

AMENDED AND RESTATED DIP COMMITMENT LETTER

Dated as of May ♦, 2025

WHEREAS the Borrower (as defined below) have requested that the DIP Lender (as defined below) provide financing to fund certain of the Borrower's obligations during the pendency of the Borrower's proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") in the Supreme Court of British Columbia (the "**Court**") Vancouver Registry Action No. VLC-S-224444 and in accordance with the terms and conditions set out herein;

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of such consideration is hereby acknowledged), agree as follows:

DEFINITIONS:	<p>Capitalized terms not otherwise defined herein shall have the following meanings:</p> <p>"ARIO" means the Amended and Restated Initial Order issues by the Court in the CCAA Proceedings, as may be amended and restated from time to time;</p> <p>"Administration Charge" shall have the meaning ascribed to such term in the ARIO but in no event shall the amount secured by such charge exceed \$500,000, except with the written consent of the DIP Lender;</p> <p>"Business Day" means each day other than a Saturday or Sunday or a statutory or civic holiday in Vancouver, British Columbia;</p> <p>"Default" means an event which, with the giving notice and/or lapse of time would constitute an Event of Default (as defined herein);</p> <p>"DIP Fees and Expenses" means all reasonable and documented fees, including the disbursements and out-of-pocket expenses incurred by the DIP Lender (including reasonable and documented legal, consulting, advisor and other professional fees and expenses, on a full indemnity basis), in connection with the CCAA Proceedings, due diligence, negotiation and documenting of this Amended and Restated DIP Commitment Letter, and the enforcement of the DIP Priority Charge.</p> <p>"DIP Obligations" means all obligations of the Borrower to the DIP Lender under or in connection with this Amended and Restated DIP Commitment Letter, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the DIP Lender in any currency or remaining unpaid by the</p>
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	<p>Borrower to the DIP Lender under or in connection with this Amended and Restated DIP Commitment Letter.</p> <p>“Monitor” means FTI Consulting Canada Inc. in its capacity as Monitor of the Borrower.</p>
DIP BORROWER:	Canadian Dehua International Mines Group Inc. (the “Borrower”).
DIP LENDER:	Qubo Liu
PURPOSE:	The proceeds of the DIP Advance (as defined below) shall be used for the purposes set forth in the Cash Flow Projections (as defined below).
COMMITMENT FEE	The DIP Lender does not require an initial commitment fee (the “Commitment Fee”).
DIP FACILITY, MAXIMUM AMOUNT AND COMMITMENTS:	<p>A super-priority (debtor-in-possession) term credit facility (the “DIP Facility”) up to a principal amount of \$1,900,000 (the “Maximum Commitment”). The DIP Lender has previously advanced \$1,499,331 to Borrower under the DIP Facility.</p> <p>The DIP Lender shall make one advance of \$400,000 to the Borrower (the “DIP Advance”).</p>
MATURITY DATE:	<p>All amounts owing to the DIP Lender under the DIP Facility shall be due and payable in full on the <u>earliest</u> of the occurrence of any of the following (such earliest date being the “Maturity Date”): (i) the date on which the DIP Lender demands repayment of the DIP Facility after the occurrence of an Event of Default (as defined below); (ii) the implementation of a plan of compromise or arrangement within the CCAA Proceedings, which has been approved by the requisite majorities of the Borrower’s respective creditors, by an order made by the Court, and by the DIP Lender; and (iii) the earlier of December 31, 2025, or such other later date as may be communicated in writing by the DIP Lender at its sole and unfettered discretion.</p> <p>The commitment in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under or in connection with the DIP Facility shall be repaid in full by no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the obligations hereunder are due and payable. The DIP Obligations under this Amended and Restated DIP Commitment Letter shall not be fully and finally discharged, and the DIP Priority Charge shall not be released, until all DIP Obligations have been satisfied in full.</p>

INTEREST RATE:	There will be no interest charged on the DIP Facility.
PAYMENTS:	<p>Subject to the terms herein, the Borrower may prepay in full, but not in part, without notice or penalty all amounts outstanding under the DIP Facility at any time prior to the Maturity Date.</p> <p>Mandatory prepayment of outstanding DIP Advance and other DIP Obligations shall be required to be made by the Borrower in an amount equal to: (i) 100% of the net sale proceeds from sales of the Collateral (if any); and (ii) 100% of insurance proceeds and expropriation proceeds (if any) in respect of the Collateral (if any).</p>
APPLICATION OF PAYMENTS:	All payments or prepayments on account of the DIP Facility shall be made by the Borrower to the DIP Lender in accordance with the terms herein, and such amounts shall be applied and/or allocated by the DIP Lender to the Borrower's indebtedness to the DIP Lender in its sole discretion, which allocation shall be provided by the DIP Lender to the Borrower and the Monitor on request.
DIP SECURITY:	<p>All obligations of the Borrower under or in connection with the DIP Facility and this Amended and Restated DIP Commitment Letter shall, subject to the provisions of this Amended and Restated DIP Commitment Letter, be secured by a first-ranking super priority charge (the "DIP Priority Charge") in all of the now owned or hereafter acquired assets, properties and undertakings (collectively, the "Collateral") of each of the Borrower, real and personal, tangible or intangible (the "DIP Security"), subordinate only to the Administration Charge.</p> <p>For the avoidance of doubt, the Borrower hereby mortgage and charge to the DIP Lender, and grant to the DIP Lender a security interest in, and the DIP Lender takes a security interest in, all of the Borrower's right, title and interest in and to the Collateral which security interest is and shall be a general and continuing security for payment, performance and satisfaction of each and every obligation, indebtedness and liability of the Borrower to the DIP Lender, arising pursuant to or in connection with the DIP Facility, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, including all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Borrower be bound alone or with another or others and whether as principal or surety and such security interest shall be part of the DIP Security. The Borrower waives all rights to receive from the DIP Lender a copy of any financing</p>

	statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of the DIP Facility.
DIP ADVANCES UNDER THE DIP FACILITY:	The Lender shall make a single advance in the amount of \$400,000 to the Borrower and deposited into a bank account at a financial institution (the “ Borrower’s Account ”) and utilized by the Borrower in accordance with the terms of this Amended and Restated DIP Commitment Letter. The Borrower’s Account shall be subject to the DIP Priority Charge.
CONDITIONS PRECEDENT TO DIP ADVANCES:	<p>The DIP Lender’s agreement to make the DIP Advance is subject to satisfaction of the following conditions precedent, as determined by the DIP Lender in its sole discretion (the “Conditions Precedent”):</p> <ol style="list-style-type: none">1. the Borrower’s application materials in connection with their application for the DIP Order, as defined below), shall be satisfactory to the DIP Lender and such application shall be made on or before ♦, 2025 (the date on which the application is actually made being the “Application Date”);2. the Court shall have issued the DIP Order, which must be satisfactory to the DIP Lender, and which DIP Order shall not have been amended, restated or modified without the consent of the DIP Lender;3. the Court shall have issued and entered an order within three calendar days of the Application Date, in form and substance satisfactory to the DIP Lender, approving this Amended and Restated DIP Commitment Letter and the DIP Facility, granting the DIP Priority Charge on the Collateral of the Borrower securing all obligations owing by the Borrower to the DIP Lender hereunder including, without limitation, all principal, interest and DIP Lender’s fees and expenses (the “DIP Order”) and such order shall not have been amended, restated or modified without the consent of the DIP Lender. Without limiting the foregoing, the DIP Order shall provide that the DIP Priority Charge shall have priority over all liens, charges, mortgages, encumbrances, hypothecs, and security interests of every kind and nature whatsoever granted by the Borrower or against the Collateral of the Borrower (collectively, “Liens”) in form and substance satisfactory to the DIP Lender subject in priority only to the Administration Charge on the Collateral of the Borrower;

	<ol style="list-style-type: none">4. the DIP Lender shall have received and approved a revised cash flow projection for the period of the stay extension prepared by the Borrower with the assistance of the Monitor reflecting the Borrower's projected cash requirements, the projected receivables and the projected disbursements of the Borrower, in each case calculated on a weekly basis, in form and substance, and containing such details as shall be, satisfactory to and approved by the DIP Lender (the "Cash Flow Projection");5. following the DIP Advance, the DIP Lender shall have received and approved updated Cash Flow Projections every four weeks, on a 13 week rolling basis, which approval will be granted provided that the Cash Flow Projections are not inconsistent with the previous Cash Flow Projections provided to the DIP Lender;6. the DIP Lender continues to be satisfied that there are no Liens ranking ahead of the DIP Security, except as provided for herein;7. all DIP Fees and Expenses shall have been paid to the DIP Lender or will be paid from the proceeds of the DIP Advance;8. the Borrower shall be in compliance with all covenants hereunder;9. no Default or Event of Default shall have occurred and be continuing or would result from the making of the DIP Advance; and10. for greater certainty, the DIP Lender shall not be obligated to make the DIP Advance unless and until all of the foregoing conditions have been satisfied at the time the DIP Advance is to be made.
REPRESENTATIONS AND WARRANTIES:	<p>The Borrower hereby represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this Amended and Restated DIP Commitment Letter that:</p> <ol style="list-style-type: none">1. the transactions contemplated by this Further Amended DIP Commitment Letter including the DIP Security:<ol style="list-style-type: none">(a) are within the powers of the Borrower;(b) have been duly authorized by all necessary corporate approval;

	<ul style="list-style-type: none">(c) have been duly executed and delivered by or on behalf of the Borrower;(d) upon the granting of the DIP Order, constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms;(e) upon the granting of the DIP Order, do not require the consent or approval of, registration or filing with, or any other action by, any governmental authority, other than filings that may be made to register or otherwise record the DIP Security;(f) will not violate the charter documents or by-laws of the Borrower or any applicable law relating to the Borrower; and <p>2. no Default or Event of Default has occurred and is continuing.</p>
AFFIRMATIVE COVENANTS:	<p>The Borrower hereby covenants and agrees to, and the DIP Order shall:</p> <ul style="list-style-type: none">1. use the proceeds of the DIP Facility only for the purposes described herein in a manner consistent with the restrictions set out herein and the Cash Flow Projections;2. comply with the provisions of the Court orders made in connection with the CCAA Proceedings (collectively, the “Restructuring Court Orders” and each a “Restructuring Court Order”); provided that if any such Restructuring Court Order contravenes this Amended and Restated DIP Commitment Letter or the DIP Facility Documentation in a manner detrimental to the DIP Lender, the same shall be an Event of Default hereunder;3. duly and punctually pay or cause to be paid to the DIP Lender all amounts payable by it under this Amended and Restated DIP Commitment Letter (including, without limitation, all DIP Fees and Expenses within five Business Days of receipt by the Borrower of a request for such payment from the DIP Lender);4. forthwith notify the DIP Lender of the occurrence of any Default or Event of Default, or Material Adverse Change or of any event or circumstance that may

	<p>constitute an adverse change from the Cash Flow Projections; and</p> <p>5. take all actions necessary or available to defend the DIP Order and any Restructuring Court Order from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in advance by the DIP Lender.</p>
REPORTING REQUIREMENTS:	<p>While any portion of the DIP Facility or any interest thereon remains outstanding, the Borrower shall provide to the DIP Lender an updated, rolling 13 week, Cash Flow Projections every four weeks following delivery of the initial Cash Flow Projections.</p>
NEGATIVE COVENANTS:	<p>The Borrower agrees not to do the following other than with the prior written consent of the DIP Lender:</p> <ol style="list-style-type: none"> 1. allow the transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking over \$100,000 at any one time or through a series of related transactions, or more than \$1,000,000 in the aggregate, excluding transfers, leases and dispositions (a) in the ordinary course of business and (b) in accordance with any sale and investment solicitation process which might be approved in the CCAA; 2. permit any new Liens to exist on any of its properties or assets other than the Administration Charge and Liens in favour of the DIP Lender as contemplated by this Amended and Restated DIP Commitment Letter; 3. create or permit to exist any other claim, administrative or otherwise, which is senior to or <i>pari passu</i> with the super priority claims of the DIP Lender, other than as provided in the Administration Charge; 4. cease (or threaten to cease) to carry on their business or activities as they are currently being conducted or change their operations or business practices without the prior approval of the DIP Lender; 5. seek, or consent to the appointment of, a receiver or trustee in bankruptcy without the prior consent of the DIP Lender; or 6. transfer the proceeds of the DIP Advance to any other account of any Borrower other than the Borrower's Account.
INDEMNITY:	<p>The Borrower agrees to indemnify and hold harmless, the DIP Lender from and against any and all actions, lawsuits,</p>

	<p>proceedings (including any investigations or inquires), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever which may be incurred by or asserted against any of the DIP Lender as a result of, in connection with, or in any way related to credit having been extended, suspended or terminated under the DIP Facility, the proposed or actual use of proceeds of the DIP Facility, this Amended and Restated DIP Commitment Letter, the CCAA Proceedings, or any bankruptcy or insolvency proceedings, upon demand, to pay and reimburse the DIP Lender for any reasonable legal or other out of pocket fees and expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including, without limitation, any inquiry or investigation) or claim (whether or not the DIP Lender is a party to such action or proceeding out of which such expenses arise).</p>
EVENTS OF DEFAULT:	<p>The occurrence of any one or more of the following events shall constitute an event of default (each, an “Event of Default”) under this Amended and Restated Commitment Letter:</p> <ol style="list-style-type: none">1. the entry of an order (i) dismissing the CCAA Proceedings or lifting the stay in the CCAA Proceedings to permit the enforcement of any security against the Borrower or the Collateral, the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Borrower, (ii) granting any other claim super priority status or a lien equal or superior to that granted to the DIP Lender other than the Administration Charge, or (iii) staying, reversing, vacating or otherwise modifying this Amended and Restated DIP Commitment Letter, any Court Order (including the ARIO and the DIP Priority Charge) or the entry of an order by the Court having the equivalent effect, without the prior written consent of the DIP Lender;2. the ARIO is vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the DIP Lender (in its sole and absolute discretion);3. failure of the Borrower to pay amounts that come due under this Amended and Restated DIP Commitment Letter due or under the DIP Facility;4. failure of the Borrower to perform or comply with any term, covenant or negative covenant in this Further Amended and Restated DIP Commitment Letter;

	<ol style="list-style-type: none">5. the Borrower ceases (or threatens to) to carry on business in the ordinary course, except where such cessation occurs in connection with a sale of all or substantially all of the assets of the Borrower or other restructuring or reorganization of the Borrower, which has been consented to by the DIP Lender and approved by the Court;6. any action or event after the date hereof (other than the issuance of the ARIO and DIP Order) has occurred which has resulted in, or may result in, a change, condition, event or occurrence, which, when considered individually or together with all other changes, conditions, events or occurrences, could reasonably be expected to have a material adverse effect on: (i) the condition (financial or otherwise), business, performance, prospects beyond the period covered by the Cash Flow Projections, (ii) the ability of the Borrower to carry on its business as presently conducted; (iii) the ability of the Borrower to timely and fully perform any of its obligations under this Amended and Restated DIP Commitment Letter or any Court Order; or (iv) the Collateral; (any one of the above circumstances being a “Material Adverse Change”);7. unless consented to by the DIP Lender, the expiry without further extension of the stay of proceedings provided for in the ARIO;8. any representation or warranty made by the Borrower shall prove to have been incorrect or misleading in any material respect when made.
REMEDIES:	<p>Upon the occurrence of an Event of Default, the DIP Lender may, subject to the ARIO, as amended, elect to (i) terminate, or reduce, the Maximum Commitment or the DIP Lender’s commitment to make the DIP Advance and (ii) accelerate all amounts outstanding under the DIP Facility. In addition, upon the occurrence of an Event of Default, the DIP Lender may, subject to the DIP Order:</p> <ol style="list-style-type: none">1. declare the obligations in respect of the DIP Facility Documentation to be immediately due and payable;2. apply to the Court (i) for the appointment of an interim receiver, a receiver or a receiver and manager of the undertaking, properties and assets of the Borrower, (ii) for the appointment of a trustee in bankruptcy of the Borrower or (iii) seek any other relief in its sole discretion;

	<p>3. exercise the powers and rights of a secured party under the <i>Personal Property Security Act</i> (BC) or any other legislation of similar effect applicable to the DIP Security; and</p> <p>4. exercise all such other rights and remedies available to it at law or equity.</p>
DIP LENDER APPROVALS:	All consents of the DIP Lender hereunder shall be in writing. Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of electronic mail.
CURRENCY:	Unless otherwise stated all monetary dominations shall be in Canadian dollars.
TAXES:	All payments by the Borrower to the DIP Lender, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively “ Taxes ”); provided, however, that if any Taxes are required by applicable law to be withheld (“ Withholding Taxes ”) from any amount payable to the DIP Lender, the amount so payable to the DIP Lender shall be increased to the extent necessary to yield to the DIP Lender on a net basis after payment of all Withholding Taxes and the Borrower shall provide evidence satisfactory to the DIP Lender that the Taxes have been so withheld and remitted.
EVIDENCE OF INDEBTEDNESS:	The DIP Lender shall open and maintain accounts and records evidencing the DIP Advance. The DIP Lender’s accounts and records constitute, in the absence of manifest error, <i>prima facie</i> evidence of the indebtedness of the Borrower to the DIP Lender pursuant to the DIP Facility.
FURTHER ASSURANCES:	The Borrower shall at their expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Lender may reasonably request for the purpose of giving effect to this Amended and Restated DIP Commitment Letter and the DIP Security.

ENTIRE AGREEMENT; CONFLICT:	This Amended and Restated DIP Commitment Letter, including any schedules hereto and the DIP Facility Documentation, constitute the entire agreement between the parties relating to the subject matter hereof.
AMENDMENTS, WAIVERS, ETC.:	No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and signed by an authorized officer of the DIP Lender.
ASSIGNMENT:	Neither this Amended and Restated DIP Commitment Letter nor any right and obligation hereunder may be assigned by the Borrower without the prior written approval of the DIP Lender. The DIP Lender may assign its rights and obligations under this Amended and Restated DIP Commitment Letter, in whole or in part, to any party without the prior written consent of the Borrower (subject to providing the Monitor with reasonable evidence that such assignee has the financial capacity to fulfill the obligations of the DIP Lender hereunder and, if necessary, approval of the Court).
TIME IS OF THE ESSENCE:	Time is of the essence in this Amended and Restated DIP Commitment Letter and the time for performance of the obligations of the Borrower may be strictly enforced by the DIP Lender.
SEVERABILITY:	Any provision in the Amended and Restated DIP Commitment Letter which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
COUNTERPARTS AND FACSIMILE SIGNATURES:	This Amended and Restated DIP Commitment Letter may be executed in any number of counterparts and may be transmitted by facsimile or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Amended and Restated DIP Commitment Letter by signing any counterpart of it.
GOVERNING LAW AND JURISDICTION:	This Amended and Restated DIP Commitment Letter shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties irrevocably submits to the exclusive jurisdiction of the Court, waives any objections on the ground of venue or forum <i>non conveniens</i> or any similar grounds,

	and consents to service of process by mail or in any other manner permitted by relevant law.
NOTICES	<p>All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail to the addresses specified below. Any party hereto may change its address or electronic mail address for notices and other communications hereunder by notice to the other parties hereto.</p> <p>If to the Lender:</p> <p>Qubo Liu 3577 West 34th Avenue Vancouver, BC V6N 2K7</p> <p>Attention: Qubo Liu Email: lqb9168@gmail.com</p> <p>with a copy to the Lender's counsel</p> <p>Fraser Litigation Group 1100 – 570 Granville Street Vancouver, BC V6C 3P1</p> <p>Attention: R. Barry Fraser Email: bfraser@fraserlitigation.com</p> <p>If to the Borrower:</p> <p>Canadian Dehua International Mines Group Inc. 202-2232 West 41st Avenue Vancouver, BC V6M 1Z8</p> <p>Attention: Naishun Liu Email: lns9168@hotmail.com</p> <p>with a copy to the Borrower's counsel</p> <p>DLA Piper (Canada) LLP 2800 Park Place 666 Burrard Street Vancouver, BC V6C 2Z7</p> <p>Attention: Jeffrey Bradshaw Email: Jeffrey.bradshaw@dlapiper.com</p> <p>and with a copy to the Monitor:</p> <p>FTI Consulting Canada Inc. 701 West Georgia Street</p>

	Suite 1450, PO Box 10089 Vancouver, BC V7Y 1B6 Attention: Craig Munro Email: Craig.Munro@fticonsulting.com
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IN WITNESS HEREOF, the parties hereby execute this Amended and Restated DIP Commitment Letter as at the date first above mentioned.

DIP Lender

Name: _____
QUBO LIU

Canadian Dehua International Mines Group Inc.

Per: _____

Name: NAISHUN LIU

Title: DIRECTOR

I have the authority to bind the corporation