363-0188 (LT)
65363-0180 (LT)	65363-0218 (LT)	65363-0189 (LT)
65363-0184 (LT)	65362-0297 (LT)	65363-0223 (LT)
65363-0182 (LT)	65362-0551 (LT)	65362-0302 (LT)
65363-0185 (LT)	65362-0300 (LT)	

Onaman Properties

Fee Simple Parcel Registers (PINs) in Land Registry Office # 55 (Thunder Bay):

62504-1745 (LT)
62504-1549 (LT)
62504-1551 (LT)
62504-1555 (LT)
62504-1550 (LT)
62504-1552 (LT)
62504-1553 (LT)
62504-1554 (LT)

**Schedule "B"
Mining Claims**

Clavos Properties

(a) Patented Mining Claims

Claim	Parcel	PIN	Rights	Township
CP2433	22364sec	65362-302	SRO	German
CP2433	5748sec	65362-535	SMR	German
CP4990	22593sec	65362-305	MRO	German
CP6499	23144sec	65362-311	MRO	German
CP6633	22093sec	65362-154	SRO	German
CP6634	17709sec	65362-298	SRO	German
CP6638	17713sec	65362-299	SRO	German
CP6640	22095sec	65363-158	SRO	Stock
L37438	9238sec	65363-199	MRO	Stock
L37438	17702SEC	65363-186	SRO	Stock
L37439	9239sec	65363-200	MRO	Stock
L37439	17703SEC	65363-180	SRO	Stock
L37440	9250sec	65363-184	SMR	Stock
L37441	9249sec	65363-182	SMR	Stock
L37442	9240sec	65363-185	SMR	Stock
L37443	9243sec	65363-181	SMR	Stock
L37454	9241sec	65363-201	MRO	Stock
L37454	17704SEC	65363-187	SRO	Stock
L37455	9242sec	65363-202	MRO	Stock
L37455	17705SEC	65363-179	SRO	Stock
L42605	12837sec	65363-211	MRO	Stock
L42605	17715SEC	65363-211	SRO	Stock
L42606	12821sec	65363-212	MRO	Stock
L42607	12821sec	65363-212	MRO	Stock
L42608	12822sec	65363-183	SMR	Stock
L42609	12821sec	65363-212	MRO	Stock
L42729	12822sec	65363-183	SMR	Stock
L43304	12821sec	65363-212	MRO	Stock
L46943	12823sec	65363-246	MRO	Stock
L46944	12823sec	65363-246	MRO	Stock
L476976	8724sec	65363-218	MRO	Stock
NP2564	667sec	65362-297	SMR	German
NP5348	1184sec	65362-551	MRO	German
P28977	12819sec	65362-300	SMR	German
P28978	12815sec	65362-301	MRO	German
P28979	12815sec	65362-301	MRO	German
P28980	12815sec	65362-301	MRO	German
P28981	12815sec	65362-301	MRO	German
P29600	12819sec	65362-300	SMR	German

Claim	Parcel	PIN	Rights	Township
P29601	12819sec	65362-300	SMR	German
P29602	20811 sec	65362-154	MRO	German
P29603	12814sec	65362-507	MRO	German
P29604	12817sec	65362-505	MRO	German
P29604	17711SEC	65362-156	SRO	German
P29605	12818sec	65362-504	MRO	German
P29605	17712SEC	65362-157	SRO	German
P29895	12819sec	65362-300	SMR	German
P30683	12816sec	65362-506	MRO	German
P30683	22094SEC	65362-155	SRO	German
P30684	12814sec	65362-507	MRO	German
P30685	12814sec	65362-507	MRO	German
P32143	12820sec	65362-503	MRO	German
P32144	12820sec	65362-503	MRO	German
TP738	10046sec	65363-188	SRO	Stock
TP738	5901sec	65363-189	SRO	Stock
TP748	6281sec	65363-223	MRO	Stock

(b) Unpatented Mining Claims

Claim	Parcel	PIN	Rights	Township
1212954	UPC	n/a	MRO	German
1212957	UPC	n/a	MRO	German
1213708	UPC	n/a	MRO	German
3010679	UPC	n/a	MRO	Stock
3010680	UPC	n/a	MRO	Stock
3010703	UPC	n/a	MRO	Stock
3011212	UPC	n/a	MRO	Stock
3011213	UPC	n/a	MRO	Stock
3011216	UPC	n/a	MRO	Stock
3011217	UPC	n/a	MRO	Stock
3011221	UPC	n/a	MRO	German
1245302	UPC	n/a	MRO	Clergue
1245323	UPC	n/a	MRO	Clergue
1245324	UPC	n/a	MRO	Clergue

Onaman Properties

(a) Patented Mining Claims

Claim	Parcel	PIN	Rights	Township
KK442	6476	62504-1745	MRO	Coughlan Lake Area
KK2238	7129	62504-1549	MRO	Coughlan Lake Area
KK2239	7130	62504-1551	MRO	Coughlan Lake Area
KK2242	7040	62504-1555	MRO	Coughlan Lake Area
KK2272	7321	62504-1550	MRO	Coughlan Lake Area
KK2273	7322	62504-1552	MRO	Coughlan Lake Area
KK2274	7323	62504-1553	MRO	Coughlan Lake Area
KK2275	7324	62504-1554	MRO	Coughlan Lake Area

(b) Unpatented Mining Claims

Claim Number	PIN	Rights	Township / Area
<u>4210030</u>	n/a	MRO	Castlewood Lake Area
<u>4210031</u>	n/a	MRO	Castlewood Lake Area
<u>4210033</u>	n/a	MRO	Castlewood Lake Area
<u>4210034</u>	n/a	MRO	Castlewood Lake Area

This is Exhibit "D" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
 JUSTICE S.F. DUNPHY)

MONDAY, THE 30TH
 DAY OF JULY, 2018



CRH FUNDING II PTE. LTD.

Applicant

- and -

SAGE GOLD INC.

Respondent

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Deloitte Restructuring Inc. as receiver ("**Deloitte**" or, in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Sage Gold Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Andrew Wehrley sworn July 10, 2018, the Exhibits thereto and the Supplemental Affidavit of Andrew Wehrley sworn July 12, 2018 and on hearing the submissions of counsel for the Applicant, counsel for the Debtor, no one else appearing

although duly served as appears from the affidavits of service of Amy Sevigny sworn July 12, 2018 and on reading the consent of Deloitte to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, ^{ADD (but on three days notice to Debtor)}
- (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property, including the proceedings commenced by Toromont Industries Ltd., carrying on business as Battlefield Equipment Rentals, against the Debtor and the Applicant before the Ontario Superior Court of Justice in the Court file number CV-18-00000097-0000, are hereby stayed and suspended pending further Order of this Court, and that any Proceedings seeking to challenge the validity of the Applicant's claim against the Debtor or priority of the Applicant's security interest against its Property shall be brought before this Court, in the context of the present receivership proceedings.

without prejudice to the Debtor seeking leave to commence arbitration proceedings.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related

liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall

exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession. The Receiver shall be deemed not to have taken possession of any of the Property for the purposes of Environmental Legislation or the Mining Act, R.S.O. 1990, C. M.14 during the Review Period (as defined below) while it assesses the environmental condition of the Property and the requirements for completing the process of placing the Debtor's mines on care and maintenance. The Receiver will have the option at any time up to and including August 31, 2018 (the "**Review Period**") of abandoning all or any part of the Property at any time upon filing a certificate with this court so certifying and describing the abandoned Property, all without prejudice to the Debtor's interest in such property and rights and interests of creditors to the abandoned Property and all such rights and interests are expressly reserved. The Receiver shall provide prior written notice to the Director of Mine Rehabilitation and CRH (with a copy to the Service List) of its intention to file a certificate of abandonment at least ten business days in advance of filing such certificate with this Court prior to the expiry of the Review Period. In the event that the Receiver seeks to abandon all or any part of the Property at any other time during these proceedings, save and except for abandonment pursuant to section 14.06(4) of the BIA, the Receiver may do so only with leave of the Court obtained on motion with reasonable notice to the Director of Mine Rehabilitation and CRH (with a copy to the Service List).

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise.

in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier,

personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

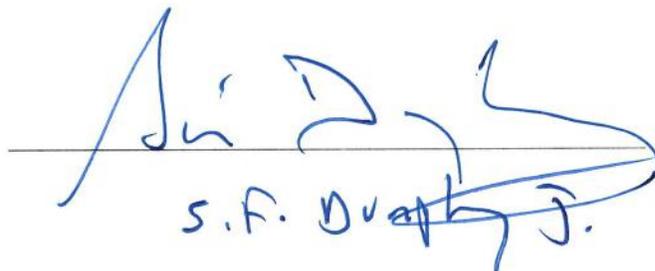
28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



A handwritten signature in blue ink, appearing to read "S.F. Duagh J.", is written over a horizontal line. The signature is stylized and cursive.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUL 30 2018

PER / PAR: *RW*

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Sage Gold Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 2018 (the "**Order**") made in an application having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2018.

DELOITTE RESTRUCTURING INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

CRH FUNDING II PTE. LTD. SAGE GOLD INC.
Applicant and Respondent

Court File No.: CV-18-601307-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER (APPOINTING RECEIVER)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Guy Martel
Tel: (514) 397-3163
Email: gmartel@stikeman.com

Kathryn Esaw LSUC#58264F
Tel: (416) 869-6820
Email: kesaw@stikeman.com

Lawyers for the Applicant

St. Dunlop
30 July 2018

Mr Rober appeared - he is in the process of being retained by the directors of the debtor but has not yet been retained. He asked for an adjournment of the motion which I denied. The IR's report demonstrates the urgent need for a properly funded custodian of this asset and there is no credible alternative to the receiver before me. Counsel for the Ministry is not opposed. Paragraph 3(k) and paragraph 9 of the draft order amended by me to ensure the Debtor - if actively and seriously pursuing a restructuring alternative to receivership - will have an opportunity to make that case. Para 16 has been vetted by the Crown who is not opposed. Draft Order signed as amended.

St. Dunlop

This is Exhibit "E" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

Neeta Sandhu
E-mail: nsandhu@pallettvalo.com
Direct Line: (905) 273-3022 x. 210

BY FAX: (416) 865-7048
& BY EMAIL: wael.rostom@mcmillan.ca
tushara.weerasooriva@mcmillan.ca
stephen.brown-okruhlik@mcmillan.ca

April 14, 2020

McMillan LLP

Attention: Wael M. Rostom, Tushara Weerasooriya and Stephen Brown-Okruhlik
Brookfield Place, Suite 4400
181 Bay Street
Toronto, on M5J 2T3

Dear Counsel:

Re: Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals (“Toromont”) v. Sage Gold Inc. (“Sage”) et al
Construction Lien registered as Instrument No. CB138648 on March 29, 2019 and perfected on May 31, 2018 as Certificate of Action Instrument No. CB139863 (the “Lien”)
Court File No. CV-18-00000097-0000 (the “Action”)
Our File No. 79266

As you are aware, we are the lawyers for Toromont.

We are required to set the Action down for trial to avoid the Lien expiring. We appreciate that there is a stay of proceedings but that does not alleviate our obligations to ensure our client's Lien does not expire. As such, we are writing to request that the Receiver, Deloitte Restructuring Inc., consents to an Order setting the Action down for trial pursuant to section 37 of the *Construction Act*, as it read on or before June 30, 2018 and the Order will confirm that the Action remains stayed unless otherwise ordered by the Court. Alternatively, we require the Receiver's consent to serve and file a Trial Record.

Please confirm the instructions of the Receiver by no later than Monday April 20, 2020. In order to expedite matters we have attached a proposed Consent and draft Order for your consideration.

Yours very truly,

PALLETT VALO LLP



Per: Neeta Sandhu
NSA/er
Encl.

Copy: Phil Reynolds (*Deloitte Restructuring Inc.* by fax: (416) 601-6690 & email: philreynolds@deloitte.ca)

Court File No. CV-18-00000097-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF the *Construction Lien Act*, R.S.O. 1990, c. C.30

B E T W E E N:

TOROMONT INDUSTRIES LTD. CARRYING ON BUSINESS AS
BATTLEFIELD EQUIPMENT RENTALS

Plaintiff

and

SAGE GOLD INC., and
CRH FUNDING II PTE LTD.

Defendants

CONSENT

The Plaintiff, by its lawyers, and by the lawyers for Deloitte Restructuring Inc., the Court-Appointed Receiver of all of the assets, undertakings and properties of the Defendant, Sage Gold Inc., consent to an Order in the form attached hereto as Schedule "A" and confirm that no party is under a disability, and if necessary, the lawyers for Deloitte Restructuring Inc. hereby authorize Neeta Sandhu of Pallett Valo LLP to sign an original of this Consent as its duly authorized agent

Date: April , 2020

**TOROMONT INDUSTRIES LTD. CARRYING
ON BUSINESS AS BATTLEFIELD
EQUIPMENT RENTALS**, by its lawyers, Pallett
Valo LLP

Per: _____
Neeta Sandhu

Date: April , 2020

DELOITTE RESTRUCTURING INC., in its capacity as Receiver of SAGE GOLD INC., by its lawyers, McMillan LLP, and if necessary, by their duly authorized agents, Pallett Valo LLP

Per: _____

SCHEDULE "A"

Court File No. CV-18-00000097-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Lien Act*, R.S.O. 1990, c. C.30

) THE
)
) DAY OF , 2020

B E T W E E N:

**TOROMONT INDUSTRIES LTD. CARRYING ON BUSINESS AS
BATTLEFIELD EQUIPMENT RENTALS**

Plaintiff

and

**SAGE GOLD INC., and
CRH FUNDING II PTE LTD.**

Defendants

ORDER

THIS MOTION made by the Plaintiff, on consent of the Court-Appointed Receiver, Deloitte Restructuring Inc., was read this day at the Courthouse 48 Spruce Street North, Timmins, Ontario.

ON READING the Affidavit of Neeta Sandhu sworn April _____, 2020 and the Consent of the Plaintiff and the Defendant, Sage Gold Inc. by its Receiver, Deloitte Restructuring Inc., filed,

1. THIS COURT ORDERS that this Order constitutes an order for the trial of the action and within the meaning of section 37(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018.

2. THIS COURT ORDERS that this action continues to be stayed pending further Order of this Court.

3. THIS COURT ORDERS that this action not be set on any list for trial without further Order of this Court.

4. THIS COURT ORDERS that a copy of this Order shall be served upon the lawyers for Deloitte Restructuring Inc., the Court-Appointed Receiver of all the assets, undertakings and properties of the Defendant, Sage Gold Inc.

TOROMONT INDUSTRIES LTD. CARRYING ON BUSINESS
AS BATTLEFIELD EQUIPMENT RENTALS
Plaintiff

-and- SAGE GOLD INC. et al.
Defendants

Court File No. CV-18-00000097-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30

PROCEEDING COMMENCED AT
COCHRANE

ORDER

PALLET VALO LLP

Lawyers & Trade-Mark Agents
77 City Centre Drive, West Tower
Suite 300
Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO #71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Lawyers for the Plaintiff

TOROMONT INDUSTRIES LTD. CARRYING ON BUSINESS
AS BATTLEFIELD EQUIPMENT RENTALS
Plaintiff

-and- SAGE GOLD INC. et al.
Defendants

Court File No. CV-18-00000097-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, c. C.30

PROCEEDING COMMENCED AT
COCHRANE

CONSENT

PALLET VALO LLP

Lawyers & Trade-Mark Agents
77 City Centre Drive, West Tower
Suite 300
Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO #71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Lawyers for the Plaintiff

FACSIMILE COMMUNICATION

DATE: April 14, 2020

TO:	COMPANY:	FAX NUMBER:
Wael M. Rostom, Tushara Weerasooriya and Stephen Brown-Okruhlik	McMillan LLP	(416) 865-7048
Phil Reynolds	Deloitte Restructuring Inc.	(416) 601-6690

FROM: Neeta Sandhu

RE: Toromont re Sage Gold

File No. 78266

TOTAL PAGES (including cover) X 8

ORIGINALS TO FOLLOW BY: By Regular Mail By Courier Will Not Follow

Message: Please see the attached correspondence.

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77 City Centre Drive, West Tower, Suite 300, Mississauga, Ontario L5B 1M5 Telephone: 905.273.3300 Fax: 905.273.6820 Toll Free: 1.800. 1,378

FACSIMILE COMMUNICATION

DATE: April 14, 2020

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Wael M. Rostom, Tushara Weerasooriya and Stephen Brown-Okruhlik	McMillan LLP	(416) 865-7048
Phil Reynolds	Deloitte Restructuring Inc.	(416) 601-6690

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 TIME USE 02'56
 PAGES SENT 8
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FACSIMILE COMMUNICATION

DATE: April 14, 2020

TO:	COMPANY:	FAX NUMBER:
Wael M. Rostom, Tushara Weerasooriya and Stephen Brown-Okruhlik	McMillan LLP	(416) 865-7048
Phil Reynolds	Deloitte Restructuring Inc.	(416) 601-6690

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Message: Please see the attached correspondence.

If all pages have not been transmitted clearly, please call Eartha at (905) 273-3300 ext. 234 as soon as possible.

This is Exhibit "F" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

From: [Stephen Brown-Okruhlik](#)
To: [Eartha Reid-Wilmot](#); [Neeta Sandhu](#)
Cc: philreynolds@deloitte.ca; tushara.weerasooriva@mcmillan.ca; [Wael Rostom](#)
Subject: RE: *URGENT - RESPONSE REQUIRED* Toromont re Sage Gold, et al. (79266) [PV-Active.FID609637]
Date: April 14, 2020 3:19:16 PM
Attachments: [image001.gif](#)

Thank you, Eartha and Neeta.

The Receiver is prepared to consent to a lift stay for the purpose of setting your client's construction lien action down for trial, subject to the limitations you have set out. However, the relief should be sought from the Commercial List Court within the existing receivership proceedings (CV-18-601307-00CL). Would you kindly prepare a revised consent and draft order for our review?

Kind regards,
 Stephen



Stephen Brown-Okruhlik

Partner
 d 416.865.7043
stephen.brown-okruhlik@mcmillan.ca

Assistant: Margie Napolitano | 416.865.7150 | margie.napolitano@mcmillan.ca
 Assistant: Daisy Leslie | 416.865.7123 | daisy.leslie@mcmillan.ca

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From: Eartha Reid-Wilmot <EReid-Wilmot@pallettvalo.com>
Sent: Tuesday, April 14, 2020 12:08 PM
To: Wael Rostom <Wael.Rostom@mcmillan.ca>; tushara.weerasooriva@mcmillan.ca; Stephen Brown-Okruhlik <Stephen.Brown-Okruhlik@mcmillan.ca>
Cc: philreynolds@deloitte.ca; Neeta Sandhu <nsandhu@pallettvalo.com>
Subject: *URGENT - RESPONSE REQUIRED* Toromont re Sage Gold, et al. (79266) [PV-Active.FID609637]
Importance: High

Good afternoon Counsel,

Please see the attached correspondence from Ms. Sandhu.

Thank you.

Eartha Reid-Wilmot
[Pallett Valo LLP](#) | Legal Administrator
 Direct: 905.273.3022 x 284
 Email: ereid-wilmot@pallettvalo.com

www.pallettvalo.com

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This is Exhibit "G" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

From: [Neeta Sandhu](#)
To: [Stephen Brown-Okruhlik](#)
Cc: [Jaleesa Rodney](#); [Eartha Reid-Wilmot](#); [Tushara Weerasooriya](#)
Subject: RE: *Urgent Response Required* Re: Toromont v Sage Gold (79266) [PV-Active.FID609637]
Date: May 5, 2020 3:50:36 PM
Attachments: [2020-05-05 - Consent and Order re_set lien action down_tracked changes - 4318634v1.DOCX](#)
[2020-05-05 - Consent and Order re_set lien action down - 4300840v4.DOCX](#)

Stephen,

Attached is the revised Consent to draft Order as well as a copy with tracked changes.

Regards,

Neeta Sandhu

[Pallett Valo LLP](#) | Lawyer

Direct: 905.273.3022 x 210

Email: nsandhu@pallettvalo.com

www.pallettvalo.com | [Bio](#) | [vCard](#)

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From: Stephen Brown-Okruhlik [mailto:Stephen.Brown-Okruhlik@mcmillan.ca]
Sent: Tuesday, May 5, 2020 3:32 PM
To: Neeta Sandhu
Cc: Jaleesa Rodney; Eartha Reid-Wilmot; Tushara Weerasooriya
Subject: RE: *Urgent Response Required* Re: Toromont v Sage Gold (79266) [PV-Active.FID609637]

Thanks, Neeta. We will review and get back to you.

Can you please send a blackline of the consent and draft order against the versions that we previously consented to?

Kind regards,

Stephen

mcmillan

Stephen Brown-Okruhlik

Partner

d 416.865.7043

stephen.brown-okruhlik@mcmillan.ca

Assistant: Margie Napolitano | 416.865.7150 | margie.napolitano@mcmillan.ca

Assistant: Daisy Leslie | 416.865.7123 | daisy.leslie@mcmillan.ca

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From: Neeta Sandhu <nsandhu@pallettvalo.com>
Sent: Tuesday, May 5, 2020 12:04 PM
To: Stephen Brown-Okruhlik <Stephen.Brown-Okruhlik@mcmillan.ca>
Cc: Jaleesa Rodney <jrodney@pallettvalo.com>; Eartha Reid-Wilmot <EReid-Wilmot@pallettvalo.com>
Subject: *Urgent Response Required* Re: Toromont v Sage Gold (79266) [PV-Active.FID609637]

Good Afternoon Stephen,

Attached is a copy of Toromont's draft Motion Record and Consent to draft Order for your review and approval. Please note that we made some revisions to the draft Order for your consideration.

Please advise whether any further revisions are required and if not, please provide us with your authority to execute the original Consent as your duly authorized agent.

Regards,

Neeta Sandhu

[Pallett Valo LLP](#) | Lawyer

Direct: 905.273.3022 x 210

Email: nsandhu@pallettvalo.com

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Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

CONSENT

The lawyers for Deloitte Restructuring Inc. in its capacity as, Court-Appointed Receiver of all of the assets, undertakings and properties of the Respondent, Sage Gold Inc., and the lawyers for Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals, the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, consent to an Order in the form attached hereto as Schedule "A" and confirm that no party is under a disability.

Date: May _____, 2020

**TOROMONT INDUSTRIES LTD.
CARRYING ON BUSINESS AS
BATTLEFIELD EQUIPMENT
RENTALS, by its lawyers, Pallett Valo
LLP**

Per: _____

Neeta Sandhu

Date: May _____, 2020

**DELOITTE RESTRUCTURING INC., in
its capacity as Court-Appointed Receiver
of SAGE GOLD INC. and not in its
personal or corporate capacity, by its
lawyers, McMillan LLP, and if necessary,
by its duly authorized agents, Pallett Valo
LLP**

Per: _____

Stephen Brown-Okruhlik

Schedule "A"

Court File No. CV-18-601307-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THE
JUSTICE)
)
) DAY OF , 2020

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

ORDER

THIS MOTION made by Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals ("Toromont"), the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, on consent of the Court-appointed receiver, Deloitte Restructuring Inc. (the "Receiver"), was read this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Neeta Sandhu sworn May 5, 2020 and the Exhibits thereto, and the Consent of Toromont and the Receiver, filed,

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further services thereof.
2. THIS COURT ORDERS that the stay of proceedings provided for in paragraph 9 of the Order of the Honourable Justice Dunphy dated July 30, 2018 (the “Receivership Order”) in this proceeding be and hereby is lifted for the limited purpose of allowing Toromont to set down for trial the action commenced in the Timmins Superior Court of Justice bearing Court File No. CV-18-00000097-0000 (the “Lien Action”) in accordance with s.37(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018.
3. THIS COURT ORDERS that a copy of this Order be filed in the court file for the Lien Action;
4. THIS COURT ORDERS that, apart from the relief in paragraph 2 of this Order, the Lien Action continues to be stayed in accordance with the Receivership Order.
5. THIS COURT ORDERS that the Lien Action not be set on any list for trial without further Order of this Court.
6. THIS COURT ORDERS that a copy of this Order shall be sent to counsel for Deloitte Restructuring Inc., the Court-Appointed Receiver of all the assets, undertakings and properties of the Defendant, Sage Gold Inc., by fax, mail or email forthwith after entry.

Signature of Judge

CRH FUNDING II PTE. LTD.
Applicant

-and- SAGE GOLD INC.
Respondent

Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
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TORONTO

CONSENT

PALLET VALO LLP

Lawyers & Trade-Mark Agents
77 City Centre Drive, West Tower
Suite 300
Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO # 71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Email: mruberto@pallettvalo.com

Email: nsandu@pallettvalo.com

Lawyers for Toromont Industries Ltd. carrying on business as
Battlefield Equipment Rentals

CRH FUNDING II PTE. LTD.
Applicant

-and- SAGE GOLD INC.
Respondent

Court File No. CV-18-601307-00CL

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SUPERIOR COURT OF JUSTICE
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ORDER

PALLET VALO LLP

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Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO # 71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Email: mruberto@pallettvalo.com

Email: nsandu@pallettvalo.com

Lawyers for Toromont Industries Ltd. carrying on business as
Battlefield Equipment Rentals

Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

CONSENT

The lawyers for Deloitte Restructuring Inc. in its capacity as, Court-Appointed Receiver of all of the assets, undertakings and properties of the Respondent, Sage Gold Inc., and the lawyers for Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals, the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, consent to an Order in the form attached hereto as Schedule "A" and confirm that no party is under a disability.

Date: April _____, 2020

**TOROMONT INDUSTRIES LTD.
CARRYING ON BUSINESS AS
BATTLEFIELD EQUIPMENT
RENTALS, by its lawyers, Pallett Valo
LLP**

Per: _____

Neeta Sandhu

Date: April _____, 2020

**DELOITTE RESTRUCTURING INC., in
its capacity as Court-Appointed Receiver
of SAGE GOLD INC. and not in its
personal or corporate capacity, by its
lawyers, McMillan LLP, and if necessary,
by its duly authorized agents, Pallett Valo
LLP**

Per: _____

Stephen Brown-Okruhlik

Schedule "A"

Court File No. CV-18-601307-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THE
JUSTICE)
)
) DAY OF , 2020

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

ORDER

THIS MOTION made by Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals ("Toromont"), the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, on consent of the Court-appointed receiver, Deloitte Restructuring Inc. (the "Receiver"), was read this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Neeta Sandhu sworn ~~May~~April _____, 2020 and the Consent of Toromont and the Receiver, filed,

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further services thereof.

~~1.2.~~ THIS COURT ORDERS that the stay of proceedings provided for in paragraph ~~8~~9 of the Order of the Honourable Justice Dunphy dated July 30, 2018 (the “Receivership Order”) in this proceeding be and hereby is lifted for the limited purpose of allowing Toromont to set down for trial the action commenced in the Timmins Superior Court of Justice bearing Court File No. CV-18-00000097-0000 (the “Lien Action”) in accordance with s.37(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018.

~~2.3.~~ THIS COURT ORDERS that a copy of this Order be filed in the court file for the Lien Action;

~~3.4.~~ THIS COURT ORDERS that, apart from the relief in paragraph ~~2~~4 of this Order, the Lien Action continues to be stayed in accordance with the Receivership Order.

~~4.5.~~ THIS COURT ORDERS that the Lien Action not be set on any list for trial without further Order of this Court.

~~5.6.~~ THIS COURT ORDERS that a copy of this Order shall be sent to counsel for Deloitte Restructuring Inc., the Court-Appointed Receiver of all the assets, undertakings and properties of the Defendant, Sage Gold Inc., by fax, mail or email forthwith after entry.

Signature of Judge

CRH FUNDING II PTE. LTD.
Applicant

-and- SAGE GOLD INC.
Respondent

Court File No. CV-18-601307-00CL

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SUPERIOR COURT OF JUSTICE
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CONSENT

PALLET VALO LLP

Lawyers & Trade-Mark Agents
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MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO # 71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Email: mruberto@pallettvalo.com

Email: nsandu@pallettvalo.com

Lawyers for Toromont Industries Ltd. carrying on business as
Battlefield Equipment Rentals

CRH FUNDING II PTE. LTD.
Applicant

-and- SAGE GOLD INC.
Respondent

Court File No. CV-18-601307-00CL

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TORONTO

ORDER

PALLET VALO LLP

Lawyers & Trade-Mark Agents
77 City Centre Drive, West Tower
Suite 300
Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO # 71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Email: mruberto@pallettvalo.com

Email: nsandu@pallettvalo.com

Lawyers for Toromont Industries Ltd. carrying on business as
Battlefield Equipment Rentals

This is Exhibit "H" referred to in the Affidavit of Neeta Sandhu
sworn May 5, 2020



Commissioner for Taking Affidavits (or as may be)

Kyle L. Kuczynski

From: [Stephen Brown-Okruhlik](#)
To: [Neeta Sandhu](#)
Cc: [Jaleesa Rodney](#); [Eartha Reid-Wilmot](#); [Tushara Weerasooriya](#)
Subject: RE: *Urgent Response Required* Re: Toromont v Sage Gold (79266) [PV-Active.FID609637]
Date: May 5, 2020 4:36:43 PM

Hi Neeta,

You have my authority to execute the consent on my behalf.

Kind regards,
 Stephen

mcmillan

Stephen Brown-Okruhlik

Partner
 d 416.865.7043
stephen.brown-okruhlik@mcmillan.ca

Assistant: Margie Napolitano | 416.865.7150 | margie.napolitano@mcmillan.ca
 Assistant: Daisy Leslie | 416.865.7123 | daisy.leslie@mcmillan.ca

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Cc: Jaleesa Rodney <jrodney@pallettvalo.com>; Eartha Reid-Wilmot <EReid-Wilmot@pallettvalo.com>
Subject: *Urgent Response Required* Re: Toromont v Sage Gold (79266) [PV-Active.FID609637]

Good Afternoon Stephen,

Attached is a copy of Toromont's draft Motion Record and Consent to draft Order for your review and approval. Please note that we made some revisions to the draft Order for your consideration.

Please advise whether any further revisions are required and if not, please provide us with your authority to execute the original Consent as your duly authorized agent.

Regards,

Neeta Sandhu
[Pallett Valo LLP | Lawyer](#)
 Direct: 905.273.3022 x 210
 Email: nsandhu@pallettvalo.com
www.pallettvalo.com | [Bio](#) | [vCard](#)

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CRH FUNDING II PTE. LTD.
Applicant

-and- SAGE GOLD INC.
Respondent

Court File No. CV-18-601307-00CL

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SUPERIOR COURT OF JUSTICE
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TORONTO

AFFIDAVIT OF NEETA SANDHU

PALLET VALO LLP

Lawyers & Trade-Mark Agents
77 City Centre Drive, West Tower
Suite 300
Mississauga, Ontario
L5B 1M5

MARIA RUBERTO (LSO # 51148D)

NEETA SANDHU (LSO #71049A)

Tel: (905) 273-3300

Fax: (905) 273-6920

Lawyers for Toromont Industries Ltd. carrying on business as
Battlefield Equipment Rentals

TAB 3

Court File No. CV-18-601307-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

CONSENT

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Date: May 5, 2020

**TOROMONT INDUSTRIES LTD.
CARRYING ON BUSINESS AS
BATTLEFIELD EQUIPMENT
RENTALS, by its lawyers, Pallett Valo
LLP**

Per: 

Neeta Sandhu

Date: May 5, 2020

**DELOITTE RESTRUCTURING INC., in
its capacity as Court-Appointed Receiver
of SAGE GOLD INC. and not in its
personal or corporate capacity, by its
lawyers, McMillan LLP, and if necessary,
by its duly authorized agents, Pallett Valo
LLP**

For: Per: 

Stephen Brown-Okruhlik

Schedule "A"

Court File No. CV-18-601307-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THE
JUSTICE)
)
) DAY OF , 2020

B E T W E E N:

CRH FUNDING II PTE. LTD.

Applicant

-and-

SAGE GOLD INC.

Respondent

ORDER

THIS MOTION made by Toromont Industries Ltd. carrying on business as Battlefield Equipment Rentals ("Toromont"), the Plaintiff in Court File No. CV-18-00000097-0000 commenced in the Timmins Superior Court of Justice, on consent of the Court-appointed receiver, Deloitte Restructuring Inc. (the "Receiver"), was read this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Neeta Sandhu sworn May 5, 2020 and the Exhibits thereto, and the Consent of Toromont and the Receiver, filed,

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further services thereof.
2. THIS COURT ORDERS that the stay of proceedings provided for in paragraph 9 of the Order of the Honourable Justice Dunphy dated July 30, 2018 (the “Receivership Order”) in this proceeding be and hereby is lifted for the limited purpose of allowing Toromont to set down for trial the action commenced in the Timmins Superior Court of Justice bearing Court File No. CV-18-00000097-0000 (the “Lien Action”) in accordance with s.37(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as it read on or before June 30, 2018.
3. THIS COURT ORDERS that a copy of this Order be filed in the court file for the Lien Action;
4. THIS COURT ORDERS that, apart from the relief in paragraph 2 of this Order, the Lien Action continues to be stayed in accordance with the Receivership Order.
5. THIS COURT ORDERS that the Lien Action not be set on any list for trial without further Order of this Court.
6. THIS COURT ORDERS that a copy of this Order shall be sent to counsel for Deloitte Restructuring Inc., the Court-Appointed Receiver of all the assets, undertakings and properties of the Defendant, Sage Gold Inc., by fax, mail or email forthwith after entry.

Signature of Judge

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Applicant

-and- SAGE GOLD INC.
Respondent

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PROCEEDING COMMENCED AT
TORONTO

CONSENT

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Battlefield Equipment Rentals

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ORDER

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MOTION RECORD

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