

Court File No. CV-21-00673304-00CL

Harte Gold Corp.

SECOND REPORT OF THE MONITOR

January 24, 2022

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD CORP.

**SECOND REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR**

INTRODUCTION

1. On December 7, 2021, Harte Gold Corp. (the “**Applicant**”) sought and obtained an initial order (the “**Initial Order**”) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) providing for, *inter alia*, a stay of proceedings in favour of the Applicant until December 17, 2021 (the “**Stay Period**”) and appointing FTI Consulting Canada Inc. (“**FTI**”) as monitor (in such capacity, the “**Monitor**”). The proceedings commenced by the Applicant under the CCAA will be referred to herein as the “**CCAA Proceedings**”.
2. On December 16, 2021, the Stay Period was extended to December 21, 2021, pursuant to the Order of the Honourable Mr. Justice Pattillo. On December 20, 2021, the Honourable Mr. Justice Penny granted an Amended and Restated Initial Order (the “**ARIO**”) pursuant to which, *inter alia*:
 - (a) The Stay Period was extended to January 31, 2022; and
 - (b) The amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$10.8 million.

3. Also on December 20, 2021, the Honourable Mr. Justice Penny granted an order (the “SISP Order”), *inter alia*:
 - (a) Authorizing the Applicant to conduct, with the assistance of the Monitor, a sale and investment solicitation process (the “SISP”) in accordance with certain terms and conditions relating thereto (the “SISP Procedures”); and
 - (b) Approving the Applicant's execution of the Amended and Restated Subscription Agreement dated December 15, 2021 (the “Subscription Agreement”) with 1000025833 Ontario Inc. (the “833” or the “Investor”), a wholly-owned indirect subsidiary of Silver Lake Resources Limited, and the use of the Subscription Agreement as a “stalking horse bid” (the “Stalking Horse Bid”) in the context of the SISP.

4. The purpose of this Report is to provide information and the Monitor’s recommendations to the Court on the following:
 - (a) The Applicant’s receipts and disbursements in the period from the commencement of the CCAA Proceedings to January 14, 2022;
 - (b) The Applicant’s revised cash flow forecast for the period January 15 to April 1, 2022 (the “January 19 Forecast”);
 - (c) The results of the SISP;
 - (d) The Applicant’s request for an Order (the “ARVO”), *inter alia*, approving the Second Amended and Restated Subscription Agreement dated January 19, 2022 (the “SARSA”) between 833 and the Applicant (the transactions contemplated therein being the “833 Transaction”);
 - (e) The Applicant’s request for an Order (the “Expanded Monitor Powers Order”) to expand the powers of the Monitor in respect of 13699404 Canada In. (“ResidualCo. 1”) and 13699447 Canada Inc. (“ResidualCo. 2”); and

- (f) The Applicant's request for an extension of the Stay Period to March 29, 2022.

TERMS OF REFERENCE

- 5. In preparing this Report, the Monitor has relied upon unaudited financial information of the Applicant, the Applicant's books and records, certain financial information prepared by the Applicant and discussions with various parties (the "**Information**").
- 6. Except as described in this Report:
 - (a) The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
- 7. The Monitor has prepared this Report in connection with the Applicant's motion for the granting of the ARVO and the Expanded Monitor Powers Order as described earlier in this Report. That motion is scheduled to be heard on January 28, 2022 (the "**Approval Hearing**"), and should not be relied on for any other purposes.
- 8. Future oriented financial information reported or relied on in preparing this Report is based on the assumptions of the management of the Applicant regarding future events; actual results may vary from forecast and such variations may be material.
- 9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings given to them in the ARIO, the Pre-Filing Report of the Proposed Monitor dated December 6, 2021 (the "**Pre-Filing Report**") filed in connection with the application for the Initial Order, or the First Report of the Monitor.

EXECUTIVE SUMMARY

REQUEST FOR THE ARVO

10. In summary, in the view of the Monitor:
 - (a) The process leading to the proposed transaction was reasonable in the circumstances;
 - (b) No higher or better offer than the SARSA was received in the SISP;
 - (c) The SARSA provides a vastly superior recovery for creditors than would a liquidation of the assets of the Applicant, other than for the very limited number of creditors with claims which are Excluded Liabilities. Creditors with claims that are Excluded Liabilities will have no recovery under the 833 Transaction, but also have no prospect of recovery under any other alternative;
 - (d) The consideration under the SARSA is fair and reasonable in the circumstances;
 - (e) The completion of the 833 Transaction pursuant to the SARSA is in the best interests generally of the creditors of the Applicant and its other stakeholders;
and
 - (f) There are significant benefits to the reverse vesting structure as compared to an asset sale structure for the completion of the 833 Transaction and the reverse vesting structure is reasonable, justified and appropriate in the circumstances.

11. The Monitor therefore respectfully recommends that this Honourable Court grant the Applicant's request for the ARVO.

REQUEST FOR THE EXPANDED MONITOR POWERS MOTION

12. The Expanded Powers are required as a result of the reverse vesting structure proposed under the SARSA in order to facilitate the completion of the 833 Transaction, the bankruptcy or wind-down of ResidualCo. 1 and ResidualCo. 2 following closing of the 833 Transaction and the orderly completion of the CCAA Proceedings in the event that the 833 Transaction closes.
13. In the view of the Monitor, the Expanded Powers, which include, among other things, the ability for the Monitor to exercise any powers which may be properly exercised by any board of directors of ResidualCo. 1 and ResidualCo. 2, are reasonable, justified and appropriate.
14. Accordingly, the Monitor respectfully recommends that this Honourable Court grant the Applicant's request for the Expanded Monitor Powers Order.

REQUEST FOR THE STAY EXTENSION

15. Additional time is needed to close the 833 Transaction, which contemplates a target closing date of February 18, 2022, and to advance various post-closing matters thereafter to conclude the CCAA Proceedings.
16. The Monitor is of the view that the Applicant has acted, and is acting, in good faith and with due diligence, and that circumstances exist that make an extension of the Stay Period appropriate. Furthermore, the Monitor is of the view that creditors would not be materially prejudiced by such an extension of the Stay Period.
17. Accordingly, the Monitor respectfully recommends that the Court grant the Applicant's request for an extension of the Stay Period to March 29, 2022.

RECEIPTS AND DISBURSEMENTS TO JANUARY 14, 2022

18. The Applicant's actual cash flow for the period from the commencement of the CCAA Proceedings to January 14, 2022, is summarized below:

	Forecast	Actual	Variance
	\$000	\$000	\$000
Receipts	11,907	13,475	1,568
Disbursements:			
Mine, mill and site costs	(13,159)	(10,014)	3,145
Corporate G&A	(661)	(568)	93
Leases	(1,744)	(1,746)	(2)
Capital development	(442)	(315)	127
Regional exploration	(979)	(677)	302
Restructuring disbursements	(2,509)	(1,672)	837
Net Cash Inflow/(Outflow)	(7,587)	(1,517)	6,070
Beginning Cash Balance	4,501	4,501	0
Net Cash Inflow/(Outflow)	(7,587)	(1,517)	6,070
DIP advances	4,500	1,900	(2,600)
Ending Cash Balance	1,414	4,884	3,470

19. Explanations for the key variances in actual receipts and disbursements as compared to the December 6 Forecast are as follows:

- (a) The favourable variance in Total Receipts of approximately \$1.6 million is comprised of the following:
- (i) A favourable permanent variance of approximately \$2.4 million as a result of the collection of pre-filing accounts receivable that had not been included in the December 6 Forecast due to a perceived risk of offset by the account debtors;
 - (ii) An adverse timing variance of approximately \$1.4 million due to a gold payment being delayed, which receipt has now been collected;
 - (iii) A favourable permanent price variance of approximately \$0.1 million;
 - (iv) A favourable permanent exchange rate variance of approximately \$0.3 million; and

- (v) A favourable permanent volume variance of approximately \$0.2 million in sales of slag, a by-product of the smelting process;
- (b) The favourable variance in Mine, Mill, and Site Costs of approximately \$3.1 million is comprised of the following:
 - (i) A favourable variance of approximately \$1.0 million that is a combination of lower than forecast payroll costs as a result of an increased number of vacant mine site positions, offset by higher resultant contractor costs, which are paid on a different cycle to payroll thus creating positive timing variances;
 - (ii) A favourable variance of approximately \$0.8 million in supplier deposits needed to secure supply of goods and services immediately following the commencement of the CCAA Proceedings; and
 - (iii) A favourable timing variance of approximately \$1.3 million arising from the granting of trade terms by suppliers which had not been assumed in the December 6 Forecast;
- (c) The favourable variance in Regional Exploration of approximately \$0.3 million is a timing variance expected to reverse in future periods; and
- (d) The favourable variance in Restructuring Disbursements of approximately \$0.8 million is believed to be a combination of timing variances due to delays in invoicing and a permanent variance as certain DIP Lender fees that were provided for in the December 6 Forecast were paid directly by the DIP Lender.

THE JANUARY 19 FORECAST

20. The January 19 Forecast is attached hereto as **Appendix A**. The January 19 Forecast shows a net cash outflow of approximately \$9.4 million, excluding interim financing, in the period January 15 to April 1, 2022. The January 19 Forecast is summarized below:

	Forecast
	\$000
Receipts	22,344
Disbursements:	
Mine, mill and site costs	(24,787)
Corporate G&A	(961)
Leases	(1,448)
Capital development	(883)
Regional exploration	(433)
Restructuring disbursements	(3,209)
Net Cash Inflow/(Outflow)	(9,377)
Beginning Cash Balance	4,884
Net Cash Inflow/(Outflow)	(9,377)
DIP advances	5,500
Ending Cash Balance	1,007

21. There are no material changes in key assumptions underlying the January 19 Forecast as compared to the December 6 Forecast. The January 19 Forecast assumes status quo operations throughout the projection period.
22. As discussed below, the SARSA provides for funding to complete the CCAA Proceedings in the event that the 833 Transaction closes, such that there will be sufficient funds to conclude these CCAA Proceedings and administer the wind-up of ResidualCo. 1 and ResidualCo. 2.

THE RESULTS OF THE SISP

23. Capitalized terms in this section of this Report not otherwise defined have the meanings ascribed to them in the SISP Procedures, a copy of which is attached hereto as **Appendix B**.

EVENTS TO THE BID DEADLINE

24. As described in Bouchier Initial Affidavit, an extensive marketing process had been undertaken prior to the commencement of the CCAA Proceedings as part of the Applicant's strategic review process, which ultimately led to the execution of the Stalking Horse Bid. The key aspects of that marketing process are summarized as follows:

- (a) The Applicant and FTI assembled a list of 241 potential buyers and investors in sixteen different countries (the “**Prospective Bidders**”);
 - (b) The Applicant and FTI prepared and sent a “teaser” to all Prospective Bidders on or about July 6, 2021 and to an additional 5 interested parties that contacted the Applicant or FTI about the opportunity;
 - (c) A deadline of August 13, 2021, was set as the date for the submission of nonbinding expressions of interest (the “**NBIO Bid Deadline**”);
 - (d) In total, 31 interested parties executed confidentiality agreements, or had already executed confidentiality agreements earlier in the strategic review process, and 28 of these interested parties accessed a virtual data room in order to perform their due diligence;
 - (e) Four non-binding expressions of interest were received by the NBIO Bid Deadline;
 - (f) A deadline of September 23, 2021 was set for the submission of binding offers (the “**Binding Offer Deadline**”); and
 - (g) In the weeks following the NBIO Bid Deadline, Harte Gold and FTI engaged in discussions with interested parties with the objective of securing a binding bid which would maximize the value of the Applicant’s assets. However, no binding offers were received by the Binding Offer Deadline.
25. On or around December 8, 2021, the Monitor contacted Known Potential Bidders to inform them of the potential opportunity and that the granting of the SISP Order was being sought.
26. Following issuance of the SISP Order and in accordance with the SISP Procedures:

- (a) The Monitor provided the Solicitation Notice to 44 Known Potential Bidders other than 833 and the Appian Parties. In addition, the Solicitation Notice was provided to two additional parties that were not Known Potential Bidders who contacted the Monitor regarding the SISP (together with the Known Potential Bidders, the “**Potential Interested Parties**”);
 - (b) The SISP Order and the SISP Procedures were posted on the Monitor’s Website on December 20, 2021;
 - (c) The Applicant issued the SISP Press Release on December 20, 2021.
27. None of the Potential Interested Parties signed an NDA or requested access to the Data Room.
28. 41 of the Potential Interested Parties confirmed prior to the Bid Deadline that they would not be submitting a Bid.
29. The Bid Deadline was 5:00 p.m Eastern Time on January 14, 2022.
30. On January 14, 2022, a Bid (the “**Appian Bid**”) was sent by email to the Monitor by counsel to ANR Investments 2 B.V. (“**ANR**”), one of the Appian Parties. The Appian Bid was received by the Monitor shortly after the Bid Deadline of 5:00 p.m. Eastern Time, but had been sent by the counsel to the Appian Parties shortly before the Bid Deadline and was accepted as being timely received as permitted by the SISP. A copy of the Appian Bid is attached hereto as **Appendix C**.

EVENTS SUBSEQUENT TO THE BID DEADLINE

31. Pursuant to paragraph 19 of the SISP Procedures, the Appian Bid was reviewed and assessed by Harte Gold, in consultation with the Monitor, and it was determined that:
- (a) The Appian Bid complied in all material respects with the requirements of paragraph 18 of the SISP Procedures, including that the Appian Bid was a Superior Offer;

- (b) If there was any uncertainty as to whether the Appian Bid complied with any of the requirements of paragraph 18 of the SISP Procedures, it was appropriate in the circumstances to waive strict compliance with any such requirements pursuant to paragraph 20 of the SISP Procedures; and
 - (c) That the Appian Bid was a Qualified Bid.
32. On January 17, 2022, the Monitor, on behalf of the Applicant, notified the Stalking Horse Bidder and ANR (the “**Auction Notice**”) that:
- (a) The Applicant, in consultation with the Monitor, had determined that the Appian Bid was a Qualified Bid;
 - (b) Pursuant to paragraph 22 of the SISP Procedures, an Auction would be conducted to determine the Successful Bid;
 - (c) The Auction would be held by videoconference via Microsoft Teams and would commence at 9:00 a.m. Eastern Time on Wednesday January 19, 2022; and
 - (d) The Appian Bid would be the Opening Bid at the Auction.
33. In accordance with paragraph 23 of the SISP Procedures, a copy of the Opening Bid for the Auction was included in the Auction Notice.
34. In addition, pursuant to paragraph 16 of the SISP Procedures, the secured creditors were notified that, as all secured indebtedness of the Applicant was proposed to be paid or otherwise satisfied in full by a Qualified Bidder, any communication between secured creditors and their respective affiliates and their legal and financial advisors, must be made in the presence of the Monitor.
35. Following receipt of the Auction Notice, the Applicant and the Monitor were informed by 833 and the Appian Parties that 833 and the Appian Parties:

- (a) Had been in discussions with a view to settling matters between them prior to the Bid Deadline, including certain disputes among them pertaining to Appian's royalty agreements and other interests in the Applicant; and
 - (b) While an agreement in principle had been reached prior to the Bid Deadline, the parties had not been able to execute a binding agreement before the Bid Deadline.
36. Consequently, 833 and the Appian Parties requested that:
- (a) The Auction Date be postponed to January 20, 2022; and
 - (b) The Applicant and Monitor allow 833 and the Appian Parties to continue their discussions without the presence of the Monitor, which would otherwise be required pursuant paragraph 16 of the SISP.
37. Furthermore, in making that request, counsel to 833 informed the Monitor that if 833 and the Appian Parties could not continue their discussions without the presence of the Monitor, 833 would not attend at the Auction or submit any further Bid.
38. The requests of 833 and the Appian Parties were carefully considered by the Applicant and the Monitor. Ultimately, it was determined that in the circumstances, it was reasonable and appropriate to grant the requests made by 833 and the Appian Parties.
39. 833 and the Appian Parties continued their discussions and subsequently informed the Applicant and the Monitor that they had executed an agreement, subject to 833 being declared the Successful Bidder in the SISP, and that both 833 (the primary first-lien lender, DIP Lender and Stalking Horse Bidder) and the Appian Parties (the second-lien lender and Qualified Bidder) supported the Stalking Horse Bid being declared the Successful Bidder.

40. The Applicant and the Monitor informed 833 and the Appian Parties that the Stalking Horse Bid would not be the Successful Bid as the Appian Bid was a Superior Offer, including because it assumed the Applicant's head office lease which was an Excluded Contract under the Stalking Horse Bid.
41. 833 was therefore asked to participate in the Auction or otherwise submit an Overbid but again informed the Applicant and the Monitor that it would not participate in the Auction or otherwise submit an Overbid.
42. 833 and the Appian Parties were informed that the only basis on which the Applicant and the Monitor would be prepared to consider the request to declare 833 to be the Successful Bidder was if 833 submitted a Bid on terms that were equivalent in all material respects to the Appian Bid, which would require the following amendments to the Stalking Horse Bid (the "**833 Improvements**"):
 - (a) The lease for the Applicant's head office being designated as a Retained Contract;
 - (b) The definition of "Assumed Liabilities" being amended to include all amounts owed by the Applicant in respect of good and services supplied during the CCAA Proceedings, other than the amounts secured by the Administration Charge;
 - (c) The definition of "Trade Amounts" being amended to clarify that it was referencing pre-filing amounts;
 - (d) Any amounts payable to the Appian Parties (including under any Appian royalty) being excluded from the calculation of the Cure Costs and Trade Amounts Cap; and
 - (e) The Cash Deposit being increased by an amount equal to 5% of the Appian Indebtedness.

43. In addition, the Appian Parties were informed that they would need to agree and confirm that (the “**Appian Requirements**”):
- (a) If 833 submitted a Bid with the 833 Improvements and was declared to be the Successful Bidder, then the Appian Bid would serve as the Back-Up Bid and that the Deposit of \$6,115,000 delivered in connection with the Appian Bid would be held pursuant to and in accordance with the SISP Procedures;
 - (b) The Appian Parties would not oppose the Court-ordered release contemplated by the Stalking Horse Bid and the Appian Bid; and
 - (c) The Appian Parties would provide the contractual release contemplated by the Appian Bid.
44. On January 19, 2022, 833 delivered a letter to the Applicant and the Monitor (the “**833 January 19 Letter**”) a copy of which, without Schedule A, is attached hereto as **Appendix D**. The 833 January 19 Letter stated:

“This letter serves to irrevocably confirm that: (i) 1000025833 Ontario Inc. and Silver Lake Resources Limited (collectively, “Silver Lake”) have reached a resolution with AHG (Jersey) Limited (together with its affiliates, “Appian”) with respect to certain disputes between them pertaining to Appian’s secured claims and other interests in Harte pursuant to a settlement agreement between Silver Lake and Appian, a copy of which is attached as Schedule “A” hereto, and that Appian has agreed to support Silver Lake’s acquisition of Harte upon the terms and conditions of the Second A&R Subscription Agreement (as defined below); and (ii) Silver Lake will not participate in any Auction.

This letter is to request that, in light of the foregoing, Harte and the Monitor agree not to conduct the Auction and instead that Harte and Silver Lake enter into a Second Amended and Restated Subscription Agreement substantially in the form of the Amended and Restated Subscription Agreement between them dated December 15, 2021 (the “A&R Subscription Agreement”), with the following amendments (all of which Silver Lake agrees to in consideration of Harte and the Monitor agreeing not to conduct the Auction):

[...]”

45. The amendments described in the 833 January 19 Letter were the 833 Improvements.
46. Also on January 19, 2022, the Appian Parties delivered a letter to the Applicant and the Monitor (the “**Appian January 19 Letter**”) a copy of which, without Schedule A, is attached hereto as **Appendix E**. The Appian January 19 Letter stated:

“This letter serves to irrevocably confirm that: (i) ANR Investments 2 B.V. (together with its affiliates, including AHG (Jersey) Limited, “Appian”) has reached a resolution with 1000025833 Ontario Inc. and Silver Lake Resources Limited (collectively, “Silver Lake”) with respect to certain disputes between them pertaining to Appian’s secured claims and other interests in Harte pursuant to a settlement agreement between Appian and Silver Lake, a copy of which is attached as Schedule “A” hereto, and that Appian has agreed to support Silver Lake’s acquisition of Harte upon the terms and conditions of the Second A&R Subscription Agreement (as defined below); and (ii) Appian will not participate in any Auction.

This letter is to request that, in light of the foregoing, Harte and the Monitor agree not to conduct the Auction and instead that Harte and Silver Lake enter into a Second Amended and Restated Subscription Agreement (the “Second A&R Subscription Agreement”) substantially in the form of the Amended and Restated Subscription Agreement between them dated December 15, 2021, with the amendments described in the letter from Silver Lake to Harte and the Monitor in the form attached hereto as Schedule “B” (the “Silver Lake Letter”).”

47. The Appian January 19 Letter also stated that in consideration of the Applicant and the Monitor agreeing to the request contained therein, the Appian Parties agreed and confirmed the Appian Requirements.
48. The Applicant and the Monitor considered the 833 January 19 Letter and the Appian January 19 Letter (together, the “**January 19 Letters**”) and concluded *inter alia*:
 - (a) The Stalking Horse Bid with the 833 Improvements (the “**Revised 833 Bid**”) would be equivalent in all material respects to the Appian Bid;
 - (b) Neither Auction Bidder would attend the Auction if it was held;
 - (c) There was no prospect of obtaining any higher or better offer;
 - (d) If the Appian Bid was declared to be the Successful Bid, the Applicant would be faced with trying to obtain Court approval of a transaction that was not supported by the DIP Lender, the first-lien lender, the second-lien lender or either Qualified Bidder. Furthermore, it would be likely that 833 and the Appian Parties would themselves seek approval of the Revised 833 Bid;
 - (e) Significant costs and potential disruption to the business would result from declaring the Appian Bid to be the Successful Bid in light of the foregoing; and

- (f) Declaring the Revised 833 Bid to be the Successful Bid would minimize costs and disruption and would enable Closing to occur quickly, all for the benefit of the Applicant's creditors and other stakeholders and, as no higher or better Bid would be available, there would be no prejudice to any creditor in doing so.
49. Accordingly, it was determined by the Applicant, in consultation with the Monitor, that, it would be reasonable, justified and appropriate in the circumstances to amend the SISP Procedures pursuant to paragraph 33 thereof to cancel the Auction and declare the Revised 833 Bid to be the Successful Bid and the Appian Bid to be the Back-Up Bid, all subject to a further amended and restated subscription agreement incorporating the 833 Amendments being executed by 833.
50. On January 20, 2022, the SARSA was executed by the parties and was declared to be the Successful Bid, and the Appian Bid was declared to be the Back-Up Bid.

REQUEST FOR ARVO

51. As noted above, the SARSA has been declared to be the Successful Bid in accordance with the SISP Procedures. Accordingly, the Applicant now seeks the issuance of the ARVO.

THE SARSA

52. Capitalized terms in this section of this Report not otherwise defined have the meanings ascribed to them in the SARSA, a copy of which is attached hereto as **Appendix F**. A "redline" comparing the SARSA to the Stalking Horse Bid is attached hereto as **Appendix G**. A summary of the SARSA follows. Reference should be made directly to the SARSA for a complete understanding of its terms.

53. The Investor under the SARSA is 833, a wholly-owned indirect subsidiary of Silver Lake, a public company listed on the Australian Stock Exchange. As described in further detail in the Bouchier Initial Affidavit, 833 acquired all of BNPP's rights and obligations under the BNPP Credit Agreement relating to the BNPP Debt Facilities and thus holds senior secured debt of the Applicant in the approximate amount of US\$65 million. As explained in the Bouchier Initial Affidavit, the gold hedging agreements between BNPP and the Applicant under the BNPP Credit Agreement were not assigned to 833. BNPP also remains the Administrative Agent and the Collateral Agent in respect of the BNPP Credit Agreement.
54. The SARSA is a "credit bid" which contemplates 833 becoming the sole shareholder of the Applicant on closing through a "reverse vesting order" structure. The Subscription Price for the Subscribed Shares to be issued to the Investor on Closing is an amount equal to the aggregate of: (i) the Cash Consideration; (ii) the Credit Bid Consideration; and (iii) the Assumed Liabilities, and the SARSA contemplates the following:
- (a) Payment of cash in an amount required to pay:
- (i) All claims ranking in priority to, or *pari passu* with, the amounts owing to the lenders under the BNPP Credit Agreement (including, for greater certainty, all professional fees, costs and expenses secured by the Administration Charge, but excluding the amounts owing under the DIP Term Sheet); plus
 - (ii) The value of the Appian Indebtedness; plus
 - (iii) The amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo. 1 and ResidualCo. 2 upon completion of the Transactions, as determined by the Monitor, the Company and the Investor each acting reasonably, or as determined by the Court.

- (b) Issuance by Silver Lake of Silver Lake Shares in the name of the Applicant no later than five days after the Determination Date in a number equal to the amount of the Appian Indebtedness, divided by the VWAP of the Silver Lake Shares for the five trading days prior to the Determination Date (the “**Share Deposit**”), with such Silver Lake Shares to be held in escrow by the Monitor (or its designee) and sold for and on behalf of the Applicant by no later than three days prior to the Target Closing Date to generate Share Proceeds;
- (c) If the Share Proceeds from the sale of the entire Share Deposit are not sufficient to pay the Appian Indebtedness in full, the Investor shall pay to the Monitor as a deposit for the payment of the Subscription Price, a cash amount equal to the difference between the Share Proceeds and the amount of the Appian Indebtedness (the “**Shortfall Deposit**”), such Shortfall Deposit to be paid on or prior to the Closing Date. To the extent that the amount of the Share Proceeds is greater than the amount of the Appian Indebtedness, any such excess shall be released to the Guarantor in accordance with the Closing Sequence;
- (d) The First Cash Deposit of \$100,000 (which has been delivered to the Monitor) and the Second Cash Deposit of US\$1,693,658.72, which represents approximately 5% of the Appian Indebtedness and will be funded from the Share Proceeds;
- (e) The Investor causing the release of the obligations of the Applicant under the BNPP Credit Agreement and the DIP Term Sheet at Closing; and
- (f) The Applicant retaining the Assumed Liabilities, which includes:
 - (i) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing;

- (ii) Cure Costs in relation to Retained Contracts and Pre-Filing Trade Amounts, up to a maximum aggregate amount of \$10,000,000 for such Cure Costs and such Pre-Filing Trade Amounts (the “**Cure Costs and Pre-Filing Trade Amount Cap**”), which shall exclude royalties payable under the Appian Royalty Agreements and any other amounts payable to the Appian Parties;
 - (iii) The Excluded Liability Promissory Note; and
 - (iv) all Post-Filing Trade Amounts which, for greater certainty, shall not be subject to the Cure Costs and Pre-Filing Trade Amount Cap.
55. Pursuant to the SARSA, all contracts and agreements of the Applicant will be retained other than the Excluded Contracts. Excluded Contracts include all financing agreements other than the BNPP Credit Agreement, any and all employment agreements with terminated employees, engagement agreements of professional advisors and investment bankers, and all subscription agreements.
56. Excluded Liabilities under the SARSA consist of all liabilities relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including:
- (a) Liabilities relating to Retained Contracts, prior to the commencement of the CCAA Proceedings, which are not royalties, Cure Costs or otherwise Trade Amounts payable under the Retained Contracts (where such royalties, Cure Costs or Pre-Filing Trade Amounts shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap of \$10 million);
 - (b) Liabilities relating to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Applicant relating to or arising from any circumstance existing at or before the Closing Date (excluding, solely, any regulatory or environmental liabilities owed to any Governmental Authority);

- (c) Liabilities relating to the Appian Facility Agreement; and
 - (d) All liabilities relating to the Financing Agreement dated July 13, 2020 between ANR Investments 2 B.V. and the Applicant.
57. The SARSA does not provide for any “break-fee” or similar fee, nor does it contemplate any expense reimbursement beyond the expenses recoverable by 833 Ontario in its capacity as lender under the BNPP Credit Agreement, in accordance with the terms thereof.
58. The Investor’s obligations under the SARSA are guaranteed by Silver Lake.
59. The Applicant will retain the Retained Assets and Assumed Liabilities. On Closing, the Excluded Assets and the Excluded Contracts will be transferred to ResidualCo. 1 and the Excluded Liabilities will be transferred to ResidualCo. 2 pursuant to the Approval and Reverse Vesting Order.
60. The Closing will take place in accordance with the Closing Sequence, including by the Applicant issuing the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note to ResidualCo. 1 and ResidualCo. 2, respectively, and the amounts owing under such notes being satisfied using the Cash Consideration in accordance with the Closing Sequence, although the Monitor shall continue to hold the amounts payable to ResidualCo. 1 and ResidualCo. 2 on behalf of those entities. The Investor, with the prior consent of the Applicant and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Applicant and/or its applicable stakeholders will benefit from as part of the Transactions.
61. The SARSA contains typical representations and warranties for a transaction of this nature.
62. The Target Closing Date is February 18, 2022, or such other date as the Applicant, with the consent of the Monitor and the DIP Lender, and the Investor may agree.

63. The obligation of the Applicant to complete the transactions contemplated by the SARSA is subject to the satisfaction or waiver of the following conditions:
- (a) The Approval and Reverse Vesting Order shall have been issued by the Court and shall not have been vacated, set aside or stayed, and at least two clear Business Days shall have elapsed since the Approval and Reverse Vesting Order was issued by the Court;
 - (b) The Investor and the Guarantor shall have executed and delivered or caused to have been executed and delivered to the Applicant (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3 of the SARSA;
 - (c) During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of:
 - (i) Making any of the Transactions contemplated by the SARSA illegal; or
 - (ii) Otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by the SARSA;
 - (d) Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by the SARSA, each of the representations and warranties of the Investor and the Guarantor shall be true and correct in all material respects:
 - (i) As of the Closing Date as if made on and as of such date; or
 - (ii) If made as of another date specified, as of such date; and

- (e) The Investor and the Guarantor shall have performed in all material respects all covenants, obligations and agreements contained in the SARSA required to be performed by the Investor on or before the Closing.
64. The obligation of the Investor to complete the transactions contemplated by the SARSA is subject to the satisfaction or waiver of the following conditions:
- (a) The SISP Order and the Approval and Reverse Vesting Order shall have been issued by the Court and shall not have been vacated, set aside or stayed, and at least two clear Business Days shall have elapsed since the Approval and Reverse Vesting Order was issued by the Court and become a Final Order;
 - (b) The Applicant shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4 of the SARSA;
 - (c) During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of:
 - (i) Making any of the Transactions contemplated by the SARSA illegal; or
 - (ii) Otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by the SARSA;
 - (d) Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by the SARSA, each of the representations and warranties of the Applicant shall be true and correct in all material respects:
 - (i) As of the Closing Date as if made on and as of such date; or
 - (ii) If made as of another date specified, as of such date;

- (e) The Applicant shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in the SARSA required to be performed by the Applicant on or before the Closing; and
- (f) The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo. 2.

65. The SARSA may be terminated on or prior to the Closing Date:

- (a) By the mutual agreement of the Applicant, with the prior consent of the Monitor, and the Investor;
- (b) By the Investor, on the one hand, or the Applicant, on the other hand, upon notice to the other Party if the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate the SARSA;

- (c) By the Investor or the Applicant at any time following the Outside Date¹, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of the SARSA by the Party proposing to terminate the SARSA;

- (d) By the Applicant if there has been a material violation or breach by the Investor or the Guarantor of any agreement, covenant, representation or warranty of the Investor in the SARSA which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2 by the Outside Date and such violation or breach has not been waived by the Applicant or cured by the Investor or the Guarantor within five Business Days of the Applicant providing notice to the Investor or the Guarantor of such breach, unless the Applicant is itself in material breach of its own obligations under the SARSA at such time;
or

- (e) By the Investor, if there has been a material violation or breach by the Applicant of any agreement, covenant, representation or warranty of the Applicant in the SARSA which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1 by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Applicant within five Business Days of the Investor providing notice to the Applicant of such breach, unless the Investor is itself in material breach of its own obligations under the SARSA at such time.

¹ March 31, 2022

66. If the SARSA is terminated by the Applicant pursuant to Section 8.1(a)(v) (material breach) the Cash Deposit shall become the property of, and shall be transferred to, the Applicant as liquidated damages (and not as a penalty) to compensate the Applicant for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions. If the Closing does not occur for any reason and the SARSA is terminated other than it having been terminated by the Applicant pursuant to Section 8.1(a)(v), the Cash Deposit will be forthwith refunded in full to the Investor without interest, offset or deduction.
67. If the Closing does not occur for any reason or the Agreement is terminated, any remaining portion of the Share Deposit shall be sold pursuant to the Escrow Agreement and thereafter the Share Proceeds (but excluding the Second Cash Deposit Proceeds, which will be dealt with as described in the preceding paragraph) will be forthwith returned to the Guarantor without interest, offset or deduction, except that the Company shall be authorized to withhold or otherwise offset or deduct any Tax Liability which may be applicable in connection with the sale of the Share Deposit in accordance with the Escrow Agreement or the return of the Share Deposit and/or Share Proceeds by the Company to the Guarantor, and the Guarantor hereby agrees to fully indemnify the Company in connection with any such Tax Liability.

THE MONITOR'S COMMENTS AND RECOMMENDATION

68. Section 36(1) of the CCAA states:

“36(1) **Restriction on disposition of business assets** - A debtor company in respect of which an order has been made under this Act may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.”

69. Section 36(3) of the CCAA states:

“(3) **Factors to be considered** - In deciding whether to grant the authorization, the court is to consider, among other things,

(a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

(b) whether the monitor approved the process leading to the proposed sale or disposition;

(c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;

(d) the extent to which the creditors were consulted;

(e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

(f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.”

70. As described earlier in this Report, the SARSA does not provide for a sale of assets but, rather, it provides for a “reverse vesting transaction” pursuant to which 833 will become the sole shareholder in the Applicant and the Excluded Assets, Excluded Contracts and Excluded Liabilities will be vested out. The reverse vesting transaction structure is a structure that has been developed to enable, or more efficiently, execute transactions that might otherwise be effected through other means, including a sale of assets. Accordingly, the Monitor is of the view that in considering whether the SARSA should be approved and the ARVO granted, it would be appropriate to consider:

(a) The factors outlined in section 36(3) of the CCAA, with such amendments as appropriate for the context of a reverse vesting transaction; and

- (b) Whether a reverse vesting order is appropriate in the circumstances rather than an asset vesting order (an “AVO”).

Reasonableness of the Process Leading to the Proposed Sale

- 71. Between the pre-filing strategic review process and the SISP, the business and assets of the Applicant have been extensively marketed on a global basis.
- 72. The SISP was approved by the Court pursuant to the SISP Order and has been implemented in accordance with the SISP Procedures.
- 73. The SISP Procedures provide the discretion for the Applicant, with the consent of the Monitor, to amend the SISP. As described earlier in this Report, such discretion was exercised in accordance with the SISP Procedures in order to declare the SARSA to be the Successful Bid and the Appian Bid as the Back-Up Bid without the Auction. In providing its consent, the Monitor considered that the exercise of such discretion was reasonable, justified and appropriate in the circumstances for the reasons described earlier in this Report.
- 74. Accordingly, the Monitor is satisfied that the process leading to the proposed transaction was reasonable in the circumstances.

Monitor’s Approval of the Process

- 75. Prior to its appointment as Monitor, FTI was intimately involved at all stages of the strategic review process, including the implementation of the pre-filing marketing process and the negotiation of the original proposed subscription agreement that was executed prior to the commencement of the CCAA Proceedings and that was subsequently replaced by the Stalking Horse Bid and the SARSA.
- 76. Following the commencement of the CCAA Proceedings, the Monitor was involved in the negotiations that resulted in the execution of the Stalking Horse Bid and the SARSA. In addition, the Monitor has overseen the implementation of the SISP and is satisfied that it was carried out in accordance with the SISP Procedures.

77. Furthermore, and as noted earlier in this Report, the Monitor provided its consent to the amendment of the SISP Procedures to cancel the Auction.

Comparison with Sale in Bankruptcy

78. The Monitor has considered whether the completion of the transactions contemplated by the SARSA would be more beneficial to creditors of the Applicant and the Applicant's stakeholders generally than a sale or disposition of the business and assets of the Applicant under a bankruptcy.
79. The options available for sale or disposition of the business and assets of the Applicant are the same regardless of whether such sale or disposition is carried out in the CCAA Proceedings or in a bankruptcy.
80. The SISP has shown that the SARSA is the highest and best offer available for the business and assets of the Applicant. As discussed later in this Report, the Monitor is satisfied that the approval and completion of the transactions contemplated by the SARSA are in the best interests of the creditors of the Applicant and its stakeholders generally.
81. The obtaining of the ARVO is a condition of the SARSA. Given the vesting of the assets in the trustee in the event of a bankruptcy and the statutory effects of a bankruptcy, it would seem that a reverse vesting order would not be obtainable in a bankruptcy.
82. Even if 833 was prepared to proceed on the basis of an AVO, rather than the ARVO, it is the Monitor's view that the process to obtain an AVO and close the transaction would be the same in both the CCAA Proceedings or a bankruptcy and that the costs associated therewith would be essentially the same.

83. Furthermore, a bankruptcy could potentially jeopardize ongoing operations and the permits and licences necessary to maintain such operations. A sale in bankruptcy would delay and possibly jeopardize the approval and closing of the transaction as it would be necessary to first assign the Applicant into bankruptcy or obtain a Bankruptcy Order, convene a meeting of creditors, appoint inspectors and obtain the approval of the inspectors for the transaction prior to seeking an AVO. Additional costs would also be incurred in undertaking those steps.
84. Accordingly, it is the Monitor's view that a sale or disposition of the business and assets of the Applicant in a bankruptcy would very likely result in a lower recovery for stakeholders and would not be more beneficial than the closing of the transaction in the CCAA Proceedings.

Consultation with Creditors

85. The major creditors of the Applicant are BNPP, 833 and the Appian Parties. BNPP has potential claims of approximately \$28 million in respect of its hedge agreements. 833 has claims of approximately \$95 million in respect of the DIP Facility and the first lien credit facilities it acquired from BNPP. The Appian Parties have claims of approximately US\$34 million in respect of amounts owing under the Appian Facility and additional potential claims in respect of the obligations under royalty and offtake agreements.
86. BNPP was consulted throughout the strategic review process and has executed a support agreement with 833. In addition, as previously described, 833 and the Appian Parties have been extensively involved in the SISP.
87. The Monitor is of the view that the degree of creditor consultation has been appropriate in the circumstances. The Monitor does not consider that any material change in the outcome of efforts to sell the business and assets of the Applicant would have resulted from additional creditor consultation.

The Effect of the Proposed Sale on Creditors and Other Interested Parties

88. The Monitor is of the view that the 833 Transaction affords the following benefits to the creditors and to stakeholders generally as it provides for:
- (a) The retention and payment in full of the claims of almost all creditors of the Applicant;
 - (b) Continued employment for all except four of the Applicant's employees;
 - (c) Ongoing business opportunities for suppliers of goods and services to the Sugar Zone Mine; and
 - (d) The continuation of the existing Impact Benefits Agreement dated April 2018 between the Applicant and Netmizaaggamig Nishnaabeg First Nation.

Fairness of Consideration

89. The business and assets of the Applicant have been extensively marketed both prior to and during the CCAA Proceedings. At the conclusion of the SISP, two Bids were available, which were equivalent in all material respects and represented the highest and best offers received. For the reasons set out earlier in this Report, the SARSA was determined to be the Successful Bid.
90. Furthermore, the Monitor is satisfied that the closing of the 833 Transaction will provide a vastly superior recovery for creditors than would a liquidation of the assets of the Applicant.
91. Accordingly, the Monitor is of the view that the consideration under the SARSA is fair and reasonable in the circumstances.

Appropriateness of ARVO vs. AVO

92. The Applicant has twelve material permits and licenses that are required to maintain its mining operations, twenty-four active work permits and licenses that allow the performance of exploration work on various parts of the Sugar Zone property and a number of other forest resource licenses and fire Permits (collectively, the “**Permits and Licenses**”).
93. Under a traditional asset sale transaction structure, some of these Permits and Licenses may be difficult to transfer to a third-party purchaser and, to the extent that such transfer would be possible, the steps required to effect such transfer would likely result in additional delays and costs.
94. The reverse vesting structure will enable the transaction to be completed efficiently and expeditiously, without exposure to risks, costs and delays of having to seek the transfer of the Permits and Licenses.
95. As shown on Schedule K to the SARSA, the Applicant holds some 513 mineral tenures, consisting of three freehold properties, seven leasehold properties, 468 mineral claims and 35 additional tenures. The reverse vesting structure avoids the need to amend the various registrations filed in respect thereof in order to reflect a new owner, which could cause significant additional cost if the 833 Transaction was to proceed through a traditional vesting order.
96. In addition, the Applicant has a significant number of contracts that will be Retained Contracts under the SARSA. Again, the “reverse vesting” structure will avoid potential significant delays and costs associated with having to seek the consent to assignment from contract counter-parties or, if such consents could not be obtained, orders assigning such contracts pursuant to section 11.3 of the CCAA. The Monitor notes that, pursuant to the SARSA and the ARVO, 833 will be required to pay applicable Cure Costs in respect of Retained Contracts determined in substantially the same manner as contemplated by section 11.3(4) of the CCAA if a contract was assigned by Court order.

97. Furthermore, while there is a very limited number of creditors whose claims will be Excluded Liabilities under the SARSA and who will therefore receive no recovery, there is no apparent prejudice to those creditors as their claims would not have been assumed and there would have been no recovery for them had the transaction been structured as a traditional asset sale.
98. Accordingly, the Monitor is of the view that, with respect to the 833 Transaction, there are significant benefits to the reverse vesting structure as compared to a traditional asset sale structure and that the reverse vesting structure is reasonable, justified and appropriate in the circumstances.

Monitor's Recommendation

99. In summary, in the view of the Monitor:
- (a) The process leading to the proposed transaction was reasonable in the circumstances;
 - (b) The SARSA provides a vastly superior recovery for creditors than would a liquidation of the assets of the Applicant, other than for the very limited number of creditors with claims which are Excluded Liabilities. Creditors with claims that are Excluded Liabilities will have no recovery under the 833 Transaction, but also have no prospect of recovery under any other alternative.
 - (c) The consideration under the SARSA is fair and reasonable in the circumstances;
 - (d) The completion of the 833 Transaction pursuant to the SARSA is in the best interests generally of the creditors of the Applicant and its other stakeholders; and
 - (e) With respect to the 833 Transaction, there are significant benefits to the reverse vesting structure as compared to a traditional asset sale structure and that the reverse vesting structure is reasonable, justified and appropriate in the circumstances.

100. The Monitor therefore respectfully recommends that this Honourable Court grant the Applicant's request for the ARVO.

REQUEST FOR EXPANDED MONITOR'S POWERS ORDER

101. ResidualCo. 1 and ResidualCo. 2 have been established as an integral part of the 833 Transaction. Paragraph 16 of the ARVO, if granted, provides that ResidualCo.1 and ResidualCo.2 will be added as applicants in the CCAA Proceedings.

102. ResidualCo.1 and ResidualCo.2 are, or prior to the Approval Hearing, will become, wholly-owned subsidiaries of the Applicant, incorporated for the purpose of implementing the 833 Transaction. ResidualCo.1 and ResidualCo.2 will not have boards of directors and will therefore have no controlling mind to undertake the steps necessary to complete the 833 Transaction, be assigned into bankruptcy or complete the CCAA Proceedings. Accordingly, the Applicant seeks the Expanded Monitor Powers Order in connection with the 833 Transaction.

103. The proposed expanded powers to be granted to the Monitor in respect of ResidualCo. 1 and ResidualCo. 2 are set out in paragraph 3 of the proposed Expanded Monitor Powers Order (the "**Expanded Powers**") and include, among other things, the ability for the Monitor to:

- (a) Cause ResidualCo 1. And ResidualCo. 2 to take any and all actions and steps, and execute all agreements, documents and writings contemplated to be taken or executed by ResidualCo. 1 or ResidualCo. 2 pursuant to or in connection with the SARSA or the transactions contemplated thereby, or as otherwise may be considered necessary or desirable in connection therewith, or any Order of the Court;
- (b) Exercise any powers which may be properly exercised by any board of directors;

- (c) Open one or more new bank accounts on behalf ResidualCo. 1 and ResidualCo. 2;
 - (d) Cause ResidualCo. 1 and ResidualCo. 2 to perform such functions as the Monitor considers necessary or desirable to facilitate their winding-down and the distribution of their property; and
 - (e) Assign ResidualCo. 1 and ResidualCo. 2 into bankruptcy.
104. The Expanded Powers are necessary to complete the 833 Transaction, the CCAA Proceedings and the administration of ResidualCo. 1 and ResidualCo. 2. In the view of the Monitor, the Expanded Powers are reasonable, justified and appropriate. Accordingly, the Monitor respectfully recommends that this Honourable Court grant the Applicant's request for the Expanded Monitor Powers Order.

REQUEST FOR EXTENSION OF THE STAY PERIOD

105. The Stay Period currently expires on January 31, 2022. Additional time is required for the Applicant to complete the transactions contemplated by the SARSA, if approved by the Court, or to determine the appropriate next steps if the Court declines to approve the SARSA. An extension of the Stay Period is necessary to provide the stability required during that time. Accordingly, the Applicant now seeks an extension of the Stay Period to March 29, 2022.
106. The SARSA provides for funding to complete the CCAA Proceedings in the event that the 833 Transaction closes. The January 19 Forecast demonstrates that the Applicant will have sufficient liquidity to fund the CCAA Proceedings during the requested extension of the Stay Period if the 833 Transaction does not close.
107. Based on the information currently available, the Monitor believes that circumstances exist that make the proposed extension of the Stay Period appropriate and that creditors of the Applicant would not be materially prejudiced by the proposed extension of the Stay Period.

108. The Monitor also believes that the Applicant has acted, and is acting, in good faith and with due diligence.
109. The Monitor therefore respectfully recommends that this Honourable Court grant the Applicant's request for an extension of the Stay Period to March 29, 2022.

The Monitor respectfully submits to the Court this, its Second Report.

Dated this 24th day of January, 2022.

FTI Consulting Canada Inc.
In its capacity as Monitor of
Harte Gold Corp.



Nigel D. Meakin
Senior Managing Director



Jeff Rosenberg
Senior Managing Director

Appendix A

The January 19 Forecast

Harte Gold Corporation
CCAA CFF

In thousands SCAD

Cash Flows	[1]													
Periodicity		1	2	3	4	5	6	7	8	9	10	11	Total	
Forecast Week Ending		1/21/2022	1/28/2022	2/4/2022	2/11/2022	2/18/2022	2/25/2022	3/4/2022	3/11/2022	3/18/2022	3/25/2022	4/1/2022	4/1/2022	
Total Receipts	[2]	1,015	2,589	2,495	3,288	961	1,296	2,849	2,910	1,532	1,385	2,023	22,344	
Operating Costs	[3]													
Mine, Mill and Site Costs		(1,987)	(3,600)	(1,840)	(3,639)	(1,278)	(2,775)	(1,238)	(2,799)	(1,186)	(1,645)	(2,799)	(24,787)	
Corporate G&A		(22)	(150)	(23)	(162)	(24)	(143)	(30)	(166)	(38)	(38)	(166)	(961)	
Leases		(108)	(45)	(100)	(4)	-	(253)	(100)	(4)	-	(153)	(680)	(1,448)	
Total Operating Cash Flows		(1,102)	(1,206)	531	(517)	(341)	(1,876)	1,481	(59)	308	(450)	(1,621)	(4,853)	
Capital Development	[4]	(118)	(118)	(97)	(70)	(39)	(39)	(59)	(86)	(86)	(86)	(86)	(883)	
Regional Exploration	[5]	(126)	(126)	(105)	(75)	-	-	-	-	-	-	-	(433)	
Restructuring Disbursements	[6]	(492)	(475)	(357)	(266)	(300)	(266)	(255)	(255)	(181)	(181)	(181)	(3,209)	
Net Cash Inflows / (Outflows)		(1,838)	(1,925)	(28)	(929)	(680)	(2,181)	1,167	(399)	41	(718)	(1,889)	(9,378)	
Cash														
Beginning Balance		4,884	3,046	1,121	1,994	1,764	3,185	1,004	2,171	1,772	1,812	2,895	4,884	
Net Cash Inflows / (Outflows)		(1,838)	(1,925)	(28)	(929)	(680)	(2,181)	1,167	(399)	41	(718)	(1,889)	(9,378)	
DIP Advances	[7]	-	-	900	700	2,100	-	-	-	-	1,800	-	5,500	
Ending Balance		3,046	1,121	1,994	1,764	3,185	1,004	2,171	1,772	1,812	2,895	1,006	1,006	

Notes

- [1] The purpose of the CFF is to estimate the liquidity requirements of Harte Gold Corp. ("Harte Gold" or the "Company") during the forecast period.
- [2] Forecast Total Receipts are based on management's expectations of periodic shipments of Doré, concentrates and slag and are net of certain offsetting payments, including treatment/refining costs, silver credit, royalties, transport costs and hedge payments. Gold price is estimated at \$1,750/oz and exchange rate is forecast at a rate of CAD \$0.83- USD \$1.00.
- [3] Forecast Operating Costs primarily include site costs based on forecast activity levels and known commitments and corporate G&A based on forecast head office operation costs.
- [4] Forecast Capital Developments costs include costs to upgrade and expand mine production.
- [5] Forecast Regional Exploration costs includes drilling and other costs for exploration purposes.
- [6] Forecast Restructuring Disbursements include legal and financial advisors associated with CCAA proceedings and are based on estimates provided by the advisors.
- [7] Forecast DIP Advances are based on funding requirements and maintaining a minimum \$1 million cash balance throughout the period.

Appendix B

The SISP Procedures

PROCEDURES FOR THE SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

- A. Since May 2021, Harte Gold Corp. ("**Harte Gold**"), with the assistance of, *inter alia*, FTI Consulting Canada Inc. ("**FTI**"), has been conducting a strategic review process (the "**Pre-Filing Strategic Process**") with a view to finding an investor or a purchaser who would allow Harte Gold to pursue its operations as a going concern and maximize value for stakeholders (the "**Opportunity**");
- B. During the Pre-Filing Strategic Process, 1000025833 Ontario Inc. (the "**Stalking Horse Bidder**") expressed interest in the Opportunity, which culminated with the execution on December 6, 2021 of a Subscription Agreement (as amended and restated on December 15, 2021, the "**Stalking Horse Bid**") between Harte Gold and the Stalking Horse Bidder, pursuant to which the Stalking Horse Bidder agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of a sale and investment solicitation process (the "**SISP**") to be undertaken within court-supervised proceedings to be commenced by Harte Gold under the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**"), and (ii) if the Stalking Horse Bidder is determined to be the Successful Bidder (as defined herein), to subscribe for and purchase from Harte Gold, the Subscribed Shares (as defined in the Stalking Horse Bid), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Harte Gold (the "**Stalking Horse Transaction**");
- C. On December 7, 2021 (the "**Filing Date**"), Harte Gold sought and obtained an initial order (as amended, supplemented or amended and restated from time to time, the "**Initial Order**") under the CCAA from the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"), pursuant to which, among other things, FTI was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**");
- D. On December 20, 2021 the CCAA Court granted an order (the "**SISP Order**"), among other things, approving the Stalking Horse Bid and the procedures set out herein (the "**SISP Procedures**");
- E. The purpose of these SISP Procedures is to set out terms and procedures for a transparent, fair and efficient solicitation process to obtain the highest or otherwise best offer for Harte Gold's equity, assets, rights, undertakings and properties (collectively, the "**Property**"); and
- F. Accordingly, these SISP Procedures describe, among other things: (a) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, (b) the manner in which bidders and bids become Qualified Bidders, Qualified Bids, and Auction Bidders, as applicable, (c) the evaluation of bids received, (d) the guidelines for the ultimate selection of the Successful Bid and/or Back-up Bid, and (e) the process for obtaining such approvals (including the approval of the CCAA Court) as may be necessary or appropriate in respect of a Successful Bid.

Defined Terms

1. Capitalized terms used in these SISP Procedures and not otherwise defined have the meanings given to them below:
 - (a) “**Approval Hearing**” is defined in paragraph 2.
 - (b) “**Approval Motion**” is defined in paragraph 25.
 - (c) “**Auction**” is defined in paragraph 22.
 - (d) “**Auction Bidders**” is defined in paragraph 23.
 - (e) “**Auction Date**” is defined in paragraph 2.
 - (f) “**Back-Up Bid**” is defined in paragraph 24(i).
 - (g) “**Back-Up Bidder**” is defined in paragraph 24(i).
 - (h) “**Bid**” is defined in paragraph 18.
 - (i) “**Bid Deadline**” is defined in paragraph 2.
 - (j) “**Business**” means Harte Gold’s business and activities as at Filing Date.
 - (k) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
 - (l) “**CA**” means the *Competition Act*, R.S.C., 1985, c. C-34, as amended.
 - (m) “**CCAA**” is defined in the introduction.
 - (n) “**CCAA Court**” is defined in the introduction.
 - (o) “**CCAA Proceedings**” is defined in the introduction.
 - (p) “**Closing**” means the completion of the transaction contemplated by the Successful Bid.
 - (q) “**Data Room**” is defined in paragraph 11.
 - (r) “**Deposit**” is defined in paragraph 18(h)(x).
 - (s) “**Filing Date**” is defined in the introduction.
 - (t) “**FTI**” is defined in the introduction.
 - (u) “**Harte Gold**” is defined in the introduction.
 - (v) “**ICA**” means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.
 - (w) “**Initial Order**” is defined in the introduction.
 - (x) “**Initial Overbid Amount**” means \$500,000.

- (y) **“Known Potential Bidder”** means any party identified as a potential bidder by Harte Gold, in consultation with the Monitor, whether or not such party participated in the Pre-Filing Strategic Process, and for greater certainty shall include each party that has submitted a bid in the Pre-Filing Strategic Process.
- (z) **“Monitor”** is defined in the introduction.
- (aa) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/harte>.
- (bb) **“NDA”** means a non-disclosure agreement in form and substance satisfactory to Harte Gold, in consultation with the Monitor.
- (cc) **“Opening Bid”** is defined in paragraph 24(b).
- (dd) **“Overbid”** is defined in paragraph 24(e).
- (ee) **“Overbid Amount”** means \$500,000 or such higher amount as Harte Gold, in consultation with the Monitor, may determine in advance of any round of bidding in the Auction to be applicable for that round of the Auction.
- (ff) **“Participation Letter”** is defined in paragraph 7(a).
- (gg) **“Potential Bidder”** is defined in paragraph 4.
- (hh) **“Pre-Filing Strategic Process”** is defined in the introduction.
- (ii) **“Property”** is defined in the introduction.
- (jj) **“Qualified Bid”** is defined in paragraph 18.
- (kk) **“Qualified Bidder”** is defined in paragraph 9.
- (ll) **“Required Acknowledgement”** means the written acknowledgement in the form attached hereto as Schedule “[B]” to be executed by a party wishing to participate in the SISP.
- (mm) **“SISP”** is defined in the introduction.
- (nn) **“SISP Order”** is defined in the introduction.
- (oo) **“SISP Press Release”** means a press release to be issued by Harte Gold substantially in the form attached hereto as Schedule “[C]”.
- (pp) **“SISP Procedures”** is defined in the introduction.
- (qq) **“Solicitation Materials Distribution Date”** is defined in paragraph 2.
- (rr) **“Solicitation Notice”** means a notice describing the opportunity to participate in the SISP.
- (ss) **“Stalking Horse Bid”** is defined in the introduction.
- (tt) **“Stalking Horse Bidder”** is defined in the introduction.
- (uu) **“Stalking Horse Transaction”** is defined in the introduction.

- (vv) **“Subscription Agreement”** means the template subscription agreement, in a form substantially similar to the Stalking Horse Bid, to be placed in the Data Room.
- (ww) **“Successful Bid”** is defined in paragraph 24(i).
- (xx) **“Successful Bidder”** is defined in paragraph 24(i).
- (yy) **“Superior Offer”** means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate of the “Subscription Price” as defined in and contemplated by the Stalking Horse Transaction plus the Initial Overbid Amount, including cash consideration sufficient to pay in cash the Cash Consideration (as defined in the Stalking Horse Bid) and amounts owing to the Stalking Horse Bidder under the BNPP Credit Agreement and under the DIP Term Sheet, and (ii) Harte Gold and the Monitor, each with the assistance of their legal advisors, consider to be better than the Stalking Horse Transaction.

Key Dates

2. The key dates for the SISP are as follows:

DATE	MILESTONE
By no later than 1 day following the issuance by the Court of the SISP Order (“Solicitation Materials Distribution Date”)	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time) (“Bid Deadline”)	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022 (“Auction Date”)	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with paragraph 21 (“Approval Hearing”)	Hearing of the Approval Motion

Supervision of the SISP

3. The Monitor shall supervise Harte Gold's conduct of the SISP as outlined herein. In the event that there is disagreement or clarification is required as to the interpretation or application of this SISP or the responsibilities of the Monitor or Harte Gold hereunder, the CCAA Court will have jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor, Harte Gold or any other interested party with a hearing which shall be scheduled on not less than three (3) Business Days' notice.

Solicitation of Interest

4. For all purposes of this SISP, the following persons shall be considered as potential bidders (each, a "**Potential Bidder**"): (i) the Known Potential Bidders, and (ii) any other party that executes a Required Acknowledgement and is permitted by Harte Gold, with the consent of the Monitor, to participate in the SISP.
5. As soon as reasonably practicable after the granting of the SISP Order:
 - (a) the Monitor will post the SISP Order and the SISP Procedures on the Monitor's Website; and
 - (b) Harte Gold will issue the SISP Press Release with Canada Newswire designating dissemination in Canada and internationally.
6. By no later than the Solicitation Materials Distribution Date, the Monitor, on behalf of Harte Gold, shall distribute the Solicitation Notice and form of Required Acknowledgement to Known Potential Bidders inviting the Known Potential Bidders to submit a bid pursuant to these SISP Procedures.

Participation Requirements

7. Subject to paragraph 8, in order to participate in the SISP, each Potential Bidder must deliver the following information and executed documents to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto:
 - (a) a letter (a "**Participation Letter**") setting forth (i) the identity, the type and the jurisdiction of organization of the Potential Bidder, (ii) the contact information for such Potential Bidder, (iii) full disclosure of the direct and indirect owners and principals of the Potential Bidder, and (iv) such financial disclosure and credit quality support or enhancement that allows Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a transaction pursuant to a Superior Offer;
 - (b) an executed NDA; and
 - (c) a copy of the Required Acknowledgment executed by the Potential Bidder.
8. Harte Gold, with the consent of the Monitor may waive compliance with paragraphs 7(a) and 7(b) of these SISP Procedures for any Potential Bidder that is deemed by Harte Gold, with the consent of the Monitor, to have adequately satisfied the requirements set forth in paragraphs 7(a) and 7(b), as applicable, during the Pre-Filing Strategic Process.

9. A Potential Bidder that has delivered the necessary documents and information in accordance with paragraphs 7 and 8 and that Harte Gold, in its reasonable business judgment, in consultation with the Monitor, determines is likely, based on the availability of financing, experience and other considerations, to be able to submit a Superior Offer by the Bid Deadline will be deemed to be a “**Qualified Bidder**”.
10. Notwithstanding paragraphs 7 to 9, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

Access to Data Room

11. Harte Gold, with the assistance of the Monitor, shall provide each Qualified Bidder with access to a secure online electronic data room (the “**Data Room**”) containing due diligence information.
12. The Monitor shall coordinate all reasonable requests from Qualified Bidders for additional information and due diligence access; provided that the Monitor and Harte Gold may decline to provide (or elect to withdraw access to) due diligence information to any Qualified Bidder (other than the Stalking Horse Bidder) who, at such time and in the reasonable business judgment of Harte Gold, after consultation with the Monitor, has not established (or there is otherwise a reasonable basis to doubt), that such Qualified Bidder intends in good faith to, or has the capacity to, consummate a transaction.
13. Harte Gold also reserves its right, in consultation with the Monitor, to withhold any diligence materials that Harte Gold determines are sensitive or otherwise not appropriate for disclosure to a Qualified Bidder that Harte Gold determines is (or is affiliated with) a competitor or is otherwise an entity to which the disclosure of sensitive or competitive information, in Harte Gold’s exercise of its reasonable business judgment (in consultation with the Monitor), may risk unduly placing Harte Gold at a competitive disadvantage or make it subject to regulatory scrutiny.
14. All due diligence and information requests must be directed to the Monitor at the email addresses specified in **Schedule A** hereto.
15. Harte Gold, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives make no promise, representation, warranty, condition or guarantee of any kind, nature or description as to the information (a) contained in the Data Room, or (b) otherwise made available in connection with this SISP, except, in the case of Harte Gold only, to the extent expressly contemplated in any executed definitive sale or investment agreement with a Successful Bidder.
16. Without limiting the generality of any term or condition of any NDA between Harte Gold and any Potential Bidder or Qualified Bidder, unless otherwise agreed by Harte Gold or ordered by the CCAA Court, no Potential Bidder or Qualified Bidder shall be permitted to have any discussions with (a) any counterparty to any contract with Harte Gold, any current or former director, manager, shareholder, officer, member or employee of Harte Gold, other than in the normal course of business and wholly unrelated to Harte Gold, the potential transaction, the Confidential Information (as defined in the NDA), the SISP or the CCAA Proceedings, and (b) any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, nothing herein shall prohibit secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, from communicating with each other, solely to discuss their secured interests in Harte Gold in their capacities as secured creditors, unless such secured creditors have been advised

by the Company or the Monitor that their secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder, in which case, such communications and discussions from that point on shall be made in the presence of the Monitor. At no time shall such secured creditors be entitled to communicate or discuss with one another or with any other Potential Bidder, Qualified Bidder or Auction Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.

Qualified Bids

17. A Qualified Bidder that wishes to make a bid must deliver their bid to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto so as to be actually received by the Monitor not later than the Bid Deadline.
18. All offers submitted to the Monitor ("**Bids**") for consideration in accordance with paragraph 17, other than the Stalking Horse Bid which is deemed a Qualified Bid, must comply with all of the following requirements (any such complying Bid, a "**Qualified Bid**"):
 - (a) Subscription/Purchase Price: Each Bid must clearly set forth the subscription/purchase price in Canadian dollars, stated on a total enterprise value basis, (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);
 - (b) Executed Subscription Agreement or other Transaction Agreement: Each bid must be made by way of the submission of (a) a Subscription Agreement or (b) or such other form of transaction document as the Qualified Bidder may choose, in each case executed by the Qualified Bidder;
 - (c) Mark-up: Each Bid must include a full mark-up comparison of their executed Subscription Agreement or other form of transaction document against the form of Subscription Agreement (including all schedules and exhibits thereto) included in the Data Room, as well as any proposed forms of Orders to be sought from the CCAA Court.
 - (d) Bid Deadline: Each Bid must be received by the Bid Deadline as set forth herein;
 - (e) Superior Offer: Each Bid must represent a Superior Offer;
 - (f) Capital Structure: Each Bid must include information to enable Harte Gold and the Monitor to review and assess the financing/cash available post-closing to fund the business, and implement post-closing measures and transactions.
 - (g) Irrevocable Offer: Each Bid must be irrevocable until the earlier of (A) the approval by the CCAA Court of a Successful Bid (and the Back-Up Bid) and (B) 45 days following the Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the Closing (or the outside date as set forth therein);
 - (h) Executed Documents: Each Bid must be accompanied by a duly authorized and executed Subscription Agreement or other form of transaction document and an electronic copy of such agreement, as well as duly authorized and executed transaction documents necessary to effectuate the transactions contemplated

thereby;

- (i) Financial Wherewithal: Each Bid must include (A) written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction, and (B) the identification of any person or entity who may provide debt or equity financing for the Bid and any material conditions to be satisfied in connection with such financing;
- (ii) Authorization: Each Bid must include evidence, in form and substance reasonably satisfactory to Harte Gold, in consultation with the Monitor, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Bid;
- (iii) No Other Authorization, Diligence, Financing Conditions: Each Bid must not be conditional upon the following:
 - A. any internal approval(s);
 - B. the outcome of unperformed due diligence by the Qualified Bidder;
or
 - C. obtaining financing;
- (iv) Identity: Each Bid must fully disclose the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (v) Contact Information: Each Bid must contain contact information for any business, financial or legal advisors retained or to be retained in connection with the proposed transaction;
- (vi) Regulatory Approvals: Each Bid must outline any anticipated regulatory and other approvals required to close the transaction, including any approvals under the CA and ICA, and the anticipated time frame and any anticipated impediments for obtaining such approvals and confirms that the Qualified Bidder will make and submit all necessary and applicable regulatory filings and pay all fees associated therewith;
- (vii) Disclaimer of Fees: Each Bid must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation;
- (viii) Treatment of Employees: Each Bid must include full details of the Qualified Bidder's intention towards offering continued employment to Harte Gold's employees and by providing details on the terms and conditions of employment that will be offered to any continuing employees. For greater certainty, each Bid must include the proposed number of employees of Harte Gold who will become employees of the bidder or remain employees of the Business. Each Bid must also include details on how the Qualified Bidder intends to address Harte Gold's

contemplated actions towards its employee population in the context of the restructuring process;

- (ix) Timeline: Each Bid must provide a timeline to closing with critical milestones;
 - (x) Deposit: Each Bid, including the Stalking Horse Bid, must be accompanied by a refundable deposit (the “**Deposit**”) in the form of a wire transfer to an account specified by the Monitor, payable to the order of the Monitor, on behalf of Harte Gold, in trust, in an amount equal to five percent (5%) of the cash consideration contemplated by the Bid (including the Stalking Horse Bid), to be held and dealt with in accordance with the terms of this SISP;
 - (xi) Terms of Court Order(s): Each Bid must describe the key terms and provisions to be included in any order of the CCAA Court approving the contemplated transaction;
 - (xii) Precedent Investments in the Mining Industry: Each Bid must provide any relevant details of the previous investments or acquisitions, or any other experience a Qualified Bidder has and deemed relevant by such Qualified Bidder, in the mining industry, including the date, nature of the investment, amount invested, geography and any other relevant information related to such investment;
 - (xiii) Prospective Plans: Each Bid should include the Qualified Bidder’s proposed plans for Harte Gold following consummation of a potential transaction, including intentions for Harte Gold’s operations as well as for management, employees and facilities;
 - (xiv) Confirmation of no Collusion. Each Auction Bid should include confirmation by the Qualified Bidder that it has not engaged in any discussions or any other collusive behaviour with any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted in the SISP; and
 - (xv) Other Information: Each Bid must contain such other information as may be reasonably requested by Harte Gold or the Monitor from time to time.
19. Notwithstanding anything herein to the contrary, Harte Gold, in consultation with the Monitor, will review and assess each Bid to determine whether such Bid is a Qualified Bid. In performing such review and assessment, Harte Gold, in consultation with the Monitor, may evaluate the following non-exhaustive list of considerations: (a) the subscription/purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing of the transaction; (c) the claims likely to be created by such Bid in relation to other Bids; (d) the counterparties to the transaction; (e) the terms of transaction documents, including, if applicable, the proposed revisions to the Stalking Horse Bid; (f) the closing conditions and other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; (h) the assets included or excluded from the Bid; (i) any restructuring costs that would arise from the Bid; (j) the likelihood and timing of consummating the transaction, (k) the financing or cash pro forma available post-closing to fund Harte Gold’s Business; (l) the capital sufficient to implement post-closing

measures and transactions; and (m) proposed treatment of the employees.

20. Harte Gold, in consultation with the Monitor, may reject any Bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these SISP Procedures; (iii) contrary to the best interest of Harte Gold; or (iv) not a Qualified Bid; provided that Harte Gold may, in consultation with the Monitor, waive strict compliance with any one or more of the requirements specified in paragraph 18 above and deem a non-compliant Bid to be a Qualified Bid.

Auction; Successful Bid

21. In the event that no Qualified Bid other than the Stalking Horse Bid is received, then (a) there will be no auction, (b) the Stalking Horse Bid will be deemed to be the Successful Bid, and (c) Harte Gold shall seek approval and authority to consummate the Stalking Horse Bid and the transactions provided for therein at the Approval Hearing.
22. If one or more Qualified Bids other than the Stalking Horse Bid are received, then Harte Gold, in consultation with the Monitor, shall conduct an auction to determine the highest or otherwise best Qualified Bid (the "**Auction**").
23. If the Auction is to take place, then as soon as practicable prior to the Auction, Harte Gold shall provide the Stalking Horse Bidder and all Qualified Bidders having submitted a Qualified Bid (the Stalking Horse Bidder and all Qualified Bidders, together, "**Auction Bidders**") with details of the time and place for the Auction and a copy of the Opening Bid for the Auction.
24. The Auction shall commence on the Auction Date and shall be held at the Toronto office of Stikeman Elliott LLP or by videoconference or such other arrangement acceptable to the Monitor. If the Auction is held at the Toronto office of Stikeman Elliott LLP and any Auction Bidder requests to participate by videoconference, Harte and the Monitor shall facilitate participation by videoconference. The Auction shall be conducted according to the following procedures:
 - (a) Participation: Harte Gold, in consultation with the Monitor, shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Each Auction Bidder must have, present or available, the individual or individuals with the necessary decision-making authority to submit Overbids and to make such necessary and ancillary decisions as may be required during the Auction. Only the authorized representatives, including counsel and other advisors, of Harte Gold, the Monitor, and each of the Auction Bidders shall be permitted to attend the Auction.
 - (b) Rounds. Bidding at the Auction shall be conducted in rounds. The Qualified Bid determined by Harte Gold and the Monitor to have the highest and/or best value shall constitute the "**Opening Bid**" for the first round of bidding. The highest and/or best Overbid at the end of each round shall constitute the "**Opening Bid**" for the following round. Harte Gold, in consultation with the Monitor, shall determine what constitutes the Opening Bid for each round in accordance with the assessment criteria set out in paragraph 24(d) below. In each round, an Auction Bidder may submit no more than one Overbid. Harte Gold, in consultation with the Monitor, may impose such time limits for the submission of Overbids as it deems reasonable. For clarity, the Stalking Horse Bidder may submit an Overbid.

- (c) Failure to Submit an Overbid. If, at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder that submitted the Opening Bid for such round) fails to submit an Overbid, then such Auction Bidder may not participate in any future round of bidding at the Auction. Any Auction Bidder that submits an Overbid during a round (including the Auction Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. Any Auction Bidder that fails to submit an Overbid in a round (other than the Auction Bidder that submitted the Opening Bid for such round) may be required by Harte Gold and the Monitor to leave the Auction.
- (d) Bid Assessment Criteria. Harte Gold, in consultation with the Monitor, shall determine which Qualified Bid constitutes the Opening Bid for the first round of bidding and the determination of which Overbid constitutes the Opening Bid for each subsequent round of bidding, taking into account all factors that Harte Gold and the Monitor, with the assistance of their advisors, reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 19, above.
- (e) Overbids. All bids made during the Auction must be Overbids and shall be submitted in a form to be determined by Harte Gold, in consultation with the Monitor. The identity of each Auction Bidder and all material terms of each Overbid may be fully disclosed by Harte Gold to all other Auction Bidders participating in the Auction. The Monitor shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid (as defined below) and the Back-Up Bid. To be considered an “**Overbid**”, a bid made during the Auction must satisfy the following criteria:
 - (i) Minimum Consideration. The overall amount of consideration of any Overbid shall not be less than the value of the Opening Bid of the applicable round of bidding, plus the Overbid Amount; and
 - (ii) Remaining terms are the same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Bid set forth in paragraph 18 above (provided, for greater certainty, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits (subject to subsection (h) hereof)). To the extent not previously provided (which shall be determined by Harte Gold in consultation with the Monitor), an Auction Bidder submitting an Overbid must submit, as part of its Overbid, evidence acceptable to Harte Gold, in consultation with the Monitor, demonstrating such Auction Bidder’s ability (including financial ability) to close the transaction contemplated by its Overbid;
- (f) Overbid Alterations: An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the prior Overbid so long as, after giving effect to the same, the terms of the new Overbid are no less favorable than any prior Overbid of such Auction Bidder, as determined by Harte Gold in consultation with the Monitor.
- (g) Announcing Highest Overbids. At the end of each round of bidding, Harte Gold, in consultation with the Monitor, shall (i) review each Overbid made in such round; (ii) identify the highest and/or best Overbid; and (iii) announce the terms of such highest and/or best Overbid to all Auction Bidders entitled to participate in the next round of bidding. Such highest and/or best Overbid shall be the Opening

Bid for the next round of the Auction.

- (h) Adjournments. Harte Gold, in consultation with the Monitor, may, in its reasonable business judgment, make one or more adjournments in the Auction to, among other things: (i) facilitate discussions with individual Auction Bidders, including any discussion, negotiation or clarification of any Overbid; (ii) allow individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and/or best Overbid at any given time during the Auction; (iv) give Auction Bidders the opportunity to provide such additional evidence as Harte Gold may require, in its reasonable business judgment, that the Auction Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the Overbid amount; and (v) subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, may consider appropriate, facilitate any appropriate consultation by Harte Gold and/or Auction Bidders with third party stakeholders.
- (i) Closing the Auction. If, in any round of bidding, no Overbid is made, the Auction shall be closed and Harte Gold, in consultation with the Monitor and legal advisors: (i) declare the last Opening Bid as the successful Bid (the “**Successful Bid**” and the party submitting such Successful Bid, the “**Successful Bidder**”); (ii) immediately review the other Overbids made in the previous round (or the Qualified Bid if no Overbids were made at the Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) (the “**Back-Up Bid**” and the party submitting such Back-Up Bid, the “**Back-Up Bidder**”); and (iii) advise the Successful Bidder and the Back-Up Bidder of such determinations and all other Auction Bidders that they are not a Successful Bidder or a Back-Up Bidder. If a Back-up Bid is identified in accordance with this SISP, then such Back-up Bid shall remain open until the closing of the transaction contemplated by the Successful Bid.
- (j) Executed Documentation: The Successful Bidder and the Back-up Bidder (if any) shall, within two (2) Business Days after the conclusion of the Auction, or such longer delay acceptable to Harte Gold, in consultation with the Monitor, submit to Harte Gold executed revised documentation memorializing the terms of the Successful Bid and the Back-up Bid (if any). The Successful Bid and the Back-up Bid may not be assigned to any party without the consent of Harte Gold.
- (k) Reservation of Rights.
 - (i) Notwithstanding anything herein to the contrary, Harte Gold shall be under no obligation to accept the highest or the best Overbid or any Qualified Bid (other than the Stalking Horse Bid if no higher or better Qualified Bid is accepted) or to pursue or hold an Auction or to select any Successful Bid and/or Back-up Bid.
 - (ii) Harte Gold reserves its rights to modify the conduct of the Auction at any time, acting reasonably, in consultation with the Monitor, in any manner that would best promote the goals of the Auction process, including to select the Successful Bid and/or Back-up Bid prior to the completion of the Auction.
- (l) No Collusion. Each Auction Bidder shall be required to confirm that it has not engaged in any discussions or any other collusive behaviour with respect to the

submissions of Overbids. Harte Gold, in consultation with the Monitor, may permit discussions between Auction Bidders at the Auction, subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, considers appropriate. The parties agree that discussions between secured creditors of Harte Gold, including their affiliates, and their legal or financial advisors, regarding their secured interests in Harte Gold, shall not constitute collusive behaviour provided that such secured creditors comply with the requirements of paragraph 16 hereof.

Approval Motion

25. Harte Gold shall apply to the CCAA Court (the “**Approval Motion**”) for an order approving the Successful Bid and authorizing Harte Gold to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid. Such order shall also approve the Back-Up Bid, if any, in the event that the Successful Bid does not close for any reason.
26. The hearing of the Approval Motion will be held on the date of the Approval Hearing. The Approval Motion may be adjourned or rescheduled by Harte Gold or the Monitor, in consultation with the Successful Bidder, without further notice by an announcement of the adjourned date at the Approval Motion, or by notice to the service list in the CCAA Proceedings.
27. All Qualified Bids (other than the Successful Bid and the Back-Up Bid) will be deemed rejected on the date of approval of the Successful Bid by the CCAA Court.

Closing the Successful Bid

28. Harte Gold and the Successful Bidder shall take all reasonable steps to complete the transaction contemplated by the Successful Bid as soon as possible after the Successful Bid is approved by the CCAA Court. If the transaction contemplated by the Successful Bid has not closed by the outside date provided for in the Successful Bid or the Successful Bid is terminated for any reason prior to the outside date provided for in the Successful Bid, Harte Gold may elect, with the consent of the Monitor, to seek to complete the transaction contemplated by the Back-Up Bid, and will promptly seek to close the transaction contemplated by the Back-Up Bid. The Back-Up Bid will be deemed to be the Successful Bid and Harte Gold will be deemed to have accepted the Back-Up Bid only when Harte Gold has made such election and provided written notice of such determination to the Successful Bidder and the Back-Up Bidder.

General

29. All Deposits will be retained by the Monitor and deposited in a trust account. The Deposit (without interest thereon) paid by the Successful Bidder and Back-Up Bidder whose bid(s) is/are approved at the Approval Motion will be applied to the subscription/purchase price to be paid or investment amount to be made by the Successful Bidder and/or Back-Up Bidder, as applicable upon closing of the approved transaction and will be non-refundable, other than in the circumstances set out in the Successful Bid or the Back-Up Bid, as applicable. The Deposits (without interest) of Qualified Bidders and Auction Bidders not selected as the Successful Bidder and Back-Up Bidder will be returned to such bidders within five (5) Business Days after the selection of the Successful Bidder and Back-Up Bidder or any earlier date as may be determined by Harte Gold, in consultation with the Monitor. The Deposit of the Back-Up

Bidder, if any, shall be returned to such Back-Up Bidder no later than five (5) Business Days after Closing.

30. If a Successful Bidder breaches its obligations under the terms of the SISP, its Deposit shall be forfeited as liquidated damages and not as a penalty.
31. All bidders (including Auction Bidders and Qualified Bidders) shall be deemed to have consented to the exclusive jurisdiction of the CCAA Court and waived any right to apply to another jurisdiction in connection with any disputes relating to the SISP, including the qualification of bids, the Auction, if any, the construction and enforcement of the SISP, the transaction documents and the Closing, as applicable.
32. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.
33. There will be no amendments to this SISP without the consent of the Monitor and Harte Gold and, if such modification or amendment materially deviates from the key dates contemplated in Section 2 hereof, with the written consent of the Stalking Horse Bidder, or with the approval of the CCAA Court.
34. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, or any obligation to enter into any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, other than as specifically set forth in a definitive agreement that may be signed with Harte Gold.
35. Neither Harte Gold nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid and Back-Up Bid.

SCHEDULE A

Contact Information

Monitor

FTI CONSULTING CANADA INC.

TD South Tower,
79 Wellington Street West
Toronto Dominion Centre, Suite 2010
P.O. Box 104,
Toronto, ON
Canada, M5K 1G8

Attention of:

Nigel Meakin

Tel: (416) 649-8065
Email: nigel.meakin@fticonsulting.com

Jeffrey Rosenberg

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Dean Mullett

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Email: dean.mullett@fticonsulting.com

SCHEDULE B

Required Acknowledgement

Acknowledgement of the Sale and Investment Solicitation Process

TO: Harte Gold Corp. ("**Harte Gold**")

AND TO: FTI Consulting Canada Inc., as monitor in the CCAA proceedings (the "**Monitor**")

RE: Sale and Investment Solicitation Process in respect of Harte Gold

On December 7, 2021, the Ontario Superior Court of Justice [Commercial List] (the "**CCAA Court**") granted an initial order (the "**Initial Order**") in respect of Harte Gold pursuant to the *Companies' Creditors Arrangement Act*, and FTI Consulting Canada Inc. was appointed as Monitor of Harte Gold.

On December 20, 2021, the CCAA Court granted, *inter alia*, an order (the "**SISP Order**") approving the conduct of a sale and solicitation process (the "**SISP**") by Harte Gold, with the assistance of the Monitor, in accordance with the procedures attached to the SISP Order (the "**SISP Procedures**").

The undersigned hereby acknowledges having received a copy of the SISP Order and of the SISP Procedures, and that in order to participate in the SISP and submit a Bid (as defined in the SISP Procedures) that will be considered by Harte Gold, in consultation with the Monitor and their respective advisors, the undersigned must comply with the terms and provisions of the SISP Order and the SISP Procedures, which the undersigned hereby agrees to do.

This ____ day of _____, 2021.

[Insert Interested Party name]

By:
Title:

SCHEDULE C

SISP Press Release

Harte Gold Announces Extension of Stay Period, Approval of Increased DIP Financing and Approval of Sale and Investment Solicitation Process

Toronto – December 20, 2021 – As previously announced, on December 7, 2021, HARTE GOLD CORP. (“**Harte Gold**” or the “**Company**”) (TSX: HRT / OTC: HRTFF / Frankfurt: H4O) was granted creditor protection pursuant to an order (the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Pursuant to the Initial Order, the Company obtained protection from its creditors for an initial period of ten (10) days (the “**Stay Period**”) and FTI Consulting Canada Inc. was appointed as monitor of the Company (in such capacity, the “**Monitor**”).

On December 16, 2021, the Court granted an order pursuant to which the Stay Period was extended until December 21, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$2.5 million,

On December 20, 2021, the Court granted an Amended and Restated Initial Order (the “**ARIO**”) pursuant to which, *inter alia*, the Stay Period was extended until January 31, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$10.8 million.

On December 20, 2021 also, the Court also granted an order (the “**SISP Order**”) authorizing the Company to conduct, with the assistance of the Monitor, a sale and investment solicitation process (the “**SISP**”) in accordance with certain terms and conditions relating thereto (the “**SISP Procedures**”). As part of the SISP Order, the Court approved the Company’s execution of a subscription agreement (the “**Subscription Agreement**”) with 1000025833 Ontario Inc. (the “**Investor**”), a wholly-owned indirect subsidiary of Silver Lake Resources Limited (“**Silver Lake**”) (ASX: SLR) and the use of the Subscription Agreement as a “stalking horse bid” (the “**Stalking Horse Bid**”) in the context of the SISP, in order to establish the baseline consideration for the Company’s business and assets. Interested parties are invited to participate in the SISP and submit a superior proposal (each a “**Superior Proposal**”) to the Stalking Horse Bid. If no Superior Proposal is submitted to the Company and the Monitor as part of the SISP, the Investor shall be declared the successful bidder at the conclusion of the SISP and, if the transaction contemplated in the Subscription Agreement is subsequently approved by the Court, the Investor will become the sole shareholder of Company, which will continue its business and operations as a going concern. The SISP is intended to secure the highest or otherwise best offer for the Company’s business and assets, for the benefit of all stakeholders.

In order to participate in the SISP and obtain access to a virtual data room, all interested parties must comply with the terms and conditions set forth in the SISP Procedures, a copy of which is attached to the SISP Order and is also available on the Monitor’s website at <http://cfcanada.fticonsulting.com/harte>. Parties interested in participating in the SISP, should contact the Monitor at hartegold@fticonsulting.com.

All bids must be submitted to the Monitor by no later than January 14, 2022 at 5:00 p.m. (prevailing Eastern Time).

Additional Information

Further updates will be provided as appropriate. A copy of the Initial Order, the ARIO, the SISP Order, the SISP Procedures and all materials related thereto, as well as any other information regarding the CCAA proceedings, are available on the Monitor's website at <http://cfcanada.fticonsulting.com/harte>.

About Harte Gold Corp.

Harte Gold holds a 100% interest in the Sugar Zone mine located in White River, Canada. The Sugar Zone Mine entered commercial production in 2019. The Company has further potential through exploration at the Sugar Zone Property, which encompasses 81,287 hectares covering a significant greenstone belt. Harte Gold trades on the TSX under the symbol "HRT", on the OTC under the symbol "HRTFF" and on the Frankfurt Exchange under the symbol "H4O".

For further information, please visit www.hartegold.com or contact:

Shawn Howarth
Vice President, Corporate Development and Investor Relations
Tel: 416-368-0999
E-mail: sh@hartegold.com

Cautionary note regarding forward-looking information:

This news release includes "forward-looking statements", within the meaning of applicable securities legislation, which are based on the opinions and estimates of management and are subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar words suggesting future outcomes or statements regarding an outlook. Specific forward-looking statements in this press release include, but are not limited to, the Stay Period expiring on January 31, 2022; the Investor, if it is the successful bidder at the conclusion of the SISP and is approved by the Court, becoming the sole shareholder of Company in a transaction which provides for the continuation of its business and operations as a going concern; the DIP Financing providing Harte Gold with the liquidity required to continue the operations of Sugar Zone Mine until closing of a transaction; there being no recovery for holders of existing equity interests in the Company unless the successful bid at the conclusion of the SISP provides for significantly higher value than the Subscription Agreement; further updates being provided as appropriate; and the Company having further potential through exploration at the Sugar Zone Property. Forward-looking statements are necessarily based upon a number of estimates and assumptions including material estimates and assumptions related to the factors set forth below that, while considered reasonable by the Company as at the date of this press release in light of management's experience and perception of current conditions and expected developments, are inherently subject to significant business, economic, and competitive uncertainties and contingencies. Known and unknown factors could cause actual results to differ materially from those projected in the forward-looking statements, and undue reliance should not be placed on such statements and information. Such risks and uncertainties include, but are not limited to, the Strategic Review Process failing to result in a transaction that provides value to the Company's stakeholders; the Company being unable to secure sufficient financing to complete the Strategic Review Process; the Company being unable to continue as a going concern; the risk that the Company will not have adequate sources of funding to finance the Company's operations in the near future; the risk that the Company will not be able to obtain sufficient financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes; the risk that the Company has insufficient assets to meet its liabilities or satisfy its creditors; the Company being able to attract and retain qualified candidates to join the Company's management team and board of directors, risks associated with the mining industry, including operational risks in exploration, development and production; delays or changes in plans with respect to exploration or development projects or capital expenditures; the uncertainty of reserve estimates; the uncertainty of estimates and projections in relation to production, costs and expenses; the uncertainty surrounding the ability of the Company to obtain all permits, agreements, consents or authorizations required for its operations and activities; and health, safety and environmental risks, the risk of commodity price and foreign exchange rate fluctuations, the ability of Harte Gold to fund the capital and operating expenses necessary to achieve the business objectives of Harte Gold, the uncertainty associated with commercial negotiations and negotiating with contractors and other parties and risks

associated with international business activities, as well as other risks and uncertainties which are more fully described in the Company's Annual Information Form dated March 30, 2021, and in other filings of the Company with securities and regulatory authorities which are available on SEDAR at www.sedar.com. Due to the risks, uncertainties and assumptions inherent in forward-looking statements, prospective investors in securities of the Company should not place undue reliance on these forward-looking statements. Readers are cautioned that the foregoing list of risks, uncertainties and other factors are not exhaustive. The forward-looking statements contained in this news release are made as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking statements or in any other documents filed with Canadian securities regulatory authorities, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws. The forward-looking statements are expressly qualified by this cautionary statement. The Toronto Stock Exchange has not reviewed and does not accept responsibility for the adequacy or accuracy of this news release.

Appendix C

The Appian Bid

ANR INVESTMENTS 2 B.V.

- AND -

HARTE GOLD CORP.

SUBSCRIPTION AGREEMENT

DATED JANUARY ____, 2022

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SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT dated January _____, 2022 is made by and between:

ANR INVESTMENTS 2 B.V., a corporation incorporated under the laws of the Netherlands

(hereinafter, the "**Investor**")

-and-

HARTE GOLD CORP., a corporation incorporated under the laws of Ontario

(hereinafter, the "**Company**")

RECITALS:

WHEREAS the Company is a public company based in Toronto, Ontario, whose business mainly consists of operating a gold mining operation commonly known as the "Sugar Zone Mining Operation", located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division;

AND WHEREAS the Company has commenced CCAA Proceedings in order to, *inter alia*, seek creditor protection and pursue the SISP with a view to implementing a transaction which will allow the continuation of its Business and operations, as a going concern;

AND WHEREAS in accordance with the SISP, the Investor has submitted this Agreement to subscribe for and purchase from the Company, the Subscribed Shares, on the terms and conditions set out in this Agreement and in accordance with the Closing Sequence set out herein, in order to become the sole shareholder of the Company upon Closing.

NOW THEREFORE in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this Agreement.

"Action" means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

"Administration Charge" has the meaning given to it in the Initial Order.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

"Agreement" means this Subscription Agreement between the Investor and the Company, as may be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

"Appian Existing Agreements" means, collectively, the Appian Facility Agreement, the Appian Financing Agreement, the Appian Royalty Agreement, the Appian Offtake Agreement and all ancillary and related Contracts, agreements, instruments, schedules, appendices, exhibits, and documents thereto, all as subsequently amended, supplemented, restated, or otherwise modified from time to time.

"Appian Existing Agreements Obligations" means all amounts owing and all other obligations of the Company, to any Appian Parties, under any and all Appian Existing Agreements (and under any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees, premiums, or obligations, owing by the Company under any and all of the Appian Existing Agreements (or under any other ancillary agreement or document thereto).

"Appian Facility Agreement" means the facility agreement entered into between the Company, as borrower, and AHG Jersey Limited, as lender, on August 28, 2020.

"Appian Financing Agreement" means the financing agreement entered into between the Company, as borrower, and ANR Investments 2 B.V., as lender, on July 14, 2020, as amended by an amending agreement dated August 28, 2020.

"Appian Offtake Agreement" means, collectively: (i) the offtake agreement entered into between the Company, as seller, and ANR Investments B.V., as purchaser, on January 9, 2018, as subsequently amended on May 3, 2018, and (ii) the offtake agreement entered into between the Company, as seller, and ANR Investments B.V., as purchaser, on July 14, 2020, all as subsequently amended, restated, or supplemented, from time to time.

"Appian Release" has the meaning set out in Section 6.3(c).

"Appian Royalty Agreement" means, collectively, (i) the 1.5% net smelter return royalty agreement entered into between 2729992 Ontario Corp., as royalty holder, and the Company, as owner and grantor, on December 19, 2019, and (ii) the 0.5% net smelter return royalty entered into between the Company, as grantor, and 2729992 Ontario Corp., as royalty holder, on or around August, 2020, all as subsequently amended, restated, or supplemented, from time to time.

"Appian Parties" means AHG Jersey Limited, ANR Investments 2 B.V., ANR Investments B.V. and any and all of their Affiliates.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"Approval and Reverse Vesting Order" means an order issued by the Court substantially in the form attached hereto as **Schedule "A"** or otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably: (i) approving the Transactions; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Company, except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file Articles of Reorganization to change the conditions in respect of its authorized and issued share capital to provide for a redemption right in favour of the Company; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Investor under this Agreement), for no consideration (v) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor (or as it may direct) all right, title and interest in and to the Subscribed Shares, free and clear of all Encumbrances.

"Articles of Reorganization" means articles of reorganization to change the conditions in respect of the Company's authorized and issued share capital to provide for a redemption right in favour of the Company, which shall be in a form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

"Assumed Liabilities" means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in **Schedule "G"**; (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts; (d) all Appian Existing Agreements Obligations; and (e) all Trade Amounts.

"Assumed Liabilities Consideration" has the meaning set out in Section 2.2(b).

"Authorization" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

"BNPP Credit Agreement" means the Amended and Restated Credit Agreement entered into between the Company, as borrower, and BNP Paribas, as lender, on August 28, 2020, as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, and under which the rights and obligations of BNP Paribas, as lender, were assigned to 1000025833 Ontario Inc. on November 19, 2021.

"BNPP Credit Agreement Obligations" means all properly perfected and secured amounts owing and all other obligations of the Company under the BNPP Credit Agreement (and under any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Company under the BNPP Credit Agreement (or under any other ancillary agreement or document thereto).

"Books and Records" means all books, records, files, papers, books of account and other financial data including Tax Returns related to the Retained Assets in the possession, custody or control of the Company, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

"Business" means the business and operations carried on by the Company as at the date of this Agreement and as at the date of Closing.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Ontario.

"Cash Consideration" means a cash payment in an amount required to pay (i) all claims ranking in priority to, or *pari passu* with, the Appian Existing Agreements Obligations, including, (a) a cash payment equivalent to the amount of all claims ranking in priority to, or *pari passu* with, the BNPP Credit Agreement Obligations (including, for greater certainty, all professional fees, costs, and expenses secured by the Administration Charge and all obligations secured by the DIP Lender's Charge), (b) an amount equivalent to the BNPP Credit Agreement Obligations, and (c) any portion of the accrued and outstanding secured obligations of the Company under the Existing Hedge Agreements, solely to the extent that any such obligations and liabilities are not capable of being assumed, in accordance with the terms and conditions set out herein, on the Closing Date, plus (ii) an amount necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo1 and ResidualCo2 upon completion of the Transactions, as determined by the Monitor, the Company and the Investor, each acting reasonably, or as determined by the Court.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

"CCAA Proceedings" means the proceedings commenced by the Company under the CCAA.

"Closing" means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

"Closing Date" means the date on which Closing occurs.

"Closing Sequence" has the meaning set out in Section 6.2.

"Closing Time" means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

"**Company**" means Harte Gold Corp.

"**Competition Act**" means the *Competition Act*, R.S.C., 1985, c. C-34.

"**Conditions Certificates**" has the meaning set out in Section 7.3.

"**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases, any Real Property Leases and any Contracts in respect of Employees.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Cure Costs**" means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of the Company's insolvency, the commencement of the CCAA Proceedings by the Company or the Company's failure to perform a non-monetary obligation.

"**Deposit**" has the meaning set out in Section 2.1.

"**DIP Lender's Charge**" has the meaning given to it in the Initial Order.

"**Discharged**" means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

"**Employees**" means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and "**Employee**" means any one of them.

"**Encumbrances**" means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

"**Encumbrances to Be Discharged**" means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in Schedule "E", and excluding only the Permitted Encumbrances.

"**Excluded Assets**" means those assets listed in Schedule "B", an amended list of which may be delivered by the Investor no later than two (2) Business Days before the Target Closing Date.

"**Excluded Assets and Contracts Promissory Note**" has the meaning set out in Section 3.2.

"**Excluded Assets Bill of Sale**" has the meaning set out in Section 3.2.

"Excluded Contracts" means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule "C"**.

"Excluded Contracts Assignment Agreement" has the meaning set out in Section 3.2.

"Excluded Liabilities" means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or relating to any Excluded Assets or Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, (i) the non-exhaustive list of those certain Liabilities set forth in **Schedule "D"**, (ii) any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the Company may be bound as at the Closing Time, (iii) all Liabilities relating to or under the Excluded Contracts and Excluded Assets, (iv) Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing, and (v) all Liabilities to or in respect of the Company's Affiliates. Furthermore, the BNPP Credit Agreement Obligations shall constitute Excluded Liabilities which shall be transferred to ResidualCo2 in accordance with the Closing Sequence, and a portion of the Excluded Liability Promissory Note (which shall be satisfied with a portion of the Cash Consideration) shall be allocated for the payment, in full, of the BNPP Credit Agreement Obligations.

"Excluded Liability Assumption Agreement" has the meaning set out in Section 3.1.

"Excluded Liability Price" has the meaning set out in Section 3.1.

"Excluded Liability Promissory Note" has the meaning set out in Section 3.1.

"Existing Hedge Agreements" means, collectively, the ISDA 2002 Master Agreement, dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company, the schedule to the ISDA 2002 Master Agreement, dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company, the 2022 Hedge Agreement dated June 19, 2019, and 2023 Hedge Agreement dated June 19, 2019.

"Existing Shares" means all issued and outstanding shares of the Company prior to Closing.

"Governmental Authority" means the government of Canada, or any other nation, or of any political subdivision thereof, whether state, provincial (including the government of Ontario), territorial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange).

"HST" means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

"Initial Order" means the Initial Order, granted within the CCAA Proceedings on December 7, 2021, as amended and restated on December 20, 2021, as subsequently amended, restated, or varied, from time to time.

"Interim Period" means the period from the date of this Agreement up to and until the Closing Time.

"Investment Canada Act" means the Investment Canada Act, R.S.C., 1985, c. 28.

"Investor" means ANR Investments 2 BV.

"Law" has the meaning set out in the definition of **"Applicable Law"**.

"Legal Proceeding" means any litigation, Action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Material Permits, Mineral Tenures, Licenses and Contracts" means those Permits, Licenses and Contracts listed in Schedule "K" and the Mineral Tenures.

"Mineral Tenures" means the mining claims, leases and other property rights of the Company listed in Schedule "J".

"Monitor" means FTI Consulting Canada Inc. in its capacity as monitor of the Company in the CCAA Proceedings, to the extent appointed by the Court, and shall include, as the context so requires, FTI Consulting Canada Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo1 or ResidualCo2 to the extent subsequently appointed as such.

"Monitor's Certificate" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

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

"Organizational Documents" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"Outside Date" means March 31, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may, acting reasonably, agree to in writing.

"Party" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

"Permits and Licenses" means the permits, licenses, Authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, the Company, including, without limitation, as listed in Schedule "I".

"Permitted Encumbrances" means the Encumbrances related to the Retained Assets listed in Schedule "H", an amended list of which may be agreed to by the Investor, the Company and Monitor prior to the granting of the Approval and Reverse Vesting Order.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Property" means all machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties).

"Personal Property Lease" means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which the Company is a party or under which it has rights to use Personal Property.

"Purchase and Sale Transactions" means the transactions contemplated by this Agreement which provide for, among other things, (a) the issuance by the Company of the Subscribed Shares to the Investor in consideration for the Subscription Price, (b) the assignment by the Company to ResidualCo1 of the Excluded Assets and Excluded Contracts in consideration for the Excluded Assets and Contracts Promissory Note, and (c) the assignment by the Company to ResidualCo2 of the Excluded Liabilities in consideration for the Excluded Liability Promissory Note, each on and subject to the terms set forth herein.

"Real Property Leases" means those real property leases listed in in Schedule "J".

"Related to the Business" means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

"Representative" when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

"ResidualCo1" means a corporation to be incorporated by the Company in advance of Closing, to which the Excluded Assets and Excluded Contracts will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

"ResidualCo2" means a corporation to be incorporated in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

"Retained Assets" has the meaning set out in Section 3.2.

"Retained Contracts" means those Contracts listed in Schedule "F".

"ResidualCo Releases" has the meaning set out in Section 6.4(h).

"SISP" means the Sale and Investment Solicitation Process to be conducted by the Company in the context of the CCAA Proceedings in accordance with the SISP Procedures;

"SISP Order" means the SISP Approval Order issued by the court on December 20, 2021, in the CCAA Proceedings;

"SISP Procedures" means the procedures governing the SISP, substantially in the form appended as Schedule A to the SISP Order;

“Subscribed Shares” means a number of common shares in the capital of the Company, to be advised by the Investor, which will be issued on Closing and which will represent 100% of the equity interests in the Company.

“Subscription Price” has the meaning set out in Section 2.1.

“Target Closing Date” means February 18, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may agree to in writing.

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

“Tax Returns” means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“Taxes” or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“Terminated Employees” means those individuals employed by the Company whose employment will be terminated by the Company prior to Closing, as per the list set out in the Investor’s participation letter, dated January [14], 2022.

“Trade Amounts” means any accrued and unpaid trade payables of the Company to third parties in connection with the Business that are unpaid as of the Closing.

“Transaction Taxes” means all documentary, stamp, transfer, sales and transfer taxes, registration charges and transfer fees, including HST, use, value added, and excise taxes and all filing and recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

“Transactions” means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time

in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.6 Exhibits and Schedules

- (a) The following are the Exhibits and Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

Schedule "A"	-	Form of Approval and Reverse Vesting Order
Schedule "B"	-	Excluded Assets
Schedule "C"	-	Excluded Contracts
Schedule "D"	-	Excluded Liabilities
Schedule "E"	-	Encumbrances to be Discharged
Schedule "F"	-	Retained Contracts
Schedule "G"	-	Assumed Liabilities
Schedule "H"	-	Permitted Encumbrances
Schedule "I"	-	Permits and Licenses
Schedule "J"	-	Mineral Tenures
Schedule "K"	-	Material Permits, Licenses and Contracts

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2

SUBSCRIPTION PRICE FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES

2.1 Deposit

As a deposit for the Subscription Price, the Investor shall pay to the Monitor, by wire transfer of immediately available funds, an amount of **[\$6,115,000]** (the "**Deposit**"), being approximately 5% of the Cash Consideration portion of the Subscription Price, concurrently with the execution and provision of this Agreement, which Deposit shall be held in escrow by the Monitor in a non-interest bearing account on behalf of the Company. If the Closing does not occur for any reason other than the Agreement having been terminated by the Company pursuant to Section 8.1(b)(v), the Deposit will be forthwith refunded in full to the Investor (without interest, offset or deduction). If the Agreement is terminated by the Company pursuant to Section 8.1(b)(v), the full amount of the Deposit shall become the property of, and shall be transferred to the Company, as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions.

2.2 Subscription Price

The subscription price for the Subscribed Shares shall be an amount equal to the aggregate of the following (the "**Subscription Price**"):

- (a) Cash Consideration: The Cash Consideration, which shall be satisfied as follows: (i) by the release of the Deposit by the Monitor to the Company, and (ii) by wire transfer to the Monitor of immediately available funds in the amount of the Cash Consideration. The Cash Consideration will be subsequently transferred to ResidualCo1 and ResidualCo2, pursuant to the Approval and Reverse Vesting Order, in full and final payment and satisfaction of the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note, on the Closing Date and in accordance with the Closing Sequence; and,
- (b) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities which the Company and the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence. For greater certainty: (i) all Appian Existing Agreements and all Appian Existing Agreements Obligations shall, be retained, assumed, and shall continue, as ongoing Liabilities against the Company, following Closing; and, (ii) all Assumed Liabilities, including, but not limited to, the Trade Amounts will be assumed and retained by the Company and paid on the latter of (a) Closing, or (b) when such Assumed Liabilities become due and owing in accordance with their current payment terms and conditions, absent any acceleration caused by or associated with the Company's solvency or the CCAA Proceedings (collectively, the "**Assumed Liabilities Consideration**").

ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Liabilities to ResidualCo2

On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo2 and the Company shall issue to ResidualCo2 an interest-free promissory note (the "**Excluded Liability Promissory Note**") in the amount equal to a portion, to be agreed upon between the Parties, of the Cash Consideration (the "**Excluded Liability Price**") in consideration for ResidualCo2 assuming the Excluded Liabilities. The Excluded Liabilities shall be transferred to and assumed by ResidualCo2 in accordance with the Closing Sequence, pursuant to the Approval and Reverse Vesting Order and as evidenced by an assignment and assumption agreement in form and substance acceptable to the Investor, the Company and the Monitor (the "**Excluded Liability Assumption Agreement**"). Notwithstanding any other provision of this Agreement, neither the Investor nor the Company shall assume or have any Liability for any of the Excluded Liabilities and the Company and its assets, undertaking, business and properties shall be fully and finally Discharged from all Excluded Liabilities as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Liabilities to ResidualCo2 and the assumption of the Excluded Liabilities by ResidualCo2.

3.2 Transfer of Excluded Assets and Excluded Contracts to ResidualCo1

On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Mineral Tenures, Retained Contracts, Permits

and Licenses and Books and Records (the "**Retained Assets**"), except, however, any assets sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer Contracts to ResidualCo1, in accordance with the Closing Sequence, on the Closing Date and same shall be vested in ResidualCo1 pursuant to the Approval and Reverse Vesting Order and as evidenced by a bill of sale (the "**Excluded Assets Bill of Sale**") and assignment of contracts (the "**Excluded Contracts Assignment Agreement**"), in form and substance satisfactory to the Investor, the Company and the Monitor, all in consideration of an interest-free promissory note (the "**Excluded Assets and Contracts Promissory Note**") in the amount equal to the portion of the Cash Consideration in excess of the principal amount of the Excluded Liability Promissory Note. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo1.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties as to the Company

Subject to the issuance of the Approval and Reverse Vesting Order, the Company represents and warrants to the Investor as follows and acknowledges and agrees that the Investor is relying upon such representations and warranties in connection with the subscription by the Investor of the Subscribed Shares:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no Legal Proceedings pending against the Company with respect to, or in any manner affecting, title to the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Retained Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the Company from fulfilling any of its obligations set forth in this Agreement.
- (f) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Company and its affiliates, are in

each case less than \$300 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.

- (g) Material Permits, Mineral Tenures, Licenses and Contracts. The Material Permits, Mineral Tenures, Licenses and Contracts are in full force and effect.

4.2 Representations and Warranties as to the Investor

The Investor represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the issuance by the Company of the Subscribed Shares.

- (a) Incorporation and Status. The Investor is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Investor of this Agreement has been authorized by all necessary corporate action on the part of the Investor.
- (c) No Conflict. The execution, delivery and performance by the Investor of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and this Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement.
- (f) Litigation. There are no Legal Proceedings pending, or to the knowledge of the Investor, threatened against the Investor before any Governmental Authority, which would: (i) prevent the Investor from paying the Subscription Price to the Company; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions contemplated by this Agreement or (iii) which would reasonably be expected to delay, restrict or prevent the Investor from fulfilling any of its obligations set forth in this Agreement.
- (g) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Investor, and each of the agreements to be executed and delivered by the Investor hereunder, or the subscription of the Subscribed Shares hereunder.
- (h) Financial Ability. The Investor has cash on hand or firm financing commitments from lenders in amounts sufficient to allow it to pay the Deposit, the balance of the Cash

Consideration and all other costs and expenses in connection with the consummation of the Transactions and the Investor will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.

- (i) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sale, in from or into Canada, of the Investor and its affiliates, are in each case less than \$100 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.
- (j) Investment Canada Act. The Investor is a WTO investor within the meaning of the Investment Canada Act.
- (k) Residence of Investor. The Investor is not a non-resident of Canada within the meaning of the Tax Act.

4.3 As is, Where is

The Subscribed Shares shall be issued, sold and delivered to the Investor subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Subscribed Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Company in the context of the Transaction on an “*as is where is*” basis.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Reverse Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing and the quantum of such Liability, if any, and the Investor acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

ARTICLE 5 COVENANTS

5.1 Target Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on the Target Closing Date.

5.2 Application for Approval and Reverse Vesting Order

As soon as practicable following the conduct of the SISP and if this Agreement is determined to be the “Successful Bid” or the “Back-Up Bid”, in accordance with the SISP Procedures, the Company shall serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order; provided, however, that if this Agreement is determined to be the “Back-Up Bid”, the Company’s obligation to seek the issuance of the Approval and Reverse Vesting Order shall be conditional upon the bid designated as the “Successful Bid” failing to close, in accordance with the SISP Procedures. If applicable, the Company shall diligently use its commercially reasonable efforts to seek the issuance

and entry of the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such orders. The Company's application and motion materials seeking the Approval and Reverse Vesting Order (if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid" in accordance with the SISP Procedures) shall be in form and substance satisfactory to the Investor, acting reasonably.

The Company will provide to the Investor a reasonable opportunity to review a draft of the application and motion materials to be served and filed with the Court, it being acknowledged that such application and motion materials should be served as promptly as reasonably possible following the determination that this Agreement is the "Successful Bid" or the "Back-Up Bid", as applicable. The Company will serve such materials on the service list prepared by the Company and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Investor may reasonably require. The Company will promptly inform counsel for the Investor of any and all threatened or actual objections to the application for the issuance of the Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received. However, and notwithstanding the foregoing, the Company will have no obligation to provide the Investor with any motion materials or draft motion materials for the issuance of the Approval and Reverse Vesting Order if this Agreement is not determined to be the "Successful Bid" or the "Back-Up Bid", pursuant to the SISP Procedures, as applicable.

5.3 Interim Period

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the Initial Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Investor and the Company, such consent not to be unreasonably withheld, conditioned or delayed: (A) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as the Material Permits, Mineral Tenures, Licenses and Contracts; (B) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business.
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court order, the Company shall not enter into any non-arms' length transactions involving the Company or its assets or the Business without the prior approval of the Investor.
- (c) During the Interim Period and if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, the Investor shall furnish to the Company such information concerning the Investor as shall be reasonably requested, including all such information as shall be necessary to enable the Company to verify that the representations and warranties and covenants of the Investor contained in this Agreement have been complied with.

5.4 Access During Interim Period

If this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, during the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Investor reasonably deems necessary or desirable to further familiarize itself with the Business and

the Retained Assets, provided that the Investor shall not be entitled to any confidential or sensitive information regarding the conduct of the SISP, as determined by the Company and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Investor and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor, the Investor and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and, the Company's customers and contractual counterparties. Such investigations shall be carried out at the Investor's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Company shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Investor.

5.5 Regulatory Approvals and Consents

If this Agreement is determined or deemed to be the "Successful Bid", in accordance with the SISP Procedures:

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transactions required under any Applicable Law.
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.5.
- (c) The Parties shall cause their respective affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory or non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 5.5.

5.6 Insurance Matters

During the Interim Period, the Company shall keep in full force and effect all of its applicable existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business.

5.7 Books and Records

The Investor shall cause the Company to preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Investor shall cause the Company to make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist),

available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

6.2 Closing Sequence

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, the Investor shall pay the unpaid balance of the Cash Consideration to be held in escrow by the Monitor, on behalf of the Company, and the entire Cash Consideration shall be dealt with in accordance with this Closing Sequence;
- (b) Second, the Company shall: (i) transfer to and cause ResidualCo1 to assume the Excluded Assets and the Excluded Contracts pursuant to the Approval and Reverse Vesting Order, the Excluded Bill of Sale and the Excluded Contracts Assignment Agreement, (ii) issue the Excluded Assets and Contracts Promissory Note to ResidualCo1, (iii) transfer to and cause ResidualCo2 to assume the Excluded Liabilities pursuant to the Approval and Reverse Vesting Order and the Excluded Liabilities Assumption Agreement, and (iv) issue the Excluded Liability Promissory Note to ResidualCo2;
- (c) Third, all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (d) Fourth, the Company shall issue the Subscribed Shares and the Investor shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Deposit) shall be released from escrow for the benefit of the Company, but shall continue to be held by the Monitor, in escrow on the Company's behalf and in accordance with Section 6.2(e);
- (e) Fifth, the Company shall satisfy all amounts and Liabilities owing under the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note using the Cash Consideration (including the Deposit), and hereby irrevocably directs the Monitor to cause such payment to be made from the Cash Consideration (including the Deposit) held by the Monitor, although such amount shall continue to be held by the Monitor on behalf of, respectively, ResidualCo1 and ResidualCo2, at which point both the Excluded Liability Promissory Note and the Excluded Assets and Contracts Promissory Note shall both be irrevocably and indefeasibly satisfied, in full, and terminated; and,

- (f) Sixth, the Appian Release and the ResidualCo Releases shall be released from escrow and shall become effective.

The Investor, with the prior consent of the Company and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendments to the Closing Sequence do not materially alter or impact the Transactions or the consideration which the Company or its stakeholders will benefit from, as part of the Transactions.

6.3 The Investor's Closing Deliveries

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Investor confirming and certifying that each the conditions in Sections 7.2(e) and 7.2(f) have been satisfied;
- (b) the Cash Consideration in accordance with Section 6.2(a);
- (c) an irrevocable release (the “**Appian Release**”) by the Appian Parties in favour of (i) the Company’s current and former directors, officers, employees, agents, representatives, and all of their respective advisors, including financial advisors and legal counsel and (ii) the Monitor and its current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents (such persons in (i) and (ii) above being collectively referred to herein as the “**Released Parties**”) from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown (collectively, the “**Claims**”) against any of the Released Parties, including in their capacity as equity holders of the Company, as applicable; save and except for any and all Claims arising out of or in connection with any fraud or willful misconduct, on the part of the Released Parties; and,
- (d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.4 The Company's Closing Deliveries

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

- (a) the Excluded Liability Promissory Note and the Excluded Assets and Contracts Promissory Note;
- (b) a copy of the Excluded Liability Assumption Agreement, signed by the Company and ResidualCo2;
- (c) a copy of the Excluded Asset Bill of Sale, signed by the Company and ResidualCo1;
- (d) a copy of the Excluded Contracts Assignment Agreement, signed by the Company and ResidualCo1;

- (e) a copy of the Approval and Reverse Vesting Order;
- (f) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each of the conditions in Sections 7.1(e) and 7.1(f) have been satisfied;
- (g) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization;
- (h) an irrevocable mutual release between ResidualCo1 and ResidualCo2, on the one hand, and the Company, on the other hand, releasing such respective parties and each of their respective directors, officers, employees, agents, representatives, legal and financial advisors from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims, of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present, or future, direct or indirect, whether known or unknown, except any covenants and obligations hereunder which survive Closing, in a form and substance acceptable to the Investor, the Company, and the Monitor, acting reasonably (collectively, the “**ResidualCo Releases**”); and
- (i) share certificates representing the Subscribed Shares.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 The Investor's Conditions

The Investor shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing; provided that if the Investor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Successful Bid. This Agreement shall have been declared the “Successful Bid” in accordance with the SISP Procedures, or, if initially declared to be the “Back-Up Bid”, this Agreement shall have subsequently been deemed to be the “Successful Bid” in accordance with the SISP Procedures.
- (b) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (c) The Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4.

- (d) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (e) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless otherwise explicitly qualified by materiality, in which case, such qualification shall not apply) by materiality: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (f) No Breach of Covenants. The Company shall have performed in all material respects (unless otherwise explicitly qualified by materiality, in which case, such qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.
- (g) Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor, in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be and constitute Excluded Liabilities which, pursuant to the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo2.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions contemplated herein as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor, which will give rise, *inter alia*, to the Company's recourses under Section 2.1.

7.2 The Company's Conditions

The Company shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Successful Bid. This Agreement shall have been declared the "Successful Bid" in accordance with the SISP Procedures, or, if initially declared to be the "Back-Up Bid", this Agreement shall have subsequently been deemed to be the "Successful Bid" in accordance with the SISP Procedures.

- (b) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (c) Investor's Deliverables. The Investor shall have executed and delivered or caused to have been executed and delivered to the Company (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3.
- (d) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (e) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (f) No Breach of Covenants. The Investor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

7.3 Monitor's Certificate

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Investor). In the case of (i) and (ii) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Investor as a result of filing the Monitor's Certificate.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

- (a) This Agreement is irrevocable until the earlier of: (A) forty-five (45) days following the "Bid Deadline" (as such term is defined in the SISP Procedures); or (B) the occurrence of any event contemplated under Section 8.1(c) below.

- (b) This Agreement may be terminated on or prior to the Closing Date:
- (i) by the mutual agreement of the Company and the Investor;
 - (ii) by the Investor, on the one hand, or the Company, on the other hand, upon notice to the other Party if the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission, or breach of this Agreement by the Party proposing to terminate this Agreement;
 - (iii) by the Company or the Investor, if this Agreement is determined *not* to be the “Successful Bid” or the “Back-Up Bid”, as defined in and in accordance with the SISP Procedures;
 - (iv) by the Investor, on the one hand, or the Company, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
 - (v) by the Company, if there has been a material violation or breach by the Investor of any agreement, covenant, representation or warranty of the Investor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor within five (5) Business Days of the Company providing notice to the Investor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time; or
 - (vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within five (5) Business Days of the Investor providing notice to the Company of such breach, unless the Investor is itself in material breach of its own obligations under this Agreement at such time.
- (c) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1, the Company shall first obtain the prior written consent of the Monitor.

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1 (*Deposit*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), 9.17 (*No Liability; Monitor Holding or Disposing Funds*), and 9.18 (*Third Party Beneficiaries*), which shall survive such termination.

ARTICLE 9 GENERAL

9.1 Tax Returns.

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

9.2 Survival.

All representations, warranties, covenants and agreements of the Company or the Investor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

9.3 Expenses.

The Company shall be responsible for and acknowledges and agrees that the reasonable costs and expenses of the Investor (including all legal costs, on a solicitor and their own client, full indemnity basis) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement shall, without duplication of any kind, constitute costs, charges and expenses incurred by AHG Jersey Limited, in connection with a "Default" or "Event of Default" or the enforcement of "Loan Documents", as contemplated and as such terms are defined in the Appian Facility Agreement. For clarity all such aforementioned costs and expenses of the Investor shall be recoverable by AHG Jersey Limited under and in accordance with the Appian Facility Agreement. The Company shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). The Investor expressly disclaims any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee or any other similar form of compensation; provided, however, for greater certainty, that such disclaimer shall not apply to the Company's responsibility for the reasonable costs and expenses as contemplated in this Section 9.3 and the Appian Facility Agreement.

9.4 Public Announcements.

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, the approval by the Court of this Agreement. In addition, if this Agreement is determined to be the "Successful Bid" or the "Back-Up Bid", in accordance with the SISP Procedures, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

9.5 Notices.

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement

shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

Harte Gold Corp.

TD Canada Trust Tower
161 Bay St. Suite 2400,
Toronto, ON M5J 2S1

Attention: Frazer Bouchier / Graham du Preez
E-mail: fbouchier@hartegold.com / gdupreez@hartegold.com

with a copy to:

Stikeman Elliott LLP

5300 Commerce Court West,
199 Bay St.,
Toronto, ON M5L 1B9

Attention: Guy P. Martel/Claire Zikovsky/Danny Vu
E-mail: gmartel@stikeman.com / czikovsky@stikeman.com /
ddvu@stikeman.com

If to the Monitor to:

FTI Consulting Canada Inc.

79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin / Jeffrey Rosenberg
E-mail: nigel.meakin@fticonsulting.com /
Jeffrey.rosenberg@fticonsulting.com

With a copy to:

Goodmans LLP

Bay Adelaide Centre
333 Bay St. #3400,
Toronto,
ON M5H 2S7

Attention: Joseph Pasquariello/Christopher Armstrong
E-mail: jpasquariello@goodmans.ca / carmstrong@goodmans.ca

If to the Investor:

ANR Investments 2 B.V.

Zuidplein 126, WTC Tower H 15th Floor
1077 XV Amsterdam, The Netherlands

Attention: Winta Jarvis / Adriano Fagundes
E-mail: wjarvis@appiancapitaladvisory.com / AFagundes@anrhnl.com

with a copy to:

Appian Capital Advisory LLP

5th Floor, 45 Pall Mall
London SW1Y 5JG
United Kingdom

Attention: Winta Jarvis / Adriano Fagundes
E-mail: wjarvis@appiancapitaladvisory.com / AFagundes@anrhnl.com

and

McCarthy Tétrault LLP

Box 48, Suite 5300
66 Wellington St W, TD Bank Tower
Toronto ON M5K 1E6

Attention: Sean F. Collins / Shea T. Small
E-mail: scollins@mccarthy.ca/ssmall@mccarthy.ca

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.
- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

9.6 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

9.7 Further Assurances.

The Company and the Investor shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

9.8 Entire Agreement.

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings,

negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

9.9 Waiver and Amendment.

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company and Investor (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 Remedies Cumulative.

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Investor or any of its Affiliates under any of the Appian Existing Agreements or any other ancillary agreement or document thereto.

9.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.13 Dispute Resolution.

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

9.14 Attornment.

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on such Party as provided in this Section 9.14 shall be deemed effective service of process on such Party.

9.15 Successors and Assigns.

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

9.16 Assignment

The Company shall not be permitted to assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of the Investor. The Investor shall be entitled and permitted to assign any or all or any portion of its rights, interests, and obligations under this Agreement to any Affiliate of the Investor, so long as the Monitor has confirmed in writing that it is satisfied, in its sole discretion that such Affiliate assignee has the ability to perform all of the Investor's rights, duties, and obligations hereunder. Any purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

9.17 No Liability; Monitor Holding or Disposing Funds

The Investor and the Company acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Company in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration (including the Deposit)) or any portion thereof, whether in its capacity as Monitor, in its personal capacity or otherwise; save and except for any claim or liability arising out of gross negligence or willful misconduct on the part of the Monitor or such Monitor's Affiliates. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Company and the Investor with respect to the holding or disposition of any portion of the Cash Consideration (including the Deposit) or any other obligation of the Monitor hereunder in respect of the Cash Consideration (including the Deposit), or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration (including the Deposit) or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration (including the Deposit), then the Monitor may: (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration (including the Deposit) or any portion thereof into the Court for holding and disposition in accordance with the instructions of the Court or (ii) hold the Cash Consideration (including the Deposit) or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Company and the Investor directing the Monitor to disburse the Cash Consideration (including the Deposit) or any portion thereof in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse the Cash Consideration (including the Deposit) in the manner provided for in the order.

9.18 Third Party Beneficiaries.

Except with respect to: (i) the Monitor as expressly set forth in this Agreement (including Section 9.17), and (ii) ResidualCo. 1 as relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo. 1 as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.19 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[Remainder of page intentionally left blank. Signature page follows.]

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

HARTE GOLD CORP.

By: _____
Name: _____
Title: _____

ANR INVESTMENTS 2 B.V.

By: _____
Name: _____
Title: Director

DocuSigned by:

Winta Jarvis

Winta Jarvis

By: _____
Name: _____
Title: Director

DocuSigned by:

Adriano Fagundes

Adriano Fagundes

SCHEDULE "A"
FORM OF APPROVAL AND VESTING ORDER ORDER

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) [●], THE [●]th
)
MR. JUSTICE PATTILLO) DAY OF JANUARY, 2022

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD CORP.**

APPROVAL AND REVERSE VESTING ORDER

THIS MOTION, made by Harte Gold Corp. (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCA**") for an order, *inter alia*: (a) approving the Subscription Agreement (the "**Subscription Agreement**") entered into by and between the Company, as issuer, and ANR Investment 2 B.V., as investor (the "**Investor**"), dated [●], 2021, a copy of which was attached as Exhibit [●] to the Bouchier Affidavit (as defined below, as well as all the Transactions, as defined in the Subscription Agreement (the "**Transactions**"); (b) adding [●] ("**ResidualCo. 1**") and [●] ("**ResidualCo. 2**") as applicants to these proceedings (the "**CCA Proceedings**"); (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances; and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-19 pandemic;

ON READING the Motion Record of the Company, including the affidavit of Frazer Bouchier sworn [●], 2022 (the “**Bouchier Affidavit**”) and the Exhibits thereto, the [●] Report (the “**[●] Report**”) of FTI Consulting Canada Inc. (“**FTI**”), in its capacity as the Court-appointed Monitor of the Company (the “**Monitor**”), and on being advised that the secured creditors who are likely to be affected by this Order herein were given notice;

ON HEARING the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for Silver Lake Resources Limited, and counsel for the Investor and the Appian Parties, and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated [●], 2022;

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation of the Subject Interests and the issuance of the Subscribed Shares to the Investor, including any such additional documents contemplated in the Subscription Agreement.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence set out in the Subscription Agreement and the steps contemplated thereunder:

- (a) the:
 - (i) Excluded Assets and the Excluded Contracts shall be transferred to and assumed by ResidualCo. 1 pursuant the Excluded Bill of Sale and the Excluded Contracts Assignment Agreement;
 - (ii) Excluded Assets and Contracts Promissory Note shall be issued to ResidualCo. 1;
 - (iii) Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 pursuant to the Excluded Liabilities Assumption Agreement; and
 - (iv) Excluded Liability Promissory Note shall be issued to ResidualCo. 2;
- (b) all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Company (the "**Subject Interests**") shall be deemed terminated and cancelled for no consideration;
- (c) the Subscribed Shares shall be issued to and vest in the Investor, and the Retained Assets will be retained by the Company, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the

generality of the foregoing: (i) any Encumbrances (which term, for greater certainty, shall not include the Permitted Encumbrances) or charges created by the Initial Order or any other Order of the Court; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or the *Mining Act* (Ontario), other than Permitted Encumbrances and Assumed Liabilities, and, for greater certainty, all of the Encumbrances (other than Permitted Encumbrances) affecting or relating to the Subscribed Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscribed Shares and Retained Assets, as applicable;

- (d) the Cash Consideration (including the Deposit) shall be released from escrow and held pursuant to the terms of the Subscription Agreement;
- (e) all amounts and Liabilities owing under the Excluded Assets and Contracts Promissory Note and the Excluded Liability Promissory Note shall be satisfied using the Cash Consideration (including the Deposit), and the Monitor is hereby irrevocably directed to cause such payment to be made from the Cash Consideration (including the Deposit) held by the Monitor, although such amount shall continue to be held by the Monitor on behalf of, respectively, ResidualCo 1 and ResidualCo. 2;
- (f) the Excluded Liability Promissory Note and the Excluded Assets and Contracts Promissory Note shall both be irrevocably and indefeasibly satisfied, in full, and terminated; and
- (g) the Appian Release and the ResidualCo Releases shall be released from escrow and shall become effective.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Cash Consideration, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts and Excluded Liabilities had not been transferred to ResidualCo. 1 and ResidualCo. 2, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Company prior to Closing.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) Transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);
- (b) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any change of control of the Company arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

12. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 11 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company's right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company's rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

13. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or noncompliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 11 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Subscription Agreement or

be a waiver of defaults by the Company under the Subscription Agreement and the related documents.

14. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

15. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;
- (c) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 1 or ResidualCo. 2, as applicable, in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and
- (d) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

16. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (a) the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects;
- (b) ResidualCo. 1 and ResidualCo. 2 shall be a companies to which the CCAA applies; and
- (c) ResidualCo. 1 and ResidualCo. 2 shall be added as applicants in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “*Applicant*” shall refer to and include ResidualCo. 1 and

ResidualCo. 2, *mutatis mutandis*, (ii) “*Property*”, as defined in the Initial Order granted by this Court on December 7, 2021 (as amended and/or restated, from time to time, the “**Initial Order**”), shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (including the Cash Consideration) (collectively, the “**ResidualCos. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos. Property.

17. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 16(a) hereof and the addition of ResidualCo. 1 and ResidualCo. 2 as applicants in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

18. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these CCAA Proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, ResidualCo. 1 or ResidualCo. 2 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company, ResidualCo. 1 or ResidualCo. 2;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscribed Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2, as applicable, nor shall they

constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

RELEASES

19. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, (i) the present and former directors, officers, employees, legal counsel and advisors of the Company and of ResidualCo. 1 and ResidualCo. 2, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors, and (iii) the Investor, its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo. 1 or ResidualCo. 2 or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

THE MONITOR

20. **THIS COURT ORDERS** that the [●] Report and the activities of the Monitor set out in the [●] Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

21. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo. 1 or Residual Co. 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2, or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

CURE COSTS

24. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Subscription Agreement shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is [30] days following the Effective Time or such later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

GENERAL

25. **THIS COURT ORDERS** that, following the Effective Time, the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares and the Retained Assets.

26. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF [●] AND [●]

27. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

28. **THIS COURT DECLARES** that the Company shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof, provided that the transaction steps set out in paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.

SCHEDULE A

Form of Certificate of Monitor

(see attached)

Form of Certificate of Monitor

(see attached) Court File No.

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)	[•, THE [•] th
)	
MR. JUSTICE PATTILLO)	DAY OF [•], 2022

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD CORP.**

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated December 7, 2021, which was amended and restated on December 20, 2021 (the "**Initial Order**"), Harte Gold Corp. (the "**Company**") was granted creditor-protection pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**") and FTI Consulting Canada Inc. was appointed as court-appointed monitor of the Company.

B. Pursuant to an Order of the Court dated [•], 2022 (the "**Approval and Reverse Vesting Order**"), the Court approved the subscription agreement made as of [•], 2022 (the "**Subscription Agreement**") between the Company, as issuer, and ANR Investment 2 B.V., as investor (the "**Investor**"), as well as the Transactions as defined in the Subscription Agreement, which, *inter alia*, provided for : (a) the approval of the Subscription Agreement and the Transactions contemplated thereunder (b) adding [•] and [•] as applicants to these proceedings; (c) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging Encumbrances against the Company and the Retained Assets, except only the Permitted Encumbrances; (d) authorizing and directing the Company to file the Articles of

Reorganization; (e) terminating and cancelling the Subject Interests for no consideration; (e) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances (as defined below); and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-19 pandemic;

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

THE MONITOR CERTIFIES that it was advised by the Company and the Investor that:

1. The Investor has satisfied the Subscription Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Investor; and
3. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**FTI Consulting Canada Inc., in its capacity as
Monitor of Harte Gold Corp., and not in its
personal capacity**

Per: _____
Name:
Title:

SCHEDULE B

Permitted Encumbrances

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

Court File No.: _____

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**APPROVAL AND REVERSE VESTING
ORDER**

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Lawyers for the Applicant

MTDOCS 43235071

SCHEDULE "B"
EXCLUDED ASSETS

Any and all of the Company's rights in respect of the retainers paid to Stikeman Elliott LLP, FTI Consulting Canada Inc., Goodmans LLP and Thornton Grout Finnigan LLP.

SCHEDULE "C"
EXCLUDED CONTRACTS¹

1. The BNPP Credit Agreement.
2. Engagement Letter, dated June 3, 2021, between FTI Consulting Canada Inc. and Stikeman Elliott LLP, as subsequently amended on June 25, 2021.
3. All subscription agreements, including, without limitation:
 - (a) Subscription, Standby Commitment and Facility Extension Agreement dated June 6, 2019, as between ANR Investments B.V. and Harte Gold Corp.
 - (b) Subscription Agreement dated March 18, 2021, as between New Gold Inc. and Harte Gold Corp.
 - (c) Subscription Agreement dated November 23, 2016, as between ANR Investments B.V. and Harte Gold Corp.
 - (d) Subscription Agreement dated December 29, 2017, as between Orion Mine Finance Fund II LP and Harte Gold Corp.
4. All employment agreements with Terminated Employees.
5. The following engagement agreements:
 - (a) Engagement Letter dated June 4, 2021, as between Jeffries LLC and Harte Gold Corp.
 - (b) Engagement Agreement dated May 24, 2021, as between Scotia Capital Inc. and Harte Gold Corp.
 - (c) Engagement Letter dated January 15, 2021, as between CIBC World Markets Inc. and Harte Gold Corp.
 - (d) Engagement Letter dated June 8, 2021, as between Odeon Capital Group LLC and Harte Gold Corp.

¹ References to "Excluded Contracts" in this section shall include all related security and other documents to which Harte is party

SCHEDULE "D"
EXCLUDED LIABILITIES

1. The BNPP Credit Agreement Obligations.
2. Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Company relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date; excluding, solely, any regulatory or environmental Liabilities owed to any Governmental Authority.

SCHEDULE "E"
ENCUMBRANCES TO BE DISCHARGED

1. All Encumbrances concerning, with regard to, arising from, or which otherwise related to any of the Excluded Contracts or the Excluded Liabilities.

SCHEDULE "F" **RETAINED CONTRACTS**

All Contracts which are not listed as Excluded Contracts in Schedule "D", including, without limitation, the following Contracts:

Appian Agreements

1. The Appian Facility Agreement.
2. The Appian Financing Agreement.
3. The Appian Offtake Agreement.
4. The Appian Royalty Agreement.
5. Bridge Loan Agreement dated May 3, 2018, as between ANR Investments B.V. and Harte Gold Corp.
6. Side Agreement dated as of December 29, 2017, between ANR Investments 2 B.V. and the Company.
7. Settlement Agreement dated August 28, 2019, among the Company, ANR Investments B.V., Stephen G. Roman, Richard R. Faucher, Fergus P. Kerr, Richard H. Sutcliffe, Michael W. Scherb, and Geoffrey Cohen.

Offtake Agreements

8. Orion Offtake Agreement dated December 29, 2017, between the Company and OMF Fund II SO Ltd., as amended by the side letter dated June 1, 2018, as subsequently amended, supplement, or restated.
9. No. HGC 18-6263 dated October 1, 2018, as between Glencore Canada Corporation and Harte Gold Corp. and any amendments thereto, including Amendment No. 1 to Contract No. HGC 18-6263 dated May 27, 2019, as between Glencore Canada Corporation and Harte Gold Corp. and Amendment No. 2 to Contract No. HGC 18-6263 dated February 27, 2020, as between Glencore Canada Corporation and Harte Gold Corp.

Option and Royalty Agreements

10. Net Profits Royalty, Schedule 3 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation.
11. Net Smelter Royalty, Schedule 4 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation.

12. Option Agreement dated June 28, 2010, as between Harte Gold Corp., Llyod Halverson, Eugene Belisle and John E. Ternowesky.
13. Net Smelter Royalty, Schedule B to the Property Option Agreement dated August 14, 2017, as between Lloyd Halverson, Doug Kakeeway, John E. Ternowesky, and Harte Gold Corp.

Operating and Other Agreements

14. Auramet Master Purchase Contracts and Bill of Sale, each dated January 30, 2019, as between Auramet International LLC and Harte Gold Corp.
15. Refining Agreement dated August 1, 2018, as between Asahi Refining Canada Ltd. and Harte Gold Corp., as amended pursuant to an amending agreement dated July 7, 2020, as subsequently amended, supplemented, or restated.
16. Contracts dated July 3, 2018, as between Brink's Global Services and Harte Gold Corp.
17. Equipment lease agreements between Harte Gold Corp. and Caterpillar Financial Services Limited.
18. The lease agreement dated November 28, 2019, between Harte Gold Corp., as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario.
19. Hydro One Connection Contract dated October 5, 2017.
20. Construction Agreement dated May 1, 2018, as between the Company and Redpath Canada Limited.
21. Contract Close-Out Agreement dated July 9, 2020, as between the Company and Redpath Canada Limited.
22. Equipment Rental and Purchase Agreement dated December 1, 2020, as between the Company and Redpath Canada Limited.
23. Gold Concentrate Purchase Contract dated October 15, 2018, as between the Company and Glencore Canada Corporation.
24. White River Mortgages - the mortgages and charges of land registered in respect of the lands and premises municipally referred to as: (a) 107 Tukanee Lake Road, White River, ON, P0M 3G0; (b) 113 Tukanee Lake Road, White River, ON, P0M 3G0; and (c) White River Mobile Home Park, White River, ON, P0M 3G0.

Hedging Agreements

25. ISDA 2002 Master Agreement dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company.
26. Schedule to the ISDA 2002 Master Agreement dated June 10, 2019, between BNP Paribas, in its capacity as administrative agent under the BNPP Credit Agreement, and the Company.

27. 2022 Hedge Agreement dated June 19, 2019, between BNP Paribas and the Company.
28. 2023 Hedge Agreement dated June 19, 2019, between BNP Paribas and the Company.

SCHEDULE "G"
ASSUMED LIABILITIES

1. All Liabilities in respect of Employees, except for any and all Liabilities relating to Terminated Employees.

2. All Liabilities and obligations associated with and concerning the repurchase of any royalty interest or portion(s) thereof under the Appian Royalty Agreement, arising in connection with, as a result of, or following the Transactions, including, but not limited to, the USD\$5,000,000 purchase obligation and associated Liabilities, under and in accordance with section 2.03 of the 1.5% net smelter return royalty agreement entered into, on December 19, 2019, between 2729992 Ontario Corp., as royalty holder, and the Company, as owner and grantor.

SCHEDULE "H"
PERMITTED ENCUMBRANCES

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation.
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation.
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation.
4. Encumbrances in respect of any Retained Contracts.
5. Encumbrances permitted in writing by the Investor.
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith.

SCHEDULE "I"
PERMITS AND LICENCES

See Schedule "K".

**SCHEDULE "J"
MINERAL TENURES**

Part I – Freehold Properties

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
1.	None	White River	Freehold	31082-0218	PCL 4507 SEC A WS; PT FARM LOCATION CK74 HUNT AS IN LT50339; WHITE RIVER	SR/MR
2.	None	White River	Freehold	31082-0219	PCL 4508 SEC AWS; PT FARM LOCATION CK74 HUNT AS IN L T50340; WHITE RIVER	SR/MR
3.	None	White River	Freehold	31082-0234	PCL 11183 SEC AWS; PT FARM LOCATION CK77 HUNT PT 1 1R6484; WHITE RIVER	SR/MR

Part II – Leasehold Properties

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
4.	1069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348,	Hambleton and Odlum	Leasehold	31053-0001	MINING CLAIMS I 069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348,	SR/MR - Pt I, Plan IRI3039 MRO - Pts 2-9, Plan IR13039

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSM1069349, SSM1069350				SSM1069349, SSM1069350 BEING PTS 1,2,3,4,5,6,7,8,9 PL IRI3039, EXCEPT SURFACE RIGHTS BEING PTS 2 TO 9 INCLUSIVE PL 1RI3039 HAMBLETON, ODLUM	
5.	SSMI069332, SSMI069333, SSMI069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI069346	Hambleton	Leasehold	31054- 0003	MINING CLAIMS SSM1069332, SSMI069333, SSM1069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI 069346 H AMBLETON PT 1 IR 13011; DISTRICT OF ALGOMA	SR/MR
6.	PT MINING CLAIM SSM1232640	Gourlay and Strickla	Leasehold	31054- 0004	PT MINING CLAIM SSM 1232640 GOURLAY & STRICKLAND PT 2 IRI3011; DISTRICT OF ALGOMA	SR/MR
7.	PT MINING CLAIM SSM1235595	Gourlay	Leasehold	31054- 0005	PT MINING CLAIM SSM1235595 GOURLAY PT 3 IR 13011; DISTRICT OF ALGOMA	SR/MR
8.	PT MINING CLAIMS SSMI069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595	Hambleton, Gourlay, Strickland and Odium	Leasehold	31054- 0006	MINING RIGHTS ONLY PT MINING CLAIMS SSM1069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595 HAMBLETON, GOURLAY, STRICKLAND & ODLUM PTS 4-9 IR 13011; DISTRICT OF ALGOMA	MRO

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
9.	SSM937771, SSM937772, SSM937772, SSMI043806, SSMI043807, SSMI043808, SSMI043809, SSM1043810, SSMI069352, SSMI069353, SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSMI069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSM1140642, SSMI140643, SSMI140644, SSM1140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659, SSMI140660	Hambleton, Odium and Strickland	Leasehold	31077- 0001	MINING CLAIMS SSM937771, SSM937772, SSM937772, SSMI043806, SSM1043807, SSM1043808, SSMI043809, SSMI043810, SSMI069352, SSMI069353, SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSM 1069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSMI140642, SSMI140643, SSMI140644, SSMI140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659 & SSM1140660 BEING PTS 1,2,3,4,5,6, 7 & 8 PL 1R13019 EXCEPT SURFACE RIGHTS BEING PTS 2 TO 8 INCLUSIVE PL IR13019 1- IAMBLETON,ODLUM & STRICKLAND; CITY OF SAULT STE. MARIE	SR/MR- Ptl, Plan IRI3019 MRO- Pts 2-8, Plan IR13019
10.	SSM937770, SSMI 043803, SSM1043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364,	Hambleton and Odium	Leasehold	31078- 0001	MINING CLAIMS SSM937770, SSMI043803, SSM I 043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363,	SR/MR-Pts 1,2, 3, 6 &10, Plan 1R13038 MRO - Pts 4, 5, 7, 8, 9& 1 L

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSMI078252, SSM1135499, SSM1194337, SMMI194340				SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSM1078252, SSMI135499, SSM1194337 & SMM1194340 BEING PTS 1 TO 11 PL I R13038 EXCEPT SURFACE RIGHTS BEING PTS 4,5,7,8,9& 11 PL IR13038 HAMBLETON ODLUM; CITY OF SAULT STE. MARIE	Plan IRI3038

Part III – Unpatented Mining Claims

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
100110	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
102261	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
102955	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102956	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102957	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
103256	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
103795	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
					GOLD CORP.		
104062	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
108657	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
110507	Claim	Active	2018-04-10	2022-12-03	(142281) HARTE GOLD CORP.	1	2022-12-03
111378	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111755	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111802	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
112652	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
113014	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
115744	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115745	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115746	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
115851	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
117345	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
117527	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118071	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
118285	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118287	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
119804	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
122945	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
125756	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
125769	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125817	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125852	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
127131	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
130537	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
131794	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
132528	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
133127	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
133689	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
133770	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
133895	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
134919	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
136581	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
136582	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
137166	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
141005	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
142088	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
142560	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
142645	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
142714	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
150290	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
150356	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
150477	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
151061	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
151151	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
151747	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
151748	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
153728	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154316	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154634	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
154859	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155027	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
155301	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
155471	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155472	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
156716	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
157827	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
159665	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
159846	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
162381	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167174	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167200	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167201	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167881	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
168373	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
168606	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
168648	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168649	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168650	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168651	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
169308	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
170250	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170388	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170921	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170953	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170954	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
171296	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
171544	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
171922	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
173870	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
174320	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
175638	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
180576	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-09-12

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
180577	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
182897	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
183693	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
183874	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
184494	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
185100	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
185118	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
185737	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
186239	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186240	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186333	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
187120	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
188477	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
189153	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189186	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189211	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
192398	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
193853	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
196508	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
197174	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
199956	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
200170	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
200808	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-09-12

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
200809	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
201257	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
205218	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
205227	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
205228	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
205229	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
206596	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
206598	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
207283	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
208206	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208207	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208950	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
208958	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
209282	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209283	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209284	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
219128	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
219164	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
220366	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220373	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220821	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
220822	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
221060	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
221158	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
225048	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
226382	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
227074	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
227577	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228206	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228212	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
229063	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
229139	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
234526	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
236538	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
237877	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
238950	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
244350	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
245152	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
245812	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
246627	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
252539	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
255917	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255918	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255919	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
260565	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
265078	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
265657	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
265862	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
265863	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266283	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
266799	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266805	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313)	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					PELANGIO EXPLORATION INC.		
267434	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
267440	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267591	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
271837	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
273604	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
273605	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274244	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274252	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
274857	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
274873	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
276267	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
276303	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
277728	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP.,	1	2022-09-12

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					(406313) PELANGIO EXPLORATION INC.		
281507	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
282751	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
286341	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286342	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286343	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286384	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286410	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
287517	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
287639	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
289563	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
290157	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
290563	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
293144	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
294235	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
294243	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
300518	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
302666	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
302669	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
302908	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
308490	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
311337	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317714	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317747	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
319552	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
322925	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
323310	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
324599	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
329144	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
330435	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
331171	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
332771	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
333357	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
334503	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
335993	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
336697	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
337943	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
344511	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
344618	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
514033	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
514035	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
530313	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530314	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530315	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530316	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
530317	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530318	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
531016	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531017	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531018	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531019	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531020	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531021	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531022	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	22	2022-06-20
531023	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531024	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531025	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531026	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531027	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531031	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531046	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531047	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531048	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	23	2022-02-22
531079	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531080	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531081	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531082	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531083	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531084	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531085	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531086	Claim	Active	2018-09-10	2023-01-18	(142281) HARTE GOLD CORP.	24	2023-01-18
531087	Claim	Active	2018-09-10	2022-01-18	(142281) HARTE GOLD CORP.	24	2022-01-18
531088	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531089	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	20	2022-03-10
531090	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531091	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531092	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531093	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531094	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531095	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531096	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531097	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531098	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531099	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531100	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531111	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531112	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531113	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531114	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531115	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	23	2022-01-10
531116	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	24	2023-01-10
531117	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531118	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531119	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	20	2022-01-10
531120	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	15	2023-01-10
531121	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	16	2023-01-10
531126	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531139	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531151	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531152	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	17	2022-01-09
531153	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	22	2022-12-23
531154	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531155	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531156	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531157	Claim	Active	2018-09-10	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531160	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531161	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531162	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531163	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	15	2022-01-09
531164	Claim	Active	2018-09-11	2022-01-10	(142281) HARTE GOLD CORP.	18	2022-01-10
531165	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	13	2022-04-21
531166	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	2	2022-01-09
531167	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531168	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531169	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531170	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	23	2022-12-03
531171	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531172	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531173	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531174	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531175	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531176	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531177	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531178	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531179	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531180	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	23	2022-11-16
531181	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531182	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531183	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531184	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531185	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531195	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531196	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531197	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531198	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	19	2022-04-21
531199	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	2	2022-12-23
531200	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531201	Claim	Active	2018-09-11	2022-10-29	(142281) HARTE GOLD CORP.	5	2022-10-29
531202	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	23	2022-12-23
531203	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	21	2022-12-31
531204	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	12	2022-12-31
531205	Claim	Active	2018-09-11	2022-03-27	(142281) HARTE GOLD CORP.	12	2022-03-27
531206	Claim	Active	2018-09-11	2022-04-26	(142281) HARTE GOLD CORP.	24	2022-04-26
531207	Claim	Active	2018-09-11	2022-07-02	(142281) HARTE GOLD CORP.	4	2022-07-02
531208	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	13	2022-12-31
531209	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	6	2022-12-23
531210	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	17	2022-12-23
531211	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	8	2022-12-23
531212	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	18	2022-12-31
531214	Claim	Active	2018-09-11	2022-07-20	(142281) HARTE GOLD CORP.	6	2022-07-20
531215	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	9	2022-12-31
531216	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	3	2022-12-31
531217	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	6	2022-12-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531218	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	5	2022-12-31
531219	Claim	Active	2018-09-11	2022-11-20	(142281) HARTE GOLD CORP.	25	2022-11-20
531220	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531221	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531222	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531223	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531224	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531225	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531226	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531227	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531228	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	15	2022-12-03
531229	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531230	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531231	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531232	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531233	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	25	2022-12-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531234	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531235	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531236	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531237	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531238	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	23	2022-12-22
531239	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	4	2022-12-22
531240	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531241	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531242	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	20	2022-12-17
531243	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531244	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	25	2022-12-17
531245	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531246	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531247	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531248	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531249	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531254	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	24	2022-06-13
531255	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531256	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531257	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531258	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	12	2022-06-13
531259	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531264	Claim	Active	2018-09-12	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531265	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531266	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531267	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531268	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	10	2022-12-23
531269	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	3	2022-06-13
531270	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	16	2022-12-03
531271	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	20	2022-11-16
531272	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	3	2022-12-03
531273	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531274	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531275	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	21	2022-11-16
531276	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531277	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
531278	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	2	2022-11-16
531279	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
531280	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531281	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	25	2022-04-11
531282	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531283	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531284	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	23	2023-01-09
531285	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531286	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531287	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531288	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	21	2023-01-09
531289	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	14	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531290	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531291	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531292	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531293	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531294	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531295	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531296	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531297	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531298	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531299	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531300	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531301	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531302	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531304	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531305	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531306	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531309	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531316	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531317	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531331	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	19	2022-04-11
531332	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	24	2022-02-16
531333	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	12	2022-02-16
531334	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	25	2022-02-16
531335	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531336	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531337	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531338	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	24	2021-02-16
531340	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	17	2022-06-13
531341	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	2	2022-02-16
531342	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531343	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531344	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	18	2022-06-13

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531345	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	2	2021-02-16
531346	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	4	2021-02-16
531347	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531348	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531349	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	16	2022-01-09
531350	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531351	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	24	2021-01-09
531352	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	25	2021-01-09
532869	Claim	Active	2018-10-09	2022-04-10	(142281) HARTE GOLD CORP.	20	2022-04-10
537443	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	14	2022-09-12
537444	Claim	Active	2018-12-19	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	11	2022-12-27
537445	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	7	2022-09-12
537446	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	11	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
537447	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	12	2022-04-11
537448	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537449	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
537450	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	22	2022-02-22
537451	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537476	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
537478	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	6	2022-02-22
537479	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537500	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537502	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	15	2022-02-22
549597	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549623	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549624	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549625	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	22	2022-05-10
549626	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549916	Claim	Active	2019-05-15	2022-05-10	(142281) HARTE GOLD CORP.	25	2022-05-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
564908	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564909	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564958	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	11	2022-11-29
564959	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	25	2022-11-29
564960	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	20	2022-11-29
564961	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564962	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	19	2022-11-29
564963	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564964	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	23	2022-11-29
564965	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	22	2022-11-29
564966	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	17	2022-11-29
565900	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
565901	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29

Part IV – Additional Tenure IDs

11. 136581
12. 136582
13. 142560
14. 171296

15. 201257
16. 209282
17. 209283
18. 209284
19. 220821
20. 220822
21. 237877
22. 255917
23. 255918
24. 255919
25. 324599
26. 334503
27. 549597
28. 549623
29. 549624
30. 549625
31. 549626
32. 549916
33. 564908
34. 564909
35. 564958
36. 564959
37. 564960
38. 564961
39. 564962
40. 564963

- 41. 564964
- 42. 564965
- 43. 564966
- 44. 565900
- 45. 565901

SCHEDULE "K"
MATERIAL PERMITS, LICENSES AND CONTRACTS

1. Insurance Policies
 - (a) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - (b) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - (c) Contract of Insurance with policy beginning October 31, 2020, as between Allianz Global Risks US Insurance Company, Chubb Insurance Company of Canada, The Sovereign General Insurance Company, Liberty Mutual Insurance and Harte Gold Corp.
 - (d) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - (e) Commercial Automobile Coverage dated October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - (f) Commercial Coverage with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - (g) Excess Follow Form Insurance Policy dated February 10, 2021 as between AIG Insurance Company of Canada and Harte Gold Corp.
 - (h) Excess Liability with policy beginning October 31, 2020, as between Northbridge Insurance and Harte Gold Corp.
 - (i) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2020, as between XL Specialty Insurance Company and Harte Gold Corp.
 - (j) Excess Liability with policy beginning November 3, 2021, as between Northbridge Insurance and Harte Gold Corp.
 - (k) Contract of Insurance with policy beginning October 31, 2021, as between Allianz Global Risks US Insurance Company, Stewart Specialty Risk Underwriting Ltd., The Sovereign General Insurance Company, Economical Mutual Insurance Company, and Harte Gold Corp.
 - (l) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - (m) Commercial Automobile Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

- (n) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2021, as between XL Specialty Insurance Company and Harte Gold Corp.
- (o) Commercial Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

2. Closure Plan and Permits, Environmental Permits

- (a) Any and all permits, approvals, agreements, or licences issued under or pursuant to the following statutes, as amended from time to time or regulations thereunder: the Mining Act, R.S.O. 1990, c. M.14, the Mining Tax Act, R.S.O. 1990, c. M.15, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Endangered Species Act, 2007, S.O. 2007, c. 6, the Public Lands Act, R.S.O. 1990, c. P.43, the Forest Fires Prevention Act, R.S.O. 1990, c. F.24, the Beds of Navigable Waters Act, R.S.O. 1990, c. B.4, the Lakes and Rivers Improvement Act, R.S.O. 1990, c. L.3, the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, the Canadian Navigable Waters Act, R.S.C., 1985, c. N-22, including but not limited to those permits, approvals, agreements, or licences listed at Schedule L, items 16 – 32, below.
- (b) Sugar Zone Project Closure Plan and all amendments thereto.
- (c) Amended Environmental Compliance Approval 7924-BBLL6K, issued May 3, 2019 and all amendments thereto and notices thereunder.
- (d) Amended Environmental Compliance Approval 8479-B3QHJZ, issued September 20, 2018 and all amendments thereto and notices thereunder.
- (e) Amended Environmental Compliance Approval 2656-B2UG23, issued September 20, 2018 and all amendments thereto and notices thereunder.
- (f) Amended Environmental Compliance Approval 7268-AHYLJT, issued January 31, 2017 and all amendments thereto and notices thereunder.
- (g) Amended Environmental Compliance Approval 3215-9ZXM5X, issued September 30, 2015 and all amendments thereto and notices thereunder.
- (h) Amended Environmental Compliance Approval 7150-9XMLGX, issued July 16, 2015 and all amendments thereto and notices thereunder.
- (i) Environmental Compliance Approval 5475-98BPSI, issued January 15, 2014 and all amendments thereto and notices thereunder.
- (j) Environmental Compliance Approval 9197-992HFN, issued January 6, 2014 and all amendments thereto and notices thereunder.
- (k) Location Approval WAWA-LOC-01-2017, under the Lakes & Rivers Improvement Act, issued March 21, 2017.

- (l) Location Approval WAWA-LOC-01-2020, under the Lakes & Rivers Improvement Act, issued July 3, 2020.
- (m) Land Use Permit Application 1524-1001682, under the Public Lands Act, submitted February 8, 2018.
- (n) Permit to Take Water 8337-B3QJAH, issued September 20, 2018 and all amendments thereto and notices thereunder.
- (o) Permit to Take Water P-300-6062209462, issued November 2, 2019 and all amendments thereto and notices thereunder.
- (p) Permit to Take Water 5567-BVBPWM, issued November 19, 2020 and all amendments thereto and notices thereunder.
- (q) Permit to Take Water 7466-AREGML, issued September 20, 2018 and all amendments thereto and notices thereunder
- (r) Permit to Take Water 1518-ASEGRK, issued September 20, 2018 and all amendments thereto and notices thereunder

3. Camp Services

- (a) Quotation dated August 4, 2021 and executed August 23, 2021, as between Morris Group (Sudbury) Inc. and Harte Gold Corp.
- (b) Contract Agreement dated November 7, 2017, as between Morris Group Sudbury Inc. and Harte Gold Corp.
- (c) Amendment to Contract Agreement dated February 2018, as between Morris Group Sudbury Inc. and Harte Gold Corp.

4. Other Agreements

- (a) Impact Benefits Agreement dated April 28, 2018 and Band Council Resolution dated April 26, 2018, as between Pic Mobert First Nation and Harte Gold Corp.
- (b) Memorandum of Understanding between Biigtigong Nishnaabeg (formerly Pic River First Nation) and Harte Gold Corp. dated August 1, 2018.
- (c) Exploration Agreement between Pic Mobert First Nation and Harte Gold Corp.
- (d) Aboriginal Procurement Strategy: A Working Document Between Harte Gold Corp. and White Lake Limited Partnership dated June 27, 2019.
- (e) Longhole Drilling and Blasting Services Agreement dated July 4, 2018, as between Foraco Canada Ltd. and Harte Gold Corp.
- (f) Underground Drilling Agreement dated January 21, 2021, as between Orbit Garant Drilling Services Inc. and Harte Gold Corp.

- (g) Closure Plan Surety Bond Agreement (Bond #: 800033223/962-019590) dated June 21, 2018, as between Harte Gold Corp. and Intact Insurance Company, and subsequent rider, dated February 1, 2019.

Appendix D

The 833 January 19 Letter

January 19, 2022

Harte Gold Corp.
TD Canada Trust Tower
161 Bay St. Suite 2400
Toronto, ON M5J 2S1

FTI Consulting Canada Inc. in its capacity as
Monitor of Harte Gold Corp.
79 Wellington Street West
Toronto Dominion Centre, Suite 2010
P.O. Box 104
Toronto, ON M5K 1G8

Attn: Frazer Bouchier and Graham du Preez

Attn: Nigel Meakin and Jeffrey Rosenberg

Re: Sale and Investment Solicitation Process for Harte Gold Corp. (“Harte”)

Dear Sirs:

Reference is made to the Procedures for the Sale and Investment Solicitation Process (the “**SISP Procedures**”) in respect of Harte approved pursuant to the SISP Approval Order of the Ontario Superior Court of Justice (Commercial List) dated December 20, 2021. Capitalized terms used herein and not otherwise defined have the meaning given to them in the SISP Procedures or the Second A&R Subscription Agreement (as defined below).

This letter serves to irrevocably confirm that: (i) 1000025833 Ontario Inc. and Silver Lake Resources Limited (collectively, “**Silver Lake**”) have reached a resolution with AHG (Jersey) Limited (together with its affiliates, “**Appian**”) with respect to certain disputes between them pertaining to Appian’s secured claims and other interests in Harte pursuant to a settlement agreement between Silver Lake and Appian, a copy of which is attached as Schedule “A” hereto, and that Appian has agreed to support Silver Lake’s acquisition of Harte upon the terms and conditions of the Second A&R Subscription Agreement (as defined below); and (ii) Silver Lake will not participate in any Auction.

This letter is to request that, in light of the foregoing, Harte and the Monitor agree not to conduct the Auction and instead that Harte and Silver Lake enter into a Second Amended and Restated Subscription Agreement substantially in the form of the Amended and Restated Subscription Agreement between them dated December 15, 2021 (the “A&R Subscription Agreement”), with the following amendments (all of which Silver Lake agrees to in consideration of Harte and the Monitor agreeing not to conduct the Auction):

1. The lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario will be designated as a Retained Contract.
2. The definition of “Assumed Liabilities” shall be amended to include all amounts owing by Harte in respect of good and services supplied to Harte from and after December 7, 2021 (but excluding, for the avoidance of doubt, the professional fees, costs and expenses

secured by the Administration Charge that shall be satisfied from the Cash Consideration). For clarity, such obligation shall not be subject to any cap.

3. The definition of "Trade Amounts" shall be amended as follows: "Trade Amounts" means any accrued and unpaid trade payables of the Company to third parties in connection with the Business relating to the period prior to December 7, 2021, that are unpaid as of the Closing."
4. Harte and Silver Lake shall expressly agree and acknowledge that any amounts payable to Appian (including under any Appian royalty) shall be excluded from the calculation of the Cure Costs and Trade Amounts Cap and the last sentence of the definition of "Assumed Liabilities" shall be amended accordingly.
5. The Cash Deposit will be increased by an amount equal to five percent (5%) of the Appian Indebtedness (as provided in the settlement agreement attached hereto), such additional Cash Deposit amount to be funded from the Share Proceeds delivered to the Monitor pursuant to the Escrow Agreement and held by the Monitor in a separate escrow account along with the existing Cash Deposit and not subject to the terms of the Escrow Agreement or the terms of the A&R Subscription Agreement that govern the Share Proceeds. For the avoidance of doubt, the Cash Deposit as contemplated to be increased by this provision shall be subject to the provisions of Section 2.1(a) of the A&R Subscription Agreement.

Silver Lake expressly agrees and acknowledges that any agreement by Harte and the Monitor to not conduct the Auction shall be subject to receipt by Harte and the Monitor of the following by no later than 5:00 pm (Toronto time) on January 19, 2022: (a) a Second Amended and Restated Subscription Agreement duly executed by Silver Lake incorporating the foregoing amendments and such other amendments as Harte (with the consent of the Monitor) and Silver Lake shall agree to in writing (the "**Second A&R Subscription Agreement**"); and (b) receipt of a signed letter from Appian to Harte and the Monitor in the form attached hereto as Schedule "B".

Thank you for considering this request.


Yours truly,

100025833 ONTARIO INC.

Per: _____


Name: Luke Tonkin
Title: Director

SILVER LAKE RESOURCES LIMITED

Per: 

Name: Luke Tonkin
Title: Director

Appendix E

The Appian January 19 Letter



Appian Capital Advisory LLP

5th Floor, 45 Pall Mall

London, SW1Y 5JG,

United Kingdom

January 18, 2022

Harte Gold Corp.
TD Canada Trust Tower
161 Bay St. Suite 2400
Toronto, ON M5J 2S1

FTI Consulting Canada Inc. in its capacity as
Monitor of Harte Gold Corp.
79 Wellington Street West
Toronto Dominion Centre, Suite 2010
P.O. Box 104
Toronto, ON M5K 1G8

**Attn: Frazer Bouchier and Graham du Preez
Nigel Meakin and Jeffrey Rosenberg**

Re: Sale and Investment Solicitation Process for Harte Gold Corp. (“Harte”)

Dear Sirs:

Reference is made to the Procedures for the Sale and Investment Solicitation Process (the “**SISP Procedures**”) in respect of Harte approved pursuant to the SISP Approval Order of the Ontario Superior Court of Justice (Commercial List) dated December 20, 2021. Capitalized terms used herein and not otherwise defined have the meaning given to them in the SISP Procedures.

This letter serves to irrevocably confirm that: (i) ANR Investments 2 B.V. (together with its affiliates, including AHG (Jersey) Limited, “**Appian**”) has reached a resolution with 1000025833 Ontario Inc. and Silver Lake Resources Limited (collectively, “**Silver Lake**”) with respect to certain disputes between them pertaining to Appian’s secured claims and other interests in Harte pursuant to a settlement agreement between Appian and Silver Lake, a copy of which is attached as Schedule “A” hereto, and that Appian has agreed to support Silver Lake’s acquisition of Harte upon the terms and conditions of the Second A&R Subscription Agreement (as defined below); and (ii) Appian will not participate in any Auction.

This letter is to request that, in light of the foregoing, Harte and the Monitor agree not to conduct the Auction and instead that Harte and Silver Lake enter into a Second Amended and Restated Subscription Agreement (the “**Second A&R Subscription Agreement**”) substantially in the form of the Amended and Restated Subscription Agreement between them dated December 15, 2021, with the amendments described in the letter from Silver Lake to Harte and the Monitor in the form attached hereto as Schedule “B” (the “**Silver Lake Letter**”). In consideration of Harte and the Monitor agreeing to this request, Appian agrees and confirms that:

1. If Harte enters into the Second A&R Subscription Agreement, the Subscription Agreement submitted by ANR Investments 2 B.V. to the Monitor on January 14, 2022 (the “**Appian Subscription Agreement**”) shall serve as the Back-Up Bid under the SISP Procedures in

accordance with the terms thereof. Without limiting the generality of the foregoing, the Monitor shall continue to hold and deal with the \$6,115,000 Deposit delivered by Appian in connection with the Appian Subscription Agreement pursuant to and in accordance with the SISP Procedures.


2. Appian will not oppose the Court-ordered release in favour of (among others), the present and former directors, officers, employees, legal counsel and advisors of Harte substantially in the form included at paragraph 19 of the draft Approval and Reverse Vesting Order included in Harte's Application Record dated December 7, 2021, at Exhibit "W".
3. In connection with Harte and the Monitor agreeing to the request set forth herein, Appian shall deliver an executed release to Harte and the Monitor substantially in the form of (and no less beneficial to the releases thereunder) the Appian Release (as defined in the Appian Subscription Agreement) (the "**Executed Appian Release**"), such release to become effective upon the closing of the transactions contemplated by the Second A&R Subscription Agreement.

Appian expressly agrees and acknowledges that any agreement by Harte and the Monitor to not conduct the Auction shall be subject to receipt by Harte and the Monitor of the following by no later than 5:00 pm (Toronto time) on January 19, 2022: (a) the Executed Appian Release; and (b) a copy of the Silver Lake Letter and the Second A&R Subscription Agreement, in each case, signed by Silver Lake.

Thank you for considering this request.

Yours truly,

ANR INVESTMENTS 2 B.V.

Per: 
62D70F637C954E5...
Name: Winta Jarvis
Title: Director

AHG (JERSEY) LIMITED

Per: 
54694DCD24A44CF...
Name: Mark Collins
Title: Director

Appendix F

The Second Amended and Restated Subscription Agreement

1000025833 ONTARIO INC.

- AND -

SILVER LAKE RESOURCES LIMITED

- AND -

HARTE GOLD CORP.

SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

DATED JANUARY 19, 2022

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SCHEDULE "L" MATERIAL PERMITS, LICENSES AND CONTRACTS

SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

THIS SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT executed on January 19, 2022 is made by and between:

1000025833 ONTARIO INC., a corporation incorporated under the laws of Ontario

(hereinafter, the "**Investor**")

-and-

SILVER LAKE RESOURCES LIMITED, a corporation incorporated under the laws of Australia

(hereinafter, the "**Guarantor**")

-and-

HARTE GOLD CORP., a corporation incorporated under the laws of Ontario

(hereinafter, the "**Company**")

RECITALS:

WHEREAS the Company is a public company based in Toronto, Ontario, whose business mainly consists of operating a gold mining operation commonly known as the "Sugar Zone Mining Operation", located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division;

WHEREAS the Company has commenced CCAA Proceedings in order to, *inter alia*, seek creditor protection and pursue the SISP with a view to implementing a transaction which will allow the continuation of its Business and operations, as a going concern;

WHEREAS on December 6, 2021, the Company and the Investor entered into a Subscription Agreement (the "**Original Subscription Agreement**") pursuant to which the Investor agreed to: (i) act as a "stalking horse bidder" in the context of the SISP and, (ii) if the Original Subscription Agreement and SISP Procedures were approved by the Court and the Original Subscription Agreement was subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures, to subscribe for and purchase from the Company, the Subscribed Shares, on the terms and conditions set out in the Original Subscription Agreement and in accordance with the Closing Sequence set out therein, in order to become the sole shareholder of the Company upon Closing;

WHEREAS pursuant to the Original Subscription Agreement, the Guarantor agreed to guarantee and be responsible for all of the obligations of the Investor pursuant to such agreement;

WHEREAS on December 15, 2021, the Company, the Investor and the Guarantor agreed to amend and restate the terms of the Original Subscription Agreement and entered into an Amended and Restated Subscription Agreement (the "**First A&R Subscription Agreement**");

WHEREAS on December 20, 2021, the Court issued an order in the CCAA Proceedings authorizing and approving the execution by the Company of the First A&R Subscription Agreement as well as the use thereof as a "stalking horse bid" in the context of the SISP;

WHEREAS in the context of the SISP, the Investor and the Guarantor have agreed to increase the consideration previously offered as part of the First A&R Subscription Agreement, such that the Company, the Investor and the Guarantor have agreed, with the support of the Appian Parties, to amend and restate the First A&R Subscription Agreement in accordance with the terms and conditions set out herein and the Company, in consultation with the Monitor, has determined to designate this Agreement as the “Successful Bid” in the SISP;

NOW THEREFORE in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement.

"Action" means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

“Administration Charge” has the meaning given to it in the Initial Order.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

"Agreement" means this Second Amended and Restated Subscription Agreement between the Investor and the Company, as may be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

“AHG” means AHG (Jersey) Limited.

“Appian Indebtedness” means all properly perfected and secured amounts and obligations owing by the Company to AHG under the Appian Facility Agreement as of the Closing Date in the amount agreed between the Appian Parties, the Investor and Silver Lake.

“Appian Facility Agreement” means the Facility Agreement entered into between the Company, as borrower, and AHG, as lender, on August 28, 2020.

“Appian Parties” means AHG (Jersey) Limited, ANR Investments 2 B.V., ANR Investments B.V. and any and all of their affiliates.

“Appian Royalty Agreements” means, collectively, (i) the 1.5% net smelter return royalty agreement, dated December 19, 2019 between 2729992 Ontario Corp. and the Company; and (ii) the 0.5% net smelter return royalty agreement, dated August 28, 2020, between 2729992 Ontario Corp. and the Company;

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"Approval and Reverse Vesting Order" means an order issued by the Court substantially in the form attached hereto as **Schedule "A"** and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably: (i) approving the Transactions; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Company, except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Investor under this Agreement), for no consideration (v) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor (or as it may direct) all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances

"Articles of Reorganization" means articles of reorganization to change the conditions in respect of the Company's authorized and issued share capital to provide for a redemption right in favour of the Company, which shall be in form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

"Assumed Liabilities" means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in **Schedule "H"** (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts and Pre-Filing Trade Amounts, up to a maximum aggregate amount of \$10,000,000 for such Cure Costs and such Pre-Filing Trade Amounts (the "**Cure Costs and Pre-Filing Trade Amount Cap**"); (d) the Excluded Liability Promissory Note and (e) all Post-Filing Trade Amounts. For greater certainty: (a) the royalties payable by the Company under the Retained Contracts shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap, provided that the royalties payable under the Appian Royalty Agreements and any other amounts payable to the Appian Parties shall be excluded from the calculation of the Cure Costs and Pre-Filing Trade Amount Cap; and (b) neither the Post-Filing Trade Amounts or any other amounts or obligations owing by the Company to any of the Appian Parties (including under the Appian Royalty Agreements) shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap.

"ASX" means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by that entity.

"Authorization" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

"BNPP Credit Agreement" means the Amended and Restated Credit Agreement entered into between the Company, as borrower, and BNP Paribas, as lender, on August 28, 2020, as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, and under which the rights and obligations of BNP Paribas as lender have been assigned to the Investor.

"Books and Records" means all books, records, files, papers, books of account and other financial data including Tax Returns related to the Retained Assets in the possession, custody or control of the Company, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

"Business" means the business and operations carried on by the Company as at the date of this Agreement and as at the date of Closing.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Ontario, Canada or the state of Western Australia, Australia.

"Cash Consideration" means a cash payment in an amount required to pay: (i) all claims ranking in priority to, or *pari passu* with, the amounts owing to the lenders under the BNPP Credit Agreement (including, for greater certainty, all professional fees, costs and expenses secured by the Administration Charge, but excluding the amounts owing under the DIP Term Sheet), plus (ii) the value of the Appian Indebtedness, plus (iii) the amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo. 1 and ResidualCo. 2 upon completion of the Transactions, as determined by the Monitor, the Company and the Investor each acting reasonably, or as determined by the Court, which Cash Consideration shall be satisfied in accordance with Section 2.2(a).

"Cash Deposit Escrow Account" has the meaning set out in Section 2.1(a).

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

"CCAA Proceedings" means the proceedings commenced by the Company under the CCAA.

"Closing" means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

"Closing Date" means the date on which Closing occurs.

"Closing Sequence" has the meaning set out in Section 6.2.

"Closing Time" means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

"Company" means Harte Gold Corp.

"Company Share Proceeds" has the meaning set out in Section 2.2(a).

"Competition Act" means the Competition Act, R.S.C., 1985, c. C-34.

"Conditions Certificates" has the meaning set out in Section 7.3.

"Contracts" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases, any Real Property Leases and any Contracts in respect of Employees.

"Court" means the Ontario Superior Court of Justice (Commercial List).

"Credit Bid Consideration" has the meaning set out in Section 2.2(b).

"Cure Costs" means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of the Company's insolvency, the commencement of the CCAA Proceedings by the Company or the Company's failure to perform a non-monetary obligation.

"Cash Deposit" has the meaning set out in Section 2.1(a).

"Determination Date" means the date hereof.

"DIP Lender" means 1000025833 Ontario Inc.

"DIP Term Sheet" means the DIP Facility Loan Agreement dated as of December 6, 2021 between the Company and the DIP Lender, as may be amended from time to time in accordance with its terms.

"Discharged" means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

"Employees" means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and **"Employee"** means any one of them.

"Encumbrances" means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

"Encumbrances to Be Discharged" means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in **Schedule "F"**, and excluding only the Permitted Encumbrances.

"Escrow Agreement" means an escrow agreement (or such other agreement(s) as may be required to implement the matters described in clauses (i) and (ii) of this definition) to be entered into on or prior to the Determination Date (in a form to be agreed on or about the date hereof) among the Monitor, as escrow agent, the Company and the Investor, each acting reasonably, pursuant to which, among other things: (i) the Monitor (or its designee) shall hold the Share Deposit in escrow

and (ii) (A) the Share Deposit shall be sold in the market for and on behalf of the Company by no later than three (3) days prior to the Target Closing Date with the Share Proceeds being held in escrow and released on Closing in accordance with the Closing Sequence, and (B) if Closing does not occur for any reason or this Agreement is terminated, the Share Deposit and any Share Proceeds shall be dealt with in accordance with Section 2.1.

"Excluded Assets" means: (i) all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing; and (ii) those assets listed in **Schedule "C"**, an amended list of which may be delivered by the Investor no later than two (2) Business Days before the Closing Date.

"Excluded Assets and Contracts Promissory Note" has the meaning set out in Section 3.2,

"Excluded Contracts" means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule "D"**.

"Excluded Liabilities" means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, the non-exhaustive list of those certain Liabilities set forth in **Schedule "E"**, any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the Company may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing and all Liabilities to or in respect of the Company's Affiliates. For avoidance of doubt, Excluded Liabilities shall not include any debts, obligations, Liabilities or Encumbrances that are or are deemed to be an interest in land and, to the extent that any of the Excluded Liabilities listed in Schedule "E" hereof is determined by the Court to be an interest in land (**"Interest in Land"**), such determination by the Court shall not constitute nor give rise to a breach under this Agreement and the Investor and the Guarantor shall remain bound by the terms of this Agreement, including the obligation to pay the Subscription Price, and any Interest in Land shall be deemed to be Assumed Liabilities hereunder.

"Excluded Liability Price" has the meaning set out in Section 3.1.

"Excluded Liability Promissory Note" has the meaning set out in Section 3.1.

"Existing Shares" means all issued and outstanding shares of the Company prior to Closing.

"Final Order" means, in respect of any Court Order, that such Court Order shall not have been vacated, set aside, or stayed, and that the time within which an appeal or request for leave to appeal must be initiated has passed with no appeal or leave to appeal having been initiated.

"First A&R Subscription Agreement" has the meaning set out in the Recitals.

"First Cash Deposit" has the meaning set out in Section 2.1(a).

"Governmental Authority" means the government of Canada, or any other nation, or of any political subdivision thereof, whether state, provincial (including the government of Ontario), territorial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or

arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange).

"Guarantor" means Silver Lake Resources Limited.

"HST" means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

"Initial Order" means the Initial Order granted by the Court on December 7, 2021 in the context of the CCAA Proceedings, as amended and restated on December 20, 2021, and as such order may be further amended, restated or varied from time to time.

"Interim Period" means the period from the date that the SISP Order was granted, until the Closing Time.

"Investment Canada Act" means the Investment Canada Act, R.S.C., 1985, c. 28.

"Investor" means 1000025833 Ontario Inc.

"Law" has the meaning set out in the definition of **"Applicable Law"**.

"Legal Proceeding" means any litigation, Action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Material Permits, Mineral Tenures, Licenses and Contracts" means those Permits, Licenses and Contracts listed in Schedule "L" and the Mineral Tenures.

"Mineral Tenures" means the mining claims, leases and other property rights of the Company listed in Schedule "K".

"Monitor" means FTI Consulting Canada Inc. in its capacity as monitor of the Company in the CCAA Proceedings, to the extent appointed by the Court, and shall include, as the context so requires, FTI Consulting Canada Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo. 1 or ResidualCo. 2 to the extent subsequently appointed as such.

"Monitor's Certificate" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

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

"Organizational Documents" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of

organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"Original Subscription Agreement" has the meaning set out in the Recitals.

"Outside Date" means March 31, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may agree to in writing.

"Party" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

"Permits and Licenses" means the permits, licenses, Authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, the Company, including, without limitation, as listed in **Schedule "J"**.

"Permitted Encumbrances" means the Encumbrances related to the Retained Assets listed in **Schedule "I"**, an amended list of which may be agreed to by the Investor, the Company and Monitor prior to the granting of the Approval and Reverse Vesting Order.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Property" means all machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties).

"Personal Property Lease" means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which the Company is a party or under which it has rights to use Personal Property.

"Pre-Filing Trade Amounts" means any accrued and unpaid amounts owing by the Company to third parties for goods and services provided to the Company by third parties in connection with the Business relating to the period prior to December 7, 2021, that are unpaid as of the Closing, which, for certainty, shall not include any liabilities relating to Excluded Contracts.

"Post-Filing Trade Amounts" means any accrued and unpaid amounts owing by the Company to third parties for leased or financed equipment and for goods and services provided to the Company by third parties in connection with the Business and in respect of any royalty owing by the Company, all in relation to the period starting as and from December 7, 2021, that are unpaid as of the Closing (but excluding, for the avoidance of doubt, the professional fees, costs and expenses secured by the Administration Charge that shall be satisfied from the Cash Consideration).

"Purchase and Sale Transactions" means the transactions contemplated by this Agreement which provide for, among other things, (a) the issuance by the Company of the Subscribed Shares to the Investor in consideration for the Subscription Price, (b) the assignment by the Company to ResidualCo1 of the Excluded Assets and Excluded Contracts in consideration for the Excluded Assets and Contracts Promissory Note, and (c) the assignment by the Company to ResidualCo2 of the Excluded Liabilities in consideration for the Excluded Liability Promissory Note, each on and subject to the terms set forth herein.

"RBC Commission" means the brokerage commission owing by the Investor to Royal Bank of Canada in connection with the Transactions.

“Real Property Leases” means the lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario.

“Related to the Business” means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

“Representative” when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

“ResidualCo. 1” means a corporation to be incorporated by the Company in advance of Closing, to which the Excluded Assets and Excluded Contracts will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

“ResidualCo. 2” means a corporation to be incorporated in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

“Retained Assets” has the meaning set out in Section 3.2.

“Retained Contracts” means those Contracts listed in **Schedule “G”**.

“Second Cash Deposit” has the meaning set out in Section 2.1(a).

“Second Cash Deposit Proceeds” has the meaning set out in Section 2.1(b).

“Share Deposit” has the meaning set out in Section 2.1(b).

“Share Proceeds” means the gross proceeds from the sale of the Share Deposit pursuant to and in accordance with the Escrow Agreement, less any transaction costs and any fees and expenses payable pursuant to the Escrow Agreement, including an indemnity payable to the Company by the Investor in connection with any Tax Liability which may result from the sale of the Share Deposit in accordance with the Escrow Agreement or the Company being required for any reason in accordance with the terms of this Agreement, to return any portion of the Share Proceeds to the Guarantor.

“Shortfall Deposit” has the meaning set out in Section 2.1(c).

“Silver Lake Parties” means 1000025833 Ontario Inc., Cue Minerals Pty Ltd. and Silver Lake Resources Limited.

“Silver Lake Shares” means fully paid ordinary shares of the Guarantor, which shall be freely transferrable under applicable Australian securities laws and in Canada.

“SISP” means the Sale and Investment Solicitation Process conducted by the Company in the context of the CCAA Proceedings in accordance with the SISP Procedures;

“SISP Order” means the SISP Approval Order of the Court dated December 20, 2021, a copy of which is attached hereto as **Schedule “B”**;

“SISP Procedures” means the procedures governing the SISP in the form appended as Schedule A to the SISP Order;

“Subscribed Shares” means 100 Common Shares in the capital of the Company, to be subscribed for by the Investor and issued by the Company, in accordance with the terms of this Agreement.

“Subscription Price” has the meaning set out in Section 2.2.

“Target Closing Date” means February 18, 2022, or such other date as the Company (with the consent of the Monitor and the DIP Lender) and the Investor may agree to in writing.

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

“Tax Returns” means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“Taxes” or **“Tax”** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“Terminated Employees” means those individuals employed by the Company whose employment will be terminated by the Company prior to Closing, as per the list provided by the Investor to the Company on January 14, 2022.

“Transaction Taxes” means all documentary, stamp, transfer, sales and transfer taxes, registration charges and transfer fees, including HST, use, value added, and excise taxes and all filing and recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

“Transactions” means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions.

“VWAP” means the volume weighted average trading price of Silver Lake Shares for the applicable period on the ASX (or if the Silver Lake Shares are no longer traded on the ASX, on such other exchange as the Silver Lake Shares are then traded) or if not such prices are available for such applicable period, "VWAP" shall be the fair value per Silver Lake Share as reasonably determined by the board of directors of the Guarantor.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or

action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.6 Exhibits and Schedules

- (a) The following are the Exhibits and Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

Schedule "A"	-	Form of Approval and Reverse Vesting Order
Schedule "B"		SISP Order
Schedule "C"	-	Excluded Assets
Schedule "D"	-	Excluded Contracts
Schedule "E"	-	Excluded Liabilities
Schedule "F"	-	Encumbrances to be Discharged
Schedule "G"		Retained Contracts
Schedule "H"		Assumed Liabilities
Schedule "I"	-	Permitted Encumbrances
Schedule "J"		Permits and Licenses
Schedule "K"		Mineral Tenures
Schedule "L"		Material Permits, Licenses and Contracts

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2

SUBSCRIPTION FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES

2.1 Deposit

- (a) Cash Deposit: As a deposit for the Subscription Price, the Investor shall pay to the Monitor:
- (i) by wire transfer of immediately available funds, an amount of \$100,000 (the "**First Cash Deposit**") within two (2) days of the granting of the SISP Order by the Court, which First Cash Deposit has already been paid by the Investor in accordance with the First A&R Subscription Agreement, and which is held in escrow by the Monitor in a non-interest bearing account on behalf of the Company (the "**Cash Deposit Escrow Account**"); and

- (ii) an amount of US\$1,693,658.72, which represents approximately five percent (5%) of the Appian Indebtedness, to be funded from the first available Share Proceeds (the “**Second Cash Deposit**”, together with the First Cash Deposit, the “**Cash Deposit**”). The Second Cash Deposit shall be held in escrow by the Monitor, together with the First Cash Deposit, in the Cash Deposit Escrow Account. The Monitor is hereby irrevocably directed by the Investor and Silver Lake to fund the Second Cash Deposit from the first available Share Proceeds.
 - (iii) If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit will be forthwith refunded in full to the Investor (without interest, offset or deduction). If the Agreement is terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit shall become the property of, and shall be transferred to, the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions. For the avoidance of doubt, the Share Proceeds that form the Second Cash Deposit shall be exclusively subject to this Section 2.1(a)(iii) in the event of a termination of this Agreement.
- (b) Share Deposit: As a deposit for the Subscription Price, the Guarantor shall issue the Silver Lake Shares in the name of the Company, in a number equal to the amount of the Appian Indebtedness, divided by the VWAP of the Silver Lake Shares for the five (5) trading days prior to the Determination Date (the “**Share Deposit**”). The Share Deposit shall be: (i) provided to the Monitor (or its designee), subject to and in accordance with the Escrow Agreement, as soon as practicable after the Determination Date but no later than five (5) days after the Determination Date and (ii) thereafter sold for the benefit of the Company by a broker selected by the Investor which is acceptable to the Guarantor, the Company and the Monitor, acting reasonably in accordance with the Escrow Agreement. The first available portion of the Share Proceeds in an amount equal to the Second Cash Deposit (the “**Second Cash Deposit Proceeds**”) shall be transferred to and held by the Monitor, on behalf of the Company, and deposited into the Cash Deposit Escrow Account, together with the First Cash Deposit. All Share Proceeds (other than the Second Cash Deposit Proceeds) shall be deposited in an escrow account (distinct and separate from the Cash Deposit Escrow Account, as provided for in the Escrow Agreement. If the Closing does not occur for any reason or the Agreement is terminated, any remaining portion of the Share Deposit shall be sold pursuant to the Escrow Agreement and, thereafter, the Share Proceeds (other than the Second Cash Deposit Proceeds, which will be dealt with in accordance with Section 2.1(a)) will be forthwith returned to the Guarantor (without interest, offset or deduction, except that the Company or the Monitor, on behalf of the Company, shall be authorized to withhold or otherwise offset or deduct any Tax Liability which may be applicable in connection with the sale of the Share Deposit in accordance with the Escrow Agreement or the return of any portion of the Share Deposit and/or Share Proceeds by the Company to the Guarantor in accordance with this Agreement, and the Guarantor hereby agrees to fully indemnify the Company in connection with any such Tax Liability).
- (c) Shortfall Deposit: If the Share Proceeds from the sale of the entire Share Deposit are not sufficient to pay the Appian Indebtedness in full, the Investor shall pay to the Monitor as a deposit for the payment of the Subscription Price, a cash amount equal to the difference between the Share Proceeds and the amount of the Appian

Indebtedness (the "**Shortfall Deposit**"), such Shortfall Deposit to be paid on or prior to the Closing Date.

2.2 Subscription Price

The subscription price for the Subscribed Shares shall be an amount equal to the aggregate of the following (the "**Subscription Price**"):

- (a) Cash Consideration: The Cash Consideration, which shall be satisfied as follows: (i) by the release of the Cash Deposit by the Monitor to the Company, (ii) by the release of the Share Proceeds (other than the Second Cash Deposit Proceeds) up to a maximum of the amount of the Appian Indebtedness less the amount of the Second Cash Deposit Proceeds (the "**Company Share Proceeds**") pursuant to and in accordance with the terms of the Escrow Agreement; (iii) by the release of the Shortfall Deposit (if any) by the Monitor to the Company and (iv) by wire transfer to the Monitor of immediately available funds in the amount of the balance of the Cash Consideration. The Cash Consideration will be subsequently transferred to ResidualCo. 1 and ResidualCo. 2, in payment of the Excluded Assets and Contracts Promissory Note and Excluded Liability Promissory Note, on the Closing Date and in accordance with the Closing Sequence;
- (b) Credit Bid Consideration: An amount equivalent to all amounts and obligations owing by the Company to the Investor under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet, which the Investor shall cause the release thereof in favour of the Company at Closing (the "**Credit Bid Consideration**"); and
- (c) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities which the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence.

The Guarantor agrees to guarantee and be responsible for all of the Investor's obligations contemplated in this Agreement, including, without limitation, the Investor's obligation to pay the Cash Consideration. The Guarantor also agrees to deliver the Share Deposit in accordance with 2.1(b).

ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Liabilities to ResidualCo. 2

On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 and the Company shall issue to ResidualCo. 2 an interest-free promissory note (the "**Excluded Liability Promissory Note**") in an amount equal to a portion, to be agreed upon between the Parties, of the Cash Consideration (the "**Excluded Liability Price**") in consideration for ResidualCo. 2 assuming the Excluded Liabilities. The Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 in accordance with the Closing Sequence, pursuant to the Approval and

Reverse Vesting Order. Notwithstanding any other provision of this Agreement, neither the Investor nor the Company shall assume or have any Liability for any of the Excluded Liabilities and the Company and its assets, undertaking, business and properties shall be fully and finally Discharged from all Excluded Liabilities as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Liabilities to ResidualCo. 2 and the assumption of the Excluded Liabilities by ResidualCo. 2.

3.2 Transfer of Excluded Assets and Excluded Contracts to ResidualCo. 1

On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Mineral Tenures, Retained Contracts, Permits and Licenses and Books and Records (the "**Retained Assets**"), except, however, any assets sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer to ResidualCo. 1, in accordance with the Closing Sequence, on the Closing Date and same shall be vested in ResidualCo. 1 pursuant to the Approval and Reverse Vesting Order, all in consideration of an interest-free promissory note ("the **Excluded Assets and Contracts Promissory Note**") in an amount equal to the portion of the Cash Consideration in excess of the Excluded Liability Promissory Note. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo. 1.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties as to the Company

Subject to the issuance of the Approval and Reverse Vesting Order, the Company represents and warrants to the Investor as follows and acknowledge and agree that the Investor is relying upon such representations and warranties in connection with the subscription by the Investor of the Subscribed Shares:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

- (e) Proceedings. There are no Legal Proceedings pending against the Company with respect to, or in any manner affecting, title to the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Retained Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the Company from fulfilling any of its obligations set forth in this Agreement.
- (f) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Company and its affiliates, are in each case less than \$300 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.
- (g) Material Permits, Mineral Tenures, Licenses and Contracts. The Material Permits, Mineral Tenures, Licenses and Contracts are in full force and effect.

4.2 Representations and Warranties as to the Investor and the Guarantor

The Investor and the Guarantor, as applicable, each represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the issuance by the Company of the Subscribed Shares.

- (a) Incorporation and Status. Each of the Investor and the Guarantor is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by each of the Investor and the Guarantor of this Agreement has been authorized by all necessary corporate action.
- (c) No Conflict. The execution, delivery and performance by the Investor and by the Guarantor of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor or of the Guarantor, or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and by the Guarantor, and constitutes a legal, valid and binding obligation of the Investor and of the Guarantor, enforceable against each of them in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. Other than with respect to the RBC Commission which shall be satisfied by the Investor, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement.
- (f) Litigation. There are no Legal Proceedings pending, or to the knowledge of the Investor or of the Guarantor, threatened against the Investor and/or the Guarantor before any Governmental Authority, which would: (i) prevent the Investor or the

Guarantor from paying the Subscription Price to the Company; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions contemplated by this Agreement or (iii) which would reasonably be expected to delay, restrict or prevent the Investor from fulfilling any of its obligations set forth in this Agreement.

- (g) Investment Canada Act. The Investor is a "Canadian" or a "WTO Investor" or a "Trade Agreement Investor" within the meaning of the Investment Canada Act.
- (h) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the Investor's and the Guarantor's execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by the Investor hereunder, including the subscription of the Subscribed Shares hereunder.
- (i) Financial Ability. The Investor has cash on hand and/or firm financing commitments from lenders in amounts sufficient to allow it to pay the Cash Deposit, the balance of the Cash Consideration and all other costs and expenses in connection with the consummation of the Transactions and the Investor will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.
- (j) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Investor and its affiliates, are in each case less than \$100 million, calculated in accordance with the Competition Act and the regulations enacted thereunder
- (k) Residence of Investor. The Investor is not a non-resident of Canada within the meaning of the Tax Act.
- (l) Silver Lake Shares. The issuance of the Silver Lake Shares has been duly authorized by the Guarantor. The Silver Lake Shares will be validly issued as fully paid shares in compliance with, and will be freely transferrable under, all applicable Australian securities laws. The Silver Lake Shares will be quoted by the Australian Securities Exchange under security code "SLR".

4.3 As is, Where is

The Subscribed Shares shall be issued, sold and delivered to the Investor subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Subscribed Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Company in the context of the Transaction on an "*as is where is*" basis.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Reverse Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing

and the quantum of such Liability, if any, and the Investor acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

ARTICLE 5 COVENANTS

5.1 Target Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

5.2 Motion for Approval and Reverse Vesting Order

As soon as practicable after the execution of this Agreement, the Company serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.

The Company shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such order. The Company's motion materials the Approval and Reverse Vesting Order shall be in form and substance satisfactory to the Investor, acting reasonably. The Company will provide to the Investor a reasonable opportunity to review a draft of the motion materials to be served and filed with the Court, it being acknowledged that such motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve such materials on the service list prepared by the Company and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Investor may reasonably require. The Company will promptly inform counsel for the Investor of any and all threatened or actual objections to the motion for the issuance of the Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received.

5.3 Interim Period

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the Initial Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Investor and the Company, such consent not to be unreasonably withheld, conditioned or delayed: (A) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as the Material Permits, Mineral Tenures, Licenses and Contracts; (B) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business;
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court order, the Company shall not enter into any non-arms' length transactions involving the Company or its assets or the Business without the prior approval of the Investor.
- (c) During the Interim Period, the Investor shall furnish to the Company such information concerning the Investor as shall be reasonably requested, including all such information as shall be necessary to enable the Company to verify that the

representations and warranties and covenants of the Investor contained in this Agreement have been complied with.

5.4 Access During Interim Period

During the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Investor reasonably deems reasonably necessary or desirable to further familiarize itself with the Business and the Retained Assets, provided that neither the Investor or the Guarantor shall be entitled to any confidential or otherwise sensitive information regarding the conduct of the SISP, as determined by the Company and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Investor and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor, the Investor and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and the Company's customers and contractual counterparties. Such investigations shall be carried out at the Investor's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Company shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Investor.

5.5 Regulatory Approvals and Consents

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transactions required under any Applicable Law;
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.5; and
- (c) The Parties shall, and shall cause their respective affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory and non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 5.5.

5.6 Insurance Matters

During the Interim Period, the Company shall use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business.

5.7 Books and Records

The Investor shall cause the Company to preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Investor shall cause the Company to make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

6.2 Closing Sequence

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, the Investor shall pay the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, to be held in escrow by the Monitor, on behalf of the Company, and the entire Cash Consideration, Shortfall Deposit and Share Proceeds shall be dealt with in accordance with this Closing Sequence;
- (b) Second, the Investor shall cause the Company to be released from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (c) Third, the Company shall be deemed to: (i) transfer to ResidualCo. 1 the Excluded Assets and the Excluded Contracts, and (ii) transfer to ResidualCo. 2 the Excluded Liabilities, all pursuant to the Approval and Reverse Vesting Order, and the Company shall issue the Excluded Assets and Contracts Promissory Note to ResidualCo. 1 and the Excluded Liability Promissory Note to ResidualCo. 2;
- (d) Fourth, all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or

instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;

- (e) Fifth, the Company shall issue the Subscribed Shares and the Investor shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) shall be released from escrow for the benefit of the Company, but shall continue to be held by the Monitor in escrow on the Company's behalf;
- (f) Sixth, to the extent that the amount of the Share Proceeds (including the Second Cash Deposit Proceeds) is greater than the amount of the Appian Indebtedness, any such excess shall be released to the Guarantor; and
- (g) Seventh, the Company shall satisfy the amount owing under the Excluded Assets and Contracts Promissory note and the Excluded Liability Promissory Note using the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), and hereby irrevocably directs the Monitor to cause such payment to be made from the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) held by the Monitor, subject to the completion of all other steps in the Closing Sequence, although such amounts shall continue to be held by the Monitor on behalf of, respectively, ResidualCo. 1 and ResidualCo. 2.

The Investor, with the prior consent of the Company and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

6.3 The Investor's Closing Deliveries

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the each of the Investor and the Guarantor confirming and certifying that each the conditions in Sections 7.2(e) and 7.2(f) have been satisfied;
- (b) the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, in accordance with Section 6.2(a), and an irrevocable direction pursuant to the Escrow Agreement to release the Company Share Proceeds in accordance with Section 6.2(a);
- (c) an irrevocable release by the Silver Lake Parties in favour of (i) the Company's current and former directors, officers, employees, agents, representatives and all of their respective advisors, including financial advisors and legal counsel and (ii) the Monitor and its current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents (such Persons in (i) and (ii) above being collectively referred to herein as the "**Released Parties**") from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown against any of the Released Parties, including, where applicable, in their capacity as

equity holders of the Company; provided, however, that nothing shall release the Released Parties from any claims arising from willful misconduct and fraud; and

- (d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.4 The Company's Closing Deliveries

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each the conditions in Sections 7.1(e) and 7.2(f) have been satisfied;
- (b) the Excluded Liability Promissory Note;
- (c) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization; and
- (d) share certificates representing the Subscribed Shares.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 The Investor's Conditions

The Investor shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non- fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing, provided that if the Investor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court and become a Final Order.
- (b) The Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4.
- (c) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of

otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.

- (d) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply): (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (e) No Breach of Covenants. The Company shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.
- (f) Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo 2.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions contemplated herein as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor which will give rise, *inter alia*, to the Company's recourses for breach.

7.2 The Company's Conditions

The Company shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- (a) Court Approval. The following conditions have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (b) Investor's and Guarantor's Deliverables. The Investor and the Guarantor shall have executed and delivered or caused to have been executed and delivered to the

Company (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3.

- (c) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (d) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (e) No Breach of Covenants. Each of the Investor and the Guarantor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

7.3 Monitor's Certificate

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied and/or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Investor). In the case of: (i) and (ii) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Investor as a result of filing the Monitor's Certificate.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
 - (i) by the mutual agreement of the Company and the Investor;
 - (ii) by the Investor, on the one hand, or the Company, on the other hand, upon notice to the other Party if the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for the Approval and Reverse Vesting Order not being approved by the Court is not

due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement;

- (iii) [intentionally omitted];
 - (iv) by the Investor, on the one hand, or the Company, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
 - (v) by the Company, if there has been a material violation or breach by the Investor or the Guarantor of any agreement, covenant, representation or warranty of the Investor or the Guarantor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor or the Guarantor, as the case may be, within five (5) Business Days of the Company providing notice to the Investor or the Guarantor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time; or
 - (vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within five (5) Business Days of the Investor providing notice to the Company of such breach, unless the Investor is itself in material breach of its own obligations under this Agreement at such time.
- (b) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1(a), the Company shall first obtain the prior written consent of the Monitor.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1(a) (*Cash Deposit*), 2.1(b) (*Share Deposit*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), 9.17 (*No Liability; Monitor Holding or Disposing Funds*), and 9.18 (*Third Party Beneficiaries*), which shall survive such termination. For the avoidance of doubt, any Liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

ARTICLE 9 GENERAL

9.1 Tax Returns

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns

have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

9.2 Survival

All representations, warranties, covenants and agreements of the Company, the Investor or the Guarantor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

9.3 Expenses

Except if otherwise agreed upon amongst the Parties, and subject to the terms of the DIP Term Sheet and the BNPP Credit Agreement, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). The Company acknowledges and agrees that: (i) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement, and (ii) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the implementation of the Transactions constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement.

9.4 Public Announcements

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, if applicable, the approval by the Court of this Agreement pursuant to the Approval and Vesting Order. In addition, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

9.5 Notices

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

Harte Gold Corp.
TD Canada Trust Tower
161 Bay St. Suite 2400,
Toronto, ON M5J 2S1

Attention: Frazer Bouchier / Graham du Preez

E-mail: fbourchier@hartegold.com / gdupreez@hartegold.com

with a copy to:

Stikeman Elliott LLP

5300 Commerce Court West,
199 Bay St.,
Toronto, ON M5L 1B9

Attention: Guy P. Martel/Claire Zikovsky/Danny Vu
E-mail: gmartel@stikeman.com / czikovsky@stikeman.com /
ddvu@stikeman.com

If to the Monitor to:

FTI Consulting Canada Inc.

79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin / Jeffrey Rosenberg
E-mail: nigel.meakin@fticonsulting.com /
Jeffrey.rosenberg@fticonsulting.com

with a copy to:

Goodmans LLP

Bay Adelaide Centre
333 Bay St. #3400,
Toronto,
ON M5H 2S7

Attention: Joseph Pasquariello/Christopher Armstrong
E-mail: jpasquariello@goodmans.ca / carmstrong@goodmans.ca

If to the Investor or the Guarantor:

1000025833 Ontario Inc. / Silver Lake Resources Limited

Attention: Len Eldridge
E-mail: leldridge@slrltd.com.au

with a copy to:

Osler, Hoskin & Harcourt LLP

First Canadian Place
100 King St. W Suite 6200
M5X 1B8

Attention: Marc Wasserman/Kathryn Esaw/Dave Rosenblat
E-mail: mwasserman@osler.com/kesaw@osler.com/drosenblat@osler.com

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.
- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

9.6 Time of Essence

Time shall be of the essence of this Agreement in all respects.

9.7 Further Assurances

The Company on the one hand, and the Investor and the Guarantor on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

9.8 Entire Agreement

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein, including the Original Subscription Agreement and the First A&R Subscription Agreement. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

9.9 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company, the Investor and the Guarantor (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.10 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Investor, the Guarantor or their respective Affiliates under the provisions of the DIP Term Sheet, the BNPP Credit Agreement or any other ancillary agreement or document thereto.

9.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.13 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

9.14 Attornment

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on such Party as provided in this Section 9.14 shall be deemed effective service of process on such Party.

9.15 Successors and Assigns

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

9.16 Assignment

Neither the Company nor the Guarantor may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Prior to Closing, the Investor may assign, upon written notice to the Company, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

9.17 No Liability; Monitor Holding or Disposing Funds

The Investor, the Guarantor and the Company acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Company in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and

successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing, whether in its capacity as Monitor, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Company on the one hand, and the Investor or the Guarantor on the other hand, with respect to the holding or disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any other obligation of the Monitor hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, then the Monitor may (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing into the Court for holding and disposition in accordance with the instructions of the Court, or (ii) hold the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Company and the Investor and the Guarantor directing the Monitor to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in the order.

9.18 Third Party Beneficiaries

Except with respect to: (i) the Monitor as expressly set forth in this Agreement (including Section 9.17), and (ii) ResidualCo. 1 as relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo. 1 as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.19 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.


[Remainder of page intentionally left blank. Signature page follows.]

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


HARTE GOLD CORP.

By: _____
Name: Frazer Bouchier
Title: Chief Executive Officer

1000025833 ONTARIO INC..

By:  _____
Name: Luke Tonkin
Title: Director

**SILVER LAKE RESOURCES LIMITED,
as Guarantor**

By:  _____
Name: Luke Tonkin
Title: Director

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

HARTE GOLD CORP.

By: Frazer Bouchier
Name: Frazer Bouchier
Title: Chief Executive Officer

100025833 ONTARIO INC..

By: _____
Name:
Title:

**SILVER LAKE RESOURCES LIMITED,
as Guarantor**

By: _____
Name:
Title:

SCHEDULE "A" FORM OF APPROVAL AND REVERSE VESTING ORDER

ON READING the Motion Record of the Company, including the affidavit of Frazer Bouchier sworn January [●], 2022 (the "**Bouchier Affidavit**") and the Exhibits thereto, the Second Report (the "**Second Report**") of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the Court-appointed Monitor of the Company (the "**Monitor**"), and on being advised that the secured creditors who are likely to be affected by this Order herein were given notice;

ON HEARING the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for the Investor and Silver Lake, and counsel for the Appian Parties (as defined in the Bouchier Affidavit), counsel for the Company's directors and officers and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated [●], 2022;

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation of the Subject Interests and the issuance of the Subscribed Shares to the Investor, including any such additional documents contemplated in the Subscription Agreement.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence set out in the Subscription Agreement and the steps contemplated thereunder:

- (a) the Company shall be released, from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (b) the Company shall be deemed to have: (i) transferred to ResidualCo. 1 the Excluded Assets and the Excluded Contracts Liabilities in consideration of the Excluded Assets and Contracts Promissory Note to ResidualCo. 1, and (ii) transferred to ResidualCo. 2 the Excluded Liabilities in consideration of the Excluded Liability Promissory Note to ResidualCo. 2;
- (c) all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in

connection with the share capital of the Company (the “**Subject Interest**”) shall be deemed terminated and cancelled for no consideration; and

- (d) all of the right, title and interest in and to the Subscribed Shares issued by the Company to the Investor shall vest absolutely in the Investor, and the Retained Assets will be retained by the Company, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), or any other personal property registry system or pursuant to the *Lands Title Act* (Ontario) or the *Mining Act* (Ontario) (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “B” hereto (the “**Permitted Encumbrances**”)) and, for greater certainty, all of the Encumbrances affecting or relating to the Subscribed Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscribed Shares and Retained Assets, as applicable.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of

conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Cash Consideration, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts and Excluded Liabilities had not been transferred to ResidualCo. 1 and ResidualCo. 2, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Company prior to Closing.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) Transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being

“Persons” and each being a **“Person”**) who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (e) any event that occurred on or prior to the delivery of the Monitor’s Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);
- (f) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;
- (g) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (h) any change of control of the Company arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

12. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 11 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company’s right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company’s rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

13. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 11 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Company under the Subscription Agreement and the related documents.

14. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

15. **THIS COURT ORDERS** that, from and after the Effective Time:

- (i) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (j) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;

- (k) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 1 or ResidualCo. 2, as applicable, in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and
- (l) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

16. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (m) the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects;
- (n) ResidualCo. 1 and ResidualCo. 2 shall be a companies to which the CCAA applies; and
- (o) ResidualCo. 1 and ResidualCo. 2 shall be added as applicants in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “*Applicant*” shall refer to and include ResidualCo. 1 and ResidualCo. 2, *mutatis mutandis*, (ii) “*Property*”, as defined in the Initial

Order granted by this Court on December 7, 2021 (as amended and/or restated, from time to time, the “**Initial Order**”), shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (including the Cash Consideration) (collectively, the “**ResidualCos. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos. Property.

17. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 16(a) hereof and the addition of ResidualCo. 1 and ResidualCo. 2 as applicants in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

18. **THIS COURT ORDERS** that, notwithstanding:

- (p) the pendency of these CCAA Proceedings;
- (q) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, ResidualCo. 1 or ResidualCo. 2 and any bankruptcy order issued pursuant to any such applications; and
- (r) any assignment in bankruptcy made in respect of the Company, ResidualCo.1 or ResidualCo. 2;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscribed

Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

RELEASES

19. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, (i) the present and former directors, officers, employees, legal counsel and advisors of the Company and of ResidualCo. 1 and ResidualCo. 2, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors, and (iii) the Investor, its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo.1 or ResidualCo. 2 or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or

wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

THE MONITOR

20. **THIS COURT ORDERS** that the Second Report and the activities of the Monitor set out in the Second Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

21. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo. 1 or Residual Co. 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2, or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

CURE COSTS

24. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Subscription Agreement shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is 30 days following the Effective Time or such

later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

GENERAL

25. **THIS COURT ORDERS** that, following the Effective Time, the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares and the Retained Assets.

26. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF [●] AND [●]

27. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

28. **THIS COURT DECLARES** that the Company shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof, provided that the transaction steps set out in

paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.

SCHEDULE A

Form of Certificate of Monitor

(see attached)

vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances (as defined below); and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-10 pandemic;

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

THE MONITOR CERTIFIES that it was advised by the Company and the Investor that:

1. The Investor has satisfied the Subscription Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Investor; and
4. This Certificate was delivered by the Monitor at _____ **[TIME]** on _____ **[DATE]**.

**FTI Consulting Canada Inc., in its capacity as
Monitor of Harte Gold Corp., and not in its
personal capacity**

Per: _____

Name:

Title:

SCHEDULE B

Permitted Encumbrances

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

SCHEDULE "B" SISP ORDER

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) MONDAY, THE 20th
)
MR. JUSTICE PENNY) DAY OF DECEMBER, 2021

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD CORP.**

SISP APPROVAL ORDER

THIS MOTION, made by Harte Gold Corp. (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, substantially in the form included in the Applicant's Motion Record, was heard this day via video-conference due to the ongoing COVID-19 pandemic.

ON READING the Notice of Motion of the Applicant, the affidavits of Frazer Bouchier respectively sworn on December 6, 2021 (the "**Initial Application Affidavit**") and December 15, 2021 (the "**Comeback Affidavit**", together with the Initial Application Affidavit, the "**Bouchier Affidavits**"), the Exhibits thereto and the First Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicant ("**FTI**" or the "**Monitor**"), filed;

ON HEARING the submissions of counsel for the Applicant, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited), counsel for the Appian Parties (as defined in the Bouchier Affidavits) and counsel for Orion Resource Partners (USA) LP and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of Ben Muller dated December 10, 2021;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them under the Procedures for the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP Procedures**") or the Amended and Restated Initial Order dated December 20, 2021.

APPROVAL OF THE STALKING HORSE BID, THE SISP AND THE SISP PROCEDURES

3. **THIS COURT ORDERS AND DECLARES** that the execution by the Applicant of the Amended and Restated Subscription Agreement dated as of December 15, 2021 in the form attached as Exhibit "C" to the Comeback Affidavit (the "**Stalking Horse Agreement**") is hereby authorized and approved, *nunc pro tunc*.
4. **THIS COURT AUTHORIZES** the Applicant to use the Stalking Horse Agreement as the "stalking horse bid" in the SISP (the "**Stalking Horse Bid**"). For greater certainty, nothing herein approves the transaction contemplated in the Stalking Horse Bid, and the approval of any transaction contemplated by the SISP, shall be determined on a subsequent motion made to this Court.
5. **THIS COURT ORDERS** that the SISP and the SISP Procedures, substantially in the form attached hereto, be and are hereby approved, and the Applicant and the Monitor are authorized and directed to carry out the SISP in accordance with the SISP Procedures and this Order, and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the SISP.
6. **THIS COURT ORDERS** that the Applicant, the Monitor and their respective affiliates, partners, directors, employees, advisors, lawyers, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Applicant or the Monitor, as applicable, as determined by the Court in a final order that is not subject to appeal or other review.

7. **THIS COURT ORDERS** that notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property.

8. **THIS COURT ORDERS** that the Applicant and the Monitor, or any other interested party on at least five (5) Business Days' notice to the lawyers for each of the Applicant, the Monitor and all other parties on the service list established in these proceedings, may apply to this Court for directions with respect to the SISP at any time.

PIPEDA

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant and the Monitor are hereby authorized and permitted to disclose and provide to each Qualified Bidder, personal information of identifiable individuals, including employees of the Applicant, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each Qualified Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant or the Monitor, as applicable, or, in the alternative, destroy all such information and provide confirmation of its destruction to the Applicant and the Monitor. The Successful Bidder shall maintain the privacy of such information and, upon closing of the Transaction contemplated in the Successful Bid, shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Applicant and the Monitor.

GENERAL

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

give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

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

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

A handwritten signature in blue ink, appearing to be "P. J.", is written above a solid horizontal line. The signature is stylized and cursive.

SCHEDULE "A"
SISP PROCEDURES

PROCEDURES FOR THE SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

- A. Since May 2021, Harte Gold Corp. ("**Harte Gold**"), with the assistance of, *inter alia*, FTI Consulting Canada Inc. ("**FTI**"), has been conducting a strategic review process (the "**Pre-Filing Strategic Process**") with a view to finding an investor or a purchaser who would allow Harte Gold to pursue its operations as a going concern and maximize value for stakeholders (the "**Opportunity**");
- B. During the Pre-Filing Strategic Process, 1000025833 Ontario Inc. (the "**Stalking Horse Bidder**") expressed interest in the Opportunity, which culminated with the execution on December 6, 2021 of a Subscription Agreement (as amended and restated on December 15, 2021, the "**Stalking Horse Bid**") between Harte Gold and the Stalking Horse Bidder, pursuant to which the Stalking Horse Bidder agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of a sale and investment solicitation process (the "**SISP**") to be undertaken within court-supervised proceedings to be commenced by Harte Gold under the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**"), and (ii) if the Stalking Horse Bidder is determined to be the Successful Bidder (as defined herein), to subscribe for and purchase from Harte Gold, the Subscribed Shares (as defined in the Stalking Horse Bid), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Harte Gold (the "**Stalking Horse Transaction**");
- C. On December 7, 2021 (the "**Filing Date**"), Harte Gold sought and obtained an initial order (as amended, supplemented or amended and restated from time to time, the "**Initial Order**") under the CCAA from the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"), pursuant to which, among other things, FTI was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**");
- D. On December 20, 2021 the CCAA Court granted an order (the "**SISP Order**"), among other things, approving the Stalking Horse Bid and the procedures set out herein (the "**SISP Procedures**");
- E. The purpose of these SISP Procedures is to set out terms and procedures for a transparent, fair and efficient solicitation process to obtain the highest or otherwise best offer for Harte Gold's equity, assets, rights, undertakings and properties (collectively, the "**Property**"); and
- F. Accordingly, these SISP Procedures describe, among other things: (a) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, (b) the manner in which bidders and bids become Qualified Bidders, Qualified Bids, and Auction Bidders, as applicable, (c) the evaluation of bids received, (d) the guidelines for the ultimate selection of the Successful Bid and/or Back-up Bid, and (e) the process for obtaining such approvals (including the approval of the CCAA Court) as may be necessary or appropriate in respect of a Successful Bid.

Defined Terms

1. Capitalized terms used in these SISP Procedures and not otherwise defined have the meanings given to them below:
 - (a) “**Approval Hearing**” is defined in paragraph 2.
 - (b) “**Approval Motion**” is defined in paragraph 25.
 - (c) “**Auction**” is defined in paragraph 22.
 - (d) “**Auction Bidders**” is defined in paragraph 23.
 - (e) “**Auction Date**” is defined in paragraph 2.
 - (f) “**Back-Up Bid**” is defined in paragraph 24.(i).
 - (g) “**Back-Up Bidder**” is defined in paragraph 24.(i).
 - (h) “**Bid**” is defined in paragraph 18.
 - (i) “**Bid Deadline**” is defined in paragraph 2.
 - (j) “**Business**” means Harte Gold’s business and activities as at Filing Date.
 - (k) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
 - (l) “**CA**” means the *Competition Act*, R.S.C., 1985, c. C-34, as amended.
 - (m) “**CCAA**” is defined in the introduction.
 - (n) “**CCAA Court**” is defined in the introduction.
 - (o) “**CCAA Proceedings**” is defined in the introduction.
 - (p) “**Closing**” means the completion of the transaction contemplated by the Successful Bid.
 - (q) “**Data Room**” is defined in paragraph 11.
 - (r) “**Deposit**” is defined in paragraph 18.(h)(x).
 - (s) “**Filing Date**” is defined in the introduction.
 - (t) “**FTI**” is defined in the introduction.
 - (u) “**Harte Gold**” is defined in the introduction.
 - (v) “**ICA**” means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.
 - (w) “**Initial Order**” is defined in the introduction.
 - (x) “**Initial Overbid Amount**” means \$500,000.

- (y) **“Known Potential Bidder”** means any party identified as a potential bidder by Harte Gold, in consultation with the Monitor, whether or not such party participated in the Pre-Filing Strategic Process, and for greater certainty shall include each party that has submitted a bid in the Pre-Filing Strategic Process.
- (z) **“Monitor”** is defined in the introduction.
- (aa) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/harte>.
- (bb) **“NDA”** means a non-disclosure agreement in form and substance satisfactory to Harte Gold, in consultation with the Monitor.
- (cc) **“Opening Bid”** is defined in paragraph 24.(b).
- (dd) **“Overbid”** is defined in paragraph 24.(e).
- (ee) **“Overbid Amount”** means \$500,000 or such higher amount as Harte Gold, in consultation with the Monitor, may determine in advance of any round of bidding in the Auction to be applicable for that round of the Auction.
- (ff) **“Participation Letter”** is defined in paragraph 7.(a).
- (gg) **“Potential Bidder”** is defined in paragraph 4.
- (hh) **“Pre-Filing Strategic Process”** is defined in the introduction.
- (ii) **“Property”** is defined in the introduction.
- (jj) **“Qualified Bid”** is defined in paragraph 18.
- (kk) **“Qualified Bidder”** is defined in paragraph 0.
- (ll) **“Required Acknowledgement”** means the written acknowledgement in the form attached hereto as Schedule “[B]” to be executed by a party wishing to participate in the SISP.
- (mm) **“SISP”** is defined in the introduction.
- (nn) **“SISP Order”** is defined in the introduction.
- (oo) **“SISP Press Release”** means a press release to be issued by Harte Gold substantially in the form attached hereto as Schedule “[C]”.
- (pp) **“SISP Procedures”** is defined in the introduction.
- (qq) **“Solicitation Materials Distribution Date”** is defined in paragraph 2.
- (rr) **“Solicitation Notice”** means a notice describing the opportunity to participate in the SISP.
- (ss) **“Stalking Horse Bid”** is defined in the introduction.
- (tt) **“Stalking Horse Bidder”** is defined in the introduction.
- (uu) **“Stalking Horse Transaction”** is defined in the introduction.

- (vv) **“Subscription Agreement”** means the template subscription agreement, in a form substantially similar to the Stalking Horse Bid, to be placed in the Data Room.
- (ww) **“Successful Bid”** is defined in paragraph 24.(i).
- (xx) **“Successful Bidder”** is defined in paragraph 24.(i).
- (yy) **“Superior Offer”** means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate of the “Subscription Price” as defined in and contemplated by the Stalking Horse Transaction plus the Initial Overbid Amount, including cash consideration sufficient to pay in cash the Cash Consideration (as defined in the Stalking Horse Bid) and amounts owing to the Stalking Horse Bidder under the BNPP Credit Agreement and under the DIP Term Sheet, and (ii) Harte Gold and the Monitor, each with the assistance of their legal advisors, consider to be better than the Stalking Horse Transaction.

Key Dates

2. The key dates for the SISP are as follows:

DATE	MILESTONE
By no later than 1 day following the issuance by the Court of the SISP Order (“Solicitation Materials Distribution Date”)	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time) (“Bid Deadline”)	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022 (“Auction Date”)	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with paragraph 21 (“Approval Hearing”)	Hearing of the Approval Motion

Supervision of the SISP

3. The Monitor shall supervise Harte Gold's conduct of the SISP as outlined herein. In the event that there is disagreement or clarification is required as to the interpretation or application of this SISP or the responsibilities of the Monitor or Harte Gold hereunder, the CCAA Court will have jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor, Harte Gold or any other interested party with a hearing which shall be scheduled on not less than three (3) Business Days' notice.

Solicitation of Interest

4. For all purposes of this SISP, the following persons shall be considered as potential bidders (each, a "**Potential Bidder**"): (i) the Known Potential Bidders, and (ii) any other party that executes a Required Acknowledgement and is permitted by Harte Gold, with the consent of the Monitor, to participate in the SISP.
5. As soon as reasonably practicable after the granting of the SISP Order:
 - (a) the Monitor will post the SISP Order and the SISP Procedures on the Monitor's Website; and
 - (b) Harte Gold will issue the SISP Press Release with Canada Newswire designating dissemination in Canada and internationally.
6. By no later than the Solicitation Materials Distribution Date, the Monitor, on behalf of Harte Gold, shall distribute the Solicitation Notice and form of Required Acknowledgement to Known Potential Bidders inviting the Known Potential Bidders to submit a bid pursuant to these SISP Procedures.

Participation Requirements

7. Subject to paragraph 8, in order to participate in the SISP, each Potential Bidder must deliver the following information and executed documents to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto:
 - (a) a letter (a "**Participation Letter**") setting forth (i) the identity, the type and the jurisdiction of organization of the Potential Bidder, (ii) the contact information for such Potential Bidder, (iii) full disclosure of the direct and indirect owners and principals of the Potential Bidder, and (iv) such financial disclosure and credit quality support or enhancement that allows Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a transaction pursuant to a Superior Offer;
 - (b) an executed NDA; and
 - (c) a copy of the Required Acknowledgment executed by the Potential Bidder.
8. Harte Gold, with the consent of the Monitor may waive compliance with paragraphs 7.(a) and 7.(b) of these SISP Procedures for any Potential Bidder that is deemed by Harte Gold, with the consent of the Monitor, to have adequately satisfied the requirements set forth in paragraphs 7.(a) and 7.(b), as applicable, during the Pre-Filing Strategic Process.

9. A Potential Bidder that has delivered the necessary documents and information in accordance with paragraphs 7 and 8 and that Harte Gold, in its reasonable business judgment, in consultation with the Monitor, determines is likely, based on the availability of financing, experience and other considerations, to be able to submit a Superior Offer by the Bid Deadline will be deemed to be a **“Qualified Bidder”**.
10. Notwithstanding paragraphs 7 to 0, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

Access to Data Room

11. Harte Gold, with the assistance of the Monitor, shall provide each Qualified Bidder with access to a secure online electronic data room (the **“Data Room”**) containing due diligence information.
12. The Monitor shall coordinate all reasonable requests from Qualified Bidders for additional information and due diligence access; provided that the Monitor and Harte Gold may decline to provide (or elect to withdraw access to) due diligence information to any Qualified Bidder (other than the Stalking Horse Bidder) who, at such time and in the reasonable business judgment of Harte Gold, after consultation with the Monitor, has not established (or there is otherwise a reasonable basis to doubt), that such Qualified Bidder intends in good faith to, or has the capacity to, consummate a transaction.
13. Harte Gold also reserves its right, in consultation with the Monitor, to withhold any diligence materials that Harte Gold determines are sensitive or otherwise not appropriate for disclosure to a Qualified Bidder that Harte Gold determines is (or is affiliated with) a competitor or is otherwise an entity to which the disclosure of sensitive or competitive information, in Harte Gold’s exercise of its reasonable business judgment (in consultation with the Monitor), may risk unduly placing Harte Gold at a competitive disadvantage or make it subject to regulatory scrutiny.
14. All due diligence and information requests must be directed to the Monitor at the email addresses specified in **Schedule A** hereto.
15. Harte Gold, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives make no promise, representation, warranty, condition or guarantee of any kind, nature or description as to the information (a) contained in the Data Room, or (b) otherwise made available in connection with this SISP, except, in the case of Harte Gold only, to the extent expressly contemplated in any executed definitive sale or investment agreement with a Successful Bidder.
16. Without limiting the generality of any term or condition of any NDA between Harte Gold and any Potential Bidder or Qualified Bidder, unless otherwise agreed by Harte Gold or ordered by the CCAA Court, no Potential Bidder or Qualified Bidder shall be permitted to have any discussions with (a) any counterparty to any contract with Harte Gold, any current or former director, manager, shareholder, officer, member or employee of Harte Gold, other than in the normal course of business and wholly unrelated to Harte Gold, the potential transaction, the Confidential Information (as defined in the NDA), the SISP or the CCAA Proceedings, and (b) any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, nothing herein shall prohibit secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, from communicating with each other, solely to discuss their secured interests in Harte Gold in their capacities as secured creditors, unless such secured creditors have been advised

by the Company or the Monitor that their secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder, in which case, such communications and discussions from that point on shall be made in the presence of the Monitor. At no time shall such secured creditors be entitled to communicate or discuss with one another or with any other Potential Bidder, Qualified Bidder or Auction Bidder regarding the SISF or any bids submitted or contemplated to be submitted pursuant thereto.

Qualified Bids

17. A Qualified Bidder that wishes to make a bid must deliver their bid to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto so as to be actually received by the Monitor not later than the Bid Deadline.
18. All offers submitted to the Monitor ("**Bids**") for consideration in accordance with paragraph 17, other than the Stalking Horse Bid which is deemed a Qualified Bid, must comply with all of the following requirements (any such complying Bid, a "**Qualified Bid**"):
 - (a) Subscription/Purchase Price: Each Bid must clearly set forth the subscription/purchase price in Canadian dollars, stated on a total enterprise value basis, (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);
 - (b) Executed Subscription Agreement or other Transaction Agreement: Each bid must be made by way of the submission of (a) a Subscription Agreement or (b) or such other form of transaction document as the Qualified Bidder may choose, in each case executed by the Qualified Bidder;
 - (c) Mark-up: Each Bid must include a full mark-up comparison of their executed Subscription Agreement or other form of transaction document against the form of Subscription Agreement (including all schedules and exhibits thereto) included in the Data Room, as well as any proposed forms of Orders to be sought from the CCAA Court.
 - (d) Bid Deadline: Each Bid must be received by the Bid Deadline as set forth herein;
 - (e) Superior Offer: Each Bid must represent a Superior Offer;
 - (f) Capital Structure: Each Bid must include information to enable Harte Gold and the Monitor to review and assess the financing/cash available post-closing to fund the business, and implement post-closing measures and transactions.
 - (g) Irrevocable Offer: Each Bid must be irrevocable until the earlier of (A) the approval by the CCAA Court of a Successful Bid (and the Back-Up Bid) and (B) 45 days following the Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the Closing (or the outside date as set forth therein);
 - (h) Executed Documents: Each Bid must be accompanied by a duly authorized and executed Subscription Agreement or other form of transaction document and an electronic copy of such agreement, as well as duly authorized and executed transaction documents necessary to effectuate the transactions contemplated

thereby;

- (i) Financial Wherewithal: Each Bid must include (A) written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction, and (B) the identification of any person or entity who may provide debt or equity financing for the Bid and any material conditions to be satisfied in connection with such financing;
- (ii) Authorization: Each Bid must include evidence, in form and substance reasonably satisfactory to Harte Gold, in consultation with the Monitor, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Bid;
- (iii) No Other Authorization, Diligence, Financing Conditions: Each Bid must not be conditional upon the following:
 - A. any internal approval(s);
 - B. the outcome of unperformed due diligence by the Qualified Bidder; or
 - C. obtaining financing;
- (iv) Identity: Each Bid must fully disclose the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (v) Contact Information: Each Bid must contain contact information for any business, financial or legal advisors retained or to be retained in connection with the proposed transaction;
- (vi) Regulatory Approvals: Each Bid must outline any anticipated regulatory and other approvals required to close the transaction, including any approvals under the CA and ICA, and the anticipated time frame and any anticipated impediments for obtaining such approvals and confirms that the Qualified Bidder will make and submit all necessary and applicable regulatory filings and pay all fees associated therewith;
- (vii) Disclaimer of Fees: Each Bid must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation;
- (viii) Treatment of Employees: Each Bid must include full details of the Qualified Bidder's intention towards offering continued employment to Harte Gold's employees and by providing details on the terms and conditions of employment that will be offered to any continuing employees. For greater certainty, each Bid must include the proposed number of employees of Harte Gold who will become employees of the bidder or remain employees of the Business. Each Bid must also include details on how the Qualified Bidder intends to address Harte Gold's

contemplated actions towards its employee population in the context of the restructuring process;

- (ix) Timeline: Each Bid must provide a timeline to closing with critical milestones;
- (x) Deposit: Each Bid, including the Stalking Horse Bid, must be accompanied by a refundable deposit (the “**Deposit**”) in the form of a wire transfer to an account specified by the Monitor, payable to the order of the Monitor, on behalf of Harte Gold, in trust, in an amount equal to five percent (5%) of the cash consideration contemplated by the Bid (including the Stalking Horse Bid), to be held and dealt with in accordance with the terms of this SISP;
- (xi) Terms of Court Order(s): Each Bid must describe the key terms and provisions to be included in any order of the CCAA Court approving the contemplated transaction;
- (xii) Precedent Investments in the Mining Industry: Each Bid must provide any relevant details of the previous investments or acquisitions, or any other experience a Qualified Bidder has and deemed relevant by such Qualified Bidder, in the mining industry, including the date, nature of the investment, amount invested, geography and any other relevant information related to such investment;
- (xiii) Prospective Plans: Each Bid should include the Qualified Bidder’s proposed plans for Harte Gold following consummation of a potential transaction, including intentions for Harte Gold’s operations as well as for management, employees and facilities;
- (xiv) Confirmation of no Collusion. Each Auction Bid should include confirmation by the Qualified Bidder that it has not engaged in any discussions or any other collusive behaviour with any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted in the SISP; and
- (xv) Other Information: Each Bid must contain such other information as may be reasonably requested by Harte Gold or the Monitor from time to time.

19. Notwithstanding anything herein to the contrary, Harte Gold, in consultation with the Monitor, will review and assess each Bid to determine whether such Bid is a Qualified Bid. In performing such review and assessment, Harte Gold, in consultation with the Monitor, may evaluate the following non-exhaustive list of considerations: (a) the subscription/purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing of the transaction; (c) the claims likely to be created by such Bid in relation to other Bids; (d) the counterparties to the transaction; (e) the terms of transaction documents, including, if applicable, the proposed revisions to the Stalking Horse Bid; (f) the closing conditions and other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; (h) the assets included or excluded from the Bid; (i) any restructuring costs that would arise from the Bid; (j) the likelihood and timing of consummating the transaction, (k) the financing or cash pro forma available post-closing to fund Harte Gold’s Business; (l) the capital sufficient to implement post-closing

measures and transactions; and (m) proposed treatment of the employees.

20. Harte Gold, in consultation with the Monitor, may reject any Bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these SISF Procedures; (iii) contrary to the best interest of Harte Gold; or (iv) not a Qualified Bid; provided that Harte Gold may, in consultation with the Monitor, waive strict compliance with any one or more of the requirements specified in paragraph 18 above and deem a non-compliant Bid to be a Qualified Bid.

Auction; Successful Bid

21. In the event that no Qualified Bid other than the Stalking Horse Bid is received, then (a) there will be no auction, (b) the Stalking Horse Bid will be deemed to be the Successful Bid, and (c) Harte Gold shall seek approval and authority to consummate the Stalking Horse Bid and the transactions provided for therein at the Approval Hearing.
22. If one or more Qualified Bids other than the Stalking Horse Bid are received, then Harte Gold, in consultation with the Monitor, shall conduct an auction to determine the highest or otherwise best Qualified Bid (the "**Auction**").
23. If the Auction is to take place, then as soon as practicable prior to the Auction, Harte Gold shall provide the Stalking Horse Bidder and all Qualified Bidders having submitted a Qualified Bid (the Stalking Horse Bidder and all Qualified Bidders, together, "**Auction Bidders**") with details of the time and place for the Auction and a copy of the Opening Bid for the Auction.
24. The Auction shall commence on the Auction Date and shall be held at the Toronto office of Stikeman Elliott LLP or by videoconference or such other arrangement acceptable to the Monitor. If the Auction is held at the Toronto office of Stikeman Elliott LLP and any Auction Bidder requests to participate by videoconference, Harte and the Monitor shall facilitate participation by videoconference. The Auction shall be conducted according to the following procedures:
 - (a) Participation: Harte Gold, in consultation with the Monitor, shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Each Auction Bidder must have, present or available, the individual or individuals with the necessary decision-making authority to submit Overbids and to make such necessary and ancillary decisions as may be required during the Auction. Only the authorized representatives, including counsel and other advisors, of Harte Gold, the Monitor, and each of the Auction Bidders shall be permitted to attend the Auction.
 - (b) Rounds. Bidding at the Auction shall be conducted in rounds. The Qualified Bid determined by Harte Gold and the Monitor to have the highest and/or best value shall constitute the "**Opening Bid**" for the first round of bidding. The highest and/or best Overbid at the end of each round shall constitute the "**Opening Bid**" for the following round. Harte Gold, in consultation with the Monitor, shall determine what constitutes the Opening Bid for each round in accordance with the assessment criteria set out in paragraph 24.(d) below. In each round, an Auction Bidder may submit no more than one Overbid. Harte Gold, in consultation with the Monitor, may impose such time limits for the submission of Overbids as it deems reasonable. For clarity, the Stalking Horse Bidder may submit an Overbid.

- (c) Failure to Submit an Overbid. If, at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder that submitted the Opening Bid for such round) fails to submit an Overbid, then such Auction Bidder may not participate in any future round of bidding at the Auction. Any Auction Bidder that submits an Overbid during a round (including the Auction Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. Any Auction Bidder that fails to submit an Overbid in a round (other than the Auction Bidder that submitted the Opening Bid for such round) may be required by Harte Gold and the Monitor to leave the Auction.
- (d) Bid Assessment Criteria. Harte Gold, in consultation with the Monitor, shall determine which Qualified Bid constitutes the Opening Bid for the first round of bidding and the determination of which Overbid constitutes the Opening Bid for each subsequent round of bidding, taking into account all factors that Harte Gold and the Monitor, with the assistance of their advisors, reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 19, above.
- (e) Overbids. All bids made during the Auction must be Overbids and shall be submitted in a form to be determined by Harte Gold, in consultation with the Monitor. The identity of each Auction Bidder and all material terms of each Overbid may be fully disclosed by Harte Gold to all other Auction Bidders participating in the Auction. The Monitor shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid (as defined below) and the Back-Up Bid. To be considered an “**Overbid**”, a bid made during the Auction must satisfy the following criteria:
 - (i) Minimum Consideration. The overall amount of consideration of any Overbid shall not be less than the value of the Opening Bid of the applicable round of bidding, plus the Overbid Amount; and
 - (ii) Remaining terms are the same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Bid set forth in paragraph 18 above (provided, for greater certainty, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits (subject to subsection (h) hereof)). To the extent not previously provided (which shall be determined by Harte Gold in consultation with the Monitor), an Auction Bidder submitting an Overbid must submit, as part of its Overbid, evidence acceptable to Harte Gold, in consultation with the Monitor, demonstrating such Auction Bidder’s ability (including financial ability) to close the transaction contemplated by its Overbid;
- (f) Overbid Alterations: An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the prior Overbid so long as, after giving effect to the same, the terms of the new Overbid are no less favorable than any prior Overbid of such Auction Bidder, as determined by Harte Gold in consultation with the Monitor.
- (g) Announcing Highest Overbids. At the end of each round of bidding, Harte Gold, in consultation with the Monitor, shall (i) review each Overbid made in such round; (ii) identify the highest and/or best Overbid; and (iii) announce the terms of such highest and/or best Overbid to all Auction Bidders entitled to participate in the next round of bidding. Such highest and/or best Overbid shall be the Opening

Bid for the next round of the Auction.

- (h) Adjournments. Harte Gold, in consultation with the Monitor, may, in its reasonable business judgment, make one or more adjournments in the Auction to, among other things: (i) facilitate discussions with individual Auction Bidders, including any discussion, negotiation or clarification of any Overbid; (ii) allow individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and/or best Overbid at any given time during the Auction; (iv) give Auction Bidders the opportunity to provide such additional evidence as Harte Gold may require, in its reasonable business judgment, that the Auction Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the Overbid amount; and (v) subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, may consider appropriate, facilitate any appropriate consultation by Harte Gold and/or Auction Bidders with third party stakeholders.
- (i) Closing the Auction. If, in any round of bidding, no Overbid is made, the Auction shall be closed and Harte Gold, in consultation with the Monitor and legal advisors: (i) declare the last Opening Bid as the successful Bid (the “**Successful Bid**” and the party submitting such Successful Bid, the “**Successful Bidder**”); (ii) immediately review the other Overbids made in the previous round (or the Qualified Bid if no Overbids were made at the Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) (the “**Back-Up Bid**” and the party submitting such Back-Up Bid, the “**Back-Up Bidder**”); and (iii) advise the Successful Bidder and the Back-Up Bidder of such determinations and all other Auction Bidders that they are not a Successful Bidder or a Back-Up Bidder. If a Back-up Bid is identified in accordance with this SISP, then such Back-up Bid shall remain open until the closing of the transaction contemplated by the Successful Bid.
- (j) Executed Documentation: The Successful Bidder and the Back-up Bidder (if any) shall, within two (2) Business Days after the conclusion of the Auction, or such longer delay acceptable to Harte Gold, in consultation with the Monitor, submit to Harte Gold executed revised documentation memorializing the terms of the Successful Bid and the Back-up Bid (if any). The Successful Bid and the Back-up Bid may not be assigned to any party without the consent of Harte Gold.
- (k) Reservation of Rights.
 - (i) Notwithstanding anything herein to the contrary, Harte Gold shall be under no obligation to accept the highest or the best Overbid or any Qualified Bid (other than the Stalking Horse Bid if no higher or better Qualified Bid is accepted) or to pursue or hold an Auction or to select any Successful Bid and/or Back-up Bid.
 - (ii) Harte Gold reserves its rights to modify the conduct of the Auction at any time, acting reasonably, in consultation with the Monitor, in any manner that would best promote the goals of the Auction process, including to select the Successful Bid and/or Back-up Bid prior to the completion of the Auction.
- (l) No Collusion. Each Auction Bidder shall be required to confirm that it has not engaged in any discussions or any other collusive behaviour with respect to the

submissions of Overbids. Harte Gold, in consultation with the Monitor, may permit discussions between Auction Bidders at the Auction, subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, considers appropriate. The parties agree that discussions between secured creditors of Harte Gold, including their affiliates, and their legal or financial advisors, regarding their secured interests in Harte Gold, shall not constitute collusive behaviour provided that such secured creditors comply with the requirements of paragraph 16 hereof.

Approval Motion

25. Harte Gold shall apply to the CCAA Court (the “**Approval Motion**”) for an order approving the Successful Bid and authorizing Harte Gold to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid. Such order shall also approve the Back-Up Bid, if any, in the event that the Successful Bid does not close for any reason.
26. The hearing of the Approval Motion will be held on the date of the Approval Hearing. The Approval Motion may be adjourned or rescheduled by Harte Gold or the Monitor, in consultation with the Successful Bidder, without further notice by an announcement of the adjourned date at the Approval Motion, or by notice to the service list in the CCAA Proceedings.
27. All Qualified Bids (other than the Successful Bid and the Back-Up Bid) will be deemed rejected on the date of approval of the Successful Bid by the CCAA Court.

Closing the Successful Bid

28. Harte Gold and the Successful Bidder shall take all reasonable steps to complete the transaction contemplated by the Successful Bid as soon as possible after the Successful Bid is approved by the CCAA Court. If the transaction contemplated by the Successful Bid has not closed by the outside date provided for in the Successful Bid or the Successful Bid is terminated for any reason prior to the outside date provided for in the Successful Bid, Harte Gold may elect, with the consent of the Monitor, to seek to complete the transaction contemplated by the Back-Up Bid, and will promptly seek to close the transaction contemplated by the Back-Up Bid. The Back-Up Bid will be deemed to be the Successful Bid and Harte Gold will be deemed to have accepted the Back-Up Bid only when Harte Gold has made such election and provided written notice of such determination to the Successful Bidder and the Back-Up Bidder.

General

29. All Deposits will be retained by the Monitor and deposited in a trust account. The Deposit (without interest thereon) paid by the Successful Bidder and Back-Up Bidder whose bid(s) is/are approved at the Approval Motion will be applied to the subscription/purchase price to be paid or investment amount to be made by the Successful Bidder and/or Back-Up Bidder, as applicable upon closing of the approved transaction and will be non-refundable, other than in the circumstances set out in the Successful Bid or the Back-Up Bid, as applicable. The Deposits (without interest) of Qualified Bidders and Auction Bidders not selected as the Successful Bidder and Back-Up Bidder will be returned to such bidders within five (5) Business Days after the selection of the Successful Bidder and Back-Up Bidder or any earlier date as may be determined by Harte Gold, in consultation with the Monitor. The Deposit of the Back-Up

Bidder, if any, shall be returned to such Back-Up Bidder no later than five (5) Business Days after Closing.

30. If a Successful Bidder breaches its obligations under the terms of the SISP, its Deposit shall be forfeited as liquidated damages and not as a penalty.
31. All bidders (including Auction Bidders and Qualified Bidders) shall be deemed to have consented to the exclusive jurisdiction of the CCAA Court and waived any right to apply to another jurisdiction in connection with any disputes relating to the SISP, including the qualification of bids, the Auction, if any, the construction and enforcement of the SISP, the transaction documents and the Closing, as applicable.
32. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.
33. There will be no amendments to this SISP without the consent of the Monitor and Harte Gold and, if such modification or amendment materially deviates from the key dates contemplated in Section 2 hereof, with the written consent of the Stalking Horse Bidder, or with the approval of the CCAA Court.
34. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, or any obligation to enter into any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, other than as specifically set forth in a definitive agreement that may be signed with Harte Gold.
35. Neither Harte Gold nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid and Back-Up Bid.

SCHEDULE A

Contact Information

Monitor

FTI CONSULTING CANADA INC.

TD South Tower,
79 Wellington Street West
Toronto Dominion Centre, Suite 2010
P.O. Box 104,
Toronto, ON
Canada, M5K 1G8

Attention of:

Nigel Meakin

Tel: (416) 649-8065
Email: nigel.meakin@fticonsulting.com

Jeffrey Rosenberg

Tel: (416) 649-8073
Email: jeffrey.rosenberg@fticonsulting.com

Dean Mullett

Tel: (416) 816-0733
Email: dean.mullett@fticonsulting.com

SCHEDULE B

Required Acknowledgement

Acknowledgement of the Sale and Investment Solicitation Process

TO: Harte Gold Corp. (“**Harte Gold**”)

AND TO: FTI Consulting Canada Inc., as monitor in the CCAA proceedings (the “**Monitor**”)

RE: Sale and Investment Solicitation Process in respect of Harte Gold

On December 7, 2021, the Ontario Superior Court of Justice [Commercial List] (the “**CCAA Court**”) granted an initial order (the “**Initial Order**”) in respect of Harte Gold pursuant to the *Companies’ Creditors Arrangement Act*, and FTI Consulting Canada Inc. was appointed as Monitor of Harte Gold.

On December 20, 2021, the CCAA Court granted, *inter alia*, an order (the “**SISP Order**”) approving the conduct of a sale and solicitation process (the “**SISP**”) by Harte Gold, with the assistance of the Monitor, in accordance with the procedures attached to the SISP Order (the “**SISP Procedures**”).

The undersigned hereby acknowledges having received a copy of the SISP Order and of the SISP Procedures, and that in order to participate in the SISP and submit a Bid (as defined in the SISP Procedures) that will be considered by Harte Gold, in consultation with the Monitor and their respective advisors, the undersigned must comply with the terms and provisions of the SISP Order and the SISP Procedures, which the undersigned hereby agrees to do.

This ____ day of _____, 2021.

[Insert Interested Party name]

By:
Title:

SCHEDULE C

SISP Press Release

Harte Gold Announces Extension of Stay Period, Approval of Increased DIP Financing and Approval of Sale and Investment Solicitation Process

Toronto – December 20, 2021 – As previously announced, on December 7, 2021, HARTE GOLD CORP. (“**Harte Gold**” or the “**Company**”) (TSX: HRT / OTC: HRTFF / Frankfurt: H4O) was granted creditor protection pursuant to an order (the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Pursuant to the Initial Order, the Company obtained protection from its creditors for an initial period of ten (10) days (the “**Stay Period**”) and FTI Consulting Canada Inc. was appointed as monitor of the Company (in such capacity, the “**Monitor**”).

On December 16, 2021, the Court granted an order pursuant to which the Stay Period was extended until December 21, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$2.5 million,

On December 20, 2021, the Court granted an Amended and Restated Initial Order (the “**ARIO**”) pursuant to which, *inter alia*, the Stay Period was extended until January 31, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$10.8 million.

On December 20, 2021 also, the Court also granted an order (the “**SISP Order**”) authorizing the Company to conduct, with the assistance of the Monitor, a sale and investment solicitation process (the “**SISP**”) in accordance with certain terms and conditions relating thereto (the “**SISP Procedures**”). As part of the SISP Order, the Court approved the Company’s execution of a subscription agreement (the “**Subscription Agreement**”) with 1000025833 Ontario Inc. (the “**Investor**”), a wholly-owned indirect subsidiary of Silver Lake Resources Limited (“**Silver Lake**”) (ASX: SLR) and the use of the Subscription Agreement as a “stalking horse bid” (the “**Stalking Horse Bid**”) in the context of the SISP, in order to establish the baseline consideration for the Company’s business and assets. Interested parties are invited to participate in the SISP and submit a superior proposal (each a “**Superior Proposal**”) to the Stalking Horse Bid. If no Superior Proposal is submitted to the Company and the Monitor as part of the SISP, the Investor shall be declared the successful bidder at the conclusion of the SISP and, if the transaction contemplated in the Subscription Agreement is subsequently approved by the Court, the Investor will become the sole shareholder of Company, which will continue its business and operations as a going concern. The SISP is intended to secure the highest or otherwise best offer for the Company’s business and assets, for the benefit of all stakeholders.

In order to participate in the SISP and obtain access to a virtual data room, all interested parties must comply with the terms and conditions set forth in the SISP Procedures, a copy of which is attached to the SISP Order and is also available on the Monitor’s website at <http://cfcanada.fticonsulting.com/harte>. Parties interested in participating in the SISP, should contact the Monitor at hartegold@fticonsulting.com.

All bids must be submitted to the Monitor by no later than January 14, 2022 at 5:00 p.m. (prevailing Eastern Time).

Additional Information

Further updates will be provided as appropriate. A copy of the Initial Order, the ARIO, the SISP Order, the SISP Procedures and all materials related thereto, as well as any other information regarding the CCAA proceedings, are available on the Monitor's website at <http://cfcanada.fticonsulting.com/harte>.

About Harte Gold Corp.

Harte Gold holds a 100% interest in the Sugar Zone mine located in White River, Canada. The Sugar Zone Mine entered commercial production in 2019. The Company has further potential through exploration at the Sugar Zone Property, which encompasses 81,287 hectares covering a significant greenstone belt. Harte Gold trades on the TSX under the symbol "HRT", on the OTC under the symbol "HRTFF" and on the Frankfurt Exchange under the symbol "H4O".

For further information, please visit www.hartegold.com or contact:

Shawn Howarth

Vice President, Corporate Development and Investor Relations

Tel: 416-368-0999

E-mail: sh@hartegold.com

Cautionary note regarding forward-looking information:

This news release includes "forward-looking statements", within the meaning of applicable securities legislation, which are based on the opinions and estimates of management and are subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar words suggesting future outcomes or statements regarding an outlook. Specific forward-looking statements in this press release include, but are not limited to, the Stay Period expiring on January 31, 2022; the Investor, if it is the successful bidder at the conclusion of the SISP and is approved by the Court, becoming the sole shareholder of Company in a transaction which provides for the continuation of its business and operations as a going concern; the DIP Financing providing Harte Gold with the liquidity required to continue the operations of Sugar Zone Mine until closing of a transaction; there being no recovery for holders of existing equity interests in the Company unless the successful bid at the conclusion of the SISP provides for significantly higher value than the Subscription Agreement; further updates being provided as appropriate; and the Company having further potential through exploration at the Sugar Zone Property. Forward-looking statements are necessarily based upon a number of estimates and assumptions including material estimates and assumptions related to the factors set forth below that, while considered reasonable by the Company as at the date of this press release in light of management's experience and perception of current conditions and expected developments, are inherently subject to significant business, economic, and competitive uncertainties and contingencies. Known and unknown factors could cause actual results to differ materially from those projected in the forward-looking statements, and undue reliance should not be placed on such statements and information. Such risks and uncertainties include, but are not limited to, the Strategic Review Process failing to result in a transaction that provides value to the Company's stakeholders; the Company being unable to secure sufficient financing to complete the Strategic Review Process; the Company being unable to continue as a going concern; the risk that the Company will not have adequate sources of funding to finance the Company's operations in the near future; the risk that the Company will not be able to obtain sufficient financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes; the risk that the Company has insufficient assets to meet its liabilities or satisfy its creditors; the Company being able to attract and retain qualified candidates to join the Company's management team and board of directors, risks associated with the mining industry, including operational risks in exploration, development and production; delays or changes in plans with respect to exploration or development projects or capital expenditures; the uncertainty of reserve estimates; the uncertainty of estimates and projections in relation to production, costs and expenses; the uncertainty surrounding the ability of the Company to obtain all permits, agreements, consents or authorizations required for its operations and activities; and health, safety and environmental risks, the risk of commodity price and foreign exchange rate fluctuations, the ability of Harte Gold to fund the capital and operating expenses necessary to achieve the business objectives of Harte Gold, the uncertainty associated with commercial negotiations and negotiating with contractors and other parties and risks

associated with international business activities, as well as other risks and uncertainties which are more fully described in the Company's Annual Information Form dated March 30, 2021, and in other filings of the Company with securities and regulatory authorities which are available on SEDAR at www.sedar.com. Due to the risks, uncertainties and assumptions inherent in forward-looking statements, prospective investors in securities of the Company should not place undue reliance on these forward-looking statements. Readers are cautioned that the foregoing list of risks, uncertainties and other factors are not exhaustive. The forward-looking statements contained in this news release are made as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking statements or in any other documents filed with Canadian securities regulatory authorities, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws. The forward-looking statements are expressly qualified by this cautionary statement. The Toronto Stock Exchange has not reviewed and does not accept responsibility for the adequacy or accuracy of this news release.

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

Court File No.: CV-21-00673304-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**AMENDED AND RESTATED
INITIAL ORDER**

STIKEMAN ELLIOTT LLP

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Lawyers for the Applicant

SCHEDULE "C" EXCLUDED ASSETS

Any and all of the Company's rights in respect of the retainers paid to Stikeman Elliott LLP, FTI Consulting Canada Inc., Goodmans LLP and Thornton Grout Finnigan LLP.

SCHEDULE "D" EXCLUDED CONTRACTS¹

1. All financing agreements other than the BNPP Credit Agreement, including without limitation:
 - a) Financing Agreement dated July 13, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp. and any amendments thereto including the Amending Agreement to the Financing Agreement dated August 28, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp.
 - b) Facility Agreement dated August 28, 2020, as between AHG (Jersey) Limited and Harte Gold Corp.
 - c) Bridge Loan Agreement dated May 3, 2018, as between ANR Investments B.V. and Harte Gold Corp.
2. Any and all employment agreements with Terminated Employees
3. The following engagement agreements:
 - a) Engagement Letter dated June 4, 2021, as between Jeffries LLC and Harte Gold Corp.
 - b) Engagement Agreement dated May 24, 2021, as between Scotia Capital Inc. and Harte Gold Corp.
 - c) Engagement Letter dated January 15, 2021, as between CIBC World Markets Inc. and Harte Gold Corp.
 - d) Engagement Letter dated June 8, 2021, as between Odeon Capital Group LLC and Harte Gold Corp.
 - e) Engagement Letter, dated June 3, 2021, between FTI Consulting Canada Inc. and Stikeman Elliott LLP, as subsequently amended on June 25, 2021.
4. All subscription agreements, including, without limitation:
 - a) Subscription, Standby Commitment and Facility Extension Agreement dated June 6, 2019, as between ANR Investments B.V. and Harte Gold Corp.
 - b) Subscription Agreement dated March 18, 2021, as between New Gold Inc. and Harte Gold Corp.
 - c) Subscription Agreement dated November 23, 2016, as between ANR Investments B.V. and Harte Gold Corp.
 - d) Subscription Agreement dated December 29, 2017, as between Orion Mine Finance Fund II LP and Harte Gold Corp.

¹ References to "Excluded Contracts" in this section shall include all related security and other documents to which Harte is party.

SCHEDULE "E" EXCLUDED LIABILITIES

1. All Liabilities relating to or arising from the Retained Contracts, prior to the commencement of the CCAA Proceedings, which are not royalties, Cure Costs or otherwise Pre-Filing Trade Amounts payable under the Retained Contracts (where such royalties, Cure Costs or Pre-Filing Trade Amounts shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap).
2. Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Company relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date, excluding, solely, any regulatory or environmental Liabilities owed to any Governmental Authority
3. All Liabilities relating to or arising from the Facility Agreement dated August 28, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between AHG (Jersey) Limited and Harte Gold Corp.
4. All Liabilities relating to or arising from the Financing Agreement dated July 14, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between ANR Investments 2 B.V. and Harte Gold Corp.

SCHEDULE "F" ENCUMBRANCES TO BE DISCHARGED

SCHEDULE "G" RETAINED CONTRACTS

All Contracts which are not listed as Excluded Contracts in Schedule D, including without limitation:

1. Contract No. HGC 18-6263 dated October 1, 2018, as between Glencore Canada Corporation and Harte Gold Corp. and any amendments thereto including Amendment No. 1 to Contract No. HGC 18-6263 dated May 27, 2019, as between Glencore Canada Corporation and Harte Gold Corp. and Amendment No. 2 to Contract No. HGC 18-6263 dated February 27, 2020, as between Glencore Canada Corporation and Harte Gold Corp.
2. Any obligations of the Company under the ISDA Master Agreement and Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company
3. All offtake agreements, including without limitation:
 - a) Offtake Agreement dated July 14, 2020, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
 - b) Offtake Agreement dated January 9, 2018, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
 - c) Offtake Agreement dated December 29, 2017, as between Orion (OMF Fund II SO Ltd.) and Harte Gold Corp. and any amendments thereto
4. All royalty agreements, including without limitation:
 - a) Royalty Agreement dated December 19, 2019, as between 2729992 Ontario Corp. and Harte Gold Corp.
 - b) Royalty Agreement dated August 28, 2020, as between 2729992 Ontario Corp. and Harte Gold Corp.
 - c) Net Profits Royalty, Schedule 3 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
 - d) Net Smelter Royalty, Schedule 4 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
 - e) Option Agreement dated June 28, 2010 between Harte Gold Corp., Lloyd Halverson, Eugene Belisle and John E. Ternowesky
 - f) Net Smelter Royalty, Schedule B to the Property Option Agreement dated August 14, 2017, as between Lloyd Halverson, Doug Kakeeway, John E. Ternowesky, and Harte Gold Corp.
5. The Impact Benefits Agreement dated April 2018 between Pic Mobert First Nation and Harte Gold Corp. (the "**Impact Benefits Agreement**");

6. The lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario;

SCHEDULE "H" SPECIFIC ASSUMED LIABILITIES

1. All Liabilities in respect of Employees, except for Liabilities relating to Terminated Employees

SCHEDULE "I" PERMITTED ENCUMBRANCES

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

SCHEDULE "J" PERMITS AND LICENSES

See Schedule "L".

SCHEDULE "K" MINERAL TENURES

Part I – Freehold Properties

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
1.	None	White River	Freehold	31082-0218	PCL 4507 SEC A WS; PT FARM LOCATION CK74 HUNT AS IN LT50339; WHITE RIVER	SR/MR
2.	None	White River	Freehold	31082-0219	PCL 4508 SEC AWS; PT FARM LOCATION CK74 HUNT AS IN L T50340; WHITE RIVER	SR/MR
3.	None	White River	Freehold	31082-0234	PCL 11183 SEC AWS; PT FARM LOCATION CK77 HUNT PT 1 1R6484; WHITE RIVER	SR/MR

Part II – Leasehold Properties

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
4.	1069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348, SSM1069349, SSM1069350	Hambleton and Odlum	Leasehold	31053-0001	MINING CLAIMS I 069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348, SSM1069349, SSM1069350 BEING PTS 1,2,3,4,5,6,7,8,9 PL IRI3039, EXCEPT SURFACE RIGHTS BEING PTS 2 TO 9 INCLUSIVE PL 1RI3039 HAMBLETON, ODLUM	SR/MR - Pt I, Plan IRI3039 MRO - Pts 2-9, Plan IR13039

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
5.	SSMI069332, SSMI069333, SSMI069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI069346	Hambleton	Leasehold	31054- 0003	MINING CLAIMS SSM1069332, SSMI069333, SSM1069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI 069346 HAMBLETON PT 1 IR 13011; DISTRICT OF ALGOMA	SR/MR
6.	PT MINING CLAIM SSM1232640	Gourlay and Strickla	Leasehold	31054- 0004	PT MINING CLAIM SSM 1232640 GOURLAY & STRICKLAND PT 2 IRI3011; DISTRICT OF ALGOMA	SR/MR
7.	PT MINING CLAIM SSM1235595	Gourlay	Leasehold	31054- 0005	PT MINING CLAIM SSM1235595 GOURLAY PT 3 IR 13011; DISTRICT OF ALGOMA	SR/MR
8.	PT MINING CLAIMS SSMI069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595	Hambleton, Gourlay, Strickland and Odium	Leasehold	31054- 0006	MINING RIGHTS ONLY PT MINING CLAIMS SSM1069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595 HAMBLETON, GOURLAY, STRICKLAND & ODLUM PTS 4-9 IR 13011; DISTRICT OF ALGOMA	MRO
9.	SSM937771, SSM937772, SSM937772, SSMI043806, SSMI043807, SSMI043808, SSMI043809, SSM1043810, SSMI069352, SSMI069353,	Hambleton, Odium and Strickland	Leasehold	31077- 0001	MINING CLAIMS SSM937771, SSM937772, SSM937772, SSMI043806, SSM1043807, SSM1043808, SSMI043809, SSMI043810, SSMI069352, SSMI069353,	SR/MR- Ptl, Plan IRI3019 MRO- Pts 2-8, Plan IR13019

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSMI069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSMI140642, SSM1140642, SSMI140643, SSMI140644, SSM1140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659, SSMI140660				SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSM 1069368, SSMI069369, SSMI069370, SSMI069371, SSMI140638, SSMI140639, SSMI140640, SSMI140641, SSMI140642, SSMI140643, SSMI140644, SSMI140645, SSMI140646, SSMI140647, SSMI140658, SSM1140659 & SSM1140660 BEING PTS 1,2,3,4,5,6, 7 & 8 PL 1R13019 EXCEPT SURFACE RIGHTS BEING PTS 2 TO 8 INCLUSIVE PL IR13019 1- IAMBLETON,ODLUM & STRICKLAND; CITY OF SAULT STE. MARIE	
10.	SSM937770, SSMI043803, SSM1043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250,	Hambleton and Odium	Leasehold	31078- 0001	MINING CLAIMS SSM937770, SSMI043803, SSM I 043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSM1078252, SSMI135499, SSM1194337 &	SR/MR- Pts 1,2, 3, 6 &10, Plan 1RI3038 MRO - Pts 4, 5, 7, 8, 9& 1 L Plan IRI3038

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSM1078251, SSMI078252, SSM1135499, SSM1194337, SMMI194340				SMM1194340 BEING PTS 1 TO 11 PL I R13038 EXCEPT SURFACE RIGHTS BEING PTS 4,5,7,8,9 & 11 PL IR13038 HAMBLETON ODLUM; CITY OF SAULT STE. MARIE	

Part III – Unpatented Mining Claims

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
100110	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
102261	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
102955	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102956	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102957	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
103256	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
103795	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
104062	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
108657	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
110507	Claim	Active	2018-04-10	2022-12-03	(142281) HARTE GOLD CORP.	1	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
111378	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111755	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111802	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
112652	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
113014	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
115744	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115745	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115746	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
115851	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
117345	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
117527	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118071	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
118285	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118287	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
119804	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
122945	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
125756	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
125769	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125817	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125852	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
127131	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
130537	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
131794	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
132528	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
133127	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
133689	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
133770	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
133895	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
134919	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
136581	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
136582	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
137166	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
141005	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
142088	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
142560	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
142645	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
142714	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
150290	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
150356	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
150477	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
151061	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
151151	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
151747	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
151748	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
153728	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154316	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154634	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
154859	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
155027	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
155301	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
155471	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155472	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
156716	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
157827	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
159665	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
159846	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
162381	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167174	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167200	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167201	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167881	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
168373	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
168606	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
168648	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168649	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168650	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168651	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
169308	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
170250	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170388	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170921	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170953	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170954	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
171296	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
171544	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
171922	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
173870	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
174320	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
175638	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
180576	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
180577	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
182897	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
183693	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
183874	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
184494	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
185100	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
185118	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
185737	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
186239	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186240	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186333	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
187120	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
188477	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
189153	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189186	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189211	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
192398	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
193853	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
196508	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
197174	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
199956	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
200170	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
200808	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
200809	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
201257	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
205218	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
205227	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
205228	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
205229	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
206596	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
206598	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
207283	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
208206	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208207	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
208950	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
208958	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
209282	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209283	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209284	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
219128	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
219164	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
220366	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220373	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220821	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
220822	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
221060	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
221158	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
225048	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
226382	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
227074	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
227577	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228206	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228212	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
229063	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
229139	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
234526	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
236538	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
237877	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
238950	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
244350	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
245152	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
245812	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
246627	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
252539	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
255917	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255918	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255919	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
260565	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
265078	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
265657	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
265862	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
265863	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
266283	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
266799	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266805	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267434	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
267440	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267591	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
271837	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
273604	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
273605	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274244	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274252	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
274857	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
274873	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
276267	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
276303	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
277728	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
281507	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
282751	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
286341	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286342	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286343	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286384	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286410	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
287517	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
287639	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
289563	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
290157	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
290563	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
293144	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
294235	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
294243	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
300518	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
302666	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
302669	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
302908	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
308490	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
311337	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317714	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317747	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
319552	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
322925	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
323310	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
324599	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
329144	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
330435	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
331171	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
332771	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
333357	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
334503	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
335993	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
336697	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
337943	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
344511	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
344618	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
514033	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
514035	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
530313	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530314	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530315	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530316	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
530317	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
530318	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
531016	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531017	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531018	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531019	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531020	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531021	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531022	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	22	2022-06-20
531023	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531024	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531025	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531026	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531027	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531031	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531046	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531047	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531048	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	23	2022-02-22
531079	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531080	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531081	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531082	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531083	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531084	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531085	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531086	Claim	Active	2018-09-10	2023-01-18	(142281) HARTE GOLD CORP.	24	2023-01-18
531087	Claim	Active	2018-09-10	2022-01-18	(142281) HARTE GOLD CORP.	24	2022-01-18
531088	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531089	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	20	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531090	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531091	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531092	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531093	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531094	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531095	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531096	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531097	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531098	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531099	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531100	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531111	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531112	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531113	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531114	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531115	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	23	2022-01-10
531116	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	24	2023-01-10
531117	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531118	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531119	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	20	2022-01-10
531120	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	15	2023-01-10
531121	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	16	2023-01-10
531126	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531139	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531151	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531152	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	17	2022-01-09
531153	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	22	2022-12-23
531154	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531155	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531156	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531157	Claim	Active	2018-09-10	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531160	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531161	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531162	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531163	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	15	2022-01-09
531164	Claim	Active	2018-09-11	2022-01-10	(142281) HARTE GOLD CORP.	18	2022-01-10
531165	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	13	2022-04-21
531166	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	2	2022-01-09
531167	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531168	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531169	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531170	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	23	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531171	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531172	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531173	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531174	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531175	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531176	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531177	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531178	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531179	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531180	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	23	2022-11-16
531181	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531182	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531183	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531184	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531185	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531195	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531196	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531197	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531198	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	19	2022-04-21
531199	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	2	2022-12-23
531200	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531201	Claim	Active	2018-09-11	2022-10-29	(142281) HARTE GOLD CORP.	5	2022-10-29
531202	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	23	2022-12-23
531203	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	21	2022-12-31
531204	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	12	2022-12-31
531205	Claim	Active	2018-09-11	2022-03-27	(142281) HARTE GOLD CORP.	12	2022-03-27
531206	Claim	Active	2018-09-11	2022-04-26	(142281) HARTE GOLD CORP.	24	2022-04-26
531207	Claim	Active	2018-09-11	2022-07-02	(142281) HARTE GOLD CORP.	4	2022-07-02

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531208	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	13	2022-12-31
531209	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	6	2022-12-23
531210	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	17	2022-12-23
531211	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	8	2022-12-23
531212	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	18	2022-12-31
531214	Claim	Active	2018-09-11	2022-07-20	(142281) HARTE GOLD CORP.	6	2022-07-20
531215	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	9	2022-12-31
531216	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	3	2022-12-31
531217	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	6	2022-12-31
531218	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	5	2022-12-31
531219	Claim	Active	2018-09-11	2022-11-20	(142281) HARTE GOLD CORP.	25	2022-11-20
531220	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531221	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531222	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531223	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531224	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531225	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531226	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531227	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531228	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	15	2022-12-03
531229	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531230	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531231	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531232	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531233	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	25	2022-12-22
531234	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531235	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531236	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531237	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531238	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	23	2022-12-22
531239	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	4	2022-12-22
531240	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531241	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531242	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	20	2022-12-17
531243	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531244	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	25	2022-12-17
531245	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531246	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531247	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531248	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531249	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531254	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	24	2022-06-13

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531255	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531256	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531257	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531258	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	12	2022-06-13
531259	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531264	Claim	Active	2018-09-12	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531265	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531266	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531267	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531268	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	10	2022-12-23
531269	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	3	2022-06-13
531270	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	16	2022-12-03
531271	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	20	2022-11-16
531272	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	3	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531273	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531274	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531275	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	21	2022-11-16
531276	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531277	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
531278	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	2	2022-11-16
531279	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
531280	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531281	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	25	2022-04-11
531282	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531283	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531284	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	23	2023-01-09
531285	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531286	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531287	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531288	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	21	2023-01-09
531289	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	14	2022-04-11
531290	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531291	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531292	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531293	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531294	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531295	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531296	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531297	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531298	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531299	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531300	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531301	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531302	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531304	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531305	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531306	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531309	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531316	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531317	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531331	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	19	2022-04-11
531332	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	24	2022-02-16
531333	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	12	2022-02-16
531334	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	25	2022-02-16
531335	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531336	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531337	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531338	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	24	2021-02-16
531340	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	17	2022-06-13
531341	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	2	2022-02-16
531342	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531343	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531344	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	18	2022-06-13
531345	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	2	2021-02-16
531346	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	4	2021-02-16
531347	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531348	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531349	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	16	2022-01-09
531350	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531351	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	24	2021-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531352	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	25	2021-01-09
532869	Claim	Active	2018-10-09	2022-04-10	(142281) HARTE GOLD CORP.	20	2022-04-10
537443	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	14	2022-09-12
537444	Claim	Active	2018-12-19	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	11	2022-12-27
537445	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	7	2022-09-12
537446	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	11	2022-04-11
537447	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	12	2022-04-11
537448	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537449	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
537450	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	22	2022-02-22
537451	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
537476	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
537478	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	6	2022-02-22
537479	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537500	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537502	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	15	2022-02-22
549597	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549623	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549624	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549625	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	22	2022-05-10
549626	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549916	Claim	Active	2019-05-15	2022-05-10	(142281) HARTE GOLD CORP.	25	2022-05-10
564908	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564909	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564958	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	11	2022-11-29

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
564959	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	25	2022-11-29
564960	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	20	2022-11-29
564961	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564962	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	19	2022-11-29
564963	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564964	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	23	2022-11-29
564965	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	22	2022-11-29
564966	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	17	2022-11-29
565900	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
565901	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29

Part IV – Additional Tenure IDs

1. 136581
2. 136582
3. 142560
4. 171296
5. 201257
6. 209282
7. 209283
8. 209284
9. 220821
10. 220822

11. 237877
12. 255917
13. 255918
14. 255919
15. 324599
16. 334503
17. 549597
18. 549623
19. 549624
20. 549625
21. 549626
22. 549916
23. 564908
24. 564909
25. 564958
26. 564959
27. 564960
28. 564961
29. 564962
30. 564963
31. 564964
32. 564965
33. 564966
34. 565900
35. 565901

SCHEDULE “L” MATERIAL PERMITS, LICENSES AND CONTRACTS

1. Insurance policies
 - a) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - b) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - c) Contract of Insurance with policy beginning October 31, 2020, as between Allianz Global Risks US Insurance Company, Chubb Insurance Company of Canada, The Sovereign General Insurance Company, Liberty Mutual Insurance and Harte Gold Corp.
 - d) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - e) Commercial Automobile Coverage dated October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - f) Commercial Coverage with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - g) Excess Follow Form Insurance Policy dated February 10, 2021 as between AIG Insurance Company of Canada and Harte Gold Corp.
 - h) Excess Liability with policy beginning October 31, 2020, as between Northbridge Insurance and Harte Gold Corp.
 - i) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2020, as between XL Specialty Insurance Company and Harte Gold Corp.
 - j) Excess Liability with policy beginning November 3, 2021, as between Northbridge Insurance and Harte Gold Corp.
 - k) Contract of Insurance with policy beginning October 31, 2021, as between Allianz Global Risks US Insurance Company, Stewart Specialty Risk Underwriting Ltd., The Sovereign General Insurance Company, Economical Mutual Insurance Company, and Harte Gold Corp.
 - l) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - m) Commercial Automobile Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - n) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2021, as between XL Specialty Insurance Company and Harte Gold Corp.

- o) Commercial Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

2. Closure Plan and Permits, Environmental Permits

- a) Any and all permits, approvals, agreements, or licences issued under or pursuant to the following statutes, as amended from time to time or regulations thereunder: the Mining Act, R.S.O. 1990, c. M.14, the Mining Tax Act, R.S.O. 1990, c. M.15, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Endangered Species Act, 2007, S.O. 2007, c. 6, the Public Lands Act, R.S.O. 1990, c. P.43, the Forest Fires Prevention Act, R.S.O. 1990, c. F.24, the Beds of Navigable Waters Act, R.S.O. 1990, c. B.4, the Lakes and Rivers Improvement Act, R.S.O. 1990, c. L.3, the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, the Canadian Navigable Waters Act, R.S.C., 1985, c. N-22, including but not limited to those permits, approvals, agreements, or licences listed at Schedule L, items 16 – 32, below.
- b) Sugar Zone Project Closure Plan and all amendments thereto
- c) Amended Environmental Compliance Approval 7924-BBLL6K, issued May 3, 2019 and all amendments thereto and notices thereunder
- d) Amended Environmental Compliance Approval 8479-B3QHJZ, issued September 20, 2018 and all amendments thereto and notices thereunder
- e) Amended Environmental Compliance Approval 2656-B2UG23, issued September 20, 2018 and all amendments thereto and notices thereunder
- f) Amended Environmental Compliance Approval 7268-AHYLJT, issued January 31, 2017 and all amendments thereto and notices thereunder
- g) Amended Environmental Compliance Approval 3215-9ZXM5X, issued September 30, 2015 and all amendments thereto and notices thereunder
- h) Amended Environmental Compliance Approval 7150-9XMLGX, issued July 16, 2015 and all amendments thereto and notices thereunder
- i) Environmental Compliance Approval 5475-98BPSI, issued January 15, 2014 and all amendments thereto and notices thereunder
- j) Environmental Compliance Approval 9197-992HFN, issued January 6, 2014 and all amendments thereto and notices thereunder
- k) Location Approval WAWA-LOC-01-2017, under the Lakes & Rivers Improvement Act, issued March 21, 2017
- l) Location Approval WAWA-LOC-01-2020, under the Lakes & Rivers Improvement Act, issued July 3, 2020

- m) Land Use Permit Application 1524-1001682, under the Public Lands Act, submitted February 8, 2018
- n) Permit to Take Water 8337-B3QJAH, issued September 20, 2018 and all amendments thereto and notices thereunder
- o) Permit to Take Water P-300-6062209462, issued November 2, 2019 and all amendments thereto and notices thereunder
- p) Permit to Take Water 5567-BVBPWM, issued November 19, 2020 and all amendments thereto and notices thereunder
- q) Permit to Take Water 7466-AREGML, issued September 20, 2018 and all amendments thereto and notices thereunder
- r) Permit to Take Water 1518-ASEGRK, issued September 20, 2018 and all amendments thereto and notices thereunder

3. Camp Services

- a) Quotation dated August 4, 2021 and executed August 23, 2021, as between Morris Group (Sudbury) Inc. and Harte Gold Corp.
- b) Contract Agreement dated November 7, 2017, as between Morris Group Sudbury Inc. and Harte Gold Corp.
- c) Amendment to Contract Agreement dated February 2018, as between Morris Group Sudbury Inc. and Harte Gold Corp.

4. Other Agreements

- a) Impact Benefits Agreement dated April 28, 2018 and Band Council Resolution dated April 26, 2018, as between Pic Mobert First Nation and Harte Gold Corp.
- b) Memorandum of Understanding between: Biigtigong Nishnaabeg (formerly Pic River First Nation) and Harte Gold Corp. dated August 1, 2018
- c) Exploration Agreement between Pic Mobert First Nation and Harte Gold Corp.
- d) Aboriginal Procurement Strategy: A Working Document Between Harte Gold Corp. and White Lake Limited Partnership dated June 27, 2019
- e) Longhole Drilling and Blasting Services Agreement dated July 4, 2018, as between Foraco Canada Ltd. and Harte Gold Corp.
- f) Underground Drilling Agreement dated January 21, 2021, as between Orbit Garant Drilling Services Inc. and Harte Gold Corp.

g) Closure Plan Surety Bond Agreement (Bond #: 800033223/962-019590) dated June 21, 2018, as between Harte Gold Corp. and Intact Insurance Company, and subsequent rider, dated February 1, 2019.

Appendix G

**Redline Comparison of the
Second Amended and Restated Subscription Agreement
against the Stalking Horse Bid**

1000025833 ONTARIO INC.

- AND -

SILVER LAKE RESOURCES LIMITED

- AND -

HARTE GOLD CORP.

SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

DATED ~~DECEMBER 15~~ JANUARY 19, ~~2021~~ 2022

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SCHEDULE "L" MATERIAL PERMITS, LICENSES AND CONTRACTS

SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

THIS SECOND AMENDED AND RESTATED SUBSCRIPTION AGREEMENT executed on ~~December 15~~ January 19, 2021- 2022 is made by and between:

1000025833 ONTARIO INC., a corporation incorporated under the laws of Ontario
(hereinafter, the "**Investor**")

-and-

SILVER LAKE RESOURCES LIMITED, a corporation incorporated under the laws of Australia

(hereinafter, the "**Guarantor**")

-and-

HARTE GOLD CORP., a corporation incorporated under the laws of Ontario

(hereinafter, the "**Company**")

RECITALS:

WHEREAS the Company is a public company based in Toronto, Ontario, whose business mainly consists of operating a gold mining operation commonly known as the "Sugar Zone Mining Operation", located on the Dayohessarah Greenstone Belt in northern Ontario, within the Sault Ste. Marie Mining Division;

WHEREAS the Company has commenced CCAA Proceedings in order to, *inter alia*, seek creditor protection and pursue the SISP with a view to implementing a transaction which will allow the continuation of its Business and operations, as a going concern;

WHEREAS on December 6, 2021, the Company and the Investor entered into a Subscription Agreement (the "**Original Subscription Agreement**") pursuant to which the Investor agreed to: (i) act as a "stalking horse bidder" in the context of the SISP and, (ii) if the Original Subscription Agreement and SISP Procedures were approved by the Court and the Original Subscription Agreement was subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures, to subscribe for and purchase from the Company, the Subscribed Shares, on the terms and conditions set out in the Original Subscription Agreement and in accordance with the Closing Sequence set out therein, in order to become the sole shareholder of the Company upon Closing;

WHEREAS pursuant to the Original Subscription Agreement, the Guarantor agreed to guarantee and be responsible for all of the obligations of the Investor pursuant to such agreement;

WHEREAS on December 15, 2021, the Company, the Investor and the Guarantor ~~have~~ agreed to amend and restate the terms of the Original Subscription Agreement and entered into an Amended and Restated Subscription Agreement (the "**First A&R Subscription Agreement**");

WHEREAS on December 20, 2021, the Court issued an order in the CCAA Proceedings authorizing and approving the execution by the Company of the First A&R Subscription Agreement as well as the use thereof as a "stalking horse bid" in the context of the SISP;

WHEREAS in the context of the SISP, the Investor and the Guarantor have agreed to increase the consideration previously offered as part of the First A&R Subscription Agreement, such that the Company, the Investor and the Guarantor have agreed, with the support of the Appian Parties, to amend and restate the First A&R Subscription Agreement in accordance with the terms and conditions set out herein and the Company, in consultation with the Monitor, has determined to designate this Agreement as the "Successful Bid" in the SISP;

NOW THEREFORE in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1~~ARTICLE 2~~ INTERPRETATION

1.1 ~~2.1~~ **Definitions.**

In this Agreement.

"Action" means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

"Administration Charge" has the meaning given to it in the Initial Order.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

"Agreement" means this Second Amended and Restated Subscription Agreement between the Investor and the Company, as may be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

"AHG" means AHG (Jersey) Limited.

"Appian Indebtedness" means all properly perfected and secured amounts and obligations owing by the Company to AHG under the Appian Facility Agreement as of the Closing Date in the amount agreed between the Appian Parties, the Investor and Silver Lake.

"Appian Facility Agreement" means the Facility Agreement entered into between the Company, as borrower, and AHG, as lender, on August 28, 2020.

"Appian Parties" means AHG (Jersey) Limited, ANR Investments 2 B.V., ANR Investments B.V. and any and all of their affiliates.

"Appian Royalty Agreements" means, collectively, (i) the 1.5% net smelter return royalty agreement, dated December 19, 2019 between 2729992 Ontario Corp. and the Company; and (ii) the 0.5% net smelter return royalty agreement, dated August 28, 2020, between 2729992 Ontario Corp. and the Company;

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"Approval and Reverse Vesting Order" means an order issued by the Court substantially in the form attached hereto as **Schedule "A"** and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably: (i) approving the Transactions; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Company, except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Investor under this Agreement), for no consideration (v) authorizing and directing the Company to issue the Subscribed Shares, and vesting in the Investor (or as it may direct) all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances

"Articles of Reorganization" means articles of reorganization to change the conditions in respect of the Company's authorized and issued share capital to provide for a redemption right in favour of the Company, which shall be in form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

"Assumed Liabilities" means (a) Liabilities specifically and expressly designated by the Investor as assumed Liabilities in **Schedule "H"** (b) Liabilities which relate to the Business under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing; (c) Cure Costs in relation to Retained Contracts and Pre-Filing Trade Amounts, up to a maximum aggregate amount of \$10,000,000 for such Cure Costs and such Pre-Filing Trade Amounts (the "**Cure Costs and Pre-Filing Trade Amounts—Amount Cap**"); ~~and~~ (d) the Excluded Liability Promissory Note and (e) all Post-Filing Trade Amounts. For greater certainty, ~~—~~ (a) the royalties payable by the Company under the Retained Contracts, as applicable, shall be subject to the Cure Costs and Trade Amounts—Pre-Filing Trade Amount Cap, provided that the royalties payable under the Appian Royalty Agreements and any other amounts payable to the Appian Parties shall be excluded from the calculation of the Cure Costs and Pre-Filing Trade Amount Cap; and (b) neither the Post-Filing Trade Amounts or any other amounts or obligations owing by the Company to any of the Appian Parties (including under the Appian Royalty Agreements) shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap.

"ASX" means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by that entity.

"Authorization" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

~~“Bid Deadline” means the deadline for the receipt by the Monitor of bids and deposits in accordance with the SISP Procedures.~~

“**BNPP Credit Agreement**” means the Amended and Restated Credit Agreement entered into between the Company, as borrower, and BNP Paribas, as lender, on August 28, 2020, as amended by a first amending agreement dated December 11, 2020, a second amending agreement dated June 8, 2021 and a third amending agreement dated November 17, 2021, and under which the rights and obligations of BNP Paribas as lender have been assigned to the Investor.

“**Books and Records**” means all books, records, files, papers, books of account and other financial data including Tax Returns related to the Retained Assets in the possession, custody or control of the Company, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

“**Business**” means the business and operations carried on by the Company as at the date of this Agreement and as at the date of Closing.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Ontario, Canada or the state of Western Australia, Australia.

“**Cash Consideration**” means a cash payment in an amount required to pay: (i) all claims ranking in priority to, or *pari passu* with, the amounts owing to the lenders under the BNPP Credit Agreement (including, for greater certainty, all professional fees, costs and expenses secured by the Administration Charge, but excluding the amounts owing under the DIP Term Sheet), plus (ii) the value of the Appian Indebtedness, plus (iii) the amounts necessary to fund the completion of the CCAA Proceedings and the bankruptcy of ResidualCo. 1 and ResidualCo. 2 upon completion of the Transactions, as determined by the Monitor, the Company and the Investor each acting reasonably, or as determined by the Court, which Cash Consideration shall be satisfied in accordance with Section 2.2(a).

“**Cash Deposit Escrow Account**” has the meaning set out in Section 2.1(a).

“**CCAA**” means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

“**CCAA Proceedings**” means the proceedings commenced by the Company under the CCAA.

“**Closing**” means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

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

“**Closing Sequence**” has the meaning set out in Section 6.2.

“**Closing Time**” means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

“**Company**” means Harte Gold Corp.

“**Company Share Proceeds**” has the meaning set out in Section 2.2(a).

“**Competition Act**” means the Competition Act, R.S.C., 1985, c. C-34.

"**Conditions Certificates**" has the meaning set out in Section 7.3.

"**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases, [any Real Property Leases](#) and any Contracts in respect of Employees.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Credit Bid Consideration**" has the meaning set out in Section 2.2(b).

"**Cure Costs**" means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of the Company's insolvency, the commencement of the CCAA Proceedings by the Company or the Company's failure to perform a non-monetary obligation.

"**Cash Deposit**" has the meaning set out in Section 2.1(a).

"**Determination Date**" means the date ~~on which this Agreement is determined or deemed to be the "Successful Bid" in accordance with the SISP Procedures, if applicable~~ [hereof](#).

"**DIP Lender**" means 1000025833 Ontario Inc.

"**DIP Term Sheet**" means the DIP Facility Loan Agreement dated as of December 6, 2021 between the Company and the DIP Lender, as may be amended from time to time in accordance with its terms.

"**Discharged**" means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

"**Employees**" means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and "**Employee**" means any one of them.

"**Encumbrances**" means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

"**Encumbrances to Be Discharged**" means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in **Schedule "F"**, and excluding only the Permitted Encumbrances.

"**Escrow Agreement**" means an escrow agreement (or such other agreement(s) as may be required to implement the matters described in clauses (i) and (ii) of this definition) to be entered into on or

prior to the Determination Date (in a form to be agreed ~~to by no later than January 12, 2021~~ [on or about the date hereof](#)) among the Monitor, as escrow agent, the Company and the Investor, each acting reasonably, pursuant to which, among other things: (i) the Monitor (or its designee) shall hold the Share Deposit in escrow and (ii) (A) ~~if this Agreement is declared or deemed the "Successful Bid" pursuant to the SISP Procedures,~~ the Share Deposit shall be sold in the market for and on behalf of the Company by no later than three (3) days prior to the Target Closing Date with the Share Proceeds being held in escrow and released on Closing in accordance with the Closing Sequence, and (B) if Closing does not occur for any reason or this Agreement is terminated, the Share Deposit and any Share Proceeds shall be dealt with in accordance with Section 2.1.

"Excluded Assets" means: (i) all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing; and (ii) those assets listed in **Schedule "C"**, an amended list of which may be delivered by the Investor no later than two (2) Business Days before the Closing Date.

"Excluded Assets and Contracts Promissory Note" has the meaning set out in Section 3.2,

"Excluded Contracts" means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule "D"**.

"Excluded Liabilities" means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, the non-exhaustive list of those certain Liabilities set forth in **Schedule "E"**, any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the Company may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Employees whose employment with the Company or its Affiliates is terminated on or before Closing and all Liabilities to or in respect of the Company's Affiliates. For avoidance of doubt, Excluded Liabilities shall not include any debts, obligations, Liabilities or Encumbrances that are or are deemed to be an interest in land and, to the extent that any of the Excluded Liabilities listed in Schedule "E" hereof is determined by the Court to be an interest in land (**"Interest in Land"**), such determination by the Court shall not constitute nor give rise to a breach under this Agreement and the Investor and the Guarantor shall remain bound by the terms of this Agreement, including the obligation to pay the Subscription Price, and any Interest in Land shall be deemed to be Assumed Liabilities hereunder.

"Excluded Liability Price" has the meaning set out in Section 3.1.

"Excluded Liability Promissory Note" has the meaning set out in Section 3.1.

"Existing Shares" means all issued and outstanding shares of the Company prior to Closing.

"Final Order" means, in respect of any Court Order, that such Court Order shall not have been vacated, set aside, or stayed, and that the time within which an appeal or request for leave to appeal must be initiated has passed with no appeal or leave to appeal having been initiated.

"First A&R Subscription Agreement" [has the meaning set out in the Recitals.](#)

"First Cash Deposit" [has the meaning set out in Section 2.1\(a\).](#)

"Governmental Authority" means the government of Canada, or any other nation, or of any political subdivision thereof, whether state, provincial (including the government of Ontario), territorial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or arbitrators, tribunal, central bank or other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions (including any applicable stock exchange).

"Guarantor" means Silver Lake Resources Limited.

"HST" means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

"Initial Order" means the Initial Order granted by the Court on December 7, 2021 in the context of the CCAA Proceedings, as [amended and restated on December 20, 2021, and as](#) such order may be [further](#) amended, restated or varied from time to time.

"Interim Period" means the period from the date that the SISP Order ~~is granted, to the earlier of the date that the offer submitted by the Investor pursuant to this Agreement is declared to not be the "Successful Bid" pursuant to the SISP Procedures or was granted, until~~ the Closing Time, ~~as applicable~~.

"Investment Canada Act" means the Investment Canada Act, R.S.C., 1985, c. 28.

"Investor" means 1000025833 Ontario Inc.

"Law" has the meaning set out in the definition of **"Applicable Law"**.

"Legal Proceeding" means any litigation, Action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Material Permits, Mineral Tenures, Licenses and Contracts" means those Permits, Licenses and Contracts listed in Schedule "L" and the Mineral Tenures.

"Mineral Tenures" means the mining claims, leases and other property rights of the Company listed in Schedule "K".

"Monitor" means FTI Consulting Canada Inc. in its capacity as monitor of the Company in the CCAA Proceedings, to the extent appointed by the Court, and shall include, as the context so requires, FTI Consulting Canada Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo. 1 or ResidualCo. 2 to the extent subsequently appointed as such.

"Monitor's Certificate" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

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

"Organizational Documents" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"Original Subscription Agreement" has the meaning set out in the Recitals.

"Outside Date" means March 31, 2022, or such other date as the Company (with the consent of the Monitor) and the Investor may agree to in writing.

"Party" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

"Permits and Licenses" means the permits, licenses, Authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, the Company, including, without limitation, as listed in **Schedule "J"**.

"Permitted Encumbrances" means the Encumbrances related to the Retained Assets listed in **Schedule "I"**, an amended list of which may be agreed to by the Investor, the Company and Monitor prior to the granting of the Approval and Reverse Vesting Order.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Property" means all machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties).

"Personal Property Lease" means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which the Company is a party or under which it has rights to use Personal Property.

"Pre-Filing Trade Amounts" means any accrued and unpaid amounts owing by the Company to third parties for goods and services provided to the Company by third parties in connection with the Business relating to the period prior to December 7, 2021, that are unpaid as of the Closing, which, for certainty, shall not include any liabilities relating to Excluded Contracts.

"Post-Filing Trade Amounts" means any accrued and unpaid amounts owing by the Company to third parties for leased or financed equipment and for goods and services provided to the Company by third parties in connection with the Business and in respect of any royalty owing by the Company, all in relation to the period starting as and from December 7, 2021, that are unpaid as of the Closing (but excluding, for the avoidance of doubt, the professional fees, costs and expenses secured by the Administration Charge that shall be satisfied from the Cash Consideration).

"Purchase and Sale Transactions" means the transactions contemplated by this Agreement which provide for, among other things, (a) the issuance by the Company of the Subscribed Shares to the Investor in consideration for the Subscription Price, (b) the assignment by the Company to ResidualCo1 of the Excluded Assets and Excluded Contracts in consideration for the Excluded Assets and Contracts Promissory Note, and (c) the assignment by the Company to ResidualCo2 of

the Excluded Liabilities in consideration for the Excluded Liability Promissory Note, each on and subject to the terms set forth herein.

“RBC Commission” means the brokerage commission owing by the Investor to Royal Bank of Canada in connection with the Transactions.

“Real Property Leases” means [the lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario.](#)

“Related to the Business” means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

“Representative” when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

“ResidualCo. 1” means a corporation to be incorporated by the Company in advance of Closing, to which the Excluded Assets and Excluded Contracts will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

“ResidualCo. 2” means a corporation to be incorporated in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.

“Retained Assets” has the meaning set out in Section 3.2.

“Retained Contracts” means those Contracts listed in **Schedule “G”**.

“Second Cash Deposit” has the meaning set out in [Section 2.1\(a\)](#).

“Second Cash Deposit Proceeds” has the meaning set out in [Section 2.1\(b\)](#).

“Share Deposit” has the meaning set out in Section 2.1(b).

“Share Proceeds” means the gross proceeds from the sale of the Share Deposit pursuant to and in accordance with the Escrow Agreement, less any transaction costs and any fees and expenses payable pursuant to the Escrow Agreement, including an indemnity payable to the Company by the Investor in connection with any Tax Liability which may result from the sale of the Share Deposit in accordance with the Escrow Agreement or the Company being required for any reason [in accordance with the terms of this Agreement](#), to return any portion of the Share Proceeds to the Guarantor.

“Shortfall Deposit” has the meaning set out in Section 2.1(c).

“Silver Lake Parties” means 1000025833 Ontario Inc., Cue Minerals Pty Ltd. and Silver Lake Resources Limited.

“Silver Lake Shares” means fully paid ordinary shares of the Guarantor, which shall be freely transferrable under applicable Australian securities laws and in Canada.

“SISP” means the Sale and Investment Solicitation Process ~~to be~~ conducted by the Company in the context of the CCAA Proceedings in accordance with the SISP Procedures;

~~“SISP Order” means an order issued by the Court substantially in the form attached hereto as Schedule “B” and otherwise acceptable to the Investor, the Company and the Monitor, each acting reasonably, approving, among other things, the SISP, the SISP Procedures and the use of this Agreement as the Stalking Horse Bid;~~

“SISP Order” means the SISP Approval Order of the Court dated December 20, 2021, a copy of which is attached hereto as Schedule “B”;

“SISP Procedures” means the procedures governing the SISP, ~~substantially~~ in the form appended as Schedule A to the SISP Order;

~~“Stalking Horse Bid” means the stalking horse offer submitted by the Investor pursuant to this Agreement.~~

“Subscribed Shares” means 100 Common Shares in the capital of the Company, to be subscribed for by the Investor and issued by the Company, in accordance with the terms of this Agreement.

“Subscription Price” has the meaning set out in Section 2.2.

“Target Closing Date” means February 18, 2022, or such other date as the Company (with the consent of the Monitor and the DIP Lender) and the Investor may agree to in writing.

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

“Tax Returns” means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“Taxes” or “Tax” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“Terminated Employees” means those individuals employed by the Company whose employment will be terminated by the Company prior to Closing, as per ~~a the~~ list ~~to be~~ provided by the Investor to the Company ~~by no later than the Bid Deadline~~ on January 14, 2022.

~~“Trade Amounts” means any accrued and unpaid trade payables of the Company to third parties in connection with the Business that are unpaid as of the Closing.~~

“Transaction Taxes” means all documentary, stamp, transfer, sales and transfer taxes, registration charges and transfer fees, including HST, use, value added, and excise taxes and all filing and

recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

“**Transactions**” means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions.

“**VWAP**” means the volume weighted average trading price of Silver Lake Shares for the applicable period on the ASX (or if the Silver Lake Shares are no longer traded on the ASX, on such other exchange as the Silver Lake Shares are then traded) or if not such prices are available for such applicable period, “VWAP” shall be the fair value per Silver Lake Share as reasonably determined by the board of directors of the Guarantor.

1.2 2.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 2.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

1.4 2.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

1.5 2.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without

limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, ~~re-re~~enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.6 2.6 Exhibits and Schedules

- (a) The following are the Exhibits and Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

Schedule “A”	-	Form of Approval and Reverse Vesting Order
Schedule “B”		Form of SISP Order
Schedule “C”	-	Excluded Assets
Schedule “D”	-	Excluded Contracts
Schedule “E”	-	Excluded Liabilities
Schedule “F”	-	Encumbrances to be Discharged
Schedule “G”		Retained Contracts
Schedule “H”		Assumed Liabilities
Schedule “I”	-	Permitted Encumbrances
Schedule “J”		Permits and Licenses
Schedule “K”		Mineral Tenures
Schedule “L”		Material Permits, Licenses and Contracts

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

~~ARTICLE 2~~ARTICLE 3

SUBSCRIPTION FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES

2.1 ~~3.1~~Deposit

- (a) Cash Deposit: As a deposit for the Subscription Price, the Investor shall pay to the Monitor, ~~by wire transfer of immediately available funds, an amount of \$100,000 (the “Cash Deposit”), within two (2) days of the granting of the SISP Order by the Court, which Cash Deposit shall be held in escrow by the Monitor in a non-interest bearing account on behalf of the Company.~~
- (i) by wire transfer of immediately available funds, an amount of \$100,000 (the “First Cash Deposit”) within two (2) days of the granting of the SISP Order by the Court, which First Cash Deposit has already been paid by the Investor in accordance with the First A&R Subscription Agreement, and which is held in escrow by the Monitor in a non-interest bearing account on behalf of the Company (the “Cash Deposit Escrow Account”); and
- (ii) (~~a~~)an amount of US\$1,693,658.72, which represents approximately five percent (5%) of the Appian Indebtedness, to be funded from the first available Share Proceeds (the “Second Cash Deposit”, together with the First Cash Deposit, the “Cash Deposit”). The Second Cash Deposit shall be held in escrow by the Monitor, together with the First Cash Deposit, in the Cash Deposit Escrow Account. The Monitor is hereby irrevocably directed by the Investor and Silver Lake to fund the Second Cash Deposit from the first available Share Proceeds.
- (iii) If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit will be forthwith refunded in full to the Investor (without interest, offset or deduction). If the Agreement is terminated by the Company pursuant to Section 8.1(a)(v), the Cash Deposit shall become the property of, and shall be transferred to, the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions; For the avoidance of doubt, the Share Proceeds that form the Second Cash Deposit shall be exclusively subject to this Section 2.1(a)(iii) in the event of a termination of this Agreement.
- (b) Share Deposit: As a deposit for the Subscription Price, the Guarantor shall issue the Silver Lake Shares in the name of the Company, in a number equal to the amount of the Appian Indebtedness, divided by the VWAP of the Silver Lake Shares for the five (5) trading days prior to the Determination Date (the “Share Deposit”). The Share Deposit shall be: (i) provided to the Monitor (or its designee), subject to and in accordance with the Escrow Agreement, as soon as practicable after the Determination Date but no later than five (5) days after the Determination Date and (ii) thereafter sold for the benefit of the Company by a broker selected by the Investor which is acceptable to the Guarantor, the Company and the Monitor, acting reasonably in accordance with the Escrow Agreement. The first available portion of the Share Proceeds in an amount equal to the Second Cash Deposit (the “Second Cash Deposit Proceeds”) shall be transferred to and held by the Monitor, on behalf of the Company, and deposited into the Cash

Deposit Escrow Account, together with the First Cash Deposit. All Share Proceeds (other than the Second Cash Deposit Proceeds) shall be deposited in an escrow account (distinct and separate from the Cash Deposit Escrow Account, as provided for in the Escrow Agreement. If the Closing does not occur for any reason or the Agreement is terminated, any remaining portion of the Share Deposit shall be sold pursuant to the Escrow Agreement and, thereafter, the Share Proceeds (other than the Second Cash Deposit Proceeds, which will be dealt with in accordance with Section 2.1(a)) will be forthwith returned to the Guarantor (without interest, offset or deduction, except that the Company or the Monitor, on behalf of the Company, shall be authorized to withhold or otherwise offset or deduct any Tax Liability which may be applicable in connection with the sale of the Share Deposit in accordance with the Escrow Agreement or the return of any portion of the Share Deposit and/or Share Proceeds by the Company to the Guarantor in accordance with this Agreement, and the Guarantor hereby agrees to fully indemnify the Company in connection with any such Tax Liability).

- (c) **Shortfall Deposit:** If the Share Proceeds from the sale of the entire Share Deposit are not sufficient to pay the Appian Indebtedness in full, the Investor shall pay to the Monitor as a deposit for the payment of the Subscription Price, a cash amount equal to the difference between the Share Proceeds and the amount of the Appian Indebtedness (the "**Shortfall Deposit**"), such Shortfall Deposit to be paid on or prior to the Closing Date.

2.2 **3.2** Subscription Price

The subscription price for the Subscribed Shares shall be an amount equal to the aggregate of the following (the "**Subscription Price**"):

- (a) **Cash Consideration:** The Cash Consideration, which shall be satisfied as follows: (i) by the release of the Cash Deposit by the Monitor to the Company, (ii) by the release of the Share Proceeds (other than the Second Cash Deposit Proceeds) up to a maximum of the amount of the Appian Indebtedness less the amount of the Second Cash Deposit Proceeds (the "**Company Share Proceeds**") pursuant to and in accordance with the terms of the Escrow Agreement; (iii) by the release of the Shortfall Deposit (if any) by the Monitor to the Company and (iv) by wire transfer to the Monitor of immediately available funds in the amount of the balance of the Cash Consideration. The Cash Consideration will be subsequently transferred to ResidualCo. 1 and ResidualCo. 2, in payment of the Excluded Assets and Contracts Promissory Note and Excluded Liability Promissory Note, on the Closing Date and in accordance with the Closing Sequence;
- (b) **Credit Bid Consideration:** An amount equivalent to all amounts and obligations owing by the Company to the Investor under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet, which the Investor shall cause the release thereof in favour of the Company at Closing (the "**Credit Bid Consideration**"); and

- (c) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities which the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence.

The Guarantor agrees to guarantee and be responsible for all of the Investor's obligations contemplated in this Agreement, including, without limitation, the Investor's obligation to pay the Cash Consideration. The Guarantor also agrees to deliver the Share Deposit in accordance with 2.1(b).

~~ARTICLE 3~~**ARTICLE 4** TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

3.1 ~~4.1~~**Transfer of Excluded Liabilities to ResidualCo. 2**

On the Closing Date and in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 and the Company shall issue to ResidualCo. 2 an interest-free promissory note (the "**Excluded Liability Promissory Note**") in an amount equal to a portion, to be agreed upon between the Parties, of the Cash Consideration (the "**Excluded Liability Price**") in consideration for ResidualCo. 2 assuming the Excluded Liabilities. The Excluded Liabilities shall be transferred to and assumed by ResidualCo. 2 in accordance with the Closing Sequence, pursuant to the Approval and Reverse Vesting Order. Notwithstanding any other provision of this Agreement, neither the Investor nor the Company shall assume or have any Liability for any of the Excluded Liabilities and the Company and its assets, undertaking, business and properties shall be fully and finally Discharged from all Excluded Liabilities as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Liabilities to ResidualCo. 2 and the assumption of the Excluded Liabilities by ResidualCo. 2.

3.2 ~~4.2~~**Transfer of Excluded Assets and Excluded Contracts to ResidualCo. 1**

On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Mineral Tenures, Retained Contracts, Permits and Licenses and Books and Records (the "**Retained Assets**"), except, however, any assets sold in the ordinary course of business during the Interim Period. For greater certainty, the Retained Assets shall not include the Excluded Assets or the Excluded Contracts, which the Company shall transfer to ResidualCo. 1, in accordance with the Closing Sequence, on the Closing Date and same shall be vested in ResidualCo. 1 pursuant to the Approval and Reverse Vesting Order, all in consideration of an interest-free promissory note ("the **Excluded Assets and Contracts Promissory Note**") in an amount equal to the portion of the Cash Consideration in excess of the Excluded Liability Promissory Note. For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transaction Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo. 1.

~~ARTICLE 4~~**ARTICLE 5** REPRESENTATIONS AND WARRANTIES

4.1 ~~5.1~~**Representations and Warranties as to the Company**

Subject to the issuance of the Approval and Reverse Vesting Order, the Company represents and warrants to the Investor as follows and acknowledge and agree that the Investor is relying upon such

representations and warranties in connection with the subscription by the Investor of the Subscribed Shares:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no Legal Proceedings pending against the Company with respect to, or in any manner affecting, title to the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Retained Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the Company from fulfilling any of its obligations set forth in this Agreement.
- (f) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Company and its affiliates, are in each case less than \$300 million, calculated in accordance with the Competition Act and the regulations enacted thereunder.
- (g) Material Permits, Mineral Tenures, Licenses and Contracts. The Material Permits, Mineral Tenures, Licenses and Contracts are in full force and effect.

4.2 5.2 Representations and Warranties as to the Investor and the Guarantor

The Investor and the Guarantor, as applicable, each represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the issuance by the Company of the Subscribed Shares.

- (a) Incorporation and Status. Each of the Investor and the Guarantor is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by each of the Investor and the Guarantor of this Agreement has been authorized by all necessary corporate action.

- (c) No Conflict. The execution, delivery and performance by the Investor and by the Guarantor of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor or of the Guarantor, or Applicable Law.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and by the Guarantor, and constitutes a legal, valid and binding obligation of the Investor and of the Guarantor, enforceable against each of them in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. Other than with respect to the RBC Commission which shall be satisfied by the Investor, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement.
- (f) Litigation. There are no Legal Proceedings pending, or to the knowledge of the Investor or of the Guarantor, threatened against the Investor and/or the Guarantor before any Governmental Authority, which would: (i) prevent the Investor or the Guarantor from paying the Subscription Price to the Company; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions contemplated by this Agreement or (iii) which would reasonably be expected to delay, restrict or prevent the Investor from fulfilling any of its obligations set forth in this Agreement.
- (g) Investment Canada Act. The Investor is a "Canadian" or a "WTO Investor" or a "Trade Agreement Investor" within the meaning of the Investment Canada Act.
- (h) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; and (ii) any regulatory approvals required to be obtained pursuant to this Agreement, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the Investor's and the Guarantor's execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by the Investor hereunder, including the subscription of the Subscribed Shares hereunder.
- (i) Financial Ability. The Investor has cash on hand and/or firm financing commitments from lenders in amounts sufficient to allow it to pay the Cash Deposit, the balance of the Cash Consideration and all other costs and expenses in connection with the consummation of the Transactions and the Investor will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.
- (j) Competition Act. The aggregate book value of assets in Canada, and the annual gross revenues from sales in, from or into Canada, of the Investor and its affiliates, are in each case less than \$100 million, calculated in accordance with the Competition Act and the regulations enacted thereunder
- (k) Residence of Investor. The Investor is not a non-resident of Canada within the meaning of the Tax Act.

- (l) Silver Lake Shares. The issuance of the Silver Lake Shares has been duly authorized by the Guarantor. The Silver Lake Shares will be validly issued as fully paid shares in compliance with, and will be freely transferrable under, all applicable Australian securities laws. The Silver Lake Shares will be quoted by the Australian Securities Exchange under security code “SLR”.

4.3 ~~5.3~~ **As is, Where is**

The Subscribed Shares shall be issued, sold and delivered to the Investor subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Subscribed Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Company in the context of the Transaction on an “*as is where is*” basis.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Reverse Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible or required to be remitted by the Company or any other Party on or after Closing and the quantum of such Liability, if any, and the Investor acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company in order to make an independent analysis of same.

~~ARTICLE 5~~ **ARTICLE 6** COVENANTS

5.1 ~~6.4~~ **Target Closing Date**

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

5.2 ~~6.2~~ **Application for SISP Order and Motion for Approval and Reverse Vesting Order**

As soon as practicable after the execution of this Agreement, the Company ~~shall (a) serve and file a motion seeking the issuance of the SISP Order and, (b) following the conduct of the SISP and if this Agreement is determined to be the “Successful Bid” in accordance with the SISP Procedures,~~ serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.

The Company shall diligently use its commercially reasonable efforts to seek the issuance and entry of ~~the SISP Order and, if applicable,~~ the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such ~~orders~~ order. The Company’s ~~application and~~ motion materials ~~seeking (i) the SISP Order and (ii) the Approval and Reverse Vesting Order (if this Agreement is determined to be the “Successful Bid” in accordance with the SISP Procedures)~~ shall be in form and substance satisfactory to the Investor, acting reasonably. The Company will provide to the Investor a reasonable opportunity to review a draft of the ~~application and~~ motion materials to be served and filed with the Court, it being acknowledged that such ~~application and~~ motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve such materials on the service list prepared by the Company and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Investor may reasonably require. The Company will promptly inform counsel for the

Investor of any and all threatened or actual objections to the motion for the issuance of the ~~SISP Order and, if applicable, the motion for the issuance of the~~ Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received.~~However, and notwithstanding the foregoing, the Company will have no obligation to provide the Investor with any motion materials or draft motion materials for the issuance of the Approval and Reverse Vesting Order if this Agreement is not determined to be the "Successful Bid" pursuant to the SISP Procedures.~~

5.3 ~~6.3~~ Interim Period

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the Initial Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Investor and the Company, such consent not to be unreasonably withheld, conditioned or delayed: (A) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as the Material Permits, Mineral Tenures, Licenses and Contracts; (B) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business;
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court order, the Company shall not enter into any non-arms' length transactions involving the Company or its assets or the Business without the prior approval of the Investor.
- (c) During the Interim Period, the Investor shall furnish to the Company such information concerning the Investor as shall be reasonably requested, including all such information as shall be necessary to enable the Company to verify that the representations and warranties and covenants of the Investor contained in this Agreement have been complied with.

5.4 ~~6.4~~ Access During Interim Period

During the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Investor reasonably deems reasonably necessary or desirable to further familiarize itself with the Business and the Retained Assets, provided that neither the Investor or the Guarantor shall be entitled to any confidential or otherwise sensitive information regarding the conduct of the SISP, as determined by the Company and the Monitor, each acting reasonably. Without limiting the generality of the foregoing: (a) the Investor and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor, the Investor and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and, ~~solely in the event this Agreement is declared the "Successful Bid" in accordance with the SISP Procedures,~~ the Company's customers and contractual counterparties. Such investigations shall be carried out at the Investor's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Company shall co-operate reasonably in facilitating such

investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Investor.

5.5 6.5 Regulatory Approvals and Consents

~~If this Agreement and SISP Procedures are approved by the Court and this Agreement is subsequently determined to be the "Successful Bid" in accordance with the SISP Procedures:~~

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transactions required under any Applicable Law;
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.5; and
- (c) The Parties shall, and shall cause their respective affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory and non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 5.5.

5.6 6.6 Insurance Matters

During the Interim Period, the Company shall use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business.

5.7 6.7 Books and Records

The Investor shall cause the Company to preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Investor shall cause the Company to make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require.

~~ARTICLE 6~~**ARTICLE 7**
CLOSING ARRANGEMENTS

6.1 ~~7.1~~Closing

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

6.2 ~~7.2~~Closing Sequence

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, the Investor shall pay the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, to be held in escrow by the Monitor, on behalf of the Company, and the entire Cash Consideration, Shortfall Deposit and Share Proceeds shall be dealt with in accordance with this Closing Sequence;
- (b) Second, the Investor shall cause the Company to be released from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (c) Third, the Company shall be deemed to: (i) transfer to ResidualCo. 1 the Excluded Assets and the Excluded Contracts, and (ii) transfer to ResidualCo. 2 the Excluded Liabilities, all pursuant to the Approval and Reverse Vesting Order, and the Company shall issue the Excluded Assets and Contracts Promissory Note to ResidualCo. 1 and the Excluded Liability Promissory Note to ResidualCo. 2;
- (d) Fourth, all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (e) Fifth, the Company shall issue the Subscribed Shares and the Investor shall subscribe for and purchase the Subscribed Shares, and the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) shall be released from escrow for the benefit of the Company, but shall continue to be held by the Monitor in escrow on the Company's behalf;
- (f) Sixth, to the extent that the amount of the Share Proceeds ([including the Second Cash Deposit Proceeds](#)) is greater than the amount of the Appian Indebtedness, any such excess shall be released to the Guarantor; and

- (g) Seventh, the Company shall satisfy the amount owing under the Excluded Assets and Contracts Promissory note and the Excluded Liability Promissory Note using the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), and hereby irrevocably directs the Monitor to cause such payment to be made from the Cash Consideration (including the Cash Deposit and the Company Share Proceeds) held by the Monitor, subject to the completion of all other steps in the Closing Sequence, although such amounts shall continue to be held by the Monitor on behalf of, respectively, ResidualCo. 1 and ResidualCo. 2.

The Investor, with the prior consent of the Company and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

6.3 ~~7.3~~ The Investor's Closing Deliveries

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the each of the Investor and the Guarantor confirming and certifying that each the conditions in Sections 7.2(d) and 7.2(e) have been satisfied;
- (b) the unpaid balance of the Cash Consideration and the Shortfall Deposit, if any, in accordance with Section 6.2(a), and an irrevocable direction pursuant to the Escrow Agreement to release the Company Share Proceeds in accordance with Section 6.2(a);
- (c) an irrevocable release by the Silver Lake Parties in favour of (i) the Company's current and former directors, officers, employees, agents, representatives and all of their respective advisors, including financial advisors and legal counsel and (ii) the Monitor and its current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents (such Persons in (i) and (ii) above being collectively referred to herein as the "**Released Parties**") from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown against any of the Released Parties, including, where applicable, in their capacity as equity holders of the Company; provided, however, that nothing shall release the Released Parties from any claims arising from willful misconduct and fraud; and
- (d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.4 ~~7.4~~ The Company's Closing Deliveries

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each the conditions in Sections 7.1(d) ~~a~~ and 7.2(e) have been satisfied;

- (b) the Excluded Liability Promissory Note;
- (c) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization; and
- (d) share certificates representing the Subscribed Shares.

~~ARTICLE 7~~ **ARTICLE 8**
CONDITIONS OF CLOSING

7.1 ~~8.1~~ The Investor's Conditions

The Investor shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non- fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing, provided that if the Investor does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- ~~(a) — Successful Bid. This Agreement shall have been declared the “Successful Bid” in accordance with the SISP Procedures.~~
- (a) ~~(b)~~ Court Approval. The following conditions have been met: (i) ~~the SISP Order~~ and the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court and become a Final Order.
- (b) ~~(c)~~ The Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 6.4.
- (c) ~~(d)~~ No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.
- (d) ~~(e)~~ No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply): (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (e) ~~(f)~~ No Breach of Covenants. The Company shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.
- (f) ~~(g)~~ Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Investor in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against the Company and transferred to ResidualCo 2.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions contemplated herein as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor which will give rise, *inter alia*, to the Company's recourses for breach.

7.2 ~~8.2~~ **The Company's Conditions**

The Company shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

- ~~(a) — Successful Bid. This Agreement shall have been declared the "Successful Bid" in accordance with the SISP Procedures.~~
- (a) ~~(b)~~ Court Approval. The following conditions have been met: (i) ~~the SISP Order and~~ the Approval and Reverse Vesting Order shall have been issued by the Court; (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed; and (iii) at least two clear Business Days have elapsed since the Approval and Reverse Vesting Order was issued by the Court.
- (b) ~~(c)~~ Investor's and Guarantor's Deliverables. The Investor and the Guarantor shall have executed and delivered or caused to have been executed and delivered to the Company (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.3.
- (c) ~~(d)~~ No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or

restraining the consummation of any of the Transactions contemplated by this Agreement.

- (d) ~~(e)~~ No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (e) ~~(f)~~ No Breach of Covenants. Each of the Investor and the Guarantor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

7.3 ~~8.3~~ **Monitor's Certificate**

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied and/or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Investor). In the case of: (i) and (ii) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Investor as a result of filing the Monitor's Certificate.

ARTICLE 8 ~~ARTICLE 9~~ **TERMINATION**

8.1 ~~9.4~~ **Grounds for Termination**

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
- (i) by the mutual agreement of the Company and the Investor;
 - (ii) by the Investor, on the one hand, or the Company, on the other hand, upon notice to the other Party if: ~~(A) the Court declines at any time to grant the SISP Order; or (B)~~ the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for ~~the SISP Order or~~ the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement;
 - ~~(iii) —by the Company or the Investor, if this Agreement and the Stalking Horse Bid set out herein is determined not to be the "Successful Bid", as defined in and in accordance with the SISP Procedures;~~

(iii) [\[intentionally omitted\]](#);

(iv) by the Investor, on the one hand, or the Company, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;

(v) by the Company, if there has been a material violation or breach by the Investor or the Guarantor of any agreement, covenant, representation or warranty of the Investor or the Guarantor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor or the Guarantor, as the case may be, within five (5) Business Days of the Company providing notice to the Investor or the Guarantor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time; or

(vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within five (5) Business Days of the Investor providing notice to the Company of such breach, unless the Investor is itself in material breach of its own obligations under this Agreement at such time.

(b) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1(a), the Company shall first obtain the prior written consent of the Monitor.

8.2 ~~9.2~~Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1(a) (*Cash Deposit*), 2.1(b) (*Share Deposit*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), 9.17 (*No Liability; Monitor Holding or Disposing Funds*), and 9.18 (*Third Party Beneficiaries*), which shall survive such termination. For the avoidance of doubt, any Liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

ARTICLE 9~~ARTICLE 10~~ GENERAL

9.1 ~~10.1~~Tax Returns.

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

9.2 ~~10.2~~ **Survival.**

All representations, warranties, covenants and agreements of the Company, the Investor or the Guarantor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

9.3 ~~10.3~~ **Expenses.**

Except if otherwise agreed upon amongst the Parties, and subject to the terms of the DIP Term Sheet and the BNPP Credit Agreement, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers). The Company acknowledges and agrees that: (i) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement, and (ii) the reasonable costs and expenses of the Investor and the Guarantor incurred in connection with the implementation of the Transactions constitute costs, charges and expenses incurred in connection with a "Default" or "Event of Default" or the enforcement of "Finance Documents", as such terms are defined in the BNPP Credit Agreement.

9.4 ~~10.4~~ **Public Announcements.**

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, if applicable, the approval by the Court of this Agreement ~~as a Stalking Horse Bid in the context of the SISP~~ pursuant to the [Approval and Vesting Order](#). In addition, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

9.5 ~~10.5~~ **Notices.**

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

Harte Gold Corp.
TD Canada Trust Tower
161 Bay St. Suite 2400,
Toronto, ON M5J 2S1

Attention: Frazer Bouchier / Graham du Preez
E-mail: fbouchier@hartegold.com / gdupreez@hartegold.com

with a copy to:

Stikeman Elliott LLP

5300 Commerce Court West,
199 Bay St.,
Toronto, ON M5L 1B9

Attention: Guy P. Martel/Claire Zikovsky/Danny Vu
E-mail: gmartel@stikeman.com / czikovsky@stikeman.com /
ddvu@stikeman.com

If to the Monitor to:

FTI Consulting Canada Inc.

79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin / Jeffrey Rosenberg
E-mail: nigel.meakin@fticonsulting.com /
Jeffrey.rosenberg@fticonsulting.com

~~With~~ with a copy to:

Goodmans LLP

Bay Adelaide Centre
333 Bay St. #3400,
Toronto,
ON M5H 2S7

Attention: Joseph Pasquariello/Christopher Armstrong
E-mail: jpasquariello@goodmans.ca / carmstrong@goodmans.ca

If to the Investor or the Guarantor:

1000025833 Ontario Inc. / Silver Lake Resources Limited

Attention: Len Eldridge
E-mail: leldridge@slrltd.com.au

with a copy to:

Osler, Hoskin & Harcourt LLP

First Canadian Place
100 King St. W Suite 6200
M5X 1B8

Attention: Marc Wasserman/Kathryn Esaw/Dave Rosenblat
E-mail: mwasserman@osler.com/kesaw@osler.com/drosenblat@osler.com

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of

delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

9.6 ~~10.6~~ Time of Essence.

Time shall be of the essence of this Agreement in all respects.

9.7 ~~10.7~~ Further Assurances.

The Company on the one hand, and the Investor and the Guarantor on the other hand, shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

9.8 ~~10.8~~ Entire Agreement.

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein, including the Original Subscription Agreement [and the First A&R Subscription Agreement](#). There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

9.9 ~~10.9~~ Waiver and Amendment.

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company, the Investor and the Guarantor (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.10 ~~10.10~~ Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 ~~10.11~~ Remedies Cumulative.

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges

otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Investor, the Guarantor or their respective Affiliates under the provisions of the DIP Term Sheet, the BNPP Credit Agreement or any other ancillary agreement or document thereto.

9.12 ~~10.12~~Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.13 ~~10.13~~Dispute Resolution.

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of Article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

9.14 ~~10.14~~Attornment.

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on such Party as provided in this Section 9.14 shall be deemed effective service of process on such Party.

9.15 ~~10.15~~Successors and Assigns.

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

9.16 ~~10.16~~Assignment

Neither the Company nor the Guarantor may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Prior to Closing, the Investor may assign, upon written notice to the Company, all or any portion of its rights and obligations under this Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

9.17 ~~10.17~~No Liability; Monitor Holding or Disposing Funds

The Investor, the Guarantor and the Company acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Company in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing, whether in its capacity as Monitor, in its

personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Company on the one hand, and the Investor or the Guarantor on the other hand, with respect to the holding or disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any other obligation of the Monitor hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit or the Share Proceeds, then the Monitor may (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing into the Court for holding and disposition in accordance with the instructions of the Court, or (ii) hold the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Company and the Investor and the Guarantor directing the Monitor to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Cash Consideration (including the Cash Deposit and the Company Share Proceeds), the Share Deposit, the Share Proceeds or any portion of any of the foregoing in the manner provided for in the order.

9.18 ~~10.18~~ Third Party Beneficiaries.

Except with respect to: (i) the Monitor as expressly set forth in this Agreement (including Section 9.17), and (ii) ResidualCo. 1 as relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo. 1 as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.19 ~~10.19~~ Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[Remainder of page intentionally left blank. Signature page follows.]

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

HARTE GOLD CORP.

By: _____
Name: Frazer Bouchier
Title: Chief Executive Officer

100025833 ONTARIO INC..

By: _____
Name:
Title:

**SILVER LAKE RESOURCES LIMITED,
as Guarantor**

By: _____
Name:
Title:

SCHEDULE "A" FORM OF APPROVAL AND REVERSE VESTING ORDER

ON READING the Motion Record of the Company, including the affidavit of Frazer Bourchier sworn January [●], 2022 (the "**Bourchier Affidavit**") and the Exhibits thereto, the [●] **Second Report** (the "[●] **Second Report**") of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the Court-appointed Monitor of the Company (the "**Monitor**"), and on being advised that the secured creditors who are likely to be affected by this Order herein were given notice;

ON HEARING the submissions of counsel for the Company, counsel for the Monitor, counsel for BNP Paribas, counsel for ~~1000025833 Ontario Inc. (a wholly owned subsidiary of the Investor and Silver Lake Resources Limited)~~, and counsel for the Appian Parties (as defined in the Bourchier Affidavit), counsel for the Company's directors and officers and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of [●] dated [●], 2022;

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Subscription Agreement and the Transactions are hereby approved and the execution of the Subscription Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation of the Subject Interests and the issuance of the Subscribed Shares to the Investor, including any such additional documents contemplated in the Subscription Agreement.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence set out in the Subscription Agreement and the steps contemplated thereunder:

- (a) the Company shall be released, from all amounts and obligations owing to the Investor by the Company under: (i) the BNPP Credit Agreement (and any other ancillary agreement or document thereto), including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the BNPP Credit Agreement or any other ancillary agreement or document thereto, and (ii) the DIP Term Sheet including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower under the DIP Term Sheet;
- (b) the Company shall be deemed to have: (i) transferred to ResidualCo. 1 the Excluded Assets and the Excluded Contracts Liabilities in consideration of the Excluded Assets and Contracts Promissory Note to ResidualCo. 1, and (ii) transferred to ResidualCo. 2 the Excluded Liabilities in consideration of the Excluded Liability Promissory Note to ResidualCo. 2;
- (c) all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in

connection with the share capital of the Company (the “**Subject Interest**”) shall be deemed terminated and cancelled for no consideration; and

- (d) all of the right, title and interest in and to the Subscribed Shares issued by the Company to the Investor shall vest absolutely in the Investor, and the Retained Assets will be retained by the Company, in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), or any other personal property registry system or pursuant to the *Lands Title Act* (Ontario) or the *Mining Act* (Ontario) (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “B” hereto (the “**Permitted Encumbrances**”)) and, for greater certainty, all of the Encumbrances affecting or relating to the Subscribed Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscribed Shares and Retained Assets, as applicable.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of

conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Cash Consideration, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts and Excluded Liabilities had not been transferred to ResidualCo. 1 and ResidualCo. 2, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Company prior to Closing.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) Transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being

“Persons” and each being a “Person”) who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (e) any event that occurred on or prior to the delivery of the Monitor’s Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);
- (f) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;
- (g) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (h) any change of control of the Company arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

12. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 11 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company’s right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company’s rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

13. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 11 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Company under the Subscription Agreement and the related documents.

14. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

15. **THIS COURT ORDERS** that, from and after the Effective Time:

- (i) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (j) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;

- (k) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 1 or ResidualCo. 2, as applicable, in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and
- (l) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

16. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (m) the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects;
- (n) ResidualCo. 1 and ResidualCo. 2 shall be a companies to which the CCAA applies; and
- (o) ResidualCo. 1 and ResidualCo. 2 shall be added as applicants in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “*Applicant*” shall refer to and include ResidualCo. 1 and ResidualCo. 2, *mutatis mutandis*, (ii) “*Property*”, as defined in the Initial

Order granted by this Court on December 7, 2021 (as amended and/or restated, from time to time, the “**Initial Order**”), shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (including the Cash Consideration) (collectively, the “**ResidualCos. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos. Property.

17. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 16(m) hereof and the addition of ResidualCo. 1 and ResidualCo. 2 as applicants in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

18. **THIS COURT ORDERS** that, notwithstanding:

- (p) the pendency of these CCAA Proceedings;
- (q) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Company, ResidualCo. 1 or ResidualCo. 2 and any bankruptcy order issued pursuant to any such applications; and
- (r) any assignment in bankruptcy made in respect of the Company, ResidualCo.1 or ResidualCo. 2;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscribed

Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

RELEASES

19. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, (i) the present and former directors, officers, employees, legal counsel and advisors of the Company and of ResidualCo. 1 and ResidualCo. 2, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees and advisors, and (iii) the Investor, its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii) and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo.1 or ResidualCo. 2 or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or

wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

THE MONITOR

20. **THIS COURT ORDERS** that the ~~[●]~~ Second Report and the activities of the Monitor set out in the ~~[●]~~ Second Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

21. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo. 1 or Residual Co. 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2, or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

CURE COSTS

24. **THIS COURT ORDERS** that all Cure Costs payable in accordance with the Subscription Agreement shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is ~~[30]~~ 30 days following the Effective Time or such

later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

GENERAL

25. **THIS COURT ORDERS** that, following the Effective Time, the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares and the Retained Assets.

26. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF [●] AND [●]

27. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

28. **THIS COURT DECLARES** that the Company shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

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

30. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof, provided that the transaction steps set out in

paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.

SCHEDULE A
Form of Certificate of Monitor
(see attached)

Company to issue the Subscribed Shares, and vesting in the Investor all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances (as defined below); and (f) granting certain ancillary relief, was heard this day via videoconference due to the COVID-10 pandemic;

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

THE MONITOR CERTIFIES that it was advised by the Company and the Investor that:

1. The Investor has satisfied the Subscription Price (as defined in the Subscription Agreement) in accordance with the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Company and the Investor; and
4. This Certificate was delivered by the Monitor at _____ **[TIME]** on _____ **[DATE]**.

**FTI Consulting Canada Inc., in its capacity as
Monitor of Harte Gold Corp., and not in its
personal capacity**

Per: _____
Name:
Title:

SCHEDULE B

Permitted Encumbrances

1. Reservations, limitations, provisions and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

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

Court File No.: _____CV-
21-00673304-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**APPROVAL AND REVERSE VESTING
ORDER**

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Lawyers for the Applicant

SCHEDULE "B" FORM OF SISP ORDER

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) MONDAY, THE 20th
)
MR. JUSTICE PENNY) DAY OF DECEMBER, 2021

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD CORP.**

SISP APPROVAL ORDER

THIS MOTION, made by Harte Gold Corp. (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, substantially in the form included in the Applicant's Motion Record, was heard this day via video-conference due to the ongoing COVID-19 pandemic.

ON READING the Notice of Motion of the Applicant, the affidavits of Frazer Bouchier respectively sworn on December 6, 2021 (the "**Initial Application Affidavit**") and December 15, 2021 (the "**Comeback Affidavit**", together with the Initial Application Affidavit, the "**Bouchier Affidavits**"), the Exhibits thereto and the First Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Applicant ("**FTI**" or the "**Monitor**"), filed;

ON HEARING the submissions of counsel for the Applicant, counsel for the Monitor, counsel for BNP Paribas, counsel for 1000025833 Ontario Inc. (a wholly owned subsidiary of Silver Lake Resources Limited), counsel for the Appian Parties (as defined in the Bouchier Affidavits) and counsel for Orion Resource Partners (USA) LP and such other counsel that were present, no one else appearing for any party although duly served as appears from the affidavit of service of Ben Muller dated December 10, 2021;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them under the Procedures for the Sale and Investment Solicitation Process attached hereto as Schedule "A" (the "**SISP Procedures**") or the Amended and Restated Initial Order dated December 20, 2021.

APPROVAL OF THE STALKING HORSE BID, THE SISP AND THE SISP PROCEDURES

3. **THIS COURT ORDERS AND DECLARES** that the execution by the Applicant of the Amended and Restated Subscription Agreement dated as of December 15, 2021 in the form attached as Exhibit "C" to the Comeback Affidavit (the "**Stalking Horse Agreement**") is hereby authorized and approved, *nunc pro tunc*.
4. **THIS COURT AUTHORIZES** the Applicant to use the Stalking Horse Agreement as the "stalking horse bid" in the SISP (the "**Stalking Horse Bid**"). For greater certainty, nothing herein approves the transaction contemplated in the Stalking Horse Bid, and the approval of any transaction contemplated by the SISP, shall be determined on a subsequent motion made to this Court.
5. **THIS COURT ORDERS** that the SISP and the SISP Procedures, substantially in the form attached hereto, be and are hereby approved, and the Applicant and the Monitor are authorized and directed to carry out the SISP in accordance with the SISP Procedures and this Order, and are hereby authorized and directed to take such steps as they consider necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the SISP.
6. **THIS COURT ORDERS** that the Applicant, the Monitor and their respective affiliates, partners, directors, employees, advisors, lawyers, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Applicant or the Monitor, as applicable, as determined by the Court in a final order that is not subject to appeal or other review.

7. **THIS COURT ORDERS** that notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property.

8. **THIS COURT ORDERS** that the Applicant and the Monitor, or any other interested party on at least five (5) Business Days' notice to the lawyers for each of the Applicant, the Monitor and all other parties on the service list established in these proceedings, may apply to this Court for directions with respect to the SISP at any time.

PIPEDA

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant and the Monitor are hereby authorized and permitted to disclose and provide to each Qualified Bidder, personal information of identifiable individuals, including employees of the Applicant, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each Qualified Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant or the Monitor, as applicable, or, in the alternative, destroy all such information and provide confirmation of its destruction to the Applicant and the Monitor. The Successful Bidder shall maintain the privacy of such information and, upon closing of the Transaction contemplated in the Successful Bid, shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Applicant and the Monitor.

GENERAL

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

give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

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

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

A handwritten signature in blue ink, appearing to read "P. J.", is written above a solid horizontal line. The signature is stylized and cursive.

SCHEDULE "A"
SISP PROCEDURES

PROCEDURES FOR THE SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

- A. Since May 2021, Harte Gold Corp. ("**Harte Gold**"), with the assistance of, *inter alia*, FTI Consulting Canada Inc. ("**FTI**"), has been conducting a strategic review process (the "**Pre-Filing Strategic Process**") with a view to finding an investor or a purchaser who would allow Harte Gold to pursue its operations as a going concern and maximize value for stakeholders (the "**Opportunity**");
- B. During the Pre-Filing Strategic Process, 1000025833 Ontario Inc. (the "**Stalking Horse Bidder**") expressed interest in the Opportunity, which culminated with the execution on December 6, 2021 of a Subscription Agreement (as amended and restated on December 15, 2021, the "**Stalking Horse Bid**") between Harte Gold and the Stalking Horse Bidder, pursuant to which the Stalking Horse Bidder agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of a sale and investment solicitation process (the "**SISP**") to be undertaken within court-supervised proceedings to be commenced by Harte Gold under the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**"), and (ii) if the Stalking Horse Bidder is determined to be the Successful Bidder (as defined herein), to subscribe for and purchase from Harte Gold, the Subscribed Shares (as defined in the Stalking Horse Bid), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Harte Gold (the "**Stalking Horse Transaction**");
- C. On December 7, 2021 (the "**Filing Date**"), Harte Gold sought and obtained an initial order (as amended, supplemented or amended and restated from time to time, the "**Initial Order**") under the CCAA from the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"), pursuant to which, among other things, FTI was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**");
- D. On December 20, 2021 the CCAA Court granted an order (the "**SISP Order**"), among other things, approving the Stalking Horse Bid and the procedures set out herein (the "**SISP Procedures**");
- E. The purpose of these SISP Procedures is to set out terms and procedures for a transparent, fair and efficient solicitation process to obtain the highest or otherwise best offer for Harte Gold's equity, assets, rights, undertakings and properties (collectively, the "**Property**"); and
- F. Accordingly, these SISP Procedures describe, among other things: (a) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, (b) the manner in which bidders and bids become Qualified Bidders, Qualified Bids, and Auction Bidders, as applicable, (c) the evaluation of bids received, (d) the guidelines for the ultimate selection of the Successful Bid and/or Back-up Bid, and (e) the process for obtaining such approvals (including the approval of the CCAA Court) as may be necessary or appropriate in respect of a Successful Bid.

Defined Terms

1. Capitalized terms used in these SISP Procedures and not otherwise defined have the meanings given to them below:
 - (a) “**Approval Hearing**” is defined in paragraph 2.
 - (b) “**Approval Motion**” is defined in paragraph 25.
 - (c) “**Auction**” is defined in paragraph 22.
 - (d) “**Auction Bidders**” is defined in paragraph 23.
 - (e) “**Auction Date**” is defined in paragraph 2.
 - (f) “**Back-Up Bid**” is defined in paragraph 24.(i).
 - (g) “**Back-Up Bidder**” is defined in paragraph 24.(i).
 - (h) “**Bid**” is defined in paragraph 18.
 - (i) “**Bid Deadline**” is defined in paragraph 2.
 - (j) “**Business**” means Harte Gold’s business and activities as at Filing Date.
 - (k) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Toronto, Ontario.
 - (l) “**CA**” means the *Competition Act*, R.S.C., 1985, c. C-34, as amended.
 - (m) “**CCAA**” is defined in the introduction.
 - (n) “**CCAA Court**” is defined in the introduction.
 - (o) “**CCAA Proceedings**” is defined in the introduction.
 - (p) “**Closing**” means the completion of the transaction contemplated by the Successful Bid.
 - (q) “**Data Room**” is defined in paragraph 11.
 - (r) “**Deposit**” is defined in paragraph 18.(h)(x).
 - (s) “**Filing Date**” is defined in the introduction.
 - (t) “**FTI**” is defined in the introduction.
 - (u) “**Harte Gold**” is defined in the introduction.
 - (v) “**ICA**” means the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp.), as amended.
 - (w) “**Initial Order**” is defined in the introduction.
 - (x) “**Initial Overbid Amount**” means \$500,000.

- (y) **“Known Potential Bidder”** means any party identified as a potential bidder by Harte Gold, in consultation with the Monitor, whether or not such party participated in the Pre-Filing Strategic Process, and for greater certainty shall include each party that has submitted a bid in the Pre-Filing Strategic Process.
- (z) **“Monitor”** is defined in the introduction.
- (aa) **“Monitor’s Website”** means <http://cfcanada.fticonsulting.com/harte>.
- (bb) **“NDA”** means a non-disclosure agreement in form and substance satisfactory to Harte Gold, in consultation with the Monitor.
- (cc) **“Opening Bid”** is defined in paragraph 24.(b).
- (dd) **“Overbid”** is defined in paragraph 24.(e).
- (ee) **“Overbid Amount”** means \$500,000 or such higher amount as Harte Gold, in consultation with the Monitor, may determine in advance of any round of bidding in the Auction to be applicable for that round of the Auction.
- (ff) **“Participation Letter”** is defined in paragraph 7.(a).
- (gg) **“Potential Bidder”** is defined in paragraph 4.
- (hh) **“Pre-Filing Strategic Process”** is defined in the introduction.
- (ii) **“Property”** is defined in the introduction.
- (jj) **“Qualified Bid”** is defined in paragraph 18.
- (kk) **“Qualified Bidder”** is defined in paragraph 0.
- (ll) **“Required Acknowledgement”** means the written acknowledgement in the form attached hereto as Schedule “[B]” to be executed by a party wishing to participate in the SISP.
- (mm) **“SISP”** is defined in the introduction.
- (nn) **“SISP Order”** is defined in the introduction.
- (oo) **“SISP Press Release”** means a press release to be issued by Harte Gold substantially in the form attached hereto as Schedule “[C]”.
- (pp) **“SISP Procedures”** is defined in the introduction.
- (qq) **“Solicitation Materials Distribution Date”** is defined in paragraph 2.
- (rr) **“Solicitation Notice”** means a notice describing the opportunity to participate in the SISP.
- (ss) **“Stalking Horse Bid”** is defined in the introduction.
- (tt) **“Stalking Horse Bidder”** is defined in the introduction.
- (uu) **“Stalking Horse Transaction”** is defined in the introduction.

- (vv) **“Subscription Agreement”** means the template subscription agreement, in a form substantially similar to the Stalking Horse Bid, to be placed in the Data Room.
- (ww) **“Successful Bid”** is defined in paragraph 24.(i).
- (xx) **“Successful Bidder”** is defined in paragraph 24.(i).
- (yy) **“Superior Offer”** means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate of the “Subscription Price” as defined in and contemplated by the Stalking Horse Transaction plus the Initial Overbid Amount, including cash consideration sufficient to pay in cash the Cash Consideration (as defined in the Stalking Horse Bid) and amounts owing to the Stalking Horse Bidder under the BNPP Credit Agreement and under the DIP Term Sheet, and (ii) Harte Gold and the Monitor, each with the assistance of their legal advisors, consider to be better than the Stalking Horse Transaction.

Key Dates

2. The key dates for the SISP are as follows:

DATE	MILESTONE
By no later than 1 day following the issuance by the Court of the SISP Order (“Solicitation Materials Distribution Date”)	Distribution by the Monitor of the Solicitation Notice and the Required Acknowledgment to the Known Potential Bidders
January 14, 2022 at 5:00 p.m. (prevailing Eastern Time) (“Bid Deadline”)	The deadline for the receipt by the Monitor of Bids and Deposits
By no later than January 20, 2022 (“Auction Date”)	Date of the Auction (if any)
Subject to the availability of the Court, no later than seven (7) calendar days following either the conclusion of the Auction or the date on which a determination is made by Harte Gold, with the consent of the Monitor, not to proceed with an Auction in accordance with paragraph 21 (“Approval Hearing”)	Hearing of the Approval Motion

Supervision of the SISP

3. The Monitor shall supervise Harte Gold's conduct of the SISP as outlined herein. In the event that there is disagreement or clarification is required as to the interpretation or application of this SISP or the responsibilities of the Monitor or Harte Gold hereunder, the CCAA Court will have jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor, Harte Gold or any other interested party with a hearing which shall be scheduled on not less than three (3) Business Days' notice.

Solicitation of Interest

4. For all purposes of this SISP, the following persons shall be considered as potential bidders (each, a "**Potential Bidder**"): (i) the Known Potential Bidders, and (ii) any other party that executes a Required Acknowledgement and is permitted by Harte Gold, with the consent of the Monitor, to participate in the SISP.
5. As soon as reasonably practicable after the granting of the SISP Order:
 - (a) the Monitor will post the SISP Order and the SISP Procedures on the Monitor's Website; and
 - (b) Harte Gold will issue the SISP Press Release with Canada Newswire designating dissemination in Canada and internationally.
6. By no later than the Solicitation Materials Distribution Date, the Monitor, on behalf of Harte Gold, shall distribute the Solicitation Notice and form of Required Acknowledgement to Known Potential Bidders inviting the Known Potential Bidders to submit a bid pursuant to these SISP Procedures.

Participation Requirements

7. Subject to paragraph 8, in order to participate in the SISP, each Potential Bidder must deliver the following information and executed documents to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto:
 - (a) a letter (a "**Participation Letter**") setting forth (i) the identity, the type and the jurisdiction of organization of the Potential Bidder, (ii) the contact information for such Potential Bidder, (iii) full disclosure of the direct and indirect owners and principals of the Potential Bidder, and (iv) such financial disclosure and credit quality support or enhancement that allows Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a transaction pursuant to a Superior Offer;
 - (b) an executed NDA; and
 - (c) a copy of the Required Acknowledgment executed by the Potential Bidder.
8. Harte Gold, with the consent of the Monitor may waive compliance with paragraphs 7.(a) and 7.(b) of these SISP Procedures for any Potential Bidder that is deemed by Harte Gold, with the consent of the Monitor, to have adequately satisfied the requirements set forth in paragraphs 7.(a) and 7.(b), as applicable, during the Pre-Filing Strategic Process.

9. A Potential Bidder that has delivered the necessary documents and information in accordance with paragraphs 7 and 8 and that Harte Gold, in its reasonable business judgment, in consultation with the Monitor, determines is likely, based on the availability of financing, experience and other considerations, to be able to submit a Superior Offer by the Bid Deadline will be deemed to be a **“Qualified Bidder”**.
10. Notwithstanding paragraphs 7 to 0, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

Access to Data Room

11. Harte Gold, with the assistance of the Monitor, shall provide each Qualified Bidder with access to a secure online electronic data room (the **“Data Room”**) containing due diligence information.
12. The Monitor shall coordinate all reasonable requests from Qualified Bidders for additional information and due diligence access; provided that the Monitor and Harte Gold may decline to provide (or elect to withdraw access to) due diligence information to any Qualified Bidder (other than the Stalking Horse Bidder) who, at such time and in the reasonable business judgment of Harte Gold, after consultation with the Monitor, has not established (or there is otherwise a reasonable basis to doubt), that such Qualified Bidder intends in good faith to, or has the capacity to, consummate a transaction.
13. Harte Gold also reserves its right, in consultation with the Monitor, to withhold any diligence materials that Harte Gold determines are sensitive or otherwise not appropriate for disclosure to a Qualified Bidder that Harte Gold determines is (or is affiliated with) a competitor or is otherwise an entity to which the disclosure of sensitive or competitive information, in Harte Gold’s exercise of its reasonable business judgment (in consultation with the Monitor), may risk unduly placing Harte Gold at a competitive disadvantage or make it subject to regulatory scrutiny.
14. All due diligence and information requests must be directed to the Monitor at the email addresses specified in **Schedule A** hereto.
15. Harte Gold, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives make no promise, representation, warranty, condition or guarantee of any kind, nature or description as to the information (a) contained in the Data Room, or (b) otherwise made available in connection with this SISP, except, in the case of Harte Gold only, to the extent expressly contemplated in any executed definitive sale or investment agreement with a Successful Bidder.
16. Without limiting the generality of any term or condition of any NDA between Harte Gold and any Potential Bidder or Qualified Bidder, unless otherwise agreed by Harte Gold or ordered by the CCAA Court, no Potential Bidder or Qualified Bidder shall be permitted to have any discussions with (a) any counterparty to any contract with Harte Gold, any current or former director, manager, shareholder, officer, member or employee of Harte Gold, other than in the normal course of business and wholly unrelated to Harte Gold, the potential transaction, the Confidential Information (as defined in the NDA), the SISP or the CCAA Proceedings, and (b) any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, nothing herein shall prohibit secured creditors of Harte Gold, and their respective affiliates and their legal and financial advisors, from communicating with each other, solely to discuss their secured interests in Harte Gold in their capacities as secured creditors, unless such secured creditors have been advised

by the Company or the Monitor that their secured indebtedness is proposed to be paid or otherwise satisfied in full by a Qualified Bidder, in which case, such communications and discussions from that point on shall be made in the presence of the Monitor. At no time shall such secured creditors be entitled to communicate or discuss with one another or with any other Potential Bidder, Qualified Bidder or Auction Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.

Qualified Bids

17. A Qualified Bidder that wishes to make a bid must deliver their bid to the Monitor, on behalf of Harte Gold, at the email addresses specified in **Schedule A** hereto so as to be actually received by the Monitor not later than the Bid Deadline.
18. All offers submitted to the Monitor ("**Bids**") for consideration in accordance with paragraph 17, other than the Stalking Horse Bid which is deemed a Qualified Bid, must comply with all of the following requirements (any such complying Bid, a "**Qualified Bid**"):
 - (a) Subscription/Purchase Price: Each Bid must clearly set forth the subscription/purchase price in Canadian dollars, stated on a total enterprise value basis, (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);
 - (b) Executed Subscription Agreement or other Transaction Agreement: Each bid must be made by way of the submission of (a) a Subscription Agreement or (b) or such other form of transaction document as the Qualified Bidder may choose, in each case executed by the Qualified Bidder;
 - (c) Mark-up: Each Bid must include a full mark-up comparison of their executed Subscription Agreement or other form of transaction document against the form of Subscription Agreement (including all schedules and exhibits thereto) included in the Data Room, as well as any proposed forms of Orders to be sought from the CCAA Court.
 - (d) Bid Deadline: Each Bid must be received by the Bid Deadline as set forth herein;
 - (e) Superior Offer: Each Bid must represent a Superior Offer;
 - (f) Capital Structure: Each Bid must include information to enable Harte Gold and the Monitor to review and assess the financing/cash available post-closing to fund the business, and implement post-closing measures and transactions.
 - (g) Irrevocable Offer: Each Bid must be irrevocable until the earlier of (A) the approval by the CCAA Court of a Successful Bid (and the Back-Up Bid) and (B) 45 days following the Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer will remain irrevocable until the Closing (or the outside date as set forth therein);
 - (h) Executed Documents: Each Bid must be accompanied by a duly authorized and executed Subscription Agreement or other form of transaction document and an electronic copy of such agreement, as well as duly authorized and executed transaction documents necessary to effectuate the transactions contemplated

thereby;

- (i) Financial Wherewithal: Each Bid must include (A) written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow Harte Gold, in consultation with the Monitor, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction, and (B) the identification of any person or entity who may provide debt or equity financing for the Bid and any material conditions to be satisfied in connection with such financing;
- (ii) Authorization: Each Bid must include evidence, in form and substance reasonably satisfactory to Harte Gold, in consultation with the Monitor, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Bid;
- (iii) No Other Authorization, Diligence, Financing Conditions: Each Bid must not be conditional upon the following:
 - A. any internal approval(s);
 - B. the outcome of unperformed due diligence by the Qualified Bidder; or
 - C. obtaining financing;
- (iv) Identity: Each Bid must fully disclose the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (v) Contact Information: Each Bid must contain contact information for any business, financial or legal advisors retained or to be retained in connection with the proposed transaction;
- (vi) Regulatory Approvals: Each Bid must outline any anticipated regulatory and other approvals required to close the transaction, including any approvals under the CA and ICA, and the anticipated time frame and any anticipated impediments for obtaining such approvals and confirms that the Qualified Bidder will make and submit all necessary and applicable regulatory filings and pay all fees associated therewith;
- (vii) Disclaimer of Fees: Each Bid must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation;
- (viii) Treatment of Employees: Each Bid must include full details of the Qualified Bidder's intention towards offering continued employment to Harte Gold's employees and by providing details on the terms and conditions of employment that will be offered to any continuing employees. For greater certainty, each Bid must include the proposed number of employees of Harte Gold who will become employees of the bidder or remain employees of the Business. Each Bid must also include details on how the Qualified Bidder intends to address Harte Gold's

contemplated actions towards its employee population in the context of the restructuring process;

- (ix) Timeline: Each Bid must provide a timeline to closing with critical milestones;
 - (x) Deposit: Each Bid, including the Stalking Horse Bid, must be accompanied by a refundable deposit (the “**Deposit**”) in the form of a wire transfer to an account specified by the Monitor, payable to the order of the Monitor, on behalf of Harte Gold, in trust, in an amount equal to five percent (5%) of the cash consideration contemplated by the Bid (including the Stalking Horse Bid), to be held and dealt with in accordance with the terms of this SISP;
 - (xi) Terms of Court Order(s): Each Bid must describe the key terms and provisions to be included in any order of the CCAA Court approving the contemplated transaction;
 - (xii) Precedent Investments in the Mining Industry: Each Bid must provide any relevant details of the previous investments or acquisitions, or any other experience a Qualified Bidder has and deemed relevant by such Qualified Bidder, in the mining industry, including the date, nature of the investment, amount invested, geography and any other relevant information related to such investment;
 - (xiii) Prospective Plans: Each Bid should include the Qualified Bidder’s proposed plans for Harte Gold following consummation of a potential transaction, including intentions for Harte Gold’s operations as well as for management, employees and facilities;
 - (xiv) Confirmation of no Collusion. Each Auction Bid should include confirmation by the Qualified Bidder that it has not engaged in any discussions or any other collusive behaviour with any other Potential Bidder or Qualified Bidder regarding the SISP or any bids submitted or contemplated to be submitted in the SISP; and
 - (xv) Other Information: Each Bid must contain such other information as may be reasonably requested by Harte Gold or the Monitor from time to time.
19. Notwithstanding anything herein to the contrary, Harte Gold, in consultation with the Monitor, will review and assess each Bid to determine whether such Bid is a Qualified Bid. In performing such review and assessment, Harte Gold, in consultation with the Monitor, may evaluate the following non-exhaustive list of considerations: (a) the subscription/purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the firm, irrevocable commitment for financing of the transaction; (c) the claims likely to be created by such Bid in relation to other Bids; (d) the counterparties to the transaction; (e) the terms of transaction documents, including, if applicable, the proposed revisions to the Stalking Horse Bid; (f) the closing conditions and other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (g) planned treatment of stakeholders; (h) the assets included or excluded from the Bid; (i) any restructuring costs that would arise from the Bid; (j) the likelihood and timing of consummating the transaction, (k) the financing or cash pro forma available post-closing to fund Harte Gold’s Business; (l) the capital sufficient to implement post-closing

measures and transactions; and (m) proposed treatment of the employees.

20. Harte Gold, in consultation with the Monitor, may reject any Bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements pursuant to these SIS Procedures; (iii) contrary to the best interest of Harte Gold; or (iv) not a Qualified Bid; provided that Harte Gold may, in consultation with the Monitor, waive strict compliance with any one or more of the requirements specified in paragraph 18 above and deem a non-compliant Bid to be a Qualified Bid.

Auction; Successful Bid

21. In the event that no Qualified Bid other than the Stalking Horse Bid is received, then (a) there will be no auction, (b) the Stalking Horse Bid will be deemed to be the Successful Bid, and (c) Harte Gold shall seek approval and authority to consummate the Stalking Horse Bid and the transactions provided for therein at the Approval Hearing.
22. If one or more Qualified Bids other than the Stalking Horse Bid are received, then Harte Gold, in consultation with the Monitor, shall conduct an auction to determine the highest or otherwise best Qualified Bid (the "**Auction**").
23. If the Auction is to take place, then as soon as practicable prior to the Auction, Harte Gold shall provide the Stalking Horse Bidder and all Qualified Bidders having submitted a Qualified Bid (the Stalking Horse Bidder and all Qualified Bidders, together, "**Auction Bidders**") with details of the time and place for the Auction and a copy of the Opening Bid for the Auction.
24. The Auction shall commence on the Auction Date and shall be held at the Toronto office of Stikeman Elliott LLP or by videoconference or such other arrangement acceptable to the Monitor. If the Auction is held at the Toronto office of Stikeman Elliott LLP and any Auction Bidder requests to participate by videoconference, Harte and the Monitor shall facilitate participation by videoconference. The Auction shall be conducted according to the following procedures:
 - (a) Participation: Harte Gold, in consultation with the Monitor, shall direct and preside over the Auction. Only Auction Bidders are eligible to participate in the Auction. Each Auction Bidder must have, present or available, the individual or individuals with the necessary decision-making authority to submit Overbids and to make such necessary and ancillary decisions as may be required during the Auction. Only the authorized representatives, including counsel and other advisors, of Harte Gold, the Monitor, and each of the Auction Bidders shall be permitted to attend the Auction.
 - (b) Rounds. Bidding at the Auction shall be conducted in rounds. The Qualified Bid determined by Harte Gold and the Monitor to have the highest and/or best value shall constitute the "**Opening Bid**" for the first round of bidding. The highest and/or best Overbid at the end of each round shall constitute the "**Opening Bid**" for the following round. Harte Gold, in consultation with the Monitor, shall determine what constitutes the Opening Bid for each round in accordance with the assessment criteria set out in paragraph 24.(d) below. In each round, an Auction Bidder may submit no more than one Overbid. Harte Gold, in consultation with the Monitor, may impose such time limits for the submission of Overbids as it deems reasonable. For clarity, the Stalking Horse Bidder may submit an Overbid.

- (c) Failure to Submit an Overbid. If, at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder that submitted the Opening Bid for such round) fails to submit an Overbid, then such Auction Bidder may not participate in any future round of bidding at the Auction. Any Auction Bidder that submits an Overbid during a round (including the Auction Bidder that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. Any Auction Bidder that fails to submit an Overbid in a round (other than the Auction Bidder that submitted the Opening Bid for such round) may be required by Harte Gold and the Monitor to leave the Auction.
- (d) Bid Assessment Criteria. Harte Gold, in consultation with the Monitor, shall determine which Qualified Bid constitutes the Opening Bid for the first round of bidding and the determination of which Overbid constitutes the Opening Bid for each subsequent round of bidding, taking into account all factors that Harte Gold and the Monitor, with the assistance of their advisors, reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 19, above.
- (e) Overbids. All bids made during the Auction must be Overbids and shall be submitted in a form to be determined by Harte Gold, in consultation with the Monitor. The identity of each Auction Bidder and all material terms of each Overbid may be fully disclosed by Harte Gold to all other Auction Bidders participating in the Auction. The Monitor shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid (as defined below) and the Back-Up Bid. To be considered an “**Overbid**”, a bid made during the Auction must satisfy the following criteria:
 - (i) Minimum Consideration. The overall amount of consideration of any Overbid shall not be less than the value of the Opening Bid of the applicable round of bidding, plus the Overbid Amount; and
 - (ii) Remaining terms are the same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Bid set forth in paragraph 18 above (provided, for greater certainty, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits (subject to subsection (h) hereof)). To the extent not previously provided (which shall be determined by Harte Gold in consultation with the Monitor), an Auction Bidder submitting an Overbid must submit, as part of its Overbid, evidence acceptable to Harte Gold, in consultation with the Monitor, demonstrating such Auction Bidder’s ability (including financial ability) to close the transaction contemplated by its Overbid;
- (f) Overbid Alterations: An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the prior Overbid so long as, after giving effect to the same, the terms of the new Overbid are no less favorable than any prior Overbid of such Auction Bidder, as determined by Harte Gold in consultation with the Monitor.
- (g) Announcing Highest Overbids. At the end of each round of bidding, Harte Gold, in consultation with the Monitor, shall (i) review each Overbid made in such round; (ii) identify the highest and/or best Overbid; and (iii) announce the terms of such highest and/or best Overbid to all Auction Bidders entitled to participate in the next round of bidding. Such highest and/or best Overbid shall be the Opening

Bid for the next round of the Auction.

- (h) Adjournments. Harte Gold, in consultation with the Monitor, may, in its reasonable business judgment, make one or more adjournments in the Auction to, among other things: (i) facilitate discussions with individual Auction Bidders, including any discussion, negotiation or clarification of any Overbid; (ii) allow individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and/or best Overbid at any given time during the Auction; (iv) give Auction Bidders the opportunity to provide such additional evidence as Harte Gold may require, in its reasonable business judgment, that the Auction Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the Overbid amount; and (v) subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, may consider appropriate, facilitate any appropriate consultation by Harte Gold and/or Auction Bidders with third party stakeholders.
- (i) Closing the Auction. If, in any round of bidding, no Overbid is made, the Auction shall be closed and Harte Gold, in consultation with the Monitor and legal advisors: (i) declare the last Opening Bid as the successful Bid (the “**Successful Bid**” and the party submitting such Successful Bid, the “**Successful Bidder**”); (ii) immediately review the other Overbids made in the previous round (or the Qualified Bid if no Overbids were made at the Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) (the “**Back-Up Bid**” and the party submitting such Back-Up Bid, the “**Back-Up Bidder**”); and (iii) advise the Successful Bidder and the Back-Up Bidder of such determinations and all other Auction Bidders that they are not a Successful Bidder or a Back-Up Bidder. If a Back-up Bid is identified in accordance with this SISP, then such Back-up Bid shall remain open until the closing of the transaction contemplated by the Successful Bid.
- (j) Executed Documentation: The Successful Bidder and the Back-up Bidder (if any) shall, within two (2) Business Days after the conclusion of the Auction, or such longer delay acceptable to Harte Gold, in consultation with the Monitor, submit to Harte Gold executed revised documentation memorializing the terms of the Successful Bid and the Back-up Bid (if any). The Successful Bid and the Back-up Bid may not be assigned to any party without the consent of Harte Gold.
- (k) Reservation of Rights.
 - (i) Notwithstanding anything herein to the contrary, Harte Gold shall be under no obligation to accept the highest or the best Overbid or any Qualified Bid (other than the Stalking Horse Bid if no higher or better Qualified Bid is accepted) or to pursue or hold an Auction or to select any Successful Bid and/or Back-up Bid.
 - (ii) Harte Gold reserves its rights to modify the conduct of the Auction at any time, acting reasonably, in consultation with the Monitor, in any manner that would best promote the goals of the Auction process, including to select the Successful Bid and/or Back-up Bid prior to the completion of the Auction.
- (l) No Collusion. Each Auction Bidder shall be required to confirm that it has not engaged in any discussions or any other collusive behaviour with respect to the

submissions of Overbids. Harte Gold, in consultation with the Monitor, may permit discussions between Auction Bidders at the Auction, subject to such rules and guidelines as Harte Gold, in consultation with the Monitor, considers appropriate. The parties agree that discussions between secured creditors of Harte Gold, including their affiliates, and their legal or financial advisors, regarding their secured interests in Harte Gold, shall not constitute collusive behaviour provided that such secured creditors comply with the requirements of paragraph 16 hereof.

Approval Motion

25. Harte Gold shall apply to the CCAA Court (the “**Approval Motion**”) for an order approving the Successful Bid and authorizing Harte Gold to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid. Such order shall also approve the Back-Up Bid, if any, in the event that the Successful Bid does not close for any reason.
26. The hearing of the Approval Motion will be held on the date of the Approval Hearing. The Approval Motion may be adjourned or rescheduled by Harte Gold or the Monitor, in consultation with the Successful Bidder, without further notice by an announcement of the adjourned date at the Approval Motion, or by notice to the service list in the CCAA Proceedings.
27. All Qualified Bids (other than the Successful Bid and the Back-Up Bid) will be deemed rejected on the date of approval of the Successful Bid by the CCAA Court.

Closing the Successful Bid

28. Harte Gold and the Successful Bidder shall take all reasonable steps to complete the transaction contemplated by the Successful Bid as soon as possible after the Successful Bid is approved by the CCAA Court. If the transaction contemplated by the Successful Bid has not closed by the outside date provided for in the Successful Bid or the Successful Bid is terminated for any reason prior to the outside date provided for in the Successful Bid, Harte Gold may elect, with the consent of the Monitor, to seek to complete the transaction contemplated by the Back-Up Bid, and will promptly seek to close the transaction contemplated by the Back-Up Bid. The Back-Up Bid will be deemed to be the Successful Bid and Harte Gold will be deemed to have accepted the Back-Up Bid only when Harte Gold has made such election and provided written notice of such determination to the Successful Bidder and the Back-Up Bidder.

General

29. All Deposits will be retained by the Monitor and deposited in a trust account. The Deposit (without interest thereon) paid by the Successful Bidder and Back-Up Bidder whose bid(s) is/are approved at the Approval Motion will be applied to the subscription/purchase price to be paid or investment amount to be made by the Successful Bidder and/or Back-Up Bidder, as applicable upon closing of the approved transaction and will be non-refundable, other than in the circumstances set out in the Successful Bid or the Back-Up Bid, as applicable. The Deposits (without interest) of Qualified Bidders and Auction Bidders not selected as the Successful Bidder and Back-Up Bidder will be returned to such bidders within five (5) Business Days after the selection of the Successful Bidder and Back-Up Bidder or any earlier date as may be determined by Harte Gold, in consultation with the Monitor. The Deposit of the Back-Up

Bidder, if any, shall be returned to such Back-Up Bidder no later than five (5) Business Days after Closing.

30. If a Successful Bidder breaches its obligations under the terms of the SISP, its Deposit shall be forfeited as liquidated damages and not as a penalty.
31. All bidders (including Auction Bidders and Qualified Bidders) shall be deemed to have consented to the exclusive jurisdiction of the CCAA Court and waived any right to apply to another jurisdiction in connection with any disputes relating to the SISP, including the qualification of bids, the Auction, if any, the construction and enforcement of the SISP, the transaction documents and the Closing, as applicable.
32. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.
33. There will be no amendments to this SISP without the consent of the Monitor and Harte Gold and, if such modification or amendment materially deviates from the key dates contemplated in Section 2 hereof, with the written consent of the Stalking Horse Bidder, or with the approval of the CCAA Court.
34. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, or any obligation to enter into any contractual or other legal relationship between Harte Gold and any Qualified Bidder or Auction Bidder, other than as specifically set forth in a definitive agreement that may be signed with Harte Gold.
35. Neither Harte Gold nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid and Back-Up Bid.

SCHEDULE A

Contact Information

Monitor

FTI CONSULTING CANADA INC.

TD South Tower,
79 Wellington Street West
Toronto Dominion Centre, Suite 2010
P.O. Box 104,
Toronto, ON
Canada, M5K 1G8

Attention of:

Nigel Meakin

Tel: (416) 649-8065
Email: nigel.meakin@fticonsulting.com

Jeffrey Rosenberg

Tel: (416) 649-8073
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Dean Mullett

Tel: (416) 816-0733
Email: dean.mullett@fticonsulting.com

SCHEDULE B

Required Acknowledgement

Acknowledgement of the Sale and Investment Solicitation Process

TO: Harte Gold Corp. ("**Harte Gold**")

AND TO: FTI Consulting Canada Inc., as monitor in the CCAA proceedings (the "**Monitor**")

RE: Sale and Investment Solicitation Process in respect of Harte Gold

On December 7, 2021, the Ontario Superior Court of Justice [Commercial List] (the "**CCAA Court**") granted an initial order (the "**Initial Order**") in respect of Harte Gold pursuant to the *Companies' Creditors Arrangement Act*, and FTI Consulting Canada Inc. was appointed as Monitor of Harte Gold.

On December 20, 2021, the CCAA Court granted, *inter alia*, an order (the "**SISP Order**") approving the conduct of a sale and solicitation process (the "**SISP**") by Harte Gold, with the assistance of the Monitor, in accordance with the procedures attached to the SISP Order (the "**SISP Procedures**").

The undersigned hereby acknowledges having received a copy of the SISP Order and of the SISP Procedures, and that in order to participate in the SISP and submit a Bid (as defined in the SISP Procedures) that will be considered by Harte Gold, in consultation with the Monitor and their respective advisors, the undersigned must comply with the terms and provisions of the SISP Order and the SISP Procedures, which the undersigned hereby agrees to do.

This ____ day of _____, 2021.

[Insert Interested Party name]

By:
Title:

SCHEDULE C

SISP Press Release

Harte Gold Announces Extension of Stay Period, Approval of Increased DIP Financing and Approval of Sale and Investment Solicitation Process

Toronto – December 20, 2021 – As previously announced, on December 7, 2021, HARTE GOLD CORP. (“**Harte Gold**” or the “**Company**”) (TSX: HRT / OTC: HRTFF / Frankfurt: H4O) was granted creditor protection pursuant to an order (the “**Initial Order**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Pursuant to the Initial Order, the Company obtained protection from its creditors for an initial period of ten (10) days (the “**Stay Period**”) and FTI Consulting Canada Inc. was appointed as monitor of the Company (in such capacity, the “**Monitor**”).

On December 16, 2021, the Court granted an order pursuant to which the Stay Period was extended until December 21, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$2.5 million,

On December 20, 2021, the Court granted an Amended and Restated Initial Order (the “**ARIO**”) pursuant to which, *inter alia*, the Stay Period was extended until January 31, 2022 and the amount authorized for borrowing under the DIP Financing Agreement approved by the Court in the Initial Order was increased to \$10.8 million.

On December 20, 2021 also, the Court also granted an order (the “**SISP Order**”) authorizing the Company to conduct, with the assistance of the Monitor, a sale and investment solicitation process (the “**SISP**”) in accordance with certain terms and conditions relating thereto (the “**SISP Procedures**”). As part of the SISP Order, the Court approved the Company’s execution of a subscription agreement (the “**Subscription Agreement**”) with 1000025833 Ontario Inc. (the “**Investor**”), a wholly-owned indirect subsidiary of Silver Lake Resources Limited (“**Silver Lake**”) (ASX: SLR) and the use of the Subscription Agreement as a “stalking horse bid” (the “**Stalking Horse Bid**”) in the context of the SISP, in order to establish the baseline consideration for the Company’s business and assets. Interested parties are invited to participate in the SISP and submit a superior proposal (each a “**Superior Proposal**”) to the Stalking Horse Bid. If no Superior Proposal is submitted to the Company and the Monitor as part of the SISP, the Investor shall be declared the successful bidder at the conclusion of the SISP and, if the transaction contemplated in the Subscription Agreement is subsequently approved by the Court, the Investor will become the sole shareholder of Company, which will continue its business and operations as a going concern. The SISP is intended to secure the highest or otherwise best offer for the Company’s business and assets, for the benefit of all stakeholders.

In order to participate in the SISP and obtain access to a virtual data room, all interested parties must comply with the terms and conditions set forth in the SISP Procedures, a copy of which is attached to the SISP Order and is also available on the Monitor’s website at <http://cfcanada.fticonsulting.com/harte>. Parties interested in participating in the SISP, should contact the Monitor at hartegold@fticonsulting.com.

All bids must be submitted to the Monitor by no later than January 14, 2022 at 5:00 p.m. (prevailing Eastern Time).

Additional Information

Further updates will be provided as appropriate. A copy of the Initial Order, the ARIO, the SISP Order, the SISP Procedures and all materials related thereto, as well as any other information regarding the CCAA proceedings, are available on the Monitor's website at <http://cfcanada.fticonsulting.com/harte>.

About Harte Gold Corp.

Harte Gold holds a 100% interest in the Sugar Zone mine located in White River, Canada. The Sugar Zone Mine entered commercial production in 2019. The Company has further potential through exploration at the Sugar Zone Property, which encompasses 81,287 hectares covering a significant greenstone belt. Harte Gold trades on the TSX under the symbol "HRT", on the OTC under the symbol "HRTFF" and on the Frankfurt Exchange under the symbol "H4O".

For further information, please visit www.hartegold.com or contact:

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Cautionary note regarding forward-looking information:

This news release includes "forward-looking statements", within the meaning of applicable securities legislation, which are based on the opinions and estimates of management and are subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar words suggesting future outcomes or statements regarding an outlook. Specific forward-looking statements in this press release include, but are not limited to, the Stay Period expiring on January 31, 2022; the Investor, if it is the successful bidder at the conclusion of the SISP and is approved by the Court, becoming the sole shareholder of Company in a transaction which provides for the continuation of its business and operations as a going concern; the DIP Financing providing Harte Gold with the liquidity required to continue the operations of Sugar Zone Mine until closing of a transaction; there being no recovery for holders of existing equity interests in the Company unless the successful bid at the conclusion of the SISP provides for significantly higher value than the Subscription Agreement; further updates being provided as appropriate; and the Company having further potential through exploration at the Sugar Zone Property. Forward-looking statements are necessarily based upon a number of estimates and assumptions including material estimates and assumptions related to the factors set forth below that, while considered reasonable by the Company as at the date of this press release in light of management's experience and perception of current conditions and expected developments, are inherently subject to significant business, economic, and competitive uncertainties and contingencies. Known and unknown factors could cause actual results to differ materially from those projected in the forward-looking statements, and undue reliance should not be placed on such statements and information. Such risks and uncertainties include, but are not limited to, the Strategic Review Process failing to result in a transaction that provides value to the Company's stakeholders; the Company being unable to secure sufficient financing to complete the Strategic Review Process; the Company being unable to continue as a going concern; the risk that the Company will not have adequate sources of funding to finance the Company's operations in the near future; the risk that the Company will not be able to obtain sufficient financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes; the risk that the Company has insufficient assets to meet its liabilities or satisfy its creditors; the Company being able to attract and retain qualified candidates to join the Company's management team and board of directors, risks associated with the mining industry, including operational risks in exploration, development and production; delays or changes in plans with respect to exploration or development projects or capital expenditures; the uncertainty of reserve estimates; the uncertainty of estimates and projections in relation to production, costs and expenses; the uncertainty surrounding the ability of the Company to obtain all permits, agreements, consents or authorizations required for its operations and activities; and health, safety and environmental risks, the risk of commodity price and foreign exchange rate fluctuations, the ability of Harte Gold to fund the capital and operating expenses necessary to achieve the business objectives of Harte Gold, the uncertainty associated with commercial negotiations and negotiating with contractors and other parties and risks

associated with international business activities, as well as other risks and uncertainties which are more fully described in the Company's Annual Information Form dated March 30, 2021, and in other filings of the Company with securities and regulatory authorities which are available on SEDAR at www.sedar.com. Due to the risks, uncertainties and assumptions inherent in forward-looking statements, prospective investors in securities of the Company should not place undue reliance on these forward-looking statements. Readers are cautioned that the foregoing list of risks, uncertainties and other factors are not exhaustive. The forward-looking statements contained in this news release are made as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking statements or in any other documents filed with Canadian securities regulatory authorities, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws. The forward-looking statements are expressly qualified by this cautionary statement. The Toronto Stock Exchange has not reviewed and does not accept responsibility for the adequacy or accuracy of this news release.

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

Court File No.: CV-21-00673304-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HARTE GOLD**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**AMENDED AND RESTATED
INITIAL ORDER**

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Lawyers for the Applicant

SCHEDULE "C" EXCLUDED ASSETS

Any and all of the Company's rights in respect of the retainers paid to Stikeman Elliott LLP, FTI Consulting Canada Inc., Goodmans LLP and Thornton Grout Finnigan LLP.

SCHEDULE "D" EXCLUDED CONTRACTS¹

1. All financing agreements other than the BNPP Credit Agreement, including without limitation:
 - a) Financing Agreement dated July 13, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp. and any amendments thereto including the Amending Agreement to the Financing Agreement dated August 28, 2020, as between ANR Investments 2 B.V. and Harte Gold Corp.
 - b) Facility Agreement dated August 28, 2020, as between AHG (Jersey) Limited and Harte Gold Corp.
 - c) Bridge Loan Agreement dated May 3, 2018, as between ANR Investments B.V. and Harte Gold Corp.
2. Any and all employment agreements with Terminated Employees
- ~~3. The lease dated November 28, 2019 between Harte Gold Corp., as tenant, and GT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario~~
3. ~~4.~~The following engagement agreements:
 - a) Engagement Letter dated June 4, 2021, as between Jeffries LLC and Harte Gold Corp.
 - b) Engagement Agreement dated May 24, 2021, as between Scotia Capital Inc. and Harte Gold Corp.
 - c) Engagement Letter dated January 15, 2021, as between CIBC World Markets Inc. and Harte Gold Corp.
 - d) Engagement Letter dated June 8, 2021, as between Odeon Capital Group LLC and Harte Gold Corp.
 - e) Engagement Letter, dated June 3, 2021, between FTI Consulting Canada Inc. and Stikeman Elliott LLP, as subsequently amended on June 25, 2021.
4. ~~5.~~All subscription agreements, including, without limitation:
 - a) Subscription, Standby Commitment and Facility Extension Agreement dated June 6, 2019, as between ANR Investments B.V. and Harte Gold Corp.
 - b) Subscription Agreement dated March 18, 2021, as between New Gold Inc. and Harte Gold Corp.
 - c) Subscription Agreement dated November 23, 2016, as between ANR Investments B.V. and Harte Gold Corp.

¹ References to "Excluded Contracts" in this section shall include all related security and other documents to which Harte is party.

- d) Subscription Agreement dated December 29, 2017, as between Orion Mine Finance Fund II LP and Harte Gold Corp.

SCHEDULE "E" EXCLUDED LIABILITIES

1. All Liabilities relating to or arising from the Retained Contracts, prior to the commencement of the CCAA Proceedings, which are not royalties, Cure Costs or otherwise Pre-Filing Trade Amounts payable under the Retained Contracts (where such royalties, Cure Costs or Pre-Filing Trade Amounts shall be subject to the Cure Costs and Pre-Filing Trade Amount Cap).
2. Any and all Liabilities with regard to any litigation or other legal proceedings brought or initiated, or which could be brought or initiated, against the Company relating to or arising from any act, occurrence or circumstance existing at or before the Closing Date, excluding, solely, any regulatory or environmental Liabilities owed to any Governmental Authority
3. All Liabilities relating to or arising from the Facility Agreement dated August 28, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between AHG (Jersey) Limited and Harte Gold Corp.
4. All Liabilities relating to or arising from the Financing Agreement dated July ~~13~~¹⁴, 2020 (as amended, restated, supplemented or otherwise modified, from time to time) between ANR Investments 2 B.V. and Harte Gold Corp.

SCHEDULE "F" ENCUMBRANCES TO BE DISCHARGED

SCHEDULE “G” RETAINED CONTRACTS

All Contracts which are not listed as Excluded Contracts in Schedule D, including without limitation:

1. Contract No. HGC 18-6263 dated October 1, 2018, as between Glencore Canada Corporation and Harte Gold Corp. and any amendments thereto including Amendment No. 1 to Contract No. HGC 18-6263 dated May 27, 2019, as between Glencore Canada Corporation and Harte Gold Corp. and Amendment No. 2 to Contract No. HGC 18-6263 dated February 27, 2020, as between Glencore Canada Corporation and Harte Gold Corp.
2. Any obligations of the Company under the ISDA Master Agreement and Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company
3. All offtake agreements, including without limitation:
 - a) Offtake Agreement dated July 14, 2020, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
 - b) Offtake Agreement dated January 9, 2018, as between ANR Investments B.V. and Harte Gold Corp. and any amendments thereto
 - c) Offtake Agreement dated December 29, 2017, as between Orion (OMF Fund II SO Ltd.) and Harte Gold Corp. and any amendments thereto
4. All royalty agreements, including without limitation:
 - a) Royalty Agreement dated December 19, 2019, as between 2729992 Ontario Corp. and Harte Gold Corp.
 - b) Royalty Agreement dated August 28, 2020, as between 2729992 Ontario Corp. and Harte Gold Corp.
 - c) Net Profits Royalty, Schedule 3 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
 - d) Net Smelter Royalty, Schedule 4 to Option and Joint Venture Agreement (and the Schedules thereto) dated July 10, 1998, as between Corona Gold Corporation, John E. Ternowesky, Lloyd Halverson, Ernie Beaven, Eino Ranta, The Estate of Omer L. Belisle, Broad Horizons Trust, Broad Horizons Inc., and Harte Resources Corporation
 - e) Option Agreement dated June 28, 2010 between Harte Gold Corp., Lloyd Halverson, Eugene Belisle and John E. Ternowesky
 - f) Net Smelter Royalty, Schedule B to the Property Option Agreement dated August 14, 2017, as between Lloyd Halverson, Doug Kakeeway, John E. Ternowesky, and Harte Gold Corp.
5. The Impact Benefits Agreement dated April 2018 between Pic Mobert First Nation and Harte Gold Corp. (the **“Impact Benefits Agreement”**):

6. The lease dated November 28, 2019, between Harte, as tenant, and CT Tower Investments Inc., as landlord, in respect of the property located at 161 Bay Street, Suite 2400, Toronto, Ontario.
7. ~~6.~~

SCHEDULE "H" SPECIFIC ASSUMED LIABILITIES

1. All Liabilities in respect of Employees, except for Liabilities relating to Terminated Employees

SCHEDULE "I" PERMITTED ENCUMBRANCES

1. Reservations, limitations, proviso and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use or exploitation
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of the Freehold Properties contained in Schedule "K", that arise in the ordinary course of business and which do not individually or in the aggregate materially adversely affect value, use or exploitation
4. Encumbrances in respect of any Retained Contracts
5. Encumbrances permitted in writing by the Investor
6. Any obligations of the Company under the ISDA Master Agreement and the Schedule made as of June 10, 2019 (as subsequently supplemented) between BNP Paribas and the Company, all related confirmations thereunder, and the security granted in association therewith

SCHEDULE "J" PERMITS AND LICENSES

See Schedule "L".

SCHEDULE "K" MINERAL TENURES

Part I – Freehold Properties

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
1.	None	White River	Freehold	31082-0218	PCL 4507 SEC A WS; PT FARM LOCATION CK74 HUNT AS IN LT50339; WHITE RIVER	SR/MR
2.	None	White River	Freehold	31082-0219	PCL 4508 SEC AWS; PT FARM LOCATION CK74 HUNT AS IN L T50340; WHITE RIVER	SR/MR
3.	None	White River	Freehold	31082-0234	PCL 11183 SEC AWS; PT FARM LOCATION CK77 HUNT PT 1 1R6484; WHITE RIVER	SR/MR

Part II – Leasehold Properties

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
4.	1069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348, SSM1069349, SSM1069350	Hambleton and Odium	Leasehold	31053-0001	MINING CLAIMS I 069328 TO 1069331 INCLUSIVE, SSM1069334, SSM1069335, SSM1069336, SSM1069340, SSM1069341, SSM1069342, SSM1069347, SSM1135498, SSM1182994, SSM4270162, SSM1069327, SSM1069337, SSM1069338, SSM1069339, SSM1069348, SSM1069349, SSM1069350 BEING PTS 1,2,3,4,5,6,7,8,9 PL IRI3039, EXCEPT SURFACE RIGHTS BEING PTS 2 TO 9 INCLUSIVE PL 1RI3039 HAMBLETON, ODLUM	SR/MR - Pt I, Plan IRI3039 MRO - Pts 2-9, Plan IR13039

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
5.	SSMI069332, SSMI069333, SSMI069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI069346	Hambleton	Leasehold	31054- 0003	MINING CLAIMS SSM1069332, SSMI069333, SSM1069343, SSMI182993; PT MINING CLAIMS SSM1069344, SSMI 069346 HAMBLETON PT 1 IR 13011; DISTRICT OF ALGOMA	SR/MR
6.	PT MINING CLAIM SSM1232640	Gourlay and Strickla	Leasehold	31054- 0004	PT MINING CLAIM SSM 1232640 GOURLAY & STRICKLAND PT 2 IRI3011; DISTRICT OF ALGOMA	SR/MR
7.	PT MINING CLAIM SSM1235595	Gourlay	Leasehold	31054- 0005	PT MINING CLAIM SSM1235595 GOURLAY PT 3 IR 13011; DISTRICT OF ALGOMA	SR/MR
8.	PT MINING CLAIMS SSMI069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595	Hambleton, Gourlay, Strickland and Odium	Leasehold	31054- 0006	MINING RIGHTS ONLY PT MINING CLAIMS SSM1069344, SSMI069345, SSMI069346, SSM1232640, SSMI235595 HAMBLETON, GOURLAY, STRICKLAND & ODLUM PTS 4-9 IR 13011; DISTRICT OF ALGOMA	MRO
9.	SSM937771, SSM937772, SSM937772, SSMI043806, SSMI043807, SSMI043808, SSMI043809, SSM1043810, SSMI069352, SSMI069353,	Hambleton, Odium and Strickland	Leasehold	31077- 0001	MINING CLAIMS SSM937771, SSM937772, SSM937772, SSMI043806, SSM1043807, SSM1043808, SSMI043809, SSMI043810, SSMI069352, SSMI069353,	SR/MR- Ptl, Plan IRI3019 MRO- Pts 2-8, Plan IR13019

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSMI069368, SSMI069369, SSMI069370, SSMI069371, SSM1140638, SSM1140639, SSM1140640, SSMI140641, SSM1140642, SSMI140643, SSMI140644, SSM1140645, SSMI140646, SSMI140647, SSM1140658, SSM1140659, SSMI140660				SSMI069354, SSMI069355, SSMI069366, SSMI069367, SSM 1069368, SSMI069369, SSMI069370, SSMI069371, SSMI140638, SSMI140639, SSMI140640, SSMI140641, SSMI140642, SSMI140643, SSMI140644, SSMI140645, SSMI140646, SSMI140647, SSMI140658, SSM1140659 & SSM1140660 BEING PTS 1,2,3,4,5,6, 7 & 8 PL 1R13019 EXCEPT SURFACE RIGHTS BEING PTS 2 TO 8 INCLUSIVE PL IR13019 1- IAMBLETON,ODLUM & STRICKLAND; CITY OF SAULT STE. MARIE	
10.	SSM937770, SSMI 043803, SSM1043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250,	Hambleton and Odium	Leasehold	31078- 0001	MINING CLAIMS SSM937770, SSMI043803, SSM I 043811, SSMI043812, SSMI069356, SSMI069357, SSMI069358, SSMI069363, SSMI069364, SSMI069365, SSMI069372, SSM1069373, SSM1069374, SSM1078250, SSM1078251, SSM1078252, SSMI135499, SSM1194337 &	SR/MR- Pts 1,2, 3, 6 &10, Plan 1RI3038 MRO - Pts 4, 5, 7, 8, 9& 1 L Plan IRI3038

No.	Claim No(s).	Township	Land Tenure	PIN	Legal Description	SRO/MRO
	SSM1078251, SSMI078252, SSM1135499, SSM1194337, SMMI194340				SMM1194340 BEING PTS 1 TO 11 PL I R13038 EXCEPT SURFACE RIGHTS BEING PTS 4,5,7,8,9 & 11 PL IR13038 HAMBLETON ODLUM; CITY OF SAULT STE. MARIE	

Part III – Unpatented Mining Claims

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area /# of Cells	Due Date
100110	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
102261	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
102955	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102956	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
102957	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
103256	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
103795	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
104062	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
108657	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
110507	Claim	Active	2018-04-10	2022-12-03	(142281) HARTE GOLD CORP.	1	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
111378	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111755	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
111802	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
112652	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
113014	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
115744	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115745	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
115746	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
115851	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
117345	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
117527	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118071	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
118285	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
118287	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
119804	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
122945	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
125756	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
125769	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125817	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
125852	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
127131	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
130537	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
131794	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
132528	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
133127	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
133689	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
133770	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
133895	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
134919	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
136581	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
136582	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
137166	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
141005	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
142088	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
142560	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
142645	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
142714	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
150290	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
150356	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
150477	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
151061	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
151151	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
151747	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
151748	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
153728	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154316	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
154634	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
154859	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
155027	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
155301	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
155471	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
155472	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
156716	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
157827	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
159665	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
159846	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
162381	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167174	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
167200	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167201	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
167881	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
168373	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
168606	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
168648	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168649	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168650	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
168651	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
169308	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
170250	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170388	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170921	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
170953	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
170954	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
171296	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
171544	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
171922	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
173870	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
174320	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
175638	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
180576	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
180577	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
182897	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
183693	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
183874	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
184494	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
185100	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
185118	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
185737	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
186239	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186240	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
186333	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
187120	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
188477	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
189153	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189186	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
189211	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
192398	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
193853	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
196508	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
197174	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
199956	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
200170	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
200808	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
200809	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
201257	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
205218	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
205227	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
205228	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
205229	Claim	Active	2018-04-10	2023-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2023-01-31
206596	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
206598	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
207283	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
208206	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
208207	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
208950	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
208958	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
209282	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209283	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
209284	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
219128	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
219164	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
220366	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220373	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
220821	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
220822	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
221060	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
221158	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
225048	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
226382	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
227074	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
227577	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228206	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
228212	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
229063	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
229139	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
234526	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
236538	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
237877	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
238950	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
244350	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
245152	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
245812	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
246627	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
252539	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
255917	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255918	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
255919	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
260565	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
265078	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
265657	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
265862	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
265863	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
266283	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
266799	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
266805	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267434	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
267440	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
267591	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
271837	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
273604	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
273605	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274244	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
274252	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
274857	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
274873	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
276267	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
276303	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
277728	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
281507	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
282751	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
286341	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286342	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286343	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286384	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
286410	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
287517	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO	1	2022-12-27

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
					EXPLORATION INC.		
287639	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
289563	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
290157	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
290563	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
293144	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
294235	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
294243	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
300518	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
302666	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
302669	Claim	Active	2018-04-10	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-12-27
302908	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
308490	Claim	Active	2018-04-10	2022-12-23	(142281) HARTE GOLD CORP.	1	2022-12-23
311337	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317714	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
317747	Claim	Active	2018-04-10	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-09-12
319552	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
322925	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
323310	Claim	Active	2018-04-10	2022-06-20	(142281) HARTE GOLD CORP.	1	2022-06-20
324599	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
329144	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30
330435	Claim	Active	2018-04-10	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
331171	Claim	Active	2018-04-10	2022-01-31	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	1	2022-01-31
332771	Claim	Active	2018-04-10	2022-08-30	(142281) HARTE GOLD CORP.	1	2022-08-30

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
333357	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
334503	Claim	Active	2018-04-10	2022-02-06	(142281) HARTE GOLD CORP.	1	2022-02-06
335993	Claim	Active Pending Proceedings	2018-04-10	2021-01-08	(142281) HARTE GOLD CORP.	1	2021-01-08
336697	Claim	Active	2018-04-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
337943	Claim	Active	2018-04-10	2022-02-22	(142281) HARTE GOLD CORP.	1	2022-02-22
344511	Claim	Active Pending Proceedings	2018-04-10	2021-02-16	(142281) HARTE GOLD CORP.	1	2021-02-16
344618	Claim	Active	2018-04-10	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
514033	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
514035	Claim	Active	2018-04-11	2022-04-11	(142281) HARTE GOLD CORP.	1	2022-04-11
530313	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530314	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	16	2022-06-20
530315	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
530316	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
530317	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
530318	Claim	Active	2018-08-29	2022-06-20	(142281) HARTE GOLD CORP.	18	2022-06-20
531016	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531017	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531018	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531019	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531020	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531021	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531022	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	22	2022-06-20
531023	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531024	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	25	2022-06-20
531025	Claim	Active	2018-09-10	2022-06-20	(142281) HARTE GOLD CORP.	24	2022-06-20
531026	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531027	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531031	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531046	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531047	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531048	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	23	2022-02-22
531079	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531080	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531081	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531082	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531083	Claim	Active	2018-09-10	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
531084	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531085	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531086	Claim	Active	2018-09-10	2023-01-18	(142281) HARTE GOLD CORP.	24	2023-01-18
531087	Claim	Active	2018-09-10	2022-01-18	(142281) HARTE GOLD CORP.	24	2022-01-18
531088	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531089	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	20	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531090	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531091	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531092	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	24	2022-03-10
531093	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531094	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531095	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531096	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531097	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531098	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531099	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531100	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	24	2022-01-09
531111	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531112	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531113	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531114	Claim	Active	2018-09-10	2022-03-10	(142281) HARTE GOLD CORP.	25	2022-03-10
531115	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	23	2022-01-10
531116	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	24	2023-01-10
531117	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531118	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	25	2023-01-10
531119	Claim	Active	2018-09-10	2022-01-10	(142281) HARTE GOLD CORP.	20	2022-01-10
531120	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	15	2023-01-10
531121	Claim	Active	2018-09-10	2023-01-10	(142281) HARTE GOLD CORP.	16	2023-01-10
531126	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531139	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	23	2022-01-09
531151	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531152	Claim	Active	2018-09-10	2022-01-09	(142281) HARTE GOLD CORP.	17	2022-01-09
531153	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	22	2022-12-23
531154	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531155	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531156	Claim	Active	2018-09-10	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531157	Claim	Active	2018-09-10	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531160	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531161	Claim	Active	2018-09-11	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
531162	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531163	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	15	2022-01-09
531164	Claim	Active	2018-09-11	2022-01-10	(142281) HARTE GOLD CORP.	18	2022-01-10
531165	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	13	2022-04-21
531166	Claim	Active	2018-09-11	2022-01-09	(142281) HARTE GOLD CORP.	2	2022-01-09
531167	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531168	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531169	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531170	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	23	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531171	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	22	2022-04-21
531172	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531173	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531174	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	24	2022-12-23
531175	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531176	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531177	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	24	2022-11-16
531178	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531179	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	21	2022-12-03
531180	Claim	Active	2018-09-11	2022-11-16	(142281) HARTE GOLD CORP.	23	2022-11-16
531181	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531182	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531183	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531184	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531185	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531195	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531196	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531197	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	24	2022-04-21
531198	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	19	2022-04-21
531199	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	2	2022-12-23
531200	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531201	Claim	Active	2018-09-11	2022-10-29	(142281) HARTE GOLD CORP.	5	2022-10-29
531202	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	23	2022-12-23
531203	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	21	2022-12-31
531204	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	12	2022-12-31
531205	Claim	Active	2018-09-11	2022-03-27	(142281) HARTE GOLD CORP.	12	2022-03-27
531206	Claim	Active	2018-09-11	2022-04-26	(142281) HARTE GOLD CORP.	24	2022-04-26
531207	Claim	Active	2018-09-11	2022-07-02	(142281) HARTE GOLD CORP.	4	2022-07-02

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531208	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	13	2022-12-31
531209	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	6	2022-12-23
531210	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	17	2022-12-23
531211	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	8	2022-12-23
531212	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	18	2022-12-31
531214	Claim	Active	2018-09-11	2022-07-20	(142281) HARTE GOLD CORP.	6	2022-07-20
531215	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	9	2022-12-31
531216	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	3	2022-12-31
531217	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	6	2022-12-31
531218	Claim	Active	2018-09-11	2022-12-31	(142281) HARTE GOLD CORP.	5	2022-12-31
531219	Claim	Active	2018-09-11	2022-11-20	(142281) HARTE GOLD CORP.	25	2022-11-20
531220	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531221	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531222	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531223	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531224	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531225	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	24	2022-12-03
531226	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531227	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531228	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	15	2022-12-03
531229	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531230	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	22	2022-12-03
531231	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531232	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531233	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	25	2022-12-22
531234	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531235	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531236	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531237	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	20	2022-12-22
531238	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	23	2022-12-22
531239	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	4	2022-12-22
531240	Claim	Active	2018-09-11	2022-12-22	(142281) HARTE GOLD CORP.	24	2022-12-22
531241	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531242	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	20	2022-12-17
531243	Claim	Active	2018-09-11	2022-12-03	(142281) HARTE GOLD CORP.	25	2022-12-03
531244	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	25	2022-12-17
531245	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531246	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531247	Claim	Active	2018-09-11	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531248	Claim	Active	2018-09-11	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531249	Claim	Active	2018-09-11	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531254	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	24	2022-06-13

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531255	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531256	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531257	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	25	2022-12-23
531258	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	12	2022-06-13
531259	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	3	2022-12-23
531264	Claim	Active	2018-09-12	2022-12-17	(142281) HARTE GOLD CORP.	24	2022-12-17
531265	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	25	2022-04-21
531266	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531267	Claim	Active	2018-09-12	2022-04-21	(142281) HARTE GOLD CORP.	14	2022-04-21
531268	Claim	Active	2018-09-12	2022-12-23	(142281) HARTE GOLD CORP.	10	2022-12-23
531269	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	3	2022-06-13
531270	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	16	2022-12-03
531271	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	20	2022-11-16
531272	Claim	Active	2018-09-12	2022-12-03	(142281) HARTE GOLD CORP.	3	2022-12-03

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531273	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531274	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	25	2022-11-16
531275	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	21	2022-11-16
531276	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	25	2022-02-22
531277	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
531278	Claim	Active	2018-09-12	2022-11-16	(142281) HARTE GOLD CORP.	2	2022-11-16
531279	Claim	Active	2018-09-12	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
531280	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531281	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	25	2022-04-11
531282	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	24	2022-04-11
531283	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531284	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	23	2023-01-09
531285	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531286	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531287	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531288	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	21	2023-01-09
531289	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	14	2022-04-11
531290	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531291	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531292	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531293	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531294	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531295	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531296	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531297	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531298	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531299	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531300	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531301	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531302	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	1	2023-01-09
531304	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531305	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531306	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531309	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531316	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531317	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	1	2022-01-09
531331	Claim	Active	2018-09-12	2022-04-11	(142281) HARTE GOLD CORP.	19	2022-04-11
531332	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	24	2022-02-16
531333	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	12	2022-02-16
531334	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	25	2022-02-16
531335	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	25	2022-06-13
531336	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531337	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	23	2021-02-16
531338	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	24	2021-02-16
531340	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	17	2022-06-13
531341	Claim	Active	2018-09-12	2022-02-16	(142281) HARTE GOLD CORP.	2	2022-02-16
531342	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531343	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	20	2022-06-13
531344	Claim	Active	2018-09-12	2022-06-13	(142281) HARTE GOLD CORP.	18	2022-06-13
531345	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	2	2021-02-16
531346	Claim	Active Pending Proceedings	2018-09-12	2021-02-16	(142281) HARTE GOLD CORP.	4	2021-02-16
531347	Claim	Active	2018-09-12	2023-01-09	(142281) HARTE GOLD CORP.	25	2023-01-09
531348	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	22	2022-01-09
531349	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	16	2022-01-09
531350	Claim	Active	2018-09-12	2022-01-09	(142281) HARTE GOLD CORP.	25	2022-01-09
531351	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	24	2021-01-09

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
531352	Claim	Active Pending Proceedings	2018-09-12	2021-01-09	(142281) HARTE GOLD CORP.	25	2021-01-09
532869	Claim	Active	2018-10-09	2022-04-10	(142281) HARTE GOLD CORP.	20	2022-04-10
537443	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	14	2022-09-12
537444	Claim	Active	2018-12-19	2022-12-27	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	11	2022-12-27
537445	Claim	Active	2018-12-19	2022-09-12	(142281) HARTE GOLD CORP., (406313) PELANGIO EXPLORATION INC.	7	2022-09-12
537446	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	11	2022-04-11
537447	Claim	Active	2018-12-19	2022-04-11	(142281) HARTE GOLD CORP.	12	2022-04-11
537448	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22
537449	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	18	2022-02-22
537450	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	22	2022-02-22
537451	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	24	2022-02-22

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
537476	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	21	2022-02-22
537478	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	6	2022-02-22
537479	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537500	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	10	2022-02-22
537502	Claim	Active	2018-12-19	2022-02-22	(142281) HARTE GOLD CORP.	15	2022-02-22
549597	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549623	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549624	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	24	2022-05-10
549625	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	22	2022-05-10
549626	Claim	Active	2019-05-10	2022-05-10	(142281) HARTE GOLD CORP.	23	2022-05-10
549916	Claim	Active	2019-05-15	2022-05-10	(142281) HARTE GOLD CORP.	25	2022-05-10
564908	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564909	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564958	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	11	2022-11-29

Claim#	Type	Status	Issue Date	Anniversary Date	Owner Client#	Area # of Cells	Due Date
564959	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	25	2022-11-29
564960	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	20	2022-11-29
564961	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564962	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	19	2022-11-29
564963	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
564964	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	23	2022-11-29
564965	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	22	2022-11-29
564966	Claim	Active	2019-11-29	2022-11-29	(142281) HARTE GOLD CORP.	17	2022-11-29
565900	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29
565901	Claim	Active	2019-12-03	2022-11-29	(142281) HARTE GOLD CORP.	24	2022-11-29

Part IV – Additional Tenure IDs

1. 136581
2. 136582
3. 142560
4. 171296
5. 201257
6. 209282
7. 209283
8. 209284
9. 220821
10. 220822

11. 237877
12. 255917
13. 255918
14. 255919
15. 324599
16. 334503
17. 549597
18. 549623
19. 549624
20. 549625
21. 549626
22. 549916
23. 564908
24. 564909
25. 564958
26. 564959
27. 564960
28. 564961
29. 564962
30. 564963
31. 564964
32. 564965
33. 564966
34. 565900
35. 565901

SCHEDULE “L” MATERIAL PERMITS, LICENSES AND CONTRACTS

1. Insurance policies
 - a) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - b) Executive Protection Policy dated October 30, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - c) Contract of Insurance with policy beginning October 31, 2020, as between Allianz Global Risks US Insurance Company, Chubb Insurance Company of Canada, The Sovereign General Insurance Company, Liberty Mutual Insurance and Harte Gold Corp.
 - d) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - e) Commercial Automobile Coverage dated October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - f) Commercial Coverage with policy beginning October 31, 2020, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - g) Excess Follow Form Insurance Policy dated February 10, 2021 as between AIG Insurance Company of Canada and Harte Gold Corp.
 - h) Excess Liability with policy beginning October 31, 2020, as between Northbridge Insurance and Harte Gold Corp.
 - i) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2020, as between XL Specialty Insurance Company and Harte Gold Corp.
 - j) Excess Liability with policy beginning November 3, 2021, as between Northbridge Insurance and Harte Gold Corp.
 - k) Contract of Insurance with policy beginning October 31, 2021, as between Allianz Global Risks US Insurance Company, Stewart Specialty Risk Underwriting Ltd., The Sovereign General Insurance Company, Economical Mutual Insurance Company, and Harte Gold Corp.
 - l) Chubb Commercial Excess and Umbrella Insurance with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - m) Commercial Automobile Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.
 - n) All Risk Precious Metals and Stones Coverage Form Canada with policy beginning October 31, 2021, as between XL Specialty Insurance Company and Harte Gold Corp.

- o) Commercial Coverage with policy beginning October 31, 2021, as between Chubb Insurance Company of Canada and Harte Gold Corp.

2. Closure Plan and Permits, Environmental Permits

- a) Any and all permits, approvals, agreements, or licences issued under or pursuant to the following statutes, as amended from time to time or regulations thereunder: the Mining Act, R.S.O. 1990, c. M.14, the Mining Tax Act, R.S.O. 1990, c. M.15, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Endangered Species Act, 2007, S.O. 2007, c. 6, the Public Lands Act, R.S.O. 1990, c. P.43, the Forest Fires Prevention Act, R.S.O. 1990, c. F.24, the Beds of Navigable Waters Act, R.S.O. 1990, c. B.4, the Lakes and Rivers Improvement Act, R.S.O. 1990, c. L.3, the Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33, the Canadian Navigable Waters Act, R.S.C., 1985, c. N-22, including but not limited to those permits, approvals, agreements, or licences listed at Schedule L, items 16 – 32, below.
- b) Sugar Zone Project Closure Plan and all amendments thereto
- c) Amended Environmental Compliance Approval 7924-BBLL6K, issued May 3, 2019 and all amendments thereto and notices thereunder
- d) Amended Environmental Compliance Approval 8479-B3QHJZ, issued September 20, 2018 and all amendments thereto and notices thereunder
- e) Amended Environmental Compliance Approval 2656-B2UG23, issued September 20, 2018 and all amendments thereto and notices thereunder
- f) Amended Environmental Compliance Approval 7268-AHYLJT, issued January 31, 2017 and all amendments thereto and notices thereunder
- g) Amended Environmental Compliance Approval 3215-9ZXM5X, issued September 30, 2015 and all amendments thereto and notices thereunder
- h) Amended Environmental Compliance Approval 7150-9XMLGX, issued July 16, 2015 and all amendments thereto and notices thereunder
- i) Environmental Compliance Approval 5475-98BPSI, issued January 15, 2014 and all amendments thereto and notices thereunder
- j) Environmental Compliance Approval 9197-992HFN, issued January 6, 2014 and all amendments thereto and notices thereunder
- k) Location Approval WAWA-LOC-01-2017, under the Lakes & Rivers Improvement Act, issued March 21, 2017
- l) Location Approval WAWA-LOC-01-2020, under the Lakes & Rivers Improvement Act, issued July 3, 2020

- m) Land Use Permit Application 1524-1001682, under the Public Lands Act, submitted February 8, 2018
- n) Permit to Take Water 8337-B3QJAH, issued September 20, 2018 and all amendments thereto and notices thereunder
- o) Permit to Take Water P-300-6062209462, issued November 2, 2019 and all amendments thereto and notices thereunder
- p) Permit to Take Water 5567-BVBPWM, issued November 19, 2020 and all amendments thereto and notices thereunder
- q) Permit to Take Water 7466-AREGML, issued September 20, 2018 and all amendments thereto and notices thereunder
- r) Permit to Take Water 1518-ASEGRK, issued September 20, 2018 and all amendments thereto and notices thereunder

3. Camp Services

- a) Quotation dated August 4, 2021 and executed August 23, 2021, as between Morris Group (Sudbury) Inc. and Harte Gold Corp.
- b) Contract Agreement dated November 7, 2017, as between Morris Group Sudbury Inc. and Harte Gold Corp.
- c) Amendment to Contract Agreement dated February 2018, as between Morris Group Sudbury Inc. and Harte Gold Corp.

4. Other Agreements

- a) Impact Benefits Agreement dated April 28, 2018 and Band Council Resolution dated April 26, 2018, as between Pic Mobert First Nation and Harte Gold Corp.
- b) Memorandum of Understanding between: Biigtigong Nishnaabeg (formerly Pic River First Nation) and Harte Gold Corp. dated August 1, 2018
- c) Exploration Agreement between Pic Mobert First Nation and Harte Gold Corp.
- d) Aboriginal Procurement Strategy: A Working Document Between Harte Gold Corp. and White Lake Limited Partnership dated June 27, 2019
- e) Longhole Drilling and Blasting Services Agreement dated July 4, 2018, as between Foraco Canada Ltd. and Harte Gold Corp.
- f) Underground Drilling Agreement dated January 21, 2021, as between Orbit Garant Drilling Services Inc. and Harte Gold Corp.

- g) Closure Plan Surety Bond Agreement (Bond #: 800033223/962-019590) dated June 21, 2018, as between Harte Gold Corp. and Intact Insurance Company, and subsequent rider, dated February 1, 2019.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HARTE
GOLD CORP.

Court File No: CV-21-00673304-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SECOND REPORT OF THE MONITOR
DATED JANUARY 24, 2022

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