



This is the 1st affidavit
of Clyde Wesson in this case
and was made on
December 12, 2021

No. S-2110503
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF OTSO GOLD CORP., OTSO GOLD OY, OTSO GOLD AB, and
2273265 ALBERTA LTD.

PETITIONERS

AFFIDAVIT

I, Clyde Wesson, of Sydney, New South Wales, Australia, businessman, SWEAR
THAT:

1. I am Executive Director of Lionsbridge Pty. Ltd. ("**Lionsbridge**") and Corporate Manager of Westech International Pty. Ltd. ("**Westech**", and together with Lionsbridge, the "**Wesson Companies**"). As such I have personal knowledge of the facts hereinafter deposed to except when stated to be on information and belief, in which case I believe them to be true.
2. In preparing this affidavit, I have reviewed the business records maintained by the Wesson Companies in respect of the matters at issue, which I believe were made in the ordinary and usual course of their business.

DS

3. I am authorized to make this affidavit on behalf of the Wesson Companies in respect of the application of Otso Gold Corp. ("**Otso Gold**"), Otso Gold OY, Otso Gold AB and 2273265 Alberta Ltd. (collectively, "**Otso**" or the "**Petitioners**") for, among other things, an order extending the Stay Period (as defined in the Initial Order pronounced December 3, 2021 in these proceedings), to January 14, 2022.
4. Capitalized terms used but not otherwise defined in this affidavit shall have the meanings given to them in the 1st Affidavit of Victor Koshkin made on December 3, 2021 ("**Koshkin #1**").

General Background

5. My father, Brian Wesson (I will, without meaning any disrespect, refer to him as Brian in this affidavit) has been in the mining business for over 40 years. He is a mining engineer and MBA and has specialized in reviving mines that are technically sound but have run into trouble because of management failures.
6. I am a lawyer by training (B.Comm, LLB, LLM) and admitted to the Supreme Court of New South Wales but practised only briefly. I have worked in Brian's business since I was a teenager, across the business with a focus on the corporate, financial and legal aspects of the business. My mother, Amelia has also worked in the business for many years. While Brian deals with technical issues Amelia typically is in charge of HR. In recent years my sister Nicole has also helped out in a project management role.
7. The Wesson Group – a collection of companies headed up by Brian – operates in part through Lionsbridge and Westech. Lionsbridge delivers management services including CEO, CFO and HR services. Westech delivers technical services and can field technically proficient teams to build and run mines.
8. Much of the Wesson Group's business has been in gold mining.
9. In order to run a profitable gold mine, it is necessary to identify precisely where the ore is located; assemble appropriate equipment and trained workers to extract the

ore, carry it to be milled and crushed; and assemble appropriate equipment and trained workers to extract the gold from the crushed ore.

10. Otso's previous management had identified an ore body that could be mined by the open pit method; they had built a mill to treat the ore; and they had put the mine into operation. The ore body at the Otso Gold Mine is a complex veined deposit and requires a deep understanding of the geology and significant expertise in mining and processing to successfully mine it. Unhappily, Otso's prior management had not delineated the ore body with sufficient precision. As a result they mined and processed a lot of waste, resulting in low head grades that made the operation unprofitable.
11. This was the point, in early 2019, when Otso's senior secured lender, Pandion, asked Brian to take a look at Otso.
12. Brian studied the operation and formed the opinion that it could be turned into a profitable gold mine. Doing so would require a great deal of hard work and a substantial additional investment. That effort and investment would not make sense if the value created by a successful rescue were overwhelmed by the existing debt. So Lionsbridge entered into negotiations with Pandion that resulted – in October 2019 – in Pandion agreeing, among other things:
 - (a) to accept the sum of US\$23 million in full and final satisfaction of the amounts owing to it, provided that the US \$23 million sum was paid to Pandion by two equal instalments 18 and 24 months later;
 - (b) that Otso could repurchase the net smelter royalty (a royalty that is a percentage of the revenue that the mine realizes from selling the mineral) of 2.5%, for US\$15 million; and
 - (c) to fund the beginnings of the rehabilitation of the mine.
13. We became aware of BGL's interest in the Otso Gold Mine in early 2020. By October of that year we had given them and their advisers (White & Case,

WS

Stikeman Elliott and KPMG) access to an electronic data room that contained all of Otso's relevant documentation, including a full set of documents describing the obligations to Pandion and the security documentation in Pandion's favour.

14. Otso Gold signed a letter of intent with BGL in October 2020 – on the strength of which BGL advanced US\$1 million – and signed final documents for the first US\$11 million with them in December 2020.
15. The key work to be done at the Otso Gold Mine was to add a significant number of drill holes to delineate the deposit with greater precision so as to inform a feasibility study as well as the completion of some preparatory works. We started that work as soon as Otso had the US\$11 million and continued right until production started in late 2021.
16. Brian and I explained to representatives of BGL including Victor Koshkin, Nicolas Pascault, Vladimir Lilekov, and Martin Smith from the outset of our discussions with them that the initial US\$11 million would not suffice to revive the mine and this was also clear from the side letter discussed further in paragraph 88 below. BGL's investment was structured as US\$11 million of shares with warrants attached. The plan was for the exercise of those warrants to generate the cash to bring the project to production. It was possible to estimate what the ultimate cost of that process might be; but – as with all mining projects – estimates of that sort cannot be precise.
17. In July 2021, BGL exercised the warrants, which put another approximately US\$11 million into the Otso treasury.
18. In July 2021, some five months after the closing of BGL's initial investment, Investment Canada advised Otso that the Administrator had issued a notice that said:

Through one of its shareholders, and through its corporate connections to Brunswick Rail Ltd. and Amalgam Rail Management, the Investor may be subject to the influence of entities of concern tied to organized crime and the

government of a foreign state. Through the Canadian business, these entities could seek to introduce illicit funds into Canada in support of illicit activities; therefore, this investment could be injurious to Canada's national security through the Canadian financial system.

19. The Investor was BGL.
20. So far as I know, this investigation is still ongoing.
21. From the outset BGL told us that they had particular expertise in finance and that we should let them look after refinancing the Pandion debt and ourselves focus on reopening the mine. We followed their wishes, though we attended conference calls with their financing prospects and gave them access to our own contacts among the Western banks.
22. Brian and I told BGL more than once that they would need a feasibility study before they could interest Western banks in the mine and we commissioned a feasibility study by Boyd Company ("**Boyd**"), an independent mining consultancy.
23. We were continuing the drilling program that would inform the feasibility study and by September of this year had completed nearly 10,000 metres of drilling.
24. Meanwhile we were moving the mine toward production: hiring and training personnel, carrying out necessary capital projects and so on. As with the start-up of any new mine, we encountered numerous problems and the early weeks were quite unprofitable. But as we solved the various problems we thought that we were close to cash-flow breakeven and thought that we had a reasonable chance of positive cash flow in December.
25. At the beginning of November we officially opened the mine and poured the first gold.

Conflict with BGL

26. In the meantime we were encountering increasing problems with BGL. As the realization dawned on BGL that they would not be able to refinance the Pandion

debt with Western banks before 7 December 2021, when the Pandion debt fell due, BGL's representatives became more and more difficult to deal with, to the point of open hostility to Brian and me.

27. One possible solution was to seek more time from Pandion. Brian and I would have been willing to attempt to negotiate an extension, given our previous successful negotiation on behalf of Otso. But BGL instructed us not to open negotiations with Pandion. Instead they opened negotiations with Pandion themselves, with the result that they alienated Pandion and closed that avenue to a solution.
28. When they realized that Western banks would not finance them, BGL turned to two Russian banks, Sberbank and VTB. Both of those banks were on the European Union's list of sanctioned banks. We feared that the effect of doing so would be to make Otso's existing business partners including Otso's banks nervous, with the risk that they would decline to deal with Otso further. Otso's principal local bank, Danske Bank, had relatively recently been heavily disciplined for laundering Russian proceeds of crime. As a result Brian and I worried about maintaining Otso's banking connections. That could have been disastrous: the terms of Otso's permits required it to post bonds issued by local banks. In spite of significant attempts, Otso was unable to identify any alternative banks to Danske Bank. We worried also about the Finnish authorities commencing proceedings that mirrored the Investment Canada proceeding.
29. BGL nonetheless insisted on proceeding with Sberbank and VTB. So far as I know no agreement has yet been made for those banks to lend any money.
30. Meanwhile BGL made life difficult for us. They insisted on countersigning every cheque that we issued, including payments to arm's length third party vendors and on many occasions held up their signature, leading to significant problems managing those vendors. As described below in paragraph 100, representatives of BGL pestered Boyd, to the point where Gregory Sparkes, the lead author of the feasibility study by Boyd, would no longer speak to them. When Brian and I raised

the issue of extending the Services Agreement, which was going to expire in mid-2022, they declined to do so, even though that put pressure on us to redeploy our technical team after the expiry date of the contract.

31. We were also concerned about BGL's insistence on being give sight of the feasibility study in advance of their investing a further US\$5 million, even though that information was clearly material and had not been disclosed to the public.
32. When it became clear to us that BGL would not meet the Pandion deadline, Lionsbridge went into the market and found a backer to make an offer to refinance Pandion. BGL, in two successive board meetings, declined to discuss it.
33. In the last weeks of the relationship BGL and the Wesson Companies exchanged a series of letters, copies of which are **Exhibits "A" to "F"**.
34. The final straw for Brian and me came when BGL retained Alvarez & Marsal, at great cost, to take over leadership of the company, effectively supplanting Lionsbridge. Having regard to all of our other concerns about the conduct of BGL, and now being stripped of what little control and authority we had left, Brian and I thought we had no option but to resign as officers and directors of Otso and to terminate Lionsbridge's engagement to manage Otso.
35. We did not terminate Otso's engagement of Westech. As Victor Koshkin points out in paragraph 42 of Koshkin #1, the Westech technical personnel is essential to the continuing operation of the Otso Gold Mine.
36. Attached as **Exhibits "G", "H" and "I"** are copies of Westech's monthly invoices for services rendered to Otso in September, October and November 2021. The average monthly invoice amount for technical services provided in September, October and November 2021 is US\$204,661.89. Based on the last three months of travel expenses, we estimate that Westech will incur approximately US\$5,500 per month in travel expenses to maintain Westech's employees on site at the Otso Gold Mine.

37. On November 30, 2021 Brian was arrested, at the behest of Otso's new management, on trumped up charges. I will deal with them in more detail below under the heading "Allegations Against Brian".
38. I will now turn to specific allegations made in Koshkin #1 and Mr. Koshkin's 3rd Affidavit made on December 8, 2021 ("**Koshkin #3**"). Those affidavits contain too many misstatements to address each one, although the allegations appear to fall into two broad categories: firstly, that Brian and/or I withheld information from BGL, and secondly, that we inappropriately made payments from Otso funds. I confirm that at no time did I, or to my knowledge, Brian (with whom I worked very closely and obviously know very well) ever withhold information from BGL or do anything to deliberately mislead them. I also confirm that any and all payments made from Otso funds were proper and in the best interests of Otso.
39. Below I will deal only with those misstatements that seem most material to these proceedings.

Credit Cards

40. Otso relies on about 14 senior technical people to run the mine. All of those people are employees of Westech. They hail from throughout the world, including Europe, the United Kingdom, the United States and Australia, and travel to and from Finland for work. All of that travel is funded through the credit cards.
41. BGL insisted on extraordinarily tight spending controls, requiring a BGL signature on virtually every expenditure. The credit cards were exempted from those restrictions, because it would have made making travel arrangements for so many people practically impossible. **Exhibit "J"** is the latest version of the Subscription Agreement that contains these restrictions (and the exemption).
42. Reporting on the credit card spending was done quarterly. We held the supporting documentation so that it was available for auditing purposes. We are now in the process of assembling this information and will provide it to the Monitor.

43. All transfers to fund the credit cards, and the balances of the credit cards, were visible on the Bank of Montreal (“**BMO**”) platform to which Mr. Koshkin had access and which he used routinely to authorize spending.
44. Further details regarding the credit card expenditures are discussed below.

Financial Records and Financial Reporting (Koshkin #1, paras 15, 36)

45. Substantially all of the economic activity in Otso occurred at the mine site. The books of the mining subsidiary were kept at the mine site by the finance executive, Hanna Rannikko, who was supported as necessary by outside accounting agencies.
46. BGL selected a Chief Financial Officer for Otso Gold named Andrey Maruta. His duties shifted from the CFO role to working on potential financings. In addition BGL nominated Mr. Koshkin as a required signing officer on all of Otso’s bank accounts. Both Maruta and Koshkin had ready access to Ms. Rannikko and to any financial information that was available and that they desired to see.
47. In addition, BGL had a nominee, Nicolas Pascault, on the Audit Committee that approved Otso’s annual and quarterly financial statements.

Staffing at the Otso Gold Mine (Koshkin #1, para 26)

48. Mr. Koshkin is likely correct that Otso employs directly about 132 staff, that is, personnel employed directly by Otso. But the total number of workers at the mine site is closer to 250. The difference is made up of the personnel deployed by the mining contractor, E. Hartikainen Oy (about 100), CRS Laboratories OY (about 7) and Westech (about 14).
49. As the mine went back into production and then ramped up production, and as necessary capital works projects were carried out (such as rebuilding the walls of the tailings dam) the contractors’ bills increased.

Allegations against Brian

The "missing" \$741,000 (Koshkin #1, paras 28, 32, 175(d))

50. Otso sells all of its dore bars to a gold refiner named MKS. MKS pays Otso by means of wire transfers that travel through the banking system to Otso's bank account at Danske Bank. Otso has no access to the cash until it reaches its bank account. To the best of my knowledge funds in the account can be dealt with only upon the authority of two of three signatories: Hanna Rannikko, Otso's finance executive, Victor Koshkin and Brian.
51. I learned on or about November 25, 2021 that a transfer into Danske Bank had been returned to the transmitting bank because information that Danske Bank required, according to EU regulations, to accompany the payment was missing. **Exhibit "K"** is a copy of the email chain in which Danske Bank described the problem.
52. None of the funds reached Brian or me or any Wesson Group company.
53. The minutes of the November 24, 2021 board meeting, taken by Otso's Canadian counsel (**Exhibit "L"**), record that Brian explained the difficulty with the MKS money being hung up because of anti-money laundering issues.
54. Those minutes are not exhibited to Koshkin #1.

Increase in Trade Payables (Koshkin #1, paras 64, 175(c))

55. As described above, as activity at the mine site increased, so too did Otso's obligations to its creditors (the mining contractor, the lab and the supplier of electric power being among the largest). That increase was entirely predictable and appropriate/consistent with the push to resume operations at the Otso Gold Mine. Otso expected to pay down those obligations by pouring and selling gold.
56. Otso did pour gold, but there is lag time between pouring and selling gold and receiving cash from the sales. Until the cash arrived, the payables increased.

57. The details of the amounts owed to the trade creditors are all in the possession of Otso's accounting personnel at the mine site and have always been readily available to BGL and its personnel.

Lionsbridge Office Emptied (Koshkin #1, para 175(a))

58. There is an administration building at the mine site. Brian and his wife Amelia (who headed up HR for Otso) worked from two rooms separated by a small conference room. When I went to the mine site I worked from an office close to theirs, which I shared with my sister Nicole, who had a project management role.
59. Brian used a laptop that Lionsbridge had purchased in 2017. **Exhibit "M"** is a copy of the receipt for that purchase. Certain confidential information related to Otso's affairs is stored on that laptop and other Lionsbridge devices as a result of Lionsbridge carrying out its management functions pursuant to the Services Agreement. Lionsbridge has at all times complied with its obligations to keep that information confidential and will continue to do so. Neither I nor any other Lionsbridge employee downloaded confidential information from servers prior to leaving the office.
60. When I left I took all of my and Lionsbridge's property. I left behind property – such as computer screens – that belonged to Otso. To the best of my knowledge, Brian and Amelia did likewise. Amelia had a mobile phone. We have told Otso that we would be glad to return that phone to them. Having heard nothing further on the subject from Otso, we have given the phone to Brian's criminal counsel in Finland and it is my understanding that the phone will be delivered to the Finnish police.
61. In short, I know of no property of Otso's that is currently in my or my family's (or Lionsbridge's) possession.

Credit Card Accruals (Koshkin #1, para 175(d))

62. Brian and I each had a BMO credit card that was used exclusively for Otso's corporate purposes. Those purposes included travel for the expatriates employed

by Westech that worked at the mine site, Lionsbridge travel expenses, and smaller equipment purchases.

63. The credit limits on the credit cards were low in relation to the volume of necessary spending, so Otso funded the credit card accounts with cash in advance.
64. This arrangement was set up at BGL's request. They are aware that Westech was entitled to add a 15% charge to disbursements incurred under the Services Agreement. Using the credit cards as a funding mechanism permitted Otso to avoid that 15% charge.
65. Victor Koshkin received access to the BMO banking platform in or around February 2021, when BGL made its initial investment. As a result, he was in a position to observe the credit cards being funded as those transactions occurred.
66. BGL was well aware of the credit card arrangements. Not only did BGL instigate them, credit card transactions were expressly excluded from the requirement of prior approval for any spending; the process of approving spending was so slow that it would have impeded the normal functioning of the company. Exhibit J is a copy of the last Subscription Agreement that BGL signed on or about October 19, 2021. Paragraph 9.1 records the parties' agreement that prior approval in respect of the payments of amounts to the company credit cards. In any event, all of the spending was appropriate.

BGL has Taken Steps "to effect a change in management" (Koshkin #1, para 67)

67. Lionsbridge was hired to be Otso's management. Brian and I resigned as directors and officers, and terminated the Services Agreement insofar as it related to Lionsbridge because it became apparent to us that, as Mr. Koshkin indicates in paragraph 67 of Koshkin #1, BGL had supplanted us with Alvarez & Marsal as management of the company.
68. We first saw a draft of the Alvarez & Marsal engagement letter on November 25, 2021 (**Exhibit "N"**). It described Dan Andersson as "the Chief Restructuring

DS

Officer and interim CEO” and said that he would “[lead] the Company’s Leadership Team”. That would supplant Lionsbridge, which had played that role to that point.

69. During the board meeting on November 29, 2021, there was mention of eliminating the words “interim CEO” from Andersson’s title. But the final signed version of the letter still contained the language that I have quoted in the last paragraph.
70. It was at this point clear to Brian and me that we should resign and we did so on November 30, 2021, the date the Alvarez & Marsal engagement letter was signed.

Westech Staff is Key (Koshkin #1, para 42)

71. I agree with Mr. Koshkin that the Westech technical staff is key to the successful operation of the mine.

Debt to Pandion (Koshkin #1, paras 57 – 59)

72. Lionsbridge started work on Otso in or about July, 2019, having been invited a few months earlier by Pandion to work out Otso’s problems. At that time Pandion was owed a very large amount of money and the Finnish operating company had just entered bankruptcy proceedings.
73. We brought the Finnish subsidiary out of bankruptcy, entered into the Services Agreement and started a negotiation with Pandion to reduce the debt to more manageable proportions.

Renegotiation of the Pandion debt by Lionsbridge (Koshkin #1, para 71)

74. Brian and I renegotiated the debt down significantly: Pandion agreed that Otso could buy its way out of the entire obligation by making two payments of US\$11.5 million each on April 18, 2021 and October 18, 2021. BGL later renegotiated this term so that the entire US\$23 million became due on December 7, 2021, in return for which they agreed to pay 15% interest.

75. The NSR, and the security for it, were unaffected by the renegotiation, except that we bargained for¹:
- (a) The right to buy it back for US\$15 million at any time before the debt was repaid; and
 - (b) The right to limit the security for the NSR to the then existing real estate mortgage.
76. Paragraph 71(c) of Koshkin #1, where he asserts that Pandion was obliged, as a result of our renegotiation with them, "to release their security package in full" is simply incorrect.
77. The relevant portion of the Consent and Agreement to Pre-paid Forward Gold Purchase Agreement and Maintenance Loan Agreement that memorialized the latter term is as follows:

Section 6.6 *Existing Royalty* The Obligors shall have the right, at any time that the Obligations under the PPF Agreement are outstanding, to buy back the existing royalty between the Buyer and Nordic Gold Oy (the "*Royalty Agreement*") for \$15,000,000. Upon the sale of the Site or the occurrence of any change of control of any Obligor not acceptable to the Buyer, the Buyer may cause the Obligors to purchase the Royalty Agreement for consideration equal to \$15,000,000 and upon terms and conditions otherwise satisfactory to the Buyer. The Buyer acknowledges the commercial agreement reached in connection with this Agreement in respect of the security interests relating to the Royalty Agreement and will, upon your request and at the cost of the Obligors, execute all such documents and do all such other things as may be required to release all other existing security interests relating to the Royalty Agreement **except the real estate mortgage**, in each case without recourse to or any representation or warranty by or from the Buyer.

[emphasis added]

¹ Consent Agreement paragraph 6.6.

DS

78. Moreover, the quoted agreement was in the transaction data room that we created for BGL. BGL was granted access to the original data room that we had established in respect of the prospective financing in May 2020. A transaction data room was established in October 2020 and BGL, together with their transaction counsel, the law firms of White & Case and Stikeman Elliott, and their due diligence consultants, KPMG, reviewed the contents of the transaction data room during the period between October 2020 and December 2020, when the agreement for BGL's first investment was signed.
79. The Activity Logs by Person for the data room (**Exhibit "O"**) disclose that:
- (a) On November 19, 2020, Victor Koshkin downloaded the entire data room.
 - (b) On November 3, 2020, White & Case made a bulk download from the data room.
 - (c) On November 10, 2020, Steven Bennett of Stikeman Elliott in Toronto reviewed the Consent and Agreement to Pre-paid Forward Gold Purchase Agreement and Maintenance Loan Agreement.

"Failure to disclose" higher original amount of debt (Koshkin #1, paras 88(b), 89)

80. As I have indicated above, to the best of my knowledge all of the documents describing both the debt to Pandion and the security granted for that debt are fully disclosed in the materials in the data room to which we gave BGL access at the outset of our relationship.
81. Moreover, in many discussions with BGL, where they proposed stratagems for getting rid of the Pandion obligations, we explained the size of the obligations and the risks of permitting December 7, 2021 to pass without having either an extension of time from Pandion or a source of capital to pay Pandion out.

"Failure to disclose" security for royalty (Koshkin #1, para 153)

DS

82. Paragraph 153 of Koshkin #1 is substantively incorrect in the following respects:

- (a) Paragraph 4.4 and paragraph 4.7 of the 2020 Disclosure Letter² discloses the Consent and Agreement to Pre-paid Forward Gold Purchase Agreement and Maintenance Loan Agreement dated October 7, 2019;
- (b) Paragraph 4.7 of the Disclosure Letter³ makes substantially the same disclosure; and
- (c) As indicated above, the document memorializing those rights was in the data room and downloaded by Mr. Koshkin and, separately, by his advisers.

“Failure to disclose” security documents (Koshkin #1, paras 165 – 168)

83. As I have indicated above, to my knowledge BGL had all of the security documentation from the outset and – after a board meeting in June 2021 in which I highlighted once again the consequences of a default on the Pandion debt – BGL and their counsel once again reviewed all or substantially all of the loan and related security documentation. See **Exhibit “P”**.

Failure to Disclose Payments to Lionsbridge out of Initial US\$1 Million (Koshkin #1, para 77)

84. When BGL made their initial cash injection of US\$1 million, they did not ask Lionsbridge to describe how the funds would be used. Up until that time Lionsbridge had funded a significant portion of Otso’s expenses out of its pocket (which the Services Agreement did not oblige it to do). The payment to which Mr. Koshkin refers represented a partial repayment of those expenses.

85. **Exhibit “Q”** is the email by which Mark Gelmon, Otso’s then CFO, disclosed to BGL – in the shape of a spreadsheet – the details of how the US\$1 million had

² Koshkin #1 Exh. DD

³ Koshkin #1 Exh. XX

been applied. Lines 37 and 57 record repayments of obligations that Otso owed to Lionsbridge amounting to a little under C\$500,000 of the total spend of about C\$1.3 million. Mr. Koshkin is one of the persons copied on that email.

86. **Exhibit “R”** is Mr. Koshkin’s response. It attached the same spreadsheet this time bearing highlights in yellow and green that Mr. Koshkin had apparently applied. The payments to Lionsbridge are highlighted in yellow, so apparently they attracted his attention. But his email asks for comments only on the items highlighted in green.

Need for Additional US\$11 Million was a Surprise (Koshkin #1, para 83)

87. The proposition that BGL was ignorant of the fact that the second US\$11 million would be required to put the mine in production is equally incorrect.
88. **Exhibit “S”** is the Subscription Agreement Side Letter that BGL and Otso signed on or about December 13, 2020. Schedule 3 is a pro forma that includes a cumulative cash flow estimate. Schedule 3 shows the total negative cash flow peaking at US\$21.7 million in June 2021.
89. The structure of the financing that BGL agreed to reflected this number. It called for an initial investment of US\$11 million by the purchase of units consisting of a share and a warrant. The intention was that the second US\$11 million would be injected by the exercise of the warrants – which is in fact what happened.
90. There were then several delays in funds being provided, the first of which was the two months it took for the TSX-V to accept the Personal Information Forms for the beneficial holders of BGL. The Exchange did not permit the transaction to close until its concerns had been addressed. The Otso Gold Mine at that point was still on care and maintenance; but even care and maintenance had a monthly cost of about 300,000 Euros (more than C\$400,000). So the delays increased the total investment required.

Discussions regarding Extension of Services Agreement (Koshkin #1, paras 108 – 114)

91. Westech staffs projects such as the Otso Gold Mine with technical experts whom it seeks to deploy on a steady basis. Accordingly, well before one contract comes to an end, we begin planning redeployment of the people.
92. The first question is whether the existing contract will be extended. So, six months to a year before the term of the contract ends, we will approach our counterparty to determine whether they would like to extend or not. If they don't, then we plan to redeploy the people elsewhere.
93. As the end of the Services Agreement came into view, we approached BGL to seek an extension. We thought that it made sense for Otso and for us to extend. From Otso's perspective it gave them certainty with respect to the technical management of the mine until local management had been hired and trained. From our perspective, it would give us the opportunity to complete the task of reviving the mine. During the prior months BGL had made numerous threats of legal action; so we sought a release to address that risk.
94. BGL would not commit to an extension, so we began to plan for redeployment of our people.

“Refusal” to Deliver Boyd Report (Koshkin #1, paras 118 – 119)

95. It is common for reports such as the Boyd feasibility report to be delayed, even without the complications caused by COVID-19 and people with experience in the mining business know this. BGL apparently did not. They appeared to believe that hectoring Boyd would speed up the process. It had the contrary effect: the time BGL spent hectoring Boyd was time their staff were not spending preparing the report. And their disrespect and discourtesy ultimately so angered the lead author of the report, Mr. Sparkes, that he refused to speak with them any further.

96. It is true that we delayed delivery of the draft report while we sought legal advice on whether delivering the report would violate insider trading rules; but that delay was less than 24 hours.

Problems with the Boyd Report (Koshkin #1, paras 124 – 125)

97. Mr. Koshkin's criticisms are of the draft Boyd report. Draft reports of that sort are usually circulated so that critical review will identify errors before a final draft is published. The error that Mr. Koshkin identifies – using an incorrect commodity price – was corrected within a day or two. I don't recall anything unusual about the speed with which Boyd produced its final report.

Refusals to Attend Conference Calls with Lenders (Koshkin #1, paras 129 – 132, 134 – 137)

98. I am currently unable to speak with Brian as he is in the custody of the Finnish authorities as a result of BGL's actions, so I cannot report his recollection.
99. My own recollection is that he or I attended many meetings with lenders and I recall no instance of our declining to do so.
100. Koshkin #1 Exhibit AAA records the state of affairs: CSA Global, Sberbank's consultant, was pressing BGL who in turn were pressing Brian and Boyd. The unhappy result was to waste much of Gregory Sparkes' (the lead author's) time and to make him angry. **Exhibit "T"** records, in the words of Sparkes himself, the results of BGL's efforts; he refused to engage with them further:

Notwithstanding the huge waste of time with the Russian component of the BOD yesterday and previously, we have finally completed the full technical report for filing. Henceforth, we will only deal with Otso management on the Feasibility and perhaps beyond, as Otso management and Martin clearly understand mining and processing, which the Russian component of the BOD clearly do not.

Sanctioned Banks (Koshkin #1, paras 131 – 132)

101. I have described above Brian's and my concerns about losing essential relationships if VTB or Sberbank became lenders to Otso, including banking relationships and relationships with providers of professional services.

Payments without Permission (Koshkin #1, paras 141 – 142)

102. As I have indicated above, BGL was insistent on co-signing cheques but would refuse to sign or delay signing, putting Otso's supplier relationships at risk.

103. The episode to which Mr. Koshkin refers involved payments that were small in amount (the total was around 89,000 Euros) in settlement of court cases against the Company. The expenses had been approved by the Otso board, but Mr. Koshkin would not authorize the making of the actual payments. Rather than risk breaching the settlement agreements, we sent the money – without waiting for BGL's signature. I believe to this day that it was in Otso's interests to do so.

BGL Concluded there would be no Long Term Relationship with Lionsbridge (Koshkin #1, para 150)

104. Mr. Koshkin says that it was apparent to BGL that it would not be possible to have a long-term arrangement with Lionsbridge. Brian and I reached the same conclusion soon afterward. Accordingly, if we had not been supplanted by Alvarez & Marsal, we would have remained in place only until the end of the contract term in mid-2022.

Failure to Provide Financial Information (Koshkin #1, para 159)

105. The books and records of Otso were kept at the mine site and Mr. Koshkin and Andrey Maruta, the person whom BGL selected as CFO, had unrestricted access to the financial documents and to Hanna Ranniko, who was in charge of the bookkeeping.

106. I never stood in the way of BGL accessing whatever financial information they pleased and, to my knowledge, neither did Brian.
107. BGL at one point asked that we take the time to produce daily production reports, which would have required a good deal of work by mine site personnel who had their hands full with much more productive tasks associated with resumption of production at the Otso Gold Mine. So Brian and I saw no utility in providing them. In an attempt to placate BGL, we went from monthly to weekly productions reporting. **Exhibit "U"** is an email by which Brian circulated the first and last of those reports.

Budget did not Reflect Increase in Trade Payables (Koshkin #1, para 178)

108. Mr. Koshkin complains that the budget "did not reflect the significant increase in accounts payable". That is unsurprising.
109. As is apparent from the document itself (which is Exhibit EEEE to Koshkin #1) the budget was an operating budget that addressed revenue and expenses. So it was entirely silent on the subject of trade payables and would not have been expected to say anything about them.

Shortage of Spare Parts (Koshkin #1, para 179)

110. Mr. Koshkin claims that BGL has only just discovered that there is a shortage of spare parts. Brian and I had always made it plain to BGL that there was a shortage of spare parts that gave rise to a risk of interruptions in operations. Cash to establish a spare parts inventory was not available. Brian and I told BGL repeatedly (including at multiple Board meetings, the last I recall being the Board meeting in Oulu the day after the official opening of the mine) that we intended to fill that gap once the mine was cash-flow positive. BGL said nothing at the time to suggest that they disagreed or that they were prepared to inject the cash necessary to establish a spare parts inventory.

No Mine Plan (Koshkin #3, paras 11 – 12)

111. The Boyd feasibility report included a mine plan for the life of the mine. Until our resignations from Otso the Boyd mine plan was the basis of the operational mine plan that we were following. The technical staff on site amended that plan from time to time to reflect the results of grade control drilling and other inputs.
112. With the exception of Brian, all of the technical staff that managed the development of the mine plan are still working for Otso (directly or through Westech). I know of no reason to believe that the ordinary development of the mine plan cannot continue beyond December 7, 2021 and I know of no reason to think that – in the context of the mine plan – there is any significance to the December 7, 2021 date that Mr. Koshkin mentions.
113. In any case, while the mine plan takes account of safety issues (for instance, in pit design) responsibility for mine safety does not rest with the mine planners but with the mine's safety department.

Email Server, Document Server and Data Rooms

Email Server

114. Starting with the early days of our management of Otso, when Otso could afford to pay for almost nothing, Lionsbridge established an email server for Otso as part of our own virtual email server. That continued to be the practice until now. I know of nothing to suggest that the email service is not functioning normally.
115. We have offered to Otso transferring an email archive to a server of their choice. We await a response.

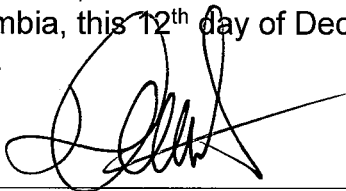
Document Server

116. Lionsbridge has never had a document server for Otso. Any documents stored electronically are stored at the mine site. I am not familiar with the details of how Otso does that.

Data Rooms

- 117. We have sent Otso an archive of the two data rooms that we maintained.
- 118. As I am located in Sydney, New South Wales, Australia, and counsel is located in Vancouver, British Columbia, I was not physically present before the commissioner while swearing this affidavit, but was linked with the commissioner utilizing video conferencing technology, and we followed the process described in the British Columbia Supreme Court COVID-19 Notice No. 2, dated March 27, 2020.

SWORN BEFORE ME at the City of)
 Vancouver, in the Province of British)
 Columbia, this 12th day of December,)
 2021.)



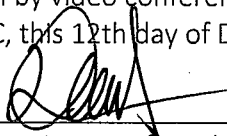
 A commissioner for taking affidavits)
 for British Columbia)

CLYDE WESSON

Daniel R. Shouldice
 Barrister and Solicitor
 McMillan LLP
 1500 – 1055 West Georgia Street
 PO Box 11117
 Vancouver, BC V6E 4N7
 t 604.689.9111
 f 604.685.7084

DB

This is Exhibit "A" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.

A handwritten signature in black ink, appearing to be 'D. Smith', written over a horizontal line.

A Commissioner for taking Affidavits
for British Columbia

October 13, 2021

DELIVERED BY EMAIL

PRIVATE AND CONFIDENTIAL

Otso Gold Corp.
Suite 1800, 181 Bay Street
Toronto, ON M5J 2T9 Canada

Attention: Brian Wesson, President, Chief Executive Officer & Director

Dear Sirs/Mesdames:

Re: Subscription Agreement

Reference is made to that certain Subscription Agreement relating to Otso Gold Corp. (the "Subscription Agreement") dated 13 December 2020 between Otso Gold Corp. (the "Company") and Brunswick Gold Ltd ("Brunswick"). Capitalized terms used in this letter but not otherwise defined shall have the meanings ascribed thereto in the Subscription Agreement.

Pursuant to Section 6.2 of the Subscription Agreement, the Company agreed to undertake at Completion those actions listed in Part 1 of Schedule 3 (*Completion Arrangements*). Specifically, section 2 of Part 1 (*Company Obligations*) of Schedule 3 of the Subscription Agreement contained a covenant to the effect that the Company shall:

Appoint one (1) individual nominated by the Subscriber (the "Signatory") as the co-signatory (howsoever called) with respect to each of the bank accounts of each of the Group Companies (in all currencies) (the "Bank Accounts"), **such that no operation (transfer of funds) can be made from any Bank Account without the prior approval of the Signatory.**

Notwithstanding the foregoing covenant, it has come to Brunswick's attention that on or about 8 October 2021, the Company completed seven payments representing an aggregate of €88,038 from one of its Danske Bank accounts (FL21 8900 8710 4636 51 EUR) (the "Payment"), which Payment had not been previously authorized by Mr. Victor Koshkin, the appointed "Signatory" of Brunswick for purposes of the Bank Accounts of the Company.

The fact of the Payment having been made demonstrates that the aforementioned covenant of the Company under the Subscription Agreement (and specifically, the requirement that the arrangements in respect of the Bank Accounts be made such that no operation (transfer of funds) can be made from any Bank Account without the prior approval of the Signatory) was not complied, and that the Company has breached its covenant in this regard.

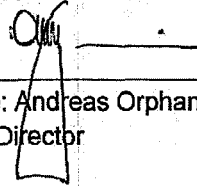
The undersigned requests that the Company forthwith take all steps necessary in order to rectify the Company's arrangements in respect of the Bank Accounts in order to ensure compliance with the aforementioned covenant of the Company under the Subscription Agreement at all times going forward, and to provide evidence of same to Brunswick on completion.

For the avoidance of doubt, Brunswick expressly reserves its rights under or in connection with the Subscription Agreement, both in respect of the breach of covenant referred to in this letter and generally.

Yours very truly,

BRUNSWICK GOLD LTD

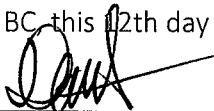
By: _____


Name: Andreas Orphanides
Title: Director

cc. **Clyde Wesson, Vice-President & Director, Otso Gold Corp.**
Thomas A. Fenton, Partner, Aird & Berlis LLP

DS

This is Exhibit "B" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia

DS



Harris & Company ^{LLP}
14th Floor, 550 Burrard Street
Vancouver, BC
Canada V6C 2B5

T/ 604 684 6633
F/ 604 684 6632
harrisco.com
info@harrisco.com

November 1, 2021

Hein Poulus, Q.C.
D/ 778 328 2548

By EMail

hpoulus@harrisco.com
Our file 009728.001

Brunswick Gold Ltd.

Attention: Andreas Orphanides

Dear Sirs and Mesdames:

Re: Your letter of 13 October 2021

I act for Lionsbridge Pty. Ltd. and Westech International Pty. Ltd.

I have been asked to respond to your letter dated 13 October 2021.

Our clients reject categorically the claims you put forward in that letter.

Otso is engaged in a transition from being a closed, failed, mine to being a prosperous gold producer. It is a difficult transition. Our clients are well on track to bring it about. Success requires that all the required elements come together smoothly.

As Otso's dominant equity owner, Brunswick is entitled to board representation and to various contractual rights. But its directors are not entitled to act as Brunswick's agents. Each of them is a fiduciary subject to duties of care and loyalty, duties that each of them owes to Otso. The duty of care requires them to take all reasonable steps to protect Otso's interests. The duty of loyalty requires that they not permit their self-interest or any duty that they might owe to Brunswick to come into conflict with their duties to Otso. Over the past few months there have been repeated instances of Brunswick nominees breaching their duty of loyalty to Otso by subordinating Otso's interests to the interests of Brunswick. For instance, Brunswick nominees have impeded Otso complying with its continuous disclosure obligations.

My clients accept that, as a matter of contract rights, Brunswick has the right to ask that spending be approved by its nominees. But that right does not relieve Brunswick's nominees from the duties that they owe as directors.

Over the past few months there have been repeated instances of Brunswick nominees declining to authorize the transmission of funds to outside suppliers, in some cases after those same

Handwritten initials, possibly 'AC', in the bottom right corner of the page.

nominees had approved the payments in question. As a result Otso has lost key relationships with suppliers, stakeholders and regulators that are key to its success. This conduct exposes the Brunswick nominees personally to lawsuits by Otso and by its shareholders and creditors for breach of their fiduciary duties. Brunswick itself is exposed to lawsuits for inducing those breaches.

The instance that your letter raises is an example. The expenses in question were economically trivial in the context of Otso's overall business. But they were key in preserving Otso's credibility with the suppliers, stakeholders and authorities on whom it relies. Otso's board had approved the expenses and each of Brunswick's nominees had approved the expenses in a phone call with management; but Brunswick's nominee declined to authorize transmission of the funds. Otso management's actions in seeing those expenses paid were a good faith attempt to protect Otso from the consequences of the misconduct of Brunswick and its nominees.

The positions that Brunswick has taken, and the conduct of its nominees, have made it very difficult for Lionsbridge and Westech to continue in their current roles. There must either be a dramatic shift in Brunswick's behavior or the parties will have to address the unwinding of Lionsbridge's and Westech's relationship with Otso. An unwinding that is not properly planned and executed will likely have a major adverse impact on Otso. Our clients will write to you separately to discuss how to avert an outcome of that sort.

Yours very truly,
Harris & Company LLP

Per:

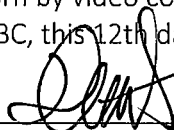


Hein Poulus, Q.C.

HP/je



This is Exhibit "C" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.

A handwritten signature in black ink, appearing to be 'DMS', written over a horizontal line.

A Commissioner for taking Affidavits
for British Columbia



2 November 2021

Delivered by email to: vlelekov@brunswickrail.com and copied to npascault@brunswickrail.com and vkoshkin@brunswickrail.com.

Dear Vladimir Lelekov,

Lionsbridge and Westech Agreement with Otso Gold Corp.

As you are aware the agreement between Lionsbridge Pty Ltd, Westech International Pty Ltd (the 'Wesson Group') and Otso Gold Corp. (the 'Company') dated 2 July 2019 (the 'Contract'), is due to expire shortly. We have communicated to the Board of Directors and Brunswick's Representatives (being Nicolas Pascault and Victor Koshkin) that, if we did not have confirmation that Otso desired to extend the contract, then we needed to make arrangements to deploy our staff elsewhere.

We have no indication that Otso is interested in extending the relationship and as discussed in separate cover we view the actions of Brunswick such that the relationship is unable to be continued on the current basis and without a significant shift in the behaviour of Brunswick.

We should therefore turn our minds to planning the steps that will be required to transition out of the Company smoothly including the Board identifying a replacement management team and assisting the Company in seeking the consent of the secured lender for such a transition.

We note we have a complement of 14 staff on site working for the Wesson Group with a total of 16 staff providing services to the Company. You should be aware that all the agreements between the Wesson Group and our staff include a clause that precludes the employee from working in any capacity for the Company or for any party related to the Company for a period of 24 months following the end of his or her employment by the Wesson Group. For any one of our employees to join Otso would therefore be a breach of contract and for Otso to hire one of our employees would amount to the tort of inducing breach of contract.

We are sorry that the relationship between the Wesson Group and Brunswick Representatives has broken down as of late. For our part, we ascribe that outcome to consistent regrettable decisions and actions by Brunswick Representatives, culminating in a letter dated 13 October 2021 from Brunswick that mischaracterizes as breaches of contract good faith attempts by Otso management to minimize the damage done by misconduct on the part of Brunswick Representatives.

However, as professionals we are committed to the success of this project both in our capacity as Directors of the Company and responsible stewards of companies on behalf of all stakeholders. As such we propose the Company and the Wesson Group agree immediately on a basis on which we can move forward. Our current view is that the only way forward the Wesson Group would be amenable to would be for the Company to immediately terminate the Contract in accordance with Clause 12.2 and for the termination payment to be made by Brunswick on the Company's behalf.

We also note that the Wesson Group holds equity in the Company, which we will not leave invested in the Company in the event we no longer manage the asset. As such we also need to negotiate an exit strategy for the shares. We propose Brunswick purchase the equity held by Lionsbridge's nominees at fair value considering the mine is now in production and the feasibility study has been completed. We view \$0.20 per share as fair value on a per share basis.

In the event the foregoing is completed expeditiously, Westech will continue its relationship with the Company on the current terms with the addition of a fixed fee of USD 97,000 monthly to provide management services to Otso Gold Oy for as long as the Company requires these services. Where these services are no longer required but the Company would like to contract Westech staff we will offer those staff on the same terms,



subject to a new agreement, as the current agreements if they are not deployed elsewhere. Any additional consultancy work the Company requires to be performed by Lionsbridge will be considered on an as required basis however we expect this to be limited.

We expect the proposal herein is agreed to before 3rd November 2021. On completion of the relevant payments and standard termination and release agreements Lionsbridge and its nominees will resign from their respective Director and managerial positions and assist the Company in the transition to a new management team.

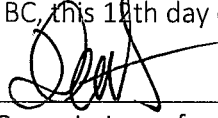
Kind Regards,

A handwritten signature in black ink, appearing to read "B. Wesson".

Brian Wesson
Executive Chairman

Handwritten initials "DS" in black ink.

This is Exhibit "D" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 14th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia

DS

3 November 2021

DELIVERED BY EMAIL

PRIVATE AND CONFIDENTIAL

Lionsbridge Pty Ltd
Level 29, Chifley Tower
2 Chifley Square
Sydney NSW 2000 Australia

Attention: Brian Wesson, Executive Chairman

Dear Brian:

Re: Otso Gold Corp. (“Otso Gold” or the “Company”)

We are in receipt of your letter dated 2 November 2021. This letter is being delivered to you for and on behalf of Brunswick Gold Ltd (“Brunswick”) solely in its capacity as a shareholder of the Company.

Further to our discussion, we confirm our mutual understanding that any formal proposals relating to the management services agreement (the “Management Services Agreement”) dated July 2, 2019, as amended December 13, 2020, among Lionsbridge Pty Ltd (“Lionsbridge”), Westech International Pty Ltd (“Westech” and together with Lionsbridge, the “Wesson Group”) and the Company (then known as Nordic Gold Inc.), should and will need to be properly addressed directly to the Board of Directors of the Company for review and consideration.

As we indicated earlier, however, we note that the term of Management Services Agreement is only due to expire on July 2, 2022. Notwithstanding that fixed expiry date, if the Wesson Group desired to proceed with formally terminating the Management Services Agreement in advance of its expiration in accordance with its terms, as a shareholder of the Company, our expectation would be that written notice of any such desired termination would be given by the Wesson Group to the Company in accordance with Section 12.5 thereof (including on the basis of not less than the required three months’ notice of intention to terminate, or such other period as the Company and the Wesson Group may otherwise agree), for which no termination or other additional payment is or would be payable.

In relation to the above, we note your indicative proposal with respect to the potential acquisition by Brunswick of the Wesson Group’s common shares of the Company. While we have not previously discussed or considered any proposal whereby Brunswick would come to acquire all of the common shares of the Company beneficially owned or controlled by the Wesson Group, as the Company’s largest shareholder, we would be willing to further discuss such a transaction with the Wesson Group, subject of course to mutual written agreement between us as to purchase price, the future arrangements in respect of management of the Company and to compliance with all applicable Canadian corporate and securities laws.

In addition, we take note of the statements in your letter regarding clauses contained in Wesson Group agreements that would preclude any employee(s) from working in any capacity for the Company for a period of 24 months following the end of his or her employment by the Wesson Group (which agreements neither we are not a party to, and cannot therefore validate). In this regard, our reasonable expectation is that the Company would only consider itself bound by the specific contractual obligations contained in the Management Services Agreement, Section 11 of which contains clear provisions with respect to non-solicitation of employees of the Wesson Group upon a termination of the Management Services Agreement.

As a final matter, we note that we are also in receipt of the letter of Harris & Company LLP dated 1 November 2021 and sent to Brunswick on behalf of the Wesson Group. As we expressed during our earlier discussion, and to confirm, Brunswick categorically rejects any assertion that its nominee directors have, at any time, acted improperly or otherwise contrary to their statutory and fiduciary duties to act in the best interests of the Company under applicable Canadian corporate and securities law.

As the largest shareholder of the Company (who has provided substantially all of the financial support necessary for the Company to advance back to production over the past year), we remain committed to acting in the best interests of the Company and its stakeholders, and in that regard we remain open to continued collaborative discussions with you on how best to chart an appropriate path forward for the Company, all in a manner that ensures the continued success of the Company as it moves towards the resumption of production over the immediate term.

We have full faith and confidence that the Wesson Group will honour its contractual obligations to the Company under the Management Services Agreement, and that the Wesson Group and its nominee directors and officers will similarly continue to discharge their obligations to the Company under applicable Canadian corporate and securities laws. Finally, please kindly note that Brunswick expressly reserves any and all rights under applicable law in connection with all of the foregoing matters.

Yours very truly,

BRUNSWICK GOLD LTD

By: 

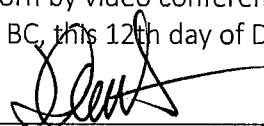
Name: Vladimir Lelekov

Title: Chairman

cc. Clyde Wesson, *Lionsbridge Pty Ltd* and *Westech International Pty Ltd*

DE

This is Exhibit "E" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia

November 10, 2021

DELIVERED BY EMAIL

PRIVATE AND CONFIDENTIAL

Otso Gold Corp.
161 Bay Street, 27th Floor
Toronto, Ontario M5J 2S1
Canada

Attention: Brian Wesson, President, Chief Executive Officer & Director

Dear Brian:

Re: Otso Gold Corp. (“Otso Gold” or the “Company”)

This letter is being delivered to you for and on behalf of Brunswick Gold Ltd (“Brunswick”), the largest equity investor in the Company.

We are writing to provide you with an update with respect to the non-binding indicative financing proposal for a senior secured bridge loan facility intended to permit the Company to refinance certain indebtedness due on December 7, 2021 owing to PFL Raahe Holdings LP (the “Financing Proposal”) delivered by Brunswick in advance of the last meeting of the board of directors (the “Board”) of the Company held on November 4, 2021. Following this meeting of the Board, we have had an opportunity to exchange further correspondence with management in respect of the financial condition and operations of the Company. In addition, we have also had an opportunity to meet with representatives of RiverMet Resource Capital (in its capacity as manager of PFL Raahe Holdings LP, the Company’s largest secured creditor) (“RiverMet”) to discuss their views on the financial condition and prospects of the Company, as well as to gauge their interest and willingness to consider potential alternatives for their outstanding indebtedness, equity ownership and royalty interest in the Company and its subsidiaries.

After careful financial analysis and internal deliberation, Brunswick has concluded that, in the current circumstances, including:

- management’s continued inability or unwillingness to provide the Board and Brunswick with all requested detailed financial and operational information, budgets and forecasts (including, without limitation, daily production reports and the three-month budget that management committed to be prepared for the Board on an expedited basis at the last meeting of the Board, and which has not yet been received), which has made it impossible for Brunswick to properly evaluate and assess the Company’s business and capital requirements;
- management’s consistent failure to deliver on all of its projected financial and operational targets from the outset of Brunswick’s involvement in the Company, resulting in material budget overruns and delays compared to the projections and budget that formed the basis of Brunswick’s original decision to invest in the Company in December 2020, all of which has necessitated the injection of additional equity funding by Brunswick in order to allow the Company to restart the gold production and keep the Company solvent;
- the inability of management to deliver on the specific gold production targets provided on October 6, 2021 which formed basis for Brunswick investing an additional \$5 million in the Company on October 19, 2021 in order to finance budget overruns;
- ongoing management and staffing uncertainty at the Otso Gold Mine, including as a result of repeated

statements on the part of Lionsbridge Capital Pty Ltd and Westech International Pty Ltd (collectively, the “Wesson Group”) first received in November 2021 that the relationship between the Wesson Group and Brunswick is “broken” and aggressively requesting an immediate management transition and an repurchase of all of the common shares owned by nominees of the Wesson Group at a critical time for the Company;

- the stated unwillingness of the nominee directors of Lionsbridge Capital Pty Ltd to consider approval by the Board of any bridge refinancing transaction or other such financing without first extracting an immediate agreement from Brunswick to finance termination of the existing management services arrangements and the immediate repurchase of their shares for the sole benefit of the principals of the Wesson Group; and
- ongoing obstruction of normal board operations,

Brunswick is no longer willing to advance any additional financing to the Company at this time (whether pursuant to the Financing Proposal, a private placement of additional equity securities, the exercise of existing common share purchase warrants, or otherwise). Accordingly, please take this letter as formal notification that the Financing Proposal is withdrawn. While to date Brunswick has consistently supported the Company and facilitated management’s efforts to restart the Otso Gold Mine by financing to date approximately US\$27 million (including budget overruns) in the face of constant delays and setbacks, Brunswick is under no obligation to fund the Company indefinitely, and so for these and other factors, Brunswick simply cannot commit to making any further investment in the Company at this time.

In addition, we wish to formally reject the statement included in correspondence received from management earlier this week that Brunswick has in any way limited or restrained the Company from complying with its timely disclosure obligations, or that Brunswick has in any way restrained the Company from engaging in public relations activities. Furthermore, and as we expressed in previous correspondence, Brunswick categorically rejects any assertion by the Wesson Group that its nominee directors have, at any time, acted improperly or otherwise contrary to their statutory and fiduciary duties to act in the best interests of the Company under applicable Canadian corporate and securities law.

In our capacity as directors of the Company, Brunswick’s nominee directors request a meeting of the Board to be convened as soon as practicable. At this meeting, our expectation is that the management of the Company provide the Board with a detailed update on the financial and operating condition of the Company, including specifics with respect to the Company’s anticipated capital requirements and operating costs. In particular, given that we understand that RiverMet will have the right to reinstate the full amount of the outstanding indebtedness owing to its original face value if it is not repaid by December 7, 2021 (and that RiverMet would thereafter be able to enforce its security over the Company’s assets), management should also provide the Board with an overview of financing sources (other than Brunswick) and/or other strategic alternatives that might be immediately available to the Company. If no such financing sources or alternatives are available, based on our understanding of the Company’s current financial condition, we urge management of the Company to formulate for the Board’s immediate review and approval a comprehensive proposal to implement (on an urgent basis) any and all steps necessary to protect and preserve the Company and its assets and operations (including by immediately limiting the making of all non-essential expenditures and payments and considering discontinuing cash-flow negative activities to preserve shareholder value in the event of a default), as well as the necessity for the making of any required public disclosure under applicable Canadian securities laws in respect of all of the foregoing.

We will also invite representatives of RiverMet Resource Capital to the next meeting of the Board, as we strongly believe that transparent and good faith engagement with the Company’s largest secured creditor will be of significant importance as the Company attempts to chart a sustainable path forward. We have also informed RiverMet Resource Capital of our determination not to fund additional investment in the Company at this time and proposed that the Board work with them on negotiating a solution that would preserve value for all of the Company’s stakeholders.

Finally, as you would expect, please also note that Brunswick is similarly unwilling to engage in any further discussions or negotiations, nor enter into any other transaction(s), with the Wesson Group to facilitate the requested immediate termination of the existing management services arrangements with the Company or a related private acquisition of the securities of the Company held by nominees of the Wesson Group by Brunswick (or to finance the Company to enable it execute any such transactions). In the interim, we trust that the Wesson Group will continue to honour and perform in good faith and in accordance with customary business practices all of its contractual obligations to the Company pursuant to the management services agreement dated July 2, 2019, and in compliance with decisions of the Board.

Brunswick remains committed to acting in good faith in the best interests of the Company and its stakeholders and we would be happy to discuss these matters further at your convenience.

Yours very truly,

BRUNSWICK GOLD LTD

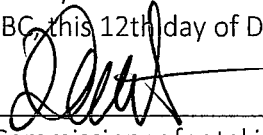
By: 

Name: Vladimir Lelekov

Title: Chairman

cc. Clyde Wesson, Vice-President & Director, *Otso Gold Corp.*
Nicholas Pascault, Director, *Otso Gold Corp.*
Victor Koshkin, Director, *Otso Gold Corp.*
Yvette Harrison, Director, *Otso Gold Corp.*
Martin Smith, Director, *Otso Gold Corp.*
Thomas Fenton, *Aird & Berlis LLP*

This is Exhibit "F" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia



14th November 2021

The Board of Directors
Brunswick Gold Limited

Delivered by email to: vlelekov@brunswickrail.com , npascault@brunswickrail.com and vkoshkin@brunswickrail.com

Copied to: Yvette_harrisson@shaw.ca , msmith100@hotmail.co.uk and tfenton@airdberlis.com .

Dear Brunswick Gold Limited,

Thank you for your letter of 10 November 2021. I confess that we are extremely puzzled by the position that it takes.

You acknowledge in that letter that BGL has been discussing, with Otso, providing a facility to replace the Rivermet secured loan. Until this time, you had evinced a firm intention to arrange for that financing and you had indicated high confidence in your ability to do so on a timely basis.

You also acknowledge that the Rivermet loan is due four weeks hence on 7 December.

Your decision abruptly to terminate the negotiation is powerfully self-destructive.

It is likely that you have made matters worse by advising Rivermet not only that they will not be paid on 7 December – an anticipatory repudiation of Otso's obligations to Rivermet that likely gives Rivermet the right to realize immediately - but also that Otso will pay them only if they accept new terms.

If the Rivermet loan is not repaid in time, the reductions in the loan amounts that the Wesson Group negotiated with them will be cancelled. That will lift the amount owed from US\$23 million plus interest to approximately US\$70 million.

Moreover, Rivermet is secured. If they are not paid on time they can take the mine by realizing on the shares of the operating subsidiary. In a best case that would permit Otso to get back the mine by paying approximately US\$70 million. In the worst case, Otso would not get the mine back at all and its shareholders would be left in the cold.

That outcome might well appeal to Rivermet: as a result of the Wesson Group's efforts the mine is now pouring gold even as it is ramping up production. We expect the ramp-up to be complete in a matter of a few weeks. At that point the mine will be solidly cash flow positive and a quite attractive asset, from which Rivermet would have a good chance to recover well in excess of the whole of the funds owed pursuant to the Pre-Paid Forward Agreement.

We are mystified by the reasoning, on BGL's part, that led it to repudiate the loan agreement with Rivermet. We are doing what we can to contain the resulting damage.

We believe that we have succeeded in persuading Rivermet, for a time, to refrain from exercising its creditor's remedies. That has created a window for BGL to protect itself and all of the other Otso shareholders from an entirely preventable disaster. For the benefit of Otso and its shareholders, we strongly recommend that you do so.

If you stick to the course that you have taken, then there will be little the Wesson Group can do to save the Otso shareholders. We can play a useful role by running the mine and preserving its value. We plan to do so for the time being and we understand that Rivermet would like us to do so.



I turn now to the points that you have raised in the six bullets at the bottom of the first and top of the second pages of your letter. Before explaining why those point are without merit, I will make two general observations.

The first: even if you were right in those points - you are not - your interests and those of all of the other Otso shareholders would be served by your reversing course and offering up the financing that would retire the Rivermet debt, if you are in a position to do so.

The second: bringing a failed mine back to life is a complex process that can succeed only if all the parties who have to contribute to it work together in a collegial and trusting environment. Failing to make good on commitments and treating colleagues with contempt have corrosive effects. BGL has done both, slowing down progress and making the rehabilitation process more expensive.

I turn now to the points that you raise. Here is why your position expressed in the six bullet points is wrong (I have numbered them for convenience of reference):

1. BGL Directors are consistently and constantly in contact with management of Otso and have attended site on multiple occasions over the past 60-day period. Additionally, BGL have joined conversations with all major creditors and with key operational consultants including Boyd, until Boyd would no longer engage with BGL due to BGL's failure to treat Boyd's consultants with due respect. Additionally, BGL have access to all of the Company data in the data room which is being used by BGL's financing partners to complete due diligence on the project. Regarding the 3-month budget, the Chairman took the position that he intended to "cast this budget in stone", an entirely unrealistic prospect for a start-up. Management's attempts nonetheless to meet the Chairman's demands have created the need to get detailed budgeting from each department which is currently being completed. Additionally, as previously stated this would require the input of BGL both because management is unable to make payments or trust that agreed payments will be made and because of the uncertainty surrounding the 3-month plan for the Company. We note BGL have a budget from Boyd which has just been completed.
2. The primary reason for the operational and financial issues of the Company was BGL's long documentation and due diligence time compared to the date the original budget was created and then the wait from December until February until funds were invested in the Company due to issues with the exchange approving the Personal Information Forms of the BGL Directors and beneficial owners of BGL. As you have been made aware on multiple occasions the necessity to support the Company for longer than anticipated during closing and the shortened time line as a result of BGL-related delays have caused the majority of the issues. The Company now selling gold regularly is a significant achievement for both the Company and its management, as confirmed by the Chairman of BGL.
3. Funds were only received from BGL on October 19, 2021 despite the budget having been provided on October 6, 2021 – as stated to BGL the delay in financing caused the delay in the gold pour. We poured gold less than a fortnight after receiving the funds.
4. The consistently disrespectful behaviour towards Lionsbridge management, the continual risks to the business of Otso caused by the ineptitude of the BGL Directors in relation to both listed companies and mining operations and the detrimental effects of the BGL Director's behaviour on consultants and key staff have resulted in the 'broken' relationship. Additionally, the risk of the BCSC review and the outright refusal of BGL to discuss the commercial effects of its financing efforts with sanctioned banks has put the Lionsbridge board members in an uncomfortable position in protecting the shareholders of the Company, including BGL. We have warned BGL for some months that the relationship was becoming untenable and that changes would need to be made. BGL's failure to heed that advice prompted our letter of November 2021
5. The Lionsbridge nominees approved the progress of the term sheet presented to them by BGL subject to review and approval of final documentation, as is common and best practice. As stated in earlier correspondence we view the merger of the Company with Chaarat as not in the best interests of the Company, a corporate strategy which has not been brought up on the Board level or discussed with management in any way, notwithstanding the majority owner and management of Chaarat



attending the Otso Gold Mine open day. We also note that BGL have informed the BCSC they intend to take the company private, again without any discussion or information provided to the Board or Management. The consequences of the Company entering into a short term loan facility with BGL and the additional powers that will bring would put BGL in a position to force completion of a transaction that favors BGL, whether or not it benefits the minority shareholders of Otso. The Lionsbridge nominees have no appetite for participating in this process. That is why we have been negotiating with BGL in good faith to terminate our relationship and for Lionsbridge to have a clean exit from the Company. As emphasised on multiple occasions we are negotiating in good faith and have offered the services of the Lionsbridge principals and the Westech staff to ensure a smooth transition, including de-risking the project by identifying and dealing with the business risks of our exit.

6. This accusation is too vague to permit a reasoned response. In its generality, it is simply false.

BGL faces a strategic choice:

1. To try to make peace with Rivermet so as to avert Rivermet realizing on their security. This will require that Otso raise the capital to pay Rivermet out. In order to meet Rivermet's deadline, that capital will have to come from sources that do not raise regulatory concerns; or
2. To continue on the course that your 10 November letter sets and risk all of the Otso shareholders losing their investments.

We would be grateful if you would advise right away which course you propose to take. Whatever you choose to do, Lionsbridge will continue to do all it can to protect all the constituencies – including shareholders, creditors, employees, suppliers, the community – that have a stake in the outcome.

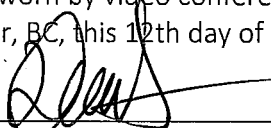
Thank you

Kind Regards,

Brian Wesson
Chairman
Lionsbridge Pty Ltd



This is Exhibit "G" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia



Invoice No.: WEST_OTSO_0006

Westech International Pty Ltd.
 Level 29, Chifley Tower
 2 Chifley Square
 Sydney NSW 2000

ABN: 24 636 989 289

Customer

Name Otso Gold Oy
 Address: Laivakankaantie 503
 Mattilanperä, Finland

Date 31/09/2021
 Order Ref. Services Agreement

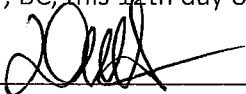
Ref	Description	Currency	Amount
1	Services and Expenses of Riccardo Aque	USD	11,404.67
2	Services and Expenses of Tom Rowe	USD	11,532.43
3	Services and Expenses of Ryan Seabrook	USD	7,489.68
4	Services and Expenses of Giorgia Carano	USD	9,724.49
5	Services and Expenses of Peter Flitcroft	USD	26,570.49
7	Services and Expenses of Pat Hegarty	USD	14,127.36
8	Services and Expenses of Kevin Pemberton	USD	10,885.69
9	Services and Expenses of Jan Dharmbandu	USD	26,894.39
10	Services and Expenses of David Lauder	USD	48,930.80
11	Services and Expenses of Tim Wrigley	USD	15,022.25
12	Services and Expenses of Jorg Pohl	USD	37,508.78
13	Services and Expenses of Alind Nand	USD	18,076.65

Sub Total	238,167.67
GST	0.00
Total	238,167.67

Payment Details

SWIFT address:	WPACAU2S	USD Payments Only	Terms: On Receipt
Account name:	Lionsbridge Management Services		
BSB:	034-702		
Account number:	268218		

This is Exhibit "H" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia

DS



Invoice No.: WEST_OTSO_0007

Westech International Pty Ltd.
 Level 29, Chifley Tower
 2 Chifley Square
 Sydney NSW 2000

ABN: 24 636 989 289

Customer

Name Otso Gold Oy
 Address: Laivakankaantie 503
 Mattilanperä, Finland

Date 31-October-2021
 Order Ref. Services Agreement

Ref	Description	Currency	Amount
1	Services and Expenses of Riccardo Aque	USD	18,453.38
2	Services and Expenses of Tom Rowe	USD	21,367.46
3	Services and Expenses of Ryan Seabrook	USD	15,833.60
4	Services and Expenses of Giorgia Carano	USD	10,742.76
5	Services and Expenses of Peter Flitcroft	USD	15,705.74
7	Services and Expenses of Pat Hegarty	USD	15,135.89
8	Services and Expenses of Kevin Pemberton	USD	36,244.01
9	Services and Expenses of Peter Gilligan	USD	12,074.84
10	Services and Expenses of David Lauder	USD	32,621.34
11	Services and Expenses of William Berry	USD	36,234.26
12	Services and Expenses of Jorg Pohl	USD	37,383.11
13	Services and Expenses of Alind Nand	USD	11,474.84

Sub Total 263,271.22

GST 0.00

Total 263,271.22

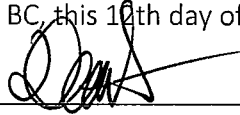
Payment Details

SWIFT address: WPACAU2S **USD Payments Only**
 Account name: Lionsbridge Management Services
 BSB: 034-702
 Account number: 268218

Terms: On Receipt

DL

This is Exhibit "1" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 10th day of December, 2021.

A handwritten signature in black ink, appearing to be 'D. S.', written over a horizontal line.

A Commissioner for taking Affidavits
for British Columbia



Invoice No.: WEST_OTSO_0008

Westech International Pty Ltd.
 Level 29, Chifley Tower
 2 Chifley Square
 Sydney NSW 2000

ABN: 24 636 989 289

Customer

Name Otso Gold Oy
 Address: Laivakankaantie 503
 Mattilanperä, Finland

Date 31 November 2021
 Order Ref. Services Agreement

Ref	Description	Currency	Amount
1	Services and Expenses of Riccardo Aque	USD	10,176.64
2	Services and Expenses of Tom Rowe	USD	2,378.03
3	Services and Expenses of Ryan Seabrook	USD	5,122.69
4	Services and Expenses of Giorgia Carano	USD	9,786.12
5	Services and Expenses of Peter Flitcroft	USD	26,571.31
6	Services and Expenses of Pat Hegarty	USD	9,705.75
7	Services and Expenses of Kevin Pemberton	USD	7,272.15
8	Services and Expenses of David Lauder	USD	21,174.37
9	Services and Expenses of Jorg Pohl	USD	20,234.72
10	Services and Expenses of Alind Nand	USD	6,842.51

Sub Total 119,264.29

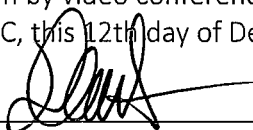
GST 0.00

Total 119,264.29

Payment Details

SWIFT address: WPACAU2S **USD Payments Only** Terms: On Receipt
 Account name: Lionsbridge Management Services
 BSB: 034-702
 Account number: 268218

This is Exhibit "J" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia

PRE-EXECUTION COPY

Dated October ____ 2021

**Subscription Agreement
relating to Otso Gold Corp.**

between

Brunswick Gold Ltd
as the Subscriber

and

Otso Gold Corp.
as the Company

Table of Contents

		Page
1.	Interpretation.....	1
2.	Subscription	7
3.	Conditions.....	8
4.	Consideration.....	8
5.	Pre-Completion Obligations	8
6.	Completion.....	8
7.	Company Warranties	9
8.	Limitations on Liability	10
9.	Post-Completion undertakings.....	10
10.	Subscriber's Warranties.....	10
11.	Termination.....	11
12.	Confidentiality	11
13.	Announcements	12
14.	Assignment	12
15.	Further Assurance.....	12
16.	Entire Agreement.....	13
17.	Severance and Validity	13
18.	Variations.....	13
19.	Remedies and Waivers.....	13
20.	Effect of Completion.....	13
21.	Third Party Rights.....	14
22.	Payments.....	14
23.	Costs and Expenses.....	14
24.	Notices	14
25.	Further Covenants and Acknowledgements	15
26.	Counterparts.....	16
27.	Governing Law and Settlement of Disputes	16

This Agreement is made on this _____ day of October, 2021

Between:

- (1) **Brunswick Gold Ltd**, a limited liability company incorporated under the laws of the Republic of Cyprus, with registered number HE 406347 and whose registered office is at 2-4 Arch. Makarios III Avenue, Capital Center, 9th floor, 1065 Nicosia, Cyprus (the "**Subscriber**"); and
- (2) **Otso Gold Corp.**, a company incorporated under the laws of the Province of Alberta, Canada, with registered number 205104383 and whose registered office is at 14505 Bannister Road SE, Calgary, Alberta T2X 3J3 (the "**Company**").

Whereas:

- (A) The Subscriber is the registered holder of 569,888,880 common shares in the capital of the Company.
- (B) The Subscriber intends to provide additional funding in support of the Company's ongoing efforts to return the Otso Gold Mine (as defined in Clause 1.1 (*Interpretation*)) in Finland (which is indirectly controlled by the Company) to commercial gold production.
- (C) Particulars of the Company and each of its Subsidiaries (as defined in Clause 1.1 (*Interpretation*)) are set out in Schedule 1 (*The Group*).
- (D) The Company has agreed to issue and the Subscriber has agreed to subscribe for certain Subscription Units (as defined in Clause 1.1 (*Interpretation*)) in each case on the terms and subject to the conditions of this Agreement.

It is agreed:

1. Interpretation

1.1 In this Agreement:

"**Accounts Date**" means: (i) in respect of the individual accounts of Company, Nordic Mines and Alberta, and the consolidated financial statements of the Group, 31 January 2021; and (ii) in respect of the individual accounts of Otso Oy, 31 December 2020;

"**Accounts**" means the financial statements (audited, where applicable) of the Company and of each Subsidiary, and the audited consolidated financial statements of the Group for the financial period ended on the Accounts Date and for each of the two (2) previous financial periods, together with, in each case, the auditors' reports, financial statements comprising, in each case, a consolidated statement of financial position, a consolidated statement of income (loss) and comprehensive income (loss), a consolidated statement of changes in equity, a consolidated statement of cash flows and all notes, reports, statements and other documents annexed to them;

"**Agents**" means, in relation to a person, that person's directors, officers, employees, advisers, agents and representatives;

"**Agreement**" means the Subscription Agreement dated as of the date hereof;

"**Alberta**" has the meaning given to it in Schedule 1;

"**Anti-Bribery Laws**" means, in each case to the extent that they have been applicable to a Group Company at any time: (i) the UK Bribery Act 2010; (ii) the U.S. Foreign Corrupt Practices Act of 1977 (as amended); (iii) the Corruption of Foreign Public Officials Act (Canada); and (iv) any applicable law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997; and (iv) any other applicable law, rule or regulation

of similar purpose and scope in any jurisdiction, including books and records offences relating directly or indirectly to a bribe;

"Bank of Montreal" means Bank of Montreal of 595 Burrard Street, Vancouver, British Columbia;

"Business" means the business of the Group comprising operation of the Otso Gold Mine (formerly known as the "Laiva Gold Mine") in Finland as conducted by it on the date of this Agreement and from time to time thereafter;

"Business Day" means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in Moscow (Russian Federation), Toronto (Canada), New York (United States of America) and Nicosia (Republic of Cyprus);

"Business Information" means drawings, formulae, test results, reports, project reports and testing and operation procedures, instruction and training manuals, tables of operating conditions, specifications, data, quotations, tables, lists and particulars of suppliers, and technical literature and any other technical, industrial and commercial information and techniques in any tangible form (including, but not limited to paper and electronically stored data);

"Business Intellectual Property" means all Intellectual Property owned, used or held for use by any Group Company;

"Companies Act" means the Companies Act 2006;

"Company's Designated Account" means the USD-denominated bank account with Bank of Montreal, account number 00040-4603-048 and account name Otso Gold Corp.;

"Company's Solicitors" means Aird & Berlis LLP, Suite 1800, 181 Bay Street, Toronto, Ontario, M5J 2T9.

"Completion" means completion of the Subscription;

"Completion Date" means the day of execution of this Agreement;

"Conditions" means the conditions referred to in Clause 3 (*Conditions*) and set out in Schedule 2 (*Conditions*);

"Continuing Provisions" means Clause 1 (*Interpretation*), Clause 6.6(a) (*Company Warranties*), , Clause 12 (*Confidentiality*), Clause 13 (*Announcements*), Clause 14 (*Assignment*), Clause 16 (*Entire Agreement*), Clause 17 (*Severance and Validity*), Clause 18 (*Variations*), Clause 19 (*Remedies and Waivers*), Clause 21 (*Third Party Rights*), Clause 22 (*Payments*), Clause 23 (*Costs and Expenses*), Clause 24 (*Notices*) and Clause 27 (*Governing Law and Settlement of Disputes*);

"Disclosed" means fully, fairly and specifically disclosed in the Disclosure Letter;

"Disclosure Letter" means, collectively, (i) the disclosure letter dated December 13, 2020 from the Company to the Subscriber and (ii) the supplement to the disclosure letter of today's date in the agreed terms and delivered to the Subscriber before the execution of this Agreement;

"Encumbrance" means any pledge, charge, lien, mortgage, debenture, hypothecation, security interest, pre-emption right, option, claim, equitable right, power of sale, pledge, retention of title, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the above;

"Environment" means all or any of the following media (alone or in combination): air (including the air within buildings and the air within other natural or man-made structures

whether above or below ground); water (including water under or within land or in drains or sewers); soil and land and any ecological systems and living organisms supported by these media;

"**Environmental Authority**" means any legal person or body of persons (including any government department or government agency or court or tribunal) having jurisdiction to determine any matter arising under Environmental Law and/or relating to the Environment;

"**Environmental Law**" means all applicable laws, statutes, regulations, statutory guidance notes and final and binding court and other tribunal decisions of any relevant jurisdiction whose purpose is to protect, or prevent pollution of, the Environment or to regulate emissions, discharges or releases of Hazardous Substances into the Environment, or to regulate the use, treatment, storage, burial, disposal, transport or handling of Hazardous Substances, and all by-laws, codes, regulations with any of therein, decrees or orders issued or promulgated or approved under or in connection with any of them;

"**Environmental Permit**" means at any time any licence, approval, authorisation, permission, notification, waiver, order or exemption which is issued, granted or required under Environmental Law or otherwise which is required for the operation of the business of the Group as it has been operated in the five (5) years before such time, including the environmental and exploration permits listed in Schedule 13;

"**Exchange**" means the TSX Venture Exchange;

"**Exchange Rate**" means the exchange rate, being CAD 1.2678 to 1 USD;

"**Freehold Properties**" means the freehold land and premises currently owned, used or occupied by the Group details of which are set out in Part 1 of Schedule 6 (*Properties*);

"**Group**" means the Company and its Subsidiaries and the expression "**Group Company**" shall be construed accordingly;

"**Hardware**" means any and all (a) computer, telecommunications and network equipment; (b) operation user manuals; (c) maintenance manuals; and (d) associated documentation (but not including Software);

"**IFRS**" means generally accepted accounting principles as set out in the CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis;

"**Indebtedness**" means any liability or indebtedness (including in respect of any fees, commissions, interest and penalties) for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any lease that in accordance with IAS17 is characterised as a finance lease; (e) any sale or purchase arrangement providing for deferred payment or delivery other than trade credit incurred in the ordinary course of business; (f) any swaps, options, forward, derivatives or other hedging transaction entered into in connection with protection against or benefit from fluctuation in any rate or price; (g) any debt restructuring transaction; (h) any counterindemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in the preceding paragraphs (a) to (h), save in all cases for any liability or indebtedness among or between the Group Companies;

"**Intellectual Property**" means patents, utility models, trade marks, service marks, trade and business names, registered designs, design rights, copyright and neighbouring rights, database rights, domain names, semi-conductor topography rights and rights in Business Information,

inventions, Software, trade secrets, confidential information of all kinds and other similar proprietary rights which may subsist in any part of the world and whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations;

"**IT Contracts**" means any material agreements, arrangements or licences relating to IT Systems or IT Services, including all hire purchase contracts or leases of Hardware owned or used by a Group Company, licences of Software owned or used by a Group Company and other IT procurement;

"**IT Systems**" means Hardware, Software, communications networks, telephone switchboards, micro-processors and firmware and other information technology equipment and any other items that connect with any or all of them which in each case are owned or used by a Group Company;

"**Hazardous Substances**" means any wastes, pollutants, contaminants and any other natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) which is capable of causing harm or damage to the Environment or a nuisance to any person;

"**Key Workers**" means any Worker earning USD 100,000 per annum or more;

"**Leasehold Properties**" means the leasehold land and premises currently owned, used or occupied by the Group details of which are set out in Part 2 of Schedule 6 (*Properties*);

"**Long Stop Date**" means 22 October 2021 or such other date (if any) as the Parties may agree in writing;

"**Loss**" or "**Losses**" means any and all losses, liabilities, actions and claims, including charges, costs, damages, fines, penalties, interest and all legal and other professional fees and expenses including, in each case, all related Taxes;

"**Material Adverse Effect**" means any adverse change in or effect on the business, assets, liabilities, condition (financial or otherwise), prospects and/or results of operations of any Group Company which results in or might reasonably be expected to result in:

- (a) an increase in any year in the annual loss of the Group (determined in accordance with IFRS) of USD 250,000 or more; or
- (b) a reduction in the net assets of any Group Company of USD 100,000 or more,

provided that the following shall, without limitation, always constitute a Material Adverse Effect:

- (i) any Group Company becoming insolvent or unable to pay its debts under the insolvency laws of the jurisdiction of its incorporation or formation or ceasing to pay its debts as they fall due;
- (ii) any order being made, petition presented or resolution passed for the winding up of any Group Company, or any administrator, receiver, manager or equivalent officer being appointed by any person in respect of any Group Company or all or any of its assets, any steps being taken to initiate any such appointment or any voluntary arrangement being proposed relating to any Group Company;
- (iii) the Mining Permit being revoked or any steps taken by any governmental or regulatory authority with a view to revoking the Mining Permit;
- (iv) any claim or proceedings being asserted or commenced against any Group Company in respect of an amount:

- (A) (with respect to any matters Disclosed) greater than USD 500,000; or
- (B) greater than USD 100,000; or
- (v) there being any material change in the management team of any Group Company, including any of Brian Wesson and Clyde Wesson ceasing to be engaged in the management of the Group.

"**MexCo**" has the meaning given to it in Schedule 1;

"**Mining Permit**" means mining permit no. 7803 (Laiva) registered with the Finnish mining authority (Finnish Safety and Chemical Agency (Tukes));

"**Nordic Mines**" has the meaning given to it in Schedule 1;

"**OP Bank**" means Op Bank of Oulun Osuuspankki, Isokatu 14, 90100, Oulu, Finland;

"**Otso Oy**" has the meaning given to it in Schedule 1;

"**Party**" means a party to this Agreement and "**Parties**" shall mean the parties to this Agreement;

"**Properties**" means the Freehold Properties and Leasehold Properties;

"**Registered Intellectual Property**" means patents, registered trade marks and service marks, registered designs, domain name registrations (and applications for any of the same), owned, used or held for use by a Group Company;

"**Relevant Party's Group**" means, in relation to a Party, that Party's subsidiaries and subsidiary undertakings, any holding company or parent undertaking of that Party and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking as the case may be from time to time;

"**Software**" means any and all computer programs in both source and object code form, including all modules, routines and sub-routines thereof and all related source and other preparatory materials including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any manuals or other documentation relating thereto and computer generated works;

"**Subscriber's Group**" means the Subscriber, its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of the Subscriber and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking as the case may be from time to time;

"**Subscriber's Solicitors**" means White & Case LLC of 4 Romanov Pereulok, Moscow;

"**Subscriber's Warranties**" means the warranties referred to in Clause 10.1 (*Subscriber's Warranties*) and set out in Schedule 7, and "**Subscriber's Warranty**" means any one of them;

"**Subscription**" means the issue of the Subscription Units by the Company to the Subscriber, and the subscription for the Subscription Units by the Subscriber, pursuant to this Agreement;

"**Subscription Price**" means the total consideration payable for the Subscription Units as set out in Clause 4 (*Consideration*);

"**Subscription Shares**" means 105,650,000 newly issued common shares in the capital of the Company of C\$0.06 each;

"**Subscription Units**" means 105,650,000 Units;

"**Subscription Warrants**" means 105,650,000 Warrants;

"**Subsidiary**" means the subsidiaries or subsidiary undertakings of the Company particulars of which are set out in Part 2 of Schedule 1 (*The Group*);

"**Tax**" or "**Taxation**" means and includes all forms of taxation and statutory and governmental, state, federal, provincial, local governmental or municipal charges, duties, contributions and levies, withholdings and deductions, in each case whether of Canada (or any territorial subdivision thereof), Finland or elsewhere and whenever imposed, and all related penalties, charges, costs and interest;

"**Taxation Authority**" means any governmental or other authority competent to impose Taxation whether in Canada (or any provincial or territorial subdivision thereof), Finland or elsewhere;

"**Transaction Documents**" means this Agreement, the Disclosure Letter and the Warrant Certificate, and "**Transaction Document**" means any one of them;

"**Unit**" means a unit of the Company (of C\$0.06 each) comprising one (1) Subscription Share and one (1) Warrant;

"**Warrant**" means a common share purchase warrant issued represented by the Warrant Certificate (which, subject to certain conditions and the terms of the Warrant Certificate (including any adjustments provided for thereunder), shall provide the holder with a right to subscribe for one (1) common share in the capital of the Company at an exercise price of C\$0.08 per share at any time prior to 5:00 p.m. (Toronto time) on the date that falls 60 months following the Completion Date);

"**Warrant Certificate**" a warrant certificate representing the Warrant in the substantially the same form issued to the Subscriber on February 8, 2021;

"**Warranties**" means the warranties referred to in Clause 7.1 (*Company Warranties*) and set out in Schedule 4 (*Warranties*), and "**Warranty**" shall mean any one of them;

"**Warranty Claim**" means any claim for breach of Warranty; and

"**Workers**" means the employees, directors, officers, workers and self-employed contractors of the Group.

- 1.2 The expression "**in the agreed terms**" means in the form agreed between the Parties and signed for the purposes of identification by or on behalf of each of the Parties.
- 1.3 "**US\$**" and "**USD**" denote the lawful currency of the United States of America.
- 1.4 "**C\$**" and "**CAD**" denote the lawful currency of Canada.
- 1.5 Any reference to "**writing**" or "**written**" means any method of reproducing words in a legible and non-transitory form (excluding, for the avoidance of doubt, email).
- 1.6 References to "**include**" or "**including**" are to be construed without limitation.
- 1.7 References to a "**company**" include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.8 References to a "**person**" include any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality).
- 1.9 The expressions "**body corporate**", "**holding company**", "**parent undertaking**", "**subsidiary**" and "**subsidiary undertaking**" shall have the meanings given to them in the Companies Act.

- 1.10 The table of contents and headings are inserted for convenience only and do not affect the construction of this Agreement.
- 1.11 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.12 References to Clauses, paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Schedules form part of this Agreement.
- 1.13 References to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any subordinate legislation made under the relevant statute or statutory provision.
- 1.14 References to any Canadian legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.
- 1.15 The expressions "**ordinary course of business**" or "**business in the ordinary course**" mean the ordinary and usual course of business of the relevant Group Company, consistent in all respects (including nature and scope) with the prior practice of such Group Company.
- 1.16 This Agreement shall be binding on and be for the benefit of the successors of the Parties.
- 1.17 Save where otherwise provided, any amount to be converted from one currency into another currency for the purposes of this Agreement (including for the purposes of applying any threshold in USD) shall be converted into an equivalent amount at the Conversion Rate prevailing at the Relevant Date. For the purposes of this Clause 1.17:
- (a) "**Conversion Rate**" means the spot closing mid-point rate for a transaction between the two currencies in question on the Business Day immediately preceding the Relevant Date as quoted by the Financial Times, London edition] or (in either case) if no such rate is quoted on that date, on the last preceding date on which such rate was quoted; and
 - (b) "**Relevant Date**" means, save as otherwise provided in this Agreement, the date on which a payment or assessment is to be made, save that:
 - (i) for the purposes of any monetary threshold in Clause 5 (*Pre-Completion Obligations*), the Relevant Date shall be the date on which the relevant action is taken;

for the purposes of any Warranty, the Relevant Date shall be date on which the relevant Warranty is expressed to be true.

2. Subscription

- 2.1 Subject to the terms and conditions of this Agreement, the Subscriber shall subscribe for and the Company shall issue the Subscription Units (free from all Encumbrances) for the Subscription Price. The Subscription Shares shall be issued at Completion as fully paid and non-assessable common shares of the Company.
- 2.2 The Subscriber shall not be obliged to complete the subscription for any of the Subscription Units unless the issue of all of the Subscription Units is completed simultaneously.

3. Conditions

- 3.1 The obligation of the Subscriber to complete the Subscription is in all respects conditional on the satisfaction (or waiver in accordance with this Agreement, as the case may be) of those matters set out in Schedule 2 (the "*Conditions*").
- 3.2 The Company shall use all reasonable endeavours to procure the fulfilment of the Conditions set out in Schedule 2 (*Conditions*) as soon as possible and in any event prior to the Long Stop Date.
- 3.3 The Subscriber may waive in whole or in part any of the Conditions by notice in writing to the Company, save that the Conditions set out in paragraphs 2 and 5 of Schedule 2 (*Conditions*) may only be waived by agreement in writing between the Parties.
- 3.4 Each Party shall provide such information as is reasonably required by the other Party in connection with fulfilment of the Conditions promptly on being requested to do so.
- 3.5 The Company undertakes to notify the Subscriber in writing of anything which will or may prevent any of the Conditions from being satisfied on or before the Long Stop Date promptly after it comes to its attention.
- 3.6 If any of the conditions set out in Schedule 2 (*Conditions*) is not fulfilled or waived on or before the Long Stop Date, the Subscriber shall be entitled to treat this Agreement as terminated subject to, and on the basis set out in, Clause 11.1 (Termination).

4. Consideration

- 4.1 The total consideration for the Subscription shall be the sum of USD 5,000,000 (five million US Dollars) (the "**Subscription Price**").
- 4.2 The consideration for each Subscription Unit shall be CAD 0.06, the entirety of which shall be allocated to the Subscription Share comprised in such Unit (such that the Subscription Warrants shall be issued for no additional consideration). For the purposes of determining the amount of the Subscription Price in CAD, the Subscription Price shall be converted from USD into CAD at the Exchange Rate, such that the CAD amount thereof is CAD 6,339,000.
- 4.3 The Subscription Price shall be due from the Subscriber (in USD) at Completion, and shall be paid by the Subscriber in USD at Completion.

5. Pre-Completion Obligations

- 5.1 The Company shall and shall procure that from the date of this Agreement until Completion, each Group Company will conduct its business in the ordinary course.
- 5.2 The Company shall notify the Subscriber in writing promptly upon issuance of any shares or other securities pursuant to the exercise of any outstanding securities of the Company (including, but not limited, to options, warrants or convertible debentures).

6. Completion

- 6.1 Completion shall take place on the Completion Date remotely by the electronic exchange of documents, or in such other manner or at such other place as is agreed in writing by the Company and the Subscriber.
- 6.2 At Completion, the Company shall undertake those actions listed in Part 1 of Schedule 3 (*Completion Arrangements*).

- 6.3 At Completion, the Subscriber shall undertake those actions listed in Part 2 of Schedule 3 (*Completion Arrangements*).
- 6.4 If there is a material breach of Clause 6.2 or Part 1 of Schedule 3 (*Completion Arrangements*) on the Completion Date, the Subscriber shall not be obliged to complete this Agreement and may:
- (a) defer Completion (with the provisions of this Clause 6 applying to Completion as so deferred); or
 - (b) proceed to Completion as far as practicable (without limiting its rights and remedies under this Agreement);
 - (c) (provided only that Completion has been deferred in accordance with Clause 6.4(a) at least once) treat this Agreement as terminated for breach of condition subject to, and on the basis set out in, Clause 11 (*Termination*).
- 6.5 The payment of Subscription Price payable in accordance with Clause 4.3 in accordance with paragraph 1 of Part 2 of Schedule 3 (*Completion Arrangements*) shall discharge the obligations of the Subscriber under Clauses 2 and 4 (*Consideration*).
- 6.6 If there is a material breach of Clause 6.3 or Part 2 of Schedule 3 (*Completion Arrangements*) on the Completion Date, the Company shall not be obliged to complete this Agreement and may:
- (a) defer Completion (with the provisions of this Clause 6 applying to Completion as so deferred); or
 - (b) proceed to Completion as far as practicable (without limiting its rights and remedies under this Agreement); or
 - (c) (provided only that Completion has been deferred in accordance with Clause 6.6(a) at least once) treat this Agreement as terminated for breach of condition subject to, and on the basis set out in, Clause 11 (*Termination*).

7. Company Warranties

- 7.1 The Company warrants to the Subscriber that each of the Warranties:
- (a) is true and accurate as at the date of this Agreement, and is not in any material respect misleading as at the date of this Agreement; and
 - (b) shall be true and accurate as at the Completion Date, and shall not be in any material respect misleading as at the Completion Date, in each case with reference to the facts, matters and circumstances then subsisting.
- 7.2 The Company shall not and shall procure that no Group Company shall do or omit to do anything which would result in any of the Warranties being breached or misleading at any time up to and including Completion.
- 7.3 Each of the Warranties shall be separate and independent and (unless expressly provided otherwise) shall not be limited by reference to any other Warranty or by anything in this Agreement.
- 7.4 If:
- (a) there is any material breach of any of the Warranties as given on the date of this Agreement (or a number of such breaches which, when taken together, are material); or

- (b) at any time between the date of this Agreement and Completion there is any matter or circumstance which, were the Warranties to be repeated at such time, would render any of the Warranties untrue or misleading in any respect which (when taken together with any other such matters or circumstances) is material,

the Subscriber shall be entitled to terminate this Agreement by notice in writing to the Company subject to, and on the basis set out in, Clause 11 (*Termination*).

7.5 Any Warranties that are qualified by the knowledge or awareness of the Company refer to the knowledge, belief or awareness of the Company and/or all or any of the following persons:

- (a) Brian Wesson and Clyde Wesson;
- (b) each other person who, at any time after the date of this Agreement and prior to Completion, occupies any position in any Group Company occupied as of the date of this Agreement by any of the persons referred to in paragraph (a) above (or any other position, howsoever described, involving any substantially similar responsibilities); and
- (c) each other person who, as of the date of this Agreement, at any time after the date of this Agreement and prior to Completion, occupies any of the following positions in any Group Company: (i) chief executive officer, (ii) chief financial officer, (iii) chief operational manager, (iv) chief engineer, (v) general counsel (head of legal), (vi) chief accountant (in each case, howsoever called), (vii) Victor Koshkin and Nicolas Pascault (each in their capacities as non-independent directors of the Company since February 8, 2021); and

together with such knowledge, belief or awareness as any of them would have having made all prudent and reasonable enquiries at the relevant time that the Warranties are given or deemed to be given.

8. Limitations on Liability

The liability of the Company in respect of Warranty Claims shall be limited as provided in Schedule 5 (Limitations on Liability).

9. Post-Completion undertakings

- 9.1 The Company shall, within 10 (ten) days following Completion, implement necessary measures and deliver to the Subscriber evidence satisfactory to Subscriber (in its sole discretion) that one (1) individual nominated by the Subscriber (the "Signatory") must be required to approve any payment order made by each of the Group Companies (in all currencies), such that no transfer of funds can be made from any bank account of a Group Company without the prior approval of the Signatory, provided however, for clarity, the Signatory's approval is not required in respect to (i) the transfer of Company funds to different currency accounts within one bank in the name of the Company (ii) the transfer of Otso Oy funds to different currency accounts within one bank in the name of Otso Oy or (iii) in respect to the payment of amounts on Company credit cards.

10. Subscriber's Warranties

- 10.1 The Subscriber warrants to the Company that each of the Subscriber's Warranties is true and accurate as at the date of this Agreement, and shall be true and accurate in all respects as at the Completion Date, in each case with reference to the facts, matters and circumstances then subsisting.

- 10.2 Each of the Subscriber's Warranties shall be separate and independent and (unless expressly provided otherwise) shall not be limited by reference to any other Subscriber's Warranty or by anything in this Agreement.

11. Termination

- 11.1 Save for the Parties' express right to terminate in Clause 3.6, Clause 6.4, Clause 6.5, Clause 7.4 and Clause 11.3, the Parties shall not be entitled to rescind or terminate this Agreement, whether before or after Completion, and each Party waives all and any rights of rescission which it may have in respect of any matter to the full extent permitted by law, other than such rights in respect of fraud.
- 11.2 Without prejudice to the generality of the foregoing, each Party agrees that the remedy of rescission is excluded in relation to all matters and shall not be available, save in respect of fraud.
- 11.3 In addition to any other termination right of the Subscriber or Company under this Agreement, the Subscriber shall be entitled to terminate this Agreement at any time before Completion by notice in writing to the Company if:
- (a) a change, event or circumstance occurs which has or, in the reasonable opinion of the Subscriber, may have a Material Adverse Effect; or
 - (b) the Company commits a material breach of any of its other obligations under this Agreement.
- 11.4 Termination of this Agreement shall be without prejudice to:
- (a) any liability or claim of any Party in respect of any antecedent breach; and
 - (b) the Continuing Provisions (which shall remain in force).

12. Confidentiality

- 12.1 Save as expressly provided in Clause 12.3, the Company undertakes that it shall, and shall procure that each member of the Group shall, treat as confidential the provisions of the Transaction Documents, and all information it has received or obtained relating to the Subscriber's Group as a result of negotiating or entering into the Transaction Documents, and shall not disclose or use any such information.
- 12.2 Save as expressly provided in Clause 12.3, the Subscriber shall, and shall procure that each member of the Subscriber's Group shall, treat as confidential the provisions of the Transaction Documents and all information it has received or obtained relating to each Group Company as a result of negotiating or entering into the Transaction Documents, and shall not disclose or use any such information.
- 12.3 A Party may disclose, or permit the disclosure of, information which would otherwise be confidential if and to the extent that it:
- (a) is disclosed to Agents of that Party or of other members of the Relevant Party's Group if this is reasonably required in connection with this Agreement (and provided that such persons are required to treat that information as confidential);
 - (b) is disclosed to a person qualifying as a prospective permitted assignee under Clause 14 (*Assignment*) or to its Agents in connection with a potential assignment to that person in accordance with the provisions of that Clause (provided that any such person needs to know the information for the purposes of considering, evaluating, advising on or

furthering the potential assignment and is required to treat the information as confidential and provided also that the disclosing party remains liable for any breach of the confidentiality obligations set out in this Clause 12);

- (c) is required for the purposes of enforcing this Agreement;
- (d) is required by law or any securities exchange (including the Exchange), regulatory authority (including under applicable Canadian securities laws) or governmental body or Taxation Authority;
- (e) was already in the lawful possession of that Party or its Agents without any obligation of confidentiality (as evidenced by written records); or
- (f) is in the public domain at the date of this Agreement or comes into the public domain other than as a result of a breach by a Party of this Clause 12,

provided that prior written notice of any confidential information to be disclosed pursuant to Clause 12.3(b) shall be given to the other Party.

13. Announcements

- 13.1 Save as expressly provided in Clause 13.2, no announcement shall be made by or on behalf of any Party or a member of the Relevant Party's Group relating to the Transaction Documents without the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed.
- 13.2 A Party may make an announcement relating to the Transaction Documents if (and only to the extent) required by the law of any relevant jurisdiction or any securities exchange, regulatory or governmental body in which case such Party shall take all steps as may be reasonable in the circumstances to agree the contents of such announcement with the other Party prior to making such announcement.

14. Assignment

- 14.1 Save as expressly provided in Clause 14.2, neither Party may assign, transfer, charge, declare a trust of or otherwise dispose of all or any part of its rights and benefits under this Agreement (including any cause of action arising in connection with any of them) or of any right or interest in it.
- 14.2 The Subscriber may assign all or any of its rights and benefits under this Agreement (including any cause of action arising in connection with any of them) to any member of the Subscriber's Group.
- 14.3 For the avoidance of doubt, this Clause 14 shall be without prejudice to the right of the Subscriber to transfer any Warrants to any person, provided such transfer is done in accordance with applicable Canadian securities laws.

15. Further Assurance

Each Party shall from time to time and at its own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things as are reasonably required by the other Party in order to give full effect to this Agreement and its rights, powers and remedies under this Agreement.

16. Entire Agreement

- 16.1 This Agreement, together with the Transaction Documents and any other documents referred to in this Agreement or any Transaction Document, constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the Subscription.
- 16.2 Each Party confirms that it has not entered into this Agreement or any other Transaction Document on the basis of any representation, warranty, undertaking or other statement whatsoever which is not expressly incorporated into this Agreement or the relevant Transaction Document.
- 16.3 Nothing in this Clause 16 shall operate to limit or exclude any liability for fraud.

17. Severance and Validity

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable endeavours to replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

18. Variations

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

19. Remedies and Waivers

- 19.1 No waiver of any right under this Agreement or any other Transaction Document shall be effective unless in writing. Unless expressly stated otherwise a waiver shall be effective only in the circumstances for which it is given.
- 19.2 No delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy.
- 19.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.
- 19.4 The rights and remedies provided in this Agreement are cumulative and do not exclude any rights or remedies provided by law.
- 19.5 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of Clause 9 (Post-Completion Undertakings) and Clause 12 (Confidentiality) and that the remedies of injunction, specific performance and other equitable remedies are appropriate for any threatened or actual breach of such Clause.

20. Effect of Completion

The provisions of this Agreement and of the other Transaction Documents which remain to be performed following Completion shall continue in full force and effect notwithstanding Completion.

21. Third Party Rights

- 21.1 Save as expressly provided in Clause 21.2, a person who is not a Party or its successor or permitted assignee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.
- 21.2 Clause 12 (Confidentiality) is intended to benefit the members of the Subscriber's Group, and such Clause shall be enforceable by any of them under the Contracts (Rights of Third Parties) Act 1999, subject to the other terms and conditions of this Agreement.
- 21.3 The Parties may amend or vary this Agreement in accordance with its terms without the consent of any other person.

22. Payments

- 22.1 Any amount payable by the Company to, or at the discretion of, the Subscriber under this Agreement shall, so far as possible, be deemed to be a reduction of the Subscription Price.
- 22.2 Any amount payable by the Company to the Subscriber or by the Subscriber to the Company shall be made in full without set-off or counter-claim and free from any deduction or withholding whatsoever, except as required by law.
- 22.3 If any deduction or withholding is required by law to be made from any payment in respect of a claim under this Agreement (excluding a claim, if any, for payment of the Subscription Price) or if the recipient is subject to Tax in respect of such payment, the payer shall increase the amount of the payment to the extent necessary to ensure that the net amount received and retained by the recipient (after taking into account all deductions, withholdings or Tax) is equal to the amount that it would have received had the payment not been subject to any such deductions, withholdings or Tax.

23. Costs and Expenses

Each Party shall pay its own costs and expenses in connection with the negotiation, preparation and performance of this Agreement and the other Transaction Documents.

24. Notices

- 24.1 Any notice or other communication to be given under or in connection with this Agreement ("Notice") shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by email, pre-paid recorded delivery or international courier to the address provided in Clause 24.3, and marked for the attention of the person specified in that Clause.
- 24.2 A Notice shall be deemed to have been received at the time of delivery, provided that if deemed receipt of any Notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 24 are to local time in the location of the addressee.
- 24.3 The addresses for service of Notice are:

Subscriber:

Name: Brunswick Gold Ltd
 Address: 2-4 Arch, Makarios III Avenue, Capital Center, 9th Floor, 1065
 Nicosia, Cyprus
 For the attention of: Andreas Orphanides
 Email: aorphanides@brunswickrail.com

Company:

Name: Otso Gold Corp:
 Address: Suite 1800, 181 Bay Street, Toronto, ON M5J 2T9, Canada
 For the attention of: Clyde Wesson
 Email: clyde.w@otsogold.com.au

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

Name: Thomas A. Fenton
 Address: Aird & Berlis LLP, Suite 1800, 181 Bay Street, Toronto, ON
 M5J 2T9, Canada
 Email: tfenton@airdberlis.com

- 24.4 A Party shall notify the other Parties of any change to its details in Clause 24.3 in accordance with the provisions of this Clause 24, provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

25. Further Covenants and Acknowledgements

- 25.1 At all times following Completion, the Company covenants and agrees that it shall not (and it shall cause all Group Companies not to) make any offer of employment or engagement to any person who would, directly or indirectly (including by way of secondment, service or consulting agreement or similar arrangement), become a Key Worker without the prior written consent of the Subscriber (given in its sole and absolute discretion).
- 25.2 The Subscriber acknowledges that this Agreement requires the Subscriber to provide certain personal information to the Company including in respect to the directors, officers and material shareholders of the Subscriber. Such information is being collected by the Company for the purposes of completing the transactions contemplated herein, which includes, without limitation, determining the Subscriber's eligibility to purchase the Subscription Units under applicable securities laws, preparing and registering certificates representing the Subscription Units to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the Company to: (i) stock exchanges and/or securities regulatory authorities; (ii) the Company's registrar and transfer agent; (iii) Canadian tax authorities; (iv) any of the other parties involved in the transactions contemplated herein, including legal counsel; and (v) other parties subsequent to the transactions contemplated herein, including legal counsel, reviewing closing books prepared in connection with such transactions. By executing this Agreement, the Subscriber:
- (a) consents to the foregoing collection, use and disclosure of the Subscriber's personal information;
 - (b) consents to the filing of copies or originals of any of the Subscriber's documents delivered in connection with this Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions

contemplated hereby and expressly consents to the collection, use and disclosure of the Subscriber's personal information by the Exchange for the purposes identified by such exchange, from time to time;

- (c) acknowledges that it has been notified by the Company that the Company is required to file with the securities regulatory authority or regulator in each Canadian jurisdiction in which investors reside or in circumstances where a subscription for securities is otherwise subject to such a reporting requirement under applicable securities law, a report containing certain personal information about the Subscriber, including the full name, residential address and telephone number of the Subscriber, the number and type of securities purchased, the total purchase price paid for such securities, the date of issuance, the prospectus exemption relied on to complete such purchase, and whether the Subscriber is an insider of the Corporation or a registrant. This information is collected by the securities regulatory authority or regulator under the authority granted to it under, and for the purposes of the administration and enforcement of, the securities legislation of the local jurisdiction. The title, business address and business telephone number of the public official in each jurisdiction of Canada who can answer questions about the securities regulatory authority or regulator's indirect collection of such information has been made available to the Subscriber. The Subscriber acknowledges that it has authorized the indirect collection of the information by the securities regulatory authorities or regulators. The Subscriber also acknowledges that while the information in the report described above is currently not expected to be placed on the public file of any Canadian securities regulatory authority or regulator, freedom of information legislation may require the securities regulatory authority or regulator to make this information available if requested.

26. Counterparts

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

27. Governing Law and Settlement of Disputes

- 27.1 This Agreement, including the arbitration agreement at Clauses 27.2 and 27.3 and any non-contractual obligations arising out of or in connection with this Agreement, is governed by and shall be construed in accordance with English law.
- 27.2 The Parties agree that if any claim, dispute or difference of whatever nature arises under or in connection with this Agreement (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with this Agreement) (a "**Dispute**") which a Party wishes to have resolved, such Dispute shall be referred upon the application of any Party to, and finally settled by, arbitration in accordance with the London Court of International Arbitration ("**LCIA**") Rules (the "**Rules**") as in force at the date of this Agreement and as modified by this Clause, which Rules are deemed incorporated into this Clause. The number of arbitrators shall be three (3), one of whom shall be nominated by the Claimant(s), one by the Respondent(s) and the third of whom, who shall act as Chairman, shall be nominated by the two party-nominated arbitrators, provided that if the third arbitrator has not been nominated within twenty (20) Business Days of the nomination of the second party-nominated arbitrator, such third arbitrator shall be appointed by the LCIA Court. The seat of arbitration shall be London, England and the language of arbitration shall be English. Subject to Clause 27.1 (*Governing Law*), the arbitrators shall apply English conflicts of law rules.

- 27.3 The arbitrators shall have the power to grant any legal or equitable remedy or relief available under the applicable law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction. The Parties agree that any Party may have recourse to any court of competent jurisdiction to seek interim or provisional measures, including injunctive relief and pre-arbitral attachments or injunctions and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

This Agreement has been entered into by the Parties on the date first above written.

Schedule 1

The Group

Part 1

Details of the Company

Company name	:	Otso Gold Corp.
Company number	:	205104383
Date and place of incorporation	:	February 14, 1992 (Alberta, Canada)
Registered address Principal place of business	:	Registered Address: 14505 Bannister Road SE, Calgary, Alberta T2X 3J3 Head Office: TD Canada Trust Tower, 161 Bay Street, 27th Floor, PO Box 508, Toronto, Ontario, M5J 2S1, Canada
Authorized share capital	:	Unlimited number of common shares
Issued share capital	:	See Schedule 11
Directors	:	Brian Wesson, Clyde Wesson, Yvette Harrison, Vladimir Lelekoy, Nicolas Pascault, Victor Koshkin and Martin Smith
Auditors	:	PricewaterhouseCoopers LLP
Financial year-end	:	31 January
Tax residency	:	Canada

Part 2
Details of the Subsidiaries

Company name : Nordic Mines Marknad AB ("**Nordic Mines**")
 Company number : 556767-4980
 Date and place of incorporation : Sweden
 Registered address :
 Principal place of business : Murgrönsvägen 23,125, 55 Älvsjö Stockholm Sweden
 Authorised share capital : No authorizations registered
 Issued share capital : SEK 100,000
 Shareholder : Otso Gold Corp.
 Directors : Brian Wesson, Torbjorn Bygden, Ulf Jembeck
 Auditors : Not appointed
 Accounting reference date : January 31
 Tax residency : Sweden

Company name : Otso Gold Oy ("**Otso Oy**")
 Company number : 2296579-4
 Date and place of incorporation : Finland
 Registered address : Laivakankaantie 503, 92230 Mattilanperä, Finland
 Principal place of business :
 Authorised share capital : No authorizations registered
 Issued share capital : EUR 1,000,000
 Shareholder : Nordic Mines Marknad AB
 Directors : Brian Wesson, Clyde Wesson, Torbjorn Bygdén
 Auditors : PricewaterhouseCoopers Oy
 Accounting reference date : December 31
 Tax residency : Finland

Company name : 2273265 Alberta Ltd. ("**Alberta**")
 Company number : 2022732651
 Date and place of incorporation : Alberta

Registered address	:	1900, 520 2 Rd Avenue SW, Calgary T2P 0R3
Principal place of business	:	
Authorised share capital	:	Unlimited common shares
Issued share capital	:	100 common shares
Shareholder	:	Otso Gold Corp.
Directors	:	Clyde Wesson, Yvette Harrison
Auditors	:	PWC
Accounting reference date	:	January 31
Tax residency	:	Canada
Company name	:	Minera Acero Del Fuego S.A. ("MexCo")
Company number	:	16911
Date and place of incorporation	:	27-09-1999, Chihuahua México
Registered address	:	Ave. La Junta 110, Col. Obrera, Chihuahua, Chihuahua,
Principal place of business	:	Mexico. C.P. 31350
Shareholder	:	Otso Gold Corp.
Accounting reference date	:	31 December

Schedule 2

Conditions

1. Conduct of Business before Completion

The Company having complied and continuing to comply fully with its obligations in Clause 5 (*Pre-Completion Obligations*).

2. Board Approvals

The passing of a resolution to approve the transactions contemplated by this Agreement at a duly convened and held board meeting of the Subscriber.

3. Governmental and Exchange Approvals

- 3.1 The Exchange shall have either issued a Conditional Acceptance or Final Acceptance (within the meaning of Policy 4.1 of the TSXV Corporate Finance Manual) in respect of the completion of all of the transactions contemplated by this Agreement sufficient for the Company to complete the issuance of the Subscription Units pursuant to this Agreement, provided that if such approval is a Conditional Acceptance, those conditions shall have been satisfied, or be permitted to be satisfied following Completion, and such approval shall remain in full force and effect, unamended, modified, revoked or terminated as of the Completion.

4. Other Approvals and Waivers

All consents required under the Group's key business contracts and the Group's existing financing arrangements to the proposed change in the shareholding structure of the Company pursuant to this Agreement having been obtained on terms acceptable to the Subscriber.

5. Consummation of the Agreement

No injunction, restraining order or other order or any other legal or regulatory restraint or prohibition having been issued or made by any court of competent jurisdiction or any other person which prevents the consummation of the transactions contemplated by this Agreement.

6. Subscriber Protections

- 6.1 The Warranties being true and accurate in all respects, and not in any material respect misleading.
- 6.2 No change, event or circumstance or any combination thereof having occurred which has or which, in the reasonable opinion of the Subscriber, may have a Material Adverse Effect.
- 6.3 No material breach by the Company of any obligation of the Company under the Transaction Documents having occurred.
- 6.4 Nothing having been done without the prior consent of the Subscriber which may dilute (whether before or after Completion) the proportion of the issued share capital of the Company represented by the Subscription Shares, but excluding the issue of any common shares of the Company pursuant to the exercise of any securities issued prior to the date of this Agreement which are issuable into common shares of the Company (i.e. the existing options, warrants or convertible debentures of the Company) listed in Schedule 11 (*Outstanding Options, Warrants and Convertible Debentures*) whose terms have been Disclosed.

Schedule 3

Completion Arrangements

Part 1

Company's Obligations

At Completion, the Company shall:

1. Deliver to the Subscriber or the Subscriber's Solicitors:
 - 1.1 the share certificate(s) (or electronic evidence of book-entry thereof) for the Subscription Shares;
 - 1.2 the duly executed Warrant Certificate(s);
 - 1.3 a certified copy of each power of attorney under which any document to be delivered to the Subscriber has been executed;
 - 1.4 a certified copy of the minutes or resolutions of the board of directors of the Company approving all of the transactions contemplated by this Agreement; and
 - 1.5 such other closing certificates or deliverables as are customarily delivered by a public company in connection with a private placement financing.

Part 2
Subscriber's Obligations

At Completion, the Subscriber shall:

1. procure that the Subscription Price payable in accordance with Clause 4.3 shall be transferred to the Company's Designated Account by electronic transfer in immediately available cleared funds; and
2. deliver to the Company or the Company's Solicitors such other closing certificates or deliverables as are customarily delivered by a corporate subscriber in connection with a private placement financing.

Schedule 4

Warranties

1. Incorporation and Authority

- 1.1 The Company has been duly incorporated and is validly existing under the laws of the Province of Alberta and has full power to carry on its business as it is carried on at the date of this Agreement.
- 1.2 The Company is not insolvent or unable to pay its debts under the insolvency laws of the jurisdiction of its incorporation nor has it stopped paying debts as they fall due. No moratorium has been obtained nor any order been made, petition presented or resolution passed for the winding-up of the Company. Except as Disclosed, no administrator, receiver, monitor, manager or equivalent officer is currently appointed by any person in respect of the Company or all or any of its assets and, to the knowledge of the Company, no steps are currently being taken to initiate any such appointment and no voluntary arrangement has been proposed relating to the Company.
- 1.3 The Company has full power and authority to enter into and perform this Agreement and each other Transaction Document to which it is a party (together, the "**Documents**"), each of which is valid and legally binding and constitutes (when executed) valid and legally binding obligations on it in accordance with the Documents' respective terms. The execution, delivery and performance by, respectively, the Company and each relevant Group Company of the Documents will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of or constitute a default or otherwise be prohibited under (i) any provision of its articles of association, by-laws or equivalent constitutional documents; (ii) any order, judgment, decree or decision of any court or governmental authority in any jurisdiction; or (iii) any agreement or instrument to which a member of the any Group Company is a party or by which it is bound.
- 1.4 The execution, delivery and performance by the Company of its obligations under the Documents will not require it nor any Group Company to obtain any consent (other than, as of the date of this Agreement (and not as at Completion), the approval of the Exchange), waiver or approval of, or give any notice to or make any registration or filing with, any governmental, regulatory, other authority or other person which has not been obtained or made at the date of this Agreement on a basis both unconditional and which cannot be revoked.

2. The Shares and the Group

- 2.1 The Subscription Shares will, when issued, have been validly authorised and issued and, following payment of the Subscription Price in accordance with Clause 4.3, be fully paid and non-assessable.
- 2.2 Upon issue and registration of the Subscription Shares, the Subscriber will be the sole legal and beneficial owner of, and have the right to exercise all voting and other rights over, the Subscription Shares.
- 2.3 Upon their issue, the Subscription Warrants shall have been duly created and issued to the Subscriber in accordance with the Company's articles of association and applicable law.
- 2.4 When issued, there will be no Encumbrance on, over or affecting any of the Subscription Shares or Subscription Warrants nor will there be any commitment by it to give or create any such Encumbrance, and, so far as the Company is aware, no person has claimed to be entitled to any such Encumbrance.

- 2.5 The Subscription Shares, upon issue at Completion and taken together with the common shares in the capital of the Company beneficially owned by the Subscriber, shall constitute approximately 67 per cent of the then issued common share capital of the Company.
- 2.6 There are no securities, agreements or commitments (including options, warrants or convertible debentures) outstanding which call for the issue of any shares or debentures in or other securities of any Group Company or accord to any person the right to call for the issue of any such shares, debentures or other securities, save as set out in Schedule 11 (*Outstanding Options, Warrants and Convertible Debentures*). The terms of each of the securities, agreements or commitments listed in Schedule 11 (*Outstanding Options, Warrants and Convertible Debentures*) have been disclosed in full to the Subscriber prior to the date of this Agreement.
- 2.7 Each Group Company has been duly incorporated or formed and is validly existing under the laws of its place of incorporation or formation and has full power to carry on its business as it is carried on at the date of this Agreement.
- 2.8 The particulars of each Group Company set out in Schedule 1 are complete, accurate and up to date in all respects.
- 2.9 The shares in the capital of each Subsidiary of which particulars are set out in Schedule 1 (*The Group*) constitute the entire allotted and issued share capital of the relevant Subsidiary, and are: (i) legally and beneficially owned by Group Company indicated in Schedule 1 (*The Group*); (ii) fully paid-up; and (iii) except as Disclosed, are free from all Encumbrances. Except as Disclosed, there is no agreement or commitment to give or create any Encumbrance over or affecting the shares of any Subsidiary.
- 2.10 Except as Disclosed, no Group Company acts or carries on business together with any other person in partnership or otherwise.
- 2.11 Except as Disclosed, no Group Company has any branch or agency in any jurisdiction.
- 2.12 No Group Company owns any legal or beneficial interest in any shares, securities or participation interests of any kind in any undertaking other than the shares in the Subsidiaries held directly and indirectly by the Company.
- 2.13 MexCo: (i) is not operating (active) company and (ii) does not held any assets. There is no indebtedness owing by MexCo which is outstanding and due and remains unpaid.

3. Information

- 3.1 The information contained in this Agreement and in the Disclosure Letter is complete and accurate in all material respects and not misleading.
- 3.2 Schedule 12 (*Bank Accounts*) contains complete and accurate particulars of all bank accounts of each of the Group Companies (in all currencies) and the current balances in such bank accounts.

4. Contracts

- 4.1 In this paragraph 4 references to "**contract**" include any agreement, arrangement, obligation, understanding or commitment, whether in writing or not, and references to "**material**" shall mean material to the business, prospects, profits or assets of any Group Company.
- 4.2 No guarantee, mortgage, charge, pledge, lien or other security agreement or arrangement has been given or entered into by any person other than a Group Company in respect of any obligations of a Group Company (including in respect of borrowings).

- 4.3 No guarantee, mortgage, charge, pledge, lien or other security agreement or arrangement has been given or entered into by a Group Company in respect of any obligations of another person (other than another Group Company) (including in respect of borrowings).
- 4.4 Except as Disclosed, no Group Company is a party to or has any liability (actual or contingent) under any guarantee, indemnity or letter of credit, or any leasing, rental, hire purchase or credit sale agreement.
- 4.5 Each of the contracts to which a Group Company is a party is in full force and effect. Except as Disclosed, no party is in breach of any such contract nor has any allegation of any breach or invalidity been made or received by any Group Company. Except as Disclosed, no notice of termination of any such contract has been served or received by any Group Company, there are no grounds for the termination, rescission, avoidance or repudiation of any such contract and there has been no allegation of any such grounds.
- 4.6 No Group Company is, or within the past two (2) years has been, a party to a contract which is, or was, not entirely of an arm's length nature and no Group Company has transferred or has agreed to transfer any assets of material value except at market value.
- 4.7 Except as Disclosed, no person is entitled to receive from any Group Company any finder's fee, brokerage or commission in connection with any of the transactions contemplated by this Agreement.
5. **Compliance with Laws**
- 5.1 Except as Disclosed, each Group Company has in all material respects carried out its business and dealt with its assets in accordance with all applicable laws and regulations in each relevant jurisdictions.
- 5.2 No transaction to which any Group Company is party is or could be liable to be set aside on the basis that it amounted to a transfer at an undervalue by or to a Group Company or on the basis of a Group Company's failure to meet any test (whether relating to its net asset position or otherwise) for determining its validity applicable in any relevant jurisdiction or otherwise.
- 5.3 Each Group Company has at all times conducted its business in compliance with any applicable sanction laws and regulations (including the international sanction laws and regulations of the European Union, the United States and the United Nations, where applicable).
- 5.4 The statutory books and organizational documents of each Group Company have been properly kept, are up-to-date and contain complete and accurate details of all matters required by applicable laws to be entered in them. No notice or indication that any of them is incorrect or should be rectified has been received.
- 5.5 The Company is a reporting issuer under the securities laws of the Provinces of British Columbia and Alberta and is not currently noted in default of any filing requirement under such securities laws.
6. **Licences**
- 6.1 Each regulatory and commercial licences, consents, permits and other authorisations required to be obtained (including with respect to the carrying on of its business) by each Group Company (the "**Licences**") is in full force and effect. Except as Disclosed, none of the Licences will expire within the next twenty-four (24) months and each action for the renewal or extension of each Licence has been taken. Except as Disclosed, there are no grounds for the suspension, cancellation, variation, revocation, termination or non-renewal of any Licence.

- 6.2 The issuance and allotment of the Subscription Shares will not result in the suspension, cancellation, variation, revocation, termination or non-renewal of any Licence or give rise to a right to suspend, cancel, vary, revoke, terminate or not renew any Licence.

7. Ownership of Assets, Facilities and Services

- 7.1 All assets used by any Group Company for or in connection with its business, or which are required for the continuation of the Business both as it is currently conducted and as it has been conducted in the last six (6) months are solely legally and beneficially owned by a Group Company with good and full title and all rights attaching to them and are free from all Encumbrances (except as Disclosed) and there is no agreement or commitment to create any Encumbrance and no claim has been made by any person to be entitled to any such Encumbrance.
- 7.2 All assets referred to in paragraph 7.1 are included in the Accounts, except for any asset acquired, sold, realised or applied in the ordinary course of business since the relevant Accounts Date. Each asset referred to in paragraph 7.1 capable of possession is in the possession of a Group Company (except as Disclosed).
- 7.3 The facilities and services to which each Group Company has a contractual right include all facilities and services which are required for the continuation of the Business both as it is currently conducted and as it has been conducted in the last six (6) months.
- 7.4 Except as Disclosed, no Group Company has agreed to acquire any asset on terms that ownership of such asset does not pass until full payment is made.

8. Plant and Machinery

Except as Disclosed, all plant and machinery (including fixed plant and machinery), vehicles and office equipment used by any Group Company in connection with its business are in all material respects in good repair and condition, are properly maintained and fully serviceable and are capable of being used safely and efficiently in connection with the business of the relevant Group Company. None is obsolete, surplus to current requirements or in need of renewal or replacement.

9. Debts Owed by Group Companies

- 9.1 The amount borrowed by each Group Company under any financial facility does not exceed the amount stated in the relevant financial facility and the total amount of the borrowings of each Group Company does not exceed any limitations on the borrowing powers set out in its articles of association, by-laws or equivalent constitutional documents.
- 9.2 Except as Disclosed, there is no Indebtedness owing by any Group Company which is outstanding and due and remains unpaid.
- 9.3 Except as Disclosed, no demand or notice to repay has been received under, and no event has occurred or been alleged which is, or which may become or result in, an event of default, an early repayment or a breach of the terms of or under any borrowing or financial facility of any Group Company and no change in the direct or indirect control of any Group Company will or may result in such an event of default, early repayment or breach.

10. Debts Owed to Group Companies

Except as Disclosed, no Group Company has lent or agreed to lend any money which has not been repaid to it. There are no overdue debts owing to any Group Company which exceed (USD) 100,000 in aggregate, or which individually exceeds (USD 25,000).

11. Grants and Allowances

Except as Disclosed, no Group Company has applied for or received any grant, subsidy or allowance from any governmental or other body.

12. Powers of Attorney

Except as Disclosed, no Group Company has given any power of attorney or other authority (express, implied or ostensible) which is still in force to any person to enter into any contract or commitment on its behalf.

13. Litigation and Investigations

13.1 Except as Disclosed, no Group Company is, or has been in the last two (2) years, engaged in any litigation, arbitration, mediation or other legal proceedings (whether as claimant, defendant or otherwise), no litigation, arbitration, mediation or other legal proceedings are pending or threatened by or against a Group Company, and there are no circumstances likely to give rise to any such proceedings.

13.2 Except as Disclosed, no Group Company is the subject of any investigation, enquiry or enforcement proceedings by any governmental or other body, no investigations, enquiries, or enforcement proceedings are pending or threatened and, to the knowledge of the Company, there are no circumstances likely to give rise to any such investigation, enquiry or enforcement proceedings.

13.3 No current director or employee of any Group Company is engaged in or subject to any of the matters referred to in paragraphs 13.1 and 13.2 for which any Group Company may be liable.

13.4 No Group Company is affected by any existing or pending judgments or rulings, orders or decrees of any court or governmental authority or any expert determination or arbitral award. There is no injunction, ruling, judgment, arbitral award, resolution, order or decree of any court, tribunal, arbitrator or governmental authority against or affecting any Group Company, and which has not been complied with in all material respects.

14. Insolvency

14.1 No Group Company is insolvent under the insolvency laws of any jurisdiction applicable to it or is unable to pay, or has stopped paying, its debts as they fall due, and the assets of each Group Company exceeds its liabilities.

14.2 No order has been made or resolution passed for the winding up of any Group Company and no provisional liquidator has been appointed in respect of any of them. No petition has been presented or meeting convened for the purposes of winding up any Group Company, no moratorium has been obtained and no step has been taken to initiate any process by or under which the ability of the creditors of a Group Company to take any action to enforce their debts is suspended, restricted or prevented, or some or all of the creditors of a Group Company accept, by agreement or pursuant to a court order or any ruling by a competent body, an amount less than the sums owing to them in satisfaction of those sums. No Group Company has become subject to any analogous event, proceedings or arrangements under the laws of any applicable jurisdiction or other process which could lead to a Group Company being dissolved and its assets being distributed.

14.3 No administrator, administrative receiver or any other receiver, monitor or manager has been appointed by any person in respect of any Group Company or all or any of its assets and no steps have been taken to initiate any such appointment. No analogous appointments have been made or initiated under the laws of any applicable jurisdiction for the management of the affairs, business or assets of a Group Company.

15. Accounts

- 15.1 The Accounts have been prepared in accordance with IFRS or, in the case of the individual accounts of Nordic Mines or Otso Oy comprised in the Accounts, generally applicable accounting principles in Sweden or Finland (respectively) and, in each case, in accordance with applicable law.
- 15.2 The Accounts present fairly the assets, liabilities, financial position and profit or loss and cash flows of each Group Company and of the Group as a whole at the relevant Accounts Date and in the financial periods to which they relate.
- 15.3 No change has been made to the accounting policies or to any other accounting treatment (including, for the avoidance of doubt, any estimation techniques or approaches to the exercise of accounting discretion or judgment) applied in preparing any of the Accounts for at least two (2) years prior to the relevant Accounts Date, unless otherwise expressly stated therein.
- 15.4 The Accounts include full provision or full disclosure in accordance with the relevant generally accepted accounting principles for all liabilities (whether actual, contingent, unquantified or disputed), all outstanding capital commitments and all bad and doubtful debts.
- 15.5 The Accounts are not affected by any unusual or non-recurring item or by any other factor that makes the Accounts unusual or misleading in any respect.
- 15.6 The accounting and other records of each Group Company are up-to-date and have been fully, properly and accurately maintained and are in the possession of the relevant Group Company.

16. Events Since the Accounts Date

- 16.1 Since 31 December 2020:
- (a) the business of each Group Company has been conducted in the ordinary course;
 - (b) there has been no material adverse change in the financial or trading position or prospects of any Group Company;
 - (c) no asset of a value in excess of (USD 100,000) has been acquired or disposed of by any Group Company other than in the ordinary course of business, nor has there been any agreement to acquire or dispose of any such asset;
 - (d) no liability (actual or contingent) has been incurred by or arisen in relation to any Group Company which is either unquantifiable or of an amount in excess of (USD 100,000) other than in the ordinary course of business;
 - (e) no dividend or other distribution has been, or has agreed to be, declared, made or paid by any Group Company;
 - (f) other than the investment transactions between the Company and the Subscriber consummated on February 8, 2021 and the exercise of common share purchase warrants by the Subscriber on July 21, 2021, no Group Company has borrowed or raised any money and no individual item of capital expenditure, or series of connected items of capital expenditure, has been incurred in an amount in excess of (USD 100,000); and
 - (g) no Group Company has issued or agreed to issue any shares or loan capital or other similar interest.
- 16.2 All book debts contained in the Accounts have been realised for an amount not less than that stated or reflected in the Accounts, no debts or other receivables have been factored, sold or

agreed to be sold by any Group Company and no indication has been received that any debt owing to any Group Company is bad or doubtful.

17. Taxation

- 17.1 Except as Disclosed, the Accounts fully provide for all liabilities of each Group Company for Tax as at the relevant Accounts Date and all Tax for which each Group Company is liable or is liable to account has been duly paid (insofar as it ought to have been paid) and each Group Company has made all such withholdings, deductions and retentions that it was obliged or entitled to make and has accounted in full to the appropriate authority for all amounts so withheld, deducted and retained.
- 17.2 Each Group Company has properly obtained and maintained appropriate certificates and other documents necessary to evidence that it was entitled to any applicable reduced tax rates or any other tax benefits (including but not limited utilization of tax losses carried forward or carried back against taxable profit, where applicable) in the relevant jurisdictions.
- 17.3 Each Group Company has properly maintained all records and primary supporting documents in relation to Tax which it is required to maintain in accordance with any applicable requirements. The tax policies of each Group Company are consistently applied and are consistent in all material respects with the applicable legislation in the jurisdiction of its incorporation.
- 17.4 No Group Company is involved (whether as claimant, defendant or otherwise) in any dispute in relation to Tax with any Taxation Authority and there are no circumstances existing which make it likely that such a dispute will arise.
- 17.5 No Group Company has received any notice from any Taxation Authority which required or will or may require any Group Company to withhold Tax from any payment made since 31 December 2019 or which will or may be made after the date of this Agreement.
- 17.6 Since 31 December 2019, no Group Company has made or incurred any obligation to make:
- (a) a payment of a revenue nature in excess of (USD 50,000) which will not be deductible in computing taxable profits (taxable base, as defined by the applicable legislation) for the purposes of any Tax for which such Group Company is liable by reference to income;
 - (b) a payment of a capital nature other than any such payment or obligation made or incurred in respect of the acquisition of capital assets in the ordinary course of business of such Group Company which are used for the purposes of the business of such Group Company as carried on at 31 December 2019.
- 17.7 Except as Disclosed, all returns to be submitted, all information required to be supplied and all notices (including pursuant to notification obligations under the mandatory disclosure rules of any jurisdiction) and payments required to be made by each Group Company in each case for the purposes of Taxation have been submitted, supplied or made punctually on a proper basis, all such returns, information, notices and payments are correct and complete and there is not, and there is not likely to be, any dispute or enquiry in respect of any of them with any Taxation Authority involving any Group Company as a claimant, defendant or otherwise.
- 17.8 Except as Disclosed, no Group Company has within the last 2 (two) years paid or become liable to pay, nor are there any circumstances by virtue of which any Group Company is likely to become liable to pay, any penalty, fine, surcharge or interest in connection with any Tax.
- 17.9 The amount of Tax chargeable on each Group Company during any accounting period ending on or within the 2 (two) years before 31 December 2019 has not depended on any concessions, agreements or other formal or informal arrangements with any Taxation Authority.

- 17.10 No Group Company has within the last 2 (two) years been the subject of an investigation, audit or visit by or involving any Taxation Authority and to the Company's knowledge, there are no circumstances existing which make it likely that such an investigation, audit or visit will be made.
- 17.11 No Group Company is, nor could it become, liable to pay any amount or make reimbursement or indemnity to any person in respect of any Tax liability of another person pursuant to the terms of any agreement or arrangement entered into by any Group Company.
- 17.12 No Group Company has been involved in any scheme, arrangement, transaction or series of transactions in which the main purpose or one of the main purposes was the evasion or avoidance of Tax.
- 17.13 Each Group Company is, to the extent that it is required to be registered, a registered person for the purposes of the relevant value added or turnover tax applicable in any relevant jurisdiction and has never been treated as a member of a group for such value added or turnover tax.
- 17.14 Except as Disclosed, each Group Company has complied with all statutory provisions, rules, regulations, orders and directions concerning Tax in any relevant jurisdiction.
- 17.15 Except as Disclosed, each Group Company is resident for Taxation purposes solely in the jurisdiction in which it is incorporated and no Group Company is or has ever been liable for Tax in any other jurisdiction.
- 17.16 Except as Disclosed, no Group Company has at any time had a permanent establishment for Taxation purposes (including non-registered) anywhere outside the jurisdiction in which it is incorporated.
- 17.17 Except as Disclosed, no Group Company is liable for or has at any time incurred any liability to Tax in any jurisdiction other than the jurisdiction in which it is incorporated or is required to take any actions (including registrations, returns, computation and notices) in any jurisdiction other than the jurisdiction in which it is incorporated.
- 17.18 No Group Company is a party to any transaction or arrangement the terms of which are any different from terms that would exist were the transaction to be entered into by two unconnected parties dealing at "arm's length" between independent enterprises.
- 17.19 To the Company's knowledge, all documents in the possession or under the control of a Group Company to which a Group Company is a party and which attract stamp duty have been duly stamped.
- 17.20 The Tax assets of any Group Company recognised in the Accounts (including amounts owed by any Taxation Authority to any Group Company, input VAT for recovery and/or Tax losses carried forward or carried back) are fully recoverable by such Group Company.
- 17.21 Each Group Company has acted with due circumspection in dealing with its customers and suppliers and taken all reasonable steps and actions to verify that they are *bona fide* taxpayers in each relevant jurisdiction.
- 17.22 Each Group Company is the sole beneficial owner of any income that it has received, beneficial ownership for which purposes as determined in accordance with applicable domestic Tax laws, any potentially applicable double tax treaty and international tax practice, including the Commentaries to the OECD Model Tax Convention.

18. **Intellectual Property, Confidential Information, Information Technology and Data Protection**

Registered Intellectual Property

- 18.1 There is no Registered Intellectual Property in the name of a Group Company other than domain name registrations.
- 18.2 All registration, renewal and other maintenance fees in respect of the Group's domain names have been paid in full.

Business Intellectual Property

- 18.3 Except as Disclosed, all Business Intellectual Property is legally and beneficially owned by or duly licensed to a Group Company free from all Encumbrances and there is no agreement or commitment to give or create any Encumbrance over or affecting the Business Intellectual Property and no claim has been made by any person to be entitled to any such Encumbrance.
- 18.4 No Group Company has received notice of any legal proceedings, claims or complaints instituted against it in relation to any Business Intellectual Property. Neither the use by the Group Companies of the Business Intellectual Property nor the conduct of the Business infringes the Intellectual Property of any third party.
- 18.5 No Group Company has issued any notice of any legal proceedings, claims or complaints against a third party regarding the infringement of the Business Intellectual Property. No third party has infringed the Business Intellectual Property and so far as the Company is aware no third party is infringing the Business Intellectual Property.
- 18.6 All royalties and other payments due under all licences granted to a Group Company relating to the Business Intellectual Property (the "IP Licences") have been paid and no notice of a material breach or default has been sent or received by a Group Company under any such licence that remains uncured nor is there any matter which would cause such a breach or default, including the acquisition of the Subscription Shares by the Subscriber.
- 18.7 No employee or former employee of a Group Company has any right to payment with respect to the use of, or any interest in any Business Intellectual Property. With the exception of Business Intellectual Property that is the subject of the Licences, (i) the Business Intellectual Property has been developed by employees of a Group Company acting in the course of their employment; or (ii) all consultants, contractors, and/or employees who have developed or who have contributed to the development of any Business Intellectual Property have assigned to a Group Company pursuant to a valid, legally binding, written assignment, any right, title, and interest in such Business Intellectual Property which did not automatically vest in a Group Company by virtue of any relevant law.
- 18.8 A copy of all Business Information required to continue the operation of the Business is in the possession of a Group Company.
- 18.9 The Business Intellectual Property is all the Intellectual Property required for the operation of the Business prior to, as at, and after the Completion Date.

Confidential Information

- 18.10 Each Group Company has at all times used commercially reasonable efforts to protect its trade secrets and confidential information in its possession and has not disclosed any trade secrets or confidential information to any third party except under written terms which provide full protection for such Group Company's commercial interests.

IT Systems / IT Contracts

- 18.11 Except as Disclosed, all IT Systems and related data are owned by a Group Company, are not wholly or partly dependent on any facilities or services not under the exclusive ownership and control of that Group Company and are used exclusively by the Group Companies.
- 18.12 All the IT Contracts are valid and binding. None of the IT Contracts has been the subject of any breach or default or of any event which (with notice or lapse of time or both) would constitute a default, or is liable to be terminated or otherwise adversely affected by the transaction contemplated by this Agreement.

Computer operation and maintenance

- 18.13 All IT Systems are in good working order, function in accordance with all applicable specifications and have been and are being properly and regularly maintained and replaced. No part of the IT Systems has materially failed to function at any time during the last two (2) years.
- 18.14 Each Group Company has full and unrestricted access to and use of the IT Systems and no third party agreements or consents are required to enable that Group Company to continue such access and use following Completion.
- 18.15 No part of the IT Systems is or has been infected by any virus or other extraneously-induced malfunction, and no person has had unauthorised access to the IT Systems or any data stored thereon.

Data Protection

- 18.16 For the purposes of paragraphs 18.16 to 18.21 "**DP Laws**" means any and all laws relating to the processing of personal data including, but not limited to, Regulation (EU) 2016/679 and Directives 2002/58/EC and 2009/136/EC (each as implemented into the national laws of EU Member States), or other equivalent laws and regulations in other jurisdictions, each as amended, consolidated or replaced from time to time.
- 18.17 To the Company's knowledge, each Group Company has complied with all applicable DP Law and (without limitation to the generality of the foregoing):
- (a) each Group Company has, to the extent required by any applicable DP Law, filed and maintained a current entry in each relevant register maintained by all applicable authorities established pursuant to DP Laws (each, a "**DPA**"), and/or maintained suitable internal processing records;
 - (b) each Group Company has processed personal data only in accordance with:
 - (i) applicable DP Laws; and
 - (ii) the terms of a privacy policy; and
 - (c) in each instance in which a Group Company has engaged any third party to process personal data on its behalf, it has appointed such third party under a binding agreement which includes all necessary and appropriate data processing language in accordance with applicable DP Laws.
- 18.18 No Group Company has received any communication from any DPA alleging and/or enforcing non-compliance with any DP Law, or requesting an audit or compliance check relating to DP Law, or requiring such Group Company to undertake an audit or compliance check or to change or delete any data or prohibiting the transfer of data to a third party or out of the European Economic Area.

18.19 No individual has claimed or taken, or has a right to claim or take, compensation or legal action in respect of any breach of any rights or obligations under any DP Law or pursuant to any contract entered into which requires compliance with DP Law.

19. **Real Estate**

19.1 The information set out in Schedule 6 is true, complete and accurate and not misleading in any material respect and the Properties comprise all the land and buildings owned, occupied or used by any Group Company or in which any Group Company has any right, interest or liability.

19.2 A Group Company has good title to and is the sole legal and beneficial owner in exclusive possession of the Properties.

19.3 Other than in relation to the Properties, no Group Company is actually or contingently liable in relation to any existing or previously owned, leased, licenced or occupied real estate (whether as owner or former owner or as tenant or former tenant of any such real estate or as an original contracting party, or guarantor of any party, to any deed, document, lease or licence connected with such real estate).

19.4 All rents and outgoings, fees and other payments due to all applicable authorities have been paid up-to-date and there are no outstanding liabilities for any rent, rates, allowances, taxes, charges or other sums due in respect of the Properties.

19.5 There are no notices, disputes, complaints, liabilities, claims or demands relating to or in respect of the Properties or their use including any dispute or notice from any landlord.

19.6 Except as Disclosed, there are no circumstances or issues which would in any way limit the current use of the Properties going forward.

19.7 There are no circumstances or issues which either currently or are likely in the future to restrict or limit access to and from the Properties.

19.8 Except as Disclosed, the Properties are free from any Encumbrances as security for indebtedness.

19.9 Each Group Company has under its control all the title deeds and documents necessary to prove its title to the Properties.

19.10 There are no reasons to expect that material expenditure will be incurred in respect of the Properties (including material repairs/dilapidations costs and service charges).

19.11 All material covenants, conditions and agreements contained in any lease of any Properties, on the part of the landlord and the tenant, have been complied with and no notice of breach of any of the tenant's obligations under any such lease has been received from the landlord by any Group Company and there has been no refusal to accept rent, nor are there any circumstances rendering any of the foregoing likely.

19.12 Except as Disclosed, none of the leases or occupation agreements relating to the Properties can be terminated or amended upon a change in the direct or indirect ownership or control of a Group Company.

19.13 Each Group Company has obtained all requisite licences and authorisations from all applicable authorities, and there are no notices, disputes, complaints, liabilities, claims or demands in relation to any such licences or authorisations.

19.14 There is no order, resolution or proposal for compulsory acquisition of any of the Properties by a government, local or other authority or statutory undertaker.

- 19.15 No rent reviews and/or rent adjustments under any leases of the Properties are currently outstanding or in process.
- 19.16 There are no liabilities to maintain or pay for any public infrastructure (including roadways) in relation to or adjoining the Properties.
- 19.17 The Properties and their uses comply with all relevant Planning Legislation and planning/zoning conditions and no notice has been issued or received alleging any breach of any Planning Legislation or planning/zoning conditions. For the purposes of this paragraph 19.17, "**Planning Legislation**" means all legislation, by-laws and regulations or equivalent to control or regulate the zoning, construction, demolition, development, alteration or use of land and buildings and any orders, regulations, consents or permissions made or granted under any of the same.

20. Environmental

- 20.1 Each Group Company is conducting, and has in all material respects during the past two (2) years conducted, the Business in compliance with Environmental Law.
- 20.2 All Environmental Permits have been obtained, are in force and have been in all material respects complied with.
- 20.3 Except as Disclosed, none of the Group Companies has received any notice of any civil, criminal, regulatory or administrative action, claim, investigation or other proceeding or suit relating to Environmental Law or Environmental Permits.
- 20.4 Except as Disclosed, none of the Group Companies has received written notice that either (i) an Environmental Authority is intending to revoke, suspend, vary or limit any Environmental Permit or (ii) any amendment to any Environmental Permit is required to enable the continued operation of the Business.
- 20.5 There are no proceedings or actions by any Environmental Authority or by any other person, entity or governmental authority pending against any Group Company under any Environmental Law.
- 20.6 No Group Company is responsible (wholly or in part) for any clean-up or other corrective action (whether or not reflected in the Accounts) which has been assessed or ordered by any Environmental Authority in relation to any property currently or previously owned, used or occupied by a Group Company or is subject to any investigation or inquiry by an Environmental Authority in relation to the same.
- 20.7 The Group's liability in respect of any clean-up or reinstatement obligation under Environmental Law is duly reflected in the Accounts.
- 20.8 To the Company's knowledge, no Group Company has disposed of any Hazardous Substance other than in compliance with applicable Environmental Law.

21. The Mining Permit

- 21.1 The Group is the legal and beneficial owner of the Mining Permit and all property, rights and interests attributable to the Mining Permit.
- 21.2 Except as provided in the Mining Permit, the Group is able freely to dispose of all gold attributable to the Mining Permit.
- 21.3 Except as Disclosed, the Group is not subject to any agreements or arrangements to pay royalties, net profits or any other payments which are determined by the value or volume of gold extraction in respect of gold extracted under the Mining Permit.

- 21.4 Neither the Group nor the Mining Permit is subject to any outstanding joint bidding, joint application or area of mutual interest arrangements.
- 21.5 Except as provided in the Mining Permit, public registers or as Disclosed, the Mining Permit is not subject to any Encumbrance, nor is the Group party to any agreement to create any Encumbrance over the Mining Permit.
- 21.6 The Mining Permit is in full force and effect and the Group is not in breach of its obligations under the Mining Permit in any respect and no proceedings for default or for failure have been commenced in respect thereto.
- 21.7 No act or omission by the Group has occurred or is about to occur and no fact or circumstance exists which might entitle the regulatory authority by which the Mining Permit was granted to revoke, avoid or repudiate the Mining Permit.
- 21.8 The Mining Permit is not in the course of being surrendered in whole or in part and no further relinquishment of any parts of any of the contract areas within the Mining Permit (beyond the dimensions of such contract areas as they exist as the date of issuance) is ongoing, outstanding or in prospect.
- 21.9 The regulatory authority by which the Mining Permit was granted has not given any indication of its intention to require any works to be carried out in excess of or different from that referred to the Mining Permit or in any existing development programme or to call for the submission of a further development programme in respect of the Mining Permit.
- 21.10 No provision of the Mining Permit suspending or excusing performance of obligations is in operation.
- 21.11 All permits, licences, consents, approvals, agreements or certificates required for the carrying out of operations under the Mining Permit have been obtained and complied with and are in full force and effect and there are no circumstances indicating that any of those permits, licences, consents, approvals, agreements or certificates will be suspended, threatened, revoked or not renewed or which will prevent or materially delay the obtaining of any further permits, licences, consents, approvals, agreements or certificates which are necessary for further planned operations under the Mining Permit.
- 21.12 The Group has complied with any and all mine management plans in existence at each mining facility owned and / or operated by the Group in relation to the Mining Permit.
- 21.13 To the Company's knowledge, the Group has complied with any and all current legislation on mining exploration and exploitation in respect of the Mining Permit.
- 21.14 The Group has in its possession or has access to all material data and information relating to the Mining Permit.
- 21.15 No person designated or appointed to act as operator of the Mining Permit has given any notice of its resignation as operator.
- 21.16 Any person designated or appointed to act as operator of the Mining Permit:
- (A) has acted and continues to act in accordance with any mine management plan in existence and reasonable and prudent mining practice in respect of the Mining Permit;
 - (B) has in respect of the Mining Permit complied in all material respects with all laws and international conventions applicable to operations conducted under the Mining Permit; and
 - (C) is not in breach of the Mining Permit such as would permit any other parties to remove it as operator.

- 21.17 No part of any of the gold deposits which lie within the boundaries of the Mining Permit is subject to any agreement or arrangement for joint development.
- 21.18 All accrued obligations and liabilities imposed by the Mining Permit have been duly fulfilled and discharged and all compulsory work obligations contained in the Mining Permit which are (subject to extensions granted by the relevant regulatory authorities) required to have been performed have been fully performed.
- 21.19 The Group has not given or received notice of any proposed assignment or transfer of interests in respect of the Mining Permit.
- 21.20 There are no equity redeterminations or accounting restoration balancings underway or in prospect in respect of the Mining Permit.
- 21.21 The Group is not party to any farm-in, farm-out, earn-in or earn-out agreement in respect of the Mining Permit.
- 21.22 There are no surface title rights, surface occupancy rights or mining titles which might impair the Group's full enjoyment of all property, rights and interests under the Mining Permit.
- 21.23 The Group has all material easements, rights of way and other similar surface rights necessary to allow the Group's full enjoyment of all property, rights and interests under the Mining Permit.
- 21.24 No payments have been made by the Group in respect of or on account of or by way provision (other than accounting provision) for any future decommissioning obligations relating to the Mining Permit and except as provided in the permit for the pilot operations granted by the Finnish Environmental Centre and starting order granted by the Finnish Environmental Permitting Authority):
- (D) no decommissioning agreement or agreement for the provision of security in respect thereof has been entered into in relation to the Mining Permit; and
 - (E) subject to any applicable legislation or regulation the Group is not under any obligation to make any such payments.
- 21.25 The Group has not received a notice from any regulatory agency under any applicable legislation or regulation requiring submission of a decommissioning programme in respect of any of the equipment or facilities constructed or utilised in connection with operations carried on pursuant to the Mining Permit.

22. **Employment**

- 22.1 The persons treated by each Group Company for taxation and social security purposes as employees correctly include all persons who should be so treated.
- 22.2 There are no terms and conditions in any contract with any Worker, and no commitment has been made (whether or not legally binding) to any Worker, pursuant to which such person will be entitled to receive any payment or benefit or such person's rights will change, or an entitlement of such Worker to terminate his employment or engagement will be triggered, as a direct consequence of the completion of the transaction contemplated by this Agreement.
- 22.3 All Workers in the relevant jurisdiction of each Group Company are legally entitled to work in, and have complied with the local asylum and immigration requirements in, the relevant jurisdiction.
- 22.4 All profit sharing, incentive, bonus, commission, share option, medical, permanent health insurance, long term disability insurance, life assurance, directors' and officers' insurance, redundancy and other benefit schemes, arrangements and understandings have at all times been operated in accordance with their governing rules or terms and all applicable laws and all

documents which are required to be filed with any regulatory authority in relation to them have been so filed.

- 22.5 The terms of employment or engagement of all Workers are such that their employment or engagement may be terminated by not more than 3 months' notice given at any time without liability for any payment including by way of compensation or damages (except for any compensation under any applicable statutory regime in the relevant jurisdiction).
- 22.6 Since 31 December 2019, no Group Company has made, announced or proposed any material changes to the salary or benefits of or any bonus to any Workers and no Group Company is under any express or implied obligation to make any such changes with or without retrospective operation.
- 22.7 There are no amounts in excess of USD100,000 (or its equivalent in applicable local currency) owing from, or agreed to be loaned or advanced by any Group Company to, any Workers (other than amounts representing salary accrued due for the current pay period, accrued holiday pay for the current holiday year or for reimbursement of expenses).
- 22.8 No Key Worker has given or received notice to terminate his employment or engagement.
- 22.9 There are no Key Workers who are on secondment, career break or absent on grounds of ill health or disability or other leave of absence (other than normal holidays, maternity leave, parental leave, adoption leave, paternity leave or absence of no more than one (1) month due to illness).
- 22.10 Except as Disclosed, there are no outstanding offers of employment or engagement by any Group Company to any person who would become a Key Worker and no person has accepted such an offer but not yet taken up the position accepted.
- 22.11 There are no indemnities in place by any Group Company for the benefit of any Group Company's directors in respect of third party proceedings.
- 22.12 Except as Disclosed, all salaries, wages and fees and other benefits of all Workers have, to the extent due, been paid or discharged in full together with all related payments to third party benefit providers or relevant authorities.
- 22.13 Except as Disclosed, within the two (2) years preceding the date hereof, no Group Company has been engaged or involved in any trade dispute with any Worker, trade union, works council, special negotiating body, staff association or any other body representing Workers and no event has occurred which could or might give rise to any such dispute and no industrial action involving Workers, official or unofficial, is now occurring or threatened.
- 22.14 No past or present Key Worker has any claim or right of action, either actual or which can reasonably be anticipated, against any Group Company.
- 22.15 There are no terms or conditions under which any Worker is employed or engaged or was previously employed or engaged, nor has anything occurred or not occurred, that may give rise to any claim for discrimination on the grounds of sex, sexual orientation, marital status, gender reassignment, race, nationality, religion or belief, disability or age or for equal pay or treatment whether by such Worker or a prospective Worker or otherwise.
- 22.16 Each Group Company has complied in all material respects with all relevant provisions of treaties, directives, statutes, regulations, codes of conduct, collective agreements, terms and conditions of employment, orders, declarations and awards relevant to Workers or the relations between a Group Company and anybody representing Workers.

22.17 No Group Company has within the eighteen (18) months preceding the date hereof entered into any agreement which involved or may involve the automatic transfer of staff by operation of law.

22.18 No Group Company has outsourced the management or operation of its business or any part thereof to a service provider such that there may be an automatic transfer of staff by operation of law upon the change of any such service provider or the insourcing of the same or similar services.

23. **Competition**

23.1 No Group Company is or has at any time been party to or directly or indirectly concerned in any agreement, arrangement, understanding or practice (whether or not legally binding) or course of conduct which:

- (a) is or was in breach of any competition or similar legislation in any jurisdiction in which the Business is or has been carried on;
- (b) is or has been the subject of any investigation, site inspection or request for information by any court, competition or other governmental or administrative authority pursuant to any competition or similar legislation in any jurisdiction in which the Business is or has been carried on;
- (c) is or has been during the past two (2) years the subject of any complaint, proceedings, or threat of complaint or proceedings, by any third party concerning any competition or similar legislation of any jurisdiction in which the Business is or has been carried on;
- (d) is or has been during the past two (2) years the subject of any registration with, or any notification or application for a decision or guidance to, any competition or other governmental or administrative authority pursuant to any competition or similar legislation of any jurisdiction in which the Business is or has been carried on;
- (e) is or was otherwise registrable, notifiable, unenforceable or void or which renders a Group Company or any of its officers liable to administrative, civil or criminal proceedings under any competition or similar legislation in any jurisdiction in which the Business is or has been carried on.

23.2 No Group Company has given any undertaking, and no order, decision, judgment or direction of any court, competition authority or other governmental or administrative authority has been made against any Group Company, or in relation to it, pursuant to any competition or similar legislation in any jurisdiction in which the Business is or has been carried on which restricts the manner in which any Group Company is permitted to conduct any of the Business.

24. **Anti-Bribery and Improper Payments**

24.1 No Group Company and, nor any of its or their respective directors, officers, employees, agents, representatives or other persons associated with, performing a service for or otherwise acting for or on behalf of it or them (each, an "**Associated Person**") has, in connection with the Business:

- (a) breached or contravened any Anti-Bribery Laws or any applicable anti-money laundering law, rule or regulation or any books and records offences relating directly or indirectly to a bribe; or
- (b) without limiting the generality of the foregoing, directly or indirectly:
 - (i) offered, promised, or given a financial or other advantage to another person intending the advantage to induce or reward improper performance of a

relevant function or activity, or where acceptance of the advantage itself constituted such impropriety; or

- (ii) requested, agreed to, or accepted a financial or other advantage, and in consequence intended to induce improper performance, or where a request, agreement, or acceptance of an advantage itself has amounted to improper performance, or where the advantage has been paid as a reward for, or in anticipation of, or as a consequence of, the improper performance; or
- (iii) failed to prevent bribery by Associated Persons in order to obtain or retain business or a business advantage; or
- (iv) offered, promised, or given a financial or other advantage to a foreign public official (an "**Official**") or another with intent to influence the Official in his official capacity and to obtain or retain business, or a business advantage, including making or receiving any bribe, rebate, pay-off, influence payment, kick-back or other contribution or gifts contrary to Anti-Bribery Laws.

- 24.2 Each Group Company maintains in relation to the Business adequate anti-corruption procedures and controls which are designed to ensure compliance by the relevant Group Company and its respective directors, officers and employees with all Anti-Bribery Laws.
- 24.3 No Group Company has retained any intermediaries, representatives or other agents to act on their behalf in connection with the Business without first conducting a due diligence review with respect to such proposed intermediary, representative or other agent.

Schedule 5

Limitations on Liability

1. **Limitations on Quantum**

The liability of the Company in respect of any Warranty Claim shall not (when aggregated with the amount of all other Warranty Claims) exceed USD 27,000,000.

2. **No Double Recovery**

The Subscriber shall be entitled to bring more than one Warranty Claim arising out of the same subject matter, fact, event or circumstance but shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one shortfall, damage or deficiency, irrespective of whether it gives rise to more than one Warranty Claim.

3. **Exclusion re Fraud or Dishonesty**

Nothing in this Schedule 5 applies to a Warranty Claim that arises or is delayed as a result of fraud or dishonesty by any Party (including, in the case of the Company, any other member of the Group), or any of their respective Agents.

Schedule 6

Properties

Part 1

Freehold Properties

Registered Title Holder	Name, Registration Number and Area	Title Registration Date	Registered Mortgage Notes
Nordic Mines Oy (currently named Otso Oy (2296579-4))	"Nordic Mines" 678-411-15-68 287.3 ha	21 December 2017	1) EUR 700,000,000.00 electronic mortgage note (registered holder: PFL Raahe Holdings LP) 2) EUR 30,000,000.00 electronic mortgage note (registered holder: PFL Raahe Holdings LP)
Nordic Mines Oy (currently named Otso Oy (2296579-4))	"Laiva" 678-412-88-5 610.6 ha	21 December 2017	1) EUR 700,000,000.00 electronic mortgage note (registered holder: PFL Raahe Holdings LP) 2) EUR 30,000,000.00 electronic mortgage note (registered holder: PFL Raahe Holdings LP)

Part 2

Leasehold Properties

Nil

Schedule 7

Subscriber's Warranties

1. The Subscriber has been duly incorporated or formed and is validly existing under the laws of the Republic of Cyprus and has full power to carry on its business as it is carried on at the date of this Agreement.
2. The Subscriber has full power and authority to enter into and perform this Agreement, which is valid and legally binding and constitutes (when executed) valid and legally binding obligations on it in accordance with its terms.
3. The execution, delivery and performance by the Subscriber of this Agreement will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of or constitute a default or otherwise be prohibited under (i) any provision of its articles of association, by-laws or equivalent constitutional documents; (ii) any order, judgment, decree or decision of any court or governmental authority in any jurisdiction; or (iii) any agreement or instrument to which a member of the Subscriber's Group is a party or by which it is bound.
4. The execution, delivery and performance by the Subscriber of its obligations under this Agreement will not require it nor any other member of the Subscriber's Group to obtain any consent, waiver or approval of, or give any notice to or make any registration or filing with, any governmental, regulatory, other authority or other person which has not been obtained or made at the date of this Agreement on a basis both unconditional and which cannot be revoked.
5. The Subscriber is not insolvent or unable to pay its debts under the insolvency laws of the jurisdiction of its incorporation nor has it stopped paying debts as they fall due. No order has been made, petition presented or resolution passed for the winding-up of the Subscriber. No administrator, receiver, manager or equivalent officer has been appointed by any person in respect of the Subscriber or all or any of its assets, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed relating to the Subscriber.
6. The Subscriber has not received or been provided with a prospectus, offering memorandum or other similar document, nor has it requested, nor does it have any need to receive, a prospectus, offering memorandum or any other similar document describing the business and affairs of the Company.
7. The Subscriber has been independently advised as to and is aware of the resale restrictions under applicable Canadian securities laws with respect to the Subscription Units (and the underlying Subscription Shares and Subscription Warrants) and acknowledges receipt of a written notice of the legend restriction notation applicable to the resale of the Subscription Units (and the underlying Subscription Shares and Subscription Warrants).
8. The Subscriber is an "accredited investor" as such term is defined in National Instrument 45-106 *Prospectus Exemptions* ("NI 45-106"), was not created and is not being used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106 and has concurrently executed and delivered a Representation Letter in the form attached to this Subscription Agreement as Schedule 9 and specifically warrants that one or more of the categories set forth in Appendix A to Exhibit 1 attached to the Representation Letter correctly, and in all respects, describes the Subscriber,

and will describe the Subscriber as at the Completion Date and the Subscriber has so indicated by initialling next to the category in such Appendix A which so describes it.

9. The Subscriber:

- (i) is a resident of the Republic of Cyprus;
- (ii) is knowledgeable of the applicable securities laws of its jurisdiction of residence that would apply to the sale and issuance of the Subscription Units, if there are any; and
- (iii) is purchasing the Subscription Units pursuant to exemptions from any substantive or procedural requirements under the applicable securities laws of the Republic of Cyprus (or any other jurisdiction in Europe or the Russian Federation) or, if such is the case, the Subscriber is permitted to purchase such securities under the applicable securities laws of such jurisdiction without the need to comply with any substantive or procedural requirements of any kind whatsoever. The Subscriber is not a U.S. Person nor is the Subscriber subscribing for the Subscription Units for the account or benefit of a U.S. Person or for resale in the United States, and the Subscriber confirms that the Subscription Units have not been offered to the Subscriber in the United States and that this Agreement has not been signed in the United States. For the purposes of this Agreement, "U.S. Person" has the meaning set forth in Regulation S under the United States Securities Act of 1933, as amended (the "US Act"). The Subscriber acknowledges and accepts that the Subscription Units have not been and will not be registered under the US Act or the securities laws of any state of the United States.

Schedule 8

Reserved

Schedule 9
Representation Letter

Schedule 10

Reserved



Schedule 11

Outstanding Options, Warrants and Convertible Debentures

Shares Issued: 903,919,968

Warrants:	<u>Name of the Warrant Holder</u>	<u>Date Issued</u>	<u>Expiry Date</u>	<u>Number of warrants (and shares to be issued in accordance with the warrant)</u>	<u>Exercise Price</u>
	Alumina Partners / Clyde – 50/50	2020-06-02	2025-06-02	3,333,334	0.096
	Leet Investment Pty Ltd	2020-06-05	2025-06-05	500,000	0.096
	Leet Investment Pty Superannuation	2020-06-05	2025-06-05	500,000	0.096
	Nelson Enterprises Pty Ltd	2020-06-05	2025-06-05	666,667	0.096
	Martin Place Securities Pty Ltd (Finder Warrants)	2020-06-05	2025-06-05	83,333	0.096
	Alumina Partners / Clyde - 50/50	2020-07-17	2025-07-17	4,000,000	0.06
	David Rogers	2020-07-17	2025-07-17	400,000	0.06
	Christian Barrientos	2020-07-17	2025-07-17	400,000	0.06
	Anthony Duffy	2020-07-17	2025-07-17	200,000	0.06
	Anneli Lanteigne	2020-07-17	2025-07-17	400,000	0.06
	Canaccord Extension warrants on \$419K convertibles	2020-07-28	2021-07-28	2,223,077	0.09
	Alumina Partners / Clyde - 50/50	2020-09-24	2025-09-24	4,000,000	0.072

16,706,411

Options:

<u>Date Issued</u>	<u>Expiry Date</u>	<u>Option Holder</u>	<u>Number of Options Issued (and shares to be issued in accordance with the option)</u>	<u>Exercise Price</u>
27-Jun-18	26-Jun-23	Rolf Torbjorn Bygden	150,000	0.150
27-Jun-18	26-Jun-23	Ulf Jernbeck	150,000	0.150
06-Jul-18	05-Jul-23	Juha Tiainen	250,000	0.140
20-Sep-19	19-Sep-24	Brian Wesson	500,000	0.050
20-Sep-19	19-Sep-24	Clyde Wesson	500,000	0.050
20-Sep-19	19-Sep-24	Yvette Harrison	500,000	0.050
20-Sep-19	19-Sep-24	Rolf Torbjorn Bygden	300,000	0.050
20-Sep-19	19-Sep-24	Amelia Wesson	300,000	0.050
11-Jun-20	11-Jun-25	Chris Towsey	500,000	0.075
11-Jun-20	11-Jun-25	Dace Church	150,000	0.075
11-Jun-20	11-Jun-25	Riina Makela	150,000	0.075
11-Jun-20	11-Jun-25	Juha Tianen	150,000	0.075
11-Jun-20	11-Jun-25	Tom Fenton	250,000	0.075
			3,850,000	

Debentures: CAD \$10,000 principal amount of 9% convertible debentures.

CAD \$4,671,250 principal amount of 10% convertible debentures convertible into common shares in accordance with the terms of such debenture.

Schedule 12

Bank Accounts

The Company (Otso Gold Corp.)

Bank	Account Number	SWIFT	Currency / Current Balance
Bank of Montreal	0004-1529-058	BOFMCAM2	CAD / 268,758.81
Bank of Montreal	0004-4603-048	BOFMCAM2	USD / 5,129.63
Bank of Montreal	0004-9659-850	BOFMCAM2	CAD / 29,900.00
Bank of Montreal	0004-9741-790	BOFMCAM2	CAD / 37,500.00

Alberta

Bank	Account Number	SWIFT	Currency / Current Balance
Bank of Montreal	0004-1685-560	BOFMCAM2	CAD / 75.93
Bank of Montreal	0004-4606-433	BOFMCAM2	USD / 679.31

Otso Oy

Bank	Account Number	SWIFT	Currency / Current Balance
Danske Bank	FI21 8900 8710 4636 51	DABAFIHH	Euro / 244,915.69
Danske Bank	FI55 8214 5710 0254 32	DABAFIHH	USD / 60,135.78
Danske Bank	FI31 8161 9710 0027 17	DABAFIHH	Euro / 1,274,500
Danske Bank	FI27 8189 9710 0145 12	DABAFIHH	Euro / 600,000
Danske Bank	FI36 8189 9710 0192 97	DABAFIHH	Euro / 500,000
OP Bank	FI26 5741 4020 1102 14	OKOYFIHH	Euro / Nil
OP Bank	FI75 5741 4020 1	OKOYFIHH	Euro / 820,629
Danske Bank	FI67 8189 9710 0300 88	DABAFIHH	Euro / 4,991.39
Danske Bank	FI90 8189 9710 0300 62	DABAFIHH	Euro / Nil
Danske Bank	FI05 8214 5710 02223 55	DABAFIHH	Euro / 4,000

Nordic Mines

Bank	Account Number	SWIFT	Currency / Current Balance
Danske Bank	SE21 1200 0000 0133 9011 9175	DABAFIHH	Swedish krona / 101,456.95
Danske Bank	FI91 8189 9710 0334 39	DABAFIHH	Euro / 65,000

Schedule 13

Environmental Permits

Permit Name	Permit Holder	Registration Number	Date Granted	Expiry Date	Status
Exploration Permits					
Laiva 1, 4-5 / Exploration	Otso Oy	ML2013:0054	27 September 2005	20 September 2013	Pending/ Extension has been applied.
Laiva 6, 8-12 / Exploration	Otso Oy	ML2019:0035	28 April 2014	19 April 2019	Pending / Extension has been applied.
Laiva 13-15 / Exploration	Otso Oy	ML2013:0055	27 October 2005	20 September 2013	Pending / Extension has been applied.
Laiva 16-33,41/ Exploration	Otso Oy	ML2014:0035	11 February 2015	14 March 2018	Pending / Extension has been applied.
Laiva 34-40 / Exploration	Otso Oy	ML2017:0129	23 November 2012	17 November 2017	Pending / Extension has been applied.
Oltava 1 / Exploration	Otso Oy	ML2012:0155	19 August 2014	19 September 2017	Pending / Extension has been applied.
Oltava 2-5 / Exploration	Otso Oy	ML2013:0102	15 November 2014	18 November 2017	The permits have expired and the permit holder has not applied an extension.
Oltava 6 / Exploration	Otso Oy	ML2012:0069	15 October 2014	28 July 2020	Pending / Extension has been applied.
Tormua 1-7 / Exploration	Otso Oy	ML2013:0043	N/A	31 July 2013	Pending / Extension has been applied.

Permit Area / Type of the Permit	Permit Holder	Registration Number	Date Granted	Status
Other Environmental Permits				
Laiva Mine / The main environmental permit	Otso Oy	84/09/2	24 November 2009	Valid until further notice
Laiva Mine / Amendment to permit 84/09/2	Otso Oy	100/10/1	29 October 2010	Valid until further notice
Laiva Mine / Amendment to permit 84/09/2	Otso Oy	76/2016/1	1 June 2016	Valid until further notice
Laiva Mine / Amendment to permit 84/09/2	Otso Oy	33/2017/1	11 May 2017	Valid until further notice
Laiva Mine / Amendment to permit 84/09/2	Otso Oy	4/2016/1	7 January 2016	Valid until further notice
Laiva Mine / Environmental Permit	Otso Oy	54/12/1	12 June 2012	Valid until further notice
Laiva Mine / Environmental Permit	Otso Oy	25/2013/1	15 March 2013	Valid until further notice
Laiva Mine / Environmental Permit	Otso Oy	75/11/2	5 December 2011	Valid until further notice
Laiva Mine / Environmental Permit	Otso Oy	80/2019	13 July 2019	Valid until further notice

Signature page of the subscription agreement relating to Otso Gold Corp. between Brunswick Gold Ltd (as the Subscriber) and Otso Gold Corp. (as the Company)

Signed by _____
for and on behalf
of **Brunswick Gold Ltd**

}

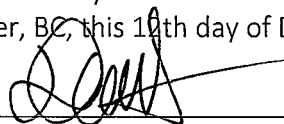
.....
(Authorised signatory)

Signed by _____
for and on behalf
of **Otso Gold Corp.**

}

.....
(Authorised signatory)

This is Exhibit "K" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 10th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia

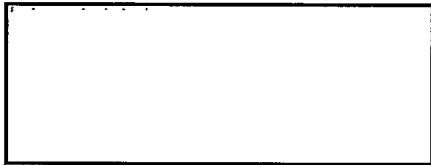
REDACTED

From: Amelia Wesson <amelia.w@lionsbridge.com.au>
Date: Sunday, 5 December 2021 at 5:07 pm
To: Clyde Wesson <clyde.w@lionsbridge.com.au>
Subject: Fwd: Otso transfers / ofu-0114959130 case 0064615803

Warmest regards

Amelia Wesson

Director



Level 29, Chiefly tower 1,
Chiefly square,
SYDNEY NSW 2000
M: +61416027449

E: Amelia.w@Lionsbridge.com.au
www.lionsbridge.com.au
www.westech.com.au

Begin forwarded message:

From: Amelia Wesson <amelia.w@lionsbridge.com.au>
Date: 5 December 2021 at 8:03:39 am GMT+2
Subject: Fwd: Otso transfers / ofu-0114959130 case 0064615803

Warmest regards

Amelia Wesson

Director



Level 29, Chiefly tower 1,
Chiefly square,
SYDNEY NSW 2000

M: +61416027449

E: Amelia.w@Lionsbridge.com.au
www.lionsbridge.com.au
www.westech.com.au

Begin forwarded message:

From: Heidi Maria Sorvoja <heidi.sorvoja@danskebank.fi>
Date: 29 November 2021 at 3:41:49 pm GMT+2
To: Raphael Balli <Raphael.Balli@mkspamp.com>
Cc: Brian Wesson <Brian.Wesson@otsogold.com>, Hanna Rannikko <hanna.r@otsogold.com>, MKSPAMP Treasury <treasury@mkspamp.com>, Mohamed Chibani <Mohamed.Chibani@mkspamp.com>
Subject: RE: Otso transfers / ofu-0114959130 case 0064615803

Hi Raphaël,

On Friday there is a message has sent from Danske Bank to the intermediary bank, Bank of America, but no reply has yet been received.

From one bank to another, we use official secured channels of communication between banks in connection with customers payments, we are unable to deal with these matters over the telephone to another bank.

The same secured channels should be used by your own bank. I strongly recommend that you ask your own bank through the same secure channels to put a questionnaire on the intermediary bank in Bank of America, in relation to those funds.

I believe that this will speed up the process at the Bank of America when queries are coming from both the payer's and the payee's bank.

I will inform you as soon as we receive a reply from the intermediary, Bank of America. But at this very moment we cannot do more.

I am sorry, we understand that this is important to you.

Br,
Heidi

From: Raphael Balli <Raphael.Balli@mkspamp.com>
Sent: maanantai 29. marraskuuta 2021 15.06
To: Heidi Maria Sorvoja <heidi.sorvoja@danskebank.fi>
Cc: Brian Wesson <Brian.Wesson@otsogold.com>; Hanna Rannikko <hanna.r@otsogold.com>; MKSPAMP Treasury <treasury@mkspamp.com>; Mohamed Chibani <Mohamed.Chibani@mkspamp.com>
Subject: RE: Otso transfers / ofu-0114959130 case 0064615803

Hi Heidi,

Could you please call Bank of America and ask them to contact us or clarify with them the status of your payment as they would not be able to provide us information since we're not their customer in this transaction flow. Sorry about that but we need to have this figured out.

Kind regards,
Raphaël



RAPHAËL BALLI
 Legal & Onboarding
MKS (Switzerland) SA
 Promenade St-Antoine 10 | P.O Box 3470
 1211 Geneva 3 | Switzerland
 D +41 22 818 52 04 | M +41 79 588 90 59
raphael.balli@mkspamp.com | www.mks.ch
 An MKS PAMP GROUP Company

From: Heidi Maria Sorvoja <heidi.sorvoja@danskebank.fi>
Sent: Monday, November 29, 2021 1:51 PM
To: Raphael Balli <Raphael.Balli@mkspamp.com>
Cc: Brian Wesson <Brian.Wesson@otsogold.com>; Hanna Rannikko <hanna.r@otsogold.com>
Subject: RE: Otso transfers / ofu-0114959130 case 0064615803

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Raphaël

Unfortunately, I have not received any further information on this matter.

Have you been in contact with Bank of America or your own bank? Bank of America has acted as an intermediary bank for payment in this process. The payment that has been rejected by us has been returned in Bank of America, as shown in the swift message below.

If the original payment has been missing the payer's account number, so I think if they could have problems redirecting the refund back to you.

Br, Heidi

From: Raphael Balli <Raphael.Balli@mkspamp.com>
Sent: maanantai 29. marraskuuta 2021 14.33
To: Heidi Maria Sorvoja <heidi.sorvoja@danskebank.fi>
Cc: Brian Wesson <Brian.Wesson@otsogold.com>; Hanna Rannikko <hanna.r@otsogold.com>
Subject: RE: Otso transfers / ofu-0114959130 case 0064615803

Hi Heidi,

I was inform that we still haven't received the first payment back. Were you able to investigate with your bank on the status of the funds?

Thanks a lot.

Regards,
 Raphaël



RAPHAËL BALLI
 Legal & Onboarding
MKS (Switzerland) SA
 Promenade St-Antoine 10 | P.O Box 3470
 1211 Geneva 3 | Switzerland
 D +41 22 818 52 04 | M +41 79 588 90 59
raphael.balli@mkspamp.com | www.mks.ch
 An MKS PAMP GROUP Company

From: Heidi Maria Sorvoja <heidi.sorvoja@danskebank.fi>
Sent: Friday, November 26, 2021 10:37 AM
To: Raphael Balli <Raphael.Balli@mkspamp.com>
Cc: Brian Wesson <Brian.Wesson@otsogold.com>; Hanna Rannikko <hanna.r@otsogold.com>
Subject: FW: Otso transfers / ofu-0114959130 case 0064615803

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Below is the message we have sent to the Bank of America on the same day as the payment has been received.

This is certainly not very useful for the original payer, because it refers to the information that we have received from Bank of America.

Our group of foreign payments has today sent a questionnaire on the return to the foreign bank and requested confirmation of when the money would have been returned to the payer.

When I receive more information about this, I shall inform you immediately.

The bank of the payer should also be able to send a request for payment by the same route as the payment has been sent,
and it could also speed up the process of processing the refund if the status of the payment was also asked about the sending bank.

```

Sent: . . . 221121

Receiver: BOFAUS3NXXX                               ACK
Swiftaddress: BOFAUS3N      Sender: . DABADKKKAXXX
Name . . . . . : BANK OF AMERICA N.A.
City . . . . . : NEW YORK CITY

Msg: 195 Pri:

20  TRN.....: 3825-0114959130
21  REL.TRN.....: 2021112200413209
75  QUERIES.....: Rejection of payment according
                    to EU847 Regulation.
                    See field 79 for further details
                    and treat this message as a
                    debit authorisation of related
                    credit entry

11R  MT & DATE OF ORIG...: 103
                    211122
11R  MT & DATE OF ORIG...: 8914079656
79  NARRATIVE.....: /REJT/50
                    /RR01//RR02/
                    /MREF/2021112200413209

```

Kind regards,

Heidi Sorvoja
Asiakkuusjohtaja

Danske Bank A/S, Suomen sivuliike
Pohjois-Suomen Yrityspankki
Pakkahuoneenkatu 2
90100 Oulu

Yrityspalvelut: 0100 2580
Matkapuhelin: 050 426 5103
heidi.sorvoja@danskebank.fi
www.danskebank.fi

From: Raphael Balli <Raphael.Balli@mkspamp.com>
Sent: torstai 25. marraskuuta 2021 12.16
To: Heidi Maria Sorvoja <heidi.sorvoja@danskebank.fi>
Cc: Hanna Rannikko <hanna.r@otsogold.com>
Subject: RE: Otso transfers

Hi Heidi,

Thank you for providing these explanations.

Please find attached the Swift of the first transfer. So far, we have not received the funds back. However, we have received the funds back from the second transfer.

Could you please check internally why the funds of the second transaction were sent back and not the ones from the first? Could you also share the Swift of the funds sent back so we can check with our banks if there is an issue on our side?

Thanks for your support.

Regards,
Raphaël



RAPHAËL BALLI
Legal & Onboarding
MKS (Switzerland) SA
Promenade St-Antoine 10 | P.O Box 3470
1211 Geneva 3 | Switzerland
D +41 22 818 52 04 | M +41 79 588 90 59
raphael.balli@mkspamp.com | www.mks.ch
An MKS PAMP GROUP Company

From: Hanna Rannikko <hanna.r@otsogold.com>
Sent: Thursday, November 25, 2021 10:07 AM
To: Raphael Balli <Raphael.Balli@mkspamp.com>
Cc: MKSPAMP Treasury <treasury@mkspamp.com>
Subject: Otso transfers

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Raphael,

Please find below the message from the bank related to rejected payments.

Br Hanna

Hanna Rannikko

Finance Executive



OTSO GOLD

MANAGED BY LIONSBRIDGE

M: +358 40 165 0656

E: hanna.r@otsogold.com

W: www.otsogold.com

Lähtettäjä: Heidi Maria Sorvoja <heidi.sorvoja@danskebank.fi>

Lähetetty: torstai 25. marraskuuta 2021 10.42

Vastaanottaja: Hanna Rannikko <hanna.r@otsogold.com>

Aihe: RE: Otso transfer lot 01/21H1649

Dear Hanna,

Here is the additional information you have requested regarding the declined payment.

The incoming USD payment was rejected because it did not contain all the information required for the EU 847 regularisation,

With reference to this regulator, foreign payments to Danske Bank must have the name, address and account number of the payer. This rejected payment had only a name for the payer.

Therefore, the payment was returned to the payer.

Kind regards,

Heidi Sorvoja
Relationship Manager

Danske Bank A/S, Finland Branch
Corporate Bank, Northern Finland

Email; heidi.sorvoja@danskebank.fi

Phone: +358 100 2580

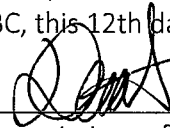
www.danskebank.fi

Tämä viesti saattaa sisältää luottamuksellista tietoa. Jos olet saanut viestin erehdyksessä, ilmoita siitä lähettäjälle vastaamalla tähän viestiin. Tuhoa viesti sen jälkeen säilyttämättä, kopioimatta tai lähettämättä sitä eteenpäin. Vaikka uskomme, ettei viestissä liitetiedostoihin ole viruksia tai muita virheitä, jotka voisivat vaikuttaa viestin vastaanottamisessa ja lukemisessa käytettävään

tietokoneeseen tai IT-järjestelmään, vastaanottaja avaa viestin omalla vastuullaan. Emme vastaa mistään tämän viestin vastaanottamisesta tai käytöstä aiheutuvasta tappiosta tai vahingosta.

Please note that this message may contain confidential information. If you have received this message by mistake, please inform the sender of the mistake by sending a reply, then delete the message from your system without making, distributing or retaining any copies of it. Although we believe that the message and any attachments are free from viruses and other errors that might affect the computer or IT system where it is received and read, the recipient opens the message at his or her own risk. We assume no responsibility for any loss or damage arising from the receipt or use of this message.

This is Exhibit "L" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.

A handwritten signature in black ink, appearing to be 'D. S.', written over a horizontal line.

A Commissioner for taking Affidavits
for British Columbia

Handwritten initials 'DS' in the bottom right corner of the page.

Otso Gold Board Meeting



OTSO GOLD
MANAGED BY LIONSBRIDGE

Date: Wednesday, November 24, 2021

Time: 5:00 pm Finland time; 6:00 p.m. Moscow time; 10:00 am Toronto time; 7:00 am Vancouver time

Location: Zoom call

Meeting called by:	Vladimir Lelekov	Type of Meeting:	Board of Directors
Attendees:	Nicolas Pascualt, Victor Koshkin, Martin Smith, Brian Wesson, Yvette Harrison, Vladimir Lelekov and Clyde Wesson		
	By invitation: Tom Fenton (Aird & Berlis LLP) and Andrey Maruta		
	Tom Fenton acted as Secretary.		
Regrets:	N/A		

MINUTES

The Chairperson welcomed everyone. The Chair then asked for any declarations of conflicts of members. Both Brunswick Gold (BGL) and Lionsbridge (LB) declared that they had interests in several matters in discussion – including in respect to discussions with Otso’s secured creditor Pandion/PFL Raahe and in the discussions regarding the orderly transfer of current management to new management.

The Chair indicated that the Meeting was duly convened with proper notice having been given and an Agenda having been circulated. He confirmed this was the start of the Adjourned meeting from Monday Nov 22 – due to a lack of quorum.

Agenda Item 1: Approval of Minutes of Meeting held November 4, 2021

The Minutes from the November 4, 2021 meeting were presented to the Board for further discussion. Tom confirmed that the draft minutes contained all comments he had received on same

There being no further comments, **UPON MOTION**, duly approved and seconded, **BE IT RESOLVED** that the Minutes of Nov 4, 2021 were approved as written.

Agenda Item 2: Management's Operational and Financial Update

Brian provided an operational report/update to the Board. He referred to certain sections of this written Monthly (October) Report delivered prior to the Meeting. Among other things, Brian discussed various challenges on the restart of mining operations and the pouring of gold, including various 'mis-match' of costs, production issues, strip ratios, capital expenditures and gold sales to MKS. On the later point, Clyde circulated, just before the Meeting, the current summary of gold sales as at Nov 23, 2021 as well as information re head grade and mill throughput.

With respect to payments for Gold sales, there was an issue in that Otso's Danske Bank rejected incoming payments in US dollars from MKS (who were paying out of the US) as Danske needed to comply with standard "money laundering banking procedures". This has now been corrected and MKS will be sending all funds and future funds for Gold purchases from Otso in Euros. There were a number of questions asked and discussed by board members including Clyde/Brian that MKS pays initially 95% of the value of gold sales/purchases (with the balance of funds paid after final reconciliations).

Brunswick representatives commented that the Company was again behind in projected sales for October and into the month of November. Clyde commented that there was another pour this Friday (Nov 26) and that total gold sales for November should be around US\$3 Million. Again, BGL nominees expressed their concern why these numbers were well behind budget. A discussion ensued and led into a heated debate regarding budgets and other matters. Brian commented that the Mine is still in a 'run-up' phase and that all sorts of teething issues were being worked out – and that this is the nature of fluid operations at mine that is coming out of 'care & maintenance'. Among other things, the Company has had to train new staff, has incurred a lot of overtime to get the mine and mill into restart mode. There was then a discussion regarding the current relationship with the Mine Contractor and payments owing to same. Clyde and Brian indicated that Hartikinen were currently "happy" with where things are – although they are owed monies.

There was then a discussion regarding daily production reports that BGL has requested. In short, there are no formal production reports – rather there is more 'raw' information that Peter uses as Mine Manager. Clyde offered that management could send to them the raw data if they wanted it. Again part of the problem is the lack of senior staff to be able to generate specific detailed reports.

BGL asked what information does LB provide Pandion/PFL on a regular basis. Brian indicated that every four weeks or so there is a 'technical' call with Pandion people. Pandion also receives month financial statements as is their entitlement under their agreements. The conversation then pivoted to whether Pandion was "behind" LB's proposal to buy out BGL. Clyde and Brian confirmed that they were not involved in funding that proposal in any way.

BGL then presented their reason why they wanted to appoint Alvarez & Marsal (A&M) as restructuring advisers to the Company. A heated debate then ensued regarding this matter, the timing of it, the market perception and damage it could cause and various other views. This led to a robust discussion about the need for BGL and LB to "come to an agreement with Pandion" – working in unison – rather than individually. To this end, BGL put forward a proposal that they be the only party to have communications with Pandion (ie. so there is just one channel of communication). Martin Smith and Yvette Harrison were of the strong view that BGL and LB had to engage Pandion together to get a deal done. At this stage, there were several Motions brought forward and discussed (but not actually voted on) regarding the hiring of A&V and the terms in which either BGL or LB could approach Pandion.

Regarding A&M, a discussion ensued as to whether BGL would find it acceptable to appoint A&M as "advisers" – perhaps initially for a two week period – (and not as legal officers of the Company). This led to a lengthy discussion regarding the terms of their engagement and the cost of it (which is substantial). Yvette was very critical of BGL that she only received a copy of the A&M engagement letter 30 minutes or so before the meeting. She implored that the Board should be given an extra day to consider this matter. At this stage, the Board agreed to take a 15 minute break as BGL said they wanted to caucus on these issues.

When the meeting recommenced, Vladimir indicated that BGL was insistent that A&M be appointed as BGL first proposed (as Officers – not advisers). He indicated that Otso could be on the verge of insolvency without

DS

additional capital provided and that A&M must be appointed as a condition to BGL potentially providing further funding. This led to a further lengthy discussion and divergent set of views.

BGL then suggested that before a final motion would be put to the Board, they would try to get Dan Anderson from A&M on the Zoom call (which they did). Mr Anderson described (in about 15 minutes) his experience in restructurings and that included mine restructurings. He described his team of four members – himself and Thomas Dillenseger – who would be appointed interim CFO and two other analysts who would assist them. Many questions were asked of Dan regarding among other things, the CFO's experience with Public company reporting; IFRS matters, and that fact that security checks (PIFs) will need to be cleared.

A discussion then ensued whether Dan's appointment could be as Chief *Transformational* Officer (not Restructuring Officer) or Adviser - for which he said he was amenable. BGL seemed amenable to this as well. He then discussed the length of the proposed engagement and that the first 3-4 weeks were the 'critical weeks', but he said their engagement would be in the 3-6 month range. Dan then left the meeting.

Yvette and others asked how this engagement would be paid for and BGL said that they would find a way – suggesting that they would be a backstopping party. Finally, it was agreed that Dan would not also take the title of interim CEO – and that Brian would remain the CEO. So Dan would be CRO/CTO only.

Finally a motion was put to the Board on the hiring of A&V.

After discussion, **UPON MOTION**, duly approved and seconded, **BE IT RESOLVED** A&V be engaged as contemplated by the draft Engagement Letter and that Vladimir was authorized to sign the engagement letter.

The matter passed 4-3 with Yvette, Brian and Clyde voting no.

This led to a final motion being proposed regarding future communication with Pandion.

After discussion, **UPON MOTION**, duly approved and seconded, **BE IT RESOLVED** that except for today's planned call between Joe Archibald and Vladimir (Clyde and Brian consented to not being on that call), any new planned communication by either BGL or LB to Pandion must be done only by providing the other party at least 12 hours notice that a call is planned – and thereby the non calling party can choose to attend such call (or not) with Pandion. This Motion was approved unanimously.

Clyde then commented that both LB and BGL should obviously present to Pandion that they are 'working together' to find a path forward – rather than present that BGL and LB are at 'war'.

The board then took another 10 minute break.

When the meeting resumed, it was confirmed that BGL has approved that payment of the Company D&O renewal.

Agenda Item 3: Management Services and Succession Matters

This Agenda item was covered by the above discussion.

Agenda Item 4: Director and Audit Committee Composition Matters

At this point of the Meeting, Martin (unexpectedly) tabled his resignation – and left the meeting. He indicated he would send his resignation in writing (which he did). Martin thanked everyone but provided no reason for his resignation.

This led to BGL asking Yvette whether she wanted to stay as a director. She confirmed she would for now.

Tom addressed that resignation of audit committee members (Yvette had resigned a few weeks back). He indicated that the National Instrument re Audit Committee (NI 52-110) allows the Company essentially six

months to 'fix' the composition of the Audit Committee so that it is comprised of the requisite majority independent members.

After discussion, **UPON MOTION**, duly approved and seconded, **BE IT RESOLVED** that the Audit committee now be comprised of Nicolas (as Chair), Victor and Clyde. The motion was unanimous.

BGL indicated that they had identified a candidate to serve as a new independent – an Australian person – but no further details were offered to the full Board.

Agenda Item 5: Discussion Regarding Letter Before Action Relating to Claim by Brunswick Gold Ltd.

Vladimir spoke to this item and referred to the letter that Ontier LLP sent dated November 16, 2021 alleging that certain reps and warranties in the BGL's subscription agreement were not true. A heated debate then ensued. To this end, Tom recommended that BGL consider 'standing down' for at least a two week period (given all the other critical items that need to get done including key discussions with Pandion and integrating the A&M people at the mine site). Vladimir said he would take this request back to his legal advisers and would revert on point to the full Board.

There was then a further conversation about providing BGL with full access to the Data room that CSA has/had access to. Brian rebuffed any suggestion that OTSO has in any way denied access to any data. Clyde indicated that the DR was simply 'closed' as it cost money to keep it live. In the end, it was agreed that Clyde would make sure that the DR be opened again and that BGL would have full immediate access.

Agenda Item 6: Other Business/Termination of Meeting

The parties discussed LB's offer they tabled a day before the Meeting suggesting that they buy out BGL's shares at \$0.05 per share. Clyde and Brian then answered a number of questions by BGL. Again, Brian and Clyde indicated that Pandion was not in any way a party to this proposal or its funding. Clyde indicated that the LB special purpose vehicle had 'secured' the necessary funds to make this happen.

Tom indicated that the draft offer, as presented, would be a 'insider bid' in accordance with applicable Canadian securities laws – and that this would necessitate a formal valuation being prepared and other matters. He encouraged Brian and Clyde to secure their own securities advice on how any proposal could be structured – and the regulatory hurdles it may have to address.

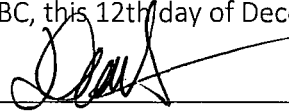
A motion was then passed to terminate the Meeting.

Board meeting closed 8:55 pm (Finland time); 1:55 pm (Toronto Time); 9:55 pm Moscow time.

Vladimir Lelekov – Chairperson

Tom Fenton – Secretary

This is Exhibit "M" referred to in the Affidavit of Clyde Wesson sworn by video conference before me at Vancouver, BC, this 12th day of December, 2021.



A Commissioner for taking Affidavits
for British Columbia



Apple Pty Ltd

Incorporated in New South Wales A.C.N.002 510 054 A.B.N.46 002 510 054
PO Box A2629, Sydney South, NSW 1235
Telephone: 133 622 Fax: (02) 9261 1040

Page 1 of Your

TAX INVOICE

Reference No. 4446649493
Reference Date 12/07/17

Sold To Customer

Clyde Wesson
2/66 Wolseley Road
Point Piper
SYDNEY NSW 2027
AUSTRALIA

Ship To Customer

900136
Clyde Wesson
Lionsbridge
U 17 1 Greenknowe Ave
ELIZABETH BAY NSW 2011
AUSTRALIA

Carrier XDHLE
Ship Date 12/07/17
Waybill No. 316804
Salesperson TZAU_LAEN_BA
Contact

Customer No.	Purchase Order No.	Sales Order No.	Terms	Date Ordered	Quantity Ordered	Quantity Shipped	Value Per Unit (Excl. GST)	Extended Value (Excl. GST)	GST%	GST	Price (Incl. GST)
900136	0403799540	2719048979	Credit Card	06/07/17	1	1	3,999.09	3,999.09	10.00	399.91	4,399.00
Product No.	Product Description & Serial Nos		Qty on B/Order								
Z00M	MBP 13.3 SPACE GRAY Weborder Number: W597572858		0								
Special Instructions											Total GST 399.91
											Total Price (Incl. GST) 4,399.00

*Terms & Conditions on last page.

TERMS AND CONDITIONS OF SALE

SCOPE. If Customer has agreed, either electronically or via a signed purchase agreement with Apple to terms and conditions applicable to this sale of product, then those terms and conditions shall apply to this sale of product. If no such current agreement with Apple exists, then the terms and conditions contained herein ("Terms & Conditions of Sale") shall apply to all quotations made and contracts of sale entered into between Apple and Customer, irrespective of whether Customer accepts these Terms & Conditions of Sale by a written acknowledgement, by implication, or by acceptance of goods hereunder.

Any term or condition on any order or other document submitted by Customer shall be of no force or effect whatsoever and Apple specifically rejects any different or additional terms and conditions proposed by Customer.

Products may not be purchased for export, either directly or indirectly.

PRICE. Prices shall be the price in effect on the date the Customer's order is shipped by Apple. Apple reserves the right to accept or decline any order, in whole or in part. Prices include standard freight and insurance using an Apple selected carrier.

TAXES. All applicable sales and/or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer.

TITLE AND DELIVERY. To the extent permitted by law, title and risk shall pass as follows:

(a) For Products shipped in all but the last week of every Apple fiscal quarter, title and risk of loss will pass to Customer upon shipment from Apple's shipping location. For such Products shipped pursuant to Apples standard practices, Apple will not replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Customer named as the loss payee.

(b) Apple will use reasonable efforts to ship according to Customer's request but will not be responsible or liable for any failure to do so or any failure to meet a proposed delivery date. Should orders for product(s) exceed Apples available inventory, Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability. Any claims by Customer for shortages or incorrectly supplied products must be filed by Customer with Apple within five (5) days of receipt of the products.

PAYMENT. (a) All orders shall be prepaid by Customer, unless credit is first extended by Apple.

(b) If credit is extended by Apple, Customer shall be invoiced upon shipment of product and Customer shall pay each invoice no later than THIRTY (30) DAYS from the date of invoice. Apple reserves the right to change credit terms at any time, for any reason, without prior notice. Time of payment is of the essence. All payments shall be in the currency identified on the face of this document. If Customer becomes insolvent, or bankruptcy or other debtors relief proceedings are instituted by or against Customer, or Customer makes an assignment for the benefit of its creditors or is unable to meet its obligations as they come due, any such event shall be deemed a material default hereunder, entitling Apple to cease performance under this order and to avail itself of all legal and equitable remedies it may have against Customer.

DEFAULTS. In the event of any default by Customer, Apple may decline to make further shipments without in any way affecting its rights under this order. The due date of all Apple invoices shall be accelerated so that they become due and payable immediately, even if longer terms had been provided previously. If, despite any default by Customer, Apple elects to continue to make shipments, Apples action shall not constitute a waiver of any default by Customer or in any way affect Apples legal remedies as a result of any such default.

SOFTWARE RIGHTS. (a) Customer acknowledges that products often contain not only hardware but also software. Software may be provided on separate media, such as CD-ROM or may be included within the hardware. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Customer, as an end user, is licensed to use any software contained in such product(s), subject to the terms of the license accompanying the product. If any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

(b) Unless Customer has obtained Apples prior written consent, Customer, in addition to any obligations or restrictions set forth in any license which may accompany a product, shall not copy the software, except to backup or for archival purposes, and Customer shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Customer shall not disassemble, decompile, reverse engineer, copy, modify, prepare derivative works thereof, or otherwise charge any of the software or its form.

LIMITATION OF LIABILITY. IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR REVENUE. DIRECT DAMAGES SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE LESSER OF A) THE AMOUNT ON THE FACE OF THIS INVOICE OR, B) \$100,000. This limitation is a critical element of the parties bargained-for consideration and will be effective even if Apple is informed in advance of the possibility of such damages.

AUSTRALIAN CONSUMER LAW. Our goods come with guarantees that cannot be excluded under Australian consumer law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

ASSIGNMENT. Customer shall not assign this order or any interest therein, or any rights hereunder without the prior written consent of Apple.

GOVERNING LAW. The validity, construction, and performance of these Terms & Conditions of Sale shall be governed by and construed in accordance with the laws of the jurisdiction of the Apple entity shown on the face of this document, and any dispute, resolution, or proceeding with respect to these Terms & Conditions of Sale shall take place solely in that jurisdiction. In the event that any provision of these Terms & Conditions of Sale is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms & Conditions of Sale shall remain in full force and effect and construed so as to best effectuate the intention of the parties. Customer expressly agrees that venue within this district is proper and voluntarily submits to the jurisdiction of the courts within the same.

MODIFICATIONS. No attempted addition to, deletion from, or modification of any of the provisions of these Terms & Conditions of Sale shall be binding on either party unless it is in writing and signed by an authorized representative of both parties. Apples failure to object to any term or condition contained in any communication from Customer shall not be deemed a waiver of any provision herein. Any waiver by either party of any provision of these Terms & Conditions of Sale shall not be deemed to be a continuing waiver, but shall apply solely to the instance to which the waiver is directed.

ENTIRE AGREEMENT. These Terms & Conditions of Sale contain all the agreements, warranties, understandings, conditions, covenants, and representations made between Customer and Apple. Neither Customer or Apple shall be liable for any agreements, warranties, understandings, conditions, covenants, or representations that are not expressly set forth in these Terms & Conditions of Sale.